

1955 SP&S Agreement

SCHEDULE FOR ENGINEERS

This agreement, with respect to rates of pay, rules and working conditions of engineers employed by the SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, OREGON TRUNK RAILWAY AND OREGON ELECTRIC COMPANY, shall define their rights as agreed to, understood and arranged between the said railways and the General Committee of Adjustment of the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, shall become effective June 1, 1955, shall supersede all previous agreements, rulings or interpretations which are in conflict herewith and shall remain in effect until thirty days after written notice shall have been given by either party hereto asking for a change in accordance with the Railway Labor Act, as amended.

Rule 1

Beginning and Ending of Day

(b) Engineers' time will commence at the time required to report for duty and continue until the time the engine is placed on the designated track or men are relieved at terminals.

Minimum Daily Guarantee

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

(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 in preceding table.

Rule 2

Basic Day

(a) One hundred miles or less (straight away or turn-around), five hours or less, except as provided in Rule 3, paragraph (a), shall constitute a day's work, miles in excess of 100 will be paid for at mileage rate provided, according to class of engine.

Automatic Release

(b) Except as otherwise provided, engineers arriving at terminals are automatically released unless required to do terminal work.

Rule 3

Overtime Short Turnaround Passenger Service

(a) Engineers on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight (8) hours

(computed on each run from the time required to report or duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule, the Management may designate the initial trip.

Overtime, Other Passenger Service

(b) All other passenger overtime shall be computed on the speed basis of twenty miles per hour from the time required to report or duty until released, and separately for each part of a round trip run.

A straight-away run is a run from one terminal to another terminal, and not less than one hundred miles will be allowed for each such run, except as hereinafter provided.

In passenger service, a turn-around run between two terminals will be computed at straight-away run, provided---

- (1) The distance between such terminals exceeds eighty-five (85) miles, or,
- (2) The turn-around run does not leave turn-around point within five (5) hours from the time called to leave designated track on the first trip.

Preparatory Time

(c) Engineers in passenger service will be paid thirty (30) minutes at schedule rates for preparing engines before leaving engine terminals, provided the time of the trip is computed in hours, time to end when engine is delivered on designated roundhouse track (which time will be shown on roundhouse register), or men are relieved at terminal.

Overtime Hourly Rate

(e) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein, provided according to the class of engine, with a minimum of \$1.8875 for engineers.

Special Terminal Allowances

(f) Following arbitrary time will be allowed engineers of passenger engines for handling engines between passenger stations and roundhouses at terminals named:

Portland-- Fifteen (15) minutes each way. Vancouver-- Thirty (30) minutes each way. Astoria-- Fifteen minutes each way. Pasco-- Fifteen (15) minutes each way. Spokane-- Great Northern Terminal: Thirty (30) minutes each way. Northern Pacific terminal: Twenty (20) minutes each way. Mileage allowed passenger

service, as follows: Pasco to Great Northern terminal 149 miles; Pasco to Northern Pacific terminal, 147 miles.

Pasco-- Fifteen (15) minutes when passenger engines are run through and servicing thereon is done by the engine crew instead of by the roundhouse forces.

Passenger engineers, when required at initial or final terminal to supply heat or light to trains, will be allowed thirty (30) minutes for such service in addition to pay for the trip.

Short Emergency Trips

(g) Passenger engineers required in emergency to make short trip in addition to regular trip before commencing regular trip will be paid for same on the basis of miles, or hours, whichever is the greater, in addition to pay for regular trip. If used for any other than their own connecting train, it will be considered a new trip, and paid for as such.

Rule 4

Final Terminal Delay

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

Final terminal delay, after the lapse of thirty minutes, will be paid for the full delay at the end of the trip, at the overtime rate, according to class of engine, on the minute basis.

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

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

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

Terminal switching time will not be added to road time to defeat payment of final terminal delay. If total delay, including switching time after train passes designated switch, or reaches terminal station, exceeds thirty (30) minutes, the entire time will be computed as final terminal delay. Where less than thirty minutes, engineers will be paid for actual time switching.

Rule 5

Handling Freight in Passenger Service

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

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

If such shipments are handled in cars equipped for regular movement in passenger trains, the run will be assigned and operated as to rules and terminals, as a passenger train, but shall be paid through or local freight rates for the actual mileage over which the freight service is performed. Through service shall be understood to mean the handling of shipment on that run in unbroken carloads; local service shall be understood to mean the handling of shipments loaded in or unloaded from cars enroute while on that run.

It is understood and agreed that these special rules do not apply to silk, fish and berry specials, nor to milk and cream, or similar commodities handled on special billing as "passenger train freight" or "waybilled baggage", nor to commodities of any kind handled on express billing. It is further understood and agreed that these rules do not apply to passenger equipped cars which are returned empty, nor to the incidental return of less than carload merchandise returned to its proper destination account carried by in error, and is without prejudiced to the proper application of combined service Rule 10 of engineers.

If trains are run composed of passenger equipment only, but handled only fast freight as provided herein, they will be classified and operated as passenger runs, subject to through or local freight rates.

Rule 6

FREIGHT SERVICE

(a) Rates for Engineers in through and irregular freight, pusher, helper, mine run or roustabout, belt line or transfer, wreck, work, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service, shall be as follows:

Basis for Pay-Per Day

	<u>Weight on Drivers (lbs)</u>	<u>Engine Numbers</u>	<u>Engineers</u>
Less than 140,000			\$15.73
140,000-200,000	10-11		16.16
	20 to 28, 30 to 34, 40 to 45		
200,000-250,000	50 to 55, 60 to 62, 65 to 82		16.33
	536, 538. 539, 750, 800 to		
	806, 850 to 869, 200, 213 .		
250,000-300,000			16.48
250,000-300,000	4-8-4's only	700, 701, 702	16.63

300,000-350,000	16.63
350,000-400,000	16.84
400,000-450,000	17.05
450,000-500,000	17.26
500,000-550,000	17.47
550,000-600,000	17.65
600,000-650,000	17.83
650,000-700,000	18.01
700,000-750,000	18.19
750,000-800,000	18.37
800,000-850,000	18.55
850,000-900,000	18.73

With \$.18 added for each additional 50,000 lbs or fraction thereof

Footnote: Add \$.25 for local freight rate.

MALLETS

Less than 275,000		17.30
275,000-400,000		17.53
400,000-450,000	900 to 905, 910, 911	17.78
450,000-500,000		18.03
500,000-550,000		18.28
550,000-600,000		18.53
600,000-650,000		18.78
650,000-700,000		19.03
700,000-750,000		19.28
750,000-800,000		19.53
800,000-850,000		19.78
850,000-900,000		20.03

With \$.25 added for each additional 50,000 pounds or fraction thereof

Local or Way-Freight Service

(b) For local or way-freight service, 52 cents per 100 miles or less for engineers shall be added to the through freight rates, according to class of engine; miles over 100 to be paid for pro rata.

Combo Yard and Transfer Service.

(c) Engineers may be used in combination yard and transfer service and when transfer service is performed will be paid through freight or yard rates, whichever is the greater, for entire day.

Engineers in regular North Portland switch service operating from Vancouver will not be allowed road rates for making trips to and from North Portland at beginning and ending of shifts.

Rule 7

Rates for New Types of Locomotives.

(a) If a type of locomotive is introduced which is not now in use 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.

Locomotive Boosters.

(b) It is understood that the weight on trailers 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.

Rule 8

Substitution Of Power.

Whenever electric or other power is installed as a substitute for steam on these lines, the locomotive engineers shall have preference for positions as engineers or motormen on electric locomotives. This rule applies to all classes of service.

Rule 9

Basic Day and Overtime.

(a) In all classes of service covered by Rule 6, 100 miles or less, eight hours or less, shall constitute a day's work; miles in excess of miles required for a minimum day will be paid for at the mileage rates provided, according to class of engine or other power used.

(b) A straight-away 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 hereinafter provided.

Unless a turn around run leaves turn around point within eight (8) hours from the time called to leave designated track on first trip, a minimum of 100 miles will be allowed for each such run between terminals.

(c) On runs of 100 miles or less .overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

Beginning & End of Day.

(d) In all classes of service, other than passenger, 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, which time will be shown on roundhouse register.

Rule 10

More Than One Class of Road Service.

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

A. Payment:

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

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

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

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

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

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

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

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

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

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

(d) An employee in through freight service on a run of 100 miles is on duty a spread of 12 hours, including 2 hours of another class of road service--Employee will be paid 100 miles or 8 hours at pro rata rate plus 2 hours at time

and one-half for the trip, plus 2 hours at time and one-half for the other class of road service, both payments to be at the highest rate applicable to any class of service performed.

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

B. This rule applies to:

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

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

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

Rule 11

Automatic Release

Except as otherwise provided, engineers arriving at terminals are automatically released unless required to do terminal work.

Rule 12

Held Away From Home Terminals.

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

(b) Should an engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the

terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home terminal time.

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

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

Rule 13

Terminal Allowances.

(a) Time consumed by freight or mixed train engineers at terminals doing work will be paid for in addition to pay for trip.

Engineers will be paid for actual time consumed in switching Spokane yard in addition to road time. This refers to switching movements that may be made at Division Street or the old yard; no payment to be made in case of break-in-two or delay not connected with switching service.

Air Test.

The time required in pumping up air will be considered as part of the air test, and payment will be made from the time engineer is required to start to pump up air until the air test is completed.

Final Terminal Delay. (Amended by Arbitration Award 458 and PL 102-29).

(b) Final terminal delay shall be computed from time engine reaches designated main track switch connection with yard track.

Final terminal delay, after the lapse of thirty minutes will be paid for the full delay at the end of the trip, according to class of engine, on the minute basis.

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

(d) When final terminal delay accrues, mileage between designated points and point of release will not be allowed. When final terminal delay does not accrue, actual mileage will be allowed from designated switch to point of release, and will be added to the actual mileage of the trip. Less than one mile not to be counted.

Terminal switching time will not be added to road time to defeat payment of final terminal delay. If total delay, including switching time after train passes designated switch, exceeds thirty minutes, the entire time will be computed as final terminal delay. Where less than thirty minutes, engineers will be paid for actual time switching.

(e) When the train reaches the final terminal before overtime commences calculated from the time of reporting for duty the special payments will be allowed at the pro rata rates.

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

(NOTE: In calculating the time engaged in switching under the rules, 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.)

The following are a few examples of how time will be computed under this rule:

Example No. 1

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

Compensation-100 miles plus two hours switching at pro rata rates.

Example No. 2:

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 two hours switching at pro rata rates, such allowance being greater than one hour overtime at one and one-half time.

