

BURLINGTON NORTHERN INC.

SCHEDULE For ENGINEERS

Reprint of Agreement between the Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers which was effective February 16, 1925 as to rules, with changes in Rules 4 (Note), 27 (f), 36 (c), 67 (a), 68 (a), 73 (c), 86 (b), 95, 114 (Note), 118, 119, 120 (Note), 121 and 131 (b) (Note), effective as provided for in Rule 134, and changes in rates effective May 22, 1946.

Memorandum of agreement between the Northern Pacific Railway Company and its employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen, covering performance of work train and/or snow plow service by road train and engine crews in through freight, local freight, mixed train or other service to which freight rates and rules apply.

It is hereby agreed subject to the conditions hereinafter provided for, that:

(1) Train and engine crews may be required to perform work train service in connection with a trip or day's work in through freight, local freight, mixed train service or other service to which freight rates and rules apply and when so used will be paid for the time consumed in performing work train service on the minute basis with a minimum of two hours in the aggregate as applied to the entire day or trip at 1/8 of the basic daily rate (through freight, local or mixed train rate) per hour applying to the trip or day's work but not less than 1/8 of the basic work train rate per hour applicable to the territory where work train service is performed. Such payment will be made in addition to payment for the road trip without deduction therefrom in computing road overtime.

NOTE 1. The term "other service" as used in this Section (1) does not include work train or snow plow service.

NOTE 2. Time consumed in performing work train service means the time actually engaged in such service. Computation of such time shall include any time held or time consumed making a side or lap back trip incident to performing work train service at a particular location. If work train service is performed at more than one location on the same trip, the time consumed at each

location including any time held or time consumed making a side or lap back trip incident to the performance of work train service will be added together in determining the allowance subject to the minimum allowance of two hours in the aggregate as applied to the entire day or trip.

(2) Work train service shall include all types of work train service classified as such, which for the purpose of this agreement, shall include thawing out culverts or waterways, pipe lines, water tanks, water columns, etc.; loading and/or unloading, distributing and spreading any material used in connection with construction or maintenance of track, roadway, bridges, buildings or other appurtenances of the Railway Company such as, but not limited to, gravel, ballast, cinders, rails, ties, bridge and culvert material, telegraph and signal material, etc., including rerailling of cars or engines, wrecking service, and/or snow plow service, subject to the exceptions hereinafter provided for in paragraphs (3) and (4).

(3) The following will not be considered work train service and will not be paid for under Section (1) hereof: (a) Handling of work or wrecking equipment, boarding or outfit cars, water cars, or cars of company material or supplies from one point to another, including setting out or picking up and/or switching of such equipment or cars when not actually engaged in performance of work train service. (b) Loading or unloading company material or supplies at stations when handled the same as way freight. (c) Spotting cars to load or unload company ice, coal, water or other supplies for stations, or for domestic use of employes, or for sections or for extra or other gangs in boarding or outfit cars. (d) Supply train cars handled in local or mixed trains for the purpose of loading or unloading of company material and supplies.

(4) (a) When an engine equipped with a pilot plow and/or a flanger is used on trains in road service as specified in Section 1 of this agreement and whether or not flanging device is operated in

the usual performance of service, train and engine crews will be paid the rate of pay attaching to the service for which called as applying to the entire day or trip.

(b) When a Russell or other type of snow plow or spreader is operated on the head end of trains in road service as specified in Section (1) of this agreement, train and engine crews will be paid the rate of pay attaching to the service for which called but not less than the snow plow rate for the entire day or trip.

(c) When it is necessary to detach an engine equipped with a pilot plow and/or flanger or detach an engine and plow from the train, where such equipment is operated as described in paragraphs (a) and (b) of this section (4), for the express purpose of flanging or removing snow from the main track to permit the train to proceed, or for the express purpose of flanging or removing snow from any track that would not otherwise be used in the usual performance of service incident to the trip or day's work, train and engine crews will be paid therefor under the provisions of Section (1) of this agreement; and provided that such arbitrary allowance shall be paid for at not less than 1/8 of the basic daily rate per hour applicable to snow plow service in the territory where such service is performed.

(5) It is understood that assignments may be made under rules applying to work train or local freight service under which crews may handle company and commercial ice or company and commercial sand or gravel during the same tour of duty and that crews so assigned will be laid local freight rates. It is further understood and agreed that the allowance provided for in Section (1) of this agreement will not apply to such crews because of handling company ice or company sand or gravel

(6) Nothing herein contained shall be construed as modifying or changing schedule rules or agreements except as herein specifically provided for.

(7) This agreement is effective as of June 1, 1949, and may be canceled at any time without further negotiations by any of the parties signatory hereto, serving ten (10) days' written notice.

For the NORTHERN PACIFIC RAILWAY CO.:

H. W. McCAULEY /s/
Chief of Personnel.

For the EMPLOYES

ORDER OF RAILWAY CONDUCTORS

E. M. HELGESON /s/
General Chairman.

BROTHERHOOD OF RAILROAD TRAINMEN:

P. K. BYERS /s/
General Chairman.

BROTHERHOOD OF LOCOMOTIVE ENGI. NEERS:

G. A. BICHSEL /s/
General Chairman.

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN:

T. P. GORMAN /s/
General Chairman.
St. Paul, Minnesota, May 25, 1949.

MEMORANDUM OF AGREEMENT by and between the Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers, revising Rules 113 and 132 of the Schedule for Engineers dated effective February 16, 1925.

It is hereby agreed that Rule 113, including Articles X and XI thereof and the notes appearing thereunder, and Rule 132 of the Schedule for Engineers dated effective February 16, 1925, as reprinted and revised effective August 1, 1947, are revised effective September 1, 1952, to read as follows:

Promotion and Seniority

Rule 113 (a) Engineers promoted or hired shall rank on the engineers' roster from the date of their first service as engineers when called for such service provided that no man, promoted or hired, will be permitted to establish a seniority date as an engineer while there are engineers demoted, or hired engineers laid off, available for service.

Where a seniority district is subdivided, engineers promoted or hired shall rank on the engineers' roster from the date of their first service as engineers when called for such service, provided there are no engineers demoted, or hired engineers laid off, available for service on the subdivided seniority district on which the service is performed. A seniority date so established shall also be credited to senior qualified men on the seniority district.

(b) Firemen, having successfully passed qualifying examination, shall be eligible as engineers. If for any reason the senior qualified fireman to be promoted is not available and a junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the junior man so used establishes shall go to the credit of the senior qualified man or men. As soon as the senior fireman is available, he shall displace the junior fireman, who shall drop back in to whatever place he would have held had the senior man to be promoted been available and the junior man not used.

NOTE - If, for any reason, a senior eligible fireman should fail in his examination, and a junior eligible fireman would pass and be qualified, be promoted, and actually assume service on the engineers' active list, the junior fireman would then outrank the senior fireman who had failed to qualify, but if before the junior fireman actually assumed service on the engineers' active list, the senior fireman should pass his examination and become qualified, he should then be promoted in accordance with his standing as the senior fireman, regardless of the fact that the junior fireman had qualified ahead of him, provided that where a seniority district is subdivided, such a junior eligible fireman shall not outrank such a senior eligible fireman as the result of actually assuming service on the engineers' active list on a particular sub-district, unless the rank acquired by such junior eligible fireman on the engineers' seniority roster would have required him to assume service on the engineers' active list in the event that the seniority district were not subdivided.

(c) If for any reason the engineer to be hired is not available and a junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the junior fireman so used establishes shall go to the credit of the engineer to be hired, provided the engineer to be hired is available and qualifies within thirty days. As soon as the engineer to be hired is available, he shall displace the junior fireman, who shall drop back into whatever place he would have held had the engineer to be hired been available and the junior fireman not used.

NOTE-Qualification as referred to herein, is not intended to include learning of road or signals.

(d) As soon as a fireman is promoted he will be notified in writing by the proper official of the company of the date of his promotion, and unless he files a written protest within sixty days against such date he cannot thereafter have it changed. When a date of promotion or a date of a hired engineer has been established in accordance with regulations, such date shall be

posted and if not challenged in writing within sixty days after such posting, no protest against such date shall afterwards be heard.

The posting of notice of seniority rank shall be done within ten days following date of promotion and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

(e) No fireman shall be deprived of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence: Provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

(f) No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list or holding a regular assignment as engineer on such seniority district.

NOTE-Where a seniority district is subdivided the provisions of this section (f) will apply separately to each subdivided district.

(g) The ratio between engineers hired and those promoted shall, as nearly as possible, be as follows:

On a seniority district where firemen are required to fire less than three years, all engineers will be hired:

If required to fire 3 and less than 4 years, 1 promoted and 1 hired;

If required to fire 4 and less than 6 years, 2 promoted to 1 hired;

If required to fire 6 and less than 6 years, 3 promoted to 1 hired;

If required to fire 6 and less than 7 years, 4 promoted to 1 hired;

If required to fire 7 and less than 8 years, b promoted to 1 hired.

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

The foregoing will not prevent committees from having discharged engineers reemployed or reinstated on their former seniority districts at any time.

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

(h) If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty days from date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotions.

(i) In case an engineer is hired and used in actual service when, under requirements of section (g), a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualify within thirty days, who shall rank immediately ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

(j) Engineers hired, or permanently transferred from one seniority district to another shall be given a date of seniority as fireman, corresponding with their date as engineer.

(k) Seniority rosters of engineers on each seniority district will be reissued and posted on the respective seniority district twice each year, as of January 1 and July 1. Two copies of each roster will be furnished the local chairman of the respective seniority districts and copy of each roster will be furnished the General Chairman.

Regulation of Mileage

Rule 113-1 (a) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

First: That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, are averaging the equivalent of 3,200 miles per month; on the extra list are averaging the equivalent of 3,000 miles per month.

Second: That when reductions are made they shall be in reverse order of seniority.

(b) When hired engineers are laid off on account of reduction in service, they will retain all seniority rights; provided, they return to actual service within 30 days from the date their services are required.

(c) Engineers taken off under this rule shall be returned to service as engineers in the order of their seniority as engineers, and as soon as it can be shown that engineers in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pooled, chain gang or other regular service paying freight rates, the equivalent of 3,800 miles per month, or in extra service the equivalent of 3,800 miles per month.

(d) In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles, for passenger and 3,200 and 3,800 miles for other regular service, as provided herein. If, in any service, additional assignments would reduce earnings below these limits, regulation will be effected by requiring the regular assigned man or men to lay off when the equivalent of 4,800 miles in passenger or 3,800 miles in other regular service has been reached.

On extra lists, a sufficient number of engineers will be maintained to keep the average mileage, or equivalent thereof, between 3,000 and 3,800 miles per month; provided that engineers will- be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 3,400 miles per month.

When the last engineer has been taken off of an extra list as the result of extra list mileage having dropped below the equivalent of 3,000 freight miles per month an engineer shall be returned to the extra list as soon as it can be determined that there is sufficient mileage to permit one man to earn the equivalent of 3,000 freight miles or more per month.

(e) (1) Adjustment of freight pools or extra lists may be made at any time when conditions indicate an adjustment is necessary under the provisions of this rule.

(2) The check for the purpose of determining average mileage made by engineers in freight pool service and/or extra lists will cover the 15 day period immediately preceding the date on which such check is made.

(3) The total mileage or equivalent thereof accumulated in the 15 previous days will be multiplied by two and divided by the number of engineers and the result of this calculation will determine the average mileage earnings for the purpose of making such adjustments as may be necessary.

(f) In the regulation of extra lists mileage made by so-called emergency engineers will not be computed as extra list mileage in determining when reductions should be made except in instances where emergency engineers have been used because extra engineers have laid off.

(g) Under this rule it is understood that after all engineers who have been taken off have been returned to service as engineers, this rule shall not apply with respect to further additions.

NOTE 1-When it becomes necessary to rearrange runs under the application of this rule, en-

engineers' local committee and Superintendent will cooperate, and engineers will be permitted their choice of runs in accordance with their seniority.

The engineers' local committee and the staff officers or supervisors designated by the Superintendent will cooperate in the adjustment of freight pools and extra lists.

NOTE 2-Where the total mileage on any one or more runs permits the assignment of one or more engineers as swing engineer they may be so assigned, in order to keep the mileage or equivalent within limit stated in the above rule.

NOTE 3-Engineers working in both passenger and freight service during the month will not be permitted to exceed the equivalent of 3,800 miles in freight service.

In equating mileage, 100 passenger miles will be the equivalent of 80 freight miles; 100 freight miles will be the equivalent of 125 passenger miles.

NOTE 4-Engineers required to perform service as engineer and as fireman during one month on account of reducing and increasing the force, will not be permitted to exceed the equivalent of 3,800 miles in freight service.

NOTE 5-The above will not permit engineers to perform additional service either as fireman or engineer, when they have reached their maximum mileage in either service.

NOTE 6-Engineers deadheading to an outlying point to fill a vacancy will hold such run until the regular man returns to duty, providing such time does not exceed fifteen days.

NOTE 7-The above shall not preclude the company from requiring engineers to make mileage in excess of these limitations when the necessity of the service requires it.

NOTE 8-Engineers in road service shall register, on arrival at home terminal, the total equivalent of miles earned up to date.

Representation

Rule 132 (a) The General Committee of Adjustment for the Brotherhood of Locomotive Engineers will represent all locomotive engineers in making contracts, rules, rates, and working conditions, and the interpretation thereof.

(b) The right of any engineer, fireman, or hostler to have the regularly constituted committee of his organization represent him in the handling of his grievances under the recognized interpretation placed upon the schedule involved by the officials of the Company and the General Committee making such schedule is conceded.

Except as herein specifically provided, the rules of the Schedule for Engineers dated effective February 16, 1925, as reprinted and revised effective August 1, 1947, and all agreements, interpretations and understandings relating thereto that are not in conflict herewith, remain unchanged.

Rules 113 and 132, as herein revised, shall not be applied retroactively and shall continue in effect subject to the provisions of Rule 134 of the Schedule for Engineers dated effective February 16, 1925, as reprinted and revised effective August 1, 1947.

FOR THE NORTHERN PACIFIC RAILWAY COMPANY:

C. H. BURGESS /s/
General Manager
Lines East of Livingston, Montana

J. F. ALSIP /s/
General Manager
Lines West of Livingston, Montana

G. L. ERNSTROM /s/
General Mechanical Superintendent

Approved: W. W. JUDSON /s/
Vice President

FOR THE EMPLOYES:

G. A. BICHSEL /s/
Chairman
General Committee of Adjustment,
Brotherhood of Locomotive Engineers

Approved:
R. E. DAVIDSON /s/
Asst. Grand Chief Engineer,
Brotherhood of Locomotive Engineers

St. Paul, Minnesota
August 18, 1962

MEMORANDUM OF AGREEMENT

between the

NORTHERN PACIFIC RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

To avoid the possibility of misunderstanding or misinterpretation, the following is agreed to:

The term "available for service" as used in Rule 113(a) of the Memorandum of Agreement effective September 1, 1952, between the parties hereto, revising Rules 113 and 132 of the Schedule for Engineers dated effective February 16, 1925, is interpreted to mean:

Available for service at the point at which the extra board from which engineers are supplied for such service is located, at the time it is necessary to call an engineer for such service.

FOR THE NORTHERN PACIFIC RAILWAY COMPANY:

H. W. McCAULEY /s/
Chief of Personnel

FOR THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

G. A. BICHSEL /s/
Chairman
General Committee of Adjustment

St. Paul, Minnesota
August 18, 1962

MEMORANDUM OF AGREEMENT

between the

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

and the

NORTHERN PACIFIC RAILWAY COMPANY

covering

**performance of work train and/or snow plow service within yard switching
limits by engine crews in yard service.**

It is hereby agreed subject to the conditions hereinafter provided for, that:

(1) Engine crews in yard service may be required to perform work train and/or snow plow service within switching limits during their tour of duty in yard service, and when so used, will be paid for the time consumed in performing work train service and/or snow plow service on the minute basis with a minimum of two hours in the aggregate as applied to the entire day's work in yard service at one-eighth (1/8th) of the daily basic rate per hour applying to the service performed (work train or snow plow as the case may be) such payment will be made in addition to payment for the day's work in yard service without deduction therefrom in the computation of overtime.

The foregoing will also apply to switching or transfer crews in the Head-of-Lakes switching zone, except transfers manned by road ground crews; to transfer crews in the Twir Cities switching limit ;, kept those manned by road ground crews; and to transfer crews between Seattle and the Interbay District

Note - Time consumed in performing, work train service and /or snow plow service means the time actually engaged in such service. Computation of such time

shall include all time consumed incident to performing such service at a particular location. If work train service and/or snow plow service is performed at more than one location during a tour of duty in yard service the time consumed at each such location incident to the performance of work train or snow plow service will be added together in determining the allowance subject to the minimum allowance of two hours in the aggregate as applied to the entire day's work in yard service. When time consumed incident to the performance of work train service is added to time consumed incident to the performance of snow plow service in determining the allowance subject to the minimum allowance of two hours in the aggregate as applied to the entire day's work in yard service allowance will be made at the basic rate applicable to snow plow service.

(2) Work train service shall include all types of work train service, which for the purpose of this agreement, shall include thawing out culverts or waterways, pipe lines, water tanks, water columns, etc., loading and/or unloading, distributing or spreading any material used in connection with construction or maintenance of track, roadway, bridges, buildings, or other appurtenances of the Railway Company, such as, but not limited to, gravel, ballast, cinders, rails, ties, bridge and culvert material, telegraph and signal material, including rerailing of cars or engines, wrecking service, and/or snow plow service, subject to the exceptions hereinafter provided.

NOTE-The foregoing provision "* * * including rerailing of cars or engines,****" will not apply when cars are rerailed by an engine or when an engine is rerailed by its own power, without the use of rerailing frogs or blocking.

Snow plow service as used in this agreement means the handling of a snow plow or spreader by a locomotive while the snow plow or spreader is actually engaged in the service of removing snow.

(3) Handling of work or wrecking equipment, including boarding or outfit cars and cars used in connection therewith, or cars of company material or supplies from one point to another, including setting out or picking up and/or switching or spotting of such equipment or cars will not be considered work train service as described in Section (2) hereof except when performed by an engine crew engaged in the performance of work train service as an adjunct to the work train service that is being performed by such engine crew or as illustrated in the following examples:

EXAMPLES:

1. Switching wrecking equipment and spotting it for service at the place where it is to be used to perform wrecking service.

A. Yes.

2. Does the foregoing apply to tool cars, cars of blocking, or other equipment when switched or spotted for use of carmen in connection with repairing cars that are not actually wrecked or derailed?

A. No.

3. Pulling or shoving derailed or wrecked equipment by the use of cables or otherwise for the purpose of moving it to a place where it can be more readily rerailed or picked up.

A. Yes.

4. Switching wrecking equipment for the purpose of adding or cutting out wrecking or other equipment, including loaded or empty cars.

A. No, unless such switching is performed by an engine crew that is engaged in the performance of work train service.

5. Switching wrecking equipment for the purpose of loading or unloading company material or supplies in roundhouse, shop or store areas, or at other comparable locations.

A. No.

6. Switching wrecking equipment for the purpose of repairing cars, adjusting loads, dismantling cars or purposes other than the performance of work train service.

A. No.

7. Handling wrecking equipment for purpose of loading or unloading heavy commercial loads that have been or are to be transported by rail under applicable tariff provisions.

A. No.

8. Handling wrecking equipment for the purpose of lifting or moving heavy loads for industrial purposes for industries or others under similar circumstances.

A. No, unless such handling is performed by an engine crew that is engaged in the performance of work train service.

9. Switching wrecking equipment for the purpose of dispatching it to a place outside yard switching limits.

A. No.

10. Switching wrecking equipment after it arrives in the yard from a place outside yard switching limits.

A. No.

11. After the wrecking service has been completed, does the switching of wrecking equipment constitute work train service?

A. No, unless such switching is for the purpose of spotting it for service at another Place where it is to be used to perform wrecking service, in which case the switching performed by the engine crew that spotted it would constitute work train service; or unless such switching is performed by an engine crew that was required to remain with or handle the wrecking equipment while it was used in wrecking service and continues to handle it while such switching is performed.

12. Switching, spotting or otherwise handling a car or cars for the purpose of unloading or loading any kind of material, equipment or supplies at any place where the material unloaded cannot be used for the construction or maintenance of track, roadway, bridges, buildings or other appurtenances of the Railway Company without having to be reloaded or otherwise rehandled for the purpose of moving it' from the Place where it was unloaded to the place it is to be used for such purposes or vice versa.

A. No, unless the engine is required to remain with or move the car or cars while they are being loaded or unloaded.

13. Spots a car or cars for the purpose of unloading gravel, ballast, cinders or other material at the place where it can be used for the construction or maintenance of track, roadway, bridges, buildings or other appurtenances of the Railway Company without having to be reloaded or otherwise rehandled for the purpose of moving it from the place where it is unloaded to the place where it is to be used for such purposes.

A. Yes, in such a case the material is unloaded at the place where it is to be used for the purposes described.

14. Switching or otherwise handling a car or cars for the purpose of assembling or placing such car or cars on designated track or tracks to be handled by a self-propelled machine for the purpose of loading, unloading, distributing or spreading material, or for any other purpose by the self-propelled machine.

A. No, unless question No. 13 and answer are applicable.

15. Switching or otherwise handling a self-propelled machine, other than a wrecking crane engaged in wrecking service, including any equipment used in connection therewith, from any place to any other place within yard switching limits.

A. No, unless the engine is required to remain with or handle the machine while it is being used in the performance of work which constitutes work train service for the engine crew under the provisions of this agreement.

16. Switching, spotting or otherwise handling of a car or cars for the purpose of unloading cinders, or other waste materials, on tracks constructed for that purpose, whether or not such materials are placed under such tracks, or at locations where cinders or waste materials are unloaded primarily for the purpose of unloading the cars.

A. No, unless the engine is required to remain with or move the car or cars while they are being loaded or unloaded.

17. Switching, spotting or otherwise handling of a car or cars for such purposes as unloading coal, or any other supplies, or for loading second hand scrap, or waste material, or supplies, at yard office, station, section, or other facilities.

A. No, unless the engine is required to remain with or move the car or cars while they are being loaded or unloaded.

The following examples of computation of time are applicable to snow plow service as well as to work train (wrecking) service:

18. If an engine crew in yard service departs from "A" a definite yard or place where switching is performed, at 8:30 A.M. for "D", another definite yard or place where switching is performed, for the purpose of performing yard service at "D", or between A" and "D Performs work train service at B which may be any place on route, 8:50 A.M. until 9:20 A.M., then proceeds to ' C , another place en route, and performs work train service at C , 9:45 A.M. until 10:00 A.M., then proceeds to "D" and arrives at "D", at 10:30 A.M., what would be the allowance for work train service?

A. 30 minutes 8:50 A.M. to 9:20 A.M. at "B", 15 minutes 9:45 A.M. to 10:00 A.M. at "C", subject to the minimum allowance of 2 hours in the aggregate as applied to the entire day's work in yard service.

18(a). If the engine crew in example (18) had also performed work train service 7:00 A.M. to 7:30 A.M. before leaving "A to go to D , what would be the allowance for work train service?

A. 30 minutes 7:00 A.M. to 7:30 A.M. at "A", 30 minutes 8:50 A.M. to 9:20 A.M. at "B", and 15 minutes :1:45 A.\l. to 10:00 A.M. at "C , subject to the minimum allowance of 2 hours in the aggregate as applied to the entire day's work in yard service.

18(b). If the engine crew in example (18) also per work train service 11:00 A.M. to 11:30 A.M. "D", what would be the allowance work train service?

A. 30 minutes 8:50 A.M. to 9:20 A.M. at "B", '15 9:45 A.M. to 10:00 A.M. at 'C, and 30

11:00 A.M. to 11:30 A.M. at "D", subject to allowance of 2 hours in the aggregate applied to the entire day's work in yard service.

18(c). If the engine crew in example (18) had performed no work train service before it arrived at "D", and performed work train service 11:00 A.M. to 11:30 A.M., after It had arrived at "D", what would be the allowance for work train service?

A. 30 minutes 11:00 A.M. to 11:30 A.M. subject to the minimum allowance of 2 hours in the aggregate as applied to the entire day's work In yard service.

18(d). If the engine crew in example (18) had performed work train service continuously from "B" to "1J" from 8:50 A.M. to 11:00 A.M., what would be the allowance for work train service?

A. Two hours and 10 minutes.

19. An engine crew during its tour of duty in yard service, sent from "A", a definite yard or place where switching is performed, for the sole purpose of performing work train service between "A" and "B", or at "B", (for the purpose of this illustration "B" is the furthest point from "A" to which the crew is sent, and may be a definite yard or place where switching is performed, or any other place within yard switching limits) starts the movement incident to the performance of the work train service at 8:30 A.M., proceeds to the place where the work is to be performed, and performs work train service, 8:50 A.M. to 9:50 A.M., then returns to "A", and there completes at 10:10 A.M., the movement Incident to the performance of the work train service it was sent from "A" to perform, what is the allowance for work train service?

