

BURLINGTON NORTHERN INC.

SCHEDULE

FOR

CONDUCTORS

EFFECTIVE JUNE 1, 1924,

Except rates of pay which are
effective as of April 1, 1924.

**Rates of Pay for Conductors
as of October 1, 1937**

CONDUCTORS' SCHEDULE

Article I - Passenger

Rule 1--Minimum monthly guarantee on runs as tabulated:	
Former guarantee of \$221.20 increased to	\$234.40
Former guarantee of 214.20 increased to	227.40
Rule 2(a) -- Rate per day	7.815
Rate per mile.....	.05053
Rule 2(d) -- Special passenger service --	
per day.....	7.815
Special passenger service—	
per mile.....	.05053
Rule 3(c) -- Rate per hour for overtime.....	.9775
Rule 30(b) -- Earnings guarantee - per day	7.88

Article II - Freight Service

Rule 36 -- Through freight service--daily rate	7
Rule 37 -- Mixed train service - daily rate	8.14
Rule 38 -- Local freight service - daily rate	7.75
Rule 44 -- Work or Wrecking service, Valley,	
daily rate.....	7.20
Work or Wrecking service, Mountain,	
daily rate.....	7.87
Rule 51 -- Snow Plow Service - daily rate	7.90
Rule 56 -- Mountain Service - daily rate.....	8.34

MEMORANDUM OF AGREEMENT between the Northern Pacific Railway Company and its employees represented by the Order of Railway Conductors and Brakemen and Brotherhood of Railroad Trainmen made pursuant to the provisions of Article 7 of the ORC Agreement of May 25, 1952 and BRT Agreement of May 25, 1951 covering the pooling of cabooses.

IT IS AGREED:

Except for assigned locals and assigned work trains, the Railway Company may pool cabooses, including cabooses in interrailroad service between the Northern Pacific and Southern Pacific. When a caboose is pooled on a particular assignment or in a specific territory, the following will govern:

1. Before pooled cabooses are operated, locker rooms equipped with table, chairs or benches and ventilated 18"x18"x72" lockers in a number sufficient to furnish each conductor and trainman on a pooled caboose with a locker, and washrooms equipped with washbasins and toilets will be provided at home and distant terminals for conductors and brakemen required to perform service with pooled cabooses. Janitorial service for these facilities will be performed by other than conductors and trainmen.

2. Except for cabooses furnished by the Southern Pacific for use in interrailroad service (which cabooses will be those acceptable to the employees of that carrier in such service), cabooses of the 1000 and 1100 series will be used in pooled caboose service. Initially, cabooses of the 1100 series will be used in pooled caboose service until their supply has been exhausted, following which the cabooses of the 1000 series may be used. In the event it becomes necessary to use cabooses of the 1000 series in this service, a sufficient number of such cabooses to fill the needs of the pooled caboose service will be upgraded within six (6) months from the date such cabooses are used in pooled service by equipping them with cushion-type underframes, electric lights, Incinolet toilets and gas-operated refrigerator and water cooler. The Railway Company will clean cabooses at the originating terminal of the train on which the cabooses are pooled. The Railway Company will also supply these cabooses and conductors on such cabooses will make record of material used during their tour of duty on the prescribed form.

Note: If in the future the Railway Company desires to pool cabooses with railroads other than the Southern Pacific, before such service is inaugurated the Railway Company shall negotiate with the General Chairmen with respect to the type of cabooses to be used in such service.

3. Transportation between the caboose and point of going on and off duty will be furnished by the Railway Company for conductors and brakemen at points where they are required to board or leave pooled caboose one-half (1/2) mile or more from the point of going on or off duty. When train crews on pooled cabooses are tied up or placed on release between terminals because of an emergency, such as wreck, snow blockade, etc., and food and lodging are not available at the tie-up point, transportation will be furnished such crews when practicable to a point where food and lodging are available.

4. When unassigned crews are called to perform service on trains where cabooses are not pooled and they are tied up at branch line terminals or other outlying points it will not be necessary for the Railway Company to provide the facilities outlined herein. However, the Railway Company will clean the caboose used on such train at the originating terminal of the train.

5. Conductors and trainmen who perform service on a caboose that is pooled under the provisions of this agreement will be paid an arbitrary allowance for each road mile actually run in accordance with the following:

(a) Conductors and trainmen who do not qualify for Expenses Away From Home (Article II of the June 25, 1964 National Agreement) will be paid one cent (1¢) per road mile actually run with a minimum of 100 road miles per trip; and

(b) Conductors and trainmen who qualify for Expenses Away From Home (Article II of the June 25, 1964 National Agreement) will be paid one-half cent (1/2¢) per road mile actually run with a minimum of 100 road miles per trip.

Note: Conductors and trainmen deadheading before or after performing service on a pooled caboose will be compensated under the provision of either Item (a) or (b) of this paragraph.

6. This Memorandum of Agreement takes precedence over any schedule rule, agreement, interpretation or practice in conflict therewith.

Signed at St. Paul, Minnesota, this 8th day of May, 1967.

For the Northern Pacific Railway Company:
G. M. deLambert
Assistant Vice President - Labor Relations

For the Employees:
J. S. Turrell,
General Chairman
Order of Railway Conductors and Brakemen

P. S. Griffith
General Chairman
Brotherhood of Railroad Trainmen

Approved:
F. D. Tuffley
Vice President
Brotherhood of Railroad Trainmen

Witnessed:
Lawrence Farmer
Mediator

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the NORTHERN PACIFIC RAILWAY CO.:

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

For the EMPLOYEES

ORDER OF RAILWAY CONDUCTORS:

E. M. HELGESON /s/
General Chairman.

BROTHERHOOD OF RAILROAD TRAINMEN:

P. K. BYERS /s/
General Chairman.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS:

C. A. BICHSEL /s/
General Chairman.

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN:

T. P. GORMAN /s/
General Chairman.

St. Paul, Minnesota,
May 25, 1949.

Northern Pacific Railway Company

SCHEDULE

FOR

CONDUCTORS

Agreement between the Northern Pacific Railway Company and the Order of Railway Conductors, effective June 1, 1924, except rates of pay which are effective as of April 1, 1924.

ARTICLE I. RATES AND RULES FOR PASSENGER SERVICE.

RULE 1.

TERRITORY	Regular Assignment of Conductors	No. of Trips Single or Round Trips				Minimum Monthly Guarantee	Remarks
		Per Mo.		Per Day			
		S	RT	S	RT		
LAKE SUPERIOR DIVISION --							
Duluth and Ashland.....	1	\$208.00	Except Sunday.	
Duluth and Staples	30	..	..	..	\$208.00
Duluth and Minneapolis .....	..	..	1	..	\$208.00
Duluth and Minneapolis .....	..	..	1	..	\$208.00
Duluth and Fond du Lac.....	..	..	..	4	\$201.00
Carlton, Cloquet and Duluth	1	\$201.00	Except Sunday.	
Minneapolis and Taylors Falls .....	..	..	..	1	\$201.00
SAINT PAUL DIVISION --							
St. Paul and Fargo	20	\$208.00	3 conductors for each run.	
St. Paul and Brainerd.....	..	..	1	..	\$208.00
Brainerd and Morris	1	..	\$208.00	Except Sunday.	
Minneapolis, White Bear and Stillwater.....	Shut tle Se rvce						
MINNESOTA DIVISION --							
Staples and Fargo	1	\$208.00	Except Sunday.	
St. Paul and East Grand Forks.....	20	..	..	..	\$208.00
Fargo and Pembina .....	..	..	1	..	\$208.00
East Grand Forks and Pembina .....	..	..	..	1	\$208.00
Staples and Oakes.....	..	..	1	..	\$201.00
FARGO DIVISION --							
Fargo and Mandan.....	26	\$208.00	3 conductors on 2 runs. See Note.	
Fargo, Jamestown and Leeds .....	..	..	..	..	\$208.00

TERRITORY	Regular Assignment of Conductors	No. of Trips Single or Round Trips				Minimum Monthly Guarantee	Remarks
		Per Mo.		Per Day			
		S	RT	S	RT		
FARGO DIVISION—Cont.							
Fargo and Edgeley.....	1	\$208.00	Except Sunday.	
Fargo and Marion.....	1	\$201.00	Except Sunday.	
Fargo and McHenry	1	\$201.00	Except Sunday.	
DAKOTA DIVISION--							
Jamestown, Pingree and Wilton.....	1	..	\$201.00	Except Sunday.	
Jamestown and Oakes	1	\$201.00	Except Sunday.	
Carrington and Turtle Lake	1	\$201.00	Except Sunday.	
YELLOWSTONE DIVISION--							
Mandan and Glendive	24	\$208.00	Except Sunday. Except Sunday.	
Glendive and Billings	24	..	..	..	\$208.00
Mandan and Mott.....	1	..	\$201.00		
Mandan and Killdeer.....	1	..	\$201.00		
MONTANA DIVISION--							
Billings and Helena or Butte	20	\$208.00	Includes 2 RT's per day dur- ing Park Season.	
Logan and Butte	1	\$208.00		
Logan and Helena.....	1	\$208.00		
Livingston and Butte	1	..	\$208.00		
Billings and Red Lodge.....	1	\$208.00		
Livingston and Gardiner.....	1	\$208.00		
Billings and Bridger.....	1	\$201.00		
ROCKY MOUNTAIN DIVISION--							
Helena and Paradise	1	..	\$208.00		

TERRITORY	Regular Assignment of Conductors	No. of Trips Single or Round Trips				Minimum Monthly Guarantee	Remarks
		Per Mo.		Per Day			
		S	RT	S	RT		
ROCKY MOUNTAIN DIVISION—Cont.							
Butte and Paradise.....	1	..	\$208.00		
Butte and Hamilton.....	1	..	\$208.00		
Butte and Missoula.....	1	..	\$208.00		
Missoula and Wallace.....	1	..	\$208.00		
Wallace, Burke and Larson.....	Shut tle Se rvice				\$201.00		
Missoula and Darby.....	1	\$208.00		
IDAHO DIVISION--							
Paradise and Spokane.....	1	..	\$208.00		
Spokane and Lewiston.....	1	..	\$208.00		
Stites and Lewiston.....	1	\$208.00		
Spokane and Coeur d’Alene.....	2	\$208.00		
Spokane and Adrian via Coulee City.....	1	..	\$208.00		
PASCO DIVISION--							
Spokane and Ellensburg.....	20	..	..	..	\$208.00	
Yakima and Grand View.....	2	\$208.00		
Pasco and Pendleton.....	1	\$208.00		
Pasco and Walla Walla.....	1	\$208.00		
Pasco and Dayton.....	1	..	\$208.00		
Pasco and Riparia.....	1	\$208.00		
SEATTLE DIVISION--							
Ellensburg, Seattle or Tacoms.....	30	..	..	..	\$208.00	If trains are reduced to 4, conductors will not be reduced below 4.

TERRITORY	Regular Assignment of Conductors	No. of Trips Single or Round Trips				Minimum Monthly Guarantee	Remarks
		Per Mo.		Per Day			
		S	RT	S	RT		
SEATTLE DIVISION—Cont.							
Seattle—East Auburn-Tacoma.....	Shut	tle	Se	rvice	..	\$208.00	Operated under the provi- sions of Rules 3 and 4 Article I.
Tacoma—East Auburn-Seattle.....	Shut	tle	Se	rvice	..	\$208.00	
Seattle and Bellingham.....	..	..	1	..	\$208.00
Seattle and North Bend .....	..	..	..	1	\$208.00
Seattle and Sumas.....	..	..	1	..	\$208.00
TACOMA DIVISION--							
Tacoma and Portland.....	1	..	\$208.00		
Tacoma, Hoquiam and Moclips.....	..	..	1	..	\$208.00
Tacoma and Kerriston.....	..	..	..	1	\$208.00
Tacoma and Kanaskat .....	..	..	..	1	\$208.00
Centralia, Gate and Olympia.....	Shut	tle	Se	rvice	..		\$208.00
Centralia and Gate.....	Shut	tle	Se	rvice	..		\$208.00
South Bend and Centralia.....	..	..	..	1	\$208.00
Yacolt and Portland .....	..	..	..	1	\$201.00
South Prairie and Fairfax.....	Shut	tle	Se	rvice	..		\$201.00
Tacoma and South Bend .....	..	..	1	..	\$208.00

The tabulation does not restrict the management's right to discontinue service; or to re-arrange service to the extent provided for in supplements 16 and 25 to General Order No. 27; re-arrangement or combination of assignments to equalize mileage on an equitable basis will be governed by Rule 5, provided there shall be no absorption of constructive mileage or reduction of crews as of January 1, 1919, except where specifically agreed upon.

New assignments and Interdivisional runs will conform in principle to the foregoing.

Note: Fargo, Jamestown and Leeds. While present assignment is in effect, passenger service between Jamestown and Fargo will be paid for on straight-away basis for each trip.

Rates of
Pay.

Rule 2. (a) Rates for conductors on trains propelled by steam or other motive power: Per mile 4.47 cents; per day \$6.935; per month as shown in Rule 1.

Basic day
and
Allowance.

(b) One hundred and fifty (150) miles or less (straight-away or turnaround) shall constitute a day's work. Miles in excess of 150 will be paid for at the mileage rates provided.

A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rate exceed the daily minimum.

Assigned conductors will not be used on runs other than those to which regularly assigned to make up monthly guarantee.

Assigned conductors used outside their regular assignments will be paid for such service in addition to regular pay at regular rate for service rendered.

A conductor relieving a regular assigned passenger man will be paid not less than the regular man would have received

Note—The application of Paragraph (b), Rule 11, and paragraph (a), Rule 30 of Article I not changed by this rule.

(c) Except as provided in Rule 5 of this Article passenger conductors will be assigned to cover main line runs exclusively and others for branch line runs, except where a Conductor runs on both branch and main line on a continuous trip on same train.

(d) For special passenger service such as President's, General Manager's, General Superintendents', Superintendents' and other officers' specials, also officers' trains from other lines that are not revenue trains, rate will be

for passenger conductors, \$0.0447 per mile, with a minimum of \$6.935 per day; 150 miles or less, 7 hours 30 minutes or less, to constitute a day, overtime at not less than one eighth of the daily rate per hour. On runs of 150 miles or less overtime will begin at the expiration of 7 hours 30 minutes; on runs of over 150 miles overtime will begin when the time on duty exceeds the miles run divided by 20.

Overtime

Rule 3. (a) Conductors on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within 10 consecutive hours; and also for all time in excess of 10 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed 1 hour. This rule applies regardless of mileage made.

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

Note: Where incidental service has been permissible under the schedule or the practices of individual roads, time consumed in such incidental or additional service and paid for separately should not be included in calculating time under the 8 within 10 hour rule.