Example No. 3 :

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 two hours switching at pro rata rates, or 100 miles and 1 hour 20 minutes road overtime at three-sixteenths of the daily rate per hour, because the money value of the pro rata allowance and the money value of the road overtime at three-sixteenths of the daily rate are equal.

Example No. 4 :

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 two hours overtime at three-sixteenths of the daily rate per hour. In this case the money value of the road overtime at three-sixteenths of the daily rate exceeds the allowance of two hours switching at pro rata rates.

Initial Terminal Delay-Through Freight Service. (Amended by Arbitration Award 458, and PL 102-29).

(g) (1) Initial terminal delay shall be paid on a minute basis to engineers in through freight service after one (1) hour and fifteen (15) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

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

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

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

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

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

Rule 4

Short Turnaround Service

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

miles; (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first.in first.out rule or practice.

YARD SERVICE

Rule 15

Rates of Pay Per Day.

Weight on Drivers (Pounds) Engine Numbers Engineer		
Less than 140,000		\$16.89
140,000-200,000	10-I 1	17.32
200,000-250,000	20 to 28, 30 to 34, 40 to 45, 50 to 55, 60 to 62, 65 to 82, 536, 538, 539, 750, 800 to 806, 850 to 869	17.49
250,000-300,000		17.64
250,000-300,000	4-8-4's only 700, 701, 702	17.79
300,000-350,000		17.79
350,000-400,000		18.00
400,000-450,000		18.21
450,000-500,000		18.42
500,000-550,000		18.63
550,000-600,000		18.81
600,000-650,000		18.99
650,000-700,000		19.17
700,000-750,000		19.35
750,000-800,000		19.53
800,000-850,000		19.71
850,000-900,000		19.89
900,000-950,000		20.07
950,000-1,000,000		20.25

With 18c added for each additional 50,000 pounds or fraction thereof

MALLETS

Less than 275,000		\$18.46
275,000-400,000		18.69
400,000-450,000	900 to 905, 910, 911	18.94
450,000-500,000		19.19
500,000-550,000		19.44
550,000-600,000		19.69
600,000-650,000		19.94
650,000-700,000		20.19
700,000-750,000		20.44
750,000-800,000		20.69
800,000-850,000		20.94
850,000-900,000		21.19
900,000-950,000		21.44
950,000-1,000,000		21.69

With 25c added for each additional 50,000 pounds or fraction thereof .

Rule 16

Basic Day.

Eight hours or less shall constitute a days work. Basic Day

Rule 17

Overtime.

(a) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, all time worked in excess of eight hours continuous service in a 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.

(b) The following shall apply to extra men in Yard Service.

Overtime rate in yard service--Extra engineers.

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

In the application of this rule, the following shall govern:

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

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

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

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

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

(e) Except as modified by other provisions of this rule, an extra employee working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though

both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

(f) In cases where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

Rule 18
Assignments .

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

Rule 19
Starting Time.

(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 as to handling of transfer crews are not affected by this section.

(b) Where three eight-hour shifts are worked in continuous service, the time for the first shift to begin work will be between 6:30 A. M. and 8:00 A. M.; the second, 2:30 P. M. and 4:00 P. M., and the third, 10:30 P.M.. and 12:00 midnight.

(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 10:00 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).

Rule 20
Calculating Assignments and Meal Periods.

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

Rule 21
Point for Beginning and Ending Day

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

(b) Time of yard engineers required to report at roundhouse, will commence fifteen (15) minutes prior to the time for which engine is ordered and will continue until fifteen (15) minutes after engine is placed on designated track. That portion of this thirty (30) minutes not paid for as overtime will be paid as an arbitrary, at pro rata rate, in addition to all other payments for the day.

(c) Time of yard engineers required to report at the yard, will commence at the time required to report for duty and continue until the time engine is placed on the designated track, and they will be paid an arbitrary allowance of fifteen (15) minutes at the pro rita rate in addition to all other payments for the day.

Example No. 1:

Crew required to report for duty at 8:00 A. M., engine placed on designated track at 4:00 P. M., (crew changed in the yard at the beginning and ending of shift). Allowance: one day plus fifteen (15) minutes arbitrary allowance at pro rata rate.

Example No.2:

Crew required to report for duty at 8:00 A. M., engine placed on designated track at 4:15 P. M., (crew changed in the yard at the beginning and ending of shift). Allowance: One day, fifteen (15) minutes at the punitive rate, plus fifteen (15) minutes arbitrary allowance at the pro rata rate.

Rule 22

Meal Period.

(a) Yard crews will be allowed 20 minutes lunch between 4½ and 6 hours after starting work without deduction in pay.

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

Rule 23

Shop Yard Engine.

When shop yard engines are assigned (excluding locomotive cranes and wrecking derricks), they will operated by locomotive engineers and yard rates rules will apply.

Rule 24

Emergency Road Service.

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 said service.

GENERAL

Rule 25

Snow Plow Service.

Engineers assigned to snowplow service will be paid at freight rates for each calendar day held in readiness for use. While on duty in such service they will be paid for time or mileage made at freight rates.

Engineers on rotary snow plows will receive same rate as applies to locomotive handling same. Engineers to have preference.

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

Rule 26

Registering Arrival Times.

All engineers' arriving time will be taken from roundhouse register and not from conductors' register or train sheet, except when engines are taken by a hostler. In such case, conductors register or train sheet will govern.

Rule 27

Time to be Called.

(a) Engineer will be called as nearly as practicable one hour 30 minutes before they are required to go on duty; provided, that if for any reason engineers ask to be called more than one hour 30 minutes before going on duty they will not receive additional pay on that account.

Preparing Engines.

(b) Not to exceed thirty (30) minutes will be considered a reasonable time for road engine crews to prepare engines for trip; but crews will be expected to get engine on train as soon as possible after reporting for duty. .

Rule 28

Trains Abandoned

(a) Engineers called will, if train for which they are called is abandoned before the expiration of four (4) hours in freight service and two and one-half (2½) hours in passenger service, receive one-half day's pay and stand first out, but if train is not abandoned before the expiration of time stated above they will receive one day's pay and stand last out.

Holidays.

(b) Road assignments will not be annulled on the following holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (the day observed by the state or nation to be considered the holiday) for the purpose of avoiding payment on such days. It is understood, however, that should road assignments be not operated on such holidays because of interruptions to traffic due to conditions over which the carrier has no control, that in such cases compensation will not be allowed for service not performed on such holidays.

Rule 29

Assigned Runs Guarantee.

On all regular assigned runs, where time or mileage aggregates less than twenty-four days per month, engineers will be allowed pay at the rate of twenty-four days per month at schedule rate of pay.

Rule 30

Held for Special Service.

When engineers are held from their turn or train for special service on a run, they will be paid not less than they would have received had they remained on their regular run, and if held at a point to await the return of such train, they will be paid at the same rate while so held.

Rule 31

Attending Court.

Engineers on regular runs, including those assigned to pool, attending court on behalf 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, and expenses while away from home. All other engineer will receive \$15.39 and expenses while away from home.

Rule 32

Deadheading. (Amended by Arbitration Award 458).

Deadheading on Railroad's business on passenger trains will be paid, actual miles or hours, whichever greater, at 14.31 cents per mile for engineers and for deadheading on other trains at 15.34 cents per mile for engineers: provided, that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four (24) hours from time called to deadhead. Deadheading resulting from the exercise of seniority rights will not be paid for.

If a new run is put on and it is necessary to deadhead engineer to handle it, deadhead time will be paid, even though engineer took such run in the exercise of his /her seniority right. If a run is abandoned deadhead time will be paid back to home terminal, or to point of next service.

Rule 33

Conversion Rule.

(a) Engineers in through or irregular freight service required to pick up and/or set off a car or cars at three or more points, or, when the time actually consumed in picking up and/or setting off exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty will be paid local freight rates for the entire service performed.

The following shall not be considered picking up and/or setting off cars for the purpose of this rule:

- (1) Picking up or setting off cabins or caboose cars at initial or final terminal.
- (2) Picking up cars at first point or setting off cars at last point at which cars are picked up or set off respectively, within the initial or final terminal.
- (3) At foreign line junction points not exceeding four in number, when interchange cars only are picked up and/or set off.
- (4) Setting Out defective cars at any point.
- (5) Doubling hills.
- (6) Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to established engine ratings.

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

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

(c) In passenger or through or irregular freight service where commercial LCL freight and/or company material in excess of 2000 pounds is loaded or unloaded by the engine or train crew during the entire trip, engineers will be paid local freight rates.

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

Rule 34

Breaking in and Work on Engines.

(a) Engineers will be used to break in engines for road service after they have been turned out of shops and will be paid at schedule rates.

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

Rule 35

Hostling.

At mainline terminals, where hostlers are employed, their duty will be to see that fires are cleaned, and coal, water and sand put on all engines. At ends of runs where this work is done by engineers they will be paid for actual time consumed in doing the work at schedule rate; provided, that in no case, will less than thirty (30) minutes be allowed for this service. Engineers will receive their engines from hostlers on the roundhouse lead or other place designated by the Division Master Mechanic or Superintendent, and at the expiration of runs will deliver them on the roundhouse lead or other designated track. When it is necessary at points at which hostlers are employed for engineers to take coal and water at end of run on account of coal chutes and water tanks being located on main line, they will do so, and will be paid for the service as above.

Rule 36

Work Train Service.

(a) Engineers on work trains will be paid as per Rule 9 (a), except that while assigned to such service they are guaranteed eight hours pay for each working day, time to be computed in miles or hours, whichever exceeds, but not on a combination of the two, from the time the crew goes on duty until tied up, except as otherwise provided in paragraph (c) of this rule.

(b) 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, provided 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) 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, except when run through or from one through freight terminal to another through freight terminal, Rule 11 will apply.

(d) Engineers will be given right to handle contractors' work trains when such are employed in doing contract work for these railroads and will be given leave of absence to permit them to do so.

Rule 37

Messengering Engines.

The messengering of engines will be considered enginemen's work and any engineer or fireman may be used at option of Master Mechanic.

Rule 38

Tie-up & Rest.

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

(b) If the crews are not released, engineers and firemen will divide the time between them and will each be paid for the actual time he is in service caring for the engine at schedule rates.

(c) Crews shall not be tied up between terminals for the purpose of avoiding overtime. In case of delay due to wreck, washout or snow blockade they shall be paid 100 miles for the first eight hours so held in addition to time or miles made that day, and for each succeeding calendar day will be allowed not less than one hundred miles.

Hours of Service Law .

(d) Under the laws limiting the hours of duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time and not then, if handling conditions will permit, until after the expiration of twelve hours on duty under the Federal Law, or within two hours of the time limit provided by the State Law, if State Laws govern.

(e) If road crews are tied up in a less number of hours as per paragraph (d) of this rule, they shall not be regarded as having been tied up under the law, and will be paid for additional service as per paragraph (d) of this rule.