A. One hour 40 minutes, 8:30 A.M. to 10:10 A.M., subject to the minimum allowance of two hours in the aggregate as applied to the entire day's work In yard service.

19(b). If, after having started the movement Incident to performance of work train service at 8:30 A.M., as illustrated in paragraph (a) of this example, the same crew is returned to yard service, instead of completing the work train service, what would be the allowance for work train service?

A. From 8:30 A.M. until the crew is returned to yard service subject to the minimum allowance of two hours in the aggregate as applied to the entire day's work In yard service.

19(c). If, after having been returned to yard services as illustrated in example 19(b), the same crew is returned to the same work train service that was interrupted by the performance of yard service, what would be the allowance for work train service?

A. From 8:30 A.M. until the crew returns to "A" and there completes the movement Incident to the performance of the work train service It was sent from "A" to perform (as illustrated in paragraph (a) of this example) less the time engaged In yard service, subject to the minimum allowance of two hours

in the aggregate as applied to the entire day's work in yard service.

This agreement is effective as of April 1, 1955 and will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

For the NORTHERN PACIFIC RAILWAY CO.:

G. M. HARE,
Chief of Personnel

For the BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

G. A. BICHSEL,
General Chairman

For the BRO. OF LOCO.

FIREMEN & ENGINEMEN:
J. D. KELLEY,
General Chairman

St. Paul, Minnesota,
April 1, 1955.

AGREEMENT

between the

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

and the

NORTHERN PACIFIC RAILWAY COMPANY

covering

the performance of pusher service within switching limits by engineers and firemen in yard service.

1. (a) Engine crews in yard service may be used to assist road trains within switching limits and when so used will be paid for the time engaged on the minute basis with a minimum of two (2) hours in the aggregate as applied to the entire day's work in yard service at one-eighth (1./8) of the basic daily rate per hour applying to yard service. Such payment will be made in addition to payment for the day's work in yard service without deduction therefrom in the computation of overtime.

NOTE: It is understood the language "within switching limits" as used in this Section (1) means that the yard engine can be used to assist road trains under the terms of this agreement as long as the yard engine remains within switching limits regardless of the fact that road engine and a portion of train may be outside switching limits while being assisted by yard engine.

(b). In computing time payment under this agreement, the time will be continuous from time released from yard service until yard engine again enters switching service or is instructed to tie up.

2. (a) Engineers and firemen in yard service who are used to assist a transfer manned by yard ground crews in the Head-of-the-Lakes and in the Twin Cities Switching Limit Zones and between Seattle and Interbay will not be compensated there-

for under the provision of this agreement but will be allowed transfer rate of pay for the shift in yard service.

(b). Engineers and firemen engaged in switching service will not be entitled to additional payment when used to assist another crew engaged in switching service.

3. This agreement will also apply to engineers and firemen in transfer service manned by yard ground crews in the Head-of-the-Lakes and in the Twin Cities Switching Limit Zones, and between Seattle and Interbay, when used to assist road trains. Such crews will be paid pro rata transfer rates for service performed.

4. Yard engine crews used to assist road freight trains between East Minneapolis and the Pipe Line Plant at the Belt Line Crossing will continue to be compensated therefor under the provisions of the letter agreement of June 30, 1936.

5. This agreement will become effective April 7, 1955 and will remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

For the NORTHERN PACIFIC RAILWAY CO.:

G. M. HARE
Chief of Personnel

For the BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

G. A. BICHSEL
General Chairman

For the BRO. OF LOCO. FIREMEN AND ENGINEERS:

J. D. KELLEY
General Chairman

St. Paul, Minnesota
April 1, 1955

NORTHERN PACIFIC RAILWAY COMPANY

SCHEDULE

For

ENGINEERS

Reprint of Agreement between the Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers which was effective February 16, 1925 as to rules, with changes in Rules 4 (Note), 27 (f), 36 (c), 67 (a), 68 (a), 73 (c), 86 (b), 95, 114 (Note), 118, 119, 120 (Note), 121 and 131 (b) (Note), effective as provided for in Rule 134, and changes in rates effective May 22, 1946.

PASSENGER SERVICE

Rates of Pay

Rule 1. Rates for passenger service shall be as follows:

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	Rates Per Day Engineers
B-3-B-18, B-20.....	Motor Car	.....	Less than 80,000	\$10.02
B-19, B-21, B-22, B-23, B-26	Motor Car	.....	80,000 to 100,000	10.02
98.....	Diesel	.....	" "	10.02
328.....	S-10	4-6-0	100,000 to 140,000	10.11
916.....	L-6	0-6-0	" "	10.11
1031, 1033.....	L-7	0-6-0	" "	10.11
2081, 2093.....	Q	4-6-2	" "	10.11
B-24.....	Motor Car	.....	140,000 to 170,000	10.02
70.....	F-1	2-8-0	" "	10.19
1040-1134.....	L-9	0-6-0	" "	10.19
1160-1169.....	L-10	0-6-0	" "	10.19
1350-1389.....	S-4	4-6-0	" "	10.19
2110-2147.....	Q-1	4-6-2	" "	10.19
2148-2170.....	Q-3	4-6-2	" "	10.19
2177-2223.....	Q-4	4-6-2	" "	10.19
2305-2446.....	T	2-6-2	" "	10.19
2450-2467.....	T-1	2-6-2	" "	10.19
19-29.....	Y-1	2-8-0	170,000 to 200,000	10.28
31-42.....	Y	2-8-0	" "	10.28
125-131.....	Diesel	.....	" "	10.28
1201-1213.....	Y-3	2-8-0	" "	10.28
1250-1278.....	Y-2	2-8-0	" "	10.28
2226-2245.....	Q-5	4-6-2	" "	10.28
2246-2265.....	Q-6	4-6-2	" "	10.28
101-124 and 150-174.....	Diesel	.....	200,000 to 250,000	10.37
1170-1173.....	G-1	0-8-0	" "	10.37
1174-1193.....	G-2	0-8-0	" "	10.37
1501-1659.....	W	2-8-2	" "	10.37
1660-1699.....	W-1	2-8-2	" "	10.37
1700-1834.....	W-3	2-8-2	" "	10.37
1901-1919.....	W-2	2-8-2	" "	10.37
2500-2505.....	W-4	2-8-2	" "	10.37
100.....	Diesel	.....	250,000 to 300,000	10.45
1835-1859 (Without Booster).	W-5	2-8-2	" "	10.45
2600-2611 " "	A	4-8-4 #	" "	10.54
2626 " "	A-1	4-8-4 #	" "	10.54
2650-2659.....	A-2	4-8-4 #	" "	10.54
2660-2667.....	A-3	4-8-4 #	" "	10.54
2670-2677.....	A-4	4-8-4 #	" "	10.54
2680-2689.....	A-5	4-8-4 #	" "	10.54
1835-1859 (With Trailer Booster).....	W-5	2-8-2	300,000 to 350,000	10.54
.....	.....	.....	350,000 to 400,000	10.62
2600-2611 (With Trailer Truck Booster).....	A	4-8-4 #	" "	10.71
2626 (With Trailer Truck Booster).....	A-1	4-8-4 #	" "	10.71

(Continued next page)

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	Rates Per Day Engineers
.....	.....	.....	400,000 to 450,000	\$10.71
.....	.....	.....	450,000 to 500,000	10.80
.....	.....	.....	500,000 to 550,000	10.88
.....	.....	.....	550,000 to 600,000	10.97
.....	.....	.....	600,000 to 650,000	11.05
.....	.....	.....	650,000 to 700,000	11.14
6500-6506.....	Diesel	.....	700,000 to 750,000	11.22
.....	.....	.....	750,000 to 800,000	11.31
.....	.....	.....	800,000 to 850,000	11.39
.....	.....	.....	850,000 to 900,000	11.48
6000-6015.....	Diesel	.....	900,000 to 950,000	11.56
				With 8c and 9c alternately added for each additional 50,000 lbs. or fraction there- of.
Mallets				
4005-4025.....	Z-3	2-8-8-2	Regardless of weight	\$11.03
4500-4503.....	Z-4	2-8-8-2		11.03

The following rates apply to engineers operating simple articulated Mallet type locomotives of the Z-5, Z-6, Z-7 and Z-8 classes, under provisions of agreement dated February 27, 1945:

Simple Articulated Mallet Type

.....	.....	.....	Less than 275,000	\$11.03
.....	.....	.....	275,000 to 400,000	11.03
5100-5120.....	Z-6	4-6-6-4	400,000 to 450,000	11.28
5121-5126.....	Z-7	4-6-6-4	" "	11.28
5130-5149.....	Z-8	4-6-6-4	" "	11.28
.....	.....	.....	450,000 to 500,000	11.53
.....	.....	.....	500,000 to 550,000	11.78
5000-5011 (Without Booster)	Z-5	2-8-8-4	550,000 to 600,000	12.03
.....	.....	.....	600,000 to 650,000	12.28
5000-5011 (With Trailer Truck Booster).....	Z-5	2-8-8-4	650,000 to 700,000	\$12.53
.....	.....	.....	700,000 to 750,000	12.78
				Add 25c for each addition- al 50,000 lbs. or fraction thereof.

#—Steam locomotives of the 4-8-4 type have been reclassified for pay purposes by being moved into the next higher wage bracket, as provided in the agreement of January 25, 1944.

NOTE—In determining the hourly rate, fractions of a cent will be disposed of by applying next higher quarter of a cent.

NOTE—The engine numbers as shown in Rule 1 conform to engines now in service. It is understood that in the event of any change in the engine numbers, class or type, or in the weight on drivers, that proper adjustment will be made in the rates of pay as applied to such engines.

Basic Day

RULE 2. One hundred miles or less (straightaway or turnaround) five hours or less, except as provided in Rule 3, shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rate provided, according to class of engine.

Overtimes-Earnings Guarantee--Turnaround Runs

RULE 3. (a) Engineers on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 10 consecutive hours; and also for all time in excess of 10 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

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

NOTE - When engineers are used for extra or unassigned passenger service, call shall specify whether crew is to be operated on turnaround or straightaway basis.

EXAMPLES:

(1) A passenger crew is in short turnaround service, making several turns from 7 A.M. to 6 P.M., and is relieved 61 minutes at some period during the day.

This 61 minutes is deducted from the 10 hours, and crew is entitled to 69 minutes overtime.

(2) A passenger crew is in short turnaround service from 8 A.M. to 8 P.M., is relieved during this period several times for a few minutes-10, 16, 26 and in one case 69 minutes but, due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and crew is entitled to four hours overtime.

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

The crew is on duty or held for duty 4 hours in the first 10 consecutive hours between 6 A.M. and 4 P.M.; therefore no overtime accrues under the 8-hour provision; is entitled to four hours overtime for the period from 4 P.M. to 8 P.M. Pay crew actual mile run with minimum of 100 and 4 hours overtime.

(4) For some reason on a given day this crew is kept on duty in its regular assignment from 6 A.M. to

2:30 P.M. and again goes on duty at 3:31 P.M., finally released at 8:06 P.M.

This crew has made 8 hours and 69 minutes or 69 minutes overtime in the first 10 consecutive hours; in addition to this has made four hours flue minutes overtime after the expiration of the first 10 hours (4 o'clock) or a total of 69 minutes, plus 4 hours 6 minutes, equalling 6 hours 4 minutes overtime for the trip. Pay actual miles run, with minimum of 100, and 6 hours 4 minutes overtime.

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

Crew is on duty 8 hours 30 minutes within the first ten hour period, producing 30 minutes overtime on this period. Time in excess of 10 consecutive hours (6 to 7 P.M.) 2 hours, making total of 2 hours and 30 minutes overtime. Pay actual miles run with minimum of 100, and 2 hours and 30 minutes overtime.

(6) A passenger crew is on duty from 6 A.M. to 12 noon, resumes duty at 1:30 P.M. (this time is deducted). The time in excess of 10 consecutive hours is three hours, making a total of 3 hours and 30 minutes overtime. Pay actual miles run, with minimum of 100, and 3 hours and 30 minutes overtime.

(b) Engineers on other passenger rune shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis o! actual overtime worked or held for duty, except that when the minimum day is paid for the service performed, overtime, shall not accrue until the expiration of 6 hours from the time o! first reporting for duty.

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour o! not less than one-eighth of the daily rate herein provided, according to class of engine with a minimum of \$1.26 per hour.

(d) In all passenger service, the earnings from mileage overtime or other rules applicable, for each day service is performed, shall be not less than \$10.93 for engineers.

In applying the \$10.93 minimum for engineers in passenger service, it is intended that on assignments where the men run so as to make only the equivalent of a single trip in one direction each day, they shall be paid the guaranteed minimum for each single trip.

For example: On a 100 mile division men double the road Monday, lay over Tuesday, double Wednesday and lay over Thursday, etc. They should be

allowed the minimum for each leg of their turnaround trip.

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

(e) In suburban service, turning engine or train at turning points will be considered work incident to trip.

Note - Where incidental service has been permissible under the schedules or the practices of Individual --Is, time consumed in such incidental or, additional service and paid for separately should not be included in , calculating time under the 8 within In hour rule.

(f) Other passenger service turnaround runs between two terminals will be computed as straightaway runs on basis of 20 miles per hour, provided:

1. The distance between such terminals does not exceed eighty-five miles, or
2. The turnaround run leaves within ten hours from the time required to come on duty for the first trip. Otherwise a minimum of 100 miles will be allowed for each such run between terminals.

Terminal Switching

RULE 4. Engineers required to do switching at terminals will be paid for time so employed on the basis of one-eighth of the daily rate per hour. When overtime accrues the allowance for switching or the overtime, whichever is the greater, will be paid.

NOTE--The same method of computation will apply to other terminal or special allowances in passenger service. This does not apply to allowances covered by Rules 6, 7, 12 and 15.

NOTE--In calculating the time engaged in switching it is understood that the time will be continuous from the time the work is begun until it is completed and train is coupled together.

Beginning and Ending of Day

Rule 5. Road passenger engineers' time will commence thirty minutes before engine is ordered to leave roundhouse track, or any other designated track, or, at the time they begin work, if they do not report at the time specified, and will end when they are relieved from the care of their engines.

Example:

Train ordered for 10 A. M., engine ordered to leave roundhouse track at 9:30 A.M., time to be computed from 9 A.M.

Non-Incident Work

RULE 6. (a) Engineers of trains required to do work not incident to trip, will be paid for time held, in addition to time or miles made on trip.

(b) Where work train work is done in connection with other service, engineers will be paid at overtime rates for time held.

Turning Engines

RULE 7. Engineers turning engines on turntable or wye at terminals will be paid for actual time consumed on the basis of one-eighth of the daily rate per hour. This in addition to all other allowances. The above does not apply when engineers are receiving compensation under final terminal delay rule.

Minneapolis

RULE 8. Thirty minutes will be allowed to passenger engineer, for handling trains between Union Depot and freight yards Minneapolis, on basis of one-eighth of the daily rate per hour.

Saint Paul

RULE 9. Passenger engineers will be allowed overtime on basis of one-eighth of the daily rate per hour for time consumed in taking trains between St. Paul Union Depot and Mississippi Street, including turning trains on Trout Brook Wye, with a maximum allowance of thirty minutes.

Ashland

RULE 10. Engineers on passenger trains first sub-division, Lake Superior Division, will be allowed thirty (30) minutes each trip at Ashland for making up their trains and taking them from the N. P. Yard to the C. St. P. Al. & O. Ry. depot, on the basis of one-eighth of the daily rate per hour.

Butte

RULE 11. Passenger engineers will be allowed thirty (30) minutes for handling engines between roundhouse and passenger depot at Butte, on the basis of one-eighth of the daily rate per hour.

Spokane

RULE 12. Passenger engineers on trains which originate or terminate at Spokane, will be allowed overtime on basis of one-eighth of the daily rate per hour, for time consumed in handling engines between Spokane and Parkwater, with a minimum allowance of thirty minutes. This in addition to all other allowances for the trip.

Lewiston

RULE 13. (a) Passenger engineers of outgoing trains will be allowed thirty minutes for handling train from New Yard to Passenger Station at Lewiston, on the basis of one-eighth of the daily rate per hour:

(b) Engineer on the turnaround run, Stites to Lewiston and return, will be allowed fifteen minutes for handling train from Station to New Yard, and fifteen minutes for handling train from New Yard to Station, both on the basis of one-eighth of the daily rate per hour.

Lighting and Heating-Initial Terminal Delay

RULE 14. (a) Passenger engineers required to be on hand to heat or light trains, or both, thirty minutes or more in advance of the leaving time, or after arrival, of train, will be allowed actual time for this service on basis of one-eighth of the daily rate per hour; the time on outgoing trains to be figured from the arrival at station to time train is scheduled to leave; on incoming trains from the time of arrival until relieved from that service.

When main line steam-heated or electric-lighted trains are held by time table at any station between the limits of engineers' run thirty minutes or more, engineers will be allowed time on the basis of one eighth of the daily rate per hour for such service.

(b) Engineers on road passenger engines detained in yard one hour or more before starting will be paid for same on basis of one-eighth of the daily rate per hour; time on trip to be figured as per Rule 6, less this yard detention time.

EXAMPLE:

Length of run (time on run 5 hours). .120 miles
 Train ordered for 9 A.M.
 Engine ordered to heat train
 from 8:30 A.M. (30 minutes) . 6 1/4 miles
 Departure delayed until 10 A.M. (1 hr.) 12 1/2 miles
 Total allowance 138 3/4 miles

NOTE-Paragraph (b) of Rule 14 applies alike to engines running light or handling trains.

Constructive Mileage

RULE 15. Engineers on engines in road passenger service running over the districts named below will be allowed constructive mileage as follows:

Kendrick and Howell	
Livingston and Bozeman	
Whitehall and Butte	
Lester and Easton Six	(6)
Helena and Blossburg	constructive
Missoula and Arlee	miles.
Saltese and Wallace	
Hunt and Pendleton	
Smeltz and Duroc	

Empty Passenger Equipment

RULE 16. Engineers handling trains of empty passenger equipment will be paid through freight rates.

FREIGHT SERVICE
Rates of Pay

RULE 20. Rates for engineers in through and irregular freight, pusher, helper, mine run or roustabout, belt line or transfer, work, wreck, construction, snowplow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be as follows:

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	Rates Per Day Engineers
B-3-B18, B-20	Motor car		Less than 80,000	\$10.75
B-19, B-21, B-22, B-23, B-26	Motor car		80,000 to 100,000	10.84
98	Diesel		" "	10.84
328	S-10	4-6-0	100,000 to 140,000	10.93
916	L-6	0-6-0	" "	10.93
1031, 1033	L-7	0-6-0	" "	10.93
2081, 2093	Q	4-6-2	" "	10.93

(continued next page)

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	Rates Per Day Engineers
B-24.....	Motor Car	.....	140,000 to 170,000	\$11.18
70.....	F-1	2-8-0	" "	11.18
1040-1134.....	L-9	0-6-0	" "	11.18
1160-1169.....	L-10	0-6-0	" "	11.18
1350-1389.....	S-4	4-6-0	" "	11.18
2110-2147.....	Q-1	4-6-2	" "	11.18
2148-2170.....	Q-3	4-6-2	" "	11.18
2177-2223.....	Q-4	4-6-2	" "	11.18
2305-2446.....	T	2-6-2	" "	11.18
2450-2467.....	T-1	2-6-2	" "	11.18
19-29.....	Y-1	2-8-0	170,000 to 200,000	11.36
31-42.....	Y	2-8-0	" "	11.36
125-131.....	Diesel	.....	" "	11.36
1201-1213.....	Y-3	2-8-0	" "	11.36
1250-1278.....	Y-2	2-8-0	" "	11.36
2226-2245.....	Q-5	4-6-2	" "	11.36
2246-2265.....	Q-6	4-6-2	" "	11.36
101-124 and 150-174.....	Diesel	.....	200,000 to 250,000	11.53
1170-1173.....	G-1	0-8-0	" "	11.53
1174-1193.....	G-2	0-8-0	" "	11.53
1501-1659.....	W	2-8-2	" "	11.53
1660-1699.....	W-1	2-8-2	" "	11.53
1700-1834.....	W-3	2-8-2	" "	11.53
1901-1919.....	W-2	2-8-2	" "	11.53
2500-2505.....	W-4	2-8-2	" "	11.53
100.....	Diesel	.....	250,000 to 300,000	11.68
1835-1859 (Without Booster)	W-5	2-8-2	" "	11.68
2600-2611 " "	A	4-8-4 #	" "	11.83
2626 " "	A-1	4-8-4 #	" "	11.83
2650-2659.....	A-2	4-8-4 #	" "	11.83
2660-2667.....	A-3	4-8-4 #	" "	11.83
2670-2677.....	A-4	4-8-4 #	" "	11.83
2680-2689.....	A-5	4-8-4 #	" "	11.83
1835-1859 (With Trailer Booster).....	W-5	2-8-2	300,000 to 350,000	11.83
2600-2611 (With Trailer Truck Booster).....	A	4-8-4 #	350,000 to 400,000	12.04
2626 (With Trailer Truck Booster).....	A-1	4-8-4 #	" "	12.25
.....	.....	.....	400,000 to 450,000	12.25
.....	.....	.....	450,000 to 500,000	12.46
.....	.....	.....	500,000 to 550,000	12.67
.....	.....	.....	550,000 to 600,000	12.85
.....	.....	.....	600,000 to 650,000	13.03
.....	.....	.....	650,000 to 700,000	13.21
6500-6506.....	Diesel	.....	700,000 to 750,000	13.39
.....	.....	.....	750,000 to 800,000	13.57
.....	.....	.....	800,000 to 850,000	13.75
.....	.....	.....	850,000 to 900,000	13.93
6000-6015.....	Diesel	.....	900,000 to 950,000	14.11
				With 18c added for each additional 50,000 lbs. or fraction there- of.

(Continued next page)

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	Rates Per Day Engineers
Mallets			Less than 275,000	\$12.50
1005-4025	Z-3	2-8-8-2	275,000 & Over	12.73
1500-4503	Z-4	2-8-8-2	275,000 & Over	12.73

The following rates apply to engineers operating simple articulated Mallet type locomotives of the Z-5, Z-6, Z-7 and Z-8 classes, under provisions of agreement dated February 27, 1945:

Simple Articulated Mallet Type

			Less than 275,000	\$12.50
			275,000 to 400,000	12.73
5100-5120	Z-6	4-8-6-4	400,000 to 450,000	12.98
5121-5126	Z-7	4-8-6-4	" "	12.98
5130-5149	Z-8	4-8-6-4	" "	12.98
			450,000 to 500,000	13.22
			500,000 to 550,000	13.48
5000-5011 (Without Booster)	Z-5	2-8-8-4	550,000 to 600,000	13.73
			600,000 to 650,000	13.98
5000-5011 (With Trailer Truck Booster)	Z-5	2-8-8-4	650,000 to 700,000	14.23
			700,000 to 750,000	14.43
				Add 25c for each additional 50,000 lbs. or fraction thereof.

#-Steam locomotives of the 4-8-4 type have been reclassified for pay purposes by being moved into the next higher wage bracket, as provided in the agreement of January 25, 1944.

NOTE-In determining the hourly rate, fractions of a cent will be disposed of by applying next higher quarter of a cent.

NOTE-The engine numbers as shown in Rule 20 conform to engines now in service. It is understood that in the event of any change in the engine numbers, class or type, or in the weight on drivers, that proper adjustment will be made in the rates of pay as applied to such engines.

Basic Day and Overtime

RULE 21. (a) In all classes of service covered by Rule twenty, 100 miles or less, 8 hours or less (straightaway or turnaround), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

(b) On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12 % . Over-

time shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

Beginning and Ending of Day

RULE 22. Road freight engineers' time will commence at the time they are required to report for duty and shall continue until the time the engine is placed on the designated track or they are relieved at terminal.

Turnaround Runs

RULE 23. (a) In freight and mixed service, a turnaround run is a run from a terminal to an Intermediate point and return to starting terminal, time to be continuous and not less than 100 miles will be allowed for each run, except as hereinafter provided.

(b) Regular assignments may be made consisting of a succession of short trips out of a terminal, provided the second or any succeeding run shall be started within eight (8) hours from the time crew was required to come on duty for the first trip, or when the actual miles run are less than one hundred (100) ; otherwise, the additional runs will be considered as commencing a new day.

(c) 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 26 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.

NOTE-When engineers are to be used in turnaround service, they will be so advised when called.

(d) The turnaround point will be considered the intermediate point.

Terminal Switching

RULE 24. Engineers required to do switching at terminals will be paid for time so employed on the

basis of one-eighth of the daily rate per hour. When overtime accrues, the allowance for switching or the overtime, whichever is the greater, will be paid.

EXAMPLES:

(a) Required to report at A, 7 A.M.; switches at A until 9 A.M.; leaves A at 9 A.M. and runs to B, 100 miles; relieved at B, 8 P.M.