(b) Conductors on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour computed

continuously from the time required to report for duty until released at the end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed overtime shall not accrue until the expiration of seven (7) hours and thirty (30) minutes from time of first reporting for duty.

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one eighth of the daily rate herein provided.

Under this rule the rate for overtime will be 863/4 cents per hour.

Seattle
Division
Vaudeville
Shuttle
Service.

Rule 4. (a) Each Conductor will be given a home terminal at either Seattle or Tacoma.

(b) Conductors will be given an assignment by bulletin which will designate certain trains to be covered, but may be used on passenger train other than those specified in bulletin provided they cover same territory as prescribed by bulletin assignment without payment of an additional day.

(c) The mileage of the three trip assignment in effect January 1, 1919, will be considered the maximum mileage to be made for a minimum day's pay. Mileage in excess will be paid for at the established mileage rate. Overtime will be paid under the provisions of the "eight within ten" hour rule. If used in other service Conductors will be paid a minimum day for the work in addition to regular assignment for each time so used.

EXAMPLE:

1. Crew in "Vaudeville" shuttle service with home terminal at Seattle. On a certain day stands for and makes the following run as per bulletined assignment:

Report for duty.....	6:10 A. M.
Leave Seattle	6:40 A. M.
Arrive Tacoma.....	8:10 A. M.
Leave Tacoma	8:55 A. M.
Arrive Seattle.....	10:25 A. M.
Released from 10:25 A. M. until.....	12:25 P. M.
Leave Seattle	12:40 P. M.
Arrive East Auburn.....	1:35 P. M.
Leave East Auburn.....	2:30 P. M.
Arrive Seattle and ties up	3:25 P. M.

Actual miles run 125.6.

Allowance: Spread of time 9'15" and deducting 2 hour release at Seattle, no overtime accrues. 121.2 miles equivalent to minimum day's pay, actual miles run 125.6. Conductor entitled to minimum day's pay plus 4.4 excess miles.

2. Crew in "Vaudeville" shuttle service with home terminal at Seattle. On a certain day stands for the following run as per bulletined assignment:

Report for duty.....	7:40 A. M.
Leave Seattle	8:10 A. M.
Arrive Tacoma.....	9:30 A. M.
Release from 9:30 A. M. until.....	1:40 P. M.
Leave Tacoma	1:55 P. M.
Arrive Seattle.....	3:15 P. M.

But for certain reasons, Conductor is used on trains other than those enumerated above, but covers the number of trips and the same terri-

tory specified in the assignment bulletin, making run as follows:

Report for duty.....	8:10 A. M.
Leave Seattle	8:40 A. M.
Arrive Tacoma.....	10:00 A. M.
Released from 10:15 A. M. until.....	8:30 P. M.
Leave Tacoma	8:45 P. M.
Arrive Seattle.....	10:05 P. M.
Ties up.....	10:10 P. M.
Actual miles run 80.8.	

Allowance: Spread of time 14 hours and deducting 2 hour release at Tacoma, 4 hours overtime accrues after 10 consecutive hours. Conductor entitled to one minimum day's pay plus 4 hours overtime.

3. Crew in "Vaudeville" shuttle service with home terminal at Seattle, assignment for certain day specifying one round trip, Seattle to East Auburn and return:

Report for duty.....	11:40 P. M.
Leave Seattle	12:10 A. M.
Arrive East Auburn and after turning train on wye released at.....	1:30 A. M.
Due to leave East Auburn on regular assignment for return trip to Seattle	8:00 A. M.

After completing first half of assignment, Seattle to East Auburn, it is found regular trains are late and Conductor is used on special East Auburn to Tacoma, coming on duty and

Leaving East Auburn at.....	10:25 A. M.
Arrive Tacoma.....	11:25 A. M.
Leave Tacoma for Seattle in service or deadhead released at.....	12:55 A. M.
Passes through Auburn at.....	1:30 P. M.
Arriving Seattle and tying up	2:15 P. M.
Total spread of time in service, 14'35"	

Time consumed on diversion East Auburn to Tacoma and return, 3'05"

Arriving Seattle and tying up 2:15 P. M.

Total spread of time in service, 14'35".

Time consumed on diversion East Auburn to Tacoma and return, 3'05"

Allowance: For regular assignment Seattle to East Auburn and return, minimum passenger day plus 1'30" overtime. (Overtime arrived at by deducting 2 hours for release at East Auburn under '8 within 10' hour rule and the 3'05" consumed on diversion to Tacoma outside the territory covered by regular assignment.) For the diversion East Auburn to Tacoma and return, Conductor entitled to a minimum passenger day in addition to pay for regular assignment.

Note: Same principle as outlined in these examples, apply to Conductors in "Vaudeville" shuttle service having borne terminal at Tacoma.

Rearrange-
ment
of Assign-
ments.

Rule 5. The following paragraphs are adopted from Article IV, Supplement 16 to General Order No. 27 of the United States Railroad Administration.

(a) Reductions in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this order is understood to prevent adjustment of runs in short turn-around and suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number.

changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number. Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add to the minimum day's pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this article.

(b) For the purpose of avoiding payment of excess overtime on turn-around runs in passenger service when any part or leg thereof is over 80 miles, the railroads will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs excepting when this may be prohibited by provisions of existing agreements, such runs to be paid for in accordance with the mileage schedules of this order, but in no case less than the combination of trip rates in effect at the date of this order.

QUESTION--What rearrangements of runs are permissible under this rule?

DECISION--(1) Management and committee should meet this question in a spirit of equity and agree upon rearrangements or combinations of runs for the purpose of reducing excess overtime as far as possible and to equalize mileage, provided no constructive mileage is absorbed.

(2) Where all crews involved make in excess of the mileage constituting a day, mileage may be taken from one crew and added to another, if by so doing overtime accruing under former assignments can be reduced.

(3) Turn-around runs may be changed to straight-away runs, paying not less than the minimum day in each direction.

(4) Interdivisional runs may be established excepting where prohibited by provisions of existing agreements, providing constructive mileage is not absorbed.

(5) Short turn-around runs may be combined, or pooled, with long straight-away or turn-around runs, providing crews are not reduced in number or constructive mileage absorbed.

Train-
Boxes and
Supplies.

Rule 6 (a) It will not be the duty of Conductors to sweep coaches.

(b) A place will be provided at main line terminals, where possible, for train boxes and supplies

Piloting
Trains.

Rule 7 Passenger Conductors piloting trains will be paid the rate applicable to the train piloted, but not less than they would have received had they remained on their regular assignments.

Pay For
Terminal
Work.

Rule 8. (a) Conductors required to do switching at their terminals or at regular established chain gang terminals will be paid for time so employed at overtime rates.

(b) Conductors turning trains or engines or cars on turn-tables or wyes at their terminals or regular established chain gang terminals will be paid for actual time consumed at overtime rates. This in addition to all other allowances.

Piloting
Engines
to and from
Round-
house.

Rule 9. At main line terminals men will be provided to couple engines on or cut engines off and pilot engines to and from round house.

Piloting
Light
Engines
on Road.
Terminal
Time.

Rule 10. It will not be the duty of passenger conductors to pilot light engines when other men are available.

Rule 11. (a) Conductors will be paid for all time required to be on duty in excess of thirty (30) minutes before carded or specified leaving time of train separate from road trip. Duplicate payments will not be made under this paragraph.

Temporary
Assign-
ments.

(b) A freight Conductor taking the place of a regularly assigned passenger Conductor for 15 days or less will be paid not less than he would have earned if continued in his regular assignment. If for more than 15 days he will receive passenger Conductor's rates.

Runs Over
More
Than One
Division.

Rule 12. (a) When passenger Conductors, run over two or more divisions, under more than one Division Superintendent, the assignment shall be made on the basis of percentage of miles run on each division, except on Fargo and Dakota Divisions, where a joint seniority list of Conductors will be kept and the senior Conductor will be entitled to any vacancy that occurs on passenger runs that are joint to the two divisions.

(b) The St. Paul and Minnesota Divisions will each furnish passenger Conductors on basis of proportion of mileage made by number of Conductors employed to fill joint runs on the St. Paul and Minnesota divisions.

Under this arrangement the following will govern:

The St. Paul Division will provide seven passenger Conductors; the Minnesota Division will provide five passenger Conductors.

In the event a conductor assigned to either division lays off, a Conductor from the division to which he is assigned will be given the extra work, provided there is not 2,500 miles or more due either division.

Example: When mileage is balanced at end of each month and mileage is less than 2,500 due one division, the other division will not be permitted to work out their mileage until the expiration of another 30-day period.

In the event of a permanent vacancy on the joint runs, the division having 5,000 miles or more due them, will assign a Conductor to work off the mileage due his division, and Conductor will be permitted to remain on Joint runs until mileage is worked off.

When the joint run service is increased by adding other runs, Conductors will be assigned from the two divisions on a basis that will as nearly equalize the mileage as can be determined, and if not equally divided, Conductors assigned account added service can be changed, and when either division has 5,000 miles or more due them, Conductors will be assigned to the joint runs to balance the mileage between the divisions.

Automatic
Release.

Rule 13. Passenger Conductors arriving at terminals or end of run are automatically released.

Minne-
apolis.

Rule 14. Conductors on Lake Superior Division passenger runs, originating or terminating at Minneapolis, will be paid at overtime rates for handling their train between Minneapolis Union Station and the coach yard with minimum of thirty minutes, on outgoing trip time to be computed from time required to come on

duty until scheduled departure time from station, and on incoming trip from time of arrival at station until final release; this allowance to be absorbable when overtime accrues.

Calling
Limits, Etc.,
Not Called
in Turn.

Rule 15. When callers are employed, conductors within one mile of office, and at such places as conditions require, one and one half miles from office, will be called, as near as practicable, one and one-half hours before leaving time of train.

Conductors when called will sign call book, which will show the time called and leaving time of train. Conductors in pool service run around at terminals account not being called in turn, will be paid for one-half of a minimum passenger day.

Conductors in pool service called in turn and run around at terminals will be paid for one-fourth of a minimum passenger day and stand first out.

Non-
Incident
Work.

Rule 16. Conductors required to do work not incidental to their train, will be paid for time held in addition to time or miles made on trip.

Worked or
Held on
Lay-Over
Days.

Rule 17. Regularly assigned Conductors will not be required to work on their layover days if other Conductors are available. If a Conductor is held for service on his layover day, he will be paid full day's pay at his regular rate.

Mileage
Allowances.

Rule 18. Mileage allowances will be computed on time table distances.

Dead-
heading.

Rule 19. (a) Conductors will receive one minimum passenger day for each calendar day when deadheading on railroad business, but in no case less than they would have earned if continued on their regular assignments.

(b) Conductors, when deadheading on their own division, will be paid full time or mileage at their regular rates in their regular assignments.

(c) Conductors deadheading under the provisions of paragraph (b) across a division where constructive mileage is allowed will be paid such constructive mileage.

(d) When Conductors run first in and first out, the first Conductor out will deadhead; second conductor will run train; deadhead Conductor will be first out at end of run.

(e) Conductors sent to or from an isolated point will be entitled to deadhead mileage for the trip at their regular rate.

If a conductor is employed in isolated service and requests relief for his own accommodation, he is not entitled to deadhead mileage between the location of his work and headquarters in either direction.

Conductor going to take a run at his own request, to which he is entitled through seniority, will not be paid for deadheading to take the run.

(f) A Conductor going to take a run at an isolated point at his own request displacing a Conductor that has been sent to relieve the regular man, will not be entitled to deadhead mileage returning to headquarters unless he is displaced by the regular man or by a Conductor senior to the regular man.

Note: Paragraph (f) provides payment only to the first man displaced and the man displaced by the regular man or a man senior to the regular man.

(g) If a Conductor on an isolated run is displaced or run discontinued,

selects another run at the same point he will not be paid deadhead time but will be allowed one day if a calendar day or more is lost by the change; or, if when displaced, he selects a run at another isolated point he will be paid for the deadhead trip but not more than he would have received had he returned to headquarters.

(h) Conductors deadheading to or from Auburn and Seattle, and to or from Auburn and Tacoma will be allowed a minimum of one day for each deadhead trip, when no other service is performed on that date. In the event service is performed a minimum of one day will be allowed for service performed and one-half day instead of one day for each deadhead trip.

Note: This paragraph applies only to deadheading between Auburn and Seattle and between Auburn and Tacoma and does not apply to deadheading between Seattle and Tacoma.

Construc-
tive
Mileage.

Rule 20. Conductors will be paid six (6) constructive miles running over mountain between:

Livingston and Bozeman,
Whitehall and Butte,
Helena and Elliston,
Missoula and Arlee,
Easton and Lester.

Where constructive mileage is paid it will be in addition to all other allowances paid for the trip.

Coaling
Engines.

Rule 21. Conductors required to coal engines will be paid minimum of two hours, at overtime rate, for each engine coaled. If more than two hours is consumed they will be paid accordingly. This allowance in addition to all other allowances for the trip.

Conductors will not be required to coal engines when other men are available.

Diversions.

Rule 22. Conductors required to go off their runs to make side trips, will be paid one minimum day for such diversion.

Example: Conductor starts from terminal "A", whose final destination is "D"; diverted at "B" to do work on another line; one minimum day will be allowed for this service.

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

Note: In computing overtime for trip the time consumed on the side trip, for which one minimum day is allowed, will be deducted from total time on duty before overtime is allowed.

Runs Off
Own
District.

Rule 23. Conductor will not be run off his own seniority district except in case of extreme emergency, in which event he will receive not less than one minimum passenger day for each calendar day held.

Tied Up and
Towed In.

Rule 24. (a) Conductors tied up under the law and then towed in before having their required rest, will be paid the same as though they had not been tied up; no time being deducted.

Tied Up
Between
Terminals
Account
Wreck,
Washout or
Snow
Blockade.

(b) Passenger conductors tied up between terminals in case of delay due to wreck, washout or snow blockade, will be paid for the first eight hours so held in addition to time or miles made that day, provided that the allowance for the first day shall not be less than the mileage of their regular assignment in addition to pay for the eight hours held; and for each succeeding calendar day will be allowed not less than the mileage of their regular assignment. If not held full eight hours, time will be continuous.

Note: The assignment mileage allowed under paragraph (b) will apply against the guarantee. It is understood that individual members of the crew may be required to remain on duty at alternate periods to look after the ordinary care of the train while tied up between terminals

and for each succeeding calendar day will be allowed not less than the mileage of their regular assignment. If not held full eight hours, time will be continuous.

Note: The assignment mileage allowed under paragraph (b) will apply against the guarantee. It is understood that individual members of the crew may be required to remain on duty at alternate periods to look after the ordinary care of the train while tied up between terminals

Called and
Not Used.