(f) 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.

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

(h) Engineers in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip they will be paid from tie-up point to terminal on the following basis: For fifty (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.

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

Rule 39

Time of Firemen.

Engineers are required to account for firemen's time with their own.

Rule 40

Promotion

(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 paragraph (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.

(b-1) Upon failure to pass or refusal to take examination, mechanical or transportation, a fireman will forfeit the right to promotion for six (6) months; at the end of which time he must take or refuse second examination. In case of failure or refusal on second examination, mechanical or transportation, his seniority rights will be arbitrarily reduced to one (1) year, and on each failure to pass succeeding examinations he will revert to the one (1) years seniority. However, he may use his original seniority date to retain a position on the extra list. If extra list will not provide sufficient jobs for all men who have failed or refused promotion to engineers on second examination, the senior such man will be required on the basis of his original seniority date to displace the junior firemen his junior holding a regular job until such time as the extra list will provide service for all men who have failed.

(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 junior fireman so used established, 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 railroad 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 afterward be heard.

(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 railroads 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 notice of seniority rank, as per paragraph (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 engineers 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 reemployed 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 requirement of paragraph (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, provided he (or they) are eligible and qualified 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 paragraphs (c), (i) and (j) of this rule. 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.

(l) 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 to 4000 miles per month; in assigned, pooled or chain-gang freight, or other service paying freight rates are averaging the equivalent of 3200 miles per month, 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.

(m) 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.

(n) 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, earn the equivalent of 4800 miles per month; in assigned, pooled, chain-gang or other regular service paying

freight rates, the equivalent of 3800 miles per month, or an extra service equivalent to 3000 miles per month.

(o) 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 4000 and 4800 miles for passenger and 3200 and 3800 miles for other regular service, as provided therein. If, in any service, additional assignments would reduce earnings below these limits, regulation will be effected by requiring regular assigned men or man to lay off when the equivalent of 4800 miles in passenger or 3800 miles in other regular service has been reached.

(p) 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 addition.

Rule 41

Vacancies. (Amended by A-700 Rules.)

(a) All new runs and vacancies of ten or more days' duration will be bulletined. The senior engineer making application therefore in writing will be assigned thereto, unless such engineer withdraws his application prior to expiration of bulletin. Such withdrawal may be made by telephone confirmed in writing

The Engineers Committee and the Master Mechanic may, by mutual agreement waive the issuance of bulletins for a portion of new runs or vacancies.

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

Where a run is bulletined and no bids are received, the oldest demoted engineer who cannot hold position on extra board will be assigned. Man so assigned to have same rights as though he had bid in the run.

(b) Failure to apply for an advertised run will be considered a declination of such run. It is understood that any man accepting a run after an older man has declined it, shall not hold such run if it becomes his turn to be reduced to other service on account of reduction in force.

(c) Vacancies of less than ten days will be considered as temporary. Such positions in passenger service will be filled by the oldest available engineer for a period of ten days.

(d) It is understood that when an engineer holding a regular run, lays off for ten days or over, such run will be considered temporarily vacant. An engineer accepting such run will hold same until return of the regular engineer.

(e) ,When a run is affected by either the starting time being advanced or set back two hours, or more, at either terminal, point of layover is changed, or there is a change of 400 or more miles per month, such run will be considered vacant. An engineer holding such run shall be entitled to take any run on his seniority district held by a junior engineer; except, that if he has held such run less than sixty (60) days, such engineer will return to his former run, unless a new run or vacancy has been created which he prefers.

An engineer losing his assignment by reason of its being discontinued may, if he has held such assignment sixty (60) days or more, displace any junior engineer on his seniority district. If he has held such assignment less than sixty (60) days, he will return to his former assignment, unless a new run or vacancy has been bulletined which he prefers.

(f) An engineer catching a temporary vacancy on freight in his turn will hold same for ten days, provided the regular engineer does not return to work sooner. At the expiration of ten days, the run will be taken by the oldest engineer who applies for it.

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

Rule 42

Division Rights.

(a) Engineers senior in service will have preference to runs on their respective division. Preference runs are understood to include passenger trains, mixed trains, way-freight trains, regular freight trains, work trains, snow service, regular transfer switch and regular helper service.

On passenger trains, engineers may run over one or more districts.

First-In

First-Out

(b) Engineers on freight trains will, as far as practicable, run first in first out on their respective districts, except on districts where other arrangements are agreed upon by Engineers Committee and the Division Master Mechanic or Superintendent. An agreement so made will not be changed except in similar manner.

(c) Master Mechanic may assign to switch service engineers who are physically or otherwise unable to perform road service, or in cases where members of their families are ill; but such engineers must return to road service when called on.

Transfer of Engineers

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

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

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

(g) When men are transferred at their own request, they will be given six months in which to determine whether to retain rights on original division or districts, or acquire rights on division to which they are transferred. Such requests and decisions to be made in writing.

(h) When engineers are transferred at the Railroad's request, the youngest man available will be chosen unless older men wish to go. When a vacancy occurs on a run on any district on the division where the engineers hold rights, the oldest man on the division will have the right to be transferred back to such district.

(i) When regular switch engines and yard crews are used, there shall be a switch engineer assigned. When road men are temporarily assigned to yard service, the youngest available man will be used.

Rule 43

New Lines.

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

Rule 44

Leave of Absence.

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

Sick Leave

(b) Engineers who are out of service longer than six months through sickness or injury or under leave granted by Master Mechanic and the Engineers' Committee will not lose their rights under this article.

Rule 45

Investigations and Discipline.

(a) Engineers will not be suspended or discharged without cause, and will not be held out of service (except in extreme cases) until after investigation, at which they may be represented by an employee of their choosing. If found guiltless, they will be paid for any time lost at schedule rates for the class of engine on which they were serving at the time of suspension or discharge.

Reinstatements.

(b) Engineers who are discharged and are returned to duty will hold former rights, provided they are reinstated within six months, unless their cases are pending in the hands of the Adjustment Committee. Cases will not be considered as pending when decisions on same have been rendered by the General Manager, unless reopened by same authority.

Rule 46

Runarounds

When available engineers are run around for their own convenience or at their own request, they will not be paid for the time lost. When not sent out in turn they will be paid one hundred miles for being run around and stand first out.

Rule 47

Extra List

At terminals where engineers are assigned to service known as "Extra List." the number so assigned shall be kept down to a point where the men will not make less than 21 days per month.

Rule 48

Extra Passenger Work

In cases where the extra passenger running out of any terminal averages 2600 miles per month for a period of sixty days, the oldest engineer will have the right to claim such running as a preference job. If such running falls below 2600 miles per month for a period of thirty days. it will be given to the oldest available engineer in regular freight service on the division.

Rule 49

Official Positions.

Engineers in the railroad's service and who accept official positions therein, or who shall be employed by the Brotherhood of Locomotive Engineers shall retain

their rights on the engineers' list. Engineers will be granted a leave of absence to serve on committees.

Rule 50

Seniority List.

Seniority lists of engineers will be kept in the records of the Company and will be checked and corrected from time to time by the Company's Officers and Engineers' committee.

Rule 51

Number of Men to Be Employed.

No more men will be employed in the service than are necessary to move the traffic with promptness and dispatch. The number constituting a surplus shall be determined by the Division Master Mechanic and Committee of Engineers. Business not to be delayed to get the conference referred to. Prompt action will be taken and adjustments made afterwards.

Rule 52

Service Letters.

Clearance or service letters will be promptly furnished to all engineers leaving service.

Rule 53

Breakage or Lost Tools

(a) Engineers will not be required to pay fines on account of breakages or lost tools, but must see that engine is properly equipped before leaving terminals.

Cab Conditions

(b) All mountings in cabs shall be kept packed, headlights cleaned at all main line terminals, and during cold weather, all engines will be equipped with frost glasses in front windows of cabs, side curtains and back boards, and all other openings around running board and reverse levers in cabs will be kept closed.

Rule 54

Time Limit on Claims.

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

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

(c) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievances shall be final and binding unless within 90 days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred, unless within six months from date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case, extend the six months period herein referred to.

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

Rule 55

Annual Passes.

(a) Engineers who have been in the service over one year will be furnished with annual passes good on system, and their families will be furnished with a reasonable number of trip passes. After five years in the service their families will be furnished with annual passes good on the system.

Household Goods.

(b) When a change of districts or runs requires engineers to change their residence, they will be furnished with free transportation for their families and household goods.

Rule 56

Booking Rest.

Engineers will, when practicable, be given opportunity for proper rest. They shall specify the amount of rest they require on register where their arrival is registered.

Rule 57**Meal Period.**

Engineers will, when practicable, be allowed to eat as nearly as possible at the expiration of every six hours, provided they notify the train dispatcher, and if they do not absent themselves from their engines over 30 minutes they will receive continuous time. Passenger and fast freight trains not to be delayed.

Rule 58**Inspection of Engines .**

Engineers will make such inspection of their engines and such reports of work required as may be called for from time to time by proper authority. At places where engines are pooled, engineers running pooled engines will not be required to make pit inspections of their engines. Engines will be considered in the pool when assigned to more than one engine crew. At roundhouses where inspectors are employed, engineers having regular engines will not be required to make pit inspection. This will not relieve engineers from reporting defects of which they know. (See Appendix "0")

Rule 59**Schedules**

Engineers will be furnished with copies of this schedule.

Rule 60**Efficiency Tests.**

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

Rule 61**Military Service**

All engineers entering the Armed forces of the United States or its Allies, in time of war, will be granted leave of absence and will be governed by the Universal Military Training and Service Act.

Rule 62**Required to Make Short Trips**

Engineers required to make short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for 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.

Rule 63

Side or Lapback Trip

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.)

Rule 64

Doubling Hills.

Actual mileage will be allowed for doubling hills.

Rule 65

Interpretation.

It is agreed between the management and the engineers' committee that the interpretations contained in Interpretation No. 1 to Supplement No. 24 to General Order No. 27 will apply to Supplement No. 24 rules embodied in this schedule.

Rule 66

Representation.

(a) It is understood and agreed that the General Committee of Adjustment of the Brotherhood of Locomotive Engineers will represent all engineers in making contracts, rules and working conditions and the interpretation thereof.

(b) The right of any engineer to have the regularly constituted committee of his organization represent him in the handling of his grievance under the recognized interpretations placed upon the schedule involved by the officials of the Company and the General Committee making the same is conceded.

Conference Between Railroad's Officers and Committee.

(c) In case a meeting or conference is desired between the General Officers of the Railway and Committee of Engineers, a written notice stating the nature of the matters to be considered will be forwarded to the General Manager thirty days before conference is desired, who will fix a date and time at which the same may be held.