Compensation-100 miles plus 2 hours' switching at former rates.

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

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

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

Compensation-Either 100 miles plus 2 hours' switching at former rates or 100 miles and 1 hour 20 minutes road overtime at 3/16 of the daily rate per hour, because the money value of the former allowance and the money value of the road overtime at 3/16 of the daily rate are equal.

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

Compensation-100 miles plus 2 hours' overtime at 3/16 of the daily rate per hour. In this case the money value of the road overtime at 3/16 of the daily rate exceeds the allowance of 2 hours' switching at former rates.

NOTE-In calculating the time engaged in switching it is understood that the time will be continuous from the time the work is begun until it is completed and train is coupled together.

Turning Engines

RULE 25. In freight service, turning engines on turntable or wye at terminals will be considered terminal switching.

Doubling Hills

RULE 26. Freight engineers required to double hills will be allowed mileage of double added to mileage of trip.

EXAMPLES:

(1) Distance 115 miles; required to double 5 raffles; total actual miles 125.

Allowance, 125 miles at the mileage rate plus overtime, if any, accruing after 10 hours.

(2) Distance 90 miles; required to double 4 miles; total actual miles 98.

Allowance, 100 miles.

(3) Mileage same as shown in Example 2; crew on duty 10 hours.
 Allowance, 100 miles at mileage rate, plus 2 hours overtime at 3/16 of the daily rate.

Special Mileage Allowances

RULE 27. In addition to the time card mileage, the following allowances will be made, as long as present conditions continue:

(a) Brainerd. Westbound Lake Superior Division freight engineers (except on way freights), one mile.

(b) Staples. Westbound Lake Superior and St. Paul Division freight engineers, one mile.

(c) Dilworth. Eastbound Saint Paul Division freight engineers and westbound freight engineers on Fargo & Southwestern, one mile.

(d) Butte. Montana Division freight engineers who are required to go from roundhouse to M. U. Yard with or for trains, and Rocky Mountain Division freight engineers handling their engines from roundhouse to M. U. Yard, 1.7 miles.

(e) Missoula. Westbound First Sub-division freight engineers delivering train in west yard, 1.6 miles.

(f) Yakima. Engineers between Auburn and Yakima on freight trains received or delivered in the new train yard at Yakima east of the passenger station, one mile.

Constructive Mileage

RULE 28. Engineers on engines in road freight and work service running over or working on the districts named below, will be allowed constructive mileage as follows, for each trip over the district or for each period of 8 hours and pro rata for time less, or in excess of 8 hours:

Kendick and Howell, six (6) constructive miles.

Livingston and Bozeman	
Whitehall and Butte	
Lester and Easton	
Helena and Blossburg	
Missoula and Arlee	
Saltese and Wallace	
	Twelve (12)
	constructive
	miles.

Hunt and Pendleton	
Smeltz and Duroc	
	Eight (8)
	constructive
	miles.

Engineers on engines used in pusher or mountain helper service, working on the districts enumerated in this rule, will receive constructive mileage allowances as specified for each day of eight (8) hours or less, and pro rata for time in excess of eight hours.

LOCAL FREIGHT SERVICE

RULE 29. (a) Local freights are trains whose work is the loading or unloading of freight or doing station switching enroute. Engineers on such trains will be paid ten (10) per cent increase over regular rates.

(b) Engineers in through or irregular freight service required to load or unload freight at more than two points enroute or pick up or set out cars at four or more points enroute, or do station switching at any point, will be paid local freight rate for the entire trip, setting out disabled cars and cars with hot boxes excepted.

(c) Engineers on log trains (except straightaway log runs handled in through freight service), coal trains to and from mines, regularly assigned ore service and transfer or switch runs, will be paid at local freight rates.

(d) When one train is operated westbound between Lake Park and East Grand Forks, via Crookston, it will be classed and paid as a local.

Application of Local Freight Rate

RULE 30. On any local freight run on which the increased compensation of ten per cent is allowed, engineer performing such service will be entitled to the increased compensation, whether regularly assigned to the run or not.

Local Freight Trains-Tied Up

RULE 31. When local trains are tied up for rest they will not be paid for resting time, except as provided in Rule 104, but will be allowed one day for completing the trip.

PUSHER SERVICE

Pusher Districts - Runarounds Non-Incident Work

RULE 32. (a) Pusher districts will be regularly established on divisions, the limits of which will be specified on time table.

b) Not starting engineers assigned to pusher service in turn will be considered a runaround.

Being runaround while on duty, or engines on Bozeman Mountain being returned to their assignment out of turn after being brought to Livingston for repairs, will not be considered a runaround.

(c) When engineers in pusher service are used in other than pusher service which is not in connection with train being assisted, they will be paid not less than a minimum day for such service; such allowances will be computed separately from the time on duty in pusher service and excluded in computing overtime in pusher service.

Garrison-Blossburg-Pusher District

RULE 33. The territory between Garrison and Blossburg will be known as a pusher district and operated by regular assigned crews.

Service Description--Basis of Payment

RULE 34. (a) Pusher service will be operated by regularly assigned crews and paid according to the provisions of paragraph (c) of this rule, except that where the requirements of the service on a district do not warrant the assignment of regular crews, pusher service will be operated from the chain gang list, if available.

NOTE- When operated by regular assigned crews, and the service requires the use of additional crews temporarily such service will be performed by crews from the extra list, if available

(b) An increase in the number of engines assigned to pusher service for seven days or less will be considered temporary and the provisions of Rule f 5 will not apply; otherwise, they will be governed by the same rules covering regular assigned pusher service.

When chain gang crews or extra crews are used in pusher service, on any pusher district, they will be governed by the pusher rules.

(c) Regular assignments may be made consisting of a succession of short trips out of a terminal, provided a second or any succeeding run shall be started within eight (8) hours from the time crew was required to come on duty for the first trip or when the actual miles run are less than one hundred (100); otherwise, the additional runs will be considered as commencing a new day.

(d) Freight and passenger pusher service may be operated separately on any one district, with the understanding that if a crew in passenger pusher service is used to help a freight train or vice versa, not less than a minimum of one hundred (100) miles will be allowed for such service.

MOUNTAIN SERVICE

Districts - Service Description - Basis of payment – Non-Incident work

RULE 35. (a) Except as provided in paragraph (d) of this rule, mountain helper service will be considered assigned service and come under the provisions of Rule 65, which will include engineers assigned to runs or work between the following points:

Helena and Blossburg,
Missoula and Arlee,
Easton and Lester,
Whitehall and Butte,
Saltese and Wallace.

NOTE-It will not be necessary under this rule to assign helper crews to any particular train or trip.

Engineers of engines used as helpers on the districts specified above, whether regularly assigned to that service or not, will be considered in mountain service.

Freight and passenger helper service may be operated separately on any one district with the understanding that if a crew in passenger helper service is used to help a freight train or vice versa, not less than a minimum of 100 miles will be allowed for such service.

(b) In assigned helper service a turnaround run is a run from a terminal to an intermediate point and return to starting terminal, time to be continuous and not less than 100 miles will be allowed for each round trip, except as hereinafter provided.

(c) Assignments may be made consisting of a succession of short trips out of a terminal, provided a second or any succeeding run shall be started within eight (8) hours from the time crew was required to come on duty for the first trip, or when the actual miles run are less than one hundred (100); otherwise, the additional runs will be considered as commencing a new day.

(d) An increase in the number of engines assigned to helper service for seven days or less will be considered temporary and the provisions of Rule 65 will not apply; otherwise, they will be governed

by the same rules covering regular assigned helper service.

NOTE-Limits of helper districts applying to regularly assigned crews, will be applied to extra helper crews, also the same penalty rules applying.

(e) When engineers assigned to mountain helper service are used in other than mountain helper service, not in connection with trip as mountain helper, they will be paid a minimum day for, and at the rate applying to such service; such allowances will be computed separately from time on duty in mountain helper service and excluded in computing overtime in mountain helper service.

NOTE-This rule applies to service between the points named in this rule and starting terminal must be designated in such assignment, and such crews will be entitled to continuous time until their return.

Leaving starting terminal after being on duty eight (8) hours, from time of commencing the day's work, or having run 100 miles, a new day will start.

WORK TRAIN SERVICE

Basis of Payment-Sunday Layover

RULE 36. (a) In work service, the allowance will be on a continuous time or mileage basis, without regard to arrival and departure from terminals during the .time in such service.

(b) Engineers in work service will not be allowed time for Sunday if they do not work on that day.

Engineers regularly assigned to work train service requiring them to be away from home over Sunday, will, unless otherwise advised, be permitted to go home for that day, providing they can return before time for beginning work Monday morning. If advised to remain with engine over Sunday and are not worked, they will be paid one day at work train rates.

(c) Engineers in unassigned work train or snow plow service of less than six days will not be tied up between terminals prior to the expiration of ten hours' service; if tied up prior to ten hours, time for ten hours' service will be allowed.

SNOWPLOW SERVICE

Rates of Pay-Flanging

RULE 37. (a) Engineers of engines used in snowplow service will be paid local freight rates.

This includes engines pushing rotary, Russell and wedge plows, but not engineers running rotary plows.

(b) When plows are run over road not in service, engineers will be paid at through freight rates, but if used enroute to widen cuts or flange sidings, engineers will be paid local freight rates for the entire trip.

(c) Engineers of engines used for flanging will be paid at through freight rate, except when flanging is done in connection with other service, when the rate applying to such other service will be paid.

(d) Regular assignments to snowplow service, governed by the provisions of Rule 65, will not be subject to the application of Rule 62. In temporary assignments Rule 62 will not apply when run in and out of the same terminal during the course of the day's assignment, but will apply on straightaway runs from one established chain gang terminal to another.

Rotary Plow-Basis of Payment

RULE 38. Engineers used as engineers of rotary plows will be considered in snowplow service and paid as per Rules 21, 28 and 100.

TRANSFER SERVICE

Layover Day

RULE 39. Engineers in transfer service will not be allowed time for Sunday if they do not work on that day.

Local Work

RULE 40. Ten per cent over regular rates will be allowed engineers performing service classed under provisions of Rule 29, clause (c).

CIRCUS TRAINS

RULE 41. (a) Engineers handling circus trains that stop to exhibit will, except on the last move, be paid not less than 12 hours 48 minutes or 160 miles at through freight rate for each move, including loading and or unloading of circus; overtime at 3/16 of the daily rate will be allowed for time in excess of 12 hours 48 minutes and if the mileage exceeds 160, overtime will begin when the time on duty exceeds the miles run divided by 12 %.

On the last move, if less than 12 hours 48 min-

utes is used, actual time or miles will be paid with a minimum of 100 miles; overtime at 3/16 of the daily rate will be allowed for time in excess of 8 hours and if the mileage exceeds 100, overtime will begin when the time on duty exceeds the miles run divided by 12 1/2.

Engineers used in other service during the time circus is exhibiting shall be paid extra therefor, according to the class of service performed, unless the service performed is switching made necessary by the presence of the circus train. When these trains do not stop to exhibit, they will be considered a through freight train.

(b) Theatrical trains stopping to exhibit will be allowed same time as above at through freight rates. When they do not stop to exhibit, they will be considered as through passenger trains.

EXAMPLE:

When theatrical train stops to exhibit and the last move of train requires fourteen hours, and the distance run is ninety miles, the allowance will be 100 miles, and six hours overtime at 3/10 of the daily rate per hour.

Theatrical train that does not stop to exhibit, runs 100 miles in eight hours and forty minutes; allowance will be 100 miles, and three hours and forty minutes overtime at the passenger overtime rate.

Combination Road-Switch Runs

RULE 42. Assignments may be made between Cie Elum and Lakedale combining yard and road service.

At other points where switching service is not maintained turnaround assignments in road switch service may be made combining road and yard service providing the total mileage of the road trips does not exceed thirty-five miles.

The combination service will be computed on continuous time basis at local freight rates. If crews are required to leave home terminal after having been on duty eight consecutive hours a new day will be started.

Engineers in such assignments will be allowed twelve (12) constructive miles for each day of eight (8) hours or less, and pro rata for time in excess of eight (8) hours.

Road rules will apply with the exception of Rules

24, 25, 62 and 68, which will not apply to such assignments.

EXAMPLE 1

Crew comes on duty at 7:00 A.M.
Relieved at 3:00 P.M.
Allowance-112 miles.

EXAMPLE 2

Crew comes on duty at 7:00 A.M.
Relieved at 4:00 P.M.
Allowance-113 1/2 miles at the mileage rate plus two hours overtime at 3/16 of the daily rate.

EXAMPLE 3

Crew comes on duty at 7:00 A.M.
Relieved at 5:00 P.M.
Allowance-115 miles at the mileage rate plus two hours overtime at 3/16 of the daily rate.

Yard Service Rates of Day

Rule 50. Rates for engineers in yard service shall be as follows:

ENGINE NUMBERS	Class	Type		RATES PER DAY		
				Yard Service	Butte Switch	Combined Hill and Lower Yard
B-3-B-23, B-26 98	Motor Car	.....	Less than 140,000	\$10.62	\$11.15	\$10.62
323	Diesel	.....	" " "	10.62	11.15	10.62
916	S-10	4-6-0	" " "	10.62	11.15	10.62
1031, 1033	L-6	0-6-0	" " "	10.62	11.15	10.62
2081, 2093	L-7	0-6-0	" " "	10.62	11.15	10.62
	Q	4-6-2	" " "	10.62	11.15	10.62
B-24	Motor Car	.....	140,000 to 200,000	10.80	11.31	10.80
19-29	Y-1	2-8-0	" " "	10.80	11.31	10.80
31-42	Y	2-8-0	" " "	10.80	11.31	10.80
70	F-1	2-8-0	" " "	10.80	11.31	10.80
125-131	Diesel	.....	" " "	10.80	11.31	10.80
1040-1134	L-9	0-6-0	" " "	10.80	11.31	10.80
1160-1169	L-10	0-6-0	" " "	10.80	11.31	10.80
1201-1213	Y-3	2-8-0	" " "	10.80	11.31	10.80
1250-1278	Y-2	2-8-0	" " "	10.80	11.31	10.80
1350-1389	S-4	4-6-0	" " "	10.80	11.31	10.80
2110-2147	Q-1	4-6-2	" " "	10.80	11.31	10.80
2148-2170	Q-3	4-6-2	" " "	10.80	11.31	10.80
2177-2223	Q-4	4-6-2	" " "	10.80	11.31	10.80
2228-2245	Q-5	4-6-2	" " "	10.80	11.31	10.80
2246-2265	Q-6	4-6-2	" " "	10.80	11.31	10.80
2305-2446	T	2-8-2	" " "	10.80	11.31	10.80
2450-2467	T-1	2-8-2	" " "	10.80	11.31	10.80

(Continued next page)

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	RATES PER DAY		
				Yard Service	Butte Switch	
					Hill Service	Combined Hill and Lower Yard
100-124 and 150-174...	Diesel	.....	200,000 to 300,000	\$10.97	\$11.48	\$10.97
1170-1173.....	G-1	0-8-0	" "	10.97	11.48	10.97
1174-1193.....	G-2	0-8-0	" "	10.97	11.48	10.97
1501-1659.....	W	2-8-2	" "	10.97	11.48	10.97
1660-1699.....	W-1	2-8-2	" "	10.97	11.48	10.97
1700-1834.....	W-3	2-8-2	" "	10.97	11.48	10.97
1835-1859 (Without Booster).....	W-5	2-8-2	" "	10.97	11.48	10.97
1901-1919.....	W-2	2-8-2	" "	10.97	11.48	10.97
2500-2505.....	W-4	2-8-2	" "	10.97	11.48	10.97
2600-2611 (Without Booster).....	A	4-8-4 #	" "	11.14	11.65	11.14
2626 (Without Booster)	A-1	4-8-4 #	" "	11.14	11.65	11.14
2650-2659.....	A-2	4-8-4 #	" "	11.14	11.65	11.14
2660-2667.....	A-3	4-8-4 #	" "	11.14	11.65	11.14
2670-2677.....	A-4	4-8-4 #	" "	11.14	11.65	11.14
2680-2689.....	A-5	4-8-4 #	" "	11.14	11.65	11.14
1835-1859 (With Trailer Booster)....	W-5	2-8-2	300,000 to 400,000	11.14	11.65	11.14
2600-2611 (With Trailer Truck Booster)	A	4-8-4 #	" "	11.31	11.82	11.31
2626 (With Trailer Truck Booster).....	A-1	4-8-4 #	" "	11.31	11.82	11.31
.....	.....	.....	400,000 to 500,000	11.31	11.82	11.31
.....	.....	.....	500,000 to 600,000	11.48	11.99	11.48
.....	.....	.....	600,000 to 700,000	11.65	12.16	11.65
6500-6506.....	Diesel	.....	700,000 to 800,000	11.82	12.33	11.82
.....	.....	.....	800,000 to 900,000	11.99	12.50	11.99
6000-6015.....	Diesel	.....	900,000 to 1,000,000	12.16	12.67	12.16

With 17c added for each additional 100,000 lbs. or fraction thereof.

Mallets

.....	.....	.....	Less than 275,000	\$11.71	\$12.22	\$11.71
4005-4025.....	Z-3	2-8-8-2	275,000 & Over	11.96	12.47	11.96
4500-4503.....	Z-4	2-8-8-2	" "	11.96	12.47	11.96

The following rates apply to engineers operating simple articulated Mallet type locomotives of the Z-5, Z-6, Z-7 and Z-8 classes, under provisions of agreement dated February 27, 1945:

Simple Articulated Mallet Type

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	Yard Service
.....	.....	.....	Less than 275,000	\$11.71
.....	.....	.....	275,000 to 400,000	11.96
5100-5120.....	Z-6	4-6-6-4	400,000 to 450,000	12.21

(Continued next page)

ENGINE NUMBERS	Class	Type	Weight on Drivers (Pounds)	Yard Service
5121-5126.....	Z-7	4-8-8-4	400,000 to 450,000	\$12.21
5130-5149.....	Z-8	4-8-8-4	" "	12.21
.....	.....	.....	450,000 to 500,000	12.46
.....	.....	.....	500,000 to 550,000	12.71
5000-5011 (Without Booster).....	Z-5	2-8-8-4	550,000 to 600,000	12.96
.....	.....	.....	600,000 to 650,000	13.21
5000-5011 (With Trailer Truck Booster).....	Z-5	2-8-8-4	650,000 to 700,000	13.46
.....	.....	.....	700,000 to 750,000	13.71
				Add 25c for each additional 50,000 lbs. or fraction thereof.

#-Steam locomotives of the 4-8-4 type have been reclassified for pay purposes by being moved into the next higher wage bracket, as provided in the agreement of January 25, 1944.

NOTE-In determining the hourly rate, fractions of a cent will be disposed of by applying next higher quarter of a cent.

NOTE--The engine numbers as shown in Rule 50 conform to engines now in service. It is understood that in the event of any change in the engine numbers, class or type, or in the weight on drivers, that proper adjustment will be made in the rates of pay as applied to such engines.

Basic Day-Computation of Times-Overtime Point for Going On and Off Duty

RULE 51. (a) Eight hours or less shall constitute a day's work.

Time of engineers in switch service will be computed from 15 minutes before the time required to leave the roundhouse track, or any other designated track, until relieved from care of engine.

EXAMPLE

Engine ordered to leave roundhouse track, or any other designated track, at 7:00 A.M.; time to be computed from 6:45 A.M.

Time of engineers of switch engines double or triple crewed and changing shift without intermission will be computed from time required to commence work.

(b) 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-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate, according to class of engine.

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

EXAMPLES:

Question (1). What compensation should be allowed for additional service where a crew is regularly assigned to work 12 midnight to 8 A.M. and (service performed not affected by exceptions outlined in this rule): (a) Is required to cover the third shift on the same day, 4 P.M. to 12 midnight? (b) Is required in an emergency to work 8:30 A.-M. until 11:30 A.M.? (c) Is required in an emergency to work 8 P.M. to 12 midnight (4 hours) on the same day? (d) is given 48 hours' notice and assignment is moved up an hour, starting at 11 P.M. and being relieved at 7 A.M., and consequently in the 24-hour period works 9 hours, but not more than 8 hours on a shift?

Decision. (a) Eight hours at time and one-half. (b) Eight hours at time and one-half. (c) Eight hours at time and one-half. (d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

Question (2). An extra man is worked on two 8-hour shifts within the same 24-hour period, or on one 8-hour shift and is started on another shift in the same 24-hour period that spreads into the next 24-hour period. How shall he be paid for such service?

Decision. It should be understood that under that portion of paragraph (b) applying to extra men when required to remain on duty in excess of 8 hours in continuous service they will receive overtime at time and one-half on the minute basis. When they start a second trick within a 24-hour period they will not be paid under the overtime rule, but will start a new day regardless of present rules and will receive for 8 hours or less straight time rates. The intent of this is not to deprive extra men of extra work, which would result if time and one-half had to be laid for the second shift.

Question (3). What compensation should be allowed an extra man who is called and at 4 A.M., relieves

regular man who is covering an assignment, 12 midnight to 8 A.M., and the assignment works until 9 A.M.: Regular engineer working 4 hours. Extra engineer working 5 hours. Remainder of crew working 9 hours.

Decision. Extra man will receive a minimum day only.

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

The point for going on and off duty will be gov-

erned by local conditions. In certain localities Instructions will provide that engine crews will report at the hump, others report at yard office, others at enginehouses or ready tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

NOTE-Explanation of Payments: Engineer on first assignment receives engine at roundhouse and is relieved at some other point to be allowed 15 minutes preparatory time and 15 minutes after completion of day's work to compensate for not returning to starting point.

Engineer on second assignment changing without intermission not entitled to preparatory time to be allowed 15 minutes at end of day's work.

Engineer on third assignment receiving and delivering engine at roundhouse to be paid preparatory and inspection time.

Assignments

RULE 52. 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

RULE 53. (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.

Calculating Assignments and Meal Periods – Shop Yard Engines

RULE 54. (a) The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

(b) Yard crews will be given the usual notice of change in working conditions as will enable crews to exercise their seniority rights.

NOTE-Notice of changes in starting time or assignments will be posted at designated points.

(c) Where yard engines work six days per week, and one or more engines are required to work Sundays or Holidays, engineers in such service will have preference to such Sunday or Holiday work in accordance with their seniority.

(d) Engineers who are assigned to and operate shop yard engines will be paid the yard rates of wages and be governed by the yard service rules.

Lunch Time

RULE 55. (a) Yard crews will be allowed 20 minutes for lunch between 4 % 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 therefor.

(c) The time for meals will commence at the time engine crew is released from care of engine.

NOTE-The lunch period must be given and completed within 4,2 and 6 hours after starting work.

Arbitraries and Special Allowances

RULE 56. (a) Where it has been the practice or rule to pay a yard engine crew or either member thereof arbitraries or special allowances, or to allow another minimum day for extra or additional serv-

ice performed during the course of or continuous after the end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in section (b) .

(b) Where regularly assigned to perform service within switching limits, yard men shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

NOTE-When will road crews be considered as be- available? Answer.-A road crew is available when rest is up and is subject to call.

GENERAL RULES

Straightaway Runs

RULE 61. A straightaway run is a run from one terminal to another terminal, and not less than 100 miles will be allowed for each such run, except as otherwise provided in this agreement.

Automatic Release

RULE 62. Engineers arriving at terminals or end of run are automatically released.

Mileage Computation

RULE 63. Mileage allowance will be computed on time card distances.

Two or More Classes of Service in a Day or Trip

RULE 64. Road engineers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service.

The overtime basis for the rate paid will apply for the entire trip.

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

EXAMPLES:

	Service	Miles Run	Hours Consumed	Rate	Allowance
(1)	Passenger.....	70	3	\$10.19	Freight rate being the highest, allowance 100 miles at \$11.18.
	Freight.....	30	5	11.18	
(2)	Passenger.....	80	6	10.19	Freight rate being highest, allowance 150 miles at \$11.18 plus 1 hour overtime at $\frac{3}{16}$ of daily rate. Freight overtime rules follow freight rate.
	Freight.....	70	7	11.18	
(3)	Passenger.....	80	3	10.19	Local rate being highest, allowance 125 miles plus 1 hour overtime at $\frac{3}{16}$ of daily rate.
	Local Freight..	45	8	12.298	

Assigned Runs

RULE 65. Except in cases of unavoidable interruption to traffic, men on assigned runs will be paid for every working day, provided they hold themselves in readiness to perform any required service as engineers; overtime to apply to the trip on which made.

Every working day means the number of days in the calendar month that runs are carded for or engines are supposed to work.

NOTE-Payments under the provisions of this rule will be for the full mileage or hours of the assignment but will not include any overtime that may be made which is not part of the assignment.

NOTE-Engineers in regularly assigned service will not be used in other service where other engineers who are entitled to the service are available.

Deadheading

RULE 6 6. (a) Engineers deadheading on their own division on Railroad business, will be paid same rate as engineer pulling the train, on the basis of one hundred (100) miles or less, eight hours or less, overtime at $\frac{3}{16}$ of the daily rate per hour.