Rule 25. When a train for which Conductor has been called to report for service at a specified time is annulled, he will be paid at overtime rates for the time held until relieved from duty. If no service is performed the Conductor will be allowed one-quarter of a minimum passenger day and stand for his regular assigned run.

Passenger
Conductor's
Date.

Rule 26. A Conductor who has acquired a passenger Conductor's date not in accordance with seniority, prior to March 1st, 1906, may retain such date on district or division where acquired, but he shall not have right to choice of other runs until he acquires that right through seniority as shown by date of certificate.

Coupling
and
Uncoupling
Air Hose.

Rule 27. It will not be the duty of Conductors to couple air hose, steam hose or test air at terminals where car men are employed.

Detouring.

Rule 28. When it becomes necessary to make long detours, under circumstances making double crewing necessary, each Conductor so assigned will be allowed full time. Meals will be furnished free while on foreign roads and until Conductor

reaches limit of his home division territory. Sleeping car accommodations will be furnished Conductor off duty free when such accommodations are available. When traveling from place to place by order of the Railroad, the provisions of Art. III, Rule 102, will apply.

Organizing
Passenger
Crews.

Rule 29. When it becomes necessary to organize a passenger crew, the senior freight conductor available desiring the service will be used. This Conductor may be used in passenger service on any part of his seniority district and will be continued in passenger service until returned to his home terminal or point at which he was withdrawn from freight service. This Conductor will not be used in freight service while so organized.

Assignment
Not
Discounted.

Rule 30. (a) Assignment Not Discounted. The time of assigned Conductors will not be discounted for days not used

Earnings
Guarantee.

(b) When the monthly earnings of regularly assigned passenger conductors from daily guarantees, mileage, overtime and other rules do not produce the following average amount per day, they will be paid for each day service is performed:--

	Per Day
Conductors	\$7.00

When extra men fill vacancies in regular positions, they take conditions of the regular positions. Service performed by extra men not filling place of regular men will be paid not less than the daily earning minimum for each day service is performed.

Method of applying Daily and Monthly Guarantees.

(1) (a) Conductor on thirty day assignment; paid daily minimum

(\$6.935), plus four minutes overtime daily, or a total of two hours, at 86.75 cents equals \$1.735, total of \$209.78. As average daily earnings for the days on which service is performed is less than \$7 will receive $30 \times \$7$ equals \$210.

(b) Conductor in example No. 1 (a) lays off five days. He receives 25 days at \$7 --\$175; extra man $5 \times \$7$ --\$35.

(c) Conductor on 30 day assignment, making 140 miles daily, is subject to the monthly guarantee of \$201; makes four minutes overtime daily, amounting to \$1.735; is required to perform extra service. Payments accruing under the schedule rules for the extra service will be applied against the payment of 30 days times \$7 per day, viz.: \$210. If such additional payments produce compensation in excess of \$210, daily earning guarantee not involved.

(d) Conductor on thirty day assignment paying daily minimum (\$6.935), which equals \$208.05; average daily earning guarantee $30 \times \$7$ equals \$210. Regular man lays off 10 days during month and receives $20 \times \$6.935$ - \$138.70; extra man working 10 days in regular man's place earns \$75 (including overtime). Regular man receives \$138.70; extra man receives \$75; total \$213.70.

As this is more than average of \$7 for days of assignment guarantee not involved.

(2) (a) Conductor on 26 day assignment; makes no overtime and performs no extra service; therefore, is subject to the monthly guarantee of \$201, or \$208 as the case may be.

1/26 of \$201.00 equals \$7.73 per day; 1/26 of \$208.00 equals 38 per day. Daily earning guarantee not involved.

(b) Conductor in example (2)(a) lays off one day; daily earning guarantee not involved; therefore, regular conductor receives 25/26 of the minimum monthly guarantee, extra man working in his place 1/26 of the minimum monthly guarantee.

(c) Conductor on 26 day assignment subject to minimum monthly guarantee of \$201 makes no overtime; is required to perform extra service on layover day for which schedule requires payment of \$6.935, which added to the minimum monthly guarantee of \$201 equals \$207.93 divided by 27 days equals \$7.70. Daily guarantee not involved.

(3) Conductor on 28 day assignment, subject to the monthly guarantee of \$201 earns 10 hours overtime at 86.75 cents which equals \$8.675: total \$209.67. 28 days x \$7 equals \$196. Daily earning guarantee not involved.

(4) Conductor on 28 day assignment which is subject to the monthly guarantee of \$201, lays off for one day; receives 27/28 of \$201 or \$193.82; the extra man 1/28 or \$7.18. Daily earning guarantee not involved for either regular or relief man.

(5) Extra man (not filling place of a regular man) on first day (a) is used under conditions resulting in 2 minimum days; second day (b) makes 200 miles: third day (c) makes 125 miles, no overtime; fourth day (d) makes 125 miles and 4 hours overtime.

(a) will be paid 2 days at \$6.935, equals \$13.87.

(b) will be paid 200 miles at 4.47 cents, equals \$8.94.

(c) will be paid daily earning guarantee--\$7.00.

(d) will be paid daily minimum--\$6.935 plus 4 hours overtime at 86.75 cents, equals \$10.40.

Note: All adjustments account application of average daily earning guarantee to be made on second period payrolls each month and shown as a separate item. Monthly guarantee to be applied in same manner as heretofore.

Monthly guarantee to be applied in same manner as heretofore.

Ashland.

Rule 31. Practice heretofore to allow thirty minutes per day to passenger Conductors for turning engine and mail car arriving at Ashland on passenger train from Duluth, which returns to Duluth will be continued.

ARTICLE II. FREIGHT SERVICE.

Basic Day
and
Overtime.

Rule 32. (a) In all freight service 100 miles or less, 8 hours or less (straightaway or turnaround) shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

(b) On runs of 100 miles or less overtime will begin at the expiration of 8 hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12-1/2. Overtime shall be paid for on the minute basis at a rate per hour of three-sixteenths of the daily rate.

(c) Conductors performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

(d) Conductors in through freight service required to load or unload company material or engage in wrecking service, or service at a washout, will be paid work train rates for the entire trip.

Note: A train's classification is not changed by the application of sections (c) and (d) of this rule.

(e) Conductors in work or wrecking service, running over mountain and valley territory or working part of day in mountain and part of day in valley territory, will be paid mountain rate for entire service.

Beginning
and Ending
of Day.

Rule 33. In all classes of service other than passenger, Conductors' time will commence at the time they are required to report for duty and shall continue until the time they are relieved from duty. The management may designate the time for reporting for duty.

Turn-
Around
Runs.

Rule 34. (a) In freight service, a turn-around run is a run from a terminal to an intermediate point and return to starting terminal, time to be continuous and not less than 100 miles will be allowed for each run, except as hereinafter provided.

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

Note: The turn-around point will be considered an intermediate point.

(c) Conductors in pool or irregular freight service may be called to make short trips or turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles, with minimum of 100 miles for a day; provided: (1) that the mileage of all the trips does not exceed 100 miles, and (2) that men shall not be required to begin work on a succeeding trip out of initial terminal after having been on duty 8 consecutive hours except as a new day, subject to the first-in first-out rule.

Note: When Conductors are to be used in turn-around service, they will be so advised when called.

Combina-
tiopn Road-
Switch
Runs.

Rule 35. Assignments may be made between Cle Elum and Lakedale combining yard and road service. At other points where switching service is not maintained turn-around assignments in road switch service may be made combining road and yard service providing the total mileage of the road trips does not exceed thirty-five miles.

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

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

Road rules will apply with the exception of Rules 70, 81 and 86 of this Article, which will not apply to such assignments.

Example 1:

Conductor comes on duty at 7:00 A. M.

Relieved at 3:00 P. M.

Allowance, 112 miles.

Example 2:

Conductor comes on duty at 7:00 A. M.

Relieved at 4:00 P. M.

Allowance, 113-1/2 miles at the mileage rate plus one hour overtime at 3/16 of the daily rate.

Example 3:

Conductor comes on duty at 7:00 A. M.

Relieved at 5:00 P. M.

Allowance, 115 miles at the mileage rate plus two hours overtime at 3/16 of the daily rate.

Note: Where the assignment is mixed train service, the mixed train rate instead of the local rate will apply.

Through
Freight
Service.

Rule 36. Conductors in through freight service will be paid:

Daily rate \$6.16

One-eighth of the daily rate. .77

Three-sixteenths of the daily
rate 1.155

Mixed
Train
Service.

Rule 37. A combination of passenger and freight service on one train (except local freight trains that are regularly permitted to carry passengers) or runs a portion of which are passenger and the balance mixed or other freight, or both, will be classed as mixed train service and Conductors will be paid:

Daily rate \$7.27

One-eighth of the daily rate. .91

Three-sixteenths of the daily
rate 1.365

Local
Freight
Service.

38. Local freights are trains whose work is loading or unloading of freight or doing station switching enroute. Conductors on local freight trains will be paid:

Daily rate	\$6.88
One-eighth of the daily rate.	.86
Three-sixteenths of the daily rate	1.29

Rule 39. (a) Conductors in through or irregular freight service required to load or unload freight at more than two points enroute or pick up or set out cars at four or more points enroute, or do station switching at any point, will be paid local freight rate for the entire trip, setting out disabled cars and cars with hot boxes excepted.

(b) Local rate will apply to log trains (except straight-away log runs handled in through freight service), coal trains to and from mines, regularly assigned ore service, and transfer or switch runs handled by road Conductors.

When
Compelled
to Tie Up
for Rest.

Rule 40. When Compelled to Tie Up for Rest. When local or mixed train Conductors are compelled to tie up for rest, they will not be paid for resting time, but will be allowed full day at their regular rates for second day required to complete the run.

Note: A full day's pay as quoted above means what the Conductor would have earned had he made the entire trip from terminal to terminal without overtime.

Local or mixed train Conductors tied up under the law for rest will be paid under this rule for completing any part of their trip.

Local Via
Crookston.

Rule 41. When one train is operated west bound between Lake Park and East Grand Forks via Crookston, it will be classed and paid as a local.

Experienced
Brakemen
on Locals.

Rule 42. Inexperienced brakemen will not be sent out on local freights when experienced brakemen are available on extra list.

Cleaning
Combina-
tion Cars.

Rule 43. It will not be the duty of Conductors to clean combination cars or cabooses used for carrying passengers.

Rates of Pay
Work and
Wrecking
Service.

Rule 44. Conductors in work or wrecking train service will be paid.

	Valley Service	Mountain Service
Daily rate	\$6.88	\$6.98
One-eighth of the daily rate.....	.795	.8725
Three-sixteenths of the daily rate	1.1925	1.31

Work Train
and
Snow Plow
Service.

Rule 45. (a) Regularly assigned work train service and regularly assigned snow plow service of six (6) days or more will be bulletined for a period of six (6) days, the oldest Conductor applying for same shall be assigned, if competent. Conductors so assigned will be guaranteed immunity from the application of the seniority rule, except that it will not prevent a conductor senior in service exercising his seniority when such conductor cannot hold regular service as Conductor.

(b) Work train service of less than six (6) days will be operated in accordance with Rule 81; if for six (6) days or more in accordance with paragraph (a) of this rule.

(c) Conductors in work train service of less than six (6) days will not be tied up between terminals prior to the expiration of ten (10) hours service; if tied up prior to ten (10) hours, time for ten (10) hours' service will be allowed.

(10) hours, time for ten (10) hours' service will be allowed.

(d) Rule 86 will not apply to work train assignments consisting of six (6) days or more.

It is understood that conductors on single day work train assignments may be run into and out of terminal any number of times in connection with their work train work, without penalty or pay for fifty (50) miles for running around Conductors in terminal, and Rule 86 will not apply.

(e) Snow plow service of less than six (6) days will be operated in accordance with Rule 81, if for six (6) days or more in accordance with paragraph (a) of this rule.

(f) Conductors in snow plow service of less than six (6) days will not be tied up between terminals prior to the expiration of ten (10) hours service; if tied up prior to ten (10) hours, time for ten (10) hours service will be allowed.

(g) Rule 86 will not apply to snow plow assignments consisting of six (6) days or more. On assignments of less than six (6) days in snow plow service Rules 81 and 86 will not apply when run in and out of the same terminal during the course of the day's assignment, but will apply on straight-away runs from one established chain gang terminal to another.

Sunday
Service.

Rule 46. Time will not be allowed for Sundays if no work is done, except as provided in Rule 48 of this article.

Additional
Pay for
Handling
Pit.

Rule 47 (a) Conductors having charge of pit or men other than their brakemen will be paid \$27.76 per month in addition to regular work train pay.

(b) Conductors assigned to work train service will be notified in writing when they are to have charge of pit or men other than their brakemen

Sunday
Lay-Over.

Rule 48. Conductors regularly assigned to work train service requiring them to be away from home over Sunday will, unless otherwise advised, be permitted to go home for that day, provided they can return before time for beginning work Monday morning. If advised to remain with car over Sunday and are not worked, they will be paid one day at work train rates.

Handling
Side Doors,
Aprons, Etc.

Rule 49. It will not be the duty of conductors to handle cables, side boards, side doors or aprons, spreaders, or to operate dump cars, weed burners or rail loaders.

Wrecking
Service.

Rule 50. It is agreed that the Railroad is permitted, in case of a wreck, to continue a conductor assigned to wrecking service in that service until wreck is cleared, without incurring a penalty for run-arounds in case of conductors already at terminals, in and out of which the wrecking conductor may run. It is understood that this applies to wrecks and not when wrecking outfit is used in other than wrecking service. Rule 86 will not apply on intermediate trips.

Snow Plow
Service.

Rule 51. (a) Conductors engaged in snow plow service will be paid:

Daily rate	\$7.00
One-eighth of the daily rate.	.875
Three-sixteenths of the daily rate	1.3125

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

Riding
Russell
Plows, Etc.

Rule 52. Men will be provided to ride Russell plows and handle flanger and wings, or other snow plow appurtenances. It will not be the duty of Conductors to do this except in emergencies. If required to do so, they will be paid for time consumed in addition to all other allowances for trip.

Transfer
Service.

Rule 53. Conductors will be assigned to transfer work between:
Auburn, Seattle and Tacoma.
Laurel and Billings.
Mandan and Bismarck.
Minneapolis or St. Paul and White Bear.
Northtown or East Minneapolis and White Bear.

Each Conductor assigned will be given a home terminal. Time will be continuous except that if conductors are required to leave their home terminal 8 hours or more after time of beginning service for that day a new day will be started. No penalty of 50 miles will result as provided in Rule 59 because one transfer conductor entered the home terminal of another transfer conductor and left again while such conductor was off duty. Paragraph (a), Rule 76 to cover. Rule 86 will not apply on intermediate trips.