(d) Should any disagreement or misunderstanding arise as to the construction and meaning of these rules, the matter shall be decided by a conference between the General Manager and Engineers' Committee.

Signed at Portland, Oregon, this 27th day of May, 1955

*FOR SPOKANE, PORTLAND AND SEATTLE
RAILWAY COMPANY
OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
E. H. SHOWALTER, General Manager.
FOR BROTHERHOOD OF LOCOMOTIVE ENGINEERS:
C. J. COUGH LIN, Chairman, General Committee of Adjustment.*

Approved:

A. F. KUMMER, Assistant Grand Chief Engineer.

APPENDIX A

Spokane, Portland and Seattle Railway Company
Office of General Manager
Portland, Oregon
September 14, 1937

MR. G. W. BURBANK,
Assistant Grand Chief Engineer,
Brotherhood of Locomotive Engineers,
Portland, Oregon.

Dear Sir:

Referring to conference held on September 13 and 14, 1939, in connection with claims of S. P. and S. and Oregon Trunk engineers for payment for time lost on account of assignments being discontinued on certain holidays and restored the following day. At this conference there were present representing the Engineers ourselves and Mr. B. N. Anderson, General Chairman. Messrs, Rankine and Byrnes represented the S. P. and S. and Oregon Trunk Railway Companies.

The following disposition of claims pertaining to yard and transfer assignments is agreed to:

In bulletining yard and transfer assignments in Portland and Vancouver yards under the provisions of Article XXII, Rule 18 (k) (present Rule 42 (i)), of the Spokane, Portland and Seattle Railway and Oregon Trunk Railway schedule governing pay of locomotive engineers, firemen, hostlers and hostler helpers, assignments in yard and transfer service may be made which will exclude one or more of the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, provided that when any of these holidays fall on Sunday the day observed by the state or nation shall be considered the holiday. (The assignment notice will specify the holidays excluded in the assignment.)

In bulletining yard assignments on the Spokane, Portland and Seattle Railway and Oregon Trunk Railway at points other than Portland and Vancouver under the provisions of Article XXII, Rule 18 (k) (present Rule 42 (i)), above mentioned, assignments in yard service may be made which will exclude 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 or nation shall be considered the holiday. (The assignment notice will specify the holidays excluded in the assignment.)

Engineers on such assignments who do not perform service on such holidays will not be paid any compensation because of no working on such holidays. Engineers on such assignments will no be permitted to exercise their seniority because of such assignment not working on one or more of the holidays herein specified.

When a yard or transfer assignment herein mentioned is worked on a holiday herein specified, it will be manned by the regular assigned engineer on such assignment. Engineer to be used under such conditions will be notified before the expiration of the previous days work to hold himself in readiness for service on such holiday. An engineer so held for service and who is 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. Should it not be known prior to the close of shift the previous day that the assignment will be worked on one of the holidays herein specified, as much advance notice as possible will be given to the regular engineer and such engineer if available will have preference to service on such assignment.

Notices will be posted covering yard and transfer assignments now in effect that the assignment does not include the holidays above specified. The posting of such notice, however, will not permit engineers on such assignments to exercise their seniority.

This agreement shall become effective September 15, 1939, and will continue in effect until thirty (30) days notice shall have been given by either party asking for a change. Conference to consider such change will be held as soon as possible after the expiration of such notice.

It is agreed that all claims from yard and transfer engineers because of discontinuance heretofore of yard and transfer assignments on holidays are hereby withdrawn.

Yours very truly,
(Signed) W. C. SLOAN,
General Manager.

Agreed to:
(Signed) G. W. BURBANK,
Assistant Grand Chief Engineer,
Brotherhood of Locomotive Engineer.
(Signed) B. N. ANDERSON,
General Chairman,
Brotherhood of Locomotive Engineers.

APPENDIX B

MEMORANDUM OF AGREEMENT
Between the Spokane, Portland and Seattle Railway Company System Lines
and
Order of Railroad Telegraphers,
Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen and Enginemen
Order of Railway Conductors
Brotherhood of Railroad Trainmen

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

(2) Emergencies as herein defined shall include conditions resulting from causes such as casualties or accidents, engines or equipment failures, wrecks, broken rails, obstructions to tracks, washouts, tornadoes, storms, high water, and slides, or unusual delays due to hot boxes or break-in-two that could not have been anticipated by the dispatcher before train departed from last previous train order office which would result in serious delay to train.

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

(b) When a train has been delayed by non-arrival of another train at meeting or passing point for thirty (30) minutes or more, train dispatcher will be contacted and if an emergency exists as defined in paragraph (2) hereof, train orders may be copied for the movement of the delayed trains.

(4) Under this agreement it is permissible for train and enginemen to obtain necessary authority to pass automatic block or interlocking signal in stop position, it is also permissible at a junction point where a telegrapher is not now employed for train and enginemen on branch line trains to obtain a check of trains, direct from the train dispatcher for such trains as are due to arrive at such junction point after branch line train has departed from the last train order office before arrival at junction and under such circumstances train orders may be copied covering movement from such junction.

This agreement shall become effective February 20, 1942.

Portland, Oregon, February 12, 1942.

SPOKANE, PORTLAND AND SEATTLE RAILWAY
COMPANY SYSTEM LINES

(Signed) M. C. LaBERTEW, (Signed) F. P. ALLEN,
Vice President and General manager General Chairman, ORC

(Signed) P. F. REIDY, (Signed) B. N. ANDERSON,
General Chairman, BRT General Chairman, BLE

(Signed) DON A. MILLER,
General Chairman, BLF&E

APPENDIX C

2538-1255

Portland, Oregon
May 14, 1943

MR. B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive Engineers
5735 N. Detroit Avenue
Portland, Oregon

MR. DON A. MILLER, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
216W. 40th Street
Vancouver, Washington

Gentlemen:

With reference to your letter of April 12, 1943, concerning regular assignment of engine crews to trains 275 and 276 between Wishram and Pasco, which matter was discussed in conference yesterday and the following arrangement was agreed to.

To restore two assigned engine crews to 275 and 276 between Wishram and Pasco and these crews to protect No. 276 from Wishram and any section of train 275, whether handling Northern Pacific or Great Northern connections, that is called to leave Pasco after this crew had had their legal rest and after the departing time table schedule of No. 275 (12:01 A. M.), or in other words, if the engine crew arriving at Pasco on No. 276 has had their legal rest, the first section of No. 275s connection that is called to go on duty after 12:01 A. M., the regular crew must be used and other sections of No. 275 which are run in advance of No. 275's time table schedule, are to be handled as at present with pool crews. The regular crew has the preference to the first section operated after 12:01 AM. and after that crew has had their legal required rest.

Please acknowledge receipt of this letter.

Yours truly,
(Signed) B. H. SHOWALTER,
Superintendent.

APPENDIX D
MEMORANDUM OF AGREEMENT

Memorandum of Agreement by and between The Spokane, Portland and Seattle Railway Company and its employer, as represented by employee Representatives, signatory hereto, acting for and/or in behalf of such employer, relative to the following arrangement for the Spokane, Portland and Seattle Railway Company employer and the Northern Pacific Terminal Company employer to perform service for their respective companies in the territory between Wilson Street and up to, but not, except as otherwise hereinafter provided, beyond Kittridge Avenue, Portland, Oregon.

It is understood and agreed that:

(A) There is attached hereto and made a part hereof, as Exhibit A, a Spokane, Portland and Seattle Railway Company Engineer's map to hereinafter locate and describe Kittridge Avenue and Wilson Street, Portland, Oregon.

(B) That henceforth a dividing line will be drawn from the point where the two (2) Main Line Tracks cross Northern Pacific Engineers Station 7455 plus 60 (Kittridge Avenue), paralleling the said Kittridge Avenue and extending on through to Willamette River, and that all of the industries now existing, and any new industries that may be established later, eastward (by time-table direction) and westward (by compass direction) of said line, shall, except as otherwise hereinafter provided, be served by Spokane, Portland and Seattle Railway Company employees.

(C) That Spokane, Portland and Seattle Railway Company employer shall hereafter handle the business of the Spokane, Portland and Seattle Railway Company (which at present includes the Great Northern Railway Company) and the plants of the Gunderson Brothers Engineering Corporation, Kern & Kibble Company and Oregon Electric Steel Rolling Mills; except that hereafter Northern Pacific Terminal Company employer may handle business which at present includes business of the Northern Pacific, Southern Pacific and Union Pacific Railroad Companies in these same three (3) industries.

(D) That all of the industries now located on the river side of the Main Line Tracks between Northern Pacific Engineer's Station 7584 plus 68.8 H. B. SP&S-NPT Crossover (Wilson Street) and the dividing line at Station 7455 plus 60 (Kittridge Avenue) as described in Paragraph (A) hereof, that are now served by the aforesaid employees of the Spokane, Portland and Seattle Railway Company, or the employees of the Northern Pacific Terminal Company, as the case may be, shall continue to be served by the aforesaid employees of the Company that is performing the service as of the date of this agreement, and such employees shall have a continuing right to perform the service in such industries. The employees of the Spokane, Portland and Seattle Railway Company and the Northern Pacific Terminal Company may perform the business of their respective companies in any new industries established on the River side of the Main Line Tracks between Station 7584 plus 68.8 (Wilson Street) and the dividing line at Station 7455 plus 60 (Kittridge Avenue).

This Memorandum of Agreement shall become effective March 25, 1945, and shall remain in effect until either party desiring to change same shall have given to the other party thirty (30) day's notice in writing of such desire, or this Memorandum Agreement may be cancelled or changed at any time by mutual agreement between the signatory parties.

FOR THE SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY
(Signed) T. F. DIXON,
Vice President and General Manager.

FOR THE EMPLOYEES: (Signed) H. M. BARNEY, (Signed) G. D. HOUSER,
(Signed) E. HOLLISTER, Vice President-O. R. C., Deputy President-B. of R. T.
,Acting Asst. Grand Chief also representing B. of L. F. & E
Engineer-B. of L. E.

(Signed) B. N. ANDERSON, (Signed) C. T. FREEMAN, (Signed) A. BERGH,
General Chairman-B. of L. E General Chairman-B. of L. F. & E .General Chairman--O. R. C.

(Signed) B. E. KENNELLY,
General Chairman-B. of R. T.

APPENDIX E

Portland, Oregon
August 23, 1945

File; 6417.a

MR. B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive Engineers
Portland, Oregon

MR. C. T. FREEMAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
Vancouver, Washington

Gentlemen:

Referring to our previous discussions with respect to messengering of engines under steam:
It is proposed that an engineer and fireman will be used to messenger engines in tow and under
steam between terminals, except that any movement exclusively in territory and in either
direction between Vancouver and Portland may be handled with either an engineer or fireman
and does not require the use of a full crew.