(b) Deadhead time will be paid, actual miles or hours, whichever is the greater, and computed separately from other allowances, not less than one hundred (100) miles will be allowed if no other service is performed. This to apply to all deadhead service except regular crews assigned to relief work, commonly called "dog-catcher" service. Time of

crews regularly assigned to such service will be computed continuously.

NOTE-Engineers entering service after having been deadheaded will be allowed a minimum of 100 miles for such service.

(c) Engineers going to take runs to which their seniority entitles them will not be paid for necessary deadheading. Engineers relieved as result of application of seniority rule will be paid for deadheading from point at which relieved to point at which ordered to report.

(d) Engineers sent to relieve engineers who have acquired their maximum mileage allowance, will not be paid for necessary deadheading from home terminal to point of relief. Relief engineers returning from point of relief to home terminal will be paid for deadheading.

(e) Engineers being transferred as per Rule 122 will be allowed one day for each calendar day while being transferred.

(f) Engineers entitled to regular service will not be placed on the extra list or held away from home terminals for the purpose of avoiding the payment of deadhead time.

Calling

RULE 67. (a) Where callers are employed, engineers will be called as nearly as practicable one hour and fifteen minutes before required to come on duty. Each man when called will sign call book which will show the time called, leaving time and, when practicable, destination of train. Distance limits for calling to be arranged with Master Mechanic.

When an engineer is called for service for outlying points he will be furnished available information as to the character of such service and the probable length of time away from home terminal.

Where practicable, engineers assigned at outlying points will be advised by wire when displaced by senior men.

(b) Engineers will go on trains for which called. provided no delay to trains is caused thereby. Changing the destination of a train after engineer is called does not constitute an annulment or diversion of such train.

First In, First Out - Runarounds

RULE 68. (a) Engineers on extra list, engineers in chain gang, engineers in mountain helper service and engineers in pusher service will run first in, first out, in the service, and on the districts or divisions to which they are assigned.

If not sent out in turn they,, will be paid 25 miles for each time runaround, but in no instance more than one hundred (100) miles for each calendar day. This does not apply to assigned runs.

Exception: When two engineers are called in chain gang freight service for the same train and same destination, one to handle the train and one to deadhead, the engineer first out will deadhead; at the distant terminal the engineer deadheaded will stand ahead of the engineer who handled the train. When two engineers are called from the extra list for the same train, one to deadhead and the other to handle the train, except when called for chain gang service, the first out man will handle the train and the second man out will deadhead.

Where two engineers are called off the extra list for the same time on duty, the first out man will, where practicable, be given choice of the service.

Engineers runaround for their own convenience, or at their own request, will not be paid for the time lost.

Running chain gang engineers off their assigned district when other engineers are available for the service will constitute a runaround.

When necessary to call an engineer to perform temporary relief work on account of trains tied up under the hours of service law, at points where no extra list is maintained and there are no chain gang engineers available, engineers who are available and can be used without loss of time, shall be used in accordance with their seniority.

(b) When an engineer has had his rest he shall stand first out if hi, turn has come.

Engineers resuming duty after a layoff, will be required to report for duty a sufficient time in advance of leaving time of his regular run to enable the displaced man to resume duty in his assignment, without loss of time.

NOTE-Under the above rule if the displaced man teas available for the service to which he is regularly

assigned, but was not used account of the man laying off not reporting in time, to enable him to go out on his run, the man laying off will not be permitted to go out until the succeeding trip, otherwise, the man being displaced will stand the loss of time.

Called and Recalled

RULE 69. An engineer called for duty and later recalled will be paid for the time so held until released from duty on the basis of one-eighth of the daily rate per hour, but not less than one-quarter of one day, provided he registers at roundhouse or train register. He will be allowed one day in case engine is taken from roundhouse track. In the first instance he will retain his position on the board; in the second instance he will be considered as having arrived at time he arrives at roundhouse.

Side or Lap Back Trips

RULE 70. When a crew is required to make a side trip or lap back trip between their terminals, miles made on side trip or lap back trip will be paid for in addition to the regular mileage allowance for the trip between terminals, except if overtime accrues the mileage for the side trip or lap back trip, or the overtime, whichever is the greater, will be allowed; overtime to be computed on the basis of the mileage of the trip exclusive of the side or lap back trip.

It is understood that this rule does not apply when trains run between the same terminals over an alternate route.

NOTE-This rule will not apply where side trip or lap back trip is made a part of the regular assignment.

Switching at Pembina

RULE 71. Engineers will be allowed time for terminal switching at Pembina, including transfer to Emerson, on basis of one-eighth of the daily rate per hour, as per Rule 24.

Pilots

RULE 72. Engineers used as pilots will be paid as per class of engine handling train.

Tied Up On Road

RULE 73. (a) Unless provided in other rules, engineers will not be tied up between terminals

EXAMPLES:
(Applying to Freight Service)

- (a) Run 80 miles in 3 hrs. (11 A.M. to 2 P.M.) 80 miles
Tied up 2 P.M. to 10 P.M. 100 miles
Continued tied up until 6 A.M.
(Not required to watch engine)
Run to end of run (40 miles) in 4 hrs.,
6 A.M. to 10 A.M. 100 miles
Total allowance 280 miles
- (b) Run 40 miles in 3 hrs. (7 A.M. to 10 A.M.) 40 miles
Tied up 10 A.M. to 7 P.M., 9 hours
(Required to watch engine) { 100 miles
plus
1 hr. O.T.
Run to end of run (40 miles) in 4 hrs.,
7 P.M. to 11 P.M. 50 miles
Total allowance { 190 miles
plus
1 hour overtime
- (c) Run 40 miles in 3 hrs. (7 A.M. to 10 A.M.) 40 miles
Tied up 10 A.M. to 6 P.M. 100 miles
Continued tied up until 12 midnight second
day (30 hours) 100 miles
(Not required to watch engine)
Run to end of run (40 miles) in 4 hrs., 12
midnight to 4 A.M. 100 miles
Total allowance 340 miles
- (d) Run 40 miles in 4 hrs. (6 A.M. to 10 A.M.) 50 miles
Tied up 10 A.M. to 6 P.M. 100 miles
Continued tied up until 2 A.M. third day
(32 hours).
Watched engine from 10 P.M. second day
to 2 A.M. of third day 100 miles
Run to end of run (80 miles) in 3 hrs.,
2 A.M. to 5 A.M. 100 miles
Total allowance 350 miles

EXAMPLES:
(Applying to Passenger Service)

	Under 8 Within 10- Hour Rule	Straight- away Pas- senger Runs
(a) Run 80 miles in 3 hrs. (11 A.M. to 2 P.M.).....	80 miles	80 miles
Tied up 2 P.M. to 10 P.M.	100 miles	100 miles
Continued tied up until 6 A.M. (Not required to watch engine)		
Run to end of run (40 miles) in 4 hrs., 6 A.M. to 10 A.M.	100 miles	100 miles
Total allowance	280 miles	280 miles
(b) Run 40 miles in 3 hrs. (7 A.M. to 10 A.M.).....	40 miles	60 miles
Tied up 10 A.M. to 7 P.M., 9 hours. (Required to watch engine)	100 miles and 1 hr. O. T.	100 miles and 4 hrs. O. T.
Run to end of run (40 miles) in 4 hrs., 7 P.M. to 11 P.M.	50 miles	80 miles
Total allowance	190 miles plus 1 hr. overtime	240 miles plus 4 hrs. overtime
(c) Run 40 miles in 3 hrs. (7 A.M. to 10 A.M.)...	40 miles	60 miles
Tied up 10 A.M. to 6 P.M.	100 miles	100 miles
Continued tied up until 12 midnight second day (30 hours) (not re- quired to watch engine)	100 miles	100 miles
Run to end of run (40 miles) in 4 hrs., 12 midnight to 4 A.M.....	100 miles	100 miles
Total allowance	340 miles	360 miles
(d) Run 40 miles in 4 hrs. (6 A.M. to 10 A.M.)	50 miles	80 miles
Tied up 10 A.M. to 6 P.M.	100 miles	100 miles
Continued tied up until 2 A.M. third day (32 hours). Watched en- gine from 10 P.M. sec- ond day to 2 A.M. third day	100 miles	100 miles
Run to end of run (80 miles) in 3 hrs., 2 A.M. to 5 A.M.	100 miles	100 miles
Total allowance	350 miles	380 miles

(b) No trains will be tied up between terminals except by permission of Superintendent.

(c) Where practicable, engineers will not be tied up between terminals where eating or sleeping accommodations are not available.

Towing In

RULE 74. Engineers tied up under the law and then towed in before having their required rest will be paid the same as if they had not been tied up, no time being deducted.

Time After Suspension or Layoff

RULE 75. The time of engineers after suspension or layoff, will commence when they take charge of their engines.

Time Slips

RULE 76. Engineers will report time of their firemen with their own, and will be promptly notified when time is not allowed as per slip, with reason for disallowance.

Leaving Service

RULE 77. Engineers leaving the service will be paid in full, less authorized deductions.

Final Terminal Delay

RULE 78. At all points where arbitrary or special allowances are made for handling engines or trains between depot and train yard or roundhouse, such allowances will continue and this rule will not apply.

At all other points where the distance run between the point where final terminal time commences and the roundhouse or designated track is one mile or more, the actual distance run will be allowed, provided, that in any case when the delay is thirty minutes or more, time or mileage, whichever is the greater, will be allowed.

Mileage or time allowances under the above rule will be computed, in freight service from the point or from the time train makes final stop on designated yard track; in passenger service from the point or from the time train stops at passenger depot, final terminal time will conclude when engine is placed on roundhouse or other designated track.

The above will apply to all classes of service on mileage basis and will be paid for at engine road rates, as per class of engine and service, on the basis of one-eighth of the daily rate per hour.

This rule does not provide for duplicate payments by the application of other schedule rules in connection therewith.

EXAMPLE:

Train arrives at	1:30 P.M.
Switching from	1:30 to 1:45 P.M.
Arrives at roundhouse track at	2:15 P.M.
Allowance 45 minutes final terminal delay.	
Same train, under above conditions, arrives at roundhouse track at	1:59 P.M.
Allowance 15 minutes terminal switching.	

Under last example the mileage run from point of release from switching is less than one mile. If the distance was over one mile the same should be added to the above allowance under last example.

Special Mileage Allowances-Outgoing Trips

RULE 79. At all points not covered by special allowance, engineers will be allowed actual mileage on outgoing trips where the distance run is one mile or more from roundhouse or designated track to depot or point at which engine is coupled to train.

In freight service distance will be computed from the roundhouse to the point in yard where the engine ordinarily couples onto the train, that is, the usual yard track where the train is made up.

Held Away From Home Terminal

RULE 80. 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 16 hours from the time relieved from previous duty, at the regular rate per hour paid then, for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the next succeeding 8 hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter. Should an engineer be called for duty after pay begins, time will be computed continuously, provided that if overtime accrues on the trip that portion of the overtime due to starting

pay at the expiration of the 16-hour period instead of at the time actually required to report for duty shall be paid at the pro rata rate, in order that time and one-half time for overtime will not be so applied as to increase the rates paid for time growing out of the held-away-from-home terminal rule.

For the purpose of applying this rule the railroad will designate a home terminal for each crew in pool freight and in unassigned service.

Special Trains

RULE 81. When engineers are held for special service from their regular service (regular run, chain gang or extra list) the time so held, to a maximum of eight hours in any twenty-four hour period, will be added to the time or mileage made on the trip. If held and not used they will be allowed eight hours for each twenty-four hour period so held, at rate applying to engine and service in which last used.

Engineers so held will be paid not less than they would have earned in their regular service.

EXAMPLES:

Held 8 hours and then run 80 miles in three hours. Allowance	200 miles
Held 22 hours and then run 100 miles in four hours. Allowance	200 miles
Held 26 hours and then run 80 miles in three hours. Allowance	225 miles
Assigned to a run of 150 miles with a third day layover; held the first and second day and then run 250 miles on layover day. Allowance	450 miles

Work on Engines

RULE 82. So far as practicable, throttles of all engines will be packed, and wedges set up by roundhouse force, and on all engines, boilerhead fittings, including water glass and gauge cocks, lubricators and injectors, throttles and air pumps will be packed, and headlights cleaned, and pit inspection of engines made by roundhouse force. Engineers will not be required to fill grease cups, flange oilers, headlights, markers or other lamps, at points where roundhouse force or an engine watchman is employed. At all points where the roundhouse force is inadequate to do all or any part of this work, it will be done by the engineers. Engineers who may be required to do repair work, where the

roundhouse force is inadequate as above provided, will be paid for such service on basis of one-eighth of the daily rate per hour. Engineers will not be relieved from as careful inspection as can be made from the outside and reporting all necessary work on engines.

Rest

RULE 83. Engineers who have been in continuous service for 12 hours or more or who have not had an opportunity for 10 consecutive hours off duty in the preceding 24 hour period, will upon request, on arrival at terminal, be given 10 hours off duty before being required to leave terminal.

Notice of Layover Day

RULE 84. Engineers on regular runs where layover day occurs away from home terminal will be given timely notice whether they will be needed or not.

Fines

RULE 85. Engineers will not be obliged to pay fines for loss or damage to equipment.

Detoured Trains-Doublecrewing

RULE 86. (a) In cases of unavoidable interruption of traffic assigned engineers will be used in service to which assigned, in preference. Trains detoured over other roads, returning over this road, will be handled by engineers of division on which such detoured trains are run.

(b) When it becomes necessary to make long detours, under circumstances making doublecrewing necessary, engineers so assigned will be allowed full time. Meals will be furnished free while on foreign roads and until they reach the limits of their home division territory. Sleeping car accommodations will be furnished engineers off duty free when such accommodations are available.

Meals on Road

RULE 87. As far as practicable, engineers will be allowed to eat their meals at a regular eating house after a reasonable time on duty.

Transportation of Household Goods

RULE 88. When necessary for an engineer to move from one place to another on account of lay-

over or change of runs, he will be furnished free transportation for his household effects.

Responsibility for Performance

RULE 89. (a) Engineers will be held strictly responsible for the performance of their firemen in accordance with operating rules, and also for the condition and performance of their engines.

(b) Engineers will be held responsible for having proper supplies on their engines, but will not be required to carry supplies, tool boxes and oil cans, to and from engines.

THE FOLLOWING TWO RULES FROM THE AWARD OF MAY 1ST, 1915, ARE ADOPTED:

Efficiency Tests

RULE 90. We recognize the necessity of making efficiency tests, but when such tests are made they should not be conducted under conditions that are hazardous to the employees.

Official Record of Weights on Drivers

RULE 91. For the purpose of officially classifying locomotives, each railroad, party to this arbitration, will keep bulletin at all terminals showing actual weight on drivers of all engines in its service.

Deadhead Cars

RULE 92. Engineers will not be required to pull deadhead cabooses, cars or engines outside of yard limits without conductor or brakeman, except official or water cars.

New Type of Engine

RULE 93. If a type of locomotive is introduced which formerly was not in use on this railroad and the rates herein provided are less than those in effect on other roads in this territory, the rates of the other roads shall be applied.

Short Trips Account Accident-Running for Water, Etc.

RULE 94. Engineers required to make short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine

failure, -running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

Boosters

RULE 95. The weight on all other power driven wheels will be added to the weight on drivers of locomotives that are equipped with boosters, and the weights produced by such increased weights shall fix -the rates for the respective classes of service.

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

MISCELLANEOUS

RULE 100

MISCELLANEOUS RATES	Deadhead Account Transfer	Preparing Engines for Service	Held for Special Train	Watching Engines	Rotary Plow
	Per Calendar Day				
Engineer-Road	\$9.98	\$10.55	Rule 81	\$9.68	\$11.52
Engineer-Switch	9.70				

Attending Court

RULE 101. Engineers attending court at the request of the Railroad will be allowed one day's pay for each calendar day at the daily rate applicable to the class of service to which assigned and will be guaranteed not less than they would have earned on their regular assignment.

Engineers having no regular assignment will be paid \$10.55 per calendar day.

If required to leave home terminal, legitimate expenses will be allowed, same to be certified to by Railroad's attorney.

Held for Engines

RULE 102. Engineers held away from home terminals for engines coming from or going to shops or engines in transit from one division or district to another, will be paid one (1) day for every

twenty-four (24) hours held, time to be computed after twelve (12) hours.

EXAMPLE:

An engineer is held 18 hours. Allowance, 6 hours, 75 miles.

This in addition to service performed at expiration of the 6 hours.

Same principle applies to all time held after first twelve hours, except that a maximum of eight hours will be paid for every twenty-four hours held.

Preparing Engines

RULE 103. (a) Engineers used preparing engines for service after they have been turned out of

shop, will be paid \$10.55 per 100 miles or less, eight hours or less, if no other service is required. Preparing and trying engine on road on same day will be considered the "same trip." This applies to first trial trip only, while engine is being tried without train. Brainerd job to be considered an assignment. ,

(b) Engineer assigned to Brainerd Shop job will not be permitted to deliver engines outside of his Division.

Watching Engines

RULE 104. Engineers required to take care of or watch engines will be allowed time and pay as per schedule, except that in case of engines tied up on road, they will be paid at road rates as per class of engine.

Both engineer and fireman will not be paid for same time, except when both men are required to stay with and take care of engine.

**ELECTRIC LOCOMOTIVES-GAS-ELECTRIC
MOTOR CARS**

RULE 110. (a) Wherever electric or other power is installed as a substitute for steam, or is now operated as a part of their system on any of the tracks operated or controlled by any of the railroads, the locomotive engineers shall have preference for positions as engineers or motormen, but these rights shall not operate to displace any men holding such positions as of April 10, 1919.

(b) Engineers employed on electric locomotives in passenger service to be paid the rates shown in Rule 1, based upon weight on drivers. In the ap-

plication of the rate for various driver weights in electric locomotive service, the total weight on drivers of all units operated by one engine crew shall be the basis for establishing the rate.

(c) Electric car service, whether operated in multiple unit or single unit, to be paid minimum rate shown in Rule 1.

(d) All motor cars used in passenger service operated under train rules by engineers, regardless of whether operated by gasoline, steam, electricity, or other motive power, to be paid minimum rate shown in Rule 1.

PROMOTION AND SENIORITY RIGHTS

RULE 113. Rules from Chicago Joint Agreement Between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen & Enginemen:

ARTICLE X

Promotion of Firemen and Employment of Engineers

(a) Firemen shall rank on the firemen's roster from the date of their first service as firemen when called for such service, except as provided in Section (k), and when qualified shall be promoted to positions as engineers in accordance with the following rules:

(b) Firemen shall be examined for promotion according to seniority on the firemen's roster, and those passing the required examination shall be given certificates of qualification, and when promoted shall hold their same relative standing in the service to which assigned.

NOTE-If, for any reason, the senior eligible fireman should fail his examination, and a junior qualified fireman would pass and be qualified, be promoted, and actually assume service as an engineer, the junior fireman would then outrank the senior fireman who had failed to qualify, but if before the junior fireman actually assumed service as engineer, the senior fireman should pass his second examination and become qualified, he should then be promoted in accordance with his age as the senior fireman, regardless of the fact that the junior fireman has qualified ahead of him.

(c) If for any reason the senior eligible fireman or engineer to be hired is not available and junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the jun-

for fireman so used establishes shall go to the credit of the senior eligible fireman or engineer to be hired, provided the engineer to be hired is available and qualifies within thirty days. As soon as the senior fireman or engineer to be hired is available, as provided herein, he shall displace the junior fireman, who shall drop back into whatever place he would have held had the senior fireman to be promoted or engineer to be hired been available and the junior fireman not used.

NOTE-Qualification, as referred to herein, is not intended to include learning of road or signals.

(d) As soon as a fireman is promoted he will be notified in writing by the proper official of the company of the date of his promotion, and unless he files a written protest within sixty days against such date he cannot thereafter have it changed. When a date of promotion has been established in accordance with regulations; such date shall be posted and if not challenged in writing within sixty days after such posting, no protest against such date shall afterwards be heard.

(e) No fireman shall be deprived sac: of his rights to examination, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence: Provided, that upon his return he shall be immediately called and required to take examination and accept proper assignment.

(f) The posting of a notice of seniority rank, as per section (d), shall be done within ten days following date of promotion and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

(g) Firemen having successfully passed qualifying examination shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the first service as engineer, when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list or holding a regular assignment as engineer on such seniority district.

NOTE-On roads where promotion is to road service only, promotion and establishment of seniority date as road engineer will obtain.

(h) On a seniority district where firemen are required to fire less than three years, all engineers will be hired:

If required to fire 3 and less than 4 years, 1 promoted and 1 hired;

If required to fire 4 and less than 5 years, 2 promoted to 1 hired;

If required to fire 5 and less than 6 years, 3 promoted to 1 hired;

If required to fire 6 and less than 7 years, 4 promoted to 1 hired;

If required to fire 7 and less than 8 years, 5 promoted to 1 hired.

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

The foregoing will not prevent committees from having discharged engineers re-employed or reinstated on their former seniority districts at any time.

(i) If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty days from date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotions.

(j) In case an engineer is hired and used in actual service when, under requirements of section (h), a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualify within thirty days, who shall rank immediately ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

(k) The seniority date of the hired engineer shall be the date of his first service as engineer,

except as provided in Sections (c), (i) and (j) of this Article. It is further provided that engineers hired, or permanently transferred from one seniority district to another on any railroad, shall be given a date of seniority as fireman corresponding with their date as engineer.

ARTICLE XI

Regulation of Mileage

(a) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

First: That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4,000 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, are averaging the equivalent of 3,200 miles per month; on the road extra list are averaging the equivalent of 2,600 miles per month, or those on the extra list in switching service are averaging 26 days per month.

Second: That when reductions are made they shall be in reverse order of seniority.

(b) When hired engineers are laid off on account of reduction in service, they will retain all seniority rights; Provided, they return to actual service within 30 days from the date their services are required. This rule also applies to firemen.

(c) Engineers taken off under this rule shall be returned to service as engineers in the order of their seniority as engineers, and as soon as it can be shown that engineers in assigned or extra passenger service can earn the equivalent of 4,800 miles per month; in assigned, pooled, chain gang or other regular service paying freight rates, the equivalent of 3,800 miles per month, or in extra service the equivalent of 3,000 miles per month.

(d) In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles for passenger and 3,200 and 3,800 miles for other regular service, as provided herein. If, in any service, additional assignments would reduce earnings below

these limits, regulation will be effected by requiring the regular assigned man or men to lay off when the equivalent of 4,800 miles in passenger or 3,800 miles in other regular service has been reached.

(e) Under this rule it is understood that after all engineers who have been taken off have been returned to service as engineers, this rule shall not apply with respect to further additions.

NOTE-In making reductions and replacing firemen upon the service lists, the same mileage shall apply as in the case of engineers.

NOTE-When it becomes necessary to rearrange runs under the application of this rule, engineers' committee on the division will be given consideration on the subject, and engineers will be permitted to exercise their choice of runs in accordance with their seniority.

NOTE-Where the total mileage on any one or more run permits the assignment of one or more engineers as swing engineer they may be so assigned, in order to keep the mileage or equivalent within limit stated in the above rule.

NOTE-Engineers receiving both freight and passenger rate of pay will not be permitted to exceed the equivalent of the maximum rate of pay in the two services.

NOTE-Engineers required to perform service as engineer and as fireman during one month on account of reducing and increasing the force, will not be permitted to exceed the equivalent of 3,800 miles at engineers' minimum freight rate.

NOTE-The above will not permit engineers to perform additional service either as fireman or engineer, when they have reached their maximum mileage in either service.

NOTE-Engineers deadheading to an outlying point to fill a vacancy will hold such run until the regular man returns to duty, providing such time does not exceed fifteen days.

NOTE-The above shall not preclude the company from requiring engineers to make mileage in excess of these limitations when the necessity of the service requires it.

NOTE--Engineers in road service shall register, on arrival at home terminal, the total equivalent of miles earned up to date.

Reemployment or Reinstatement

RULE 114. Engineers who are discharged or suspended or who leave the service voluntarily with consent of Master Mechanic, and are returned to duty or reemployed within a period of six (6) months, will be restored to their former rank; if reemployed after six (6) months, they will rank as new men.

NOTE-An engineer under sentence of suspension or dismissal, whose case has been appealed, which appeal is pending at time the six months period expires, will retain his seniority date for six months thereafter.

Leave of Absence

RULE 115. After an engineer has been on the engineers' seniority list for ten years or more he may be granted a one-year leave of absence.

NOTE-This will not permit an engineer to take employment as an engineer with another railroad.

NOTE-Under the application of Rule 116, time exceeding one year may be granted without requiring engineer to make a trip in order to hold his seniority.

Promotion

RULE 116. Engineers will be promoted on their respective divisions with reference to the following, the Management to decide:

First-Fitness for position.

Second-Previous record for faithful service.