Note: On transfer assignments between Auburn, Seattle and Tacoma. and between Billings and Laurel, rules providing payment for switching at terminals and turning engines on turn-tables or wyes will apply at initial and final terminal.

Transfers
Lake
Superior
Division.

Rule 54. (a) Lake Superior Division roadmen will handle two transfer runs between Duluth, Superior, Central Avenue, Hill Avenue and East End.

Transfers St. Paul Division.	(b) St. Paul Division roadmen will handle two transfer runs between St. Paul, Minneapolis and Northtown. (Yardmen will continue to handle transfer known as No. 55 run.)
Pilot Service.	Rule 55. Where pilot conductors are assigned to cover helper service they will be given a home terminal and run first in and first out, except that after a conductor has started service he may be run in and out of home terminal any number of times up to the close of the eight hour period. If run out of home terminal after eight hours or more from time of beginning service for that day a new day will be started. No penalty will be allowed because one pilot conductor entered home terminal of other pilot conductors and left again while they were off duty. Pilot conductors will be paid through freight rate except when assigned in mountain territory they will be paid mountain rate. Paragraph (a), Rule 76 will govern and pay will be allowed for each calendar day. Rule 56 will not apply on intermediate trips.
Mountain Service.	Rule 56. Conductors assigned to regular mountain service or for turn-around runs between: Livingston and Bozeman, Whitehall and Butte, Helena and Elkhorn, Helena, Rimini and Marysville, Helena and Elliston, Missoula and Arlee or Dixon, Wallace, Burke and Sunset, St. Regis and Wallace. Howell and Kendrick, Hunts and Helix, Smeltz and Hillsdale. Cle Elum and Lester, Tunnel No. 1 and Robe,

silverton and Monte Cristo
Yacolt Brach, North of Yacolt, will be paid:
Daily rate \$7.49
One-eighth of the daily rate..... .9375
Three-sixteenths of the daily
rate 1.405

Constructive
Mileage.

Rule 57. (a) Freight conductors will be allowed 12 constructive miles running over mountain between:
Livingston and Bozeman,
Helena and Elliston,
Missoula and Arlee or Dixon,
Easton and Lester,
Whitehall and Butte,
Saltese and Wallace
Six constructive miles between
Howell and Helix.
Smeltz and Hillsdale.

Constructive
Mileage,
When Paid.

(b) Where constructive mileage is paid, it will be in addition to all other allowances for the trip.

Double-headers and
Helpers.

Rule 58. (a) On freight trains of over forty cars, exclusive of cabooses, the practice of doubleheading will be discontinued, except as hereinafter stated.
(b) Doubleheaders may be run on any district provided the rating of largest engine handling the train is not exceeded
(c) In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader.
(d) It is recognized that the exigencies of the business may require additional helper service to that provided for, in which event the matter shall be settled by negotiations be-

tween the management and committee, and provisions for pusher or helper service may be made by management and committee for pusher or helper engines on any district to maintain the tonnage intact over grades.

(e) Helpers will be used between the following points:

Duluth and point three miles west of Carlton.

Duluth and Zebulon. The tonnage rating of trains between Duluth and three miles west of Carlton and between Duluth and Zebulon, will not exceed rating of road engine over the division.

St. Paul and Claymont.

East Minneapolis and point 2 1/2 miles toward White Bear.

Stillwater and point two miles out.

St. Paul and Minneapolis.

Little Falls and Lincoln.

Brainerd and point three miles toward St. Paul.

Koldok and Peak, and Peak and Berea via Valley City; with limitation of capacity of one locomotive between Dilworth and Koldok and between Peak or Berea and Jamestown.

Jamestown and Bloom.

Jamestown and Windsor.

Jamestown and Parkhurst

Jamestown and point one and one-half mile south on James River Branch.

Mandan and Bismarck.

Livingston and Bozeman. In case of wrecks, snow blockades or washouts, rendering fourth subdivision between Logan and Bozeman impassable, helpers may be used to assist eastward freight trains, Logan to Bozeman, via

second subdivision, with limitation that no more tonnage is hauled than road engine handles regularly via the fourth subdivision.

Townsend and Helena; with limitation that no more tonnage is taken out of Townsend than two engines will take Livingston to Bozeman.

Whitehall and Butte.

Helena and Garrison; with limitation that no more tonnage is taken from Garrison than two engines will take into Blossburg.

Stuart and Butte.

Missoula and Dixon.

Saltese and Wallace.

Spokane and Cheney.

Sprague and Tyler.

Cunningham and Providence.

Pasco and Badger; with limitation that no more tonnage is hauled with the aid of helper between these two points than the road engine can haul over the balance of the freight district.

Kendrick and Howell.

Easton and Lester.

Two engines may be used Auburn to Lester, via old or new line, and three engines Lester to Easton. On such trains twenty-eight miles constructive mileage will be allowed in addition to the present mileage allowance. On all other trains, existing rates and conditions will govern.

It is not the intent of this rule to run turn-arounds into Lester for the purpose of filling out eastward trains at Lester.

South Prairie and Buckley.

South Prairie and Wilkeson.

South Prairie and Carbonado.

Tacoma and South Tacoma.

Centralia and Castle Rock; with limitation that no more tonnage is hauled with the aid of helpers between these two points than the road engine can haul between Tacoma and Centralia.

Tenino and Rainier.

Pe Ell and Francis.

Woodinville and Snohomish.

Nisqually and Camp Lewis.

Bellingham and Larson.

Wickersham and Park.

(f) The number of helpers to be used between any of the points above named will be such as is necessary to move a train brought to such points by a single engine without any increase in the tonnage.

(g) Helpers may be run on any district when necessary because of storms, engine failures, to avoid running engines light, and moving engines to and from shops or from one division or district to another, provided the tonnage rating of the largest engine handling the train is not exceeded.

(h) When, by change in operating conditions, it becomes necessary to move freight trains via old line between Trout Creek and Pinehurst, helper service may be established and freight conductors will be allowed eight (8) constructive miles for running via old line between Trout Creek and Pinehurst; and it is further agreed that if helper is used at any other time, to move freight trains over White Pine Hill, eight (8) constructive miles will be allowed, if tonnage rating of the heaviest engine in the train is exceeded.

Calling
Limits, Etc.,
Not Called
in Turn.

Rule 59. (a) When callers are employed, Conductors within one mile of office, and at such places as conditions require, one and one-half miles from

office, will be called, as near as practicable, one and one-half hours before time required to report for duty. Conductors when called will sign call book, which will show time called and time required to report for duty. Conductors run around at terminals account not being called in turn, will be paid for 50 miles and stand first out.

Run Around
After
Being
Called.

Conductors called in turn and run around at terminals will be paid for twenty-five miles and stand first out.

(b) In case of accidents where freight Conductors arrive at terminals in advance of their caboose, they may be tied up at the option of the management and if so tied up, the time tied up will govern his turn out with respect to other crews in terminal.

Worked or
Held on
Lay-Over
Days.

Rule 60. Regularly assigned conductors will not be required to work on their layover days if other Conductors are available. If a Conductor is held for service on his layover day, he will be paid full day's pay at his regular rate.

Note: Extra conductors will be considered available provided they are subject to call and can be deadheaded to point where needed in time to be used.

Circus or
Theater
Trains.

Rule 61. Conductors handling circus or theater trains that stop to exhibit will, except on the last move, be paid not less than 12 hours 48 minutes or 160 miles at through freight rate for each move, including loading and/or unloading of circus; overtime at 3/16 of the daily rate will be allowed for time in excess of 12 hours 48 minutes and if the mileage exceeds 160, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2.

On the last move, if less than 12 hours 48 minutes is used, actual time or miles will be paid with a minimum of 100 miles; overtime at 3/16 of the daily rate will be allowed for time in excess of 8 hours and if the mileage exceeds 100, overtime will begin when the time on duty exceeds the miles run divided by 12-1/2.

Conductors used in other service during the time circus is exhibiting shall be paid extra therefor, according to the class of service performed, unless the service performed is switching made necessary by the presence of the circus train. Conductors handling these trains that do not exhibit between terminals will be paid at through freight rates.

Tied Up
Between
Terminals,
Account
Wreck,
Washout or
Snow
Blockade.

Rule 62. Conductors will not be tied up between terminals except in case of delay due to wrecks, washouts, or snow blockades, when they will be paid for the first eight hours so held in addition to time or miles made that day, and for each succeeding calendar day will be allowed not less than one hundred (100) miles. If not held full eight (8) hours time will be continuous.

Examples Applying to Unassigned Fright Service:

(1) Run 80 miles in 3 hrs.

(11:00 A.M. to

2:00 P.M.)..... 80 miles

Tied up 2:00 P.M. to

10:00 P.M. 100 miles

Continued tied up un
til 6 A.M.

Run to end of run (40
miles) in 4 hours.

6:00 A.M. to 10:00 A.M..... 100 miles

Total allowance 280 miles

(2) Run 40 miles in 3 hrs.
 (7:00 A.M. to
 10:00 A.M.)..... 40 miles
Tied up 10:00 A.M. to
 7:00 P.M., 9 hours 100 miles
Run to end of run (40
 miles) in 4 hrs.,
7:00 P.M. to 11:00 P.M..... 50 miles
Total allowance 190 miles

(3) Run 40 miles in 3 hrs.
 (7:00 A.M. to
 10:00 A.M.)..... 40 miles
Tied up 10:00 A.M. to
 6:00 P.M. 100 miles
Continued tied up un-
 til 12:00 midnight
2nd day (30 hrs.)..... 100 miles
Run to end of run (40
 miles) in 4 hours,
 12:00 midnight to
 4:00 A.M. 100 miles
Total allowance 340 miles

(4) Run 40 miles in 4 hours
 (6:00 A.M. to
 10:00 A.M.)..... 50 miles
Tied up 10:00 A.M. to
 6:00 P.M. 100 miles
Continued tied up un-
 til 2:00 A.M. third
 day (32 hours)..... 100 miles
Run to end of run (80
 miles) in 3 hours,
 2:00 A.M. to
 5:00 A.M. 100 miles
Total allowance 350 miles

Examples Applying to Assigned Freight Service:

(1) Length of run 125

miles.

Run 80 miles in 6 hrs.

(8:00 A.M. to

2:00 P.M.)..... 125 miles

Tied up 2:00 P.M. to

10:00 P.M. 100 miles

Continued tied up un

til 6 A.M.

Run to end of run (45

miles) in 4 hrs.,

6:00 A.M. to 10:00 A.M..... 125 miles

Total allowance 350 miles

(2) Length of run 100

miles.

Run 40 miles in 3 hrs.

(7:00 A.M. to

10:00 A.M.)..... 100 miles

Tied up 10:00 A.M. to

6:00 P.M. 100 miles

Continued tied up un-

til 12:00 midnight

second day (30 hrs.) 100 miles

Run to end of run (40

miles) in 4 hours,

12:00 midnight to

4:00 A.M. 100 miles

Total allowance 400 miles

(3) Length of run 125

miles.

Run 80 miles in 11 hours

(4:00 A.M. to

3:00 P.M.)..... 125 miles

1 Hr. O. T.

Tied up 3:00 P.M. to

11:00 P.M. 100 miles

Run to end of run (45
miles) in 4 hrs.,
11:00 P.M. to 3:00
A.M. 125 miles
Total allowance 350 miles
Plus 1 hr. O.T.

(4) Length of run 120
miles.
Run 40 miles in 4 hrs.
(6:00 A.M. to
10:00 A.M.)..... 120 miles
Tied up 10:00 A.M. to
6:00 P.M. 100 miles
Continued tied up un-
til 2:00 A.M.
third day (32 hrs.)..... 120 miles
Run to end of run (80
miles) in 3 hours,
2:00 A.M. to
5:00 A.M. 120 miles
Total allowance 460 miles

Doubling
Hills,
Running for
Water, etc.

Rule 63. Actual mileage will be allowed and added to mileage of trip for doubling hills, running for water and for cutting off engines to help other trains.

EXAMPLES

- (1) Distance, 115 miles; required to double, 5 miles; total actual miles, 125. Allowance, 125 miles at the mileage rate plus overtime, if any, accruing after 10 hours.
- (2) Distance, 90 miles; required to double, 4 miles; total actual miles, 98. Allowance, 100 miles.
- (3) Mileage, same as shown in Example 2; conductor on duty, 10 hours.

Allowance, 100 miles at mileage rate plus 2 hours overtime at 3/16th of the daily rate.

Mileage Allowances.	Rule 64. (a) Mileage allowances will be computed on time table distances. In addition to the time table mileage following allowance will be made as long as present conditions continue:
Staples.	(b) Staples. West-bound Lake Superior and St. Paul Divisions, freight Conductors, one mile.
Dilworth.	(c) Dilworth. West-bound Fargo and Southwestern freight conductors, one mile. Minnesota Division east-bound Conductors, one mile.
Mandan.	(d) Mandan. First subdivision Yellowstone Division freight Conductors, one mile on incoming and outgoing trains.
Dickinson.	(e) Dickinson. First subdivision west-bound Yellowstone Division freight Conductors, one mile.
Glendive.	(f) Glendive. Third subdivision east-bound Yellowstone Division freight Conductors, one mile.
Forsyth.	(g) Forsyth. Fourth subdivision east-bound Yellowstone Division freight Conductors, one mile. Fourth subdivision west-bound freight Conductors, one mile.
Laurel.	(h) Laurel. Fourth subdivision east-bound Yellowstone Division freight Conductors, one mile.
Butte.	(i) Butte. Montana Division freight Conductors who are required to go from roundhouse to "MU" yard with or for train, and Rocky Mountain Division freight Conductors accompanying engines between roundhouse and "MU" yard, 1.7 miles.

- Missoula. (j) Missoula. West-bound, first subdivision, freight Conductors delivering train in west yard, 1.5 miles.
- Paradise. (k) Paradise. West-bound via St. Regis, freight Conductors, one mile.
- Ellensburg. (l) Ellensburg. Pasco Division, west-bound freight Conductors heading into west yard or backing into east yard, one mile.
- Deadhead-
ing. Rule 65. (a) Conductors will receive one day or one hundred miles for each calendar day when deadheading on railroad business, but in no case less than they would have earned if continued on their regular assignments.
- (b) Conductors, when deadheading on their own division, will be paid full time or mileage at their regular rates in their regular assignments.
- Rates of pay of men having no regular assignment, for deadheading on their own division, will be that of the service which they are entering, to apply to trip from and returning to headquarters.
- (c) Conductors deadheading under the provisions of paragraph (b) across a division where constructive mileage is allowed will be paid such constructive mileage.
- (d) Conductors will go with their cabooses when cabooses are deadheading.
- (e) First Conductor out will deadhead; second Conductor will run train; deadhead Conductor will be first out at end of run.
- (f) When necessary to cut out a crew between terminals the crew deadheading that would stand first out at end of run will be cut off.
- (g) When a crew is picked up on the road and deadheaded to the terminal they will be first out.