This letter is being written in triplicate and would request that you note your approval and
acceptance thereon, returning the original to me. When so acknowledged, instructions will be
issued to all concerned that the messengering of engines under steam will be handled as
outlined herein.

Very truly yours,
(Signed) T. F. DIXON,
Vice President and General Manager.

Accepted & Approved:
(Signed) B. N. ANDERSON,
Brotherhood of Locomotive Engineers

(Signed) C. T. FREEMAN,
Brotherhood of Locomotive Firemen & Enginemen

APPENDIX F

Portland, Oregon
March 2, 1946

File: 1050

MR. B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive Engineers
Portland 11, Oregon
MR. A. BERGH, General Chairman,
Order of Railway Conductors
Portland 12, Oregon
MR. B. E. KENNELLY, General Chairman,
Brotherhood of Railroad Trainmen
Portland 5, Oregon
MR. C. T. FREEMAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
Vancouver, Washington

Gentlemen:

Referring to conference held February 28, 1946, in connection with Train No. 361 performing service between Vernonia and Keasey:

It was understood in conference that Train 361 is now assigned to operate from Vernonia to Keasey and return when necessary. You expressed no objection to continuing the assignment on this basis, provided suitable arrangements could be made as to compensation for the trip.

It was proposed, that in order to dispose of this particular situation, and without prejudice to application of schedule rules to a different set of facts, that the engine and train crews be allowed 16 miles (actual miles Vernonia to Keasey and return) as an arbitrary in addition to all other payments for the trip, on dates train No. 361 is required to perform service between Vernonia and Keasey. Under this arrangement crews would be paid for switching at Vernonia, in addition to all service performed (including the trip to Keasey) provided train 361 arrived at Vernonia before being on duty 8 hours. If crew arrives at Vernonia after eight hours on duty, then overtime would accrue for switching and trip to Keasey. What is intended is to continue payment as at present, plus an arbitrary of 16 miles.

I am agreeable to allowing an arbitrary of 16 miles each day train 361 makes a trip to Keasey and that crews be compensated for the trip in the foregoing manner, with the understanding that such arrangement shall become effective March 1, 1946, and there will be no claims of any nature by reason of this service having been performed by train 361 prior to that date.

If such an agreement is acceptable, it will be further understood that this letter agreement will terminate thirty (30) days after written notice has been served by either party to the other expressing a desire to terminate it.

Please advise if the conditions as herein outlined are acceptable.

Very truly yours,
(Signed) T. F. DIXON,
Vice President & General Manager.

APPENDIX G

Portland, Oregon
August 3, 1946

Mr. B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive Engineers
Portland 11, Oregon

MR. A. BERGH, General Chairman,
Order of Railway Conductors
Portland 12, Oregon

MR. C. T. FREEMAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
Portland 11, Oregon

Ma. B. B. KENNELLY, General Chairman,
Brotherhood of Railroad Trainmen
Portland, Oregon

Gentlemen:

Referring to my letter of July 20, 1946, and previous correspondence in connection with Willbridge Traveling Switch Engine crew switching industry tracks between the Lutz Marble Works and the connection at Willbridge:

After discussing this matter in conference August 2nd, it was understood that any cars that necessarily have to be handled on the old United Railways track that SP&S crews will shove them into clear on United Railways track to be picked up by the Oregon Electric Yard crew. Likewise, when any cars are to be delivered from the old United Railways track to the SP&S, they will be placed into clear on the United Railways track to be picked up by SP&S crews.

This arrangement is now made possible for the reason that the Oregon Electric crew is now using diesel instead of electric power which permits switching all industry tracks.

Will you kindly acknowledge your receipt and acceptance of the above understanding.

Very truly yours,
(Signed) T. F. DIXON,
Vice President & General Mgr.

APPENDIX H

Spokane, Portland and Seattle Railway Company
Executive Department
Portland, Oregon

September 22, 1947

MR. B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive Engineers
5735 N. Detroit Avenue
Portland 11, Oregon
MR. B. J. CALLAHAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
1036 N. W. 19th Avenue
Portland, Oregon

Gentlemen:

Again referring to your letter of May 20th, 1947, in connection with engineers and firemen who lay off for an indefinite period being required to report for work not later than ten (10) hours prior to the starting time of their run or assignment:

During our various conferences we reached the following understanding:

"Engineers, Firemen, Hostlers and Hostler Helpers on regular assignments (except pool and other unassigned service),, who lay off for any reason, will be required to report available for duty at least ten (10) hours prior to the on duty time of their assignment.

"Employees in pool and other unassigned service, will be required to report ten (10) hours in advance of 12 midnight and be available for duty at 12:01 am.

"It is understood that employees laying off for a definite period, not to exceed two (2) days or two (2) round trips, will not be required to report in accordance with this rule, but, will automatically protect their assignments after lay-off period.

It was also understood that on runs having long lay-over periods that the employee laying off should give as much advance information as possible prior to the ten-hour period in order that the relief employee will have an opportunity to place himself.

If this understanding meets with your approval, it will become effective November 1, 1947, and will terminate thirty (30) days after either party has advised the other party in writing of their desire to cancel it.

This letter is being written in duplicate, and if the arrangement as outlined is satisfactory, please note your acceptance on the original, retaining duplicates for your files.

Very truly yours,
(Signed) F. B. STANTON,
Vice President and General Manager

Accepted:
(Signed) B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive Engineers
(Signed) B. J. CALLAHAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen

APPENDIX I
Portland, Oregon
December 19.1947

File: 2538-75

MR. B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive Engineers
S735 N. Detroit Avenue
Portland 11, Oregon

MR. B. J. CALLAHAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
1036 N. W. 19th Avenue
Portland, Oregon

Gentlemen:

Reference is made to my letter December 15, 1947, in connection with holding conference to discuss assignment of engine crews, on Trains 310 and 311 on the Oregon Trunk.

This matter was discussed in formal conference 3:00 p.m. December 15, 1947, at which time you were advised that the Great Northern had changed the arrival time of their train entering Vancouver from the north, effective December 15, 1947, to the extent that it would arrive approximately five hours later than under the former schedule. This makes it necessary to set departure of Train 310 back approximately five hours in order to make the connection, and under these circumstances assignment as covered by our agreement November 7, 1946, will not work out satisfactory.

It was, therefore, agreed in conference December 15th that effective December 16th the present assignment, consisting of three engine crews for Trains 310 and 311 between Wishram and Bend, would continue in effect, based on No. 310's later departure from Wishram at 3 a.m., December 16, or later instead of the present scheduled leaving time of 11: 30 p.m. and that such engine crews so

APPENDIX J

MEMORANDUM OF AGREEMENT
between
Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen and Enginemen
and
Spokane, Portland and Seattle Railway Company

The Organizations signatory hereto have requested that a workable understanding be reached with the Carrier in the matter regulating mileage for Engineers and Firemen, in applying the provisions contained in Article XXII, Rule 16 (o) of schedule effective January 1, 1945, said rule 16 (o) reading as follows: (Present Rule 40 (o).)

"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 therein. If, in any service, additional assignments would reduce earnings below these limits, regulation will be effected by requiring regular assigned men or man to lay off when the equivalent of 4,800 miles in passenger or 3,800 miles in other regular service has been reached."

In connection with the above request it is agreed that:

1. *Register Mileage*-All engineers and firemen in Passenger, Freight, Yard and Extra service shall register their total mileage, beginning with each checking period, on Roundhouse register at the end of each trip; and when tying up on the line where register is not available ,the Engineer and Fireman will wire Mechanical Superintendent, giving total mileage upon completion each day's work.

2. *Failing to Register Mileage*-Engineers and Firemen failing to register their total correct mileage at the end of each trip will not be considered available for service until they have registered such mileage. This shall not in any manner operate to penalize the Railway Company.

3. *Maximum Mileage*-When relief men are available, Engineers and Firemen shall be relieved upon earning the equivalent maximum mileage as herein indicated during any checking period

(a) Passenger Service 4,800 miles

(b) Freight Service 3,800 miles

(c) Combination and Extra Service 3,800 miles

(d) Yard Service 5,800 miles.

(NOTE: In the computation of mileage, 100 passenger miles will be the equivalent of 80 freight miles; 100 freight miles will be the equivalent of 120 passenger miles. Extra engineers and firemen will carry mileage on freight basis.)

4. *Carry Over Mileage*-An Engineer or Fireman who exceeds mileage provided in Item 3 during any checking period will add the excess miles to the first trip registered in the following checking period.

This will not apply if there are no extra engineers or firemen available to furnish relief.

5. *Deadheading*-Deadhead time will not be allowed to Engineers or Firemen who are deadheaded to outlying points to relieve Engineers or Firemen who have made the mileage provided in this agreement during checking periods.

6. *Checking or Register Periods*-When necessary, Engineers and Firemen may be required to register mileage during checking periods other than the regular monthly period. As an example, enginemen on any District may be separated into groups by runs or otherwise so as to provide checking periods beginning on the 1st, 10th and 20th of the month, etc. This is necessary in

order to distribute relief during the entire month, as sufficient relief men cannot be made available for relief of all enginemen involved at the end of each month.

This agreement shall in no manner require additional payment or expense by the Railway Company, by reason of operation of any of the provisions thereof.

This agreement shall become effective July 1, 1949, and will terminate at any time upon ten (10) days written notice by either party of the desire to so terminate it.

Signed at Portland, Oregon, May 20th, 1949.

For: BROTHERHOOD OF LOCOMOTIVE ENGINEERS

(Signed) B. N. ANDERSON,
General Chairman

For: BROTHERHOOD of LOCOMOTIVE FIREMEN AND ENGINEMEN

(Signed) B. J. CALLAHAN,
General Chairman

FOR: SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

(Signed) E. B. STANTON,
Vice President & General Mgr.

APPENDIX K

Portland, Oregon
October 2, 1950

File: 2538.77, 2495-a

MR. C. J. COUGHLIN, General Chairman,
Brotherhood of Locomotive Engineers
3801 N. E. 74th Avenue
Portland 13, Oregon
Ma. B. J. CALLAHAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
1036 N. W. 19th Avenue
Portland, Oregon

Gentlemen:

During conference today we discussed the matter of suspending provisions or regulation of mileage agreement for enginemen signed May 20, 1949, also letters of understanding dated May 20, 1949, and January 11, 1950, this being in accord with your request dated September 7, 1950.

We agreed that the aforesaid Memorandum of Agreement and supporting letters referred to shall be temporarily suspended by reason of the current manpower shortage, effective October 1, 1950, and no relief will be made during the current month or thereafter unless and until we mutually agree upon a date when the provisions of the Memorandum of Agreement and letters of understanding may again be placed in effect provided, of course, that the Memorandum of Agreement is not canceled in the meantime in accordance with provisions thereof.