Third-Length of service.

Other Service

RULE 117. (a) Engineers assigned to other duties may be reinstated as engineers at the discretion of the Management.

(b) Engineers accepting official positions in company's service or employed by the Brotherhood of Locomotive Engineers will retain their rights on the seniority lists.

Rights to Runs-Lap Runs

RULE 118. (a) Engineers will have seniority rights to runs on their respective divisions, including branches, when there is a vacancy.

(b) A change of time table or number of train does not create a vacancy, but a change of time or a change of layover to the extent of three (3) hours at terminals, or a change of terminal, will be considered a vacancy. Engineers oldest in the service will have choice of runs in any class of service when runs are affected as above stated. A change by bulletin to have the same effect as provided in the above provisions. Engineers will be required to make choice of runs within seven (7) days.

(c) When the mileage of any run is changed to the extent of 300 miles per month, it will be considered vacant and subject to seniority choice.

(d) A change from a freight to a mixed, or from a freight or mixed to a passenger run, shall be declared a vacancy and vice versa.

(e) When an engineer loses any run to which he has been assigned, he must exercise his seniority right in the selection of a run within seven days; failure to do this forfeits his seniority rights to all except the extra list until a vacancy occurs.

NOTE 1. The limitation of seven days in making choice of runs does not apply to engineers laying off or who are not in actual engine service.

NOTE 2. Under the provisions of Rule 118 (e) and Note 1 appearing thereunder, when an engineer has lost a run and is entitled to exercise his seniority in the selection of a run, he will be permitted to displace any junior engineer in a particular assignment, except that if he exercises his seniority in pool service he will in such a case be restricted to displacing the Junior engineer in the pool.

The term "pool service" will apply to pool freight service. The term pool service" will not apply to a passenger pool assigned to handle regular or carded trains unless such pool also includes the handling of unassigned passenger trains.

NOTE 3. An engineer who has lost a run to which he has been assigned will not be permitted to mark up for a temporary vacancy without first having made a selection of a regular job or the extra list.

(f) Work trains and transfer engines are preference service.

(g) Locomotive engineers will have preference on rotary snowplows.

(h) Engineers shall be kept on the district to which they are assigned except in cases of emergency and then they will be returned as soon as possible.

(i) Except in cases of extreme emergency engineers will not be run off their own divisions and will be returned as soon as possible, the intent being to return them to their own division after one round trip.

When engines are transferred from one division to another, engineers will not be transferred with them if there are engineers available on divisions to which transferred.

(j) When service of any class runs over a part of two (2) or more seniority districts to the extent of 6,000 miles or 480 hours in the aggregate of one year on either, it will constitute a lap run, and engineers on both districts shall be represented. If the aggregate mileage or hours is less than out-

lined above on either district, the run will go to the one having the greater. All service to be grouped separately and credit given to the district in which performed. In computing time for service as above outlined, it will be done on mileage or hour basis. This will not apply when trains of one seniority district run over another seniority district, as joint track operation.

Deadheading as result of, or incident to application of this rule, will not be paid for.

NOTE-Under the application of the lap run rule, no lap mileage will accrue on through passenger runs between Duluth and St. Paul or Minneapolis, or on through freight runs between Duluth and St. Paul, but if any run or runs are put on that terminate at any intermediate point between Duluth and Minneapolis or St. Paul, that runs or works on both seniority districts they will be considered lap runs.

Temporary Vacancies

RULE 119. (a)-(1) Except as provided in Item (3) of this Section (a), extra engineers will run first in, first out on the extra list to which assigned in filling temporary vacancies on runs or in service with home terminal at the point where such extra list is maintained.

(2) Except as provided in Item (3) of this Section (a), an extra engineer assigned to a vacancy on a run or in service with home terminal at a point where an extra list is not maintained, will hold such run or service until the regular man returns to duty or is off for a period of 15 days or more when the oldest engineer applying for the run or service will be assigned thereto.

(3) When a temporary vacancy covered by Items (1) or (2) of this Section (a) has existed for 15 days or more, or when it is reasonably certain that a temporary vacancy covered by Items (1) or (2) of this Section (a) will be for a period of 15 days or more, the senior engineer applying for such vacancy will be assigned thereto, provided the change can be made without additional expense to the Railway Company. This Item (3) does not apply to vacancies filled under the provisions of Section (b) of this Rule 119.

(4) Engineers on extra list who are not rested will not be entitled to runaround payment when not used to fill vacancies covered by Items (1) and (2) of this Section (a).

NOTE 1. In the event it becomes necessary to use an engineer assigned to the extra list in passenger service, engineers not used in turn on account of not being qualified for such service, will not be entitled to runaround payment. Extra engineers not used in turn to man gas-electric motor cars or Diesel electric locomotives account not qualified to operate such classes of power, will not be entitled to runaround payment.

NOTE 2. The clause in Item (2) "at a point where an extra list is not maintained," means outside points or points away from the source of supply for extra engineers. At points such as East Grand Forks, Dickinson and Forsyth, which are considered sources of supply for extra engineers but where there is not sufficient extra work at all times to warrant assigning extra engineers on the extra list, there will be no change in the former method of filling vacancies under the second paragraph of Rule 121 (c) of this schedule.

(b) Senior freight engineers in chain gang service, who are available, will be used to fill temporary vacancies in passenger service, provided:

1. That senior freight engineers on assigned runs may make application for, and be used on such vacancies under the above paragraph of this rule.

2. That in case of emergency, those so relieved, or any available engineer, may be used.

3. Upon written application engineers who have declined regular passenger service to which their seniority entitles them may be excused from filling temporary vacancies in passenger service provided there are qualified engineers available for such service.

NOTE-Extra passenger work may be performed by regular passenger men on the. Saint Paul Division (West), (Old Minnesota Division), If so desired, not to exceed 4,000 miles per month, computed together with their regular assignment.

(c) When a temporary vacancy occurs for a period of 30 days or more on a passenger run, qualified engineers on that district will have preference to such service in accordance with their seniority, providing change can be made without additional expense to the Company.

(d) A temporary vacancy for a period of sixty (60) days shall be treated as a regular vacancy and open to seniority. In the event of the regular men returning the displaced men will return to their former runs, except that the displaced men may exercise their seniority on any run that was put on or any regular vacancy that occurred during the time the displaced men were filling such vacancy.

(e) Engineers on assigned runs will not be required to perform service on their layover day when other engineers are available, except as provided in Clause (b) of this rule.

Vacant Runs-Bulletining

RULE 120. When a run becomes vacant or a new run is put on, it shall be bulletined at once for a period of seven days. The senior man making application in writing shall be assigned thereto. In the event there are no applicants for the run, the junior man on the active list will be assigned thereto. This includes passenger, freight, transfer, helpers, work trains and pushers, location of same on district to be given.

When runs become vacant, engineers that are holding such runs when they are declared vacant, will hold them until released by the engineer that is assigned by bulletin, unless released under the application of other rules.

An engineer who has lost a regular run, may exercise his seniority on a run that is vacant, pending assignment by bulletin, providing he makes application in writing for same.

NOTE-It is not the intention that the third paragraph of Rule 120 quoted above will operate to give an engineer who has lost a run preference over senior engineers who are either performing or protecting the service on a run under bulletin pending the assignment of a regular engineer.

If a run has been declared vacant and bulletined under Rule 120 and the regular engineer occupying such run has not been released as provided in the second paragraph of Rule 120, he will not be subject to displacement during the period of the bulletin by an engineer who has lost a run unless the latter is senior in service.

If the regular engineer has been released on a run that has been declared vacant, or if a new position as engineer has been created, and a bulletin has been posted, the run being protected temporarily by engineers from the extra list, an engineer who has lost a run will not be permitted to exercise his seniority to such run pending assignment by bulletin unless he is senior to the engineers assigned to the extra list.

Under like circumstances an engineer who has lost a run will not be permitted to take a vacancy in passenger service pending assignment by bulletin unless he is senior to engineers who under Rule 119 (b) are performing or protecting the extra work on this run.

Yard Engineers-Permanently Assigned Yard Engineers

RULE 121. (a) Seniority of road engineers as provided for in paragraph (a) of Rule 118 is extended to include yard service. Permanently assigned yard engineers will not be displaced if such displacement forces them out of the terminal where employed, except by an engineer whose seniority will not permit his holding a position as engineer on the seniority district without displacing a permanent yard engineer.

Permanently assigned yard engineers who have been set back firing or laid off on account of reduction in force, when the force is again increased, will be returned to yard service as engineers in the order of their seniority as engineers. If all yard positions are occupied by engineers senior in service, the junior road engineer then occupying a regular position in yard service as engineer will vacate such position and exercise his seniority in other service to make room for the permanently assigned yard engineer.

NOTE-In applying paragraph (a) of Rule 121, Saint Paul will be considered separate from Minneapolis; Dilworth will be considered separate from FargoMoorhead; Spokane, Yardley or Parkwater will be considered together; Duluth-Superior. including Central Avenue and West Duluth, will be considered together.

(b) Senior engineers will have choice of shifts or runs in yard service on their seniority district, subject to the provisions of paragraph (a) of this rule, excepting temporary changes from one run or shift to another will not be made unless such vacancies are for 15 days or more.

Engineers cannot change from one district to another unless there is a vacancy of 60 days or more, subject to the provisions of paragraph (d), Rule 119.

NOTE-Paragraph (b) of Rule 121 will not be construed to mean that senior engineers who have exercised their seniority to any fifteen or sixty day vacancy, will be permitted to continue to hold such position when the regular assigned engineer returns to service.

(c) When the force is increased, engineers in yard service, except those permanently assigned, and those who have signified in writing their desire to remain temporarily in yard service will be advanced to road service in accordance with their seniority.

When the extra list is exhausted the oldest available demoted engineer will be used for extra work.

(d) Engineers who by reason of old age or physical disability are incapacitated for road service, but capable of performing yard service, may be placed in yard service at the discretion of the Mechanical Superintendent. When such action is under consideration the representative of Engineers' Committee will be given consideration.

(e) Permanently assigned yard engineers will be shown as such on engineers' seniority list.

Transfer to Other Divisions

RULE 122. In case of lack of force on one division and surplus on another, engineers may be transferred temporarily and shall lose no rights on original division, provided they return within six (6) months. Such men will be paid while enroute from one point to another, and will have the privilege of returning before the force on original division is otherwise increased; if permanently transferred, will rank as new men from date of temporary transfer.

Consolidation or Abolishment of Divisions

Acquirement of Other Railways

RULE 123. (a) When a portion of a division is added to another division, the transfer of engineers will be made as follows:

The management will determine the number of engineers to be transferred, and the engineers on the division from which the portion is taken, will be accorded the privilege, in the order of seniority, of electing whether they will transfer or not. This privilege will be extended down the list of engineers until the requisite number have elected to transfer. In the event that the requisite number of engineers do not elect to transfer, then the Master Mechanic may arbitrarily commence at the bottom of the list of engineers and assign a sufficient number to make, with those who have elected, the number to be transferred. The engineers will take rank on the division to which transferred according to their seniority in the service of the Railroad. All assigned runs become vacant on the territory which is to be added to another division and will be filled by the engineers who have elected to trans-

fer according to their seniority, so that the assigned runs on the transferred territory will go to the new division manned by engineers who are being transferred; thereafter those assigned runs will be treated in precisely the same manner as other runs on the division to which they are transferred and filled according to seniority as vacancies occur. This will not apply when part of a district is changed in name only, that is, where supervision of territory is changed without changing the terminals of crews, but when terminals are changed without changing supervision of territory, men will be temporarily assigned pro rata for each class of service affected.

(b) When all of one division is absorbed into another the engineers on the absorbed division will be transferred to the other division and take rank thereon according to their seniority in the service of the Railroad.

(c) When a division is abolished and portions added to two different divisions Master Mechanic will decide how many engineers should go to each of the two divisions and the engineers will be accorded the privileges according to their seniority of electing to which of the two divisions they wish to go, and as soon as the requisite number have elected to go to one division, then the remainder of the engineers must go to the other division. Engineers will take rank on the division to which they have transferred according to their seniority in the service of the Railroad.

(d) When any railway is acquired by the Northern Pacific Railway and attached to any established division, the engineers of the acquired railway shall enter the service of the Northern Pacific Railway, under the following conditions:

The Management of the Northern Pacific will decide how many engines are required to handle the business under normal conditions. There shall be one engineer taken into the service of the Northern Pacific Railway with each engine and one extra engineer for each ten (10) engines, but no road engineers will be transferred on switch engines except those set back on account of lack of business, and such engineers will take rank as to seniority from the time of their last entry into continuous service with the acquired railway. Other

engineers on said railway entering the service of the Northern Pacific come as new men.

GRIEVANCES

Investigations-Time Limitations-Presenting Grievances

RULE 131. (a) Engineers charged with offenses involving either memorandum against their personal record, a suspension or dismissal, will be advised in writing of the nature of the offense charged and no memorandum will be made against their personal record until they have been given an opportunity to be heard.

(b) All cases will have full investigation by Master Mechanic or Superintendent, who will render prompt decision. All parties interested will be notified to be present. The engineer may have one or more engineers present to assist him. If party is not satisfied with such decision, he may appeal to the next higher authority, continuing such appeal, if desired to the General Manager: If it is decided that the man is blameless he shall be reinstated and paid the mileage of his assignment with a minimum of 100 miles per calendar day. Pending a decision, engineer will retain his date on seniority list.

NOTE-It is intended that this investigation shall be held at earliest possible time, at which all interested will be present.

NOTE-Under the provisions of paragraph (b) of Rule 131, Superintendent or Master Mechanic may delegate authority to Assistant Superintendent, Assistant Master Mechanic or Trainmaster to conduct investigations, to be reviewed by the Superintendent or Master Mechanic before a decision is rendered.

(c) Grievances not presented within sixty (60) days shall not thereafter be considered.

Representation-Personal Grievances

RULE 132. (a) Engineers' Committee will represent all engineers in matters pertaining to rates, rules, general grievances, seniority and general matters of engineers.

(b) Firemen's Committee will represent all firemen in matters pertaining to rates, rules, general grievances, seniority and general matters of firemen.

(c) The right of any engineer, fireman or hostler to have the regularly constituted committee of his

organization represent him in the handling of his grievances, under the recognized interpretation placed upon the schedule involved by the officials of the company and the general committee making the same, is conceded; provided, when a member of either organization has a grievance, which the local committee of his organization is unable to adjust with the local officers of the company, the matter shall be handled by the two General Chairmen, who shall work jointly in handling such grievance to its final conclusion.

Hours of Service Law Agreement

RULE 133. The following rules agreed to at Chicago effective April 1, 1908, are made a part of this schedule:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

A continuous trip will cover movement straightaway or turnaround, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the

crew is released for rest, a new trip will commence when the crew resumes duty.

ARTICLE V

Engineers and firemen in train service tied up under the law will be paid continuous time from initial point to tieup point. When they resume duty on continuous trip, they will be paid from tieup point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles, or more than four (4) 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.

ARTICLE VI

Road crews tied up for rest under the law and then towed or deadheaded into terminal, with or without engine or caboose, will be paid, therefor, the same as if they had run the train to such terminal.

ARTICLE VII

If any service is required of an engine crew or if held responsible for the engine, during the tieup under the law, they will be paid for all such service.

ARTICLE VIII

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

Effective Date-Changes

RULE 134. The agreement between the Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers which was effective February 16, 1925 as to rules which have not been changed, is continued in effect; changes in Rules 4 (note), 27(f), 36(c), 67(a), 68(a), 73(c), 86(b), 95, 114 (note), 118, 119, 120 (note), 121

and 131(b) (note), become effective on the first day of the second month following the reprinting and distribution of this schedule, and except as herein specifically provided for all rules of this schedule shall continue in effect subject to provisions of the Railway Labor Act, as amended. The rules of this agreement are subject to the terms of an agreement signed at Washington, D. C., May 25, 1946 for and on behalf of the Brotherhood of Locomotive Engineers and the Northern Pacific Railway Company.

The rates of pay provided for in this agreement are subject to the terms of an agreement signed at Washington, D. C., December 29, 1943 for and on behalf of the Brotherhood of Locomotive Engineers and the Northern Pacific Railway Company.

MEMORANDUM OF AGREEMENT COVERING FREIGHT OPERATION OUT OF AUBURN

The following agreement dated at Tacoma, July 19th, 1913, covering freight operation out of Auburn, is made a part of this schedule:

1st. Crews to be paid as provided in Rule 65.

2nd. 100 miles or less, 8 hours or less, to constitute a day's work, overtime at 3/16 of the daily rate per hour.

3rd. Each crew assigned shall be given his home terminal and be designated by bulletin.

4th. Time to be continuous, except if required to leave home terminal, after expiration of eight hours from time required to come on duty for first trip, a new day will start.

5th. No penalty will result if one crew enters the home terminal of another crew and leaves again before the expiration of the 8-hour period while other crews are in the terminal.

6th. Rule No. 24 reading as follows:

"Engineers required to do switching at terminals will be paid for time so employed on the basis of one-eighth of the daily rate per hour. When overtime accrues the allowance for switching or the overtime, whichever is the greater, will be paid."

(Will apply at initial and final terminal.)

7th. Rule 25 of the engineers' schedule reading as follows:

"In freight service, turning engines on turntable or wye at terminals will be considered terminal switching."

(Will apply at initial and final terminal.)

**SPECIAL AGREEMENT, MOTT LINE AND
MANDAN NORTH LINE, DECEMBER 15TH, 1915**

The following agreement covering the operation of the Mott Line and Mandan North Line is adopted and made a part of this schedule.

(a) The Mott Line and the Mandan North Line will be considered Yellowstone Division territory. Regular assigned runs and extra work pertaining to same will be done by Yellowstone Division engineers. Two Dakota Division engineers will be transferred to the Yellowstone Division under the provisions of Rule 123, Engineers' Schedule. The Dakota Division engineers will have all other extra work on the above named branches, including work train service, as long as these branches are operated by the Dakota Division Officials.

(b) Should the line be extended west of Killdeer or west of Mott, all work west of these points will be handled by engineers from the Yellowstone Division.

(c) In the event of a new division being formed, or division change of any description affecting the branches included in this agreement, no more men will be transferred from the Dakota Division.

SWITCHING LIMIT ZONE, HEAD-OF-LAKES

Switching Limit Zone at the Head-of-Lakes will include all yards in switching operation, as follows:

Duluth,
Superior,
Central Avenue,
Hill Avenue,
East End.

Handling cars between any two or more of the above named yards will constitute Transfer Service.

When there is not sufficient work to warrant a regular assignment, switching crews may be used in transfer or work train service within this zone.

Switching crews used in transfer service or work

train service for any period will be allowed Transfer or Work Train rates for the entire day.

Switching crews required to perform transfer or work train service will be given time for meals at regular hours. It is understood that the operation of this agreement will not change the regular tying up points for crews in switching service, or the present terminals for road crews.

Road crews, except those engaged in transfer service, required to perform switching within this zone will be paid for such service under the provisions of Rule 24, Engineers' and Firemen's Schedules.

SWITCHING LIMIT ZONE, TWIN CITIES

A Switching Limit Zone will be established, effective April 1st, 1920, including all yards in the Twin Cities.

The handling of cars between any two of the following yards will constitute Transfer Service:

Gloster,
St. Paul,
Come (including Minnesota
By-Products Co.).

Minnesota Transfer,
Eustis Avenue,
Park Junction,
Northtown.

Ten (10) crews will be regularly assigned to handle Transfer Service within this Zone.

The number of regularly assigned transfer crews to be increased or decreased will be subject to negotiations between Local Representatives and the Superintendent, with the understanding that if business warrants an increase in the number of assigned transfer crews, additional assignments will be made.

Transfer crews when not engaged in Transfer Service may be used in Switching Service.

When there is not sufficient work to warrant an additional transfer assignment, switching crews may be used in Transfer Service within this Zone.

Work train service within this Zone will be performed by road crews, except when there is not sufficient work to warrant an assignment, switching crews may be used.

When switching crews are used for work train or transfer service for any period they will be allowed the work train or transfer rates for the entire day.

Switching crews used in Transfer or work train service will be returned to their regular tieup point.

It is understood that this agreement will not affect the present transfer assignment operating between St. Paul and Como, known as "Como Shop" Run.

**SPECIAL AGREEMENT COVERING THE LAP MILEAGE RUN BY PASCO
DIVISION ENGINEERS ON THE IDAHO DIVISION BETWEEN SPOKANE AND
PARKWATER IN PASSENGER SERVICE**

(a) That so long as present conditions exist, Idaho Division engineers will be permitted to work out 20.4 miles per day on the Pasco Division to compensate them for the mileage run by the Pasco Division passenger engineers on Idaho Division between Spokane and Parkwater.

(b) That one Idaho Division engineer will be temporarily transferred to the Pasco Division on the 11th of each November to work out the aggregate mileage for that year.

(c) That the temporarily assigned Idaho Division engineer will be permitted to displace the youngest man on the runs in which the mileage accrues.

(d) That in the event that more runs are added to, or any of those that are now on, taken off which would affect this agreement, a new adjustment will be made in accordance with the ratio herein provided.

SPECIAL AGREEMENT covering equalization of hours in pusher service between First District, Fargo Division engineers and Second District, Fargo Division engineers, as amended effective January 1, 1946:

When pusher service is operated out of Jamestown by Second District, Fargo Division engineers as a lap run operation, First District, Fargo Division engineers will participate in this service to the extent of the actual hours worked each year in pusher service on the main line east out of Jamestown, commencing service in this assignment each year on July 1, or as soon thereafter as practicable.

In the event there is no regular assignment in pusher service out of Jamestown and such service

is operated from the extra list, the Fargo Division engineer who is working out lap mileage will stand first out for service in this work when available.

FOR THE EMPLOYES:

G. A. BICHSEL,
Chairman,
General Committee of Adjustment
Brotherhood of Locomotive Engineers.

FOR NORTHERN PACIFIC RAILWAY CO.:

C. V. BERGLUND,
General Manager,
Lines East of Livingston, Montana

J. F. ALSIP,
General Manager,
Lines West of Livingston, Montana

G. L. ERNSTROM,
General Mechanical
Superintendent

Approved:

W. W. JUDSON,
Vice President

APPENDIX

INTERPRETATIONS AND SPECIAL AGREEMENTS

The following interpretations and special agreements are reprinted as a matter of convenience. They do not, however, include all existing interpretations and special agreements.

January 17, 1914.

Memorandum of understanding with respect to proper allowance to engine crews assigned at outlying points for handling engines to district or division terminals for repairs, washout or inspection, dated January 17, 1914, and as later amended.

Question:-What is the proper allowance to engineers and firemen assigned at outlying points when bringing engines to district or division terminals for repairs, washout or inspection, and taking engines back?

Answer:-When the trip from the end of the regular assignment to the district or division terminal is begun within eight hours from time of beginning the day's work, the allowance will be actual miles or hours from point which is the end of the regular day's assignment to the terminal in addition to allowance for the regular assignment. The rate of the assignment, as per class of engine, will apply. If the trip is not begun until eight hours or more after beginning of the day's work, allowance will be 100 miles for such trip. The through freight rate will apply, except the passenger rate as per class of engine will apply in handling passenger engines.

EXAMPLES:

Engine on the Sanborn-McHenry Branch Local Freight Run is to go to Jamestown for Repairs:

(A) Engine crew on duty at McHenry on regular assignment	at 7:00 A.M.
Run to Sanborn, 63 miles, arriving	at 2:00 P.M.
Crew departs Sanborn with light engine	at 2:30 P.M.
Crew arrives Jamestown with light engine	at 3:30 P.M.

Allowance for regular assignment	100 miles @ local rate
Allowance for handling light engine, Sanborn to Jamestown-actual miles	23.6 miles @ local rate
(B) Engine crew on duty at McHenry on regular assignment at	7:00 A.M.
Run to Sanborn, 63 miles, arriving at...	3:00 P.M.
Crew departs Sanborn with light engine at	3:30 P.M.
and arrives Jamestown at	4:30 P.M.
Allowance for regular assignment from 7:00 A.M. to 3:30 P.M.	
	100 miles & 30" overtime @ local rate
Allowance for handling light engine from Sanborn to Jamestown from	3:30 P.M. to 4:30 P.M.
	100 miles @ through freight rate

For Return Movement, the Same Principle Will Apply:

(C) Crew in examples (A) and (B) tie up at Jamestown and return to Sanborn with light engine the following morning.

Engine crew on duty at Jamestown at	6:30 A.M.
Runs light to Sanborn, arriving at	8:00 A.M.
Enters service on regular assignment, Sanborn to McHenry at	8:00 A.M.
Arrives McHenry and off duty at	3:30 P.M.
Allowance for trip with light engine, Jamestown to Sanborn, from 6:30 A.M. to 8:00 AM	23.6 miles @ local rate
Allowance for trip in regular assignment from Sanborn to McHenry, from 8:00 A.M. to 3:30 P.M.	100 miles @ local rate

(D) Crew in example (A) departs Jamestown with light engine at 10:00 P.M. same day and arrives Sanborn and goes off duty at 11:30 P.M.

