



**CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY**

**RULES AND RATES OF PAY**

FOR

**YARDMEN**

AND

**SWITCHTENDERS**

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**RULES EFFECTIVE AS OF MARCH 1, 1927 AS  
REVISED.**

**RATES EFFECTIVE DECEMBER 1, 1952**

FORM 12641

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# CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY

## RULES AND RATES OF PAY FOR YARDMEN AND SWITCHTENDERS

RULES EFFECTIVE AS OF MARCH 1, 1921  
AS REVISED.

RATES EFFECTIVE DECEMBER 1, 1952

### Rule 1 RATES OF PAY

CLASS	Per Day	3/16 Overtime
Foremen.....	\$15.91	\$2.985
Helpers.....	\$15.06	\$2.825
Switchtenders.....	\$13.51	\$2.535
Footboard Yardmasters. ....	\$17.236	\$3.235

### SUPPLEMENT No. 22 TO GENERAL ORDER No. 27

Effective January 1, 1919. Where there is no existing agreement or practice more favorable to the employees, the wages for yard foremen who also act as yardmasters (designated in some schedules as "footboard" yardmaster) will be not less than forty (40) cents per day in excess of the yard foremen's rates. The same rules for the basic day and overtime shall apply to such employee as applies to other yardmen.

(NOTE: Effective July 1 1950. Footboard Yardmaster rate: two-thirds of one hour's pay in excess of foremen daily rate.)

### SUPPLEMENT No. 23 TO GENERAL ORDER No. 27

(a) Effective October 1, 1919, employees (excluding locomotive crane operators and wrecking derrick engineers), who are assigned to and operate shop-yard engines will be paid the yard rates of wages and operated under the yard service rules 2, 3, 4, 5, 6, 18,

(b) This order is without prejudice to the seniority rights of employee who are now assigned to shop-yard engines. Only as vacancies occur and new positions are created they will be filled from the seniority rosters of the yardmen.

(c) Rates of wages that are higher or rules for overtime that are more favorable to the employees than those hereby established shall be preserved.

I

## **FOLLOWING RULES APPLY AT POINTS OTHER THAN CHICAGO1 ILLINOIS**

### **Rule 2**

#### **BASIC DAY**

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

#### **OVERTIME**

Except when changing off, where it is the practice to work alternately days and nights certain periods, working through two shifts to change off, or where exercising seniority rights from one assignment to another, or when extra men are required by schedule rules to be used (any rules to the contrary to be changed accordingly), all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule, applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

Question 112. — What compensation should be allowed for additional service where a crew is regularly assigned to work 12 midnight to 4 a.m. (service performed not affected by exceptions outlined in this rule): (a) Is required to cover, the third shift on the same day, 4 p. m. to 12 midnight?

(b) Is required in an emergency to work 8:30 a. m. until 11:30 a. m.? (c) Is required in an emergency to work 8 p.m. to 12 midnight (4 hours) on the same day? (d) Is given 48 hours' notice and assignment is moved up an hour, starting at 11 p.m. and being relieved at 7 a.m., and consequently in the 24-hour period works 9 hours, but not more than 8 hours on a shift?

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

Question 113. —An extra man is worked on two 8-hour shifts within the same 24-hour period, or on one 8-hour shift, and is started on another shift in the same 24-hour period that spreads into the next 24-hour period. How shall he be paid for such service?

Decision. —It should be understood that under that portion of Article XIV applying to extra men when required to remain on duty in excess of 8 hours in continuous service

they will receive overtime at time and one-half on the minute basis. When they start a second trick within a 24-hour period, they will not be paid under the overtime rule, but will start a new day, regardless of present rules, and will receive for 8 hours or less straight time rates. The intent of this is not to deprive extra men of extra work, which would result if time and one-half had to be paid for the second shift.

Question 114 —What compensation should be allowed an extra man who is called at 4 a. m., relieves a regular man who is covering an assignment 12 midnight to 8 a. m. and the assignment works until 9 a. m., regular yardman working 4 hours, extra yardman working 5 hours, remainder of crew working 9 hours?

Decision .—Extra man will receive a minimum day only.  
NOTE: See Appendix, pages 93-95, Section 8 of Article 3, Agreement A of May 25, 1951 for overtime rule relating to extra yardmen.

### **ASSIGNMENTS**

Yardmen 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 it is practicable, assignments shall be restricted to eight hours' work.

Question 117. —It a yard crew was assigned for 10 hours and for some reason was relieved at the expiration of 8 hours, what number of hours is to be allowed?

Decision. —A minimum of 8 hours. Assignments should be for eight hours and time worked in excess thereof should be paid as overtime.

### **ARBITRARIES AND SPECIAL ALLOWANCES**

(a) Where it has been the practice or rule to pay a yard crew, or any member thereof, arbitraries or special allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service tot properly within the scope of yard service, or as provided in Rule 18.

### **Rule 3 LUNCH TIME**

(a) Yard crews will be allowed 20 minutes for lunch between 4 ½ and 6 hours after starting work, without deduction in pay. The lunch period must be given and completed within 4½ and 6 hours.

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

Question 110. —Does the 20-minute lunch period without deduction in pay, supersede all previous meal regulations?

Decision. —Yes,

Question 120—Does this article apply to switch-tenders?

Decision—Yes; but switch tenders will be held responsible for their regular duties during lunch period.

#### **Rule 4 STARTING TIME**

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

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

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

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

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

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

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

NOTE: Exceptions to the starting time rules may be agreed upon to cover local service requirements by conference between General Manager and General Committee.

Question 118.—Should it be understood that Sections (e) and (f) apply only to regular assignments, with no change in present practice for starting extra yard crews?

Decision.—Yes.

NOTE: See Appendix, page 71.



**Rule 5**  
**CALCULATING ASSIGNMENTS**  
**AND MEAL PERIODS**

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

**Rule 6**  
**PAY TO STARTING POINT**

The pay of yardmen shall continue until they reach the point at which they start work.

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

**Rule 7**  
**NOTICE, CHANGED CONDITIONS**

Yard crews and swichtenders will be given the usual notice of change in working conditions as will enable men to exercise their seniority rights.

Interpretation.—The only purpose and intention of Rule 7 is to give the men opportunity to exercise seniority where permitted by schedules and practices.

**Rule 8**  
**FILING APPLICATIONS**

A yardman or switchtender filing an application for a position will be notified within 45 days of the acceptance or rejection of his application. If not notified within 45 days, he will be considered as accepted.

**Rule 9**  
**EXPERIENCED MEN**

In the employment of yardmen, experienced men shall be given preferred consideration.

**RULE 10**  
**SUITABLE QUARTERS**

The company will provide suitable quarters for yardmen to eat and keep their clothing. Where such facilities do not now exist, or as changed conditions may require, they will be provided.

**Rule 11**

**FOREMEN, PILOT OR BACK-UP DUTIES**

Yardmen assigned to the duties of foreman, pilot or as Back-up men handling passenger equipment, during any portion of the day, shall be paid foremen's rate for the entire day's work.

**Rule 12**

**REPORTING FOR DUTY**

Board will be marked up 24 hours in advance and extra men will show up at this time. If unplaced, protection subsequent vacancies will be regulated by local agreement.

This rule not to abrogate existing satisfactory understandings nor to prevent local arrangements agreeable to the men and the Company.

**Rule 13**

**ASSIGNED TO OTHER DUTIES**

Yardmen or switchtenders assigned to other than their regular duties will be paid the established rate for the service performed, provided that in no case shall it be less than his regular rate.

**Rule 14**

**REGULAR CREWS**

When an engine is on for three days, it will be considered a regular engine, and a regular crew will be assigned thereafter.

This rule means three consecutive days on the same shift.

A regular yard assignment discontinued for a period longer than three (3) consecutive days will be considered cancelled.

Sundays and holidays excepted.

**Rule 15**

**TIME OF EXTRA MEN**

Time of extra yardmen will commence at starting time of regular assigned crews; that is, their time will not be less than that allowed regular men; provided, that when relieving yardmen injured or taken sick while on duty, extra yardmen will be paid actual time, with a minimum of 8 hours.

**Rule 16**

**YARDMEN DISABLED**

A yardman or switchtender injured while on duty will receive not less than a minimum day's pay. A yardman or switchtender taken sick while on duty will receive pay for the actual time worked.

**RULE 17**  
**LEAVE OF ABSENCE**

Yardman or switchtenders will be granted leave of absence on request, when it is possible without detriment to the Company's interest and extra men are available.

Yardmen or switchtenders will have the right to continuous service according to seniority.

Local officials and committees are permitted to make regulations to work extra yardmen, first in, first out, and to provide for the number of men on rotary extra boards.

**Rule 18**  
**WORK OUTSIDE SWITCHING DISTRICT**

(Art. XX (b) Supl. 25 G. O. 27)

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

Question 25.—Does the term "minimum of 1 hour" mean that time of two short trips in road service is cumulative, or does it mean that minimum payment for each time used in road service is 1 hour?

Decision —Minimum of 1 hour for each time used in road service.

Question 26.—How does Article XX (b) apply in following examples: (a) Work 5 hours in yard, then used in road service 4 hours, making 20 miles; total spread, 9 hours? (b) Work 3 hours in yard, then used in road service 2 hours, making 10 miles, returning to yard for 4 hours; total spread, 9 hours? (c) Work 7 hours in yard then used in road service 3 hours making 18 miles; total spread, 10 hours? (d) Working 2 hours in yard, used in road service 30 minutes, making 5 miles; returns to yard and works 2 hours; again used in road service for 1 hour, making 10 miles; then returns to yard and works 2 hours and 30 minutes; total spread 8 hours? (e) Work 1 hour in yard; used in road service for 1 hour, making 20 miles; returns to yard and works 5 hours; again used in road service for 2 hours, making 15 miles: total spread, 9 hours? (f) Assigned from 7 a. m. to 3 p. m.: work 2 hours in yard; used in road service for 1 hour, making 10

miles; returns to yard and works 4 hours; again used in road service for 5 hours, making 25 miles; relieved at 7 p. m.; total spread, 12 hours? (g) Assigned from 7 a. m. to 3 p.m. work 1 hour in yard; used in road service 9 hours, making 30 miles; relieved at 5 p. m.; total spread, 10 hours?

Decision.—Under Article XX (b) yard crews regularly assigned to perform service within switching limits would be paid: (a) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 4 hours at pro rata road rates. (b) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 2 hours at pro rata road rates. (c) Eight hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 3 hours at pro rats road rates. (d) Eight hours at straight yard rates, 1 hour at pro rata road rates for first road service, and 1 hour at pro rata road rates (or second road service. (e) Eight hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), 20 miles at pro rats road rates for first road service, and 2 hours at pro rate road rates for second road service. (f) Eight hours at straight yard rates, 4 hours at yard overtime rates (time and one-half). and 6 hours at pro rats road rates, (g) Eight hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 9 hours at pro rate road rates.

Question 27.—If yard crews who are regularly assigned to perform service within switching limits are used in road service when road crews are available, how shall they be paid?

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

Question 28.—What is the intent of the words “road service” as used in this section?

Decision.—Any service for which road rates are paid.

Question 29.—A yardman works 8 hours in yard and then makes a trip as pilot in road service. Does Article XX (b) apply in such cases?

Decision .—No.

Question 30—Does Article XX (b) eliminate a schedule rule providing when yardmen are used regular or extra on road assignments they will receive not less than yard rates?

Decision.—No,

**Rule 19**  
**DEFINING YARD WORK**

Blank.

NOTE: See Appendix, Page 47, Mediation Agreement A-547,, Article 1(a)-(d).

**Rule 20**  
**CONSIST or CREWS**

In first class yards a yard crew shall consist of not less than one foreman and two helpers and yardmen will not be required to work with less than a full crew as specified above.

In other yards where three men are now employed on yard engines, the practice will be continued and number of men on crews will not be reduced, except by agreement between the Company and the Yardmen's Committee.

Group 1 yards will be:

Aurora.	East St. Louis.
Streator.	Hannibal.
Galesburg.	Keokuk.
Quiney.	Brookfield.
Peoria.	Kansas City.
Rock Island-Moline.	Leavenworth.
Clinton.	St. Joseph.
Dayton's Bluff (St. Paul).	Omaha.
Grand Crossing (La Crosse).	South Omaha.
Savanna.	Lincoln.
Burlington.	Hastings.
(West Burlington).	Wymore.
Ottumwa.	McCook.
Des Moines.	Denver.
Creston.	Lafayette.
Council Bluffs.	Alliance
Beardstown.	Edgemont.
Virden.	Gillette.
Centralia.	Sheridan.
Christopher.	Sterling.
Herrin.	Guernsey.
WestFrankfort.	Casper.
St Louis.	Greybull.

All other yards, Group 2.

**Rule 21**  
**ATTENDING COURT OR INQUEST**

Yardmen or switchtenders attending court or inquest under instructions from the Company will be allowed the same compensation they would have earned had they remained on their regular assignment, plus actual living expenses.

Interpretation of "what they would have earned." If court service is at home station and he loses no time from regular assignment, actual time while in attendance in court at his pro rate rates will be allowed. If court service is at other than home station and no time from regular assignment is lost, to be paid by the hour at pro rate rates for the actual time traveling to and from the point where court or inquest is held, and for the time engaged in court with a minimum of 8 hours, if no time is made on his regular assignment or turn as an extra man which is credited to that calendar day.

Money so earned shall be paid not later than on the pay day for the period in which earned.

**Rule 22**  
**WITNESSES AT INVESTIGATIONS**

Yardmen or switchtenders, not at fault, required by tire Company to be present as witnesses at investigations other than those covered by Rule 36, will be paid for all time lost, plus actual living expenses, if away from home station.

If no time is lost, actual time held at investigation will be paid for at pro rata rates, if detained over two hours after close of trick; if called specially for the purpose during period off duty, actual time, if held at investigation more than one hour.

Investigations will be held at such times as will occasion the least practicable disturbance of rest.

**Rule 23**  
**RE-EXAMINATION**

Yardmen or switchtenders required to attend re-examination on rules and regulations will be afforded an opportunity to take same without loss of work. Due notice of re-examination will be given.

**Rule 24**  
**WORKING 16 HOURS**

Yardmen or switchtenders relieved from service, as required by law, will resume duty at the expiration of the

rest period fixed by law, and their compensation will begin at the hour they would have been required to go to work had they not been held from duty in accordance with law.

**Rule 25**  
**SENIORITY**

The seniority rights of yardmen and switchtenders will be separate, and will date from the time they enter the service (continuous) in the yards or terminal where employed.

The right to preference of work and promotion will be governed by seniority in service. The yardmen longest in service will be given the preference, if competent.

Switchtenders will exercise seniority only in case of permanent vacancies, or for new positions created, if competent.

In the appointment of yardmasters and assistant yardmasters, the oldest qualified yardman shall be given full consideration.

Yardman or switchtenders leaving the service of this Company of their own accord will forfeit all seniority rights, and shall not be reinstated.

When the force is reduced, the youngest yardmen or switchtenders in the service will first be reduced, and so on in turn, according to their age in the service.

(New Rule Effective March 1, 1939)

Yardmen or switchtenders laid off account reduction in force desiring to retain their established seniority rights will file their name and address and any changes of address, with the superintendent or designated employing officer, and the local chairman (receipt of which will be acknowledged).

Failure to file address in writing at the time laid off, or to furnish changes of address, or failure to report for duty when recalled for service, within fifteen (15) days from date notified (by mail, or telegraph sent to the address last given), or failure to give satisfactory reason for not doing so, or failure to pass the required examinations, will constitute forfeiture of all seniority rights. if a yardman or switchtender laid off in reduction of force complies with the above provisions and the Operating Rules relating to personal conduct his seniority will be cumulative during the period of his absence.

(Does not establish seniority for anyone who did not hold seniority under the provisions of Rule 25 terminated on February 28, 1939.)

NOTE: See Appendix, pages 72-75.

**Rids 26**

**LEAVE OF ABSENCE LIMIT**

Except in cases of reduction in force, sickness of himself or a member of his family disability or when serving on the committee, leave of absence will not be granted for a longer period than ninety days.

NOTE-See Appendix, pages 76-77.

**Rule 27**

**SERVING ON COMMITTEES**

Any yardman or switchtender serving on the committee shall have leave of absence, upon request, to serve upon such committee.

**Rule 28**

**SENIORITY LIST**

Correct seniority lists of yardmen and of switchtenders shall be furnished Local Chairmen every ninety days, if requested, and a copy shall be posted in a convenient place in the General Yardmaster's office, to which yardmen and switchtenders shall have access at all times.

**Rule 29**

**BULLETIN BOARD**

A bulletin board shall be kept in each yard office, upon which assigned crews and extra men shall be registered.

**Rule 30**

**RETURN OF TIME SLIPS**

When for any reason the time claimed by time slip is not allowed, or if the time slip is not made out correctly, it will be promptly returned and the reason given therefore.

NOTE: See Appendix, pages 78.79.

**Rule 31**

**VOUCHERS FOR OMITTED TIME**

Yardmen or switchtenders who are short 8 hours or more in their pay will, upon request, be given a voucher for the amount.

**Rule 32**

**CABOOSES**

Yardmen will be furnished cabooses in transfer service; also on other extended runs justifying having cabooses. A yard crew shall be permitted to switch the caboose required by this rule to the rear end of the train before commencing a transfer or other extended movement. Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for



the service. Present practice of drawing supplies to continue.

**Rule 33**  
**EQUIPMENT OF ENGINES**

All engines assigned to switching service shall be equipped with headlights, foot boards and proper safety appliances at both ends.

Engines that blow steam so as to obstruct the observation of signals shall not be used in yard service.

**Rule 34**  
**CHAINING CAR, COUPLING**  
**AND UNCOUPLING HOSE**

Yardmen will not be required to chain up or unchain cars, or couple or uncouple hose in yards or on repair track where car men are on duty.

This rule will not apply to coupling or uncoupling between the engine and cars.

NOTE: See Appendix, pages 80-84,

**Rule 35**  
**EXTRA PAY, Handling CABLES,**  
**SIDEBARDS, ETC.**

When a yardman on work train is required to handle cables, ride boards, or to operate weed burners, rail loaders, lidgerwoods or spreaders, he will be paid nine (9) cents per hour additional for days so used.

**Rule 36**  
**OBJECTIONS OR CHARGES**

When objections or charges are made against any yardman by other yardmen, they shall be put in writing and shall convey a full and clear statement of the objection or charges.

**Rule 37**  
**INDIVIDUAL COMPLAINTS**

The proper officers of the Company will hear any reasonable complaint made by individual yardmen or switchtenders, or by the authorized committee representing same, provided due notice shall be given the Company in writing of the subject of the complaint, and a special appointment made as to time and place, the same shall be considered.

**Rule 38**  
**INVESTIGATIONS AND HEARINGS**

Yardmen or switchtenders continued in the service or

not censured, pending an investigation of an alleged offense, shall be notified within 10 days after the Company has information of the offense that a charge is pending. Within 10 days thereafter an investigation shall be held, if demanded, and a decision shall be rendered and made effective within 5 days after the investigation.

The yardman or switchtender and his committeemen of the B. R.T. shall have the right to be present at such investigation, and to question all persons giving evidence in his case.

NOTE: See Appendix; pages 85-86.

**Rule 39**  
**YARDMEN TAKEN OUT OF SERVICE**

Yardmen or switchtenders taken out of service or given record entry of censure for cause shall be given a hearing within five days and, if held a longer time, will be paid for all time so held at their regular rates of pay.

The yardman or switchtender and his committeemen of the B.R.T. shall have the right to produce witnesses to testify in his defense, and to question all persons giving evidence in his case, and to examine the notes of the original investigation, and shall have the right to appeal to the higher officers of the Company, in case the decision is unsatisfactory.

In case the suspension or dismissal is found to be unjust the yardman or switchtender shall be reinstated and paid for all time lost.

The result of the Investigation shall be made known within three days after the hearing.

"Notes of original investigation" means the transcript of shorthand notes of questions and answers.

NOTE: See Appendix, pages 85-86.

**Rule 40**  
**RETAINING SENIORITY**

An employee of the Railroad Company covered by this agreement entering the service of the C.B. & Q. Railroad Company, or the Brotherhood of Railroad Trainmen in an official capacity, and assigned to service connected with the C. B. & Q. Railroad Company, will retain his rights where last employed as yardman or switchtender

Interpretation.—A yardman or switchtender accepting a position as Superintendent, Assistant Superintendent, Trainmaster, Assistant Trainmaster, Yardmaster Assistant Yardmaster, Freight Loading Inspector, Tourist Agent, Depot master or Train Rules Examiner with the C. B. & Q. Railroad Company will retain his seniority rights in the yard where last employed.

**Rule 41**  
**ICE**

At points where ice is furnished employee of other departments, yardmen will be furnished ice during summer months.

**Rule 42**  
**SERVICE LETTER**

A yard man or switchtender leaving the employ of the Company will, at his request, be given a letter signed by the Superintendent of Employment Department, stating his term of service and capacities in which employed.

**Rule 43**  
**FILLING SWITCHTENDERS' POSITIONS**

Full consideration for position of switchtenders shall be given to yardmen disabled in the service of the Company, whenever such injuries are not such as to unfit them for such duties. Disabled yardmen desiring to be considered in line for such positions may file applications with the proper officer of the Company.

**Rules 44**  
**ADJUSTMENT OF DIFFERENCES**

When difference as to this schedule and the practices under it arise, it is deemed best for the men and the local officers to confer individually, and in a fair spirit dispose of the matters; if, however, employee desire to present their views to any officer of the Company by means of a committee, selected from men in the employment of the Company, they will be privileged to do so. Service on such committee will not prejudice the standing of any employee.

NOTE: See Appendix, pages 78.79

**Rule 45**  
**COPY RULES MAILED**

A copy of these Rules will be mailed to each yardman or switch tender affected by them, who will be required to receipt for same. General and Local Chairmen will be furnished extra copies upon application.

**RULE 46**  
**FOLLOWING RULES APPLY**  
**AT CHICAGO, ILLINOIS**  
**Article I**  
**RATES OF PAY**

(a) Rates of pay:

	per day	Overtime Rates per hour
Foremen.....	\$15.91	\$2.985
Helpers .....	\$15.06	\$2.825
Switchtenders.....	\$13.51	\$2.535

**PILOT'S PAY**

(b) Regular pilots will receive not less than yard foremen's pay.

Yardmen required to perform incidental pilot service during the day will receive yard foremen's rate for the entire day's work.

**BACK-UP PAY**

(c) Except where passenger back-up work is now performed by passenger train crews, the back-up lead man shall receive yard foremen's rate, and the helpers yard helpers rate.

Passengers back-ups will be handled by one or more men as may be required by the Company.

**Articles II**  
**BASIC DAY**

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

**OVERTIME**

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

NOTE: See Appendix, pages 93-95, Section 8 of Article 8, Agreement A of May 25, 1961 for overtime rule relating to extra yardmen.

### **ASSIGNMENTS**

(c) Yardmen 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 it is practicable assignments shall be restricted to eight hours' work.

### **Article III DEFINING YARD WORK**

(a) The following shall be considered yard work, shall be handled by yardmen and shall be compensated for at not less than yard rates.

(b) The switching of all freight and passenger equipment operating exclusively within the switching limits;

(c) The transfer of all freight and passenger equipment operating exclusively within the switching limits;

(d) The handling of all construction and maintenance of way trains operating exclusively within the switching limits;

(e) The handling of all work trains and milk trains operating exclusively within the switching limits;

(f) The handling of all pay car service operating elusively within the switching limits (by a regularly assigned yard crew);

(g) All pilot service required for yardmen operating exclusively within the switching limits;

(h) Where regularly assigned to perform service within switching limits yardman shall not be used in road service when read 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 there from for the time consumed in said service.

### **Article IV PAY TO STARTING POINT**

(a) Pay of yardmen shall continue until they return to the point at which they started work.

### **REPORTING AND NOT USED**

Yardmen reporting for duty after being called, and not performing service, will be paid for one day. This will not affect the present practice of requiring extra men to report morning and evening to find if work is available.

### **PAY FROM POINT OF ASSIGNMENT**

(b) Extra yardmen will receive compensation fROM the point of their assignment.

### **ASSIGNED TO OTHER DUTIES**

(C) Yardmen assigned to other than their regular duties will be paid the established rate for the service performed but in no case shall a yardman so assigned be paid less than on the basis of their regular rates.

### **Article, V LUNCH TIME**

(a) Yard crews will be allowed 24 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay.

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

(c) Paragraph (a) and 4 (ii) of this Article apply to switchtenders, but switchtenders will be held responsible for their regular duties during the lunch period.

### **Article. VI STARTING TIME**

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

(b) Where three 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 4:30 a.m. and 10:00 a. m., and the second not later than 10:30 p.m.

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

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

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

NOTE: Exception to the starting time rules may be agreed upon to cover local service requirements by conference between General Manager and General Committee.

NOTE: See Appendix; page 71.

**Article VII  
CONSIST OF CREWS**

A yard crew shall consist of not less than one foreman and two helpers, and yardmen will not be required to work with less than a full crew as specified above.

**Article VIII  
WORKING 18 HOURS**

Yardmen required to work sixteen hours will resume work when their rest period is up under the law and their pay will begin at their established starting time.

**Article IX  
ALLOWANCE FOR ATTENDING COURTS ETC.**

(a) Yardmen or switchtenders attending court or inquests under instructions from the Company will be allowed the same compensation they would have earned had they remained on their regular assignment, plus actual expenses. Extra men so used will be allowed a minimum day, plus actual expenses. Money so earned shall be paid not later than the next regular payday.

**ATTENDING INVESTIGATIONS**

(b) Yardmen or switchtenders required by the Company to be present as witnesses at investigations, other than those covered by Article XXI, will be paid for all time lost plus expenses.