Effective October 1, 1950, it will not be necessary that engine men register their mileage unless they desire to do so. The monthly report furnished by Mr. L. W. Albertson listing enginemen who exceeded 3800 miles during each month is likewise terminated.

Will you please acknowledge receipt.

Very truly yours,
(Signed) F. B. STANTON,
Vice President and General Manager

APPENDIX L

MEMORANDUM OF AGREEMENT
Spokane, Portland and Seattle Railway Company System Lines
and
Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen and Enginemen
Order of Railway Conductors
Brotherhood of Railroad Trainmen

Regarding the Performance of Miscellaneous Work Train, Wreck Train, Snow Plow or Special Service by Yard Crews.

The SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, and its employees in yard service as represented by the BROTHERHOOD of LOCOMOTIVE ENGINEERS, BROTHERHOOD of LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, AND BROTHERHOOD OF RAILROAD TRAINMEN, do hereby agree as follows:

(1) When yard crews, including Enginemen and Yardmen (except Yardmen at Vancouver and Portland who are covered by Schedule for Yardmen) are required to perform work train, wreck train, snow plow or special service as outlined in Paragraph (2) of this agreement, and such service is incidental to their yard day, crews will be paid for such service on the basis of actual time consumed therein, with a minimum of one (1) hour at pro rata yard rate for the day, except when the actual time consumed in the performance of these services aggregates four (4) hours or more, a work train day at pro rata rates shall be allowed, these allowances to be in addition to all other allowances, and with no reduction from total time spread on account of performance of such service, and without claim from other employees:

(2) Work train, wreck train, snow plow or special service referred to in Paragraph (1) consists of the following:

(a) Loading or unloading company ice (when handled by Enginemen or Yardman), company ties in process of being loaded or unloaded, material or supplies for company contractor.

(b) Loading or unloading ballast (crushed rock, cinders, gravel, fines, etc), also dirt.

(c) Dozing and Flanging.

(d) Wreck train service (does not apply where wrecking derrick is being used to adjust loads or when loads are adjusted without use of wrecking derrick).

(e) Snow plow service.

(f) Fill water barrels (except to give water to section house or extra gangs).

(g) Fill water cars or water tanks.

It is further agreed that Enginemen in Yard and Transfer Service may be used to perform service outlined in Paragraph (2) in territory between Vancouver and the East Yard Board at Willbridge.

This agreement shall become effective November 1, 1949, and continue in effect until thirty (30) days after written notice shall have been given by either party signatory hereto, of a desire to cancel or amend it.

Any unpaid claims subsequent to September 7, 1948 (this being date of first unpaid claim recorded) will be settled on the basis of this agreement. Check will be made so as to include payment to Enginemen and Yardmen on dates of claims.

Signed at Portland, Oregon this 4th day of November, 1949.

For: SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY
(Signed) E. B. STANTON,
Vice President and General Manager

For: THE EMPLOYEES
(Signed) B. N. ANDERSON, General Chairman,
Brotherhood of Locomotive engineers
(Signed) B. J. CALLAHAN,
Brotherhood of Locomotive Firemen & Enginemen
(Signed) F. P. ALLEN, General Chairman,
Order of Railway Conductors
(Signed) B. E. KENNELLY, General Chairman,
Brotherhood of Railroad Trainmen

APPENDIX M

Portland, Oregon
July 17, 1951

File: 1667-b

MR. C. J. COUGHLIN, General Chairman,
Brotherhood of Locomotive Engineers
3801 N. E. 74th Street
Portland 13, Oregon
MR. B. J. CALLAHAN, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
1807 N. 'CC'. Lovejoy Street
Portland, Oregon

Gentlemen:

Reference is made to previous correspondence involving the Sweet Home-Lebanon Turn Around freight assignment.

During our conferences May 29 and 31, 1951, you stated the principal objection of employees, with respect to establishing service with home terminal at Lebanon as outlined in my letter May 29, 1951, was that many employees own their homes at Sweet Home.

During our conferences, you were advised in 1942 there were only three points to switch between Sweet Home and Lebanon and these points and industry tracks have now increased to seventeen. There undoubtedly will be a further increase in the number of points to be serviced and the time for switching the various industry tracks will vary in accord with industry operations. After further consideration of the matter, you were advised in conference July 11, 1951, the Management has decided upon the following action in order to take care of this particular operation:

Abolish present assignment Sweet Home-Lebanon Turn effective August 1, 1951. Effective August 1, 1951, assignment designated as Sweet Home Lebanon Traveling Switch Engine, working daily except Sunday, will be established.

Automatic release Article VII (f) (present Rule II) will not apply at Lebanon but under this particular assignment will apply at Sweet home. Yard starting time rules shall not apply.

This is a road assignment and road rules and allowances as now paid crews on the Willbridge Tramps will apply, however, yard instead of road rates will be allowed.

Under this assignment, road crews may continue to pick up, set out, or perform switching in territory Sweet Home to Lebanon without penalty by reason of, this assignment.

During our conference July 11, 1951, you stated there was no objection to making the assignment of Sweet Home-Lebanon Traveling Switch Engine under conditions outlined above.

Please let me have your confirmation in order that assignment may be bulletined and established effective August 1, 1951.

Very truly yours,
(Signed) E. B. STANTON,
Vice President and General Manager

APPENDIX N

MEMORANDUM OF AGREEMENT

between
Spokane, Portland and Seattle Railway Company
Oregon Trunk Railway
Oregon Electric Railway Company
and
Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen and Enginemen

Pursuant to Agreements signed at Washington, D. C., May 23, 1952, disposing of certain proposals served by the Brotherhood of Locomotive Engineers on or about January 6, 1950, and November 5, 1950; also, proposals served by the Brotherhood of Locomotive Firemen and Enginemen on or about November 1, 1949, and proposals made by the Spokane, Portland and Seattle Railway Company on or about the same dates, it is further agreed as follows:

A Memorandum of Agreement signed by the parties June 19, 1952, disposed of provisions of the Washington, D. C. Agreements, except for the following articles thereof:

interdivisional Service, etc	Article 4
Switching Service for New Industries	Article 6
Changing Switching Limits	Article 7
Reporting for Duty	Article 8

More Than One Class of Road Service (Article 5) to be disposed of later by national arbitration. You were advised the Carrier desired to adopt Articles 4, 6, 7 and 8 and this was discussed with you in conference July 29, 1952.

You objected to the Carrier's adopting Article 8 by reason of the fact there are no schedule rules in effect that employees will report without being called. The Carrier withdraws previously expressed desire to adopt this Article 8 as it can be made effective only where such schedule rules are in effect.

It is agreed that Articles 4,6 and 7 are considered as having become effective August 1, 1952, as hereafter indicated:

ARTICLE 4---INTERDIVISIONAL, INTERSENIORITY DISTRICT, INTRADIVISIONAL AND/OR INTRASENIORITY DISTRICT SERVICE (FREIGHT OR PASSENGER)

"Where the Railway Company desires to establish interdivisional interseniority district, intradivisional, or intraseniority district runs in passenger or freight service, it shall give notice to the General Chairmen of its desire to establish such runs, giving detailed information specifying the service it proposes to establish and the conditions, if any, which it proposes shall govern the establishment of such service, the purpose being to furnish the employees with all the necessary information.

"The parties will negotiate in good faith on such proposals and failing to agree, either party may invoke the services of the National Mediation Board. If mediation fails and the parties do not agree to arbitrate the dispute under the Railway Labor Act, then at the request of either party, the proposal will be considered by a National Committee consisting of the chiefs of the employee organizations involved and an equal number of carrier representatives who shall be members of the Carriers' Conference Committees, signatories to the Washington, D. C. Agreement dated May 23, 1952, or their successors or representatives, provided, however, that this procedure of appeal to the National Committee thus created shall not be made in any case for a period of six months from May 23, 1952.

"If said National Committee does not agree upon the disposition of the proposal, then the conferees will in good faith undertake to agree upon a neutral chairman who will sit with the

Committee hear the arguments of the parties, and make representations and recommendations to the parties with the view in mind of disposing of the controversy. In the event the parties do not agree upon such neutral chairman, then upon the request of the parties, or either of them, the National Mediation Board will appoint the chairman.

"While the recommendations of the Chairman are not to be compulsory or binding as an arbitration award, yet the parties affirm their good intentions of arranging through the above procedure for the final disposition of all such disputes on a fair and reasonable basis.

"Every effort will be made to settle disputes over interdivisional service on the property and thus to minimize the number of appeals to the above National Committee."

"ARTICLE 6-SWITCHING SERVICE FOR NEW INDUSTRIES

"(a) Where, after August 1, 1952, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the Railway Company may assure switching service at such location even though switching limits be not changed, and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefore to yard or road crews, provided the switch governing movements from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits.

"The yard engineer-fireman or yard engineers-firemen involved shall keep account of, and report to the Company daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this rule and a statement of such time shall be furnished the BLE and B of LF&E General Chairmen representing yard and road engineers-firemen by the Company each month. The BLE or B of LF&E General Chairman involved may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road engineers-firemen from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employee representatives to designate an apportionment, the Company will be under no obligation to do so and will not be subject to claims.

"(b) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed."

"ARTICLE 7-CHANGING SWITCHING LIMITS

"(a) There is no agreement or schedule rule in effect giving the Railway Company the right to change existing switching limits where yard crews are employed and when the Railway Company considers it advisable to change the same, it shall give notice in writing to the General Chairmen of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The Company and the General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

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

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

"The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator or arbitrators in accordance with the provisions of the Railway Labor Act, as amended.

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

"(b) This rule shall in no way affect the changing of yard or switching limits at points where no yard crews are employed."

This Agreement fully disposes of Articles 4, 6, 7 and 8 of the Washington, D. C. Agreements dated May 23, 1952.

Signed at Portland, Oregon, this 29th day of September, 1952.

FOR: SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

(Signed) E. B. STANTON,
Vice President and General Mgr.

For: BROTHERHOOD of LOCOMOTIVE ENGINEERS

(Signed) C. J. COUGHLIN, General Chairman

For: BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

(Signed) GLEN W. MURPHY, General Chairman

APPENDIX 0

Portland, Oregon
January 24, 1952

File: 261-b

MR. C. J. COUGHLIN, General Chairman,
Brotherhood of Locomotive Engineers
Route 2, Box 869 Barnes Road
Gresham, Oregon
Mit. GLEN W. MURPHY, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
5715 N. E. 12th
Portland, Oregon

Gentlemen:

Referring to previous correspondence regarding claims made by road engine crews when required to inspect their engines and file work reports under Rule 18 (ee) (Present Rule 58) of current Schedule.