Allowance for trip Jamestown to Sanborn from 10:00 P.M. to 11:30 P.M.	100 miles @ through freight rate
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(E) Crew in example (B) departs Jamestown with light engine at 10:00 P.M. same day and arrives Sanborn and goes off duty at 11:30 P.M.

Allowance for trip with light engine Sanborn to Jamestown and return from 3:30 P.M. to 11:30 P.M. 100 miles @ through freight rate

Question:-When a crew has made 100 miles or more in their regular assignment at time they start trip with light engine from outlying

point to division or district terminal, will a separate payment of not less than 100 miles be made for trip with light engine, regardless of how long crew has been on duty in their regular assignment?

Answer:-Yes.

October 30, 1917.

Memorandum of conference held in office of General Superintendent on October 30th, 1917, at which were present Mr. Richards, for the Rail way Company, and Messrs. Fred Morgan, T. P. Gorman, R. W. Moxley, J. D. Dalgity, Fred Ken. dall and J. W. Brown, for the Engineers and Firemen.

It was agreed:

First: That transfer rate shall be paid to the three crews in transfer service between Seattle and the Interbay District; the crews to receive transfer rate to be designated by the Local Chairman of the Engineers and Firemen.

Second: In addition to this, when switching crews are used in transfer or work train service between Seattle and the Interbay District, or beyond, the time so used is less than four (4) hours, computed continuously from the time crews enter transfer or work train service until their return to regular switching service at Atlantic Street, they will be paid transfer or work train rate for such time.

If the transfer or work train service is in excess of four (4) hours, they will receive the transfer or work train rate for the entire day.

Crews will not be changed off to avoid payment under this agreement.

OFFICE OF THE GENERAL SUPERINTENDENT
St. Paul, Minn., January 22nd, 1918

Memorandum of agreement between the Management of the Railway Company and the Engineers and Firemen.

Engineers or firemen, deadheading from Dilworth to Fargo to enter switching service, and returning from Fargo to Dilworth, after having com-

pleted this work, will be paid for deadheading from Dilworth to Fargo one hour, and from Fargo to Dilworth one hour; which means that in addition to the day's work performed in this service, they will be allowed two hours additional pay, this allowance to be paid to men on extra list, used in this service and to continue for a period of fifteen days, after fifteen days, the service to be considered as an assigned run and the allowance to be discontinued.

FOR THE ENGINEERS:

FRED MORGAN

FOR THE FIREMEN:

T. P. GORMAN

FOR THE RAILWAY COMPANY:

C. L. NICHOLS

OFFICE OF GENERAL SUPERINTENDENT

Tacoma, Wash., March 15, 1918

Mr. J. L. DeForce,
Spokane, Wash.

Please be referred to my letter November 7th, 1917, reading as follows:

"Effective at once, you will allow thirty minutes in each direction to firemen, and an amount which will be equal to that money to engineers, living east of the city limits of Spokane in Parkwater or Yardley, when sent to Spokane for extra switching service."

Effective this date you may allow the engineers thirty minutes, the same as the firemen.

I. B. RICHARDS

cc- T. P. Gorman
Chairman, B. of L.F. & E.,
208 Dakota Bldg.,
St. Paul.

cc- Fred Morgan
Chairman, B. of L.E.
Dayton Ave., St. Paul.

St. Paul, Minn., October 19, 1918

Mr. A. Johnston,
Asst. Grand Chief Engineer, B. of L. E.

Mr. E. A. Ball,
Acting Vice President, B. of L.F. & E. St. Francis Hotel, City.

Gentlemen:

Referring to the claim of Engineer Raskog and Fireman, Rocky Mountain Division, for additional day under Rule 6, account of leaving Wallace a second time after the ten hour period while assigned to Rotary Snow Plow Service, known as Case Number 14.

This claim was denied, which ruling is now re-affirmed on the grounds that Rule 6 does not apply to a service of this kind. It has been the understanding that Snowplow Service is Special Service to which the rules of ordinary freight service do not apply, but, generally speaking, rules governing work train service should be applied.

You have asked for a ruling on the case, which will be that

Work Train Rules govern Snow Plow Service.

You ask, further, for a ruling in regard to the enginemen and firemen engaged in handling the Rotary Snow Plow, whether work train rules would apply to these men as well as to the enginemen handling the engine.

In conference we have agreed with you that the rules would also apply to these men.

Yours truly.

J. M. RAPELJE
General Manager.

cc- Mr. Fred Morgan
Mr. T. P. Gorman
Mr. A. M. Burt
Mr. E. C. Blanchard
Mr. H. M. Curry

(Rule 6 referred to in the above letter, appears as Rule 62 in this schedule.)

November 1, 1918

Agreement, effective November 1st, 1918, with Brotherhood of Locomotive Engineers and Brother-

hood of Locomotive Firemen and Enginemen, covering allowances for deadheading between Northtown and St. Paul, or between Northtown or St. Paul and White Bear.

Engineers and firemen required to deadhead between Northtown and St. Paul, or between Northtown or St. Paul and White Bear for service and returning after completion of such service, will receive an allowance of two hours in either direction. This does not apply to engineers and firemen going to a run for which they have made application or returning from such run. Rate of service for which deadheaded will apply.

This agreement may be revised or terminated on thirty days' notice.

June 13, 1921

Memorandum of agreement effective June 13, 1921, between Mr. Fred Morgan, General Chairman, representing the Engineers' Committee, B. of L. E., and Mr. T. P. Gorman, General Chairman, representing Firemen's Committee, B. of L. F. & E., and the Railway Company, governing engine crews assigned to mountain helper and pusher service.

Crews assigned to mountain helper and pusher service should be used if they are available for eight or more hours' service, if there is service for them. Crews assigned to this service will be run first-in, first-out at the beginning of their work period or paid for being run around under the provisions of Rules 32 and 68, Engineers and Firemen's schedules. Using extra crews when regularly assigned crews are available for eight or more hours' service will constitute a runaround.

When the number of assigned crews in mountain helper and pusher service is increased, the crew or crews set up will be marked up behind regular crews who are in the terminal and available for eight hours' service.

This agreement will not prohibit the Management calling assigned crews who are not available for eight hours' service if they so desire.

July 8, 1921

Memorandum of agreement between the officers of the Railway Company and representatives of the Brotherhood of Railroad Trainmen, Order of Railway Conductors, Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen, Northern Pacific Railway.

It is agreed as follows:

That all future claims for back time allowances must be presented within sixty days of date service was rendered, and if not so presented within sixty days will not be considered. Where a claim is put in while an employe is on a run or within sixty days of the time an employe is displaced or leaves a run, retroactive payments, if found proper, will be made for a period of sixty days from date such claim was presented.

Where traveling timekeepers or others report misapplication of rules, no adjustment will be made unless written notice of the error is given the employe within sixty days of the time service was rendered; where such sixty-day notice is given, retroactive payments or deductions will be made on the basis found proper for a period of sixty days prior to the date such written notice was given.

In the event of schedule revision ninety days will apply instead of the sixty days where used in this agreement, this to apply only for the first ninety days after date of revised schedule.

When a claim is settled men that have not made claim or been paid in accordance with the settlement will be paid on the same basis and for the same period as the men whose claims have been settled.

This agreement will not in any manner change the present practice of making corrections of clerical errors on payrolls.

This agreement will become effective July 10, 1921, and may be cancelled upon thirty days' notice in writing.

St. Paul, Minn., March 21, 1923

Mr. Fred Morgan, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
413 Metropolitan Bank Bldg.,
St. Paul, Minn.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen and Enginemen,
308 Dakota Building,
St. Paul, Minn.

Dear Sirs:

Referring to the attached claim of Engineer Lawrie, St. Paul Division, for transfer rate, account pushing transfer drag from East Minneapolis to Como over St. Anthony Hill while engaged in switch service November 5th, basing claim on the switching zone agreement of April 1, 1920:

The agreement referred to contains the following provision:

"The handling of cars between any two of the following yards will constitute transfer service:
Gloster
St. Paul
Como (including Minnesota By-Products Co.)
Minnesota Transfer
Eustis Avenue
Park Junction Northtown."

After considering this matter, we have decided to continue, until advised to the contrary, the practice which existed since April 1, 1920, to pay the transfer rate of pay to switch engine crews when used to assist transfer drags, either handled as a doubleheader or pushing such trains between any two of the yards mentioned, in accordance with the provisions of the zone agreement of April 1, 1920, the transfer rate to apply for the entire day on dates such service is performed.

The pending claims, including that of Engineer Lawrie for the transfer rate, November 5th, will be adjusted accordingly.

The above is not intended to disturb the existing method of payment to switch crews occasionally required to assist St. Paul Division and Lake Superior Division passenger trains out of Saint Paul Union Depot.

Yours truly,

C. L. NICHOLS,
General Manager,

Saint Paul, Minn., October 14, 1925

Mr. C. L. Nichols:

I attach file in reference to the manning of engine service on the branch lines out of Mandan.

The special agreement on page 72 of the Engineer's Schedule is similar to that in effect in the Firemen's Schedule. The reason the controversy arose was as to who would man relief engines sent out due to engine failures on assigned trains. The second sentence of Paragraph (a) of Agreement above referred to reads as follows:

"Regular assigned runs and extra work pertaining to same will be done by Yellowstone Division engineers."

In order to avoid controversy, it has been agreed that the above sentence applies to engineers and firemen required to man regular engines on assigned runs, engines' when used to doublehead these trains, and relief engines sent out due to engine failures either to doublehead or to relieve a disabled engine on regularly assigned runs.

It has been agreed further that in case of derailment and it is necessary to send the derrick outfit the derrick outfit will be manned by Dakota Division engine crew and this crew will terminate the train in the event it is necessary to do so, and in the event it is necessary to run a snow plow train ahead of the regular train the service will be manned by Dakota Division enginemen.

S. A. WILDER,
Asst. to Vice President

Copy to- Mr. Fred Morgan ,
 Mr. R. W. Moxley.

(The Special Agreement referred to in the above letter appears on page 58 of this schedule.)

Saint Paul, Minn., October 9, 1927

Mr. Wm. Bishop, Chairman,
Trainmen's General Committee,
Brotherhood of Railroad Trainmen,
210 Shubert Building, St. Paul, Minn.

Dear Sir:

Referring to the claim of Brakemen Langton, Fanshier, Bowman and Wallace, Tacoma Division, for an additional day March 22, 26, April 5, 7, 12 and 14:

The regular assignment of these crews is Hoquiam to Aberdeen Junction to Moclips on one day, and Moclips to Aberdeen Junction to Hoquiam on alternate days.

Your contention that an assignment combining a straightaway trip with a short turnaround trip cannot be made without paying a separate day for the turnaround portion of the assignment under Rule 27 (a) of the Train and Yardmen's Schedule, cannot be sustained in view of Decision No. 2257 (Case No. 2238), issued by the Train Service Board of Adjustment, covering a similar assignment between Logan, Whitehall and Alder.

As agreed in conference the following will govern:

Assignments providing for a straightaway trip coupled with a short turnaround trip from starting terminal before covering the straightaway portion of the assignment, and or a short turnaround trip after completing the straightaway trip, will be subject to the following:

Paragraph (b) of Rule 27 will be applicable at either the starting terminal or the objective terminal on such assignments.

The terminal switching rule will apply at the terminal before starting on the initial trip and at the final terminal after completing the final trip. In the event a second or succeeding trip is started after the expiration of 8 hours, commencing a new day, terminal switching rule will be applicable.

The pending claims will be adjusted on the basis set forth above.

In disposing of this question you advise that you are acting for all of the Four Train Service Or-

ganizations, who you state are agreeable to settlement on this basis.

Yours truly,

S. A WILDER
Asst. to Vice President

cc- Sir. T. H. Lantry
Mr. A. V. Brown
Mr. W. H. Strachan
Mr. T. F. Lowry
Mr. J. E. Craver
Mr. Fred Morgan
Mr. R. W. Money
Mr. Frank Shelver

St. Paul, Minn., April 14, 1928

Mr. Fred Morgan, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
413 Metropolitan Bank Bldg.,
St. Paul, Minn.

Mr. R. W. Moxley, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen and Enginemen,
370 Shubert Building,
St. Paul, Minn.

Gentlemen:

Switch engine crews making transfers between Dilworth and Fargo will be compensated as follows:

Dilworth switch engine crews handling transfers from the westbound yard at Dilworth to Fargo will be paid transfer time computed from the time the switch engine enters the main line switch at the west end of the westbound yard at Dilworth until arrival at this main line switch at Dilworth on the return movement with the following exceptions; if a Dilworth switch engine making a transfer stops at the west end of the eastbound yard at Dilworth to pick up additional cars for Moorhead or Fargo, the transfer time will commence from the time the switch engine enters the main line switch at the west end of the eastbound yard; if a stop is made on the return movement at the west end of the eastbound yard to set out cars transfer time will cease upon arrival at the main line switch at the west end of the eastbound yard.

Fargo switch engine crews handling transfers from Fargo to Dilworth will be paid transfer time

computed from the time the switch engine enters the main line switch at Fargo after transfer is made up, until the time of arrival at the main line switch at Fargo on the return movement, provided, however, that inasmuch as Fargo and Moorhead are embraced in one yard, if the Fargo switch engine in making a transfer to Dilworth stops enroute at Moorhead to pick up or set out cars or perform switching, the transfer time will commence from the time the switch engine leaves the main line switch at Moorhead, and on the return movement from Dilworth if the Fargo Switch engine making the transfer stops enroute at Moorhead to pick up or set out cars or perform switching, the transfer time will cease upon arrival at the main track switch where the work is done at Moorhead.

Pending claims will be adjusted in accordance with the above.

Yours truly,

S. A. WILDER,

Asst. to Vice President.

September 13, 1930

Agreement made and entered into this fifteenth day of September, 1930 by and between the Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen and Brotherhood of Railroad Trainmen.

With the understanding that it is intended there will be no increased cost to the Northern Pacific Railway Company in the handling of pooled ore, or for its yard operations at the Head of the Lakes, it is agreed that effective September 16, 1930, the Northern Pacific Railway Company (hereafter referred to as Northern Pacific) will arrange to allocate to Minneapolis, St. Paul & Sault Ste. Marie Railway Company (hereafter referred to as Soo Line) engineers, firemen and yardmen (the term yardmen embraces foremen and helpers) work in the Northern Pacific terminals at the Head of the Lakes equivalent to 60 per cent of the actual engine hours chargeable to pooled ore switching necessary for handling through the Northern Pacific Hill Avenue Yard, the pooled ore covered by contract between the two companies dated April 15. 1929, under the following conditions:

1. Soo Line engineers, firemen and yardmen will be definitely assigned during the ore shipping season to work in the yards of the Northern Pacific (primarily in ore switching service), but the right of the Northern Pacific to use these men in the same classes of service that it would use its own engineers, firemen and yardmen primarily assigned to ore service within the terminals at the Head of the Lakes, shall in no way be restricted.
2. Northern Pacific operating rules and regulations, and rates of pay and working conditions as provided for under Northern Pacific schedules in effect covering engineers, firemen and yardmen, will govern Soo Line employee so assigned, except as provided herein.
3. Soo Line employee making application for these positions must pass the required examinations and meet all of the requirements of the service of the Northern Pacific for its engineers, firemen and yardmen, and while assigned to such service they will be under the jurisdiction of the officers of the Northern Pacific and the Ore Superintendent.
4. Soo Line employee accepting assignments in service under this agreement will not be permitted to vacate their positions in exercise of seniority, nor will they be subject to displacement under the application of the seniority rules, except when a reduction in force on the parent line places them in a position where they cannot hold a position of engineer, fireman or yardman. Regular vacancies created from any cause shall be filled in the same manner as the original assignment. At the discretion of the Ore Superintendent, temporary vacancies in positions assigned to the Soo Line employee may be filled either from the rosters of the Soo Line or from the extra lists of the Northern Pacific, except when the vacancy is for more than thirty days, when it will be filled by employee from the Soo Line rosters. Extra engines may be manned by either Soo Line or Northern Pacific employee. The hours worked by Northern Pacific employee in positions assigned to Soo Line employee will be taken into account in equalizing the hours.
5. Soo Line employees shall share equally with Northern Pacific employee in exercising preference to first, second or third trick assignments by alternating on such assignments every thirty days;

Northern Pacific crews to have first choice at the beginning of the ore season.

In the event only one eight hour shift is necessary in handling the pooled ore, Northern Pacific and Soo Line employes will alternate at 90-day Intervals; Northern Pacific employes having first choice.

There will be no payment for loss of time in changing shifts or assignments.

6. Consistent with the requirements of the service, assignments will be made on an equal basis in an effort to equalize the engine hours during each ore shipping season. Engine hours worked in excess of the proportion allotted under this agreement will be carried over for adjustment in the following ore shipping season. The Ore Superintendent will decide the periods of assignments between the Northern Pacific and Soo Line crews. Hours accruing during the season of 1930 subsequent to September 15th, will be carried over for equalization during the season of 1931.

7. Soo Line employes shall not acquire seniority on the rosters of the Northern Pacific or participate in pensions, insurance, hospital or other privileges granted to Northern Pacific employes.

8. There will be no additional deadhead expense to the Northern Pacific in carrying out the terms of this agreement.

9. This Agreement will not be retroactive, will have no bearing on other existing operating arrangements and shall not be used by either party as a precedent.

10. During the life of the said Agreement of April 15, 1929, between the Northern Pacific Railway Company and the Minneapolis, St. Paul & Sault Ste. Marie Railway Company referred to herein, this Agreement will continue in effect unless it is cancelled, changed or modified by the mutual consent of all parties signatory to this Agreement.

NORTHERN PACIFIC RAILWAY COMPANY:

*By H. E. STEVENS,
Vice President.*

BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

*By R. E. KENNEDY,
Assistant Grand Chief Engineer.*

BROTHERHOOD OF LOCO. FIREMEN @ ENGINEMEN:

*By FRED BARR,
Vice President.*

BROTHERHOOD OF RAILROAD TRAINMEN,

*By R. E. KENNEDY,
By FRED BARR,
Authorized Agents.*

December 7, 1932

AGREEMENT between the Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

In lieu of abolishing the seniority rosters of the present Pasco Division, in accordance with Superintendent's notice dated November 18, 1932, no change will be made in the seniority rosters of the employes in train and engine service on present Pasco Division on account of the abolishment of that division and abandonment of Ellensburg as a terminal.

Trains operated on Naches, Moxee and Cowiche Branches or the assignment of which covers work on these branches as well as the main line, will be manned by train and enginemen from the Pasco rosters.

Yakima instead of Ellensburg will be the terminal for crews in all branches of the service, and freight and passenger runs rearranged accordingly, except that passenger conductors and passenger brakemen on through passenger trains now changing at Ellensburg will continue to change at Ellensburg. All service west of Yakima, with the exception of combination branch and main line runs previously mentioned, will be manned by crews from the Tacoma Division rosters.

Mileage made by crews from Tacoma Division rosters between Yakima and Ellensburg will be credited to the Pasco rosters, and a mutually satisfactory arrangement for the working out of this mileage by Pasco crews on the Tacoma Division be made.

An agreed to number of shifts of switch engines and hostlers in Yakima yard shall be assigned to

the enginemen of the Tacoma Division and a mutually satisfactory arrangement for the manning of these crews by men from the Tacoma Division rosters will be made. All other switch engine shifts and hostlers will be manned by enginemen from the Pasco roster.

Yardmen at Ellensburg, who because of the discontinuance of yard operations have no work as such, will be privileged to transfer to yardmen's seniority list at Yakima in accordance with their present relative standing and will rank behind yardmen now employed at Yakima.

FOR THE NORTHERN PACIFIC RAILWAY COMPANY:

*H. E. STEVENS,
Vice President.*

FOR THE ORGANIZATIONS:

FRANK SHELVER,
General Chairman,
Order of Railway Conductors.
H. H. DEERING,
General Chairman,
Brotherhood of Locomotive Engineers.
T. P. GORMAN,
General Chairman,
Brotherhood of Loco. Firemen & Enginemen.
V. R. FURST,
General Chairman,
Brotherhood of Railroad Trainmen.

APPROVED:

G. H. ORAM,
Vice President,
Order of Railway Conductors.
R. E. EDRINGTON,
Asst. Grand Chief Engineer,
Brotherhood of Locomotive Engineers.
S. A. BOONE,
Vice President,
Brotherhood of Loco. Firemen & Enginemen.
S. A. BOONE,
Vice President,
Brotherhood of Locomotive Firemen & Enginemen
for the Brotherhood of Railroad Trainmen.

December 8, 1932

AGREEMENT between Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and

Brotherhood of Railroad Trainmen, effective December 18, 1932.

Seniority rosters for employes in train and engine service on the Tacoma Division will be re-established as they existed on December 31, 1931.

Interdistrict or lap runs on a straightaway or turnaround mileage basis may be established in assigned service either freight or passenger over this territory. A mutually satisfactory agreement will be made to cover accounting for and working out of lap mileage.

If a point now designated as a terminal for men in irregular (that is, pool freight or unassigned) service is relocated, irregular runs may be operated through the terminal eliminated on a straightaway or turnaround mileage basis with mileage apportioned to the employes on the seniority districts affected, on the principles established in agreement between the organizations and the management dated December 7, 1932, covering the service between Ellensburg and Yakima.

No allowances will be made for deadheading in either or both directions for the purpose of equalization of mileage. Deadheading in excess of the amounts which would be paid under a single roster will not be paid because of the maintenance of separate rosters.

Conductors and trainmen on passenger runs tabulated in Rule 1, Conductors' and Trainmen's Schedules, under rearrangement of assignment operating between Seattle and points south of Tacoma, will be paid mileage rates on the following basis: Actual miles, but not less than one hundred fifty (150) miles for the trip south of Tacoma plus the actual miles between Tacoma and Seattle.

RULE 83. (b) Firemen's Schedule, will not be enforced on through runs between Seattle and Portland, except that firemen running through on handfired coal burning locomotives between Seattle and Portland will be allowed a minimum of two hundred (200) miles for each trip. This provision may be cancelled on thirty days' notice by either party.

It is understood that this agreement does not in any way restrict operation or practices in effect prior to January 1, 1932, on the territory embraced in one or the other of the two seniority districts

which are to be re-established under this agreement.

All claims arising out of the consolidation of seniority rosters and rearrangement of runs or assignments during the period of operation of the Tacoma Division under one seniority roster between January 1, 1932, and the effective date of this agreement are hereby withdrawn.

FOR THE NORTHERN PACIFIC RAILWAY CO.

H. E. STEVENS,
Vice President.

FOR THE ORGANIZATIONS:

H. H. DEERING,
General Chairman,
Brotherhood of Locomotive Engineers.

T. P. GORMAN,
General Chairman,
Brotherhood of Loco. Firemen & Enginemen.

FRANK SHELVER,
General Chairman,
Order of Railway Conductors.

V. R. FURST,
General Chairman,
Brotherhood of Railroad Trainmen.

APPROVED:

R. E. EDRINGTON,
Assistant Grand Chief Engineer,
Brotherhood of Locomotive Engineers.

S. A. BOONE,
Vice President,
Brotherhood of Loco. Firemen & Enginemen.

G. H. ORAM,
Vice President,
Order of Railway Conductors.

S. A. BOONE,
Vice President,
Brotherhood of Locomotive Firemen & Enginemen
for the Brotherhood of Railroad Trainmen.

St. Paul, Minn., Jan. 7, 1933

Mr. H. H. Deering, General Chairman,
Brotherhood of Locomotive Engineers,
413 Metropolitan Bank Building,
Saint Paul, Minn.

Mr. T. P. Gorman, General Chairman,
Brotherhood of Loco. Firemen & Enginemen,
560 Shubert Building,
Saint Paul, Minn.

Gentlemen:

Referring to conference held in my office January 6th with reference to equalization of mileage of

engineers and firemen in the freight pool between Forsyth and Laurel.

A certain amount of mileage has accrued in this pool since June 16, 1932 in favor of the old Montana Division roster. One engineer and one fireman from the old Montana Division roster will be assigned to work out the mileage accruing between June 16, 1932 and January 16, 1933 in favor of that roster. This assignment will be made on January 16, 1933, or as soon thereafter as possible. Thereafter similar assignments will be made on each succeeding July 16th and January 16th, or as soon thereafter as possible, while the present situation pertaining to the equalization of mileage remains in effect, or until this arrangement is terminated as herein provided for.

Men assigned to work out this equalization of mileage will in the event they lay off, be relieved by men from the extra list at Forsyth, and any changes in the personnel of crews working out the equalization of mileage will be made at either Forsyth or Laurel at the option of the Railway Company.

No allowance will be made for deadheading in either or both directions for the purpose of equalization of mileage.

Statement showing mileage made by engineers and firemen in the freight pool between Forsyth and Laurel will be furnished to the Local Chairmen at the end of the six months period.