(h) Conductors sent to or from an isolated point will be entitled to deadhead mileage for the trip at their regular rate.

If a Conductor is employed in isolated service and requests relief for his own accommodation, he is not entitled to deadhead mileage between the location of his work and headquarters in either direction.

Conductor going to take a run at his own request, to which he is entitled through seniority, will not be paid for deadheading to take the run.

(i) A Conductor going to take a run at an isolated point at his own request displacing a Conductor that has been sent to relieve the regular man, will not be entitled to deadhead mileage returning to headquarters unless he is displaced by the regular man or by a Conductor senior to the regular man.

Note: Paragraph (i) provides payment only to the first man displaced and the man displaced by the regular man or a man senior to the regular man.

(j) If a Conductor on an isolated run is displaced or run discontinued, selects another run at the same point he will not be paid deadhead time but will be allowed 100 miles if a calendar day or more is lost by the change; or, if when displaced, he selects a run at another isolated point he will be paid for the deadhead trip but not more than he would have received had he returned to headquarters.

(k) Freight Conductors deadheading from White Bear to St. Paul to enter passenger service, or deadheading from St. Paul to Northtown or Minneapolis after having run a passenger train into St. Paul, or deadheading from Dilworth to Fargo to enter passenger service, and returning from Fargo to Dilworth after completing passenger work, will be paid for all time used with a minimum of twenty-five (25) miles or two (2) hours. This applies to the Conductor returning from St. Paul to White Bear after completing the assignment in passenger work.

passenger train into St. Paul, or deadheading from Dilworth to Fargo to enter passenger service, and returning from Fargo to Dilworth after completing passenger work, will be paid for all time used with a minimum of twenty-five (25) miles or two (2) hours. This applies to the Conductor returning from St. Paul to White Bear after completing the assignment in passenger work.

(l) Conductors deadheading to or from Auburn and Seattle and to or from Auburn and Tacoma will be allowed a minimum of one day for each deadhead trip, when no other service is performed on that date. In the event service is performed a minimum of one day will be allowed for service performed and one-half day instead of one day for each deadhead trip.

Note: This paragraph applies only to deadheading between Auburn and Seattle and between Auburn and Tacoma and does not apply to deadheading between Seattle and Tacoma.

Non-
Incident
Work.

Rule 66. (a) Conductors required to chain up cars set out by other trains and or rebrass or repack cars set out by other trains on account of hot boxes, fill water barrels (except to give water to section houses or extra gangs) fill water cars or tanks, or thaw out water tanks, will be paid for actual time so consumed in addition to time or miles made on the trip.

Dilworth.

(b) It is agreed that Conductors loading or unloading merchandise at Dilworth will be paid for same in addition to allowance for trip.

Coaling
Engines.

rule 67. Conductors required to coal engines will be paid minimum of two hours, at one-eighth of the

daily rate, for each engine coaled. If more than two hours is consumed they will be paid accordingly. This allowance in addition to all other allowances for the trip.

Conductors will not be required to coal engines when other men are available.

Pilot
Service.

Rule 68. (a) Conductors acting as pilot will be paid the rate applicable to the class of train piloted provided that when more than one class is piloted on same day the highest rate applicable to any class of service will be paid for the entire service.

(b) Where it is necessary to use pilots, it will be permissible to use regular Conductors assigned to service at isolated points, to act as pilots when it is necessary to bring these engines into main line terminals for repairs, this to be considered as part of their regular assignment although they will be paid for such service, a minimum of 100 miles for piloting the light engine from the outlying point to the main line terminal and a minimum of 100 miles for returning from the main line terminal to the outlying point, it being understood, however, that there will be no run arounds claimed by other Conductors on account of the Conductors on these outlying runs being used to pilot engine, on their assignments into and out of main line terminals.

Additional
Runs, How
Paid.

Rule 69. (a) Services rendered by regularly assigned conductors in excess of their regular run, will be paid for at regular rates for class of service rendered.

Note: Lap back trips or side trips within the starting and outer limits of

an assignment will be paid for under the provisions of Rule 71 of this Article.

Guarantee.
Temporary
Passenger
Service.

(b) Freight Conductors will be paid freight rates for handling empty passenger equipment, and passenger rates for passenger trains, but for temporary service not less than they would earn if continued in freight service.

Terminal
Switching.

Rule 70. (a) Freight and mixed train conductors when required to do switching at terminals will be paid for time so employed.

Examples:

(1) Required to report at A, 7 a. m.; switches at A until 9 a. m.; leaves A at 9 a. m. and runs to B, 100 miles; relieved at B, 3 p. m.

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

(2) Required to report at A, 7 a. m.; switches at A until 9 a. m.; leaves A at 9 a. m. and runs to B, 100 miles; relieved at B, 4 p. m.

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

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

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

(4) Required to report at A, 7 a. m.; switches at A until 9 a. m.; leaves A at 9 a. m. and runs to B, 100 miles; relieved at B, 5 p. m.

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

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

Turning
Engines on
Turntables
or Wyes.

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

Side or Lap
Back Trips.

Rule 71. When a crew is required to make a side trip or lap back trip between their terminals, miles made on side trip or lap back trip will be paid for in addition to the regular mileage allowance for the trip between terminals, except if overtime accrues the mileage for the side trip or lap back trip, or the overtime, whichever is the greater, will be allowed; overtime to be computed on the basis of the mileage of the trip exclusive of the side or lap back trip.

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

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

Special
Passenger
Trains.

Rule 72. Freight Conductors handling special passenger trains, such as President's, General Manager's, General Superintendents', Superintendents' and other officers' specials, also officers' trains from other lines that are not revenue trains, will be paid through freight rate.

Run Off
Own
Division.

Rule 73. A Conductor will not be run off his own division except in case of extreme emergency, in which event he will receive not less than one hundred miles for each calendar day held.

Tied Up and
Towed In.

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

Freight
Service
Between
St. Paul and
Duluth,
How Paid.

Rule 75. (a) Conductors in freight service on the Lake Superior Division will be paid on time basis between Duluth, Central Avenue, Allouez and West Duluth Junction; and mileage basis between Allouez and Ashland, Central Avenue, St. Paul or Staples, West Duluth Junction, St. Paul or Staples.

Freight
Service
Between
E. Grand
Forks, Pem-
bina and
Emerson,
How Paid.

(b) Conductors in freight service on the second district, Red River Branch, Minnesota Division, will be paid on mileage basis between East Grand Forks and Pembina; time basis between Pembina and Emerson.

Examples:

1. Report for duty at Duluth 7.00 a.m.
Leave Central Ave. 9.00 a.m.
Arrive St. Paul 8.30 p.m.
Actual mileage Central Ave. to St. Paul, 150.
Allowance: 150 miles at mileage rate plus 2 hours zone time at one eighth of the daily rate per hour.
2. Same train arrives St. Paul 9.30 p.m.
Switches 1 hour, tying up at 10.30 p.m.
Actual mileage Central Ave. to St. Paul, 150.

Allowance: 150 miles at mileage rate plus 2 hours zone time at one-eighth of the daily rate per hour. (Road time Central Ave. to St. Paul (13'30'') or 1'30'' overtime at three-sixteenths of the daily rate, which is greater than 1 hour for terminal switching at St. Paul at one-eighth of the daily rate.

3. Report for duty at St. Paul7.00 a.m.
Arrive Central Ave.5.00 p.m.
Arrive Duluth and ties up7.30 p.m.
Actual mileage St. Paul to Central Avenue, 150.

Allowance: 150 miles at mileage rate plus 2'30'' zone time at one-eighth of the daily rate per hour, which is greater than 30 minutes road overtime at three-sixteenths of the daily rate.

4. Report for duty at St. Paul 7:00 a. m.
Arrive Central Ave. 7:30 p. m.
Arrive Duluth and ties up 9:30 p. m.
Actual mileage St. Paul to Central Ave., 150.

Allowance: 150 miles at mileage rate and 2'30'' overtime at three-sixteenths of the daily rate, which is greater than 2 hours zone time at one-eighth of the daily rate.

Note: On outbound trips from Duluth, zone time will be calculated separately from the road trip outside the zone, road time to commence at Central Ave., in each instance zone time to be paid for at one-eighth of the daily rate per hour.

On inbound trips, to Duluth, either the zone time at one-eighth of the daily rate per hour, or the road overtime at three-sixteenths of the daily

rate, based on the total time on duty, whichever is the greater will apply.

Guarantee.

Rule 76. (a) The time of assigned conductors will not be discounted for days not used.

Note 1: Assigned conductors not used in their regular assignment, but used in other service, will be paid not less than their assignment.

Note 2: Payments to conductors under the provisions of this paragraph will be for the full mileage or hours of the assignment with minimum of one day, but will not include any overtime that may be made which is not part of the assignment.

(b) Conductors regularly assigned to six (6) day week assignments in freight service, not used on the sixth day and used out of terminal on the seventh day (their layover day) will be allowed one hundred (100) miles on account of not being used on the sixth day and paid for service performed on the seventh day at regular assignment rates.

Example 1:

Conductor regularly assigned in freight service between A and B.

Leave A at 7:30 A. M. Mondays, Wednesdays and Fridays.

Leave B at 9:00 A. M. Tuesdays, Thursdays and Saturdays.

Layover Sunday at A.

Conductor on Saturday (6th day) is held at B and not ordered to leave B until after midnight.

Allowance: One hundred (100) miles for Saturday (the 6th day) and rates for regular assignment on Sunday (7th day), their layover day.

Example 2:

Conductor regularly assigned in freight service between A and B.

Leave A at 8:00 P. M. Sundays, Tuesdays and Thursdays.

Leave B at 3:00 P. M. Mondays, Wednesdays and Fridays.

Layover Saturday at A.

Conductor on Friday (6th day) is held at B and not ordered to leave B until after midnight.

Allowance: Same as Example 1.

Example 3:

Conductor regularly assigned in freight service between A and B, on turnaround run A to B and return, daily except Tuesday.

Leave A at 7:30 P. M.

Layover at A on Tuesdays.

Conductor on Monday (6th day) is held at A and not ordered to leave until after midnight.

Allowance: Same as Examples 1 and 2.

Note: This paragraph applies only to conductors in freight service regularly assigned to six (6) day assignments and to the sixth and seventh day of such assignment only.

Called and
Not Used.

Rule 77. When a train for which Conductor has been called to report for service at a specified time is annulled, he will be paid at one-eighth of the daily rate for the time held until relieved from duty. If no service is performed the Conductor will be allowed one-quarter of one day and will stand first out. If Conductor performs service he will be allowed one day or one hundred miles at the regular established rate, for service rendered and stand last out.

Held-Away-
From-Home
Terminal.

Rule 78. Conductors in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the next succeeding 8 hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter. Should a Conductor be called for duty after pay begins, time will be computed continuously, provided that, if overtime accrues on the trip, that portion of the overtime due to starting pay at the expiration of the 16-hour period instead of at the time actually required to report for duty shall be paid at the pro rata rate, in order that time and one-half time for overtime will not be so applied as to increase the rates paid for time growing out of the held-away-from-home-terminal rule.

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

Note: This rule does not nullify the rules covering run arounds at terminals and the conductor should be paid for run arounds in addition to pay under the "Held-Away-From-Home-Terminal" rule

Through
Freight
Guarantee.

Rule 79. Conductors in through freight service will be permitted to make at least 3,000 miles per month exclusive of all other allowances (except road overtime) or be paid therefor.

This rule will not operate to prevent Conductors from making more than 3,000 miles per month.

Conductors working under the provisions of this rule who do not work all month will be paid not less than pro rata of the guarantee for days worked.

Note: Computations of overtime under this rule will be on the basis of 12-1/2 miles per hour.

Example:

Conductor in work train service up to and including the 28th of the month; then assigned to chain gang service and worked the 29th and 30th, making 100 miles on each date; on the 31st he was not called for service.

Allowance: Regular pay while assigned to work train service, and in addition thereto, 200 miles earned in chain gang service. The through freight mileage guarantee applies to the last three days of the month, therefore conductor is entitled to equivalent of $\frac{3}{31}$ of 3,000 miles or 290.3 miles. Conductor is entitled to difference of 90.3 miles to make up the pro rata of monthly mileage guarantee.

Transfer
to Other
Divisions.

Rule 80. (a) In case of lack of force on one division and surplus on another, Conductors may be transferred temporarily and shall lose no rights on original division, provided they return within six months. Such men will not be paid while enroute from one point to another, and will have the privilege of returning before the force on the original division is otherwise increased; if permanently transferred, will rank as new men from date of temporary transfer.

Reduction of Force.	(b) In the event of reduction of force, Conductors will be suspended or set back, commencing with the youngest man in the service. When the number of Conductors is again increased the Conductor so suspended will resume his rank as Conductor.
First In, First Out.	Rule 81. Conductors not assigned to regular runs will, as far as practicable, run first in, first out, on district or division on which they are assigned.
Cars Added After Train Is Made Up.	Rule 82. Conductors will not be required to commence work on trains in yard until notified that trains are made up, and when cars are added to or taken off trains, Conductors will be so notified.
Supplies and Stationery.	Rule 83. At terminals, where carmen are employed, when supplies (except stationery, lamps and flagging material) are needed for caboose, Conductor will, on arrival, leave note on caboose of what supplies are needed, and the same will be put on cabooses by someone other than Conductor.
Coupling and Uncoupling Air Hose.	Rule 84. Coupling and Uncoupling Air Hose. It will not be the duty of Conductors to couple air hose, steam hose or test air at terminals where carmen are employed.
Double Loads and Draw Bars.	Rule 85. Double Loads and Draw Bars. It will not be the duty of Conductors to chain up double loads or to load draw bars. This rule will not apply to draw bars billed and offered for shipment from depot platform.
Automatic release.	Rule 86. Conductors arriving at terminals or end of run are automatically released.

Road Conductors Assigned to Switch Service at Intermediate Points.

Rule 87. Assigned to Switch Service at Intermediate Points. At intermediate points where road crews have been doing the switching and it becomes necessary to assign a crew to switching service, a Conductor holding road intermediate rights will be assigned; road rates and rules will apply.

Reporting for Duty.

Rule 88. Conductors who are laying off and are returning to their runs must report for work not later than four hours from the time Conductor who is to be displaced has been relieved from duty.

Cabooses, Handling of; Equipment.

Rule 89. (a) Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service.