**RE-EXAM INATIONS**

(c) Yardmen or switchtenders who are required to attend re-examinations on Rules and Regulations will, when attending such re-examinations on their own time, be paid their regular hourly rates for the actual time required to be present.

**Article X  
SENIORITY PRIVILEGES**

(a) Seniority rights of yardmen will date from the time they enter the service continuous in yards or terminal where employed.

**YARDMEN**

(b) The right to preference of work and of promotion will be governed by seniority in service. The yardmen oldest in service will be given the preference, if competent.

(c) In the appointment of Yardmasters and Assistant Yardmaster the senior yardmen will. In all cases be given full and unprejudiced consideration.

**SWITCHTENDERS**

(d) Seniority rights of switchtenders will date from the time they enter the service continuous in yards or terminal where employed.

(e) The right to preference of work will be governed by seniority in service. The switchtender oldest in service will be given preference providing the applicant is competent  
(New Rule Effective March 1, 1939)

(f) Yardmen or switchtenders laid off account reduction in force desiring to retain their established seniority rights will file their name and address and any changes of address with the superintendent or designated employing officer, and the local chairman (receipt of which will be acknowledged.)

Failure to file address in writing at the time laid off or to furnish changes of address, or failure to report for duty when recalled for service, within fifteen (15) days from date notified (by mail, or telegraph sent to the address last given), or failure to give satisfactory reason for not doing so, or failure to pass the required examinations, will constitute forfeiture of all seniority rights. If a yardman or switchtender laid off in reduction of force complies with the above provisions end the Operating Rules relating; to personal conduct his seniority will be cumulative during the period of his absence.

(Does not establish seniority for anyone who did not hold seniority on February 28, 1939.)

#### **Article XI SENIORITY LISTS**

(a) Correct seniority lists of yardmen and switchtenders shall be furnished Local Chairmen every ninety days and copies shall be posted in convenient place in yard offices, to which yardmen and switchbtenders shall have access at all times. A list shall also, each thirty days be given the Local Chairman showing all names removed from the seniority lists, and the reason for such removal; also a record of men on leave of absence for 30 days or over.

#### **CREW BULLETIN**

(b) Separate bulletins shall be kept in each yard office upon which assigned crews, switchtenders and extra men shall be registered.

#### **Article XII EMPLOYMENT**

(a) Applications of yardmen and switchtenders for employment, if not satisfactory, will he rejected within thirty days after first service, or applicant will be considered accepted.

#### **PHYSICAL EXAMINATIONS**

(b) All physical examinations of applicants shall be made without expense to the person examined, unless he shall pass such examination and be continued in service



examination shall not exceed one dollar. The applicant shall be notified within ten days of the result of his physical examination, and if not so notified, he will be considered physically qualified.

**Article XIII  
LEAVING SERVICE**

(a) Yardmen or switchtenders leaving the service of the Company of their own accord forfeit all seniority rights and shall not be reinstated.

**SERVICE LETTER**

(b) Any yardmen or switchtender leaving the employ of the Company will, at his own request, be given a letter by his Division or Terminal Superintendent stating his term of service and capacities in which employed.

**LEAVE OF ABSENCE**

(c) Yardmen or switchtenders will not be granted leave of absence for a longer period than ninety days, except in case of sickness of himself or member of his family, or when serving on the Committee.

NOTE; See Appendix, pages 70-77.

**Article XIV  
SWITCHTENDERS' POSITIONS**

(a) In filling temporary vacancies of switchtenders, and no extra switchtenders available, the senior available extra yardman will be given preference.

(b) In filling vacancies in positions of switchtenders, preference shall be given to yardmen disabled in the service of the Company, whenever such injuries are not such as to unfit them for such duties. Disabled yardmen desiring to be considered in line for such positions may file application with the proper officer of the Company.

The yardman so disabled or incapacitated will date his seniority as switchtender from the date when permanently disabled or incapacitated in the terminal where employed.

**Article XV  
RETURN OF TIME SLIPS**

(a) When for any reason the time claimed by time slip is not allowed or if the time slips are not made out correctly, they will be promptly returned and the reason given therefor.

NOTE: See Appendix, pages 78-70.

**VOUCHER FOR OMITTED TIME**

(b) Yardmen or switchtenders who are short eight hours or more in their pay will upon request be given a voucher for the amount.

**Article XVI**  
**EXPENSE FOR NOTARY FEES**

When the Company requires that official papers shall be certified by a Notary Public or other court officer, it shall pay the fee assessed by such officers.

**Article XVII**  
**SERVING ON COMMITTEE**

Any yardman or switchtender serving on the Committee shall not be discriminated against and shall have leave of absence, upon request, to serve on such committee.

**Article XVIII**  
**CABOOSES**

Yardmen will be furnished cabooses in transfer services, also on other extended runs justifying having cabooses. A yard crew shall be permitted to switch the caboose required by this rule to the rear end of the train before commencing a transfer or other extended movement. Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service, Present practice of drawing supplies to continue.

**Article XIX**  
**EQUIPMENT OF ENGINES IN YARD SERVICE**

- (a) All engines assigned to switching service shall be equipped with headlights, feet boards and proper safety appliances at both ends,
- (b) Engines that blow steam, so as to obstruct the observation of signals, shall not be used in yard service.

**Article XX**  
**CHAINING CARS, COUPLING AND UNCOUPLING HOSE**

- (a) Yardmen will not be required to chain up or unchain cars, couple or uncouple hose, in yards or on repair tracks where Carmen are employed.

NOTE: Under this rule, yardmen will, if necessary to avoid delay, couple air hose between engine and cars.

NOTE: See Appendix. pages 80-84.

**HANDLING CABLES, SIDEBOARDS, ETC.**

- (b) It will not be the duty of yardmen on work trains to handle cables, side boards, side doors, or to operate weed burners, rail loaders, Lidgerwood or spreaders.

**Article XXI**  
**CHARGES BY YARDMEN**

- (a) When objections or charges are made against any yardman or switchtender by other yardmen or switchtenders

they shall be put in writing, and shall convey a full and clear statement of the objections or charges.

## **INVESTIGATIONS AND HEARING**

(b) The proper officer of the Company will bear any reasonable complaint made by an individual yardman or switchtender, or any complaint made by the authorized committee of the B. of R T. representing; same. Provided due notice shall be given the Company in writing of the subject of the complaint, and a special appointment made as to the time and place same shall be considered.

(c) Yardmen or switchtenders continued in the service or not censured pending an investigation of an alleged offense shall be notified, within five days after the Company has information of the offense, that a charge is pending. Within five days thereafter an investigation shall be held, if demanded, and a decision shall be rendered and made effective within three days after the investigation.

(d) Yardmen or switchtenders taken out of service or censured for cause shall be notified by the Company of the reason therefore, and shall be given a hearing within five days after being taken out of service, if demanded, and if held longer shall be paid for alt time so held at their regular rates of pay. Yardmen or switehtenders shall have the right to be present, and to have an employee of their choice, at hearing and investigations to hear all oral and to read all written testimony, and to bring out any facts in connection with the case. They shall also have the right to bring such witnesses as they may desire to give testimony end may appeal to a higher officer of the Company in case the decision is unsatisfactory. Such decision shall be mode known in writing within three days after the hearing, or yardman or switchtender will be paid for all time lost after expiration of the three days. If, as a result of discipline administered, any exception is taken thereto by the yardman or yardmen, switchtenders or switchtenders involved, a transcript of all evidence taken at investigation shall be furnished Chairman of the Committee upon request, providing the Chairman presents the Company's officer with a written request, from the yardman or switchtender disciplined, for such transcript, and a statement of the yardman's or switchtenders reasons and contention for believing that the discipline administered is unjust. In case the suspension, dismissal or censure is found to be unjust, yardmen or switchtenders shall be reinstated and paid for all time lost.

(c) Yardmen or switchtenders not at fault, required by the Company to be present at investigations as witnesses, will be paid for all time lost.

**Article XXII**  
**EMPLOYMENT EXPERIENCED MEN**

In the employment of yardmen experienced men shall be given preferred consideration.

**Article XXIII**  
**BETTER CONDITIONS OR ALLOWANCES**

The acceptance of this agreement shall not operate as annulment of existing better rules, conditions or allowances for men in yard service, nor will it abrogate any privilege heretofore enjoyed by yardmen or switchtenders.

**Article XXIV**  
**ADJUSTMENT OF CONTROVERSIES ON SCHEDULE**

Any controversy arising as to the application of the rules herein agreed upon between officers, yardmen and switchtenders, shall be taken up by the local committee and the local officials. In the event of failure on their part to agree on a satisfactory basis of settlement the Committee of the Brotherhood of Railroad Trainmen, representing the yardmen and switchtenders, may take up the question with the general officers, and in the event of their failure to agree upon a satisfactory adjustment, the matter may be appealed in the usual manner.

NOTE: See Appendix, pages 78-70.

**Article XXV**

It is agreed that the interpretations on the rules contained herein, as handed down by the Commission of Eight and Director General of Railroads, shall remain in force during the life of this agreement.

**Rule 47**  
**DURATION OF AGREEMENT**

The rules enumerated in the foregoing constitute an agreement between the Company and its yardmen and switchtenders, and shall continue in effect until October 1, 1953, and thereafter subject to change in accordance with the amended Railway Labor Act.

For the Organization:  
V. It. ROBERTS,  
General Chairman  
A. R. GARRISON  
Vice Chairman  
M. S. CONNETT,  
Secretary

For the Carrier:  
J. E. WOLFE,  
Asst. Vice President  
J. F. MULLEN,  
Senior Staff Officer

**MEMORANDUM OF AGREEMENT  
IN THE HANDLING OF  
REGULAR AND EXTRA BOARD FOR YARDMEN  
—CHICAGO DIVISION  
between  
CHICAGO BURLINGTON & QUINCY N. R. CO.  
and  
BROTHERHOOD OF RAILROAD TRAINMEN**

**Article 1  
CREW BOARD**

On the Chicago Division there shall be maintained one general crew board at location designated by Superintendent. This board shall show the names of foremen and helpers, job number, starting time and place of all regularly assigned men, also the names of all extra men and the men off! for any cause.

The assignment of all yardmen shall be made from the general crew board by such employee or employees designated by the Superintendent.

**Article 2  
CREW BOARD MARKED**

(a) The crew board will be marked and closed at 12 noon daily. This covers all yard assignments for the following calendar day. All known vacancies that exist at time board is marked (including known extra engines or other extra assignments) shall be listed and will be filled in accordance with seniority and preference. Notice of reduction in power during the twenty-four hour period covered by the mark-up will be given to yardmen affected prior to the closing of the board.

(b) When an extra engine is worked three consecutive days on the same shift and starting at the same location, (as shown in Article 4), it will thereafter be considered a regular assignment and will be marked up as such on the fourth day. A regular yard assignment discontinued for a period of three consecutive days will be considered cancelled.

(c) Vacancies occurring subsequent to the close of a mark-up time will be filled in seniority order by available unplaced extra men.

(d) Men who lay off at the time of the board mark-up or thereafter, will not be permitted to resume service until the next marking of the board.

(e) Extra men who do not have a telephone will be required to "show" or call in by 11 AM at the point where the crew board is maintained.

(f) If the clerk cannot raise a yardman by telephone, he will ask the Burlington telephone operator to make the call and she will record the time that she made the call if unable to contact the man. The Burlington's chief operator will answer inquiries from the Local Chairman of the BRT as to whether or not calls were made in the event a dispute arises.

(g) After the board is marked each day, a mimeographed form showing job number, starting time, location and the names of the crewmembers will be recorded for use in the event, questions concerning assignments or other related matters are raised a copy of which will be made available to the Local Chairman.

### **Article 3 YARDMEN LAYING OFF**

Yardmen desiring to lay off should give clerk-in-charge as much notice as possible but in no case less than 2 1/2 hours before assignment commences, except in cases of emergency when it is impossible to do so.

### **Article 4 FOREMEN'S VACANCIES ON REGULAR ASSIGNMENTS**

Vacancies for foremen on regular assignments that are not filled by exercise of seniority at the marking of the board will be filled in the following manner:

(a) The senior qualified foreman, assigned as helper on the regular assignment on which the vacancy for foreman occurs, may fill the vacancy for foreman if he so desires.

(b) If the senior qualified foreman assigned as helper on the regular assignment does not desire to work as foreman, the junior qualified foreman assigned as helper on that assignment will be required to fill the foreman vacancy.

(c) In the event there is only one qualified foreman regularly assigned as helper and working on the assignment on which the foreman's vacancy occurs, he will be required to fill the foreman vacancy, unless he prefers to work as helper and at least one of the extra yardmen called to fill vacancies on the assignment is a qualified foreman.

Under these conditions, if both extra men are qualified foremen, the senior qualified extra man may fill the vacancy or if the senior extra man prefers to work as helper the junior extra-qualified foreman will be required to fill the foreman vacancy. If only one of the extra yardmen is a qualified foreman, and the foreman vacancy is not desired by an assigned member of the crew, the extra qualified foreman will be required to fill the foreman vacancy.

(d) In the event none of the remaining regularly assigned members of the crew are qualified foremen and none of the extra yardmen who stand for service on the assignment are qualified foremen, qualified foremen assigned as helpers having the same starting time and starting point will be offered the foreman's vacancy in seniority order.

(e) If none of the senior qualified foremen (working as helpers) referred to in paragraph (d) desire to work as foreman, the junior available qualified foreman assigned as helper having the same starting time and starting point will be required to fill the foreman vacancy. If there is no qualified foreman regularly assigned as helper, having the same starting time and starting point, then the junior available qualified foreman regularly assigned as helper having the nearest starting time and nearest starting point on the same shift will be required to fill the foreman vacancy. If the junior qualified foreman referred to in this paragraph is required to act as foreman on an assignment within the same starting time period by starting after the assigned starting time of the junior available qualified foreman referred to and such junior available qualified foreman is not advised before leaving his home that he will be required to act as foreman on a later assignment which would necessitate delay in starting his day's work, such junior available qualified foreman will be compensated on a continuous time basis from the starting time of his regular assignment.

(f) In the event all regularly assigned members of a crew are not working, the foreman vacancy will be filled under the provisions of Article 5 hereof.

For purpose of applying this rule, "same starting time" is interpreted to mean any engine started during the three 90-minute intervals, each of the three periods to be considered separate starting times. The following shall be considered separate starting points for the purpose of applying this rule:

1. 14th Street Coach Yard (including Harrison Street).
2. Western Avenue.
3. Cicero (including Westbound, Eastbound and "D" Yard).

**Article 5**  
**FOREMEN'S VACANCIES ON EXTRA**  
**ASSIGNMENTS**

Vacancies for foremen on extra assignment will be filled as follows:

(a) The foremanship will be offered to the senior qualified foreman who is working as helper on the shift and at the location where the extra engine is to be used. If the senior qualified foreman working as helper declines to accept the foremanship, it will be offered in seniority order to the assigned qualified foremen who are working as helpers on the same shift, and at the location where the extra engine is used. Such a qualified foreman who declines to act as foremen on the extra engine under this section will not again be called to act as foreman on an extra engine until he has given twenty-four hours advance notice in writing that he again desires to be called to act as foreman under this section.

(b) In the event the foremanship on an extra engine herein referred to is not filled in conformity with paragraph (a) hereof, the senior qualified extra foreman who is called for the assignment will be used, with the understanding that if such senior qualified extra foremen does not desire to act as foreman on the extra engine, it will then be offered to the next senior qualified extra foreman called to work with the extra engine and if he does not desire it, then the junior qualified extra foreman will be required to work as foreman.

(c) If the vacancy for foreman is not filled under paragraphs (a) and (b) hereof, then such vacancy will be filled in accordance with the provisions of Article 4(e).

(d) A foreman who is regularly assigned as helper and is used as a foreman on an extra assignment under paragraph (c) of this article will be paid not less than he would have been paid on his regular assignment as a yard helper.

NOTE: This article supersedes the provisions of Article 2(a) insofar as the selection of foremen for extra engines is concerned.

**Article 6**  
**PROCEDURE TO BE FOLLOWED IN CONNECTION**  
**WITH THE FILLING OF TEMPORARY VACANCIES**  
**WHEN THE EXTRA BOARD IS EXHAUSTED**

(a) Extra men will not be permitted more than five straight time assignments in their workweek except as otherwise provided.



(b) The extra board will be considered exhausted after each available extra man has received one assignment on that day.

(c) Men, regular and extra, desiring to perform service on one or both of their days off in the workweek will register in writing with crew clerk with copy to Local Chairman and when the extra board is exhausted they will be used according to seniority. (Days off for extra man means after he has had five straight time assignments in his workweek. Days off for a regular man are the two assigned days off in his workweek).

Employee who have indicated their desire to perform extra service under this section will be required to protect such extra service unless they seek and secure permission to lay off in the usual manner.

A yardman who, as a result of service on his relief day under this section, is not available under the Hours of Service Law for service on his regular assignment the following day forfeits his right to such service.

(d) When both the extra list and the supplementary extra list (employee who have indicated desire to work on their relief days) are exhausted and it is necessary to work a yardman more than one tour of duty on a calendar day, the senior available yardman will be used for this service. Availability under this sub-section of Article 6 insofar as assigned yardmen are concerned will be governed by the location in which the vacancy occurs, i.e.,

- 1, 14th Street Coach Yard (including Harrison Street).
2. Western Avenue.
3. Cicero (including Westbound, Eastbound and "D" Yard).

Extra men who are off duty and available for a second tour of duty under this provision may be used at any of the locations referred to.

(e) Yardmen who are used for extra service under this article will be considered extra men and will not be permitted to displace a regularly assigned employee of the crew with which such yardman is called for service.

....

This agreement supersedes all existing agreements or understandings in conflict herewith.

This agreement shall become effective with the marking of the board on April 16, 1956 and shall continue in effect thereafter subject to the serving of thirty (30) days' notice by one party upon the other party, further handling to be in conformity with the procedural requirements of the amended Railway Labor Act.

Signed at Chicago, Illinois, this 27th day of March,  
1956.

FOR THE BROTHERHOOD OF RAILROAD  
TRAINMEN:

/s/ FRED SHEPHERD  
Local Chairman

APPROVED:

/s/ V. R. ROBERTS  
General Chairman

FOR THE CHICAGO, BURLINGTON &  
QUINCY RAILROAD COMPANY:

/a/ G. P. HENSON  
Superintendent

APPROVED:

/s/ J. E. WOLFE  
Assistant Vice President, Labor Relations

Chicago, Illinois

Following understanding is reached as a modification of Article 2 of Memorandum of Agreement in the handling of regular and extra board for Yardman, Chicago Division, between Chicago, Burlington & Quincy Railroad Company and Brotherhood of Railroad Trainmen, which agreement takes effect with the marking of the board on April 16, 1956.

It is understood and agreed that under Article 2 of this Agreement the crew board will be marked and closed at 12:00 Noon, daily, so far as exercise of seniority is concerned. Extra yardmen will be called by telephone in accordance with seniority for each shift; that is, yardmen for vacancies existing after the board is marked at 12:00 Noon, daily, will be called by telephone as follows:

At 4:30 AM for all vacancies with starting times between 6:30 AM and 8:00 AM.

At 12:30 PM for all vacancies with starting times between 2:30 PM and 4:00 PM.

At 8:30 PM for all vacancies with starting times between 10:30 PM and Midnight.

Under Article 2(e) of this agreement, extra men who do not have telephones will be required to "show" or call in at the point where crew board is maintained by—

4:30AM to be used on 6:30AM to 8:00 AM assignment.

12:30 PM to be used on 2:30 PM to 4:00 PM assignment.

8:30 PM to be used on 10:30 PM to Midnight assignment.

Extra men failing to do so will not be considered available for service on that shift.

When an extra yardman is called for service under this supplemental understanding, and he does not accept service on the shift for which he is called, he will not be considered available for service until the first shift on the following calendar day.

An extra man made unavailable for call in his seniority order by reason of Hours of Service Law will be considered for service as soon as his rest is completed.

This modification is made in pursuance of verbal understanding between Mr. J. E. Wolfe, Assistant Vice President, Labor Relations, CB&Q Railroad Company, and Mr. V. R. Roberts, General Chairman, Brotherhood of Railroad Trainmen.

Signed at Chicago, Illinois this 11th day of Apr 11, 1958.  
FOR THE BROTHERHOOD OF RAILROAD  
TRAINMEN:

FRED SHEPHERD  
Local Chairman

FOR THE CHICAGO, BURLINGTON &  
QUINCY RAILROAD COMPANY:

G. P. HENSON  
Superintendent

Chicago, March 24, 1925.

Memorandum of agreement, effective April 1st, 1925 between the Chicago Burlington and Quincy Railroad Company and General committees of the Engineers, Firemen, Conductors, Trainmen and Yardmen defining limits within which switch engines may work without penalty under rules of schedules, for performing road service.

The limits for "General Switching" include all character of yard service, and it is understood that a yard crew may go out beyond the limits agreed upon such distance as may be necessary to handle the number of cars being switched.

Where limits are set for "Pulling and Pushing" outside of "General Switching" limits such "Pulling and Pushing" limits are for that purpose only. Similarly as to "Industrial Switching" limits.

It is hereby declared to be the policy of the parties hereto, and for their mutual advantage to permit extension of "Industrial Switching" limits as new industries may be located beyond limits as at present fixed, within practical and reasonable distances.

NOTE: SWITCHING LIMITS (Article 10 of National Agreement of May 25, 1951).

(a) The employees involved, and the carriers represented by the Eastern, Western and Southeastern Carrier's Conference Committees, being desirous of cooperating in order to meet conditions on the various properties to the end that efficient and adequate switching service may be provided and industrial development facilitated, adopt the following:

(b) Except as provided in paragraph (c) hereof, where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman or General Chairmen of such intention, whereupon the carrier and the General Chairman or General Chairmen shall, within 30 days, endeavor to negotiate an understanding.

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

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. 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.

(c) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service 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 switching governing movement from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with paragraph (b) hereof.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this paragraph (c) and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairman representing yard and road crews, the carrier shall periodically offer to road employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as the accumulated hours of yard conductors (foreman) and yard brakeman (helpers).

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

(This rule became effective August 1, 1951.)

## CHICAGO DIVISION

**General switching limits:**

West: West switch at LaVergne.

**Pulling and pushing limits:**

West: 4000 feet west of west switch at LaVergne.

## AURORA DIVISION

AURORA, LOLA, MONTGOMERY

**General switching limits:**

East: E. J. & E. crossing, Eola.

West: Switch leading to concrete plant, Montgomery.

Fox River Branch: West switch of shanty track.

Savanna Line: West passing track switch.

West Chicago Branch: North switch of the old yard near

C. A. & E. Crossing.

West Batavia Line: Point 150 ft. from Savanna line  
passing track switch.

**Industrial switching limits:**

Include Batavia and West Batavia.

NOTE: Not to displace existing road service.

## MENDOTA

**General switching limits:**

East: Automatic Signal M. P. 80.4.

West: West switch of crossover, main line to Denrock  
branch.

## KEWANEE

**General switching limits:**

East: East switch of eastbound passing track.

West: West switch of westbound passing track.

## ROCKFORD

**General switching limits:**

South: South switch of storage track, near M. P. 21.

**Industrial switching limits:**

Include Camp Grant Yard.

## ROCK FALLS—STERLING

**General switching limits:**

East: Canal bridge.

West: 2,631 ft. west of connection switch in vicinity of  
Avenue G.

## OTTAWA

**General switching limits:**

North: Standard Oil switch.

South: South switch, storage track, at Hitt (M. P. 83.70).

## **STREATOR**

### **General switching limits:**

North: North switch, north storage yard.  
West: Switch leading to bottle works track.

### **Pulling and pushing limits:**

West Kangley.

### **Industrial switching limits:**

North switch of north storage yard.  
West: Icehouse track.

## **LASALLE—PERU**

### **General switching limits:**

West: 300 feet west of M. P. 29, west of Peru.  
East: 100 feet east of M. P. 19, east of Dickinson.

NOTE: Applies to switch men only.

## **GALESBURG DIVISION GALESBURG**

### **General switching limits:**

East and North: First signal bridge east of Main Street.  
West: (Ottumwa division) West switch to stockyards

track.

South: South switch of the North Crossover at Station  
8797.

Peoria line: Switch leading to Burlington Transportation  
Company Terminal.

Graham cut-off; West switch of west crossover near tie  
plant.

### **Pulling and pushing limits:**

East: East home signal at Santa Fe Tower,  
Savanna Line: Santa Fe under crossing.

Graham cut-off—M.P. 166.

### **Industrial switching limits:**

East: Santa Fe Tower.

Peoria line: Brick Yard switch.

West: (via either freight or passenger line) Gales Farm  
(including maintenance work on Graham cut-off).

## **PEORIA**

### **General switching limits:**

West: West switch of storage track west of PRT Tower.

## **DAVENPORT, ROCK ISLAND, MOLINE, BARSTOW**

### **General switching limits:**

North switch of southbound passing track, Barstow.

South switch of old No. 6 at Barstow and including  
East Moline, Moline, Rock Island and Davenport.



## **MACOMB**

### **Industrial switching limits:**

North: North switch of passing track.  
South: South switch of passing track, Tennessee.  
NOTE: For switchmen only.

## **BUSHNELL**

### **General switching limits:**

South: South switch of passing track south of coal chute Quincy Line.  
On Beardstown division: South switch of storage yard south of coal chute,  
North: North switch of elevator track.

### **Industrial switching limits:**

Rio line: stock yards.  
Quincy Line: Pumphouse Bushnell.

## **CLINTON**

### **General switching limits:**

North: North and South wye switches East Clinton.  
South: Chancy.

### **Industrial switching limits:**

South: E. I. DuPont de Nemours Co. about 1-½ miles South of Chancy.

## **QUINCY**

### **General switching limits:**

North: North switch storage track sand cut.  
Carthage Branch: North wye switch.  
South: Q.O. & K. C. freight house.  
West: West switch at west end West Quincy yard located at M. P. 135.28, including wye formed by East Hannibal Division main tracks extending north from M. P. 137.5 and north from M. P. 137.14 but not including the Milan track at West Quincy.