The above arrangement will continue in effect until cancelled by either party by ten days' written notice.

Yours truly,

F. R. BARTLES,
Asst. General Manager.

St. Paul, Minn., April 1, 1933

Mr. H. H. Deering,
Gen'l Chairman, B. of L.E.,
Metropolitan Building,
St. Paul, Minnesota.

Mr. T. P. Gorman,
Gen'l Chairman, B. of L. F. & E.,
560 Shubert Building,
St. Paul, Minnesota.

Gentlemen:

Referring to your request that on the retirement of Mr. Headman who has been receiving engineer's rate and who has been operating the saddle tank shop engine at Brainerd, and who retires on April 1, 1933, that we use an engineer in this position on the days that the engine is used as a shop facility.

In conference you stated you were agreeable in the event this work is given to an engineer, that incumbent will conform to shop hours, working eight hours within nine, for eight hours compensation; that there will be no expense for deadheading an engineer or fireman to or from Brainerd

in filling this position, or in filling temporary vacancies in Brainerd Yard as result of using the senior available demoted engineer to fill vacancies on this saddle tank shop engine as they occur, and with the further understanding that there will be no guarantee for a specified number of days per month.

With this understanding, and that there will be no additional expense to the company, we are willing to try out this arrangement as outlined, for a period of ninety days, and thereafter subject to cancellation by either party on ten days' notice.

It is, of course, understood that neither party is waiving its contention that this shop engine is or is not a shop yard engine within the meaning of the term.

/s/ Silas Zwright,
Gen'l Mech'l Sup't

ACCEPTED:

H. H. DEERING,
Gen'l Chairman, B. of L.E.
T. P. GORMAN,
Gen'l Chairman, B. of L.F. & E,

January 3, 1934

Memorandum of Agreement between the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, and the Northern Pacific Railway Company, relating to filling of vacancies in engine service and hostling positions, in the territory in and around Billings and Laurel.

It is agreed:

1. Temporary vacancies in the position of engineer on runs with home terminal at either Laurel or Billings, including yard service at these points, may be filled by using the senior available demoted engineer stationed at the point where the vacancy occurs; if an available demoted engineer is not stationed at the point where the vacancy occurs, the senior available demoted engineer stationed at the other point will be used.

Temporary vacancies of more than fourteen days may be filled by the senior engineer applying for such vacancy, providing the change can be made without additional expense to the Company.

NOTE-The above is intended to take care of the situation at Billings and Laurel pending such time as business conditions would warrant maintaining an engineers' extra list at Laurel.

2. Temporary vacancies in the position of firemen on runs with home terminal at Laurel or Billings, including yard service, or in the position of hostler at Laurel or Billings, will be filled by firemen from the firemen's extra board at Laurel, and in the event the extra board becomes exhausted, senior available suspended firemen at either Laurel or Billings may be used.

Temporary vacancies of fifteen days or more may be filled by the senior fireman applying for such vacancy, providing the change can be made without additional expense to the Company.

3. Firemen sent from Livingston to Laurel or Billings to relieve firemen who are being cut off the working list will not be paid for deadheading; firemen displaced at Laurel or Billings as result of being cut off the working list and who return to Livingston, will be paid for deadheading.

4. Engineers and firemen required to deadhead between Laurel and Billings, or between Billings and Laurel for service and returning after comple-

tion of such service will receive an allowance of fifteen and two tenths miles in either direction. This does not apply to engineers and firemen going to a run for which they have made application, or returning from such run. Rate of service for which deadheaded will apply.

5. Nothing contained herein is intended to interfere with the application of schedule rules in the filling of regular positions at these points.

6. When a regular increase is made in the number of firemen on the Laurel extra board, senior suspended firemen entitled to this service will be assigned.

7. During the life of this agreement, Livingston will remain as the designated home terminal for assigned runs, pool freight and unassigned service, between Livingston and Laurel or Billings.

8. This agreement is subject to cancellation on thirty days' written notice by any party signatory hereto.

FOR THE ENGINEERS:

H. H. DEERING,
General Chairman, B. of L.E.

FOR LOCOMOTIVE FIREMEN AND HOSTLERS:

T. P. GORMAN,
General Chairman, B. of L. F. & E.

FOR NORTHERN PACIFIC RAILWAY COMPANY:

F. R. BARTLES,
Assistant General Manager

St. Paul, Minn., March 20th, 1936

Mr. H. H. Deering, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
406 Oppenheim Bldg.,
St. Paul, Minn.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen & Enginemen
560 Shubert Bldg.,
St. Paul, Minn.

Gentlemen:

Referring to claim of Engineer John Kennedy and fireman, Lake Superior Division, for payment under the provisions of Schedule Rule 42 for serv-

ice performed in Ironton territory on March 21st, 1933, and subsequent dates:

As agreed in conference, hereafter road crews with home terminal at Ironton, assigned to perform ore service or commercial service, or a combination of either of these services and work train service will be paid as follows:

On days when service rendered is entirely within the yard limits of Ironton, payment will be made under Rules 29 (c) of Engineers' and Firemen's Schedules.

On days when service rendered includes road mileage not exceeding thirty-five miles outside of Ironton yard limits in addition to service entirely within Ironton yard limits, payment will be made under Rule 42 of Engineers' and Firemen's Schedules.

Chain gang or unassigned crews called at Duluth or Staples for temporary service in and out of Ironton will be paid in accordance with the following example:

A chain gang or unassigned crew called at Duluth on first day of month to handle train to Ironton, makes trip on mileage basis and after arrival at Ironton switches one hour. Allowance for day, actual mileage plus one hour terminal switching at through freight rates. Same crew on second day of month is on duty eight hours and in addition to switching at Ironton makes less than thirty-five road miles in turnaround service outside of Ironton yard limits. Allowance for day, 112 miles at local rate under combination road switch rule.

Same crew on third day of month performs eight hours switching entirely within yard limits of Ironton. Allowance for day, 100 miles at local rate.

Same crew on fourth day of month switches in Ironton for one hour and then handles train to Duluth, making trip on mileage basis. Allowance for day, actual mileage Ironton to Duluth plus one hour terminal switching at through freight rate.

The specific claim of March 21st, 1933, mentioned in this letter, and all subsequent timeslips of record on which constructive mileage was claimed under Rule 42, will be adjusted on the above basis where trip to Deerwood was made, and the payment of these claims disposes of all claims as

to the proper method of payment up to the effective date of this understanding.

The understanding hereinabove stipulated as to payments hereafter to be made may be terminated at any time by any of the parties hereto upon fifteen days' written notice.

Yours truly,

S. A. WILDER,
Asst. to Vice President.

St. Paul, Minn., June 30, 1936

Mr. H. H. Deering, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
406 Oppenheim Building,
St. Paul, Minn.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen & Enginemen,
560 Shubert Building,
St. Paul, Minn.

Gentlemen:

Referring to the claim of Engineer Kernan and Fireman Farrell, St. Paul Division, for transfer rate instead of yard rate on engine 1180, October 11th, 1934, performing service at the Great Lakes Pipe Line Plant; also referring to the claim of Engineer Priebe for additional payment of one hour under Rule 56 (b) for service rendered June 26th, 1931:

In accordance with understanding reached in conference, the following is agreed to:

Yard engine crews, when used to handle cars between East Minneapolis Yard and the Pipe Line Plant, located at Belt Line Crossing, will receive the transfer rate for the entire day's service, and similar payment will also be made to yard engine crews when used to assist road freight train between East Minneapolis Yard and Belt Line Crossing. This will not be construed to restrict in any way the use of either road or yard crews to perform the service in question.

The claim of Engineer Kernan and Fireman Farrell for the transfer rate for service performed

October 11th, 1934, account handling cars to and from the Great Lakes Pipe Line Company Plant on the basis of the above understanding will be adjusted at the transfer rate of pay, and similar adjustment will be made to dispose of the claim of Engineer Priebe for service performed June 26th, 1931, account assisting a train from East Minneapolis to Belt Line Crossing.

In disposing of pending claims, aside from the specific claims mentioned, adjustment of the transfer rate will apply from October 11, 1934, on dates that yard engine crews were either required to handle cars to or from Great Lakes Pipe Line and East Minneapolis Yard, or were required to assist road trains between East Minneapolis Yard and Belt Line Crossing. In making this adjustment the claim for payment under Rule 56 (b) is hereby withdrawn.

Should the yard limit board be removed to former location, then in that event the conditions existing prior to removal of board to present location will be in effect.

Your truly,
S. A. WILDER,
Asst. to Vice President.

St. Paul, Minn., January 18, 1937

Mr. H. H. Deering, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
406 Oppenheim Bldg.,
St. Paul, Minn.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen & Enginemen,
560 Shubert Bldg.,
St. Paul, Minn.

Gentlemen:

Referring to Awards Nos. 1469, 1470, 1471 and 1472 of the National Railroad Adjustment Board, First Division:

The handling of silk, berry, fish, fruit, etc'. special trains run on passenger train time, either as a section of a passenger train, or as a special pas-

senger train, but not handling passengers, will be governed by the following, effective January 18, 1937:

Engineers and firemen on engines handling silk, berry, fish, fruit, etc. special trains will be paid freight rates under rules applicable to freight service, and freight crews will be used, except as hereinafter provided.

Regular assignments may be made to handle a silk, berry, fish, fruit, etc. special train in one direction and a passenger train in the opposite direction. It is further understood that when there are more passenger trains operated regularly in one direction than in the opposite direction, crews regularly assigned to that service may be used in the opposite direction to handle silk, berry, fish, fruit, etc. special trains for the purpose of balancing crews. Under above conditions passenger rates and rules shall apply when handling passenger trains, and freight rates and rules shall apply when handling silk, berry, fish, fruit, etc. special trains, except that the automatic release rule will apply only at the assigned terminals of the run.

A crew organized for extra passenger service may be used going to or returning from passenger service to handle a silk, berry, fish, fruit, etc. special train, and will be paid freight rates under freight rules for handling the silk, berry, fish, fruit, etc. special trains, and will be paid passenger rates under passenger rules for handling passenger trains, provided, however, that when handling a silk, berry, fish, fruit, etc. special train such engine crew may be run through an established chain gang freight terminal and the automatic release will apply but without penalty for runarounds to crews at such terminals, and extra passenger crews when run through Laurel to Billings may be tied up at Billings.

It is also agreed that when a Seattle crew is used to handle a silk, berry, fish, fruit, etc. special train from Seattle to Yakima, that on the return movement the Seattle crew may be used to handle a passenger train or to doublehead a passenger train from Yakima to Seattle. The provisions of the next preceding paragraph will apply in such cases.

It is agreed that in the use of crews as pro

vided for herein there will not be penalties for runarounds by other crews.

Yours truly,

W. C. SLOAN, General Manager.

AGREED TO:

H. H. DEERING, General Chairman,
Brotherhood of Locomotive Engineers.

T. P. GORMAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen.

St. Paul, Minn., May 22, 1943

Mr. G. A. Bichsel, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
406 Oppenheim Building,
St. Paul, Minnesota.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen and Enginemen,
305 New York Building,
St. Paul, Minnesota.

Gentlemen:

Referring to my letter January 22 and previous correspondence about claim of Engineer C. S. Adams and fireman, Saint Paul Division, for payment of freight rates under freight rules for handling trains of empty passenger equipment, Staples to Saint Paul, October 16 and December 3, 1942:

It is your contention that the claim is sustained under the agreement of January 18, 1937, covering the handling of silk, berry, fish, fruit, etc., special trains. While that agreement does not specifically mention trains of deadhead passenger equipment, we are agreeable to applying the agreement in such cases. Adjustment will be made accordingly to dispose of the claim of Engineer Adams and fireman.

Yours truly,

M. J. BYRNES,
Chief of Personnel.

cc- Mr. J. A. Mercer
Mr. W. W. Judson

St. Paul, Minn., January 18, 1937

Mr. H. H. Deering, General Chairman,
Brotherhood of Locomotive Engineers,
406 Oppenheim Building,
St. Paul, Minn.

Mr. T. P. Gorman, General Chairman,
Brotherhood of Loco. Firemen & Enginemen,
560 Shubert Building,
St. Paul, Minn.

Gentlemen:

Referring to the claim of Engineer Oscar Hull ,and fireman under date of October 7, 1935; also claim of Engineer Oakey Moore and fireman, September 14, 1933; also claim of Engineer G. A. Bichsel and fireman, September 6, 1934; and claim of Engineer J. D. Smyth and fireman, March 7, 1935:

These men were occupying an assignment to switching service at Olympia, which was in effect during certain periods since September 14, 1933, when in addition to a crew assigned at Olympia to combination road and yard service under Rule 42, a second crew was assigned to switching service. An adjustment will be made covering the periods in question between September 14, 1933, and the date of this letter for the difference between the yard service rate and the local freight rate; also constructive mileage will be allowed under Rule 42 on days, if any, the crew on the switch assignment performed a combination of road and yard service.

It is agreed that effective from the date of this letter when one or more crews are assigned either to switching service or to combination road and yard service, with terminal at Olympia, that engine crews occupying such assignment or assignments will be paid the local freight rate under freight rules, and constructive mileage allowance as per Rule 42 on the dates combination road and yard service is performed. This constructive mileage allowance not to apply on days service is performed exclusively 1n Olympia yard.

It is further agreed that this agreement shall not prohibit establishment of yard service at Olympia under yard service rules upon cancellation of this

agreement, as provided in the paragraph below.

This agreement may be terminated by either of the parties hereto at any time upon thirty days' notice in writing.

Yours truly,
S. A. WILDER,
Asst. to Vice President.

ACCEPTED:

H. H. DEERING,
General Chairman, B. of L.E.

T. P. GORMAN,
General Chairman, B. of L. P. & E.

St. Paul, Minn., Sept. 3rd, 1937 Mr. H. H. Deering: Mr. T. P. Gorman:

Referring to the retirement of Mr. William Ma- who has been operating the saddle tank shop engine at South Tacoma since 1903, and is now receiving the rate of \$ 7.16 per day, the rate paid for an L-6 locomotive, and is working on the days the shops are in operation.

In the event this work is given to a locomotive engineer, that incumbent will conform to shop hours, working eight hours within nine, for eight hours compensation; that there will be no expense for deadheading an engineer or a fireman to or from South Tacoma in filling this position, or in filling temporary vacancies in Tacoma yard or South Tacoma yard as a result of using the senior available demoted engineer to fill vacancies on this saddle tank shop engine as they occur, and with the further understanding that there will be no guarantee for a specified number of days per month.

With this understanding, and that there will be no additional expense to the company, we will make an arrangement as above outlined, subject to cancellation by either party on 10 days' notice.

It is understood that neither party is waiving its contention that this shop engine is or is not a shop yard engine within the meaning of the term.

E. L. GRIMM,
Asst. to the Vice Pres.

ACCEPTED:

H. H. DEERING,
Gen'l Chairman, B. of L.E.

T. P. GORMAN, Gen'l Chairman, B. of L.F. & E.

March 15, 1939

MEMORANDUM OF AGREEMENT concerning assignment of train and engine crews to combination road-switch service and engine crews assigned to mountain helper service on the Fifteenth, Sixteenth and Seventeenth Sub-Divisions, Rocky Mountain Division.

It is agreed that effective March 15, 1939, train and engine crews assigned to combination roadswitch service and engine crews assigned to helper service out of Wallace on the Fifteenth, Sixteenth and Seventeenth Sub-Divisions, Rocky Mountain Division, may be used as hereinbelow set forth and when so used will be paid as herein provided for:

1. When it is necessary to operate the rotary snow plow, the train crew assigned to combination road-switch service may be used to handle the train; the engine crew assigned to combination road-switch service may be used to operate the rotary and the engine crew assigned to helper service may be used as rotary pusher.
2. On days that work train or snow plow service is performed and no other service is performed, train and engine crews herein referred to used in such service will be paid for the class of service performed but not less than the guarantee of the regular assignment.
3. When the crew assigned to combination roadswitch service is used to perform work train or snow plow service and is also used to perform combination road-switch service on the same trip and in excess of 35 road miles are run, not less than a minimum day will be allowed in combination roadswitch service and not less than a minimum day will be allowed for other than road-switch service, the time in each class of service to be computed separately in determining the amount of overtime, if any, in either service.
4. On days the train and engine crew assigned to combination road-switch service is used in commercial service and is required to make in excess of 35 road miles, not less than a minimum day's pay will be allowed for combination road-switch assignment and not less than a minimum day's pay will be allowed for service in excess of 35 road

miles; time on duty in making in excess of 35 road miles to be deducted from total time on duty in computing overtime allowance for regular assignment.

5. If and when another train and engine crew is needed and the assignment of such crew includes combination road-switch service, such additional crew will be assigned to combination road-switch service and the foregoing will apply to such crew in the same manner as it applies when one train and engine crew only is assigned to combination roadswitch service.

6. When two combination road-switch crews are assigned, the first crew assigned will be designated as Crew No. 1 and the second crew assigned will be designated as Crew No. 2. When it is necessary to operate the rotary it will, insofar as possible, be operated by Crew No. 2. When the provisions of this section cannot be complied with because of the application of the Hours of Service Law or for other reasons, failure to use Crew No. 2 on the rotary will not establish a basis for a claim for additional compensation.

7. When it is necessary to perform combination road-switch service in connection with a trip in other service, the engine crew assigned to combination road-switch service will, as far as possible, perform such service.

This agreement is for the purpose of taking care of conditions existing in the Wallace District on the Fifteenth, Sixteenth and Seventeenth Sub-divisions. This agreement may be cancelled by either the Railway Company or by all of the Organizations signatory hereto serving thirty (30) days' notice in writing of cancellation.

FOR THE NORTHERN PACIFIC RAILWAY CO.:

W. W. JUDSON,
Superintendent

W. C. SLOAN,
General Manager

FOR THE ORGANIZATIONS:

R. J. FARRELL,
Local Chairman, O.R.C.

C. J. SIMONSEN,
Local Chairman,
B. of L.E.

M. H. BARNEY,
Gen'l Chairman, O.R.C.

H. H. DEERING,
Gen. Chairman, B. of L.E.

C. M. CLAYPOOL,
Local Chairman, B.R.T.

W. A. BOYLE,
Local Chairman,
B. of L.F. & E.

V. R. FURST,
Gen'l Chairman, B.R.T

T. P. GORMAN,
Gen'l Chairman, B. of L.F. & E.

St. Paul, Minn., March 30, 1939

Mr. H. H. Deering, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
406 Oppenheim Building,
St. Paul, Minn.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen & Enginemen
305 New York Building,
St. Paul, Minn.

Gentlemen:

Referring to your letter of June 10, 1938, about the claim of Fireman Abrahamson, Fargo Division, for a deadhead allowance Dilworth to Fargo, January 15 and 29, 1938:

Fireman Abrahamson was assigned to a yard engine at Fargo. On the dates mentioned Fireman Abrahamson commenced work at Fargo at 7:15 A.M. and left Fargo at 3:10 P.M. to take the engine to Dilworth for repairs.

In order to dispose of the claim of Fireman Abrahamson, and other similar cases that may arise, one hour will be allowed for deadheading between Dilworth and Fargo to enginemen on switch engines assigned at Fargo under the following conditions:

An engine crew assigned to switch service at Fargo required to deliver its engine at Dilworth and tie up at that point, and in the next service in its assignment is required to report for duty at Fargo, will be allowed one hour for deadheading returning from Dilworth to Fargo. An engine crew assigned to switch service at Fargo, tying up at Fargo after completing a day's work, and in the next service in its assignment is required to report for duty at Dilworth to bring an engine from Dilworth to Fargo, will be allowed one hour for deadheading from Fargo to Dilworth. In view of the agreement of January 17, 1914, which covers taking engines to main line terminals for repairs, it is understood that the allowance of one hour for deadheading as above mentioned will not be paid in cases where an engine crew on a Fargo switch engine brings its engine to Dilworth at the end of the day and in the next service in its assignment

is required to report for duty at Dilworth to bring an engine from Dilworth to Fargo.

For handling of the engine from Fargo to Dilworth or from Dilworth to Fargo under the conditions above cited, the engine crew will be allowed actual time with a minimum of one hour under the provisions of Rule 56 (b), Engineers' and Firemen's Schedules.

On the basis of the foregoing, the claim of Fireman Abrahamson for deadheading from Dilworth to Fargo on January 15th is withdrawn as this covered a case where an engine crew in the next service in its assignment reported for duty at Dilworth to bring an engine from Dilworth to Fargo. Fireman Abrahamson will be allowed one hour for deadheading, returning from Dilworth to Fargo on January 29th as this covered a case where an engine crew assigned to switch service at Fargo was required to deliver its engine at Dilworth and tie up at that point, and in the next service in its assignment was required to report for duty at Fargo.

It is understood that the settlement reached in this case applies only to the situation between Dilworth and Fargo, and is not to be construed as being applicable at other points.

Yours truly,
M. J. BYRNES,
Asst. to Vice President.

cc- Mr. W. C. Sloan
Mr. F. R. Bartles

June 15, 1939

In settlement of Decision No. 5799 of the Western Train Service Board of Adjustment, the following is agreed to as being applicable at outside yards:

For the purpose of this agreement the following shall be considered outside yards, and this agreement shall apply to engineers and firemen on yard assignments in such yards:

Central Avenue, Superior,
Superior East End,
Hill Avenue, Superior,
Brainerd,
Stillwater,
Little Falls,

Laurel,
Bozeman,
Helena,
Butte,
Yakima,
Everett,

Fargo,
Billings,

Centralia,
Hoquiam,
Aberdeen.

Should a yard assignment be established at an outside yard other than those herein set forth, and provided such point is not the source of supply for engineers and firemen, it will also be considered an outside yard for the purpose of this agreement.

At outside yards herein referred to assignments in yard service may be made which exclude service on one or more of the following holidays: New Year's Day, Fourth of July, Thanksgiving Day and Christmas, provided that when any of these holidays fall on Sunday, the day observed by the State, Nation or by proclamation shall be considered the holiday. (The assignment notice will specify the holiday excluded in the assignment.)

Engineers and firemen on an outside yard assign- herein referred to who are to be used on one of the holidays not included in such assignment will be notified to hold themselves in readiness for service on such holiday. Engineers and firemen so held for service and who are not used on such holiday will be paid a minimum day for such holiday; if service is performed on such holiday, payment of not less than a minimum day will be allowed, but in such a case there will not be a dual payment for being held for service and for service performed.

Engineers and firemen on yard assignments which are not assigned to work on a holiday herein mentioned will be permitted to exercise their seniority in the outside yard where employed on engines which are not assigned to work on that holiday, but which are used on such holiday. It is understood that men occupying assignments which include service on a holiday herein mentioned will not, under the provisions of this paragraph, be subject to displacement by men occupying assignments which do not include service on such holiday.

Nothing herein contained shall be construed as changing the present practice at yards other than outside yards herein mentioned in reducing the number of yard engines worked on holidays.

Claims of record which are now pending will be disposed of on the basis of this agreement.

This agreement shall become effective June 15,

1939, and will continue in effect until it is cancelled by either the Railway Company or jointly by both organizations signatory hereto serving thirty (30) days' notice in writing of cancellation.

FOR THE NORTHERN PACIFIC RAILWAY CO.:

By W. C. SLOAN.
General Manager

FOR THE BROTHERHOOD OF LOCO. ENGINEERS:

By H. H. DEERING,
General Chairman

FOR THE BROTHERHOOD OF LOCO. FIREMEN & ENGINEMEN:

By T. P. GORMAN,
General Chairman

St. Paul, Minn., December 12, 1939

Mr. F. R. Bartles:

Mr. T. F. Lowry:

Question has arisen from time to time under Rule 59, Firemen's Schedule, covering hostlers, whether or not a demoted engineer assigned as hostler should be considered available for service as engineer in the same respect as a demoted engineer assigned as a fireman. This concerns the application of Rule 59, Firemen's Schedule, Rule 121 (c) of the Engineers' Schedule, and Rule 113 (g), Article X, of the Engineers' and Firemen's Schedules. In order that a common understanding will exist concerning this question, and which it is understood has been the past practice, it has been agreed in conference with Messrs. Deering and Gorman that the following will govern and instructions should be issued accordingly.

The last paragraph of Rule 121 (c), Engineers' Schedule, provides that when the extra list is exhausted the oldest available demoted engineer will be used for extra work. It is understood that in the event a hired engineer is laid off account reduction in force and he signifies his desire to perform work as extra engineer when the engineers' extra list becomes exhausted, and holds himself available for such service, he will be entitled to such service in accordance with his relative standing as engineer; in other words, when the extra list is exhausted, the oldest available demoted engineer or suspended engineer will be used.

A demoted engineer assigned to a hostling position will not be taken from the hostling position for service as extra engineer under the last sentence of Rule 121 (c) when there are other demoted engineers on firing positions or suspended engineers available for service. A demoted engineer assigned to a hostling position will be used for service as extra engineer under the last sentence of Rule 121 (c) when there are no other demoted engineers on firing positions or suspended engineers available and this will be done in preference to using a fireman who has qualified for promotion as engineer but who has not established a seniority date as engineer.