During our conference January 23, 1952, this matter was again reviewed and it has been developed that for many years, road engine crews on the Vancouver Division have generally claimed and were allowed 30 minutes for inspecting engines and filing reports; this time being reflected on time slips from time of arrival on Round-house Track until time off duty. Engine crews on the Astoria Division and Oregon Electric Railway Company have generally claimed and were allowed 15 minutes for such inspections, etc.

Subsequent to issuance of Vancouver Division Circular 107, Portland Division 71, on November 27, 1951, Vancouver Division crews have made claims in varying amounts, whereas Portland Division crews have continued to make claims for 15 minutes. Claims made since November 27, 1951, for in excess of 15 minutes have been cut to 15 minutes.

During our conferences we also recognized it would take longer to inspect and make work reports for Mallet-type engines, also Diesels constituting three or four units than it would for other types of power.

It was agreed effective February 1, 1952, allowances will be made as follows to road engine crews on the System when required to make inspection and file work report under Rule 18(ee) (Present Rule 58) :

- 1. Mallet-type engines and Diesels (more than 2 but not in excess of 4 units) 30 minutes.
- 2. All other types of engines, including Diesels (constituting not more than 2 units) 20 minutes.

(NOTE: If time claimed under items 1 and 2 is less than allowances indicated therein, actual time will be allowed.)

It was further agreed that time claims made by Vancouver Division crews, which have been cut during the period November 27, 1951, to January 31, 1952, will be adjusted by restoring the time so cut but such restoration shall not exceed an overall payment in excess of 30 minutes for making inspections, etc.

This letter is written in triplicate and if the above correctly sets forth the manner in which we agreed to dispose of this matter, will you please note your acceptance and approval in space provided below, returning the signed original to me and retaining duplicates for your files.

Very truly yours,

(Signed) E. B. STANTON,
Vice President and General Manager

Accepted and approved:

(Signed) C. J. COUGHLIN, General Chairman,
Brotherhood of Locomotive Engineers

(Signed) GLEN W. MURPHY, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen

APPENDIX P

Portland, Oregon
January 5, 1953

File: 2538, 24-b

MR. C. 3. COUGHLIN, General Chairman,
Brotherhood of Locomotive Engineers
Route 2, Box 869 Barnes Road
Gresham, Oregon

MR. GLEN W. Murphy, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
606 West 39th Street
Vancouver, Washington

Gentlemen:

Further reference is made to my letter November 28, 1952, and previous correspondence with respect to filling vacancies for enginemen on the Parkwater. So. Cheney assignment. In Mr. Coughlin's letter December 12 and Mr. Murphy's letter December 26 you agreed that the following proposed handling is acceptable:

"When it is known a vacancy will exist for more than three days, relief will be made by deadheading enginemen from the Vancouver Extra Board.

"Where the vacancy is from day to day and/or less than four days, such vacancy will be filled from the Hillyard Freight Pool."

You are, therefore, advised that this arrangement will be placed in effect January 10, 1953.

Very truly yours,

(Signed) E. H. SHOWALTER, General Manager

APPENDIX Q

**MEMORANDUM OF AGREEMENT
Between
Spokane, Portland and Seattle Railway Company
and
Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen and Enginemen**

REGARDING THE PERFORMANCE OF MISCELLANEOUS WORK TRAIN SERVICE OR SPECIAL SERVICE BY THROUGH FREIGHT, LOCAL FREIGHT, OR MIXED CREWS

The SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY, and its employees represented by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, and BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, do hereby agree as follows:

(1) When through freight, local freight, or mixed crews are required to perform special service as outlined in Paragraph (2) of this Agreement, and such service is incidental to their day or trip, crews will be paid for such service on the basis of actual time consumed therein, with a minimum of one (1) hour at pro rata rate for the day or trip, except, when the actual time consumed in the performance of these services aggregates four (4) hours or more, a day at work train pro rata rate shall be allowed, these allowances to be in addition to all other allowances, and with no reduction from total time spread or trip on account of performance of such service, and without claim from other employees. Service performed under this Agreement shall not be considered as a stop or point for purposes of Conversion Rule, Article XXII, Rule 9 (Present Rule 33) of Enginemen's Schedule.

(2) Special service referred to in Paragraph (1) consists of the following:

(a) Rebrass or repack cars set out by other trains on account of hot boxes.

(b) Fill water cars or tanks.

(c) Thaw out water tanks.

(d) Loading or unloading (1) Company Ice; (2) material or supplies owned and for Company contractor; except when handled the same as way freight no additional payment shall be made.

This agreement shall become effective April 1, 1953, and continue until thirty (30) days after written notice shall have been given, either by the Railway Company or by the employees' representatives signatory hereto of a desire to cancel or amend it.

Signed at Portland, Oregon, this 30th day of March, 1953.

For: SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

(Signed) B. H. SHOWALTER, General Manager,

FOR: THE EMPLOYEES

(Signed) C. J. COUGHLIN, General Chairman,

Brotherhood of Locomotive Engineers

(Signed) GLEN W. MURPHY, General Chairman, B

brotherhood of Locomotive Firemen and Enginemen

APPENDIX R

Portland, Oregon
July 29, 1953

File: 1966-b

Mit. W. L. NEISON, Acting General Chairman,
Brotherhood of Locomotive Engineers
4108 Grant Street
Vancouver, Washington
Mit. GLEN W. MURPHY, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
606 West 39th Street
Vancouver, Washington

Gentlemen:

Further reference is made to your letter July 1, 1953, regarding claims made in connection with performance of miscellaneous work train service; also, special service under Memorandum of Agreement dated March 30, 1953, and which became effective April 1, 1953.

Such claims were discussed with you in conference July 28, 1953. It was again mutually agreed and understood that the aforesaid Memorandum of Agreement provides for payment under certain circumstances where services are actually performed and it was not intended to make such payments other than in cases where enginemen performed such service.

In connection with application of Item (2) (a) of the agreement, it was agreed that if the engine is not cut off and used to handle material to repack or rebrass cars, then no payment shall be made. Payment shall not be due when no service is performed other than picking up a car after it has been rebrassed and repacked by the train crew.

If engine crew cuts off the engine to so handle material or supplies to and from such car location or actually assists trainmen in work of rebrassing and repacking boxes, then payment shall be made as provided in the agreement.

In the application of Item (2) (b), payment shall be made for filling water cars or tanks when such handling or moves must be made of such cars or tanks to fill them, however, no payment shall be made where cars are filled while in trains where no such special moves are necessary.

Under Item (2) (c), payment shall be made where the use of steam hose or other means is actually required of the engine crew to thaw out such water tanks.

It was mutually agreed that Item (2) (d) shall be deleted from the March 30, 1953, Memorandum of Agreement and no payment shall be made for any services listed thereunder beginning April 1, 1953.

On the basis of the foregoing, it was further agreed that claims during the period April 1, 1953, up to and including July 31, 1953, will be disposed of as follows:

Under Item (2) (a), all claims for rebrassing cars are allowed. Under Item (2) (b), all claims for filling water cars are allowed. Under Item (2) (c), all claims for thawing water tanks are allowed.

Under Item (2) (d), all claims with respect to performing service under this item were withdrawn and no payment shall be made thereunder retroactive to April 1, 1953.

Subsequent to July 31, 1953, payment of claims will be in accordance with interpretations outlined above with respect to the March 30, 1953 Memorandum of Agreement.

This letter is being written in triplicate and upon receipt of confirmation and agreement in space provided below, payment of claims will be made as herein outlined. Will you please execute and return the original to me, retaining duplicate copies for your file.

Very truly yours,

(Signed) E. H. SHOWALTER, General Manager

Confirmed and agreed to:
(Signed) W. L. NELSON, General Chairman,
Brotherhood of Locomotive Engineers
(Signed) GLEN W. MURPHY, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen

APPENDIX S

MEMORANDUM OF AGREEMENT
between
Spokane, Portland and Seattle Railway Company System Lines
and
Order of Railway Conductors
Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen and Enginemen
Brotherhood of Railroad Trainmen

Memorandum of Agreement by and between the Spokane, Portland and Seattle Railway Company (System Lines) and its employees, as represented by employee Representatives, signatory hereto, acting for and/or in behalf of such employees, relative to dispute involving performance of yard service at Willbridge, Oregon, as covered by National Mediation Board File No. C-2113.

IT IS UNDERSTOOD AND MUTUALLY AGREED THAT:

1. Based on present volume of cars handled between Portland and Willbridge; also switching of industries and yard at Willbridge, the following assignments will be made effective:

(a) Two Willbridge Tramp crews to go on and off duty at Portland in road service. Such crews will be automatically released upon arrival at Portland and may not make a second trip to Willbridge during a tour of duty.

(b) Three Willbridge Tramp crews to go on and off duty at Willbridge Yard Office, such crews to remain in road service and may be used to make trips as necessary to Lake Yard, also trips to Portland only as provided in Rule 19(b), Trainmen's Schedule, and Rule 23 Firemen's Schedule (Present Rule 62) Engineer's Schedule.

(NOTE: The Railway Company may increase or decrease the number of assignments indicated in Items 1(a) and (b) as necessary to meet service requirements.)

2. Members of assigned engine and train crews and extra crews or extra men going on and off duty at Willbridge will be allowed an arbitrary of forty (40) minutes at pro rata rate for each tour of duty as a matter of equity for deadheading, transportation and any other expense to such employees resulting from changing the home terminal from Portland to Willbridge.

3. Conductors and trainmen assigned to Willbridge Tramp crews are presently allowed yard rates under provisions of a special agreement. Members of engine and train crews assigned under Items 1(a) and 1(b); also, extra crews or extra men will be paid yard rates of pay when filling these Willbridge Tramp Assignments.

4. Engine crews going on and off duty at Willbridge will be paid an arbitrary allowance of fifteen (15) minutes provided an Article XVII (c) (Present Rule 21 (c)) of Engineer's Schedule.

5. Terminal switching will not be allowed enginemen under Article IX (a) (Present Rule 13 (a) of Engineer's Schedule) or trainmen under Article X (a) of Trainmen's Schedule when crews going on and off duty at Willbridge are required to make trips to Lake Yard.

6. Crews assigned under Item 1(a) may change engines at Willbridge in order that engines in service at Willbridge may be returned to Portland for inspections and servicing.

This Memorandum of Agreement, which shall become effective July 6, 1953, is in full and final settlement of dispute covered by National Mediation Board File No. C-2113 and shall remain in effect until changed in accordance with the procedure prescribed in the Railway Labor Act, as amended,

Signed at Portland, Oregon, this 26th day of May, 1953.