### **Pulling and pushing limits:**

North: M. P. 261.

### **Industrial switching limits:**

North: 24th Street.  
Carthage Branch: Icehouse north of wye.  
South: Menke's Lime Kiln.  
West: To and including Elevator Track on Milan Line.

## **LACROSSE DIVISION SAVANNA**

### **General switching limits:**

North: North switch at North crossover at passenger station.  
East: Home signal east of crossover at Savanna Yard Tower.

**Pulling and Pushing limits:**

East: East yard limit board 592 feet east of M. P. 143.

**Industrial switching limits:**

South: 4000 feet south of General Switching limits on Galesburg Line.

**NORTH LACROSSE**

**General switching limits:**

**On Freight Line:—**

North: Automatic signal at M. P. 303.3.

South: South switch of C. & N. W. interchange track just south of Milwaukee crossing.

**Passenger Line:**

Automatic Signal at M. P. 303.3.

**Pulling and Pushing limits:**

North: North yard limit board.

South: Yard limit board as now located.

**Industrial switching limits:**

North: Onalaska industries.

South: Freight line, Stone Spur.

**ST. PAUL AND DAYTONS BLUFF**

**General switching limits:**

North: North connection switch to Union Depot.

East or South: Tail track switch connection with main line at Oakland.

**Pulling and pushing limits:**

East or South: When stopped at horns signal at Oakland.

**Industrial and interchange switching units:**

Omaha and C. G. W. yard near Suite Street and Western Avenue. C. M. St. P. & P. yard thru Oakland, St. Paul Bridge and Terminal yard through Hoffman Avenue.

NOTE: In emergencies, when transfer crews are not available, yard crews may handle rush cars to or from Great Northern freight house near 8th Street.

**BEARDSTOWN DIVISION  
METROPOLIS**

**General switching limits:**

North: North switch of north passing track, M. P. 223.45.

South: At the South end of the Ohio River Bridge Mi. P. 2.26 on the P. & I.R.R.

East: Is to be located on the I. C. R. R. at the south switch of the Brookport, Wye. 3062 feet southeasterly from switch of the C. B. & Q. incline.

### **CENTRALIA**

**General switching limits:**

North: Connection to Glenridge Mine.  
South: Connection to No. 5 Mine.

### **LITCHFIELD**

**General switching limits:**

North: North switch at north crossover near M. P. 63.  
South: 1267 feet south I.C. crossing at Winston Tower,  
M. P. 65.79.

### **BEARDSTOWN**

**General switching limits:**

North: Pumphouse near Illinois River bridge.  
South: South switch at crossover to entrance of load  
yard about M. P. 114.1.

**Pulling and Pushing limit**

South: Clearance point south of south switch on south  
crossover near M. P. 113.

### **HERRIN JUNCTION**

**General switching limit:**

North: 1500 feet north of north main track switch  
Freeman Storage.  
South: Yard limit board, 457 feet south of Br. 177.39.  
NOTE: Yardmen only.

### **WEST FRANKFORT**

**General switching limits:**

North: Team track Cambon.  
South: Main track switch Horton.  
East: Campbell Yard.  
NOTE: Yardmen only.

### **ZIEGLER**

**General switching limits:**

West: Royalton Mine,  
East and North: Combined with Christopher limits.  
NOTE: Yardmen only.

### **CHRISTOPHER**

**General switching limits:**

North: 2000 feet north of north main track switch.  
South: 200 feet north of Big Muddy Bridge.  
NOTE: Yardmen only.

### **SESSER**

**General switching limits:**

North: Yard limit hoard, 2074 feet north of M. P. 152.  
South: First highway crossing south of Valier Mine.  
NOTE: Yardmen only.

## **VIRDEN**

### **General switching limits:**

North: Yard limit board, 1198 feet north of M. P. 38.

South: South main track crossover.

West: Switch connecting C. & N. W. transfer track with main and passing track near C. & N. W. depot.

NOTE: Yardmen only.

## **OTTUMWA DIVISION DES MOINES**

### **General switching limits:**

Cainsville line: West Des Moines Union Junction switch.

Albaltine: East switch of team track at 11th Street, East Des Moines.

### **Industrial switching limits:**

Aibia line: Des Moines Electric Company and Sand Spur near M. P. 64.

Cainsville line: Enameled Pressed Brick Company near M. P. 1.5.

## **CHARITON**

### **General switching limits:**

West: West switch of eastbound passing track.

East: Produce Company switch 11th Street.

South: South wye switch.

### **Pulling and pushing limits:**

South: 3000 feet south of south wye switch.

### **Industrial switching limits:**

South: Pumping plant and reservoir 4000 feet south of south wye switch.

## **OTTUMWA**

### **General switching limits:**

East: East switch of yard connection with eastward main track.

West: Milwaukee crossing.

### **Pulling and pushing limits:**

East: 2000 feet east of east switch of yard connection with eastward main track.

### **Industrial switching limits:**

West: Wapeio Bldg. Company switch near M. P. 281.

## **BURLINGTON**

### **General switching limits:**

East: Mississippi River Bridge draw.

West: Pickle works track nest Mt. Pleasant Street.

South: Junction switch to Hannibal division.

**Pulling and pushing limits:**

South: 3000 feet south of Junction switch, Hannibal division.

**Industrial switching limits:**

North: Shower Bros. switch near M. P. 2.

NOTE: Present agreement to handle company business between Burlington and W. Burlington to continue.

**WEST BURLINGTON**

General switching limits:

East: To and including spur track to Chicago Tramrail Co.

West: West switch of westbound passing track.

**MONMOUTH**

General switching limits:

East: Switch connection to M&StL transfer, approximately M. P. 178.30.

West: Switches to center siding, approximately M. P. 180.35.

North: M. P. 190.68.

South: M. P. 188.41.

**CRESTON DIVISION  
CRESTON**

**General switching limits:**

East: East switch of east crossover.

West and South: Summer Avenue.

Cumberland Branch: North wye switch.

**Pulling and pushing limits:**

West: 500 feet west of Summer Avenue.

**Industrial switching limits:**

West: Waterworks switch near M. P. 395.

Cumberland Branch: Miller Feed Yards.

East: Stock Yards.

:Road men on ice harvest.

**RED OAK**

**General switching limits:**

East: East switch of east passing track.

West: West switch of west passing track.

South: Incline switch.

North: Switch leading to Farmers Mercantile Company plant at approximately M. P. 1.60.

**PACIFIC JUNCTION**

**General switching limits:**

East: East switch of east crossover.

West: West switch of northwest wye.

North: Northeast wye switch.

South: South switch of passing track.

**Pulling end pushing limits:**

East: Marker post, 250 feet east of east crossover switch.

South: Yard limit board just north of Keg Creek bridge.

North: Yard limit board 250 feet north of Pony Creek bridge.

**COUNCIL BLUFFS**

**General switching limits:**

South: South switch of elevator track.

West: West wye switch at U. P. Transfer.

**Industrial switching limits:**

South: Bridge at M. P. 488.00.

**CENTERVILLE DIVISION**

**CENTERVILLE**

**General switching limits:**

East: East yard track connection with main track.

West: West switch of team track Drake Avenue.

**Industrial switching limits:**

East: Dewey Mine near M. P. 88.

West: Relay Mine near M. P. 91.

**EAST HANNIBAL DIVISION**

**HANNIBAL**

**General switching limits:**

South: South crossover switch at entrance to yard near M. P. 118.

North: North switch of east passing track.

West: Lindell Avenue.

**Pulling end pushing limits:**

South: Yard limit board 3227 feet south of M. P. 118.

North: Rome semaphore north of Wabash crossing.

**Industrial switching limits:**

North: Quarry track switch near M. P. 122.

West: Standard Oil Company, Oakwood

South: Cement Plant, IIsaco.

**KEOKUK**

**General switching limits:**

South: Keokuk Electra Metals Company switch.

North: North switch of Mill and Levee tracks near

M. P. 178.

**Pulling and pushing limits:**

North: Yard limit board near M. P. 179.

South: Yard Limit board near M. P. 176

Mt. Pleasant Line: 200 feet west of Tenth Street.

**Industrial switching limits:**

North: Lake Cooper Ice track near M. P. 180.  
Mt. Pleasant Line: Moar Powder Works (For Switchmen only).  
\*Road men on ice harvest.

**FT. MADISON****General switching limits:**

South: South switch of storage track near M. P. 200.  
North: Waterworks switch near M.P. 203.  
Batavia line: Yard limit board at Geo. A. Shurk track near M. P. 1.

**Industrial switching limits:**

South: Gravel track near M. P. 198.  
North: Ice track near M. P. 205.

**Pulling and pushing limits:**

North: Yard limit board near M.P. 203.  
Batavia line: Yard limit board west of M. P. 1.

**WEST HANNIBAL DIVISION  
BROOKFIELD****General switching limits:**

East: East switch of yard connection with main track.  
West: West crossover switch just west of the roundhouse.

**Pulling and pushing limits:**

East: The semaphore governing the entrance to the yard near M. P. 103.  
West: When stopped near west crossover switch west of roundhouse.

**Industrial switching limits:**

East: Yard limit board just east of Yellow Creek.  
West: Handle earn to or from Needles when set out to store at that point account congestion in Brookfield Yard.

**ST. JOSEPH DIVISION  
ST. JOSEPH****General switching limits:**

South: To and including spur track to serve Benton Feed Co. 250 feet south of M. P. 58.  
East: Freight connection with passenger line near 11th Street.  
North: C. G. W. switch (including pass. yard),

**Pulling and pushing limits:**

South: When stopped at home signal south of Tower 58.  
North: Yard limit board 2937 feet north of C.G. W. connection Francis Street.

East: Freight connection switch just east of 11th Street.  
Chariton Branch: Yard limit board 1370 feet east of  
Arnold Spur.

**Industrial switching limits:**

Chariton Branch: Arnold Spur M. P. 141.65.  
East: Excello Mill 22nd Street.

**ST. LOUIS TERMINALS  
NORTH ST. LOUIS**

**General switching limits:**

North: The yard connection switch near M. P. 8.

**Pulling and pushing limits:**

North: Yard limit board 1139 feet north of M. P. 8.

**Industrial and Interchange switching limits;**

The north yard connection with M. K. & T. yard near  
Baden.

**EAST ST. LOUIS**

**General switching limits:**

North: Bridge Junction.  
East: Terminal Crossing Relay,

**Industrial switching limits:**

National Stock Yards and other designated interchange  
points.

**KANSAS CITY TERMINALS  
KANSAS CITY**

**General switching limits:**

East: To and including stub end of industry lead, former Q. O. & K. C. main line. approximately 2300  
ft. east of switch leading to Read Mfg. Co.

North: Switch at entrance to yard at Block 4.

**Pulling and pushing limit:**

East: When stopped at Block 223.  
North: When stopped at Block 4.

**OMAHA DIVISION  
OMAHA**

**General switching limits:**

East: East yard switch Gibson.  
West: Bridge 19.20 near Peters Mill,

NOTE: Includes the right to handle mail or express  
and empty can to or from U. P. Transfer.

**Pulling and pushing limits:**

East: East yard limit board just east of rendering works  
switch near East Albright.



**Industrial switching limits:**

East: Yard limit board just east of rendering works switch near East Albright.

West: Crossover switch near L Street depot.

*NOTE:* The only reason for requiring Omaha switch crews to go beyond Peters Mill is to turn passenger equipment on wye and make delivery of perishable freight, live stock, and Omaha to South Omaha merchandise car.

**SOUTH OMAHA****General switching limits:**

East: East wye switch.

West: West yard switch and south to connect with Union Stock Yards Company track near viaduct lower yard.

**Pulling and pushing limits:**

East: Bridge 19.20 near Peters Mill.

West: West yard limit board.

South: South interchange switch.

**Industrial switching limits:**

West: West passing track switch Ralston.

South on Ft. Crook line: All industries on joint track between South Omaha and Gilmore including all tracks at Ft. Crook.

*NOTE:* For yardmen only—includes on one run the house track switch Lap latté (East switch) and West house track switch Bellevue including all intermediate points.

**PLATTSMOUTH****For Switchmen only.****General switching limits:**

East: West end Missouri River Bridge.

West: Water Works switch.

*NOTE:* Includes handling of care to and from Pacific Junction.

**Pulling and pushing limits:**

East: Pacific Junction.

West: West yard limit board at M. P. 7.

**Industrial switching limits:**

East: Bridge switch east of Missouri River Bridge.

West: Water Works track.

**ASHLAND****General switching limits:**

East on Louisville line: East wye switch.

East on Omaha line: East wye switch.

North: North passing track switch.

West on main line: West yard switch on main line.

West on Schuyler line: Junction switch on Schuyler line near roundhouse.

**Pulling and pushing limits:**

East on Omaha line: East yard limit board at M. P. 46.50.  
East on Louisville line: East yard limit board one mile east of Ashland passenger station.  
North: North yard limit board on Sioux City line 2500 feet north of DLD crossing.

West on main line: West yard limit board at M. P.37.25.  
West on Schuyler line: Yard limit board 600 feet north of DLD crossing.

**Industrial switching limits:**

East on Omaha line's Lyman Richey sand pit switch east of Platte River Bridge.  
North: Rifle range tracks switch on Sioux City line.  
West on Schuyler Line: Swifts' Ice house switch.

**HAVELOCK**

**General switching limits:**

East: East main line switch.  
West: West main line switch.

**Industrial switching limits:**

West: Beecher's spur.  
NOTE: Present agreement for Havelock yard engines to handle company business between Havelock and Lincoln to be continued.

**LINCOLN DIVISION  
LINCOLN**

**General switching limits:**

East: 17th Street.  
West on passenger line: Salt Creek Bridge.  
North on passenger line: Columbus line Junction switch.  
North on freight line: Switch entering freight yard.  
West on freight line: Switch entering freight yard.  
South on Table Rock Line: South wye switch.

**Pulling and pushing limits:**

East: East yard limit board 380 feet east of M. P. 58.  
West on Ravenna line: Yard limit board 1380 feet east of M.P.5.  
West on line Cushman to Cobb: Yard limit board 4000 ft. west of Cushman Junction switch.  
North on Columbus line: Yard limit board 500 feet east of M.P. 2.  
South on Table Rock line: Junction switch at Lancaster.

**Industrial switching limits:**

East: State Fair Grounds and Including Rock Island transfer track between 11th and 14th Sts.  
NOTE: The agreement now in effect that Lincoln yard engines will handle company business between Lincoln and Havelock to be continued.

West on passenger line: Yankeo Hill brick yard switch.  
North on Ravenna passenger line: West or north switch at Cushman.  
North on Columbus line: Spur located 1800 feet west of N. P. 2.  
South on Nebraska City line: Penitentiary switch.

### **HASTINGS**

#### **General switching limits:**

East: East lead switch to passenger yard.  
West: West lead switch.  
South on Lester line: South wye switch.

#### **Pulling end pushing limits:**

East: East yard limit board 2500 feet east of M. P. 156.  
West: West yard limit board at M. P. 158.  
South on Lester line: Yard limit board 3000 feet, south of M. P.1.  
North on Aurora line: Yard limit board 50 feet east of M.P.27.

#### **Industrial switching limits:**

East: Spur leading into Kiecikhoffer Container Corporation at approximately M. P. 151.74.  
South on Lester line: Brick yard switch.

### **AURORA**

#### **General switching limits:**

East: Main line switch near depot.  
West: West passing track switch.  
South: South wye switch.  
North: Junction with Burwell line.

#### **Pulling and pushing limits:**

East: M. P. 76.  
West: Yard limit board 865 feet east of M.P. 80  
North: Yard limit board 1410 feet north of M. P. 1  
South: Yard limit board 780 feet west of M. P. 1.

### **RAVENNA**

#### **General switching limits:**

East: East switch  
West: West power switch, M. P. 128.30.

#### **Pulling and pushing limits:**

East: M. P. 126.  
West: M. P. 129.

### **GRAND ISLAND**

#### **General switching limits:**

East: Switch of lead to Belt line.  
West: West passing track switch.  
NOTE: Include Belt line.

#### **Industrial switching limits:**

East: Power Plant at west end Platte River Bridge.  
West: Soldiers' Home.

**WYMORE DIVISION  
NEBRASKA CITY**

**General switching limits:**

East: East yard switch east of passenger station.  
West: West yard switch leading into packing house.

**Pulling and pushing limits:**

East: West end Missouri River Bridge on Payne line.  
South: 5000 feet south of Nemaha Junction switch on Nemaha line.  
West: Yard limit board 1065 feet west of M. P. 7.

**Industrial switching limits:**

East: Crosby sand spur.  
West: West switch to packing house.

**WYMORE**

**General switching limits:**

East: East lead switch.  
West: West lead switch,  
North on Crete line: North wye switch.

**Pulling and pushing limits:**

East: Yard limit board 150 feet east of bridge 86.28.  
West: Yard limit board near Bridge 88.27.  
North on Crete line: Yard limit board 607 feet north of wye switch.

**Industrial switching limits:**

East: Davis Stone Quarry.  
North on Crete line: Black Brothers Mill.  
West: Dawson Stock Yards at about M. P. 88.75.

**BEATRICE**

**General switching limits:**

East: 6th Street.  
North: North yard switch.  
South: Junction switch with Nemaha line

**Industrial switching limits:**

East: Rock Island crossing.  
South: Heffelfinger feed yard switch.

**SUPERIOR**

**General switching limits:**

East: East wye switch.  
West: West house track switch.

**Industrial switching limits:**

West Cement plant switch.

**McCOOK DIVISION  
RED CLOUD**

**General switching limits:**

East: East main line switch.

West: West main line switch.

**Pulling and pushing limits:**

East: Yard limit board 1652 feet east of east switch.

West: Yard limit board 2937 feet west of west switch.

**HOLDREGE**

**General switching limits:**

East: East main line switch.

West: West main line switch.

North: North wye switch on Sterling line,

**Pulling and pushing limits:**

East: East yard limit board 3432 feet east of east yard switch.

West: Yard limit board 1584 feet west of west passing track switch,

North: Yard limit board 2500 feet north of north wye switch on Sterling line.

**OXFORD**

**General switching limits:**

East: East main line switch.

West: West main line switch.

**Pulling and pushing limits:**

East: Yard limit board 1280 feet east of east main line switch.

West: Yard limit board 2000 feet west of west main line switch.

**McCOOK**

**General switching limits:**

East: East lead switch.

West: Ice house switch.

**Pulling and pushing limits:**

East: East yard limit board 2013 feet east of east switch.

West: West yard limit board 4168 feet west of west ice house track switch.

**Industrial switching limit:**

West: 1500 feet west of west brick yard switch, including McCook Provisions Co.

**AKRON**

**General switching limits:**

East: East lead switch.

West: West sand unloading track switch.

**Pulling and pushing limits:**

East: East yard limit board 1155 feet east of east switch.  
West: West yard limit board 2000 feet west of west switch.

**BRUSH**

**General switching limits:**

East: East coal track switch east of coal chute.  
West: West lead switch.  
North: North yard switch including sugar factory.

**Pulling and pushing limits:**

East: East yard limit board 437 feet east of Alfalfa mill switch.  
West: West yard limit board 1275 feet west of west yard switch,  
North: North yard limit board on Sterling line.

**Industrial switching limits:**

East: Alfalfa mill switch.

**DENVER**

**General switching limits:**

East: East stock yard switch near Riverside cemetery.  
North: Utah Junction.

**Pulling and pushing limits:**

East: M. P. 539.

**Industrial switching limits:**

East: West switch at Derby, located at approximately M. P. 535.9.

**LAFAYETTE**

Present operations to continue.

**ALLIANCE DIVISION  
EDGEMONT**

**General switching limits:**

East: East yard switch.  
West: West storage track switch west of Cheyenne River.

North: North wye switch.

**Pulling and pushing limits:**

East: East yard limit board 4752 feet east of east switch.  
West: West yard limit board 1980 feet west of west switch river storage track.  
North: North yard limit board 2771 feet north of north wye switch.

**ALLIANCE**

**General switching limits:**

East: To and including east switch to Track No. 115 at M. P. 363.25.

West: 1175 feet west of west wye switch.  
South: South wye switch.

**Pulling pushing limits:**

East: M. P. 363.  
West: M. P. 367.  
South: M. P. 1.

**SENECA**

General switching limits:

East: East switch.  
West: West switch.

**Pulling and pushing limits:**

East: M. P. 250.  
West: M. P. 259.

**SHERIDAN DIVISION  
GILLETTE**

**General switching limits:**

East: East main line switch.  
West: West main line switch.

**Pulling and pushing limits:**

East: East yard limit board 2145 feet east of east switch.  
West: West yard limit board 3180 feet west of west  
switch.

**SHERIDAN**

**General switching limits:**

East: Main line switch leading to sugar factory and  
Denio mill and including those industries.

West: Crossover switch east of west yard limit board,  
which is located 1685 feet west of crossover switch.

NOTE: This does not affect use of yard helpers on mine  
runs

**Pulling and pushing limits:**

East: 4375 feet east of east main line switch near First  
Street.  
West: Yard limit board 1685 feet west of crossover  
switch.

**CASPER DIVISION  
CASPER**

**General switching limits:**

East: East stock yards switch.  
West: West switch west of M. P. 203.

**Industrial switching limits:**

East: East passing track switch at Brookhurst.  
West: Mammoth Oil Company switch.

### **BONNEVILLE**

**General switching limits:**

East: C. & N. W. Junction switch including designated C. & N. W. interchange tracks.

West: West yard switch.

**Pulling and pushing limits:**

East: First curve east of Bad Water Bridge just east of depot.

West: West yard limit board about one-half mile west of west yard switch.

### **KIRBY**

**General switching limits:**

East: East main line switch.

West: West main line switch, including tracks leading to Crosby and Gebo mines.

NOTE: Yardmen only.

### **GREYBULL**

**General switching limits:**

East: East main line switch.

West: West main line switch.

**Pulling and pushing limits:**

East: East yard limit board, east end of Greybull river bridge.

West: West yard limit board one and one-half miles west of west switch.

### **STERLING DIVISION GUERNSEY**

**General switching limits:**

East: East yard switch.

West: West yard switch including Porter yard.

**Pulling and pushing limits:**

West: West yard limit board about 300 feet west of stone quarry.

East: Storage track switch at gravel pit.

**Industrial switching limits:**

West: Stone quarry switch.

East: Gravel pit.

### **SCOTTSBLUFF**

**General switching limits:**

East: Last wye switch.

West: Marker Located approximately one-fourth mile west of M. P. 32.

**Industrial switching limits:**

East: Storage cars on beet spur to M. P. 1.



## BRIDGEPORT

### General switching limits:

North: North switch Northport yard.  
South: South switch Bridgeport yard.  
West: West passing track switch Northport.

### Industrial switching limits:

South: Guthrie spur one-fourth mile south of Bridgeport.  
North: Kemp Beet Dump switch.

## STERLING

### General switching limits:

South: Sugar Factory switch on U. P. main line.  
North: North switch Sterling yard.  
West: Shell Oil Company switch at approximately

M. P. 231.26,

East: Electric light plant on Holdrege line.

### Industrial switching limits:

East: Riverview beet spur one-half mile east of east yard limit board on Holdrege line, which is at west end of Platte River bridge.

For the Brotherhood of  
Locomotive Engineers:

(Signed)

J. A. LEVERINGTON,  
General Chairman  
A.J. SEELMAN,  
Ceo. Sec'y and Treas.

For the Brotherhood of  
Locomotive Firemen and  
Enginemen:

M. LARSON,  
General Chairman.

H. A. HUSTED,  
Secretary, Treasurer,

For the Order of Railway  
Conductors:

H.L. SMITH,  
General Chairman.

F. A. MALOY,  
General Secretary.  
For the Brotherhood of  
Railroad Trainmen:

F. S. BARNES,  
General Chairman.

T. C. CHALMERS,  
General Secretary.

For the Chicago, Burlington  
I and Quincy Railroad  
Co.:

W. F. THIEHOFF,  
Gen. Mgr., Lines East.  
E. FLYNN,  
Gen. Mgr., Lines West.

## **MEDIATION AGREEMENT**

It is mutually agreed that the dispute, National Mediation Board Case A-547 jointly submitted to mediation by representatives of the Chicago, Burlington and Quincy Railroad Company, and The Brotherhood of Railroad Trainmen, representing road trainmen and yardmen of the carrier, is hereby disposed of as follows:

### **Article I**

Except as hereinafter provided in this agreement, the following shall be considered yard work at points enumerated in Groups 1, 2, 3 and 4 yards, shall be handled by yardmen, and shall be compensated for at not less than yard rates:

- (a) The switching of all freight and passenger equipment operating exclusively within the general switching limits;
- (b) The transfer of all freight and passenger equipment operating exclusively within the general switching limits;
- (c) The handling of all construction, maintenance of way, work and milk trains operating exclusively within the general switching limits;
- (d) All pilot service required for yardmen operating exclusively within the general switching limits.

### **GROUP 1 YARDS**

(e) Not less than three yard assignments (one on each shift) will be worked in continuous service in the following yards, seven (7) days per week, except as otherwise shown:

Chicago  
Aurora-Ebola-Montgomery  
Galesburg  
Peoria (see note below)  
Quincy  
Savanna  
LaCrosse-North LaCrosse  
Daytons Bluff-St. Paul  
Beardstown (see note below)  
Ottumwa (see note below)  
Burlington-West Burlington  
Creston  
Council Bluffs

(continued)

**Group 1 Yards—(continued)**

St. Joseph  
North St. Louis (see note below)  
East St. Louis (see note below)  
Kansas City-Murray  
Omaha-Gibson  
Lincoln  
Denver  
Alliance

NOTE: One of the three yard assignments may be reduced to work six days per week.