A demoted engineer assigned to a hostling position shall vacate such position and assert his seniority as engineer when he can hold a position as engineer on the extra list or on a regular assignment to comply with the provisions of Rule 113 (g), Article X, of the Engineers' and Firemen's Schedules.

In the event of reducing the number of engineers on the engineers' working list, a fireman assigned to a hostling position under Rule 59 of the Firemen's Schedule will not be subject to displacement by engineers returning to firing service.

M. J. BYRNES,

Asst. to Vice President.

cc- Mr. H. H. Deering, Gen. Chr., B. of L.E.,
406 Oppenheim Bldg., St. Paul

Mr. T. P. Gorman, Gen. Chr., B. of L.F. & E.,
305 New York Bldg., St. Paul

Mr. W. C. Sloan
Mr. E. L. Grimm
Mr. R. E. Hanrahan

St. Paul, Minn., April 15, 1942

Mr. H. H. Deering, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
406 Oppenheim Building,
St. Paul, Minn.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen & Enginemen,
305 New York Building,
St. Paul, Minn.

Gentlemen:

Referring to my letter of December 5, 1941 and

previous correspondence regarding claim of Engineer Nelson and Fireman Levins for an additional day at yard rates July 5, 1941 and subsequent dates account road crews performing yard service at Walls Walla:

Engineer Nelson and fireman were assigned to yard service at Walla Walla under assignment in existence from July 5, 1941 until August 1, 1941. Claim originally was presented for payment of local freight rate which was declined-payment being made at yard rate.

As agreed in conference, the engine crew that was on this assignment from July 5, 1941 until August 1, 1941 will be paid local freight rate. Accordingly an adjustment will be made to cover the difference between the local freight rate and the yard rate. This settlement is with the understanding that the claim for an additional yard day at yard rate for July 5, 1941 and subsequent dates is withdrawn.

It is agreed that effective from the date of this letter in the event one or more crews are assigned either to switching service or to combination road, and yard service, with terminal at Walla Walla, that engine crews occupying such assignment or assignments will be paid at local freight rate under freight rules, and constructive mileage allowance as per Rule 42 on the dates combination road and yard service is performed; this constructive mileage allowance not to apply on dates service is performed exclusively in Walla Walla Yard. It is further agreed that this agreement shall not prohibit establishment of yard service at Walla Walla under yard service rules upon cancellation of this agreement which may be terminated by either of the parties hereto at any time upon thirty days notice in writing.

Yours truly,
M. J. BYRNES,
Chief of Personnel.

AGREED TO:

H. H. DEERING,
General Chairman, Brotherhood of Loco. Engineers.

T. P. GORMAN ,
General Chairman, Brotherhood of Loco. Firemen & Enginemen.

cc- Mr. W. C. Sloan
Mr. F. R. Bartles

St. Paul, Minn., December 22, 1942

Mr. H. H. Deering, Chairman,
General Committee of Adjustment,
Brotherhood of Locomotive Engineers,
406 Oppenheim Building,
St. Paul, Minnesota.

Mr. T. P. Gorman, Chairman,
General Grievance Committee,
Brotherhood of Loco. Firemen & Enginemen,
305 New York Building,
St. Paul, Minn.

Gentlemen:

Referring to my letter of November 7th and previous correspondence about claim of Engineer A. R. Yri and Fireman R. W. Gress, Yellowstone Division, for a minimum yard day November 23, 1941, and similar claims on other Sundays when Great Northern crews performed switching at the sugar beet industry at Sidney:

Engineer Yri and Fireman Gress were assigned to switching service at Sidney, daily except Sunday, work consisting of joint switching for the Northern Pacific and the Great Northern. Joint switching service is maintained at Sidney during the sugar beet season, the service being manned during alternate years by the Northern Pacific and Great Northern respectively. A Northern Pacific crew was used to man this service during the 1941 season.

On November 23, which was on a Sunday, a Great Northern crew arrived at Sidney with 32 cars of beets and was instructed to place these cars on certain tracks at the sugar beet industry so they would be available for handling by the Sugar Company engine. The Great Northern crew as instructed set the 32 cars of beets on different tracks at the sugar beet industry and in doing so was required to move 15 empty cars to make room for the loads and placed the empties in the yard at Sidney. The work performed by the Great Northern crew as above described on Sunday was switching which work would have been performed by the joint switch engine on week days during their assigned hours, which engine in this case was manned by Northern Pacific men. Because of these conditions we are willing to agree that Engineer Yri

and Fireman Gress should have been used to perform this work on Sunday, November 23rd. The claim for 100 miles for that date will be allowed.

A Great Northern crew performed similar switching at the sugar industry at Sidney on October 12, November 16 and December 7, 1941, during which period a joint engine manned by Northern Pacific employees was assigned to perform the switching at Sidney. Adjustment will also be made covering payment of 100 miles for each of these three dates on the same basis as on November 23rd.

Settlement of claims for the dates herein specified disposes of all claims for switching by Northern Pacific crews at Sidney prior to the date hereof.

It is understood and agreed that in the future in the alternate years when the Northern Pacific performs the joint switching at Sidney during the sugar beet season that it will be used to perform switching at the sugar beet industry on Sundays to the same extent as such work is performed by Northern Pacific crew on week days. This, however, will not be construed as restricting Great Northern crews in the setting out or picking up cars where switching on the tracks of the Sugar Beet Company is not involved or in the performance of switching incidental to their trains on the yard tracks at Sidney.

In the years in which the Northern Pacific performs the joint switching at Sidney during the sugar beet season and when the assignment covers six days service per week, if switching at the sugar beet industry is to be performed on Sunday members of the crew will be notified to hold themselves in readiness for service on Sunday. If so notified and held for service on Sunday and not used, crew will be allowed a minimum day's pay.

No claims for service or for runaround by other crews will be presented or prosecuted because of crew assigned to six day per week service at Sidney on the joint engine performing service at that point on the layover day, it being understood that this arrangement covers the situation at Sidney only.

M. J. BYRNES,
Chief of Personnel.

cc- Mr. J.A.Mercer

January 26, 1944

MEMORANDUM OF AGREEMENT

This Agreement entered into this twenty-fifth day of January, 1944, by and between the carriers listed in Appendix (A), attached hereto and made a part hereof, represented by the duly authorized Western Carriers Conference Committee signatory hereto, as party of the first part, and the Locomotive Engineers of said carriers, as respectively indicated by said Appendix (A), and represented by the Brotherhood of Locomotive Engineers signatory hereto by its duly authorized Assistant Grand Chief Engineer, and Temporary Assistant Grand Chief Engineer, as parties of the second part.

WITNESSETH:

WHEREAS, certain proposals on behalf of the classes of employes hereinbefore referred to were served on the carriers parties hereto by the Brotherhood of Locomotive Engineers which led to proceedings before the National Mediation Board, docketed as Mediation Case A-978; and

WHEREAS, a hearing was conducted by a President's Emergency Board and said Board on or about May 21, 1943, filed its Report together with its Findings and Recommendations with the President of the United States; and

WHEREAS, the parties have conferred with respect to said proposals, and said Emergency Board Report of May 21, 1943; and

WHEREAS, the parties have agreed on rates covering steam, electric and Diesel-electric locomotives;

NOW THEREFORE it is mutually agreed:

1. To put into effect, subject to requisite governmental approval and upon such approval being obtained, rates for Engineers for steam, electric and Diesel-electric locomotives as specifically set out in Appendix (B), attached hereto and made a part hereof.

2. (a) Existing rates of pay which are higher than those herein provided shall not be reduced. If a rate higher than that provided by this agreement is in effect by reason of some special agreement with individual carriers such higher rate shall

continue to be paid but need not be increased except as provided in paragraph (b) hereof.

(b) Existing differentials for divisions or portions thereof; or mountain or desert territory as compared with valley territory, whether expressed in the rates or in constructive mileage allowances, shall be preserved.

(c) Except as specifically provided herein, this agreement does not modify or supersede existing agreements covering rates of pay, rules and working conditions of Locomotive Engineers.

3. In the application of this agreement it is understood that the existing duties and responsibilities of engineers will not be assigned to others. It is further understood that a second engineer is not required in multiple-unit service where the engineer operates the locomotive from one cab with one set of controls.

4. In so far as the rates of pay provided for in this agreement depend upon the approval of any individual or governmental agency before becoming effective under the Stabilization Program, the parties hereto agree to join in such submission as may be necessary or desirable to seek the requisite approval of the appropriate individual or governmental agency. It is understood and agreed, however, that such rates of pay are not valid and binding unless and until such requisite approval has first been obtained.. In the event of such approval, this agreement shall become effective on the first day of the pay roll period following the date of final approval by the appropriate individual or governmental agency. Upon such final approval being forthcoming, the effective date so determined shall be automatically inserted as the effective date of this agreement without further action of the parties hereto.(*).

5. This agreement is subject to approval of the courts with respect to such of the carriers, parties hereto, as are in the hands of Receivers or Trustees.

6. This agreement is in full settlement of the second party's proposals and the questions covered by Mediation Case A-978, and shall continue in

effect, subject to change under the provisions of the Railway Labor Act as amended.

(*) Requisite governmental approval of the rates of pay provided for in this agreement having been obtained effective March 22, 1944, this agreement becomes effective April 1, 1944.

(Appendix (A), Appendix (B) and special memoranda of agreements signed at Chicago, January 25, 1944, which are included as a part of this agreement, are not reprint d.)

April 21, 1944
AGREEMENT
between the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS,
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN
and the
NORTHERN PACIFIC RAILWAY COMPANY
covering
application of the Northern Pacific Schedule for Locomotive Engineers and
Northern Pacific Schedule for Locomotive Firemen and Hostlers to the former
Minnesota and International and Big Fork and International Falls Railways.

Effective May 1, 1944, the Minnesota and International and Big Fork and International Falls Railway Companies' Schedule for Enginemen which became effective January 1, 1925, as to rules and September 1, 1924, as to rates of pay, and agreements and understandings thereunder, are hereby cancelled. Effective May 1, 1944, the current Northern Pacific Railway Company's Schedule for Locomotive Engineers and interpretations and agreements thereunder, and the current Northern Pacific Railway Company's Schedule for Locomotive Firemen and Hostlers and interpretations and agreements thereunder, as hereby modified or amended, will be applied on the International Falls and Bullhead Lake Branches of the Lake Superior Division;

1. The rates of pay for engineers and firemen, and also hostlers when and if such positions are established and maintained, shall be the current rates of pay in effect under Northern Pacific Schedule for Locomotive Engineers and the Northern Pacific Schedule for Locomotive Firemen and Hostlers.

2. Rule 113 of the Engineers' Schedule and corresponding rule of the Firemen's Schedule shall apply in the following manner on the Lake Superior Division:

(a) The men for the Eighth, Ninth and Tenth Subdivisions (International Falls and Bullhead Lake Branches) will be furnished from the board at North Bemidji. Men for all other subdivisions of the Lake Superior Division will be furnished from the board at Duluth.

Services operated jointly over subdivided seniority districts as herein defined, may be manned by men furnished from the Board on the subdivided district where the service originates.

(b) Rule 113 hereinabove referred to, which contains clause reading:

"No demoted engineer will be permitted to hold a run as fireman on any seniority district while a junior engineer is working on the engineers' extra list or holding a regular assignment as engineer on such seniority district."

will apply on the Lake Superior Division in accordance with the arrangement prescribed in section 2 (a) hereof, it being mutually agreed that engineers will not be required by the terms hereof to go outside of their respective subdivided seniority districts to take runs as engineers as long as there are sufficient promoted men available on the subdivided district where an additional engineer is required; provided further that subject to the provisions of section 3 (a) hereof additional promotions are not caused by the application of this principle.

(c) Engineers shall not hold a position other than engineer as long as there is a position for them as such in their seniority district as subdivided.

(d) Engineers or firemen transferring to or from the-board at Duluth or at North Bemidji will not be paid for deadheading. Firemen on the suspended list called for service may be required to report for duty either at Duluth or North Bemidji

and will not be entitled to pay for deadheading in going to, or returning from, either point.

3. Interchangeable rights shall be established for engineers and firemen on the Lake Superior Division as follows:

(For convenience the Lake Superior Division excluding the International Falls and Bullhead Lake Branches is herein designated as "District A", and the International Falls and Bullhead Lake Branches are herein designated as "District B").

(a) Engineers and firemen in service on District B on April 30, 1944, shall have prior rights to service on District B over other Lake Superior Division engineers and firemen. Firemen in service on April 30, 1944 on District B will have prior rights to promotion to engineers on District B over other Lake Superior Division firemen.

Engineers and firemen in service on District A on April 30, 1944, shall have prior rights to service on District A over engineers and firemen holding prior rights on District B. Firemen in service on April 30, 1944 on District A shall have prior rights to promotion to engineers on District A over firemen who hold prior rights on District B.

(b) Engineers and firemen who hold prior rights to service on District B will be given a seniority rank as firemen on the Lake Superior Division roster with a date of May 1, 1944, in accordance with their relative rank as firemen, following firemen who were in service on District A on April 30, 1944.

(c) Engineers and firemen in service on District A prior to May 1, 1944, shall have their seniority and right to promotion extended to include District B, subject to provisions of the first paragraph of section 3 (a) hereof.

(d) Firemen employed on and after May 1, 1944, on the Lake Superior Division shall acquire and accumulate seniority on the entire division.

(e) A separate seniority roster will be maintained for engineers and firemen holding prior rights on District B, as herein provided for. The Lake Superior Division firemen's roster will be revised by the addition thereto of names of engineers

and firemen holding prior rights on District B, as provided for in section 3 (b) hereof.

4. The Railway Company may, at its option, operate regular or unassigned runs or service jointly over the subdivided seniority districts herein provided for. When such runs or service are operated a mutually satisfactory arrangement will be agreed upon for the purpose of accounting for and equalizing mileage of engineers and firemen with prior rights in the respective subdivided seniority districts. Deadheading incident to equalization of mileage will not be paid for.

THE NORTHERN PACIFIC RAILWAY COMPANY

By H. E. STEVENS,
Vice President.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

By J. M. BURKE,
Local Chairman,
(Representing engineers
of the former Minnesota &
International and Big
Forks & International
Falls Railways.)

By J. A. CONNOLLY,
Local Chairman,
(Representing locomotive
engineers of the Lake
Superior Division.)
By G. A. BICHSEL,
General Chairman,

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

By C. T. McCULLOCH,
Local Chairman,
(Representing locomotive
firemen and hostlers of
the former Minnesota &
International and Big
Fork & International
Falls Railways.)

By G. L. BORNDALÉ,
Local Chairman,
(Representing locomotive
firemen and hostlers of
the Lake Superior Divi-
sion.)
By T. P. GORMAN,
General Chairman.

July 1, 1945

VACATION AGREEMENT

This Vacation Agreement made this 6th day of June, 1945, by and between the participating carriers listed in Exhibits "A", "B" and "C", as shown in appendix of the Emergency Board's Report, dated September 25, 1943, and the railroad labor organizations signatory hereto, acting for the employees shown and described in said exhibits as being represented by them, WITNESSETH:

IT IS HEREBY AGREED:

Section 1 (a) Effective July 1, 1945, each employee subject to the scope of schedule agreements held by the organizations signatory hereto, will be

qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

(NOTE-In Dining Car Service-each eight hours paid for shall be considered the equivalent of one basic day.)

Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation.

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

Section 2. Employees qualified under Section 1 hereof shall receive a vacation of seven days per year and shall be paid with respect thereto as follows:

(a) An employee having a regular assignment (including pool and chain gang service) will be paid while on vacation the compensation he would have earned during the seven-day vacation period had he continued at work.

(b) An extra employee will be paid an amount equivalent to his total earnings in the last seven consecutive days immediately preceding the date when he is scheduled to begin his vacation; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

(c) A furloughed man shall be paid an amount equivalent to his earnings for the last seven day period ending with the last day on which he

worked; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

Section 3. Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4. Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

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

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

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

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

Section 8. No vacation with pay, or payment in lieu thereof, will be due an employee whose employment relation with a carrier has terminated prior to the scheduled vacation period as provided in Section 6, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 9. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees, signatories to the Vacation Agreement of May 17, 1944, with the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Switchmen's Union of North America, and the Vacation Agreement of September 1, 1944, with the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30, and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such

arbitration, shall be final and binding as an Interpretation or application of this agreement.

Section 11. This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier, party hereto, and its railroad employes represented by the respective organizations, signatory hereto, and supersedes the Vacation Agreement of May 17, 1944, with the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Switchmen's Union of North America, and the Vacation Agreement of September 1, 1944, with the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen.

Section 12. This vacation agreement shall continue until Proclamation by the President of the United States or Declaration by the Congress of the cessation of hostilities and thereafter, except that this agreement arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated or thereafter to seek a change therein in accordance with the Railway Labor Act, as amended.

Section 13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representative (General Chairman) of the employes, party to this agreement, and the officer designated by the carrier may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

July 20, 1946

AGREEMENT made July 20, 1946, covering moving of westerly yard limit board at Grand Forks to a point approximately 4608 feet west of the present location.

(1) The present location of the westerly yard limit board is understood to be 2,320 feet west of MP 97.

(2) In the event that the work at the proposed pipe line plant or at the location of future Industries west of the former location of the west yard limit board at Grand Forks necessitates the assign-

ment of a regular crew to do the work, a road crew will be assigned at local rate of pay and will have the right to pick up and deliver cars that accumulate in this territory to the yard at East Grand Forks. When and if a road crew is assigned as provided in this agreement, cars to be handled by such road crew from East Grand Forks to the proposed pipe line plant, or to the location of future industries west of the former location of the west yard limit board at Grand Forks, will be assembled by yard crews. It is understood that in the event a road crew is assigned as provided in this agreement, such road crew will not be paid under the terminal switching rule for service performed.

(3) Engine crews in yard service at East Grand Forks will be paid transfer rate of pay for shifts on which they are used to perform work at the proposed pipe line plant or at the location of future industries west of the former location of the west yard limit board at Grand Forks.

(4) It is understood and agreed that road crews, other than those assigned under the provisions of Section (2) of this agreement, have the right to pick up or set out cars at the proposed pipe line plant or other industries between the present location of the yard limit board and the agreed upon new location of the yard limit board, but will not be used to perform such service when a yard crew is on duty in the East Grand Forks-Grand Forks Terminal, or when a road crew assigned under the provisions of Section (2) of this agreement is on duty. Road crews, other than those assigned under the provisions of Section (2) of this agreement, will be paid under the provisions of schedule rules applying to terminal switching for time consumed in picking up or setting out.

APPROVED:

E. M. HELGESON,
General Chairman,
O.R.C.
V. R. FURST,
General Chairman,
B.R.T.
G. A. BICHSEL,
General Chairman,
B.L.E.
T. P. GORMAN,
General Chairman,
B.L.F.&E.
W. W. JUDSON,
General Manager.

A. B. CUNNINGHAM,
Local Chairman, O.R.C.
J. S. PETERSON,
Local Chairman, B.R.T.
G. H. YOUNG,
Local Chairman, B.L.E.
J. G. GEBHARDT,
Local Chairman, B.L.F.&E.
T. M. FLYNN,
Superintendent.

August 18, 1948

AGREEMENT between the Northern Pacific Railway Company and Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen, covering use by Northern Pacific Tacoma Division train and enginemen of Simpson Logging Company tracks, and use by Simpson Company employes of Northern Pacific tracks at Shelton, Washington.

The following is agreed to:

Northern Pacific Tacoma Division train and enginemen may be used to perform service on tracks owned by the Simpson Logging Company at Shelton, Washington, as shown dotted black over green on print attached, and when such service is performed it will be considered part of the crew's assignment.

Simpson Logging Company employes may perform service on tracks owned by the Northern Pacific Railway Company at Shelton, Washington., as shown dotted black over red on print attached, including serving their warehouse, and when such service is performed it will be considered as service properly to be performed by employes of the Simpson Logging Company. Employes of the Simpson Logging Company will not perform commercial switching for industries other than those located on their own tracks.

This agreement will apply to successors in interest of the Simpson Logging Company.

This trackage right agreement is subject to cancellation or revision upon thirty (30) days' notice in writing by any of the organizations or all of the organizations, parties to this agreement, or by the Northern Pacific Railway Company.

NORTHERN PACIFIC RAILWAY COMPANY

By F. R. BARTLES,
General Manager

ORDER OF RAILWAY CONDUCTORS

By E. E. DEVEREAUX,
Local Chairman

Approved by
E. M. HELGESON,
General Chairman

BROTHERHOOD OF RAILROAD TRAINMEN

By V. H. LEONARD,
Local Chairman

Approved by V. R. FURST,
General Chairman

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

By R. P. DORAN,
Local Chairman

Approved by
G. A. BICHSEL,
General Chairman

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

By R. V. ELMENDORF,
Local Chairman

Approved by
T. P. GORMAN,
General Chairman

**Memorandum of Understanding Concerning Rule
119 of this Schedule, April 11, 1947**

It is understood that the provisions of Rule 119 (a) will not affect the following agreements that are still in effect:

Agreement dated June 20, 1932 covering filling of engineers' vacancies in the Twin Cities terminals insofar as it relates to filling of vacancies in the Twin Cities proper.

Agreement dated January 3, 1934 relating to filling of vacancies in engine service and hostling positions at Laurel and Billings.

Agreement dated April 16, 1936 covering engineers in the "Helena Pool".

It is understood that the agreements above mentioned are to continue in effect subject to the cancellation clause contained in each of those agreements.

With regard to Rule 119 (a), Item 2, it is understood that an extra engineer occupying a temporary vacancy at an outlying point will continue on such temporary vacancy after expiration of fifteen days if, meantime, the regular man has not returned to duty or a senior engineer has not applied for the run or service as provided in Items 2 and 3 of paragraph (a).

It is also understood that Rule 119 will not prevent using an extra engineer to fill more than one vacancy in succession at an outlying point subject

to local understandings that may be in effect as to the number of such vacancies an extra engineer may be used to fill at an outlying point before being returned to the extra board.

M. J. BYRNES,
Chief of Personnel.

AGREED TO:
G. A. BICHSEL,
General Chairman,
Brotherhood of Locomotive Engineers.

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

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

**MILEAGE EQUIVALENTS BASED ON 18¾ MILES
PER HOUR**

(Time and one-half in Freight Service)

Hours & Minutes	Mileage Equiv- alents	Hours & Minutes	Mileage Equiv- alents	Hours & Minutes	Mileage Equiv- alents
1"	0.3	2' 20"	43.8	5' 15"	98.4
2"	0.6	2' 25"	45.3	5' 20"	100.0
3"	0.9	2' 30"	46.9	5' 25"	101.6
4"	1.3	2' 35"	48.4	5' 30"	103.1
5"	1.6	2' 40"	50.0	5' 35"	104.7
6"	1.9	2' 45"	51.6	5' 40"	106.3
7"	2.2	2' 50"	53.1	5' 45"	107.8
8"	2.5	2' 55"	54.7	5' 50"	109.4
9"	2.8	3' 00"	56.3	5' 55"	110.9
10"	3.1	3' 05"	57.8	6' 00"	112.5
15"	4.7	3' 10"	59.4	6' 05"	114.1
20"	6.3	3' 15"	60.9	6' 10"	115.6
25"	7.8	3' 20"	62.5	6' 15"	117.2
30"	9.4	3' 25"	64.1	6' 20"	118.8
35"	10.9	3' 30"	65.6	6' 25"	120.3
40"	12.5	3' 35"	67.2	6' 30"	121.9
45"	14.1	3' 40"	68.8	6' 35"	123.4
50"	15.6	3' 45"	70.3	6' 40"	125.0
55"	17.2	3' 50"	71.9	6' 45"	126.6
1' 00"	18.8	3' 55"	73.4	6' 50"	128.1
1' 05"	20.3	4' 00"	75.0	6' 55"	129.7
1' 10"	21.9	4' 05"	76.6	7' 00"	131.3
1' 15"	23.4	4' 10"	78.1	7' 05"	132.8
1' 20"	25.0	4' 15"	79.7	7' 10"	134.4
1' 25"	26.6	4' 20"	81.3	7' 15"	135.9
1' 30"	28.1	4' 25"	82.8	7' 20"	137.5
1' 35"	29.7	4' 30"	84.4	7' 25"	139.1
1' 40"	31.3	4' 35"	85.9	7' 30"	140.6
1' 45"	32.8	4' 40"	87.5	7' 35"	142.2
1' 50"	34.4	4' 45"	89.1	7' 40"	143.8
1' 55"	35.9	4' 50"	90.6	7' 45"	145.3
2' 00"	37.5	4' 55"	92.2	7' 50"	146.9
2' 05"	39.1	5' 00"	93.8	7' 55"	148.4
2' 10"	40.6	5' 05"	95.3	8' 00"	150.0
2' 15"	42.2	5' 10"	96.9		