(b) The following will be observed to the fullest possible extent:

There shall be a caboose track at all terminals. Cabooses will be taken off trains and put on caboose track immediately on arrival. Switching with cabooses is prohibited. Cabooses will not be taken from caboose track and put on train until two hours before leaving time of train.

Transfer Billings and Laurel.

Rule 90. The transfer work between Laurel and Billings, and trains originating at Billings for the Montana Division, and for trains coming from the Montana Division terminating at Billings, will be performed by men employed on the Montana Division, under the jurisdiction of the Montana Division Superintendent.

Montana Division Crews Assigned to Yellowstone Division.

Rule 91. Montana Division Conductors will be used between Laurel and Forsyth to offset the mileage lost by the Montana Division Conductors, on account of the Yellowstone Division Conductors running through to Laurel, the mileage being balanced

at the end of each year and the Conductors being permitted to work out the excess mileage.

Service
Out of East
Grand
Forks.

Rule 92. (a) Five (5) crews will be assigned between Lake Park and Pembina to trains 633, 748, 752, 129, 130 and one Extra East (East Grand Forks to Lake Park, Sunday only), and will run first in, first out of East Grand Forks.

(b) The mixed train rate will apply to trains Nos. 129 and 130. The local freight rate will apply to the other trains named in this rule.

(c) Extra men assigned to fill vacancy on any one of these five (5) regular cars for less than a full month will be paid not less than pro rata of monthly mileage made by such car, for days assigned. Miles allowed under this article to make up pro rata to be paid at local freight rate.

Example:

Conductor assigned to fill vacancy on regular car 15 days in 30-day month;

Makes 1,200 actual miles;

Car makes 2,600 actual miles that month;

Entitled to 15/30 of 2,600 miles, or 1,300 miles.

(d) The above will govern except during the fall grain shipping season, when it is necessary to place additional crews in service to handle the business. During such period crews will be run in pool first in, first out of East Grand Forks and will be permitted to make the money equivalent to 3,000 miles per month at through freight rates exclusive of all other allowances, except road overtime, or be paid therefor.

(e) Except as provided in paragraph (d) of this rule, extra crews run on the Red River Branch will not be pooled with regularly assigned crews, but will be handled independently and will not interfere with the regularly assigned service.

Note: Rule 78 of this article applies.

New or
Additional
Train
Service.

Rule 93. In establishing new or additional train service covering a period of ten days or more notice of such service will be posted on all bulletin boards on that division.

Use of Tele-
phones by
Conductors.

Rule 94. In every instance dispatchers will endeavor to plan train movements to enable them to issue orders to train crews at open telegraph offices. Conductors will not be required to take orders over the telephone except in case of necessity to avoid unreasonable delay that could not be anticipated by dispatcher.

Setting Up
Crews.

Rule 95. Setting Up Crews. Set up crews will stand first out after crews then in terminal who have had such a period of rest as makes them available for sixteen hours' continuous service

Dog-catcher
Service.

Rule 96. Conductors assigned exclusively to dog-catcher service will be paid at through freight rates and operated under provisions of Rule 34, Article II. Such assignments will consist of not less than the calendar days of the month.

Ordering
Crews for
Brainerd
and Staples

Rule 97. Ordering Crews For Brainerd and Staples. In ordering Conductors for Brainerd and Staples at Duluth, the terminal for each Conductor will be stated on the board or in the call, so that each will know when leaving Duluth whether his run will terminate at Brainerd or Staples. If the destination

of the trip designated to end at Brainerd is changed to Staples, the allowance for the trip from Brainerd to Staples will be figured as if a new trip were begun at Brainerd. If the trip designated to end at Staples is terminated at Brainerd, the time allowance will be figured under the law or under Rule 62, Art. II, Brainerd being an intermediate and not a terminal point for such crews.

The local officers will be requested to arrange to the greatest possible extent to turn chain gang Conductors tied up at Brainerd back to Duluth, after reasonable rest, without undue delay, with proper regard for economical operation.

Establish-
ment of
Conductors'
Extra
Board.

Rule 98. (a) When business conditions warrant, the company may establish a Conductors' extra board at the following terminals:

Duluth	Forsyth
Northtown	Livingston
Staples	Missoula
Dilworth	Yardley
Jamestown	Pasco
Mandan	Auburn
Dickinson	Tacoma
Glendive	

(b) Conductors assigned to an extra board under the provisions of this rule will run first in, first out, except when a Conductor from extra board catches a run at an isolated point or in regularly assigned service, he will hold such vacancy for ten (10) days unless relieved by the regular man or by a senior Conductor not on extra board.

(c) When extra boards are established the senior extra conductors will be withdrawn from the service as brakemen and given positions on the extra board.

(d) Conductors withdrawn from the service as brakemen and placed on extra board will be guaranteed under Rule 79, Article 2.

(e) All the extra running will be performed by the Conductors on extra board if they are available. If there is no extra Conductor available, the senior extra Conductor' then at the terminal who is braking, will be called upon to take extra service and will be considered as assigned to the extra board while so employed.

Yard or
Switching
Limits, How
Changed.

Rule 99. Yard or Switching Limits, How Changed. Yard or switching limits will not be changed so as to deprive road or yardmen of any work until after conference is held and agreement reached.

Short Trips
Account
Accident,
Running for
Water, etc.

Rule 100. Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

Article III.

General Rules.

The following rules are applicable to all classes of train service.

Time
Slips.

Rule 101. (a) Conductors will report time of their brakemen with their own and when Conductors' time is not allowed as per time slip, they will be notified promptly reasons for disallowance and what allowance, if any, has been made. If no notice of dis-

allowance is given, time as reported on time slip will be allowed.

(b) When time of Conductors is short, time check to cover shortage will be issued on request if shortage amounts to one dollar (\$1) or more.

(c) Time claims that are settled by the Committee and the officers of the company will be paid by time check promptly.

Attending
Court.

Rule 102. Conductors attending court at request of an officer of the Railroad will be paid full amount they would have received at their regular work, but not less than a full day's pay in their class for each calendar day. If away from home station, legitimate expenses will be paid; time and expenses to be certified to by Railroad's attorney. Conductors who are entitled to rest shall not be disturbed by call for purpose of investigation until expiration of time specified for rest, except in case of absolute necessity.

Loss or
Damage to
Equipment.

Rule 103. Conductors will not be obliged to pay fines for loss or damage to equipment.

Notification
of
Deductions.

Rule 104. When deductions are made from Conductor's pay they will be given statement in writing if requested in writing.

Meals
on Duty.

Rule 105. Time of Conductors will not be discounted for time required to get meals while on duty.

Paid for
Time Held
Off Run.

Rule 106. If a Conductor is held off his regular car or run for any cause or is denied a run his seniority entitles him to, he will not be used in other service if other Conductors are available, and will be paid not less

than he would have earned had he gone out on his run.

Note: This will not prevent the management from deadheading the Conductor to an outside point to take his car or run.

Conductors
Leaving
Service.

Rule 107. Conductors leaving the service will be paid at the earliest practicable time in full, less the authorized deductions which may be found against their pay.

Promoting
and Hiring
of
Conductors.

Rule 108. (a) When it becomes necessary to increase the force of Conductors on any division, one Conductor will, when available, be hired to three brakemen promoted. When hiring Conductors under this rule, Conductors in service as brakemen will be given preference. No Conductor will be hired under this rule who has not had at least two years' experience as Conductor on a steam surface railroad.

(b) In making promotions, arrangements will be made to examine four men in each class, consisting of three brakemen to be promoted, then one Conductor hired, if available. If Conductor is not available at the time the class is promoted, thirty days will be given to secure the Conductor to be hired. If Conductor to be hired cannot be secured within the thirty days, this class will be considered closed. On seniority districts where brakemen have been in the service for six years and six months or more, all Conductors will be promoted.

Division
Rights.

Rule 109. Division rights on the Northern Pacific system will prevail.

Conductor to Be Given a Certificate.	Rule 110. Men employed as, or promoted to, Conductors, will be given a certificate dated the day they pass examination, which will be their date as Conductor on seniority list.
Seniority Date.	Rule 111. Conductors will take rank from rank from date of their appointment or promotion and except as otherwise provided will have choice of runs on their respective divisions to which their age and service entitles them. Temporary assignment as a Conductor, in emergency, does not constitute a promotion. In case two or more men are examined on the same date, seniority in service will govern relative standing. If on account of sickness or other cause beyond his control, a man is unable to present himself for examination in regular turn, it will not affect the record date of his promotion. Present standing of men will not be changed by this rule.
Assignments to be Bulletined.	<p>Rule 112. (a) On runs where home terminal is at a station other than an established division terminal, vacancies on permanent runs will be bulletined for a period of ten days and assigned to the senior Conductor applying from the number of Conductors who have been withdrawn from the service as brakemen to cover permanent service on the division.</p> <p>(b) If such runs are vacated, time of train schedule changed to the extent of five (5) hours or more, terminal or point of layover changed or service re-arranged sufficient to produce an increase or decrease of Fifteen Dollars (\$15) or more (based on the minimum daily rate) per month, the run will be bulletined and assigned to the senior Conductor applying.</p>

(c) Conductors so assigned will guaranteed immunity from the application of the seniority rule as applied to other Conductors, except that it will not prevent a Conductor senior in the service from exercising his seniority when such Conductor cannot hold regular service as Conductor in his regular assignment. Senior Conductor displaced desiring to take a bulletined run held by a junior Conductor must make his choice within seven (7) days from date of his displacement.

(d) A temporary vacancy in bulletined service for a period of sixty (60) days or more shall be treated as a regular vacancy and will be bulletined. In the event of the regular man returning before or after the expiration of sixty (60) days the displaced men will return to their former runs or any other runs which their seniority entitles them to hold that were established after the sixty (60) day vacancy had been bulletined.

(e) Temporary vacancies on runs not bulletined or set up pooled cars will be considered regular positions at the end of thirty (30) days, and the senior extra Conductor will be withdrawn from the service as brakeman for such position.

(f) On divisions where a Conductors' extra list is not maintained in accordance with the provisions of Rule 98, Art. II, a Conductor assigned to a temporary vacancy will remain in such vacancy until displaced by regular or senior Conductor, except that he may exercise his seniority to runs in other classes of service.

(g) The right of Conductors to

make application will not be prejudiced when they are not available at the time of the assignment.

(h) A Conductor assigning himself to an isolated run will not be permitted to leave the run and displace other Conductors on regular assignments other than chain gang service.

(i) Runs originating or terminating at the following points on each division will not be bulletined:

Tacoma Division	Tacoma.
Seattle Division	Tacoma, Seattle and Auburn.
Pasco Division	Pasco for freight; Spokane for passenger.
Idaho Division	Spokane, Yardley and Parkwater.
Rocky Mountain Division	Missoula.
Montana Division	Livingston. Billings for passenger only.
Yellowstone Division	Forsyth, Glendive, Dickinson and Mandan.
Dakota Division	Jamestown for freight and passenger. Fargo for passenger.
Fargo Division	Dilworth and Fargo.
Minnesota Division	Staples.
St. Paul Division	Minneapolis, St. Paul and Northtown.
Lake Superior Division	Duluth, St. Paul and Minneapolis.

Assigned to Other Service.	Rule 113. In case a Conductor is assigned to a position other than in train service, or is employed by the Order of Railway Conductors or Brotherhood of Railroad Trainmen, his seniority rights as a Conductor will not be impaired by reason of such assignment or employment, and his rank on the Conductors' list will be such as he would have gained had he been continuously employed in train service.
Separation or Consolidation of Divisions.	Rule 114. If any established division is divided, or any portion is added to another, or if a new division is formed therefrom, Conductors will have choice of divisions upon which they will remain, in accordance with their seniority rights. The number of men required to operate the territory at the time transfer is made will be transferred with the territory in each class of service, viz: Passenger Conductors, freight Conductors, and up to that number, and no further, the men will be transferred.
Rights in Yard Service.	Rule 115. Yardmen will have no rights in train service. Conductors temporarily assigned to yard service shall not lose their rights thereby. In case of emergency, Conductors may work in yard service, but not more than thirty days at any one time.
Investigations.	Rule 116. (a) Conductors charged with offenses involving suspension or discharge will be advised the nature of such offense and no Conductor will be discharged, suspended, or given record suspension without full investigation by Trainmaster or Superintendent (or an officer superior if desired by the Railroad) at which investigation all parties interested will be notified to be present and at which any Conductor under investigation may be represented by an employee of his choice and both will be permitted to be present and hear all evidence submitted at investigation.

investigation may be represented by an employee of his choice and both will be permitted to be present and hear all evidence submitted at investigation.

If the Conductor is not satisfied with decision he will have the right of appeal to the next higher officer, continuing such appeal, if desired

If the Conductor is not satisfied with decision he will have the right of appeal to the next higher officer, continuing such appeal, if desired

If found blameless he will be immediately reinstated and will be paid mileage of his assignment for time lost with a minimum of one day or one hundred miles for each calendar day.

(b) Conductors, who are ordered to deadhead to attend investigations as witnesses on their layover days, if deadheading on their own division, will be paid under the provisions of section (b) Rule 65, Article II; if deadheaded on other than their home division, Conductors will be paid a minimum day for each calendar day while deadheading.

EXAMPLES:

1. Conductor at Northtown is ordered to deadhead to Staples to attend investigation as witness on his layover day. For deadheading on his own division, Conductor is entitled to actual mileage, but not less than a minimum day's pay.

2. Under similar conditions, ordered to deadhead from Northtown to Dilworth. For deadheading on his own division, entitled to actual mileage Northtown to Staples, but not less than a minimum day's pay, and not less than a minimum day for each calendar day for deadheading Staples to Dilworth over foreign division.

3. Under similar conditions, ordered to deadhead from Little Falls

to Wadena: For deadheading on his own division from Little Falls to Staples, the actual mileage being less than 100, is entitled to a minimum day's pay and a minimum day's pay for deadheading on foreign division from Staples to Wadena.

Note: Passenger Conductors assigned to runs operating jointly over two divisions will be considered as deadheading on their own division within the limits of the territory covered by the joint runs, in calculating allowances for deadheading under this rule.

Service
Letters.

Rule 117. When service letters are filed with applications of Conductors they will be returned within thirty days after entering the service. When leaving the service they will be given a letter stating time of service and capacity, such letter to be given within a reasonable time from the receipt of application, and to be signed and stamped by Division Superintendent.

Grievances.

Rule 118. (a) Any Conductor having a grievance shall present the same to his Superintendent within sixty days after the occurrence, and should he be not satisfied with decision of Superintendent and desire to appeal, he may, within sixty days thereafter, notify the Superintendent in writing that he desires to appeal the case, and the Superintendent will thereon submit all papers in the case, together with any statement the man desires to make, to the General Superintendent.