(c-1) Not less than three yard assignments not necessarily in continuous service will be worked seven (7) days per week, except as otherwise shown at — Hannibalt (two seven days, one six days per week),

(c.2) Not less than three yard and/or transfer assignments not necessarily in continuous service<sup>1</sup> will be worked seven (7) days per week, except as otherwise shown at —

Davenport-Rock Island (yard and/or transfer  
Moline-Barstow service; 1 seven days per  
week, two six days per  
week).

**GROUP 2 YARDS**

(1) Not less than two yard assignments (one each on two shifts) will be worked in continuous or non-continuous service in the following yards, seven (7) days per week, except as otherwise shown:

Mendota  
Centralia  
Des Moines (see note below)  
Pacific Junction  
Keokuk (see note below)  
Brookfield, Mo.  
South Omaha  
Hastings, Nebr.  
McCook  
Sheridan  
Casper

NOTE: One of the two yard assignments may be reduced to work six days per week.

**GROUP 3 YARDS**

(g) Not less than one yard assignment will be worked six (6) days per week in the following yards, except as otherwise shown:

- Kewanee
- Rockford
- Rock Falls-Sterling
- Ottawa
- LaSalle-Peru
- Strestor
- Clinton
- Herrin Junction
- West Frankfort
- Christopher-Ziegler
- Monmouth
- Chariton
- Red Oak
- Fort Madison
- Aurora, Nobr.
- Ravenna
- Wymore
- Beatrice
- Greybull
- Edgemont (see note below)
- Sterling1 Cob. (see note below)

NOTE: The one yard assignment will be worked seven (7) days per week.

**GROUP 4 YARDS**

(h) Not less than one yard assignment will be worked in the following yards during the periods set forth below and at such other times as there is sufficient yard work to justify the assignment of a yard crew:

- Centerville: (6 days per week, 6 months each year within the period September 1st to March 31st, inclusive)
- Havelock: (On days when car shops operate)
- Guernsey: (6 days per week 4 months each year within the period August 1st to December 31<sup>st</sup>, inclusive)
- Bridgeport: (6 days per week, 3 months each year within the period September 1st to December 31st, inclusive)
- Gillette A Yard assignment will be
- Akron worked in any one of these
- Superior yards when there is sufficient
- Seneca work to justify it.

(continued)

(l) Holidays: in Group 3 and 4 yards, except at Wymore, Strestor, Edemont and Sterling, (Colorado) a 6 day week engine assignment will not require that yard crews be worked on the following holidays when road men are not required to perform the work of yard crews on such holidays during hours usually assigned to other days. Fourth of July, Thanksgiving, Christmas. and New Year's Day, (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday.)

(j) In Group 1, 2, 3 and 4 yards, the number of yard assignments worked may be Increased or decreased by the management without restrictions but a reduction below the minimum number of assignments specified for each yard in each of these groups will not be made except by agreement. Such agreement will be based on a joint check to be made promptly on the management's request by the Superintendent and the General Chairman, or their duly authorized representatives. In making such check consideration will be given to the amount and character of yard service to be performed on the shift or shifts involved, as well as such work performed during the period no yard crew is assigned.

(k) **Tabulated Runs:** It is understood that this agreement makes no change in the tabulated run-on which yard or other established rates are now paid to roadmen under rules 24, 27 and 28 of the road men's agreement, and other assignments covered by agreements, as follows:—

Macomb-Bushnell  
Herrin-Metropolis  
Brush-Fort Morgan-Bijou  
Scottsbluff  
Deadwood-Lead

### **Article 2**

(a) Road men shall have the right to man construction maintenance of way and work trains which are operated partly within general switching limits and partly on read territory adjacent thereto, except when more than one crew is needed for this service that works both inside and outside of the general switching limits, the service will be segregated when practical operation permits, and the work proportioned or divided between the road and yard crews.

### **Article 3**

(a) Road men shall have the right to man all revenue passenger trains operated partially or entirely within the general switching limit

(continued)

(b) Suburban and Nifa race track passenger service: At Chicago road passenger trainmen on suburban and Nifa race track trains may be required to handle their own trains and engines to and from stations and yards and engines to and from engine tracks. At Aurora, Illinois, road passenger trainmen on suburban trains turning at that point, may take their own engines to and from passenger station and turntable near station.

Road men on Nifa race track trains running through Aurora to Nifa may on arrival cut off engine, return to Aurom for water, turn same and return to Nifa, then return from Nifa to Chicago. This section of this Article will not be construed to discontinue the use of yardmen in handling equipment and engines of suburban trains at Chicago, except as such "handling" is included in work as described in this section.

(c) **Other Than Suburban Passenger Service:** At points where yardmen are employed and are at the time on duty, road passenger men, except passenger trainmen in suburban and Nifa race track service as referred to in section (b) of this Article, will not be required to handle trains or engines-motor cars to or from yards and depot, nor to pick up or set out cars. This work will also be performed by a yardman at Hannibal and Des Moines during periods yard crews are not on duty.

In groups 1, 2, 3 and 4 yards when yard crew is not on duty or service is not performed by yardmen passenger trainmen may be required to perform switching of and/or handle their own trains or motor cars to or from yards and depot, and they will be compensated for such service on the minute basis with a minimum of thirty minutes at the pro rate yard rate independent of the road trip. A straight pick-up or set-out does not constitute switching.

NOTE: Payments to be made independent of other time and not absorbable.

Turning train and engine on either inbound or outbound trip by heading around leg of wye and backing into or out of station, whether yard crew is or is not on duty, will not constitute switching.

Handling or changing of their own road engine by passenger trainmen when yard crew is not on duty will be paid for on the basis of Rule 14 of the road trainmen's agreement.

#### **Article 4**

#### **SWITCHING AT TERMINALS IN GROUP 1 YARDS**

In Group 1 yards road men may perform the following switch moves without payment accruing to yardmen:

(a) **Initial terminal outbound:**

(continued)

On mixed trains (QO&KC) operating with Quincy as their final terminal, road men may be required to leave their passenger equipment at passenger station and then move with freight cars to the freight yard

**4. Trips Union Stock Yards, Chicago:** Road men of inbound trains may be required to make trips to Union Stock Yards at Chicago with stock and packing house products from Hawthorne which have come in on trains that morning, and bring waycar and empty stock cars back to Hawthorne.

**Trips National Stock Yards, East St. Louis:** Road men of inbound trains may be required to make trips to the National Stock Yards at East St. Louis, Illinois, with stock, and bring waycar back to East St. Louis train yard.

(c) When switching is required of road men as provided for in section (a) paragraph 2 of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of three sixteenths of the daily yard rate, independent of the road trip.

If switching is required of road men in Group 1 yards other than as provided for in this Article, except as heretofore provided for in Article 3, section (c) and except as hereinafter provided for in cases of emergency in Article 9, the road men required to perform such yard service will be paid a minimum of two and one-half (2 1/2) hours at yard rate, independent of the road trip, and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

#### Article 5

#### **SWITCHING AT TERMINALS IN GROUP 2 YARDS**

In Group 2 yards, road men may perform the following switch moves without payment accruing to yardmen, except as provided in the third paragraph of section (c) of this Article:

(a) Initial terminal, outbound;

1. Doubling over as provided for in Article 4, section (a), paragraph 1.
2. Setting out bad order and/or no-bill cars as provided for in Article 4, section (a), paragraph 2.
3. When yard crew is not on duty, road men may be required to perform necessary switching in connection

with making up their own train, which includes the assembling of all cars to be moved forward in their own train which were not ready to be moved when the yard crew went off duty.

4. Road men of mixed or way freight trains carrying passengers and operating with Hastings, Nebraska, as their initial terminal may be required on outbound trip to move from passenger yard and/or station to designated yard track with passenger equipment, stop there and make one pick-up of freight cars, together to be moved forward in their trains.

At Keokuk, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph, when yard crew is not on duty.

**(b) Final terminal, inbound:**

1. Doubling over as provided for in Article 4, section (b), paragraph 1.

2. When yard crew is not on duty road men may be required to place cars from their own train containing live stock, perishable freight, merchandise, and an occasional rush car of other commodity for delivery to connecting line or lines, or for unloading.

3. Road men on inbound trains may be required to make one setout between the general switching limits and the entrance to yard receiving track, as follows:

Des Moines: When yard crew is not on duty one setout of cars together may be made by No. 81 at Iowa transfer track for connecting lines and for industries on tracks of the Des Moines Union Railroad. When No. 81 is not run on Sunday this applies to the extra train handling No. 81's connection,

4. Road men of mixed or way freight trains carrying passengers and operating with Hastings, Nebraska, as their final terminal may be required to make one setout of freight cars together in their train on designated yard track, and then move with passenger equipment and/or waycar to the passenger yard and/or station.

At Keokuk, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph, when yard crew is not on duty.

(c) When switching is required of road men as provided for in section (a), paragraphs 2 and 3, and section (b), paragraph 2 of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of three-sixteenths of the daily yard rate, independent of the road trip, and separately in each yard in which any such service is required.



If switching is required of road man in Group 2 yards other than as provided for in this Article, except as heretofore provided for in Article 3, section (c) and except as hereinafter provided for in cases of emergency in Article 9, road men required to perform such yard service will be paid a minimum of two and one-half (2 ½) hours at yard rate independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under Article 3, section (c), Article 5, section (a), paragraphs 2 and 3, and section (b), paragraph 2, and Article 8, section (f), in any one yard amounts to 4 hours or more within any spread of 10 hours or less when no yard crew is on duty, the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service performed will be paid a minimum day at yard rates.

#### Article 6

### **SWITCHING AT TERMINALS IN GROUP 3 YARDS**

In Group 3 yards road men may perform the following switch moves without payment accruing to yardmen, except as provided for in the third paragraph of section (c) of this Article:

**(a) Initial terminal, outbound:**

1. Doubling over as provided for in Article 4, section (a), paragraph 1,
2. Setting out bad order and/or no-bill cars as provided for in Article 4, section (a), paragraph 2.
3. When yard crew is not on duty, road men on trains other than way freight may be required to perform necessary switching in connection with making up their own trains, which includes the assembling of all cars to be moved forward in their own train which were not ready to be moved when yard crew went off duty.

Road men on way freight trains in addition to performing the service in the preceding paragraph may be required to give industries an occasional switch, or place occasional rush car to industries or interchanges of connecting lines which was not ready to be moved when yard crew went off duty.

4. Road men of mixed or way freight trains carrying passengers and operating with Sterling, Colorado, as their initial terminal may be required on outbound trip to move from passenger yard and/or station to designated

yard tracks with passenger equipment stop there and make one pick-up of freight cars together to be moved forward in their trains.

At Aurora, Nebraska, Chariton and Red Oak, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph when yard crew is not on duty.

(b.) Final terminal, inbound:

1. Doubling over as provided for in Article 4, section (b), paragraph 1.

2. When yard crew is not on duty road men on trains other than way freight may be required to place cars from their own train containing live stock, perishable freight, merchandise and an occasional rush car of other commodity for delivery to connecting line or lines, or for unloading.

Road men on way freight trains in addition to performing the service in the preceding paragraph may be required to give industries an occasional switch, or place occasional rush car to industries or interchanges of connecting lines, which was not ready to be moved when yard crew went off duty.

3. Road men on inbound trains may be required to make one setout between the general switching limits and the entrance to yard receiving track as follows:

Streator and Ottawa: One set—out of empties together in train at north yard.

4. Road men of mixed or way freight trains carrying Passengers and operating with Sterling, Colorado, as their initial terminal may be required to make one set-out of freight car together in their train on designated yard track, and then move with passenger equipment and/or waycar to the passenger yard and/or station,

At Aurora, Nebraska, Chariton and Red Oak, road men of mixed or way freight trains carrying passengers may be required to perform the same service as set forth in the preceding paragraph, when yard crew is not on duty.

(c) When switching is required of road men as provided for in section (a), paragraphs 2 and 3, and section (b), paragraph 2 of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of three-sixteenths of the daily yard rate, independent of the road trip, and separately in each yard in which any such service is required.

If switching is required of road men in Group 3 yards other than as provided for in this Article, except as heretofore provided for in Article 3, section (c) and except as

hereinafter provided for in cases of emergency in Article 9, road men required to perform such yard service will be paid a minimum of two and one-half (2 ½) hours at yard rate independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under Article 3, section (c), section (a), paragraphs 2 and 3, and section (b), paragraph 2, Article 6 and Article 8, section (f), in any one yard amounts to 4 hours or more within any spread of 10 hours or less when no yard crew is on duty, the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

#### **Article 7**

#### **SWITCHING AT TERMINALS IN GROUP 4 YARDS**

In Group 4 yards road men may perform the following switch moves without payment accruing to yardmen, except as provided for in the third paragraph of section (c) of this Article.

(a) Initial terminal outbound:

1. Doubling over as provided for in Article 4, section (a), paragraph 1.
2. Setting out bad order and/or no-bill can as provided for in Article 4, section (a), paragraph 2.
3. When yard crew is operated, but is not on duty, road men may be required to perform the switch moves provided for in Article 6, section (a.), paragraph 3.'

When yard crew is not operated road men on trains other than way freight may be required to perform necessary switching in connection with making up their own train, which includes the assembling of all cars to be moved forward in their own train, and in addition to the performance of such service, road men on way freight trains may be required to perform necessary station switching.

4. Road men of mixed or way freight trains carrying passengers and operating with Centerville as their initial terminal when yard crew is not on duty may be required on outbound trip to move from passenger yard and/or station to designated yard track with passenger equipment stop there and make one pickup of freight cars together to be moved forward in their trains.

(b) Final terminal, Inbound:

1. Doubling over as provided for In Article 4, section (b), paragraph 1. -
2. When yard crew is operated, but is not on duty, road men may be required to perform the switch moves provided for in Article 6, section (b), and paragraph 2.

When yard crew is not operated road men on trains other than way freight may be required to place cars from their own train containing live stock, perishable freight, merchandise and an occasional rush car of other commodity for delivery to connecting line or lines, or for unloading, and an addition to the performance of such service, road men on way freight trains may be required to perform necessary station switching. It is understood the station switching will be held to a minimum.

3. Road men of mixed or way freight trains carrying passengers and operating with Centerville as their final terminal when yard crew is not on duty may be required to make set-out of freight cars together in their train on, designated yard track, and then move with passenger equipment and/or waycar to the passenger yard and/or station.

(c) When switching is required of road men, as provided in section (a). paragraphs 2 and 3, and section (b), paragraph 2 or this Article, the road men performing the service will be paid on the minute basis with & minimum of one hour at the rate per hour of one-eighth of the daily yard rate, independent of the road trip, and separately in each yard in which any such service is required.

If switching is required of road men in Group 4 yards when yard engines operated, other than as provided for in this Article, except as heretofore provided for in Article 3, section (c) and except as hereinafter provided for in cases of emergency in Article 9, road men required to perform such yard service will be paid & minimum of two and one-half (2 1/2) hours at yard rate, independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under Article 3, section (c), Article 7, section (a), paragraphs 2 and 3, end section (b), paragraph 2 and Article 8, sections (f) end (g) in any one yard amounts to 4 hours or more

within any spread of 10 hours or less during period when yard crew is not on duty, the number of yardmen constituting a yard crew (extra, regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates. The provisions of this paragraph will not apply at Superior, Gillette, Akron and Seneca unless permanent yard service is established and the men used establish seniority in such yards.

## **Article 8**

### **SWITCHING IN INTERMEDIATE YARDS**

**(a) Assembling pick-ups In-group:** Yard crews will assemble cars to be picked up by road men at intermediate yards in groups to be set out at yards or stations between the points cars are picked up and final terminal of road men.

**(b) Maintaining groups when picking up:** Road men with trains grouped out of their terminals may be required while picking up cars enroute at intermediate yards or stations between terminals of their runs to maintain groups to be set out at intermediate yards or stations between terminals or turnaround points of their runs. When switching is necessary to maintain groups in picking up at intermediate yards, the yard crew if immediately available, will assist the road men in performing the switching, or if pick up goes on rear of train the yard crew, when on duty, will place or cut in the pickup.

**(c) Picking up and setting out:** Except at Omaha-Gibson, Kansas City, St. Joseph, North St. Louis, Hannibal, and Galesburg, road men at intermediate yards, not terminals of their own runs, in Groups 1, 2, 3 and 4 yards, when yard crews are either on or off duty, may be required when passing through such yards to make one set-out of cars together in their trains, and/or make one pick-up of cars together first out on one track and/or from such additional track or tracks necessary to hold balance of set-out or pick-up, when the designated setout or pick-up track is not of sufficient length to hold the set-out or pick-up. Compliance with section (b) of this article will not be considered a violation of the provisions of this Agreement requiring one pick-up of cars together first out on one track. When other than train yard tracks are designated as pick-up or set-out track, the local officers and the committee will meet and agree on tracks to be used.

In the application of the preceding paragraph, Murray, LaSalle, Peru, Davenport, Rock Island, Moline,

East Moline, Silvis Transfer, Watertown Spur, Barstow, Burlington, West Burlington, West Frankfort, Cambon, Herrin Junction, Freeman Storage Ziegler, Ziegler Junction, Christopher, Bridgeport, and Northport will be considered separate pick-up and set-out points.

Road men operating mixed trains with Peoria as a turning point may set out their freight equipment on inbound movement at train yard, and after moving to passenger station with passenger equipment on outbound movement may pick up Freight equipment at train yard.

Road men with stock for delivery at Montgomery or Aurora may be required to set out at one of the two points in addition to their other set-out within the Aurora-Eola-Montgomery yard.

At Kewanee road men on eastbound trains may set out and pick up at the east yard and the uptown yard.

At Red Oak road men on way freight trains from Griswold may be required to pick up and set out in the lower and upper yards, when no yard crew is on duty.

At Monmouth road men on way freight trains eastbound arriving from Burlington when no yard crew is on duty may be required to pick up and set out at the south yard and at the M&StL connection.

At South Omaha road men arriving when no yard crew is on duty with stock and other cars in their train to set out may be required to set out in not to exceed two of the following three locations: upper yard, lower yard, and lower yard transform.

At Red Oak, Monmouth and South Omaha the actual time consumed in making the second set-out and/or second pick-up will be counted under the provisions of the third paragraph of section (c) of Articles 5 and 8.

Due to unusual conditions at Red Oak and Bridgeport-Northport, the practice of moving car from one point to another point in these yards when making set-out and pick-up movements may be continued, and this exception will not apply in any other yard.

**(d) Setting out bad order and/or no-bill cars:**

When yard crew is not immediately available road men may be required to set out bad order and/or no-bill cars found in their pick—up or own train.

(e) Doubling over: When there is no track of sufficient length available to hold their train at intermediate yards road men may double over with that part of their train which the track will not hold.

**(f) Switching, Group 2 and 3 Intermediate yards:**

Road men passing through or turning at Group 2 and 3 yards not terminals of their runs when no yard crew in on duty may be required to place cars from their own train containing live stock, perishable freight, merchandise and an occasional rush car of other commodity for delivery to connecting line or lines, or for unloading, or pick-up cars containing the stock, perishable freight, merchandise, and no occasional rush car of other commodity to go forward in their own train independent of other pick-up or set-out movements provided for in section (c) of this Article.

**(g) Switching, Group 4 Intermediate yard:**

When card crew is operated but is not on duty, road men on other than way freight trains passing through or turning at Group 4 yards not terminals of their runs, may be required to perform the same service as set forth in section (f) of this Article.

When yard crew is operated but is not on duty, road men on way freight trains, in addition to performing the service provided in the preceding paragraph, may be required to give industries an occasional switch, or place occasional rush car to industries or interchanges of connecting lines which was not ready to be moved when yard crew went off duty.

When yard crew is not operated, road men on other than way freight train; may be required to perform the same service as provided for in the first paragraph of this section.

When yard crew is not operated, road men on way freight trains in addition to performing the services provided for in the preceding paragraphs of this section, may be required to perform necessary station switching.

**(h) Allowances:** When switching is required of road men as provided for in sections (f) and (g) of this Article, the road men performing the service will be paid on the minute basis with a minimum of one hour at the rate per hour of one-eighth of the daily yard rate, independent of the road trip, and separately in each yard in which any such service is required.

If intermediate switching is required of road men in Group 2 and 3 yards and in Group 4 yards when yard engine is operated other than as provided for in this Article except as heretofore provided for in Article 3, section (c), and except as hereinafter provided for in cases of emergency in Article 9, and Article 10, section (b) paragraph 1, road men required to perform such yard service will be paid a minimum of two and one-half (2 1/2) hours at yard rate, independent of the road trip and separately in each yard in which such service is required, and the number of yardmen constituting a yard crew (extra,

regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates.

If switching required of road men under section (c), Article 3, section (a), paragraphs 2 and 3 and section (b), paragraph 2 of Articles 5, 6, 7 and sections (f) and (g) of this Article amounts to 4 hours or more within any spread of 10 hours or less during period yard crew is not on duty, the number of yardmen constituting a yard crew (extra regular, or men cut off account reduction of force) available in each yard where such service is performed will be paid a minimum day at yard rates. The provisions of the paragraph will not apply at Superior, Gillette, Akron and Seneca unless permanent yard service is established and the men used establish seniority in such yards.

### **Article 9 SWITCHING IN EMERGENCIES**

**(a) Definition of emergency:** An emergency is defined for the purposes of this agreement as wreck, washout, derailment, accident, or any other unforeseen situation requiring immediate attention and service account life or property in jeopardy.

**(b) Performance of emergency switching:** At terminals, and in intermediate yards of road men in Groups 1, 2, 3 and 4 yards, road men may be required in emergencies to perform switching necessary for immediate relief.

**(c) Payment for emergency switching:** Groups 1, 2 and 3 yards: At terminal yards in Groups 1, 2 and 3, road men will be paid for emergency switching on the minute basis with a minimum of one (1) hour at three sixteenths of the daily yard rate independent of time of the road trip. This does not contemplate duplication of minimum payments when other switching is performed and paid.

**(d) Payment for emergency switching in Group 4 and Intermediate yards:** When emergency switching is required of road men at terminals and intermediate yards in Group 4 and intermediate yards in Groups 1, 2 and 3 they will be paid for such service on the minute basis with a minimum of one (1) hour at the yard pro rata rate. This does not contemplate duplication of minimum payments when other switching is performed and paid.

**(e)** No payments will accrue to yardmen account road men being used in emergency switching in either terminal or intermediate yards.



## Article 10

### BASIS FOR DETERMINING PAYMENT UNDER THIS AGREEMENT

#### (a) Switching time to be paid for:

**1. Initial terminals:** All time consumed from the time road men couple onto waycar or other cars and commence work, until all switching has been completed and train is coupled together.

EXAMPLE: Read men couple on to waycar or other car at 7:00 a.m., proceed to some point in yard, and are delayed there waiting for train to pass or move out of the way, and then commence switching at 7:15 a.m., switching completed and train coupled together at 7:40 a.m. The entire 40 minutes would be paid for.

**2. Final terminals:** All time consumed from time train arrives as shown on register until switching has been completed.

**3. Intermediate yards:** The actual time consumed in performing switching from the time switching is commenced until completed, exclusive at the set-out and/or pick-ups provided for in Article 8, section (c).

#### (b) Setting out and picking up:

1. Setting out and picking up on more than one track, except as otherwise provided for will constitute switching to be paid to the road men under the one hour arbitrary payment provisions of this agreement.

2. One pick-up of cars together, or set-out of cars together, permitted under Article 4, section (a), paragraph 3; Article 4, section (b), paragraphs 2 and 3; Article 5, section (a), paragraph 4; Article 5, section (b), paragraphs 3 and 4; Article 6, section (a), paragraph 4; Article 6, section (b), paragraphs 3 and 4; Article 7, section (a), paragraph 4; Article 7, section (b), paragraph 3; Article 8, section (c), will not constitute switching to be paid for under this agreement.

(c) Changing of waycars by road men when no yard crew is on duty will not constitute switching to be paid for under this agreement.

**(d) Doubling, shoving together, etc.:** Doubling over at initial and final terminals, and at intermediate yards, as provided for in this agreement, will not constitute switching to be paid for.

Shoving train together when it is cut because of crossings or crossovers, or when train is parted, will not constitute switching to be paid for under this agreement.

At initial terminals and intermediate yards when road engine with or without cars moves to permit yard crew to take off and/or add cars, such work will not constitute switching to be paid for.

When road men are required to perform switch moves as provided for in the following provisions; Article 5, section (a), paragraph 3; Article 5; section (b), paragraph 2; Article 6, section (a), paragraph 3; Article 6, section (b), paragraph 2; Article 7, section (a), paragraph 3; Article 7, section (b), paragraph 2; Article 8, sections (f) and (g), the replacing of cars disturbed thereby will not constitute switching.

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

EXAMPLE: A train made up on two tracks where one track of sufficient length is not available to hold the train, and yard crew figures in making up an 85 car train the track will hold 75 cars, and places 10 cars on the other track for the double-over, and it later develops that account of short earn that the one track will hold 77 instead of 75 cars, it will not be necessary to take two of the cars off of this double-over and place on other part of train.

**(e) Computing switching time under 4-hour provisions:**

In the application of the payment provisions contained in section (c) of Articles 5, 6 and 7, end section (h) of Article 8, in computing the time to be counted as switching in the 4-hour provisions for the payment of a day to yardmen, deduction may be made for waiting time during which no work is performed prior to commencing switching as shown in the following example:

EXAMPLE: Road men go on duty and couple on to waycar at 7:00 a. m. They then move to clear at some location in yard arriving there at 7:10 a. m.. and are delayed until 7:50 a. m. waiting for train to arrive. Road men then perform necessary switching and couple their train together at 8:20 a. m. Time waiting between 7:10 a. m. and 7:50 a. m. will be deducted.

**Article 11  
GENERAL PROVISIONS**

**(a) Short cars in station order:** At initial terminals in Groups 1, 2, 3 and 4 yards so far as practical short cars will be placed together on head end of outbound trains in station order.