FOR THE EMPLOYEES:

(Signed) G. W. LANGE, Vice President,
Order of Railway Conductors

(Signed) B. P. BENNETT, General Chairman,
Order of Railway Conductors

(Signed) C. B. GWINN, Temp. Asst. Grand Chief,
Brotherhood of Locomotive Engineers

(Signed) C. J. COUGHLIN, General Chairman,
Brotherhood of Locomotive Engineers

(Signed) L. L. DRUCE, Vice President,
Brotherhood of Locomotive Firemen and Enginemen

(Signed) GLEN W. MURPHY, General Chairman,
Brotherhood of Locomotive Firemen and Enginemen

(Signed) H. E. NEVALA, Deputy President,
Brotherhood of Railroad Trainmen

(Signed) B. E. KENNELLY, General Chairman,
Brotherhood of Railroad Trainmen

FOR THE CARRIER:

(Signed) E. H. SHOWALTER, General Manager

APPENDIX T

Portland, Oregon
July 2, 1953

File: 1742-b

MR. C. J. COUGHLIN, General Chairman,
Brotherhood of Locomotive Engineers
Route 2. Box 869 Barnes Road
Gresham, Oregon

MR. GLEN W. MURPHY, General Chairman,
Brotherhood of Locomotive Firemen & Enginemen
686 West 39th Street
Vancouver, Washington

MR. B. P. BENNETT, General Chairman,
Order of Railway Conductors
6105 S. E. 23rd Avenue
Portland, Oregon

MR. B. E. KENNELLY, General Chairman,
Brotherhood of Railroad Trainmen
308 Fenton Building
Portland 4, Oregon

Gentlemen:

Referring to your written and verbal requests that the Carrier consider paying yard rates instead of local freight rates to crews assigned to the so-called Linnton Tramps.

The crews assigned to Willbridge Tramp Service have been granted yard rates as a matter of equity. The Carrier will apply yard rates to all personnel assigned to Linnton Tramp Service effective July 6, 1953, as a matter of equity but with the understanding that the change in rate of pay does not in any way transfer such crews to yard service or change their working conditions under road service agreements. It is further understood that yard rates may be terminated and local rates restored at any time subsequent to 30 days' written notice being served by either party of the desire and intent to make such restoration.

Will you please acknowledge receipt as well as your acceptance of provisions above stated.

Very truly yours,

(Signed) E. H. SHOWALTER, General Manager

APPENDIX U

**MEMORANDUM OF AGREEMENT
between
Spokane, Portland and Seattle Railway Company
and
Brotherhood of Locomotive Engineers
Brotherhood of Locomotive Firemen & Enginemen**

There is currently in effect a letter agreement dated December 3, 1947, between the Superintendent and General Chairman representing the Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen & Enginemen providing for method of handling engine crews assigned to trains 274-273 and 276-275 on the First District, westbound out of Wishram. The December 3, 1947, agreement was changed by supplemental letter agreements dated December 16, 1947, July 11, 1949, and September 15, 1950. It is hereby mutually agreed that agreements referred to in this paragraph shall terminate effective 11:59 P.M., June 15, 1954.

Thereafter engine crews assigned to trains 274-273 and 276-275 will be used out of Wishram, in the turn in which they arrive, on the first two westbound through freight trains called on duty after their legal rest period; except that the first-out assigned crew will not be called on duty prior to 12:01 A.M., and the second-out assigned crew will not be called on duty prior to 8:00 A.M., if there is a Vancouver extra crew rested at Wishram. No claims will be entertained from extra crews due to the operation of this agreement.

It is understood and agreed that if there are no Vancouver extra crews at Wishram, then either or both of the assigned crews may be called without rest to aggregate back from Wishram to Vancouver, irrespective of the time called on duty.

Nothing in this agreement will restrict the Railway Company from deadheading an engine crew, assigned to trains 274-273 or 276-275, from Wishram to Vancouver, without penalty.

This agreement, which becomes effective June 16, 1954, shall terminate after either party has served ten (10) days notice of the desire to so terminate it.

Dated at Portland, Oregon, this 15th day of June, 1954.

BROTHERHOOD of LOCOMOTIVE ENGINEERS

(Signed) C. J. COUGHLIN, General Chairman

BROTHERHOOD of LOCOMOTIVE FIREMEN AND ENGINEMEN

(Signed) GLEN W. MURPHY, General Chairman

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

(Signed) B. H. SHOWALTER, General Manager

APPENDIX V

VACATION AGREEMENT (Effective July 1, 1949)

This Vacation Agreement made this 29th day of April, 1949, by and between the participating carriers listed in Exhibit A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees shown thereon and represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEERS, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, and the SWITCHMEN'S UNION OF NORTH AMERICA.

IT IS HEREBY AGREED:

Section 1 (a) Effective July 1, 1949, each employee, subject to the scope of schedule agreements held by the organizations signatory 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 organizations signatory hereto amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

(b) Effective July 1, 1949, each employee, subject to the scope of schedule agreements held by the organizations signatory hereto, having five or more years of continuous service with employing carrier will be qualified for an annual vacation of two weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory hereto amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said five or more years of continuous service renders service of not less than eight hundred (800) basic days in miles or hours paid for as provided in individual schedules.

(c) In dining car service, for service performed on and after July 1, 1949--each seven and one-half (7 1/2) hours paid for shall be considered the equivalent of one basic day in the application of Sections 1 (a) and 1 (b).

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

(e) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year.

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

(f) 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 employees seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

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

(a) An employee receiving one week's vacation, or pay in lieu thereof, under Section 1 (a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory hereto, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such rate be less than six (6) minimum basic days' pay at the rate of the last service rendered.

(b) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1 (b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory hereto, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(f)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than twelve (12) minimum basic days' pay at the rate of the last service rendered.

Section 3. Vacations, or allowances therefore, 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 co-operate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

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

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

Section 8. No vacation with pay, or payment in lieu thereof, will be due an employee whose employment relation with a carrier has terminated prior to the scheduled vacation period as provided in Section 6, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

Section 9. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

Section 10. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employees

members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11. This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto, and its railroad employees represented by the respective organizations signatory hereto, and effective July 1, 1949, supersedes the Consolidated Uniform Vacation Agreement dated June 6, 1945 in so far as said agreement applies to and defines the rights and obligations of the carriers parties to this agreement and the employees of such carriers represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen and Switchmen's Union of North America.

An employee who has taken or is scheduled to commence his vacation during the year 1949 prior to July 1, 1949, shall not be entitled to the increased vacation nor to the vacation allowance provided for herein during the period July 1, 1949-December 31, 1949.

Section 12. This vacation agreement shall continue in effect until changed or modified in accordance with provisions of the Railway Labor Act, as amended.

Section 13. This agreement is subject to approval of courts with respect to carriers in hands of receivers or trustees.

Section 14. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay, agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

SIGNED AT CHICAGO, ILLINOIS, THIS 29TH DAY OF APRIL, 1949.

For the participating carriers listed in Exhibit A:

For the employees represented by the participating labor organizations:

(Signatures not reproduced)

APPENDIX W

VACATION AGREEMENT VACATIONS-ARTICLE 3. (of Agreement dated August 17, 1954)

Effective January 1, 1914, Sections 1 and 2 of the Vacation Agreement, dated April 29, 1949, insofar as they apply to the employees and represented by the Brotherhood of Locomotive Engineers, Section 7 of Article 3 of Agreement "A" of May 23, 1952, between the parties signatory hereto, shall be eliminated and the following substituted therefore:

Section 1. (a) Effective July 1, 1949, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1945, Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

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

(c) Effective January 1, 1954, each employee, subject to the scope of schedule agreements held by the Brotherhood of Locomotive Engineers, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

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

(d) In dining car service, for service performed on and after July 1, 1949, each seven and one-half (7 1/2) hours paid for shall be considered the equivalent of one basic day in the application of Sections I (a), I (b) and I (c).

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

(f) Where an employee is discharged from service and thereafter restored to service during the same calendar year with seniority unimpaired, service performed prior to discharge and subsequent to reinstatement during that year shall be included in the determination of qualification for vacation during the following year. Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after

such discharge and restoration shall be included in computing eight hundred (800) basic days under Section 1 (b) and twenty four hundred (2400) basic days under Section 1 (c) .

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

(h) Beginning on the date Agreement "A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

(1) In the application of Sections 1 (a)1 (b) and 1 (c) each basic day in yard service performed by a yard service employee or by an employee having interchangeable yard and road rights shall be computed as 1.2 days for purposes of determining qualifications for vacation.

(2) Qualifying years accumulated, also qualifying requirements for years accumulated for extended vacations, prior to the calendar year in which Agreement 'A" becomes effective, shall not be changed.

(3) The 60 and 30 calendar days referred to in Section 1 (e) shall not be subject to the 1.2 computation provided for in Sections 1 (a), 1 (b) and 1 (c).

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

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

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

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

(d) Beginning on the date Agreement 'A" between the parties, dated May 23, 1952, became or becomes effective on any carrier, the following shall apply insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Locomotive Engineers, are concerned:

YARD SERVICE

(1) An employee receiving one week's vacation, or pay in lieu thereof, under Section 1 (a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement, on the carrier on

which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic days' pay at the rate of the last service rendered.

COMBINATION OF YARD AND ROAD SERVICE

(2) An employee having interchangeable yard and road rights receiving one week's vacation, or pay in lieu thereof, under Section 1 (a) shall be paid 1/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered,

YARD SERVICE

(3) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1 (b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service

COMBINATION OF YARD AND ROAD SERVICE

(4) An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1 (b) shall be paid 1/26 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than twelve (12) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than ten (10) minimum basic days' pay at the rate of the last service rendered.

YARD SERVICE

(3) An Employee receiving three weeks' vacation, or pay in lieu thereof , under Section 1 (c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

COMBINATION OF YARD AND ROAD SERVICE

(6) An employee having interchangeable yard and road rights receiving three weeks' vacation, or pay in lieu thereof, under Section 1 (c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 29, 1949, Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1 (g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than eighteen (18)

minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

(7) With respect to yard service employees, and with respect to any yard service employee having interchangeable yard and road rights who receives a vacation in yard service, such additional vacation days shall be reduced by 1/6th.

(NOTE: Section 1(h) and Section 2(d) of this Article 3 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof , and to hostling service.

ARTICLE 4- Referring to Article 3 of this agreement, effective January 1, 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, dies before receiving such vacation or payment in lieu thereof, payment of the allowance for such vacation shall be made to his widow.

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

ARTICLE 5-APPROVAL

This agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

ARTICLE 6- This agreement is in full and final settlement of the dispute growing out of notices served by the employees, parties hereto, on or about October 1, 1953, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

ARTICLE 7- This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by the Brotherhood of Locomotive Engineers as heretofore stated.

Signed at Chicago, Illinois, this 17th day of August, 1954.

FOR THE EMPLOYEES REPRESENTED BY THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS:
FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

(Signatures not reproduced)