(b) No grievance will be considered unless presented in accordance with the above.

Reinstatement and
Leave of
Absence.

Rule 119. (a) Conductors who are discharged and are returned to duty or re-employed within one year will hold former rank. If re-employed after one year they will rank as new men. A Conductor who voluntarily leaves the service of the Railroad and is re-employed will rank as a new man.

(b) Except in case of sickness or disability, leave of absence exceeding six months will not be granted, except after a Conductor has been on Conductors seniority list five years or more he may be granted one year's leave of absence.

Note 1: This will not permit a Conductor to take employment as Conductor with another Railroad.

Note 2: Under the application of paragraph (b) time exceeding one year may be granted at the option of the Management without requiring Conductor to make a trip in order to hold his seniority.

Transportation of
Household
Goods.

Rule 120. When Conductors are obliged to transfer from one point to another on account of change of division or on account of changing runs, free transportation will be furnished for their household goods.

Tie-Up
Between
Terminals.

Rule 121. No train will tie up between terminals, except by permission of Superintendent.

Bond
Premiums.

Rule 122. Conductors will not be required to pay the premiums on bonds. With the exception of the payment of premiums on bonds, the agreement of May, 1908, between the Railroad and its Conductors, is reaffirmed.

Transcript
of Investiga-
tions.

Rule 123. When a stenographic transcript of the evidence is taken at an investigation copy will be furnished the representative of the accused, if requested.

Issuing
Rulings.

Rule 124. General Manager will furnish the General Chairman of the Conductors' Committee with copies of all rulings on the schedule for Conductors.

Electric
or Motor
Service.

Rule 125. Where stem power is supplanted by electric or motor service, the rules and rates contained herein will apply.

Fruit,
Berry,
Fish, etc.
Specials.

Rule 126. The handling of silk, berry, fish, fruit, etc., special trains run on passenger train time, either as a section of a passenger train or as a special passenger train, but not handling passengers, will be governed by the following:

On divisions where extra passenger crews are being maintained to do extra passenger work, such crews will be used, and under rules applying to passenger service.

Except as above, freight crews will be used, under rules applying to freight service, and at through freight rates.

Extra passenger crews will not be made up for the purpose of handling individual trains of this class, and regular passenger crews will not be taken from their regular assignment to handle above mentioned specials, and an extra passenger crew be built up to take the regular assignment.

Examples:

A. The Division has more or less extra passenger work to do, and makes up an extra crew to

it, the members of the crew being withdrawn from freight service during the time they are assigned to do this extra passenger work.

Under this rule it is proper to use this extra passenger crew to handle these as well as all other special or additional passenger trains.

B. The Division, to handle such additional passenger service as arises, uses the oldest available freight conductor for each case as it arises. If there are extra passenger brakemen available, they are used; if not, freight men are used temporarily, the members of the crew returning to freight service as soon as the particular service for which they were made up has been performed.

Under this rule it will be improper to make up a crew as outlined above to handle berry, etc., specials.

C. The volume of this business is such as to justify the expectation that it will be necessary to run these trains at least four days per week for two weeks, and it is arranged to run these specials regularly in one direction, utilizing the crew in passenger business in opposite direction.

Under these conditions it is proper to organize passenger crews under schedule rules, and use them to perform this service under rules pertaining to passenger service, but such crew is not to be utilized to handle freight business so long as so organized.

Mott Line,
Mandan
North Line
Agreement.

Rule 127. Memorandum of Agreement Between the Northern Pacific Railroad and the General Committee of Adjustment for the Order of Railway Conductors, Relative to the

Manning and Operation of the Two Branch Lines Running Out of Mandan, One Known as the "Mott Line" and the Other as the "Mandan North Line."

(a) The Mott Line and the Mandan North Line will be considered Yellowstone Division territory. Yellowstone Division Conductors will be assigned to the Mott Line and the Mandan North Line to do all regular work, with the exception that one Dakota Division Conductor will remain employed on each of the aforesaid branches, and will have choice of runs on those branch lines over all Yellowstone Division Conductors, the Dakota Division to have full control of the men while on these branches; for all extra service (handling extra trains, ditching trains, weed burners and work trains) Dakota Division Conductors will be assigned. In the event of the Mandan North Line being extended west of Killdeer, requiring work train service, Yellowstone Division Conductors may be assigned to such work.

(b) In the event of one or both of these branch lines being extended westward and connected with the main line, the Dakota Division Conductor assigned to service on that particular branch line will no longer hold this arbitrary right to runs over Yellowstone Division Conductors, but will be required to transfer and assume his seniority rights in accordance with the schedule in effect.

(c) In the event of a new division being formed, or a division change of any description affecting the branches included in this agreement, the schedule rules and regulations in effect will govern.

(d) No rule or rules in the Conductors' schedule will operate to nullify, abrogate or obstruct the strict application of this agreement.

Fractions,
Figuring of.

Rule 128. In determining the hourly rate, fractions of a cent will be disposed of by applying next higher quarter of a cent.

Hours of
Service Law
Agreement.

Rule 129. The following rules agreed to at Chicago, effective April 1st, 1908:

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

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

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

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

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

(e) Road crews tied up under the law will be paid the time or mileage of their schedule from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid from the tie-up point to the terminal, on the following basis: for fifty (50) miles or less or four (4) hours or less, one half day; for more than fifty (50) miles or more than four (4) hours actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this paragraph does not permit crews to be run through terminals.

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

Promotion
and
Demotion of
Conductors

Rule 130. Article II, of the Cleveland Compact, reading as follows, is adopted and is made a part of this Schedule:

Hired or
Promoted.

On roads where schedules provide for the hiring of Conductors, either from the ranks of brakemen on those lines or elsewhere, the rights of such hired Conductors as Conductors shall date from the time of commencing first service as such, or in relation to promoted Conductors on the line, as provided for in the respective schedules. If such hired Conductors are taken from the ranks of brakemen on the line, their rights as brakemen shall date from the time they entered the service as brakemen. If hired from outside the ranks of train service em-

ployees on the line, their rights as brakemen shall accrue from the same date they hold rights as Conductors, but such brakemen's rights can only be used in reduction of force when they are not entitled to a position as Conductor, either regular or extra.

Conductors may not voluntarily relinquish their rights as Conductors and assert seniority as brakemen, without losing their rights as Conductors thereby.

Note: For every permanent position as Conductor on each seniority district, one Conductor will be withdrawn from the service as brakeman, and for each additional permanent position created one additional Conductor will be withdrawn from the service as a brakeman in accordance with his seniority as Conductor.

No extra list of Conductors will be maintained, except as provided in Rule 98, Article II. On seniority districts where an extra board of Conductors is not maintained under the provisions of Rule 98, Article II, in filling temporary vacancies as Conductor, former practices and schedule rules will govern and the senior extra Conductor available will be called and must respond.

Rulings.

Rule 131. The foregoing will be observed according to its terms, and in case of disagreement as to the meaning of any rule, a decision will be rendered by Division Superintendent, subject to the approval of the General Superintendent or General Manager.

Meeting
General
Officers.

Rule 132. If a meeting with the general officers is desired, a written notice stating subjects to be considered must be forwarded to the General Manager fifteen days before date

at which conference is desired, and date and time will be fixed as soon as practicable.

Rule 133. The rules herein contained supersede all rules and rulings heretofore in effect, except rulings issued subsequent to November 1, 1920, applying to provisions of Schedule of January 1, 1923, which have not been changed by this schedule.

This agreement shall continue in effect until December 31, 1925, and thereafter no departure will be made from the provisions of this agreement without thirty days' notice in writing.

For Northern Pacific Railway Company,

C. L. NICHOLS
General Manager,
Lines East of
Paradise, Mont.

A. V. BROWN
Acting General Manager,
Lines West of
Paradise, Mont.

Approved: J. M. Rapelje
Vice President

For the Conductors' Committee.

FRANK SHELVER,

General Chairman, O.R.C.

July 17, 1917.

Memorandum of Agreement Between Officers of the Railway Company and Representatives of the Brotherhood of Railroad Trainmen and Order of Railway Conductors, Northern Pacific System, Relative to Extension Helper Limits Between Badger and Kiona, Pasco Division.

"We agree to the extension of helper districts from Badger to Kiona or Gibbon, and two engines may be used between Gibbon and Badger. On such trains twenty-eight (28) constructive miles will be allowed and paid for in addition to all other allowances for the trip. On all other trains the existing rates and conditions will govern.

It is not the intent of this agreement to run turnarounds into Badger for the purpose of filling out eastbound trains at Badger.

A Conductor will be assigned and run with each helper engine. Two Conductors will be assigned to this service.

Pasco will be the home terminal and Conductors will not be tied up at intermediate points. If tied up under the hours of service law at intermediate point, the pay will be made on continuous time basis.

Rating of engines and tonnage of trains to be as at present train haul over the subdivision and no more cars will be taken over the subdivision than is handled on train in helper territory:

For Class "W" or heavier engine, eighty (80) cars.

For Class "S-4, Q" or lighter engine, sixty (60) cars.

If the train is to be reduced at Prosser or other points enroute, the cars to be reduced will be assembled in train as at present (at head end of train) and should the crew on the train to be helped be required to do switching to reduce the train, the crew will be paid for all time held for this work as an arbitrary and non-incidental allowance.

This agreement can be cancelled at any time it is not agreeable to all parties to the agreement.

Note--The practice of allowing crews twenty-eight (28) constructive miles when required to set out through loads on account of no helper available, will be continued in effect during the life of this agreement."

Effective June 1, 1924.

Memorandum of Agreement between officers of the Railway Company and Representatives of the Order of Railway Conductors, Northern Pacific System, covering assignment of pilot conductor in helper service between Koldok and Berea.

1st--Valley City will be the terminal for pilot conductors assigned to pilot service in the territory between Koldok and Berea as defined in Rule 58, Article II.

2nd--Under the provisions of Rule 55, Article II of Conductors' Schedule pilot conductors in this assignment will be on continuous time until their return to home terminal at Valley City except when tied up under the provisions of the Hours of Service Law.

3rd--Pilot conductors in these assignments will be permitted to go to Valley City to eat at such times as will not interfere with their work.

4th--This agreement will remain in effect during the life of the Conductors' Schedule of June 1, 1924.

JULY 8, 1921.

Memorandum of Agreement between the Officers of the Railway Company and Representatives of the Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen, Northern Pacific Railway.

It is agreed as follows:

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

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

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

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

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

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

INTERPRETATION OF MARCH 30, 1921

CONCERNING RULE 119, Article III of the Conductors' Schedule, and Rule 90, Article III of the Train and Yardmen's Schedule.

A conductor is granted leave of absence at a time when he is demoted and working as brakeman. Rule 119, Article III of the Conductors' Schedule, and Rule 90, Article III of the Train and Yardmen's Schedule, covering leave of absence, do not correspond, and the question arises whether this conductor, by virtue of his having a date as conductor, should be governed by the rule in the Conductors' Schedule or whether the rule in the Train and Yardmen's Schedule should govern, as he is working as brakeman at the time leave of absence is granted.

Rule 119, Article III of the Conductors' Schedule will govern providing men are holding positions as conductor at the time leave of absence is granted.

Rule 90, Article III of the Train and Yardmen's Schedule will govern if they are holding positions as brakemen at the time leave of absence is granted, regardless of whether or not they may have acquired a conductor's date.

INTERPRETATION OF APRIL 26, 1921

Concerning Paragraph (b), Rule 65, Article II.

A question has arisen concerning the proper compensation to conductors for deadheading to intermediate points between established chain gang terminals to enter work train service.

Paragraph (b) Rule 65, Article II of the Conductor's Schedule reads as follows:

"Conductors, when deadheading on their own division, will be paid full time or mileage at their regular rates in their regular assignments.

Rates of pay of men having no regular assignment, for deadheading on their own division, will be that of the service which they are entering, to apply to trip from and returning to headquarters."

It has been agreed the following will govern:

1. A crew is deadheaded to an intermediate point and enters regular assigned work train service without being released after the deadhead trip. This crew is entitled to continuous time until released from duty.

2. A conductor deadheading to an intermediate point between chain gang terminals to relieve a man laying off in work train service, unless specifically notified that he is released after completing the deadhead trip, is entitled to actual mileage or hours, whichever is the greater, for deadheading, computed separately from the allowance in work train service.

A conductor entering work train service after having been deadheaded will be allowed a minimum of 100 miles in the service for which deadheaded, computed from the time of arrival until released from duty.

3. If notified and released after completing the deadhead trip a minimum of 100 miles will be allowed for the deadhead service. In the event other service is required the time or mileage in the other service will be computed from the time required to come on duty for such service, with a minimum allowance of 100 miles for the service performed.

4. A conductor, after relieving a man who has been laying off and is deadheaded after completing day in work train service, is entitled to a minimum of 100 miles for the deadhead trip.

5. It is understood the above applies only in work train service where the tie-up point is between chain gang terminals and does not in any manner change the present method of compensating conductors for deadheading to enter other train service.

Memorandum of Agreement of June 1, 1924, between the Northern Pacific Railway Company and the Order of Railway Conductors and The Brotherhood of Railroad Trainmen, relative to payment of overtime in short turnaround service operated under the 8-within-10 hour rule.

IT IS AGREED that where the time off duty is 3 hours or more at the home terminal within a spread of 16 hours, and provided the time off duty can be deducted under the application of the 8-within-10 hour rule, the overtime accruing after 12 hours will be divided on a 50% basis until 50% of the release time in excess of 2 hours off duty has been absorbed.

Examples:

- (a) Total spread of time 7:00 A. M. to 8:00 P. M.--13 hours.
Released from duty at home terminal from 11:00 A. M. to 2 P. M.--3 hours.
Overtime Allowance--2 hours from 5:00 P. M. to 7:00 P. M. and 30 minutes from 7:00 P. M. to 8:00 P. M.
- (b) Total spread of time 7:00 A. M. to 10:00 P. M.--15 hours.
Released from duty at home terminal from 11:00 A. M. to 3:00 P. M.--4 hours.
Overtime Allowance--2 hours from 5:00 P. M. to 7:00 P. M., 1 hour from 7:00 P. M. to 9:00 P. M. and 1 hour from 9:00 P. M. to 10:00 P. M.
- (c) Total spread of time 7:00 A. M. to 8:00 P. M.--13 hours.
Released from duty at home terminal from 10:00 A. M. to 11:30 A. M. and from 3:00 P. M. to 4:30 P. M., total release time 3 hours.
Overtime Allowance--2 hours from 5:00 P. M. to 7:00 P. M. and 30 minutes 7:00 P. M. to 8:00 P. M.