**(h) Classifying trains enroute:** Road men will not be required to classify their trains enroute between terminals of their runs, except that in picking up cars at intermediate stations between terminals of their runs they may be required to maintain groups to be set out at intermediate yards or stations between terminals or turning points of their runs.

**(c) Switching at terminals or Intermediate yards:** Road men at terminals or intermediate yards in Groups 2 and 3, and in Group 4 when yard crews are operated, will not be required to perform switching service in connection with cars that had arrived prior to yard crew going off duty, when it is known such cars are for their own train; nor will they be required to perform switching service in connection with cars for their trains arriving at the point when it is known such train or trains are to arrive within 30 minutes of the regular tie-up time of yard crew, and it is also known such cars are to go forward in their train. This contemplates that yard crew will continue to work until all cars known to be ready to move are assembled.

**(d) Changes In mixed or way freight train service handling passengers:** If changes are made in mixed or way freight train service handling passengers and conditions are brought about similar to those covered in Articles 4, 5, 6 and 7, pertaining to the handling of mixed or way freight trains, such cases will be considered, and where necessary, agreements will be made to provide for the handling of such trains similar to those provisions of this agreement.

**(e) Extra work:** A sufficient number of yardmen will be employed to protect the regular and extra work. Arrangements for protection of extra work of yardmen and/or use of road men in yards will be made by local officer and trainmen's committee.

(f) In determining the yardmen available under the allowance provisions of Articles 4, 5, 6, 7 and 8, the yardmen will be taken in the following order: Extra man or men, senior man or men cut off account reduction in force, senior regular man or men.

NOTE: An employee is "available" within the meaning of this agreement when he is eligible for call under the Hours of Service Law, is at the point where needed and holds himself ready for call. Under the provisions of this note, men cut off account reduction in force, desiring to make themselves "available" for service, will notify the local officers and local chairmen in writing.

**(g) Present yardmen's and road men's schedule:**

All of the rules and provisions of the yardmen's and road men's schedules shall remain in full force and effect, except where the provisions thereof are contrary to and thereby superseded by the provisions of this agreement. Road men paid under this agreement will not be paid for the same yard service under Rules 14 and 34 of the road men's schedule.

Examples are attached hereto as Appendix "A" and are a part of this agreement.

This agreement shall become effective as of March 1st, 1939, and remain in effect until changed in accordance with the provisions of Section 6, Railway Labor Act.

Signed at Chicago, Illinois, the 4th day of February,

For the Employees:

O. F. RASMUSSEN  
General Chairman, B. of R. T.  
W.G. WOLF  
Vice Chairman, B. of R.T.  
T. F. DEVINE  
Secretary General Committee, B. of R. T.

APPROVED:

C. H. **SMITH**  
Vice President, B. of R.T.

WITNESS:

E. C. THOMPSON  
Mediator, National Mediation Board

For the Carrier:

H.J. HOGLUND  
Assistant to Exec. Vice President  
A.E. DAVIS  
Staff Officer, Exec. Vice President

APPROVED:

F.G. GURLEY  
Assistant Vice President (Operation)

## APPENDIX "A"

EXAMPLE 1. Initial terminal road switching. Final terminal yard switching, Initial terminal not one of yards in Groups 1, 2,3 or 4. Yard crews operated, but not on duty at final terminal.

### GROUP 2 OR 3 YARD FINAL TERMINAL

Road men on duty at initial terminal starts switching at 7:00 a.m.

Complete switching 7:30 a. m.

Arrives at final terminal 2:30 p. m.

Completes switching and is released at 3:00 p. m.

Allowance —100 miles pro rata road, 30 minutes switching 1/8 daily road rate, plus 1 hour at 3/16 daily yard rate at final terminal.

EXAMPLE 2. Initial terminal yard switching. Final terminal road switching.

Yard crews operated at initial terminal, but not on duty.

Final terminal not one of yards in Groups 1, 2, 3 or 4.

### GROUP 2 OR 3 YARD, INITIAL TERMINAL

Road men on duty at initial terminal start a switching at 7:00 a. m.

Completes switching at 7:30 a.m.

Arrives final terminal 2:30 p.m.

Starts and completes switching and is released at 3:00 p. m.

Allowance — 100 miles pro rata road rate. 1 hour at 3/16 daily yard rate at initial terminal, plus 30 minutes road switching at I/S daily road rate.

EXAMPLE: 3. Initial and final terminal. Road switching yards not in Groups 1, 2, 3 or 4. Intermediate yard: yard crew, operated in either Group 2, 3 or 4 yards, but not on duty.

Road men on duty at initial terminal starts switching 7:00 a.m.

Completes switching 7:30 a.m.

Arrives intermediate yard commences switching at 9:00 a.m.

Completes switching at 9:30 a. m.

Arrives final terminal 2:30 p.m ., starts switching on arrival, and completes switching and is released at 3:00 p.m.

Allowance — 100 miles at pro rata road rate, 30 minutes road switching at both initial and final terminals at 1/8 daily road rate plus 1 hour 1/8 daily yard rate for service at intermediate yard.

EXAMPLE 4. Initial terminal yard switching; (yard crews operated, but not on duty), and road overtime.

**GROUP 2 OR 3 YARD**

Road men on duty at initial terminal, and starts switching- at 7:00 a.m.

Completes switching at 1:30 a.m.

Arrives at final terminal, and released 3:30 p.m.

Allowance — 100 miles pro rata road rate, 30 minutes road overtime, 3/16 daily road rate, plus 1 hour at 3/16 daily yard rate.

EXAMPLE 5. Initial, intermediate yard, and final terminal yard switching (yard crews operated, but not on duty) and road overtime.

**GROUP 2 OR 3 YARD**

Road men on duty at initial terminal, and starts switching at 7:00 a.m.

Completes switching at 7:30 a.m.

Arrives intermediate yard, commences switching at 9:00 a.m.

Completes switching at 9:35 a.m.

Arrives final terminal 3:00 p. m.

Starts and completes switching, and is released at 3:30 p.m.

Allowance — 100 miles pro rata rate, 30 minutes road overtime 3/16 daily road rate, plus 1 hour at 3/16 daily yard rate at the initial terminal, plus 1 hour at 1/8 the daily yard rate at intermediate yard, and 1 hour at 3/10 the daily yard rate at the final terminal.

EXAMPLE 6. Initial terminal, yard crew operated and on duty. Final terminal yard crews operated, but not on duty.

**GROUP 2 OR 3 YARD**

Road men on duty at initial terminal 7:00 a.m.

Train made up by yard crew and departs 7:15 a.m.

Arrives final terminal at 2:00 p.m. Starts switching at 2:00 p.m.

Completes switching at 2:30 p.m.

Delayed and released at 3:00 p.m.

Allowance — 100 miles pro rats road rate; 1 hour final terminal at 1/8 daily road rate, plus 1 hour at 3/16 daily yard rate.

EXAMPLE 7. Initial terminal, Group 4 yard. Final terminal Group 2 or 3 yard. Yard crew operated, but not on duty.

Road men on duty at initial terminal starts switching at 7:00 a.m.

Completes switching at 7:30 a.m.

Arrives final terminal at 2:30 p.m.

Commences switching at 2:30 p.m., and completes switching at 3:00 p.m.

Allowance — 100 miles at pro rata road rate, 1 hour at 1/8 daily yard rate initial terminal, plus 1 hour at 3/16 daily yard rate at final terminal.

NOTE: If initial terminal in Group 2 or 3 yards, and final terminal in Group 4 yards the allowance would be 100 miles at pro rata road rate, 1 hour at 3/16 daily yard rate at initial terminal, and 1 hour at 1/8 the daily yard rate at final terminal.

EXAMPLE 3. Initial and final terminal yard switching (yard crews operated, but not on duty) and road overtime.

#### GROUP 2 or 3 YARD

Road men on duty at initial terminal 7:00 a.m.

Starts switching and completes same at 7:30 a.m.

Arrives final terminal, and released at 6:35 p.m.

Allowance — 100 miles at pro rata road rate, 1 hour at 3/16 daily yard rate (7:00 a.m. to 7:30 a.m.), 3 hours 35 minutes overtime at 3/16 of daily road rate per hour (overtime computed from 3:00 p.m.).

EXAMPLE 9. Initial and final terminal yard switching (yard crews operated, but not on duty) and road overtime.

#### GROUP 4 YARD

Road men on duty at initial terminal 7:00 a.m.

Starts switching and completes it at 7:30 a.m.

Arrives final terminal, and released 6:35 p.m.

Allowance — 100 miles at pro rata road rate, 1 hour at 1/8 daily yard rate (7:00 a.m. to 7:30 a.m.). 3 hours 35 minutes overtime at 3/16 daily road rate per hour (overtime computed from 3:00 p.m.)

EXAMPLE 10. Initial, intermediate yard, and final terminal switching, yard crew operated, but not on duty.

### **GROUP 2 OR 3 YARD**

Road men on duty, initial terminal, and starts switching at 7:00 a.m.

Completes switching 7:30 a.m.

Arrives intermediate yard, commences switching at 9:00 a.m.

Completes switching at 9:35 a.m.

Runs 125 miles, arrives final terminal at 4:30 p.m.

Starts switching at that time, and completes switching and released at 5:00 p.m.

Allowance — 125 miles pro rata road rate, 1 hour at 3/10 daily yard rate at initial terminal, plus 1 hour at 1/8 daily yard rate at intermediate yard, and 1 hour at 3/16 daily yard rate at final terminal.

EXAMPLE 11. Initial and final terminal yard switching, yard crew operated, but not on duty.

### **GROUP 4 YARD**

Road men on duty initial terminal 7:00 a.m., and starts switching and completes it at 7:30 am.

Runs 125 miles, arrives final terminal at 4:30 p.m.

Commences switching at that time, and completes same and released 5:00 p.m.

Allowance — 125 miles pro rats road rate, 1 hour 1/8 daily yard rate at initial terminal, plus 1 hour 1,8 daily yard rate at final terminal.

EXAMPLE 12. Initial and final terminal, yard switching crew not operated.

### **GROUP 4 YARD**

Road men on duty initial terminal 7:00 a.m., and starts switching and completes it at 7:30 am.

Runs 125 miles, arrives final terminal at 4:30 p.m.

Commences switching at that time, and completes same and released at 5:00 p.m.

Allowance — 125 miles pro rata road rate, 1 hour 1/8 daily yard rate at initial terminal, plus 1 hour 1/8 daily yard rate at final terminal.



## MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

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

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

### FOR THE ORGANIZATIONS:

C. H. ATKINS  
General Chairman, BLE  
O.F. LARSON  
General Chairman, BLE & E  
O. F. RASMUSSEN  
General Chairman, BRT  
T. F. DEVINE  
Secretary, BRT

### FOR THE RAILROAD COMPANY:

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

Chicago, Illinois, January 26, 1938.

**AGREEMENT BETWEEN THE  
CHICAGO, BURLINGTON & QUINCY RAILROAD  
COMPANY  
AND THE  
BROTHERHOOD OF RAILROAD TRAINMEN  
REPRESENTING YARDMEN, SWITCHTENDERS  
AND TRAINMEN**

It is understood that local agreements may be made between Division officers and local committees, subject to approval of Management and General Chairmen, to provide:

1. Extension of seniority rights for yardmen to two or more yards on a Division (or where it seems more practical to extend seniority to road service from date of agreement), preserving prior rights in the yard in which now employed.

2. For the exercise of seniority in another yard only in event of displacement caused by reduction in force and only on positions held by men employed after effective date of agreement.

NOTE: It is not intended that a yardman can give up an assignment in his prior rights yard in order to secure a preferred assignment in another yard.

3. Establishment of two seniority rosters; one for each yard and one for the enlarged territory.

4. No additional expense to the Company for deadheading or otherwise as a result of such agreements.

Signed at Chicago, Illinois, the 4th day of February, 1939.

FOR THE EMPLOYEES:

O.F. RASMUSSEN

GENERAL CHAIRMAN, B of R.T

W.G. WOLF

VICE CHAIRMAN, B of R.T.

T.F. DEVINE

SECRETARY, GENERAL COMMITTEE, B of R.T

FOR THE CARRIER:

H.J. HOGLUND

ASSISTANT TO EXEC, VICE PRESIDENT

A.E. DAVIS

STAFF OFFICER, EXEC VICE PRESIDENT

APPROVED:

C.H. SMITH

VICE PRESIDENT, B of R.T

WITNESS:

E.C. THOMPSON

MEDIATOR, NATIONAL MEDIATION BOARD

Memorandum of Understanding between the Chicago, Burlington and Quincy Railroad Company and the Brotherhood of Railroad Trainmen, representing Yardmen and Switchtenders, concerning the matter of transferring laid off yardmen.

When forces are reduced, yardmen who are laid off and who have notified the Superintendent in writing of their desire to be considered for temporary service on some other seniority district will, if practicable and they are available, be given preference before new men are employed. Yardmen who have not so notified the Superintendent will not be considered for service on another seniority district during the time laid off in reduction of force and their seniority rank and rights will not be affected on their home division by their failure to do so.

Laid off yardmen who accept temporary service on another seniority district will retain their seniority rank and rights on their home seniority district provided they return to service on their home seniority district promptly when notified their services are required. In event laid off yardmen who are given temporary employment on another seniority district desire to permanently transfer to such seniority district and they notify the Superintendent of the seniority district where then working, of such desire in writing within forty-five (45) days from date of first service thereon, they will forfeit all seniority rights on their former seniority district, taking rank on the district to which transferred from the first day's service on such district. If such written request is not made within forty-five (45) days, as provided herein, but is made subsequent thereto, they will forfeit rights on their former seniority district and establish new seniority rights and rank on the district on which working as of date such request is made.

It is understood each period in which service may be rendered off the home seniority district will be considered separately in the computation of the forty-five (45) day period provided herein, and the Company will be put to no additional expense for deadheading or otherwise as the result of this agreement.

This understanding is effective October 1, 1940. and will

remain in effect subject to cancellation by thirty (30) days' written notice of either party upon the other.

FOR THE BROTHERHOOD OF RAILROAD  
TRAINMEN:

O. F. RASMUSSEN  
General Chairman, B. of R. T.  
V. R. ROBERTS  
Vice Chairman, B. of R. T.  
T. F. DEVINE  
Secretary, B. of R. T.

FOR THE CHICAGO, BURLINGTON &  
QUINCY R.R. CO.:

H.J. HOGLUND  
Assistant to Executive Vice President

Chicago, Illinois  
August 19, 1940.

Creston, December 24, 1951

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

Dear Sir:

This will acknowledge your letter of December 19,  
file Y-7, Gen., reading:

"Referring to your letter of December 11 addressed to  
Mr. C. R. Craven, Local Chairman, Lodge No. 25, Beardstown,  
Illinois, will copy to me, having reference to the  
establishment of seniority as a yardman by a road trainman  
who elects to permanently transfer to yard service  
under the provisions of Rule 78(c).

"It was understood at the conference on December 18  
that Rule 78(c) will, by mutual interpretation, be constructed  
to mean that when a road trainman is temporarily  
assigned by the company to yard service such trainman  
will be permitted to establish seniority as a yardmen  
if he so elects as of the date he notifies the Management  
in writing that he wishes to relinquish his seniority in  
road service and establish seniority in yard service.

"If you concur in the foregoing and will so advise, necessary  
instructions will be issued so that transactions of this  
character will always be kindled in a uniform manner."

The foregoing is in line with the understanding we had  
at our conference on December 18, and this may be accepted  
as my concurrence therein.

Yours very truly,  
V. R. ROBERTS  
General Chairman, B. R. T.

**MEMORANDUM OF AGREEMENT**  
between the  
**BROTHERHOOD or LOCOMOTIVE ENGINEERS**  
**BROTHERHOOD OF LOCOMOTIVE FIREMEN**  
**AND ENGINEMEN**  
**ORDER OF RAILWAY CONDUCTORS**  
**BROTHERHOOD or RAILROAD TRAINMEN**  
and the  
**CHICAGO, BURLINGTON & QUINCY**  
**RAILROAD CO.**

Without change in current leave of absence rules of the respective agreements and understanding thereunder, the sonority rank and rights of employees represented by the above named organizations whose application for service has been approved, and who enter any branch of military training or military service of the United States pursuant to the provisions of Public Resolution No. 96 approved August 27, 1940) (commonly referred to as the National Guard Act of 1940) or the Selective Training and Service Act of 1910. approved September 16 1940, shall be pre— served providing such employees report to the company for service within forty (40)) days after the date of their dis— charge from military training or military service.

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

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

FOR THE ORGANIZATIONS:

C. H. ATKINS  
General Chairman, B. L. E.  
H. A. HUSTED  
General Chairman, B. L. F. & E.  
H. L. SMITH  
General Chairman, O. R. C.  
O. F. RASMUSSEN  
General Chairman, B. of R.T.

APPROVED:

J. P. SHIELDS  
Temp. A. G. C. E., B.L.E  
C. F. THOMAS  
Vice President, B. L. F. & E.  
R. O. HUGHES  
Vice President, B of R.T.  
F. W. COYLE  
Deputy President. B. of R.T.

FOR THE RAILROAD COMPANY:

H. J. HOGLUND  
Assistant to Exec. Vice President  
A. E. DAVIS  
Staff Officer, Exec. Vice President

Signed at Chicago, Illinois, this 20th day of January, 1941.

**MEMORANDUM OF AGREEMENT  
Between**

**CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY**

**and**

**ORDER OF RAILWAY CONDUCTORS**

**BROTHERHOOD OF RAILROAD TRAINMEN**

In pursuance of Section 4 of the December 12, 1917 agreement, which pertains to "Time Limit on Claims", it is agreed:

1. The initial presentation of a claim, by the claimant employee or his representative, must be filed within sixty (60) days of the date of the occurrence which gave rise to the controversy upon which the claim is based. If not so filed, the claim will be barred but this does not establish a precedent or constitute a waiver barring the handling of similar claims that may arise thereafter.

2. Claims presented in the manner outlined in Item 1 hereof, must be allowed or declined by the Officer to whom the claim is presented, within sixty (60) days after presentation, or such claims will be paid. The payment of claims under this item will not establish a precedent or constitute a waiver in other claims that may arise subsequent thereto.

3. Claims that are to be appealed by the Local Chairman must be appealed to the Assistant Division Superintendent or Division Superintendent within sixty (60) days from the date claimant acknowledged receipt of the declination, and failing so to do, the claim will be barred; this not to establish a precedent or constitute a waiver in time case of other claims that may arise thereafter.

4. The Assistant Superintendent or Division Superintendent must allow or decline claims that are thus presented by the Local Chairman within sixty (60) days from the date of appeal, or such claims will be allowed; this not to establish a precedent or constitute a waiver in other claims that may arise subsequent thereto.

5. Decision by the highest officer designated by the Carrier to handle claims shall be final and binding unless within one year from the date of said officer's decision such claim is disposed of on the property or proceedings for the final disposition of the claim are instituted by the



company or his duty authorized representative and such officer is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one-year period herein referred to.

6. It is agreed that the General Chairman may amend claims so as to, conform with his understanding of the rules pertinent to the issue, provided such claims have been initiated and appealed accordance with time foregoing sections of this agreement.

7. The time limits herein established do not apply to discipline cases which involve a plea of leniency or to discipline cases which do not involve a claim for reimbursement for wages lost.

The provisions of this agreement become effective on January 1, 1951, and shall continue thereafter subject to the procedural provisions of time Amended Railway Labor Act,

Signed at Chicago, Illinois, this 22nd day of September, 1950.

FOR THE ORGANIZATIONS:

F. L. SMITH  
General Chairman, O. R. C.  
V. R. ROBERTS  
General Chairman, B.R.T

FOR THE CARRIER:

J. E. WOLFE  
Assistant to Vice President

Chicago, February 8, 1916 Y-9-Gen-149

Mr. O. F. Rasmussen  
General Chairman, BRT  
Omaha, Nebraska

Dear Sir:

Referring to your letter of January 28 and to discussion at conference on January 8 at which I was represented by Mr. Wolfe, concerning several dispute which have arisen involving claims from yardmen who have been required to couple air hose within general switching district limits:

At the conference on January 8 you expressed the opinion that an agreement covering all questions now before us or similar questions that may arise in the future is not desirable, because you are fearful that advantage of such an understanding may be taken which would only lead to future controversy. It was your thought, in which I concur, that local committees and local officers be permitted to execute local agreements in instances where yardmen are required to couple air hose agreements to embody the following general principles:

1. Yardmen will not be required to couple air hose within general switching district limits at points where carmen are now performing this service or at points where carmen are employed, such as in the general switching yards or rip tracks or other points where Carmen are working in that immediate vicinity.

2. At points within general switching district limits removed from the vicinity where carmen are employed, such as at outlying industries, local agreements may be reached which contemplate that yardmen may couple air hose at such industries and under such circumstances each member of time ground crew will be allowed an arbitrary of 45 minutes at appropriate yard rate, such arbitrary allowance to be applied in addition to and independent of other allowances made under pertinent rules of the collective agreement.

3. Such local agreements that may in the future be executed shall further contemplate and provide that in the event a yard crew couples air at an outlying industry, such yard crew shall not be required to couple air hose on the same tour of duty at a point where carmen are employed, such as those points referred to in Item 1 hereof.

4. The understanding set forth herein shall automatically terminated without further handling of the parties under the Railway Labor Act or otherwise upon the serving of 30-day notice by one party upon the other party. Similarly, all local agreements that may be automatically terminated in the event this general understanding is terminated by the parties.

5. All local agreements reached in pursuance of this general understanding must be circumscribed to such extent that they shall not exceed these general provisions, and all of such local agreements are subject to ratification by the General Committee, Brotherhood of Railroad Trainmen, and this office.

If I have correctly and fully described the understanding reached at conference today, will you please so advise and I will then issue instructions to interested operating officers and you will be furnished a copy of those instructions so that anything you issue to your local committees will be in conformity with time advice I circulate to operating officers.

Will you please advise.

Yours truly,  
H.J. HOGLUND

ACCEPTED:

O. F. RASMUSSEN  
General Chairmen, BRT  
T. F. DEVINE  
Secretary, BRT

**REFEREES AWARD ON THE COUPLING  
FUNCTION DISPUTE**

After due consideration, and after being fully advised in the premises, and upon a preponderance of the proof received in this proceeding, the undersigned referee makes the following Decision and Award, on the first issue appearing in the ancillary agreement dated May 25, 1951, which was signed by the parties to this proceeding:

A new rule should be drafted and inserted in the principal agreement between the parties to this proceeding dated May 25, 1951, which should read as follows:  
"Rules, agreements, interpretations or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefore will be made but where rules, agreements, interpretations or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of only 95 cents."

(This award became effective September 1, 1931.)

Chicago, September 29, 1952 Cir. 510-59

Mr. V. R. Roberts  
General Chairman, BRT  
Creston, Iowa

Dear Sir;

Please be referred to discussion at conference today referring to the general question pertaining to the coupling of air hose by yardmen at points where there is no local agreement covering the subject or at points where there are such local agreements and the coupling of air hose is required at other than the locations or facilities specifically mentioned in such agreements.

This will confirm the assurance I gave you today to the effect that when yardmen are required to couple air hose within defined general switching limits at terminals where local agreements were not made or at points or facilities within terminals where time provisions of a local agreement do not apply, although one is in existence at that particular terminal having application only at the points therein specifically stipulated, all members of yard crews who are required to perform such service will be paid 95c and this payment will not be duplicated irrespective of how many times air hose may be coupled during that particular tour of duty. Following the principle established in the uniform agreements that prevail throughout the country between the Railroads and the Brotherhood of Railroad Trainmen, yardmen may be required to make coupling of air between first car and locomotive and last car and caboose; couple and uncouple air hose when cutting crossings, coupling air when train is pulled apart or making the air hose coupling in connection with a doubleover, without additional payments over and above the basic day allowance.

In applying the provisions of this letter of understanding, it is understood that the exception concerning the coupling of air hose when making a doubleover, is confined to the final movements of doubling trains or transfer deliveries together after the coupling is completed, and does not have

reference to the switching of cars from one track to another.  
It is also understood that Yardmen will not be required  
To couple or uncouple air hose on cars that are switched  
or otherwise handed by them.

If this is acceptable to you and you will so indicate by  
affixing your signature in the space provided therefore in  
the lower left-hand corner of this communication, I will  
immediately issue instructions to dispose of all pending  
claims on the property that have been properly submitted  
and prosecuted in behalf of named yardmen on the basis  
of this understanding, which is, of course, circumscribed  
in application both as to pending claims and to payments  
that will be required in the future, to points where carmen  
are employed on repair tracks or in the train yards and are  
at the time on duty,

Yours truly,  
J. E. WOLFE

ACCEPTED:

V. R. ROBERTS  
General Chairman, B.of R.T.

## MEMORANDUM OF AGREEMENT

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

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

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

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

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

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

This Agreement to take effect February 1, 1947, superseding Agreement of May 1, 1943. It does not cancel nor modify rules in the existing schedules except to the extent

covered herein and does not apply to yardmen at Chicago, Illinois.

FOR THE EMPLOYEES:

C. H. ATKINS  
General Chairman, B. L. E.  
H. A. RUSTED  
General Chairman, B. L. F. & B.  
F. L. SMITH  
General Chairman, O. R. C.  
O.F. RASMUSSEN  
General Chairman, B. B. T.

FOR THE RAILROAD COMPANY:

J.H. AYDELOTT  
General Manager, Lines East  
F. R. MULLEN  
General Manager, Lines West

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



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
BROTHERHOOD OF RAILROAD TRAINMEN  
AND THE  
CHICAGO, BURLINGTON & QUINCY RAILROAD  
CO.  
YARD SERVICE**

(a) Self-propelled pile drivers, clam-shells, bridge derricks and other self-propelled work equipment machines. etc., which cannot be removed from the track by man power, working in yards where yardmen are employed and handling more than one car at the same time other than tank and/or idler car will be manned by a crew consisting of one foreman and two helpers. If the machine or not more than one car is handled other than tank and/or idler, crew will consist of foreman only.

(b) Where more than one self-propelled machine is used on one and the same job, working alternately or simultaneously, one such crew will be required.

(c) It is understood Woolery or similar type weed burner will be manned by foreman only.

(d) The use of self-propelled machines used exclusively at material yards, tie plants, shops, roundhouse, storehouse, cinder pits, coal chutes, storage coal piles, sand house, slag, sand and gravel pits, without yardmen is restricted to the handling, setting out or picking up of not more than one car from one track to another which have been set by yard crews for loading or unloading. If switching or moves other than provided in this paragraph are required, they will be made by yardmen.

NOTE: It is understood the reference to "one-car" in paragraphs (a) and (d) means handling one car at a time other than tank and/or idler car.

This agreement shall continue in effect, subject to thirty (30) days' written notice by either party.

**FOR THE ORGANIZATION:**

O. F. RASMUSSEN

General Chairman, B. or R. T.

T. F. DEVINE

Secretary, B. or R. T.

**FOR THE RAILROAD COMPANY:**

H. J. HOGLUND

Assistant to Exec. Vice President

A. E. DAVIS

Staff Officer, Exec. Vice President

Chicago, Illinois  
January 28, 1938.

**FIVE-DAY WORK-WEEK RULES**  
for  
**YARDMEN**  
REPRESENTED BY  
**BROTHERHOOD OF RAILROAD TRAINMEN**  
**ARTICLE 3**  
of  
**AGREEMENT "A"**  
of  
**MAY 25, 1951**  
**EFFECTIVE JULY 1, 1952**  
Article 3  
**FIVE-DAY WORK WEEK**

**Section 1**

(a) Beginning on the date this Agreement becomes effective on any carrier, such carrier will establish, for all classes or crafts of yard service employees covered by this Article 3, subject to the exceptions contained therein, a workweek of forty hours, consisting of five consecutive days of eight hours each, with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article 3.

(b) Due to the necessity of changing existing assignments to conform to the reduced workweek provided for in Section 1, the Carriers will, prior, to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) On properties or portions thereof operating; under the strict seniority or mark-up plan yard service employees shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employees have been posted, all yard service employees will be required to make seven choices of their preferred "days off" period and the local chairman and local officers will cooperate in assigning the employees their "days off" period in accordance with their seniority. After "days off" have been assigned yard service employees will exercise

seniority on the days of their workweek in accordance with rules or practices in effect on individual properties or yards.

(c) Alter the "days off" periods have been assigned as referred to in Section 1(b) (2) (b) days off periods assigned to individual employees shall remain unchanged except when a vacancy occurs in a "days off" period, a new assignment is created, or when affected by a force reduction. Employees exercising seniority to other "days off" periods will be governed by the provisions of Section 11(b).

(d) Extra men will be handled in accordance with Section 6.

(3) The changes as enumerated above shall begin on the effective date of this Article 3, and employees may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b)(1) and Section 1 (b)(2)(a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

## **Section 2**

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday.

## **Section 3**

(a) When service is required by a carder on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as these of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employees will cooperate in designating days off of individual members of a crew.

NOTE: It is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.

(f) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

#### **Section 4**

At points where it is not practicable to grant two consecutive days off in a workweek to regularly assigned or regular relief employees, agreements may be made on the individual properties to provide for the accumulation

of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employee and that it is necessary to establish nonconsecutive days off, representatives of the carrier and representatives of the employees will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish nonconsecutive days off, subject to the right of the employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

### **Section 5**

On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employees on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

Employees selecting yard extra boards will remain on same for at Least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their workweek in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different 'days off' periods will be governed by the provisions of Section 11 of this Article 3.

Employees selecting yard service under this Section 5 will be considered as not available for road service during any workweek except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis

of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 5.

(NOTE: In instances where because of the limited amount of work-involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.)

#### **Section 6**

Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

#### **Section 7**

(a) In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(b) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property;

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment. such yard service employee or employees, if they' so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the workweek to provide them an opportunity to work five straight time shifts during he work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for it straight time rates, until such employee or employees have worked five straight time shifts in that workweek, any service in excess of eight hours on such days to be paid for under the overtime rules.

## Section 8

(1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices there under are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(2) Current overtime rules relating to extra yardmen are cancelled as of the effective date of this agreement and the following will apply:

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 hourly or daily basis and not to service paid on mileage or read basis.

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

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

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

(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.

NOTE (1): On railroads where a seniority board is in effect in cases where there is a man or men on such

board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

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

NOTE (3): On such roads as have an existing rule or practice differing from the rule of the December 12, 1947 Agreement, titled "OVERTIME RATE IN YARD SERVICE — EXTRA MEN", and providing for pay at time and one-half, without exception, to extra yard men performing a second tour of duty in a 24-hour period, the Employees' Committee may elect to retain the existing rule or practice in lieu of this rule.

(3) Employees worked more than five straight time eight-hour shifts in yard service in a workweek shall be paid one and one-half times the basic straight time rate for such excess work except:

(a) Where days off are being accumulated under Section 4 of this Article 3;

(b) When changing where it is the practice to work alternately days and nights for certain periods;

(c) When working through two shifts to change off;

(d) Where exercising seniority rights from one assignment to another;

(e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

(4) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section 8, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquest, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing



rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc.. also for calls, basic day, transfer time, stand by time, and compensation therefore, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article 3.

(5) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

## **Section 9**

Beginning on the date this Agreement becomes effective on any carrier, the Vacation Agreement dated April 29, 1949, effective July 1, 1949, shall be amended as to such carrier to provide the following insofar as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, are concerned:

### **Section 1(a) — 1(b). Add:**

In the application of section 1(a) and 1(b) 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.

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.

### **Section 1(d). Add**

NOTE: The 60 and 30 calendar days referred to herein shall not be subject to 1.2 computation provided for in Sections 1(a) and 1(b).

### **Section 2(a). Add:**

#### **YARD SERVICE**

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 Vacation Agreement effective July 1, 1949, 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 five (5) minimum basic day's pay at the rate of the last service rendered.

**COMBINATION OF YARD AND ROAD SERVICE**

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 Vacation Agreement effective July 1, 1949, 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; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than six (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

**Section 2(b), Add:**

**YARD SERVICE**

An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/20 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, 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 ten (10) minimum basic days' pay at the rate of the last yard service rendered,

**COMBINATION OF YARD AND ROAD SERVICE**

An employee having interchangeable yard and road rights receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/20 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the Vacation Agreement effective July 1, 1949, 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; 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 tea (10)

minimum basic days' pay at the rate of the last yard service rendered.

**Section 9.** Add:

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 1/6<sup>th</sup>.

**GENERAL**

Except to the extent that the Vacation Agreement effective July 1, 1949, is changed by this Article 3, the said Vacation Agreement, as well as the Memorandum of Understanding of April 29, 1949, shall remain in full force and effect.

**Section 10**

Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

**Section 11**

(a) All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (5) straight time eight-hour shift's, as referred to in paragraph (d) of this Section, in the workweek of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those day; he may be used to work those days at the straight time rate.

(c) An employee on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the condition of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but, will not be permitted to

work more than five straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week starting with the Monday in which the change is made.

(d) Except as provided in paragraphs (b) and (c) of this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Section 8, paragraphs (3) and (4)) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employee, in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

#### **Section 12**

(a) Where reference is made in this Article 3 to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

(b) Section 3(e) and Section 5 of this Article 3 shall not apply to:

- Car Retarder Operators
- Hump Motor Car Operators (Chauffeurs)
- Levermen
- Switchtenders (sometimes, classified as Switchmen)

(c) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

#### **Section 13**

Existing rules and practices, including these relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

#### **Section 14**

The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

**MEMORANDUM OF AGREEMENT** between the Chicago, Burlington & Quincy Railroad Company, hereinafter called the "Carrier" and the Brotherhood of Railroad Trainmen, hereinafter called the "Organization".

In disposition of all the issues involved in connection with the Union Membership notice served upon the Carrier on January 30, 1951, by the Organization, under Section 6 of the amended Railway Labor Act, it is agreed that:

1. Within sixty (60) days following the first day of compensated service or sixty (60) days following the effective date of this agreement whichever is later, each employee who is subject to the provisions of the collective agreement between the parties hereto, applicable to Road Trainmen, bearing date of December 1, 1941, or agreement between the parties hereto, dated December 1, 1941, applicable to yardmen and Switchtenders, shall as a condition of continued employment, become and remain a member of the Organization.

**Provided:** That this agreement shall not require such condition of employment in the case of employees to whom Organization membership is not available upon the same terms and conditions as are generally applicable to other members, or in the case of an employee to whom membership has been denied or terminated for any reason other than failure of the employee to pay the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

**Provided Further:** That any employee who is subject to the provisions of said collective agreements need not become a member of or retain membership in the Organization party hereto if he shall hold or acquire membership in any one of the Railway Labor Organizations, national in scope, organized in accordance with the Railway Labor Act, and admitting to membership employees of a craft or class engaged in the services or capacities within the jurisdiction of the First Division of the National Railroad Adjustment Board. Any Road Trainman, Yardman or Switchtender, who is employed as such on the effective date of this agreement, who is not a member of a labor Organization, national in scope, organized in accordance with the Railway Labor Act as amended and admitting to membership Road Trainmen, Yardmen or Switchtenders, may, at the option of the Brotherhood of Railroad Trainmen, as a condition of continuing his employment, be required to become a member of the Organization party hereto, in conformity with this requirements of Section 1 hereof.

2. Upon receipt of a demand from the Organization party hereto, served in accordance with the requirements of Section 3 of this agreement, that an employee be removed from the Carrier's service for failure to pay the periodic dues, initiation fees or assessments referred to its Section 1 hereof, the Carrier will cause such action to be taken within thirty (30) days from the date of receipt of such demand (if it is not in the interim withdrawn) except in the case of an employee for whom replacement is not available or cannot be made available, in which case the employee referred to in the demand of the Organization may be continued in service until he can be relieved.

**Provided:**

(a) No such demand shall be served until thirty (30) days have elapsed after return to the Carrier's service of an employee who has been absent from duty following:

(1) A properly approved leave of absence of thirty (30) days or more, or

(2) Disability of thirty (30) days or more resulting from sickness or injury.

(b) No such demand shall be served until thirty (30) days have elapsed subsequent to the return of an employee to service in a class or craft covered by the collective agreements between the parties hereto who holds seniority therein, from employment in a supervisory or official capacity.

(c) No such demand shall be served at any time involving an employee whom the Carrier is required by State or Federal statute to retain in its service,

3. The demand for the removal of an employee from the Carrier's service under the provisions of Sections 1 and 2 hereof must be on the form attached hereto as Appendix 1. Such demands must be served upon the highest officer of the Carrier who is designated to handle claims and grievances involving employees represented by the Organization party hereto, and must be signed by that Organization's General Chairman.

4. Rules pertaining to grievances, discipline and investigations shall not be applicable to employees who are dismissed from the Carrier's service under the provisions of this agreement.

5. Neither this agreement nor any provision contained therein shall be used as a basis for time or money claims against the Carrier, nor shall any provision of any other

|

agreement between the parties hereto be relied upon in support of any claim that may arise as a result of the application of this agreement.

The provisions of this agreement shall become effective August 16, 1951, and shall continue thereafter subject to automatic termination upon the writing of thirty (30) days' written notice by one party upon the other party.

Signed at Chicago, Illinois, this 16th day of August, 1951.

FOR THE BROTHERHOOD OF RAILROAD TRAINMEN:

V.R. ROBERTS  
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY:

J. E. WOLFE  
Asst. to Vice-President – Labor Relations

Mr \_\_\_\_\_

Appendix 1

\_\_\_\_\_  
(Title)

Demand for Removal of an Employee

\_\_\_\_\_  
(Address)

from the Carrier's Service

\_\_\_\_\_(ORGANIZATION) hereby demands  
of \_\_\_\_\_ (CARRIER)

that said Carrier remove \_\_\_\_\_ (EMPLOYEE) (Occupation) (Department) (Location)  
from its service for failure to become and remain a member

of \_\_\_\_\_(ORGANIZATION)

and for failure to hold or acquire membership in any one of the organizations described

the second proviso of Section 1 of the agreement of, \_\_\_\_\_, covering  
(date)

the subject of dismissal from service for failure to pay periodic dues. etc., and represents and warrants that  
membership in \_\_\_\_\_(ORGANIZATION)

has been, during the periods of time specified in said

agreement, and is now available to said \_\_\_\_\_ (EMPLOYEE) upon the same  
terms and conditions as are generally applicable to any other member thereof; and represents and warrants

that membership of said \_\_\_\_\_(EMPLOYEE) in \_\_\_\_\_

(ORGANIZATION) has been denied or terminated as of, \_\_\_\_\_,  
(date)

solely for the reason that said named employee has failed and now continues to fail to tender to mid named  
Organization the periodic dues, initiation fees, and assessments

(not including fines and penalties) uniformly required as a condition of acquiring or retaining membership  
in \_\_\_\_\_(ORGANIZATION), as contemplated by

the above referred to agreement

of \_\_\_\_\_  
(date)

Copy to: \_\_\_\_\_  
(Name of Employee Involved)

\_\_\_\_\_(ORGANIZATION)

\_\_\_\_\_  
(Street Address)

By its \_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(City) (State)



**MEMORANDUM OF AGREEMENT  
BETWEEN  
CHICAGO, BURLINGTON AND QUINCY  
RAILROAD COMPANY  
AND  
BROTHERHOOD OF RAILROAD TRAINMEN**

Effective on November 16, 1949, the agreement of November 18, 1943, between the parties hereto, which permits other than Yardmen to throw switches under certain conditions is cancelled and the following shall govern:

1. A yard helper may be detached from the crew to which assigned for the purpose of throwing switches in connection with the light movement of locomotives from roundhouse to passenger station and from passenger station to roundhouse, before or after trips in passenger service; the balance of the crew to continue at work until the helper rejoins them,

2. When a yard helper performs the service referred to in Item 1 hereof, he shall be compensated at the Foreman's rate for that particular tour of duty in lieu of the helper's rate.,

3. The service referred to in Items 1 and 2 hereof will be confined to the points and in connection with the trains that are covered in Exhibit 1, which is annexed hereto and by this reference made a part hereof. This is with the understanding that if necessity for similar handling arises at other points, the parties will endeavor to reach a mutual understanding similar to the one herein outlined.

4. At points where Yardmen are not at the time on duty, passenger trainmen may, as provided in Rule 14, be required to throw such switches as are necessary in connection with the light movement of locomotives from roundhouse to passenger station or from passenger station to roundhouse before or after trip in passenger service, and compensation therefore shall be computed in the manner outlined in said Rule 14 of the collective agreement which is applicable to road trainmen.

5. The connecting switch leading into the roundhouse area, and switches within this area, may be thrown by any employee whom the Management may designate, and such service is not in violation of any agreement, understanding or practice, however arising, between the Carriers,

party hereto, and the Organization, party hereto; this not to apply in connection with service that is being performed by a yard crew.

The provisions of this agreement become effective on November 16, 1949, and shall continue in effect subject to the serving of thirty (30) days' notice by one party upon the other party, further handling to be in accordance with the procedural provisions of the amended Railway Labor Act.

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

FOR THE BROTHERHOOD OF RAILROAD  
TRAINMEN:

V. R. ROBERTS  
General Chairman

FOR THE CHICAGO, BURLINGTON AND  
QUINCY RAILROAD COMPANY:

J. E. WOLFE  
Asst. to Vice President – Lbr. Relations

**EXHIBIT 1 OF AGREEMENT OF NOVEMBER 4, 1943  
 BETWEEN  
 CHICAGO, BURLINGTON AND QUINCY  
 RAILROAD COMPANY  
 AND  
 BROTHERHOOD OF RAILROAD TRAINMEN**

Location	Engines of Trains Nos.	Switches to be handled
Mendota	32-33	Between Main Line and Roundhouse
Daytons Bluff	51-40-41-50	Between Hoffman Ave. and Roundhouse
Savanna	47-48	Crossover switches
St. Joseph	356-355	Cedar St. Crossover on southbound movement and switch south of Cedar St. on both movements.
Omaha	25-27	Main Truck Switches of Track No. 28
McCook	14	Between Depot and Roundhouse
Ravenna	44-43-42-41	Between Depot and Roundhouse when steam substituted for Diesel.
Edgemont	43-12	Between Depot and Roundhouse
Casper	20-30-31-32	Between Depot and Roundhouse
Sheridan	42	Between Depot and Roundhouse

## **WORK, WRECK AND CONSTRUCTION TRAIN SERVICE**

1. A crew in exclusive work, wreck or construction train service will be allowed Wayfreight (local) rates of pay.
2. A crew in other than exclusive work, wreck or construction train service used to perform work, wreck or construction train service will be allowed pay for all time consumed at wayfreight (local) rates, with a minimum of 25 miles or two hours as an arbitrary, independent of time or mileage which may accrue under the rules for their programmed day or trip and without deduction there from.
3. A crew in exclusive work, wreck or construction train service used to handle other than their own equipment and/or other equipment used in construction service, including maintenance of way outfit cars after the close of their regular day's work will be paid time or miles, whichever is the greater, in such service, with a minimum of 100 miles or 8 hours on the basis of a new day or trip at rates applicable to the service performed.
4. A crew used to handle other than its own equipment and/or other equipment used in construction service, including maintenance of way outfit cars, prior to entering exclusive work, wreck or construction train service, will be paid time or miles, whichever is the greater, in such service, with a minimum of 100 miles or 8 hours, on the basis of a separate day or trip at rates applicable to the service performed.
5. A crew in exclusive work, wreck or construction train service used during the course of their days work to perform other service, handle other than their own work equipment and/or other equipment used in construction service, including maintenance of way outfit cars, and later returned to their exclusive work, wreck or construction train service will be allowed pay for all time consumed at wayfreight (local) rates, with a minimum of 25 miles or 2 hours as an arbitrary, independent of time or mileage which may accrue under the rules for their programmed day or trip without deduction therefrom.

**NOTE:** Crews used in wrecking service will be considered as handling their own equipment when handling and moving the cars contained in the wrecked or derailed train other than those which are moved by other crews clearing the obstructed line.

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

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

**FOR THE Organizations:**

C. H. ATKINS  
General Chairman, BLE  
V. E. SECREST  
General Chairman, BLF&E  
F.L. SMITH  
General Chairman, ORC  
V. R. ROBERTS  
General Chairman, BRT

**FOR THE CHICAGO, BURLINGTON AND  
QUINCY RAILROAD COMPANY:**

J E. WOLFE  
Assistant to Vice President

T-2-M-110

Chicago, October 24, 1949

MR. P. C. SOUTHWORTH  
Asst. Grand Chief Engineer, BLE  
Chicago, Illinois  
MR. J. L. WITHERSPOON  
Vice President, BLF&E  
Chicago, Illinois  
MR. F. L. SMITH  
Acting Vice President-ORC  
Chicago, Illinois  
MR. W. M. DOLAN  
Vice President, BRT  
Chicago, Illinois

Gentlemen:

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

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

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

If you will affix your signatures in the space provided therefor at the lower part of this letter, it will indicate its acceptance for the four organizations parties to the agreement of April 13, 1949, and thereupon instructions will be issued to dispose of disputes in Case 390-E and other similar pending claims, if any, under the provisions of sub-section 2 of said agreement of April 13, 1949.

Yours truly,  
J. E. WOLFE

ACCEPTED:

P. C. SOUTHWORTH  
Asst. Grand Chief Engineer, BLE  
J. L. WITHERSPOON  
Vice President, BLF&E  
F. L. SMITH  
Acting Vice President, OltC  
W. M. DOLAN  
Vice President, BRT

Chicago, October 27, 1949

T-2-M-110

MR. V. R. ROBERTS  
General Chairman, BRT  
Creston, Iowa

Dear Sir:

Referring to discussion regard to provisions of the April 13, 1949, agreement pertaining to lapbacks, doubling of hills and performance of work, wreck and construction service enroute, with particular reference to the provisions of said agreement which, if interpreted literally, would require the payment of way freight rates to yardmen.

This will confirm the understanding we recently reached to the effect that wherever the agreement specifies that way freight rates are to be applied, it is understood that when such provision is applied to yardmen, the yard rates will be applied rather than way freight rates.

Will you please acknowledge receipt?

Yours truly,

J.E. WOLFE

Chicago, August 10, 1950

T.2-M-110

C.H. Atkins, General Chairman, BLE, Aurora, ILL.  
V. E. Seerest, Orneral Chairmen, BLF&E. Chicago, ILLI.  
F. L Smith, General Chairman, ORC, St. Joseph, MO.  
V.R. Roberts, General Chairman, BRT, Creston, Iowa

Gentlemen:

Referring to discussion at conference today, in regard to pending claims involved the proper interpretation to be placed upon the provisions of Memorandum of Agreement dated April 13, 1949, as such agreement pertains to:

(1) loading and/or unloading of Company and  
(2) the re-railing of cars or locomotive where certain incidental services is performed by other than the members of the train and engine crew filing such claims.

It is agreed that pending claims involving the loading and/or unloading of Company kerosene, Company gasoline and Company station coal will be withdrawn on the premise that this work is not in the category of work train service within of the Agreement of April 13, 1919.

Claims involving the re-railing of derailed can and/or locomotives when ret-railers and/or blocking are placed by other than the train or engine crew (including) yard crews, will be allowed on the premise that such work is wrecking service within the meaning of Section 2 under the caption, "Work, Wreck and Construction Train Service of the Agreement of April 13, 1949.

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

ACCEPTED:

Yours truly,  
J. E. WOLFE

C. H. ATKINS  
General Chairman, BLE  
V. E. SECREST  
General Chairman, BLF&E  
F. L. SMITH  
General Chairman, ORC  
V.R. ROBERTS  
General Chairman, BRT



## VACATION AGREEMENT

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

IT IS HEREBY AGREED:

Section (a) -Effective January 1, 1961, 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, it, during the preceding calendar year the employs 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.

Beginning with the year 1960, in the application of this Section 1(a), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.3 days, and each basic day in all other services shall be computed as 1.1 days, for purposes of determining qualifications for vacations, (This is the equivalent of 120 qualifying days in a calendar year in yard service and 144 qualifying days in a calendar year in road service.) (See NOTE below)

(b) Effective January 1, 1961, each employe, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, having three 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 employe 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 three or more years of continuous service renders service of not less than four hundred eighty (480) basic days in miles or hours paid for as provided in individual schedules.

Beginning with the year 1960, in the application of this Section 1 (b), each basic day in yard service performed by a yard service employe or by an employe having interchangeable road and yard rights shall be computed as 1.4 days, and each basic day in all other services shall be computed as 1.2 days, for purposes of determining qualifications for vacations, (This is the equivalent of 110 qualifying days in a calendar year in yard service and 132 - qualifying days in a calendar year in road service.) (See NOTE below).

(c) Effective January 1, 1961, each employee, subject to the scope of schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, 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.

Beginning with the year 1960, in the application of this Section 1 (c), each basic day in yard service performed by a yard service employee or by an employee having interchangeable road and yard rights shall be computed as 1.6 days, and each basic day in all other services shall be computed as 1.3 days, for purposes of determining qualifications for vacations. This is the equivalent of 100 qualifying days in a calendar year in yard service and 120 qualifying days in a calendar year in road service.) (See NOTE below).

NOTE: In the application of Section 1(a), (b) and (c), qualifying years accumulated, also qualifying requirements for years accumulated, prior to the year 1960 for extended vacations shall not be changed.

(d) In dining car service, for service performed on and after July 1, 1949-each seven and one-half (7½) hours paid for shall be considered the equivalent of one basic day in the application of Section 1(a), (b) and (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.

The 60 and 30 calendar days referred to in this Section 1(e) shall not be subject to the 1.1, 1.2, 1.3, 1.4 and 1.6 computations provided for in Section 1(a), (b) and (c), respectively.

(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 four hundred eighty (480) 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 sen-

iority 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 hereto 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 organization signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers if he qualified on more than one carrier under: Section 1 (g) ) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than six (6) minimum basic days' pay at the rate of the last service rendered.

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

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

(d) Beginning on the date Agreement "A" between the parties, dated May 25, 1951, became

or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, 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 (6) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service, such pay shall be not less than five (5) minimum basic days' pay at the rate of the last yard service rendered.

#### Yard Service

(3) An employee receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26 of the compensation earned by

such employee, under schedule agreement 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 rendered.

#### Combination of Yard and Road Service

(4) An employee having interchangeable yard and road service receiving two weeks' vacation, or pay in lieu thereof, under Section 1 (b) shall be paid 1/26 of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 19, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on note than one carrier under Section 1 (g) during the calendar year proceeding 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 be less ten (10) minimum basic days' pay at the rate of the last yard service rendered.

#### Yard Service

(5) An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations 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 carriers 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 East yard service tendered.

### 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) I 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.

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

Section 7 (a) - Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation day 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 - The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Section 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall, at the time of such termination, be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefore under Section 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.



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

Section 10 - Any dispute or controversy arising out of the Interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement 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 employee 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.

(Exhibits and Signatory Parties not reproduced.)

MEMORANDUM

Chicago, Illinois, April 29, 1949

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

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

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

2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 - 1/4 basic days.

3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1 - 3/4 basic days.

4. An employee in yard service working 12 hours will be credited with 1 - 1/2 basic days.

5. An employee in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.

6. An employee in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.

7. An employee in freight service, paid no overtime or other allowances, working as follows:

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

will be credited with seven basic days.

Rev. 11-61

8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 – 1/8 basic days.

13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.