The following is a copy of the Cleveland Compact in its entirety, which is written in as a matter of information and not as a part of this Schedule, with the exception of Article II, which has been incorporated as a rule in this Schedule:

CLEVELAND COMPACT
Between the
ORDER OF RAILWAY CONDUCTORS
and
BROTHERHOOD OF RAILROAD TRAINMEN
As Agreed to at
Cleveland, Ohio, August 22nd, 1919

"For a long series of years the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, working jointly have been able to secure for the membership of both organizations, advantages that could not have been generally secured by either organization working alone, and in periods of stress, they have been able, by joint effort, to retain benefits which it might have been possible to deprive them of except for that community of interest.

Realizing in full the injury that might accrue to the membership of both organizations from a separation, which, accompanied by the assertion of common jurisdiction in many directions, would necessarily degenerate into strife between the two organizations, in which the energies which should be expended in the common defense would be wasted in strife one with the other, and further realizing the fact that for a series of years no betterment could be secured for the membership of either because the alignment naturally growing out of such strife might be that one organization would be constantly arrayed against the other organization, and allied with the employing corporation.

Animated only by a desire to avert a condition where these organizations might find themselves arrayed against each other on the following questions which have been matters of more or less jurisdictional conflict in the past, the undersigned, on behalf of our respective organizations,

hereby enter into the following agreement to govern the joint co-operative efforts of our respective organizations in relation to each other for the future:

ARTICLE 1.

The right to make and interpret contracts, rules, rates and working agreements for road Conductors, Assistant Conductors (ticket collectors), regular or extra while acting as such, shall be vested in the regularly constituted committee of the Order of Railway Conductors.

The right to make and interpret contracts, rules, rates and working agreements for:

IN ROAD SERVICE--Ticket collectors (where positions are held by men who have not qualified as a Conductor of a train on a surface railway where steam and electricity are intermingled, or where steam or electricity is the motive power), train baggagemen (or persons performing the duties of train baggagemen on the train, if such service is classified under any other name), brakemen and train flagmen;

IN YARD SERVICE--Yardmasters (except general yardmaster, yard foremen (Conductors), yard helpers (brakemen), flagmen, switchmen, ground switchmen (switch tenders), or persons performing the duties of such positions and paid the compensation therefor, if occupation is given under any other name, shall be vested in the regularly constituted committees of the Brotherhood of Railroad Trainmen.

On roads where but one of these organizations has representation and maintains a regularly constituted committee, such organization shall have the right to negotiate schedules for the men in the classes of train service above specified.

ARTICLE 2.

Promotion and Demotion of Conductors

Hired or Promoted.

On roads where schedules provide for the hiring of conductors, either from the ranks of brakemen on those lines or elsewhere, the rights of

such hired Conductors as Conductors shall date from the time of commencing first service as such, or in relation to promoted Conductors on the line, as provided for in the respective schedules. If such hired Conductors are taken from the ranks of brakemen on the line, their rights as brakemen shall date from the time they entered the service as brakemen. If hired from outside the ranks of train service employees on the line, their rights as brakemen shall accrue from the same date they hold rights as Conductors, but such brakemen's rights can only be used in reduction of force when they are not entitled to a position as Conductor, either regular or extra.

Conductors may not voluntarily relinquish their rights as Conductors and assert seniority as brakemen, without losing their rights as Conductors thereby.

ARTICLE 3.

Work Trains.

Except on lines where road and yard rights are interchangeable, roadmen shall have the right to man work trains that are operated partly within switching or yard limits and partly on the road adjacent to such yard or switching limits, excepting that where two or more crews are employed in work train service operating partly on the road and partly in a yard within the same seniority district, General Committees shall insist on a division of such service as between road and yardmen, if it is consistent and possible to so divide the work as to leave a yard crew or crews within yard limits performing a proper proportion of the work.

Except on lines where yard and road rights are interchangeable, yardmen shall have the right to man all work train service operating exclusively within the recognized confines of yard or switching limits.

ARTICLE 4.

Extension of Yard Limits.

In the extension of yard limits either by the building of industrial establishments or the crea-

tion of additional terminal facilities, the rights of roadmen thereon will be conserved and not disturbed, and yardmen will not be permitted to encroach upon legitimate former territory of roadmen without safeguarding the former territorial rights of such roadmen, until after both interests have had the opportunity to be heard thereon.

ARTICLE 5.

Grievances.

Personal grievances of members of either organization will be handled in accordance with the laws governing the organization to which they belong by the committee representing their own organization, under the agreement governing the class of service in which the member is engaged, or by the joint committees representing the two organizations. In no case will an interpretation of any clause in a joint agreement that applies to both classes be requested or accepted by the committee representing only one organization.

ARTICLE 6.

Expulsions and Admissions.

When a member of either of these organizations has been expelled for any cause, except non-payment of dues and assessments, the Lodge or Division shall notify, in writing, the local associate Lodge or Division of the other organization of such expulsion, together with a statement of the cause.

A member or an ex-member of either of these organizations shall not be admitted to the membership of the other until he is free from indebtedness on the books of the organization to which he originally belonged.

ARTICLE 7.

Dues and Assessments.

Members of both organizations in actual service shall be required to pay all dues and assessments required of members of each organization.

ARTICLE 8.

Paying Strike Benefits.

In case of a strike involving both organizations, men shall receive benefits from the organization having jurisdiction over the class of service in which they are engaged - road Conductors, Assistant Conductors (ticket collectors), from the Order of Railway Conductors, and other classes represented by the Brotherhood of Railroad Trainmen, from that organization, but no men shall receive strike benefits from both organizations.

ARTICLE 9.

Joint Contracts.

With due regard for this agreement and on any line where committees so desire, they are at perfect liberty to enter into or continue joint schedule agreements, or either committee is at liberty to negotiate separate schedule agreement for the organization it represents.

ARTICLE 10.

Manning Revenue Passenger Trains.

Road Conductors shall be entitled to man all revenue passenger trains, even though such trains are operated partially or entirely within yard limits.

ARTICLE 11.

Percentage in Yards.

Members of the Order of Railway Conductors employed in yard service are expected to support the contracts held by the Brotherhood of Railroad Trainmen and to act with that organization in time of trouble, and they will be protected by the Brotherhood of Railroad Trainmen so long as they support the Brotherhood's contract.

Members of the Order of Railway Conductors will not be discriminated against in employment or removed from yard service to enable the Brotherhood of Railroad Trainmen to obtain its agreed percentage.

ARTICLE 12.

Disputes Between Committees.

In case of dispute between the two organizations, which the joint committees or the officers placed in charge cannot adjust, the matter shall be referred to the two chief executives with a statement of facts upon which each side base their contentions. The two chief executives shall consider, and, if possible, shall decide the matter in controversy, and their decision shall be final. In case the chief executives fail to agree, then the matter shall be submitted to arbitration and the decision of the arbitrators shall be final. When a decision has been reached as above provided, both organizations shall unite in enforcing such decision.

The above agreement shall govern from August 22nd, 1919, the conduct of these organizations in relation to each other on the questions dealt with. Pending disputes between committees of these organizations that are now properly before the respective chief executives shall be considered on the basis herein described. Except as specifically provided, this agreement does not change or reclassify existing service conditions not now properly under appeal.

Agreed to--

For the Brotherhood of Railroad Trainmen:

W. G. LEE,
President

JAMES MURDOCK,
Vice President.
A. F. WHITNEY,
Vice President

For the Order of Railway Conductors:

L. E. SHEPPARD,
President
S. N. BERRY,
Senior Vice President.
A. B. GARRETSON,
Advisory Counselor."

INTERPRETATION NO. 1 TO CLEVELAND COMPACT.

"Questions and Answers Agreed to at Cleveland,
Ohio, October 3rd, 1919, Between Presi-
dents Sheppard and Lee.

ARTICLE 1.

Q. (a) Which committee will handle the extra board for brakemen, flagmen and baggagemen?

A. The B. of R. T. committee.

Q. (b) Which committee will handle the extra Conductors' board?

A. The O. R. C. committee.

Each committee will treat a member of the other organization with the same consideration it would give its own. A member of either organization believing he has been unjustly discriminated against by the decision of either committee may appeal in a joint statement to the chief executives of both the O. R. C. and B. of R. T., who will undertake to investigate and decide.

ARTICLE 2.

Q. (a) When must Conductors who are now holding positions as brakemen, flagmen and baggagemen make a decision as to taking positions as Conductor?

A. On or before December 15th, and the decision must be made in writing, in duplicate, and filed with both the O. R. C. and B. of R. T. general chairmen for the line on or before that time.

Q. (a) How shall Conductors now filling minor positions, but entitled, according to their roster standing to regular positions as Conductors, accept such positions?

A. They shall bid on all runs bulletined, new runs established, or rearrangement of runs, as well as permanent vacancies, to which their

roster standing entitles them, and if they fail to do so, or have not filed a declaration of intent to take their place as Conductor, the general chairman for the organization to which they belong shall immediately call upon the member to show cause why his seniority as Conductor shall not be forfeited.

Q. (c) Is it the intent of Article 2 to require extra Conductors to accept a temporary vacancy, not bulletined, at an away-from-home terminal where an additional extra list is maintained?

A. It is not intended that extra Conductors be deadheaded or required to go to distant terminals where extra boards or extra men are maintained to cover extra work. Present schedule rules or practices will govern such extra service, but Conductors must, according to seniority, take permanent runs or positions.

In extraordinary or unusual cases, exceptions to this interpretation may be made by consent of the joint general committee for the road."

"Cedar Rapids, Iowa, June 1, 1920.

S. N. Berry, Senior Vice President,
E. P. Curtis,
W. M. Clark,
T. A. Gregg,
W. C. Turner,
M. C. Carey,
J. A. Phillips,
J. M. Larisey,
J. T. Hughes,

Vice Presidents.

Dear Sirs and Brothers:

The General Chairmen for the Milwaukee - Puget Sound Lines addressed certain questions to President Lee and myself regarding the application of the Cleveland Compact, and for your information I quote herein copies of those questions and answers thereto as agreed to by Vice President Whitney representing President Lee and myself:

"Question (b). How shall Conductors now filling minor positions, but entitled, according to

their roster standing to regular position as Conductors, accept such positions?"

"Answer. It was expected that all men holding seniority as Conductors would specify in writing, for the information of the Local and General Chairmen and the officers of the company, whether or not they desired to hold their minor positions as brakemen, baggage masters or flagmen, indefinitely and sacrifice their Conductors' rights, or whether they would bid on new runs and permanent vacancies as they occurred and take such places as opportunity offered, it was not intended to arbitrarily displace anyone."

"Question. Does the phrase 'minor positions' refer to positions as brakemen and baggage master, or does it refer to minor positions as legislated for by the Conductors' organization?"

"Answer. The minor positions referred to are those legislated for by the Brotherhood of Railroad Trainmen, except places where assistant conductors or ticket collectors are in the B. R. T. schedule. Such men are not entitled to promotion to positions of Conductor, and while the Order will fix their rates of pay and working conditions, their seniority and assignment to service is handled by the Trainmen."

"Question (c). Four extra Conductors, known as 'A,' 'B,' 'C' and 'D', are ranked accordingly in seniority and do extra work as Conductors on an extra board and a regular car is put on another, or on the same district, but working out of another terminal. Who should take that regular position, 'A,' the senior man, or can he pass it up, exercising his preference to extra work and thus force the junior Conductor, 'D,' from the extra board to take the job, which, as explained, is a regular one?"

"Answer. Inasmuch as it is understood that these four Conductors perform no other service except Conductors, and are not in the brakemen's way, the Conductors' Committee will determine whether 'A' shall take the regular position."

"An extra board to which men are assigned and from which men perform no other service except that of Conductor, is a regular job within the meaning of the Cleveland Compact."

"Question. Our seniority rules have permitted selection of jobs either regular or extra by Conductors. Is it the intention of the Compact that this be set aside and that the senior man be now, in his turn, forced to take regular jobs, although his preference would be to work extra as a Conductor?"

"Answer. Promoted men must take a position as Conductor, either on a regular job or on an extra board, where he does nothing but work as a Conductor, in which event he would not be in a brakeman's way."

"Regarding the part the company should play in this matter and the necessity of having the Cleveland Compact incorporated in the schedule, it is not absolutely necessary, nor can we force the railroad companies to place the terms of the Cleveland Compact in schedules, because it is an agreement between the two organizations rather than the railroad company and the organizations. Inasmuch as the Cleveland Compact is based on equity, it is presumed that the railroad companies will not object if the two organizations are agreed and both organizations desire the Cleveland Compact incorporated in the schedule. Regardless of whether the company will put the Cleveland Compact in the schedule or not, both organizations are bound to support its terms."

(Signed.)

Yours truly in P. F.,
L. E. SHEPPARD,
President.

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TABLE SHOWING TIME AFTER WHICH
OVERTIME ACCRUES ON RUNS 100
MILES TO 199 MILES IN LENGTH,
ON SPEED BASIS OF 12-1/2 MILES PER HOUR

Distance	Overtime	Distance	Overtime	Distance	Overtime	Distance	Overtime
Miles	Accrues	Miles	Accrues	Miles	Accrues	Miles	Accrues
	After Hrs.		After Hrs.		After Hrs.		After Hrs.
100	8:00	125	10:00	150	12:00	175	14:00
101	8:05	126	10:05	151	12:05	176	14:05
102	8:10	127	10:10	152	12:10	177	14:10
103	8:14	128	10:14	153	12:14	178	14:14
104	8:19	129	10:19	154	12:19	179	14:19
105	8:24	130	10:24	155	12:24	180	14:24
106	8:29	131	10:29	156	12:29	181	14:29
107	8:34	132	10:34	157	12:34	182	14:34
108	8:38	133	10:38	158	12:38	183	14:38
109	8:43	134	10:43	159	12:43	183	14:43
110	8:48	135	10:48	160	12:48	183	14:48
111	8:53	136	10:53	161	12:53	186	14:53
112	8:58	137	10:58	162	12:58	187	14:58
113	9:02	138	11:02	163	13:02	188	15:02
114	9:07	139	11:07	164	13:07	189	15:07
115	9:12	140	11:12	165	13:12	190	15:12
116	9:17	141	11:17	166	13:17	191	15:17
117	9:22	142	11:22	167	13:22	192	15:22
118	9:26	143	11:26	168	13:26	193	15:26
119	9:31	144	11:31	169	13:31	194	15:31
120	9:36	145	11:36	170	13:36	195	15:36
121	9:41	146	11:41	171	13:41	196	15:41
122	9:46	147	11:46	172	13:46	197	15:46
123	9:50	148	11:50	173	13:50	198	15:50
124	9:55	149	11:55	174	13:55	199	15:55