14. An employee is paid eight hours under the heldaway-from-home terminal rule, will be credited with 1 basic day.

15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

**MEMORANDUM OF AGREEMENT**  
between  
**CHICAGO, BURLINGTON & QUINCY**  
**RAILROAD COMPANY**  
and  
**BROTHERHOOD OF RAILROAD TRAINMEN**

1. After an extra employee has worked five (5) straight time days in his workweek, he will not be available for further service excepting under the provisions of Article 3, Section 11(d) of Agreement "A" of May 25, 1951, as set forth in Section 2 hereof.

2. In applying the provisions of Article 3, Section 11(d) of Agreement "A" of May 25, 1951, the senior available employee who has expressed his desire to perform extra service there under, will be used to supplement exhausted extra list. A listing of such employees will be set up, maintained and posted in yard office. A regularly assigned employee or an extra employee expressing desire to perform extra service under these provisions will be required to indicate the shift period or periods he will be available for such extra service, which will be shown on list posted in yard office. A regularly assigned employee will not be permitted to select for service on his second relief day a shift (any starting time during one of the three recognized 90-minute periods) which immediately precedes his assigned starting time on the first day of his workweek. Desire to perform service under this section, or to change previously expressed desire, must be made in writing to designated local officer and Local Chairman. Employees will be permitted to change designation of desire to perform service under this section once during each calendar month. It is understood that employees who have indicated their desire to perform extra service under these provisions will be required to protect such extra service unless they seek and secure permission to lay off in the usual manner.

3. It is understood that when a regularly assigned employee is not available for his regular assignment account performing extra service for which he has indicated his desire under Section 2 hereof, and application of Hours of Service Law, vacancy caused thereby will be filled under established or agreed-to practice at the particular yard involved.

4. The provisions of Sections 1, 2 and 3 hereof shall apply at all yards covered by Article 3, Section 12 of Agreement "A" of May 26, 1951, excepting Chicago Yard.

5. Local officers and local committees will be instructed to confer together for the purpose of reducing to writing agreements or practices now in effect which provide a mutually satisfactory procedure for the handling of temporary vacancies for yard engine foremen that are not filled by exercise of seniority, or in cases where extra engines are worked after the board is marked, to insure that a foreman is available for such extra engine. If there is no agreement or recognized practice covering these subjects at any particular point, local officers and the local committee shall confer together at once in an endeavor to reach a mutually satisfactory agreement which will thereafter apply at such point. If no satisfactory agreement or practice now exists or if local officers and local committees fail to make such an agreement prior to November 1, 1953, the parties signatory hereto shall be required to do so for that particular yard.

The provisions of this agreement shall become effective on the First day of September, 1953 and shall continue in effect subject to the serving of thirty (30) days' notice by one party upon the other party, further handling to be in conformity with the procedural requirements of Section 6 of the amended Railway Labor Act. Signed at Chicago, Illinois, this 13th day of August, 1953.

FOR THE BROTHERHOOD OF RAILROAD  
TRAIN MEN:

V. R. ROBERTS  
General Chairman

FOR THE CHICAGO, BURLINGTON &  
QUINCY RAILROAD COMPANY:

J. E. WOLFE  
Assistant Vice President — Labor Relations

**ARTICLE 5 — VACATIONS — OF DECEMBER 16,  
1953 AGREEMENT BETWEEN CARRIERS' CONFERENCE  
COMMITTEES AND COMMITTEE REP.  
RESENTING THE BROTHERHOOD OF RAILROAD  
TRAINMEN**

Effective January 1, 1954, Sections 1 and 2 of the Vacation Agreement, dated April 29, 1949, in so far as they apply to the employees represented by the Brotherhood of Railroad Trainmen, and Section 9 of Agreement "A" of May 25, 1951, 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, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for, as provided in individual schedules.

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

(c)—Effective January 1, 1954, each employee, subject to the scope of schedule agreements held by the Brotherhood of Railroad Trainmen, having fifteen or more years of continuous service with employing carrier will be qualified for an annual vacation of three weeks with pay, or pay in lieu thereof, if, during the preceding calendar year the employee renders service under schedule agreements

held by the organizations signatory to the April 29, 1949 Vacation Agreement amounting to one hundred sixty (160) basic days in miles or hours paid for as provided in individual schedules and during the said fifteen or more years of continuous service renders service of not less than twenty-four hundred (2400) basic days in miles or hours paid for as provided in individual schedules.

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

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

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

Where an employee is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing eight hundred (800) basic days under Section 1(b) and twenty-four hundred (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 25, 1951, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, 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 its 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 for 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 20, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 for carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less

than twelve (12) minimum basic days' pay at the rate of the last service rendered.

(c)—An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employee, under schedule agreements held by the organizations signatory to the April 20, 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 25, 1951, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen, 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 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 agreement 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 rendered.

#### **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 carrier 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 on 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 yard service rendered.

#### **Yard Service**

(5) An employee receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52 of the compensation earned by such employee, under

schedule agreements held by the organizations 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.

Chicago, October 5, 1955  
Docket S-142

Mr. W. M. Dolan  
Vice President, BRT  
Chicago, Illinois

Dear Sir:

In the application of our agreement effective September 1, 1953 which appears at pages 118-119 of the printed Yardmen's schedule, governing the use of yardmen on their assigned days off to supplement an exhausted extra list, it is agreed effective November 1, 1955:

1. When both extra list and supplementary extra list (per agreement effective September 1, 1953) are exhausted the senior available yardman on his workday will be used to fill vacancies, unless he has expressed a desire not to double.

2. A supplementary extra list (per agreement effective September 1, 1953) will be considered exhausted when the yardmen listed thereon are not available for service under Hours of Service Law. This contemplates that yardmen on supplementary extra list may be doubled in seniority order after other yardmen thereon have performed service, subject to the restriction on second relief day in Section 2 of the September 1, 1953 agreement, and unless they have indicated a desire to work only certain shifts on their rest days.

Yours truly,  
/s/ J. E. WOLFE

ACCEPTED:

/s/ W. M. DOLAN  
Vice President, BRT  
/S/ V. R. ROBERTS  
General Chairman, BRT

**BROTHERHOOD OF RAILROAD TRAINMEN**

**June 30, 1954**

Mr. J. F. Mullen  
Senior Staff Officer — Labor Relations  
C. B. & Q. Railroad Company  
Chicago, Illinois

Dear Sir:

This will refer to our discussion concerning application of Article 3, Agreement "A" of May 25, 1951, relative to yardmen changing assignments, when we talked of the inconsistency thereof, directing our attention to the following:

1. Section 11(b) provides that a regular man changing assignments will not be permitted to work more than straight time days in the workweek of the assignment which he had when he made the change, with specified exception.

2. Section 11(b) provides also that when a regular man changes days off, he will not be permitted to work more than 5 straight time days in the workweek he had before making the change, with specified exception.

3. Section 11(c) provides that a regular man changing to extra list will not be permitted to work more than five straight time days in the workweek beginning with Monday in which the change is made.

4. Section 11(c) provides that an extra yardman who takes a regular assignment will be permitted to take the assignment of his choice and take the conditions of that assignment.

We recognized that the provisions referred to as Items 1 and 2 above, present sharpshooting, while there is opportunity therefore under the two latter applications, and we discussed the advisability of interpretations designed to prevent same.

Under the provision of Section 14 of the Agreement we agree to apply the provisions set forth in Item 3 above, by adding ". . . nor will he be permitted to work more than five straight time days in the workweek he had before making the change.

We also agree to apply the provisions set forth in Item 4 by adding '. . . but will not be permitted to work more than five straight time days in the workweek he had before making the change'.

Kindly affix your signature in the space provided below  
to indicate your concurrence.

You're very truly,

/s/ V. R. ROBERTS  
General Chairman, BRT

ACCEPTED:  
/s/ J. F. MULLEN  
Senior Staff Officer — Labor Relations

**DUES DEDUCTION AGREEMENT**

**between**

**CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY**

**and**

**EMPLOYEES IN**

**TRAIN AND YARD SERVICE**

**Represented by**

**BROTHERHOOD OF RAILROAD TRAINMEN**

**Effective June 1, 1955**

This agreement made this 15th day of April, 1955, by and between the Chicago, Burlington & Quincy Railroad Company, hereinafter referred to as the "Carrier", and its employees in train and yard service represented by the Brotherhood of Railroad Trainmen, hereinafter referred to as the "Brotherhood".

Section 1. Subject to the terms and conditions of this agreement, the Carrier shall periodically deduct from the wages of the employees subject to this agreement, who acquire and maintain membership in the Brotherhood, amounts equal to the periodic dues, initiation fees, assessment and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood and shall pay the amount so deducted to the designated Treasurer of the Brotherhood; provided, however, that this requirement shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written wage assignment authorization to the Brotherhood of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto applicable to employee in Train and Yard Service, whichever occurs sooner.

The wage assignment authorization shall be in the form attached hereto and identified as Attachment A which by this reference is made a part hereof.



The revocation of the wage assignment authorization shall be in the form attached hereto and identified as Attachment B that by this reference is made a part hereof.

The Brotherhood shall assume full responsibility for the procurement and execution of the wage assignment authorization or the wage assignment authorization revocation and for delivery of such forms to the Division Train, Engine and Yard Timekeeper.

Section 2. (a) The Treasurer of each lodge of the Brotherhood shall furnish to the Division Train, Engine and Yard Timekeeper of the Carrier on the Division of the employees involved, not later than the 10th of each month, but earlier if possible, a certified statement in triplicate showing the name the division on which employed, and gross amount to be deducted from the wages of each member who has signed a wage assignment form, and which form has been filed with the Carrier.

(b) Deductions will be made from the wages earned in the first pay period of the month for which the statement specified in Section 2(a) is furnished. The following payroll deductions will have priority over deductions in favor of the Brotherhood, as provided for in this agreement:

1. Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.

2. Amounts due the Carrier's Relief Department.

3. Amounts due the Carrier.

4. Insurance and hospitalization premiums.

(c) If the earnings of an employee are insufficient to remit the full amount of deduction for such employee, no deduction shall be made, and the same will not be accumulated on the following monthly statement furnished by the Treasurer of the Brotherhood.

(d) No deductions will be made from other than the regular payrolls.

Section 3. In the event the Carrier makes any change in the accounting system or procedure, the Brotherhood will be notified of such change, and advised to whom authorizations, revocations, and deduction lists are to be delivered.

Section 4. In consideration of the services described in Section 2 and to pay for the expense of administration, the Carrier will retain from the sum of all deductions made in

each month six (6) cents per member from whom a deduction is made in such month and will remit to the Treasurer of each lodge the balance due the Brotherhood of the amount deducted from the wages of the members listed by the respective Treasurers. The Carrier will make such remittance not later than the 5th day of the month following the month in which the deduction is made.

Section 5. Erroneous deductions will be adjusted by the Brotherhood. If a question arises as to the amount deducted, the member concerned will handle such matter direct with Treasurer of his lodge.

Section 6. No part of this agreement or any other agreement between the Carrier and the Brotherhood shall be used either directly or indirectly as a basis for any grievance or claim by or in behalf of any employee predicated upon any violation of, or misapplication or noncompliance with, any part of this agreement.

Section 7. The Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with the provisions of this agreement.

Section 8. This agreement shall become effective July 1, 1955 and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 15th day of April, 1955.

FOR THE BROTHERHOOD OF RAILROAD  
TRAINMEN:

V. R. ROBERTS  
General Chairman

APPROVED:

W. M. DOLAN  
Vice President, BRT

FOR THE CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY:

J. E. WOLFE  
Assistant Vice President — Labor Relations

**ATTACHMENT A  
WAGE ASSIGNMENT AUTHORIZATION  
BROTHERHOOD OF RAILROAD TRAINMEN**

To  
Chicago, Burlington & Quincy Railroad Co.

I hereby assign to the Brotherhood of Railroad Trainmen that part of my wages necessary to pay my monthly union dues, initiation fees, assessments and insurance premiums (not including fines and penalties) as reported to the Division Train, Engine and Yard Timekeeper, Chicago, Burlington & Quincy Railroad Company, by the Treasurer of Brotherhood of Railroad Trainmen, Lodge No. .... in monthly statements certified by him as provided for in the Dues Deduction Agreement entered into between the Chicago, Burlington & Quincy Railroad Company and its employees in train and yard service, represented by the Brotherhood of Railroad Trainmen, effective June 1, 1955, and I hereby authorize the Chicago, Burlington & Quincy Railroad Company to deduct from my wages all such sums and remit them to the Treasurer of my local lodge of the Brotherhood of Railroad Trainmen in accordance with the said Dues Deduction Agreement. This authorization may be revoked in writing by the undersigned at any time after the expiration of one year from the date of its execution, or upon the termination of the said Dues Deduction Agreement, or upon the termination of the Rules and Working Conditions Agreement between the Chicago, Burlington & Quincy Railroad Company and Brotherhood of Railroad Trainmen governing employees in train and yard service, whichever occurs sooner.

.....  
Signature

.....  
Home Address

.....    .....

BRT Lodge No.

Location

.....  
Date

**WAGE ASSIGNMENT REVOCATION**

**BROTHERHOOD OF RAILROAD TRAINMEN**

To  
Chicago, Burlington & Quincy Railroad Co.

Effective.....19.....

I hereby revoke the wage assignment authorization now in effect assignment to the of Railroad Trainmen that part of my wages necessary to pay my monthly dues, initiation fees, assessments and insurance premiums now being withheld pursuant to the Dues Deduction Agreement effective June 1, 1955 between the Chicago, Burlington & Quincy Railroad Company and its employees in train and yard service, represented by the Brotherhood of Railroad Trainmen, and I hereby cancel the authorization now in effect authorizing the Chicago, Burlington & Quincy Railroad Company to deduct such monthly union dues, initiation fees, assessments and insurance premiums from my wages.

.....  
Signature

.....  
Home Address

.....                      .....

BRT Lodge No.                      Location

.....  
Date

Y-7. Alliance-247  
D-70-642 (530)  
August 18, 1955

Mr. J.E. Wolfe  
Assistant Vice President,  
C. B. & R. R. Company  
Chicago, Illinois

Dear Sir:

Referring to claim of Alliance Yardman R. W. Goss for payment of 8 hours at pilot rate account allegedly runaround on extra list by Yardman Sundberg, who was called to fill vacancy occurring at 3:30 a.m. Monday, February 23, 1952 after having worked on seniority extra list previous day and claimant not having secured service on previous date.

The issue in dispute in this case is whether service beginning after midnight on a given date is properly chargeable to the date when it occurs in applying rules and understandings, or whether it should be charged to the date to which the shift involved is charged.

With the understanding that in the future, vacancies on third shift assignments filled at beginning of assignment period, will continue to be considered as service properly chargeable to the date previous to end of shift periods, and that vacancies occurring on third shift assignments after midnight will be considered as vacancies on the date when they occur excepting where local agreements provide otherwise, this may be accepted as our withdrawal of the instant claim under such understanding.

If you concur in the foregoing, please affix your signature in the space provided below.

Yours very truly,

/s/ W. M. DOLAN  
Vice President, B. R. T.  
/s/ V. R. ROBERTS  
General Chairman, B.R.T.

Accepted

/s/ J. E. WOLFE  
Assistant Vice Pres. C. B. & Q. R.R.

Y-9, Chicago (282)  
Chicago, Illinois  
March 14, 1956

Mr. J. E. Wolfe  
Asst. Vice President  
C. B. & Q. Railroad Company  
Chicago, ILL.

Dear Sir:

Please refer to the following GLO Docket Cases — 524,  
S-319, S-424.

These claims were discussed at conference on March  
14th, at which time we agreed the following handling and  
operation to be proper under rule provisions;

1. C. B. & Q. yard crews will be used to assist stalled  
interchange trains (both C. B. & Q. and foreign line)  
within the general switching district limits of C. B. & Q.  
yards.

2. Where permissible, C. B. & Q. crews will be used to  
assist other C.B. & Q. crews handling stalled interchange  
trains between C. B. & Q. yards and foreign line delivery  
point yards, excepting that foreign lane crews may properly  
be required to assist stalled C. B. & Q. interchange trains  
within the general switching district limits of the foreign  
line yard where train is stalled.

Our discussions developed that the claims listed above  
involved instances when C. B. & Q. crews were required to  
assist stalled foreign line interchange trains on C. B. & Q.  
tracks within the yard where claimants hold seniority.  
Since the requirement here forming basis of claims is  
permissible under Item 1 above, this will advise we are  
removing the cases from the docket and closing the files,

Please indicate your concurrence in the understanding  
and dispositions, by affixing your signature in the space  
provided below.

Yours truly,

/s/W.M.DOLAN  
Vice President, B. R.T.  
/s/ V. R. ROBERTS  
General Chairman, B.R. T.

Approved:  
/s/ J. E. WOLFE  
Asst. Vice President, C. B. & Q.

**CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY**

Cir.516 - 68  
Docket 639  
July 18, 1956

Mr. W. M. Dolan  
Vice President, B. R. T.  
Chicago, Illinois

Dear Sir:

Referring to discussion at conference on July 16 concerning your desire to amend the letter agreement of December 18, 1951 concerning the use of yardmen on their days off in other capacities to provide that yard men will be limited to not more than five days of work within their workweek in any week in which they perform a combination of service under the Yardmen's Agreement and service outside the scope of the Yardmen's Agreement.

It was agreed that effective August 1, 1956, when a regularly assigned yardman is employed in service outside the scope of the yardmen's collective agreement on one or both his assigned days off, the yardman under the circumstances will be required to be off on the next succeeding day or days in order to offset the time worked in other service, thus limiting his employment to not more than five days at the straight time rate within the assigned Workweek. The same principle will apply to extra yardmen, i.e., they will be required to take a day off for each day service outside of the scope of the agreement is performed so that they will work not more than five straight time days within the calendar week.

This understanding will not prevent yardmen from being used in service outside of the scope of the Yardmen's Agreement on their extended rest days but if so used their rest days will be further extended.

It was also agreed that if through an oversight a yardman used in other service on his rest days and this has his rest days extended under this agreement, is called for or permitted to mark up for service as a yardman on his extended rest days, the matter will be corrected if the local chairman calls the matter to the attention of the supervisory by extending that yardman's rest day to the following day, or days.

A yardman who has his rest days extended under the provisions of this understanding will not stand for service

on such extended rest days under the Agreement of August 13, 1953 — (pages 118-119 Yardmen' s Schedule).

This understanding will not apply at Chicago, Illinois.

Yours truly,  
/s/ J. E. WOLFE

ACCEPTED:  
/s/ W.M. DOLAN  
Vice President, B.R.T.  
/s/ V. R. ROBERTS  
General Chairman, B. R. T.

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**ARTICLE IV — PAID HOLIDAYS FOR  
YARD SERVICE EMPLOYEES**  
(Agreement of April 5, 1957)

**Section 2 — Regularly Assigned Yard Service Employees**

(a) On the elective date of the option adopted pursuant to Section 1 of this Article IV, each regularly assigned yard service employee, who meets the qualifications provided in paragraph (b) hereof, shall receive one basic day's pay at the pro rata rate of the position to which regularly assigned for each of the following enumerated holidays when such holidays fall on an assigned workday of the work week of the individual employee; New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day.

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

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, a regularly assigned employee must be available for or perform service as a regularly assigned employee on the workdays immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned yard service employee whose assignment is annulled, cancelled or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment

(Rev. 11/61)



as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for yard service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

NOTE 1 : A regularly assigned yard service employee who qualifies for holiday pay under paragraph (b) above shall not be deprived thereof by reason of changing from one regular yard assignment to another regular yard assignment on the workday immediately preceding or following the holiday or on the holiday.

NOTE 2: A regularly assigned yard service employee whose assignment is annulled, cancelled, or abolished, or a regularly assigned yard service employee who is displaced from a regular assignment as a result thereof as set forth above in paragraph (b), and who reverts to the extra board, will be considered "available" if he marks himself on the extra board in sufficient time under existing applicable mark-up rules to work a tour of duty at the first opportunity permitted by such applicable rules.

NOTE 3: An employee will be deemed to have performed service or fulfilled his assignment if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

(c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 2 for qualifying employees shall be in addition thereto.

(d) In yards operating under strict seniority or markup boards, determination of "regularly assigned employees" for the purpose of applying the qualifying

provisions of paragraph (b) of this, Section 2 shall be the subject of negotiations on the individual properties.

(e) This Section 2 applies only to regularly assigned yard service employees paid on an hourly or daily basis, who are subject to yard rules and working conditions. Except as provided for in Note 3 to Section 2 (b) above, each of the qualifying days of service provided in paragraph (b) of this Section 2 must be performed in yard service.

(f) Existing weekly or monthly guarantees shall be modified to provide that where a holiday falls on the workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) of this Section 2, unless the regularly assigned employee fails to qualify under paragraph (b) of this Section 2, shall satisfy such guarantee. Nothing in this Section 2 shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) of this Section 2.

(g) That part of all rules, agreements, practices or understandings which require that yard crew assignments or individual assignments for yardmen be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this Section, will apply.

(h) As used in this Section 2, the terms "workday" and "holiday" refers to the day to which service payments are credited.

(i) Nothing in this Section 2 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3 (Five Day Work Week) of the Agreement of May 25, 1951, as amended.

### **Section 3— Extra Yard Service Employees**

(a) On the effective date of the option adopted pursuant to Section 1 of this Article IV, each extra yard service employee, who meets the qualifications provided in paragraph (b) of this Section 3 shall receive one basic day's pay at the pro rate on any of the following enumerated holidays:

(Rev. 11/61)

New Year's Day  
Washington's Birthday  
Decoration Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday the allowance of one basic day's pay shall be at the rate of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must-

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day or, the holiday, or

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(3) if such employee cannot qualify under Section 3(b) (1) or (b) (2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days, and compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 1: An employee whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic day's provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra yard service employee and (2) he meets the qualifications set forth in paragraph (b) of Section 2 on the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee

who voluntarily changes his service status to an extra yard service employee on any of the 3 qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: For the purpose of Section 3, an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service in accordance with rules and practices on the carrier.

NOTE 3: The term "extra yard service employee" shall include an extra employee on a common extra list protecting both road and yard service, except that an employee, while performing road service, shall not be regarded as being available for yard service, unless compensation for yard service paid him by the carrier is credited on 11 or more of the 30 calendar days immediately preceding the holiday.

NOTE 4; The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions

(c) Rules governing payment for service rendered on the holidays enumerated above are not changed hereby. Service performed on such days shall be paid for at the rate provided in existing schedules, and the allowance of one basic day's pay provided for in paragraph (a) of this Section 3 for qualifying employees shall be in addition thereto.

(d) As used in this Section 3 the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payments are credited.

(e) Nothing in this Section 3 shall be considered to change or modify application of the Vacation Agreement effective July 1, 1949, as amended, and Article 3, Five-Day Work Week) of the Agreement of May 23, 1951, as amended.

**BROTHERHOOD OF RAILROAD TRAINMEN**

Sept. 7, 1957

Mr. J. E. Wolfe,  
Vice President— Personnel  
C. B. & Q. Railroad Company  
Chicago, Illinois

Dear Sir:

Referring to our discussion at conference on April 29th concerning the application of Article IV of Agreement of April 5, 1957 — Paid Holidays for Yard Service Employees, at which time it was agreed:

1. It is understood that regular yardmen are those having assigned days off, either assigned to the individual or working on jobs with days off assigned to the jobs.

2. When assignments are not operated on the specified holidays they will be left on the board and shown as "laid in" or "cancelled" for the day. If a yardman on such a "laid in" job wishes to place on an assignment that is operated on the holiday he may do so but he is not so required in order to qualify for the holiday payment. A yardman is not permitted to relinquish an assignment that is operated on the holiday in order to place on a "laid in" job, but may do so if displaced from his assignment.

3. A yardman who does not work on a holiday but who is compensated therefore under the holiday provisions, is not permitted to perform service on his assigned days off excepting per Section 11(d) of Article 3.

4. A yardman compensated under holiday provisions for a holiday not worked will not receive duplicate compensation under Mediation Agreement A-547 account operation reduced below the minimum provided. A yardman who stands for service and who is the available yardman within the meaning of Mediation Agreement A-547 when operation reduced below minimum provided, will receive the payment to which the agreement entitled him, although he would not qualify for holiday payment under the new agreement.

5. A regular yardmen is not permitted or required to change from a regular assignment to the extra list on a specified holiday, or vice versa.

I have conducted a referendum vote of the membership involved, resulting in a large majority of the employee favoring the adoption of Article IV with the understanding we reached on April 29th quoted above.

This will accordingly request that Paid Holidays for Yard Service Employees be made effective on the C. B. & Q. Railroad on November 1, 1957. I do not believe that additional supplementing understandings are required, but in the event you deem it advisable to have further discussion of the application, I shall be glad to do so.

Will you please acknowledge and advise.

Yours very truly,  
/s/ V. R. ROBERTS  
General Chairman, B.R.T.

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**BROTHERHOOD OF RAILROAD TRAINMEN**

Sept. 21, 1957

Mr. J.E. Wolfe,  
Vice President — Personnel,  
C. B. & Q. R. R. Company  
Chicago, Illinois

Dear Sir:

This will refer to my letter of September 7 and yours of September 16, file Cir. 748, reading in part:

“This will acknowledge receipt of your letter of September 7 serving notice to make effective on the C. B. & Q. Railroad on November 1, 1957 the Paid Holidays for Yard Service Employee provisions contained in Article 4 of the Agreement of April 5, 1957, and setting forth understandings reached at conference on April 29 concerning application of said agreement.

“In connection with the last sentence of Item 2 it was agreed that regular men must mark upon the same job on the holiday as the job they held on their last workday immediately preceding the holiday rather than placing on a job that is ‘laid-in’, unless displaced by a senior men.

A yardman can of course mark up on another job scheduled to work on the holiday.

"In connection with Item 8 it was understood that payment to such a yardman for holiday pay would not apply toward the five eight-hour shifts in a workweek as referred to in Section 8 (3) of the Forty-Hour Week Agreement. For example, a yardman with Saturday and Sunday rest days, works Monday through Thursday. He does not work on a Friday holiday because the job on which he worked Thursday was laid-in on the holiday, but he qualified and is paid under the holiday rule for Friday. He is signed up to work on Saturday from the supplemental extra list and is called there from in proper order. He would receive only the pro rata work rate for such service, as he had only worked four eight-hour shifts in that workweek.

"Will you please confirm the foregoing."  
and confirm the understandings set forth.

Yours very truly,  
/s/ V.R. ROBERTS  
General Chairman, B. R. T.

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**BROTHERHOOD OF RAILROAD TRAINMEN**

October 7, 1957

Mr. J. E. Wolfe  
Vice President— Personnel  
C. B. & Q. Railroad Company  
Chicago, Illinois

Dear Sir:

This acknowledges your letter of October 3, file Cir. 748, reading:

"Referring to our exchange of correspondence concerning application of Paid Holidays for yardmen.

"Under the note to Section 2 (b), if a yardman is used as an extra yardmaster on either or both of his qualifying days, such service will not deprive him of holiday pay subject to his meeting other qualifications. In such cases where a yardman is used as an extra yardmaster on his

Workday immediately preceding a holiday, then in pursuance of understanding covered by your letter of Sept. 7 and mine of September 16, he will be required to mark up for service as a yardman on the holiday, providing he is not used as a yardmaster on the holiday, on the same job he last marked on and worked before working as an extra yardmaster, unless a senior yardman has marked thereon in which event he may mark up on another job or on a "laid-in" job.

"This also brings to mind application of our Agreement of July 18, 1956, providing for extension of rest days for a yardman employed in service outside the scope of the yardmen's Agreement, on one or both of his assigned days off. It may happen that the extended rest day would fall on a holiday. In such a case, I believe we should agree that the extended rest day would be carried over to the day after the holiday, in order that the yardman may qualify for holiday pay.

"Will you please advise your concurrence."  
and advise my concurrence therein. I understand that our agreement in this respect covers any other service required of a yardman outside the scope of the Yardmen's Agreement on his assigned day or days off, in line with the language of the note to Section 2 (b) of Article IV and our agreement of July 18, 1956.

Yours truly,  
/s/ V.R. ROBERTS  
General Chairman, B. R. T.

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**MEMORANDUM OF AGREEMENT  
BETWEEN  
CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY  
AND  
BROTHERHOOD OF RAILROAD TRAINMEN**

The parties hereto mutually agree that:

1. All employees coming within the scope of agreements between the parties who have heretofore attained the age of seventy (70) years, or who shall attain the age of



seventy (70) years on or before December 31, 1957, shall have their seniority rights acquired under the rules and working agreements between the parties terminated on December 31, 1957.

2. Employees who shall attain the age of seventy (70) years after December 31, 1957 shall have their seniority rights acquired under the rules and working agreements between the parties terminated on the last day of the calendar month in which they attain the age of seventy (70) years.

3. After the seniority of an employee has been terminated as provided herein, his name shall be stricken from the seniority roster or rosters provided for by said rules and working conditions agreements, and such person shall not be permitted to work or be reemployed by the Carrier in service coming under the rules and working conditions agreements between the parties signatory hereto.

4. It is understood that an employee on a run which does not return to the home terminal each day and who is at the away-from-borne terminal at the end of the day on which his seniority is to be terminated will be permitted to work his turn or assignment back to the home terminal.

5. Compliance with the provisions of this agreement shall not be the basis for any time claims.

6. In the event of a serious manpower shortage, this agreement shall be suspended for the duration of such emergency. If the parties cannot agree that a serious manpower shortage exists, such question shall be submitted to arbitration.

7. This agreement shall become effective September 25, 1957 and shall remain in effect until revised or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 25th day of September, 1957

FOR THE BROTHERHOOD OF RAILROAD  
TRAINMEN:

/s/ V. R. ROBERTS  
General Chairman

FOR THE CHICAGO, BURLINGTON & QUINCY  
RAILROAD COMPANY:

/s/ J.E. WOLFE  
Vice President-Personnel

**MEMORANDUM OF AGREEMENT**  
**Between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD**  
**COMPANY**  
**and the**  
**BROTHERHOOD OF LOCOMOTIVE ENGINEERS**  
**BROTHERHOOD OF LOCOMOTIVE FIREMEN AND**  
**ENGINEMEN**  
**ORDER OF RAILWAY CONDUCTORS AND**  
**BRAKEMEN**  
**BROTHERHOOD OF RAILROAD TRAINMEN**

In full and complete disposition of the organizations' request for payment for attendance at investigations, re-examinations on operating and/or mechanical rules, safety instruction classes or meetings, and physical re-examinations, it is agreed as follows:

1(a), Employees required by the Carrier to attend an investigation in pursuance of the provisions of the Agreement of February 1, 1947 (dealing with investigation and assessment of discipline) to determine the facts and their responsibility in connection with an accident or alleged violation of operating or mechanical rules, who are not found guilty, will be paid for all time lost. If no time is lost, such employees who are not found guilty will be paid for actual time spent at the investigation at the straight time rate of the last service performed.

1(b). These provisions shall also apply to employees required by the Carrier to attend investigations as witnesses. The Carrier will call all witnesses who can give pertinent testimony in connection with the specific occurrence being investigated.

2(a). When employees are required by the Carrier

to attend periodical re-examination on operating and/or mechanical book of rules or instruction classes, they will be compensated therefore at straight time rate of the last service performed for actual time consumed in excess of two hours computed from time required to report until released.

(b). This provision is not applicable in connection with examination on rules required for promotion, or when required following return to service after absence from service for any reason such as but not limited to illness or furlough.

3(a). When employees are required by the Carrier to submit to periodical physical re-examinations, they will be compensated therefore at the straight time rate of the last service performed for the actual time consumed in excess of two hours computed from the time of appointment to completion of the examination.

(b). This provision is not applicable in connection with any physical re-examination that may be required for promotion, or following return to service after absence from service for any reason such as but not limited to illness or furlough. Likewise it will not apply in connection with physical examinations conducted in connection with modification or lifting of a restriction made because of physical condition.

NOTE: Employees who are required to submit to periodical physical re-examinations will be examined at the nearest point where regularly appointed physicians are available and this without loss of time. Employees may arrange to take such examinations at their away from home terminal.

This agreement shall become effective July 16, 1964, and shall continue in effect thereafter subject to the serving of thirty (30) days notice by one party upon the other party, further handling to be in pursuance of the provisions of the Railway Labor Act.

**MEMORANDUM OF AGREEMENT**  
**between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD**  
**COMPANY**  
**and**  
**ORDER OF RAILWAY CONDUCTORS AND**  
**BRAKEMEN**  
**BROTHERHOOD OF RAILROAD TRAINMEN**

The following understandings are reached respecting the matter of promoting yardmen-brakemen to conductors as a result of the agreements covering the extension of seniority between yardmen and road brakemen:

Rule 78 of the conductors' and trainmen's agreement is hereby interpreted to mean that hereafter a trainman or yardman who has had two years' experience in freight and/or yard service will be eligible for promotion to conductor providing he has one year's experience in road freight service, which may include the three months' freight service immediately preceding promotion. In other words a yardman trainman who meets the two-year requirement must have at least nine months' service in road freight service, plus the three month's freight service required immediately preceding promotion to a freight conductor.

A yardman-trainman who is assigned to yard service when notified to prepare for promotion to conductor must avail himself of the first opportunity to place in road freight service to secure the necessary road freight service to qualify him for promotion or forfeit his right to promotion.

When an employee in yard service notified for promotion is not available under agreement provisions for the required immediate road freight service under Rule 78, he will be required to advise local officers

within seven days that he will place in road freight service as soon as available therefore or he will relinquish right to promotion.

In the event a yardman-trainman does not have an opportunity to immediately place in road freight service but does so at the first opportunity, he will be given his seniority as conductor in accordance with his standing as trainman.

It is understood that such employees will be given promotion examination upon expiration of the ninety days' freight experience immediately preceding promotion.

An emergency conductor assigned to yard service will not be used to perform emergency conductor service except when no other extra or emergency conductor is available.

Signed at Chicago, Illinois, this 5th day of August, 1965.

FOR THE ORGANIZATIONS

/s/ G. R. FIELD  
General Chairman. ORC&B  
/s/ V. R. ROBERTS  
General Chairman. BRT

FOR THE CARRIER:

/s/ A. E. EGBERS  
Asst. to Vice President-Operation  
(Labor Relations)

**MEMORANDUM OF AGREEMENT**  
**between**  
**CHICAGO, BURLINGTON & QUINCY RAILROAD**  
**COMPANY**  
**and**  
**ORDER OF RAILWAY CONDUCTORS AND**  
**BRAKEMEN**  
**BROTHERHOOD OF RAILROAD TRAINMEN**

The following understandings are reached in disposition of disputes that have arisen under certain Articles of the June 25, 1964 Agreement:

**Article I**

1. If brakemen are required to protect service as a conductor on any of the qualifying days this will be considered as meeting the qualification requirements for paid holidays and time and one-half for service on their regular assignment on holidays.

2. If an extra man works on a local freight assignment or road switcher assignment which is subject to the paid holiday rule, such employee will receive time and one-half for working on the holiday.

3. If a through freight assignment which operates 100 miles or less per day converts to wayfreight on one-half or more of the thirty days preceding the holiday, the regularly assigned employees on such assignment will be considered subject to Article 1, Section 2, Paid Holiday provisions of the June 25, 1964 Agreement.

It is agreed that an assigned freight crew operating in straightaway service and coming within the provisions of Article 1, may be operated in turnaround service out of the home terminal to an intermediate point and return on the, day preceding or following a holiday listed in Article I, Section

2 of the June 25, 1964 Agreement, on which the assignment is annulled, in order to get the crew on their regular assignment. For such turnaround operated, the crew will be paid actual miles operated but not less than mileage of their regular assignment. The turnaround mileage will not be used to deny holiday allowances otherwise applicable.

4. Crews on local freight assignments which operate less than 100 miles on certain days of the week and on other days of the week operate over 100 miles which provides a mileage component in determining compensation, will not qualify for holiday pay and time and one-half for work on the holiday.

## Article II

If a crew ties up at any point other than the home terminal for pool crews or the designated home terminal in the case of an assigned crew, at which suitable lodging has not been provided, each crew member will be allowed the meal allowance of \$1.50 and the lodging allowance of \$2.00 for each such tie-up, if the tie-up is for four hours or more.

If at such a tie-up point, Carrier has arranged for suitable lodging, the employees will use such lodging and will be allowed the meal allowance provided the tie-up is for four hours or more.

In the case of a bulletined work train headquartered at an outside point, lodging will be provided for the men or they will be allowed the lodging allowance of \$2.00 in any case where the assignment is on and tied up for less than five days at any point. It is understood that crews will not be headquartered at a location where food and lodging cannot be made available.

Agreement is not applicable in the case of road crews tied up at other than the home terminal under emergency conditions as provided in ORC& B and BRT Rules 65 and 84.

## **Article V**

In yards classified as such under the Road-Yard Switching Agreements, where yard crews are not operated, road crews may perform any yard service but will be paid for actual time with a minimum of one hour at pro rata rate provided in the Road-Yard Switching Agreements.

2. At yards where yard crews are employed on only one shift, the twelve-hour periods described in Section 5 of Article V of the June 25, 1964 Agreement will also apply to days of the week when the yard crew is not worked. (This means that at a yard where yard crews are employed on one shift, for example, Monday through Friday, any switching by road crews during the first twelve-hour period on any day of the week will be subject to the provisions of the existing Road-Yard Switching Agreements, and second twelve-hour period per Sections 1 and 3 hereof.)

3. In one shift yards, road crews may be required to perform any yard service during the second twelve hour period for which they will be compensated by payment of actual time with a minimum of one hour at pro rata rates provided in the respective Road-Yard Switching Agreements.

4. Section 5 of Article V has no application at yards where there is more than one shift yard operation, unless properly reduced to that extent as a result of a joint check.

5. Switching allowances to conductors shall be at yard foreman's rate.

All pending claims will be disposed of under the terms of this agreement.

This agreement shall become effective on the date signed and shall continue in effect thereafter subject to the serving of thirty days' notice by one party upon the other party, further handling to be in conformity with the procedural requirements of Section 6 of the Railway Labor Act.



## AGREEMENT

This Agreement made this 25th day of June 1964 by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brakemen, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America.

IT IS HEREBY AGREED:

ARTICLE I — PAID HOLIDAYS:

Section 1

Holiday provisions currently applicable to regularly assigned and extra yard ground service employees (conductors (foremen), brakeman (helpers), switchtenders and car retarder operators) are unchanged, except in the following respects:

(a) Add the following provision to be applicable to the qualifying conditions for extra yard service employees:

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

NOTE: This workweek shall not be applied to extra yard service employees who have scheduled days off other than Saturday and Sunday,

in which event the same principles outlined above will apply in determining the workdays immediately preceding and following the holiday.

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

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

## SECTION 2

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

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

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving flay
Decoration Day	Christmas Day
Fourth of July	

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

NOTE: When any of the above-listed holidays fall on Sunday, the day observed by the State of Nation shall be considered the holiday.

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

(c) To qualify for holiday pay, a regularly assigned employee referred to in paragraph (a) hereof must be available for or perform service as a regularly assigned employee in the classes of service referred to on the work days immediately preceding and following such holiday, and if his assignment works on the holiday, the employee must fulfill such assignment. However, a regularly assigned employee whose assignment is annulled, cancelled or abolished, or a regularly assigned employee who is displaced from a regular assignment as a result thereof on (1) the workday immediately preceding the holiday, (2) the holiday, or (3) on the workday immediately following the holiday will not thereby be disqualified for holiday pay provided he does not lay off on any of such days and makes himself available for service on each of such days excepting the holiday in the event the assignment does not work on the holiday, and the holiday falls on a workday of his assignment. If the holiday falls on the last day of an employee's Workweek, the first workday following his "days off" shall be considered the workday immediately following. If the holiday falls on the first work day of his work week, the last workday of the preceding Workweek shall be considered the workday immediately preceding the holiday.

(d) Weekly or monthly guarantees shall be modified to provide that where a holiday falls on the Workday of the assignment, payment of a basic day's pay pursuant to paragraph (a) hereof, unless regularly assigned employee fails to qualify under

paragraph (c) hereof, shall be applied toward such guarantee. Nothing in this Section shall be considered to create a guarantee where none now exists, or to change or modify rules or practices dealing with the carrier's right to annul assignments on the holidays enumerated in paragraph (a) hereof.

(e) That part of all rules, agreements, practices or understandings which require that crew assignments or individual assignments in the classes of service referred to in paragraph (a) hereof be worked a stipulated number of days per week or month will not apply to the seven holidays herein referred to; but where such an assignment is not worked on a holiday, the holiday payment to qualified employees provided by this rule will apply.

(f) As used in this rule, the terms "workday" and "holiday" refer to the day to which service payments are credited.

### SECTION 3

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

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

- New Year's Day
- Washington's Birthday
- Decoration Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

if any of the above-designated holidays falls on a Workweek as defined in paragraph (c) hereof.

Only one basic day's pay shall be paid for the holiday irrespective of the number of shifts worked. If more than one shift is worked on the holiday, the allowance of one basic day's pay shall be at the rate of pay of the first tour of duty worked.

NOTE: When any of the above-listed holidays falls on Sunday, the day observed by the State or Nation shall be considered the holiday.

(b) To qualify, an extra yard service employee must —

(1) perform yard service on the calendar days immediately preceding and immediately following the holiday, and be available for yard service the full calendar day on the holiday, or,

(2) be available for yard service on the full calendar days immediately preceding and immediately following the holiday and perform yard service on such holiday, or,

(3) if such employee cannot qualify under Section 3 (b)(1) or (b)(2), then in order to qualify he must be available for yard service on the full calendar days immediately preceding and immediately following and the holiday, or perform yard service on any one or more of such days and be so available on the other day or days.

NOTE: For the purpose of Section 3(b) (1), (2) and (3), an extra yard service employee will be deemed to be available if he is ready for yard service and does not lay off of his own accord, or if he is required by the carrier to perform other service within that yard in accordance with rules and practices on the carrier.

(c) For purposes of this Section 3, the work week for extra yard service employees shall be Monday through Friday, both days inclusive. If the holiday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

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

(d) Any of the extra yard service employee described in paragraph (a) of this Section 3 who work, on any of the holidays listed therein shall be paid at the rate of time and one-half for all services performed on the holiday with a minimum of one and one-half times the rate for the basic day.

(e) As used in this Section 3, the terms "calendar day" and "holiday" on which yard service is performed refer to the day to which service payment are credited.

NOTE 1: An employee subject to this Section 3 whose service status changes from an extra yard service employee to a regularly assigned yard service employee or vice versa on one of the qualifying days shall receive the basic Days pay provided in paragraph (a) of Section 3 provided (1) he meets the qualifications set forth in paragraph (b) of Section 3 on the day or days he is an extra service employee, and (2) he meets the qualifications set forth in paragraph (c) of Section 2 of the day or days he is a regularly assigned yard service employee, provided further, that a regularly assigned yard service employee who voluntarily changes his service status to an

extra yard service employee on any of the three qualifying days shall not be entitled to receive the pay provided for in paragraph (a) of Section 3.

NOTE 2: The term "yard service" as used herein applies only to yard service paid for on an hourly or daily basis and subject to yard rules and working conditions.

ARTICLE II EXPENSES AWAY FROM HOME:  
SECTION 1 —

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular point for tying up crew) other than the designated-home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be provided only if it is not reasonably possible to provide lodging.

If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging, is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

SECTION 2 —

When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in

Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

NOTE: For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

### ARTICLE III — SELF—PROPELLED MACHINES

#### SECTION 1 —

The following shall govern the manning of self-propelled vehicles or machines by train service employees (conductors and brakemen) used in the maintenance, repair, construction or inspection work:

(a) Road Service — A conductor will be employed on on-rail self-propelled vehicles or machines when operating in main line territory, provided such machines are equipped with a drawbar and are operating under train orders.

NOTE 1: Self-propelled machines for the purpose of this Article means such equipment operated on rails.

NOTE 2: Drawbar means a device capable of being used in moving standard freight cars.

NOTE 3: Main-line territory means main line and branch lines in Road Territory outside of Switching limits but not spurs or the like.

NOTE 4: Train orders is used in the vernacular of train men as defined in the Operating Book of Rules.

(b) Yard Service — A yard conductor (foreman) will be employed on on-rail self-propelled vehicles or machines operating within general switching limits



provided such machines have sufficient power to move freight cars ; and, if more than two cars are handled at any one time a yard brakeman (helper) will also be employed.

This provision will not apply to the operation of self-propelled vehicles or machines in confined areas such as shop tracks, supply areas, tie yards and so forth, except that with respect to such self propelled machines now working in the confined areas where rules or practices require the employment of a yard ground man, such rules and practices are preserved and the yard conductor's (foreman's) rate will apply to this service.

#### SECTION 2 —

Rules or practices under which a locomotive engineer, or fireman where presently required, is employed on on-rail self-propelled vehicles or machines for the purpose of operating the machine in the performance of all the work lot which such machines are designated are retained.

#### SECTION 3—

Except under the conditions herein specifically prescribed, operating employees need not be used on self-propelled vehicles or machines. It should be noted in addition that this Agreement does not alter any existing rules or practices except as specifically stated herein.

#### SECTION 4 —

Every employee deprived of employment as the immediate and proximate application of this rule, shall be entitled to the schedule of allowances set forth in Section 7(a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump-sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year

from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936 will not be entitled to retraining benefits.

#### SECTION 5 —

Nothing contained in this Article III shall be construed to require the employment of engine and train service employees where not now required.

ARTICLE IV — PAY STRUCTURE — INEQUITY  
ADJUSTMENTS:  
Not reproduced.

Article V — COMBINATION ROAD—YARD:

The last yard crew assignment in a yard, or on a shift where more than one yard assignment is employed, may be discontinued under the following conditions: (Yard as used herein is defined to mean a 'common terminal point where a seniority roster for yard ground men is maintained.)

1. In the case of the last yard crew assignment in a yard, such assignment may be discontinued if a joint study indicates that the average time consumed in switching is less than four hours within a spread of ten hours for ten consecutive working days. The ten hours referred to will begin concurrently with the starting time of the particular yard crew assignment. If switching increases to the point where there is an average of more than four hours of such work within any spread of the same ten hours for ten consecutive working days, as previously assigned, the yard crew assignment will be restored.

In the case of a yard crew assignment on a particular shift (in yards where more than one yard crew is operated), such yard crew assignment may be discontinued if a joint study indicates that there is an average of less than four hours switching within the spread of 12 hours for ten consecutive working days, this spread to begin at the starting time of the yard crew assignment which the carrier seeks to discontinue. In computing the time engaged in switching only the time consumed by the yard engine the carrier seeks to discontinue will be considered, subject to the provisions of section 10 hereof. The same formula will be adhered to in the restoration of the discontinued assignment, using the second twelve-hour period as set forth in section 5.

NOTE: The studies referred to in this Section 1 shall be conducted in the following manner:

Where a carrier proposes to discontinue the last yard crew assignment in a yard or on a shift where more than one yard assignment is employed, it shall give ten (10) days' written notice of the proposed discontinuance to the representatives of the employees involved, advising the names of the carrier's officials who are designated as its representatives for the purpose of the study, and the date on which the study will begin. At anytime prior to the date the study is to begin, the representatives of the employees involved shall advise the carrier of the names of their representatives for the purpose of the study. If such representatives are not so named, or fail to participate, the study may be conducted by the representatives of the carrier. In either event, the result of the study shall be binding on the parties for the purpose of this rule.

The same procedure will be adhered to in conducting studies proposed by the representatives of the employees for the restoration of assignments that have been discontinued under the provisions of this Section 1.

2. The provisions of section I hereof are not intended to impose restrictions in regard to discontinuing yard crew assignments where restrictions do not now exist.

3. Road crews may perform any yard service at yards where yard crews are not employed.

4. Road crews may continue to perform any yard service now permitted, without additional payments, if such payments are not now required.

5. At points where a yard crew or yard crews are employed, the starting time of the first yard crew assignment shall begin a twelve-hour period (herein called the first twelve-hour period) within which road crews may not perform yard service not permitted on the day immediately preceding the effective date of this agreement. Road crews may be required to perform any yard service during a second twelve-hour period beginning at the expiration of the first twelve-hour period provided yard crew assignments are not assigned to start or terminate during such second twelve-hour period.

6. No change in work permitted or compensation paid to combination assignments, such as Mine Run, Tabulated Assignments, etc.

7. Switching service in yards by road crews when yard crew is not on duty, as a result of the discontinuance of yard crew assignment pursuant to Section 1 hereof, shall be paid for on the minute basis, with a minimum of 1 hour at appropriate yard rates.

8. If overtime accrues under applicable road overtime rules during the period switching is being performed, such overtime payments will be made in addition to the payments required under section 7 hereof.

9. Initial and final terminal delay rules shall not be disturbed by this agreement except that when road crews perform yard service for which they are compensated under the provisions of section - hereof

during a period to which initial terminal delay or final terminal delay rules are otherwise applicable, such road crews will be paid either terminal delay or switching, whichever will produce the greater amount of compensation.

10. The yard switching work for which compensation is previously allowed to road crews for that specific yard work and yard switching work by road crews which required penalty payments to yard crews will be considered switching for the purpose of section 1 of this Article.

11. Every employee deprived of employment as the immediate and proximate application of this rule shall be entitled in the schedule of allowances set forth in Section (a) of the Washington Agreement of May 21, 1936; or to the option of choosing the lump sum separation allowance set forth in Section 9 of said Agreement. In addition to the foregoing, employees who do not elect to accept the lump-sum separation allowance set forth in Section 9 of said Agreement, if qualified, may elect within one year from the date of their furlough to prepare themselves for some other occupation for which training is available (of the type approved by the Veterans Administration under the Veterans' Readjustment Assistance Act of 1952), with the carrier paying 75 per cent of the tuition costs of such training for a period not exceeding two years. Whenever and to the extent that the United States Government makes provisions for retraining out of public funds, the obligation of the carrier shall be reduced correspondingly. Those employees who elect to accept the lump-sum separation allowance set forth in Section 9 of the Washington Agreement of May 21, 1936, will not be entitled to retraining benefits.

#### ARTICLE VI — INTERDIVISIONAL SERVICE:

The interdivisional dispute shall be submitted to a committee, established on a national basis, of which the public members shall be Dr. George W. Taylor and Mr. Theodore W. Kheel. Procedures for mediation to a conclusion shall be established by the public members.

ARTICLE VII — SETTLEMENT OF DISPUTES:

Any disputes involving the interpretation or application of this Agreement shall be settled by the parties in accordance with the established procedures therefore, including the creation of Special Boards of Adjustment and other procedures of Section 3 of the Railway Labor Act.

ARTICLE VIII— EFFECT OF THIS AGREEMENT:

This agreement shall become effective upon ratification by all of the organizations signatory hereto except that upon such ratification the adjustments in rates of pay provided by Article IV shall be effective as of May 7, 1964, and the requirements of Section 1 of Article II with respect to the furnishing of suitable lodging or an equitable allowance in lieu thereof shall be made effective at a date no later than 30 days following such ratification.

This agreement is in settlement of the dispute growing out of notices served by the carriers listed in Exhibits A, B, and C on or about November 2, 1959, and by the organizations signatory hereto on September 7, 1960, as implemented by notices of April 6, 1961 not including issues disposed of by the Award of Arbitration Board No. 282, and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended except that rates for miles in excess of those comprising the basic day shall remain unchanged until January 1, 1968.

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented respectively by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway conductors and Brakeman, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

ARTICLE IX

This agreement is subject to approval of the Courts with respect to Carriers in the hands of Receivers or Trustees.

Signed this 25th day of June, 1964.

(Signatory parties not reproduced.)