

ARTICLE I. PASSENGER SERVICE
RULE 1
(NOT REPRODUCED)

RATES OF PAY

Rule 2. Rates for trainmen on trains propelled by steam or other motive power: Flagmen and Brakemen per mile, \$0.08807; per day, \$13.235; per month, \$397.00

BASIC DAY

Rule 3. One hundred and fifty (150) miles or less (straight-away or turn-around) 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 rates exceed the daily minimum.

ADVANCED REPORTING TIME

Rule 4. Trainmen 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 rule. Payment under this provision will extend by the actual time so paid for, the sixty (60) minute period after which initial terminal delay payment begins under Rule 4-1.

INITIAL TERMINAL DELAY-PASSENGER
(Adopted from Article 4,
Agreements of May 25, 1951)

Rule 4-1. (a) Initial terminal delay shall be paid on a minute basis to Trainmen in passenger service for all time in excess of sixty (60) minutes computed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the sixty (60) minute period after which initial terminal delay payment begins.

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

5

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

FINAL TERMINAL DELAY-PASSENGER

Rule 4-2. (a) In passenger service (except as provided for in paragraph (b) of this rule) all time, in excess of 15 minutes, computed from the time train stops at the final terminal passenger station until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped behind another train standing at or

waiting to reach the final terminal passenger station, or be held out of that station for any other reason after entering final terminal, final terminal delay, in excess of 15 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note: The phrase "waiting to reach the final terminal passenger station, or be held out of that station refers only to trains which are ready to enter the final terminal passenger, station but are prevented from doing so.

(b) If the passenger train terminates at a point other than a final terminal passenger station, all time, in excess of 15 minutes, computed from the time train stops at such point until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped behind another train standing at or waiting to reach such point, or be held out of or away from that point for any other reason after entering final terminal, final terminal delay, in excess of 15 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note: The phrase "waiting to reach such point, or be held out of or away from that point refers only to trains which are ready to enter such point other than the final terminal passenger station, but are prevented from so doing.

(c) Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend by three (3) minutes the fifteen minute period after which final terminal delay payment begins.

(d) All final terminal delay, computed as provided for in this rule, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate, according to class of service, in addition to full

6

mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this rule.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

(e) When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

OVERTIME

Rule. 5. (a) Trainmen on short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within nine (9) consecutive hours; and also for all time in excess of nine (9) consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule the management may designate the initial trip.

This rule - paragraph (a) - became effective January 1, 1948 as per agreement dated November 21, 1947 which further provided "that existing rules or practices for the splitting of overtime shall be eliminated."

Note: Time consumed in incidental or additional service and paid for separately should not be included in calculating time under the 8 within 9 hour rule.

(b) Trainmen 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

7

not less than one-eighth of the daily rate herein provided.

Under this rule the rate for overtime will be \$1.655 per hour.

TACOMA DIVISION VAUDEVILLE PASSENGER SERVICE

Rule 6. (a) Each crew will be given a home terminal at either Seattle or Tacoma.

(b) Crews 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-nine" hour rule. If used in other service crews will be paid a minimum day for the work in addition to regular assignment for each time so used.

EXAMPLE:

1. Crew in "Vaudeville" 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.
Release from 10:25 A.M. until.....11:25 A.M.
Leave Seattle.....11:40 A.M.
Arrive East Auburn.....12:35 P.M.
Leave East Auburn.....1:30 P.M.
Arrive Seattle and ties up.....2:25 P.M.
Actual miles run, 125.6.

Allowance: Spread of time 8'15" and deducting 1 hour release at Seattle, no overtime accrues. 121.2 miles equivalent to minimum day's pay, actual miles run 125.6. Crew entitled to minimum day's pay plus 4.4 excess miles.

8

2. Crew in "Vaudeville" 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, crew is used on trains other than those enumerated above, but covers the number of trips and the same territory 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.
Release 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 1 hour release at Tacoma, 5 hours overtime accrues after 9 consecutive hours. Crew entitled to one minimum day's pay plus 5 hours overtime.

3. Crew in "Vaudeville" 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 crew 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.....12:55 P.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".

Allowance: For regular assignment Seattle to East Auburn and return, minimum passenger day plus 2'30" overtime. (Overtime arrived at by deducting 1 hour for release at East Auburn under "8 within 9" 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, crew entitled to a minimum passenger day in addition to pay for regular assignment.

Note: Same principle as outlined in these examples applies to crews in "Vaudeville" service having home terminal at Tacoma.

EARNINGS GUARANTEE

Rule 7. When the monthly earnings of regularly assigned passenger trainmen 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	
Flagmen and Brakemen.....	\$13.51

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 minima for each day service is performed.

METHOD OF APPLYING DAILY AND MONTHLY GUARANTEES

(1) (a) Trainman on thirty day assignment; paid daily minimum (\$13.235), plus eight minutes overtime daily, or a total of four hours, at \$1.655, equals \$6.62, total \$403.67. As average daily earning for the days on which service is performed is less than \$13.51 will receive $30 \times \$13.51$ equals \$405.30.

(b) Trainman in example No. 1 (a) lays off five days. He receives 25 days at \$13.51 - \$337.75; extra man 5 x \$13.51 - \$67.55.

(c) Trainman on 30 day assignment, making 140 miles daily, is subject to the monthly guarantee of \$397.00; makes 10 minutes overtime daily,

10

amounting to \$8.27; 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 \$13.51 per day, viz., \$405.30. If such additional payments produce compensation in excess of \$405.30, daily earning guarantee not involved.

(d) Trainman on thirty day assignment paying daily minimum (\$13.235) which equals \$397.05; average daily earning guarantee $30 \times \$13.51$ equals \$405.30. Regular man lays off 10 days during month and receives $20 \times \$13.235$ - \$264.70; extra man working 10 days in regular man's place earns \$142.00 (including overtime). Regular man receives \$264.70; extra man receives \$142.00; total \$406.70.

As this is more than average of \$13.51 for days of assignment guarantee not involved.

(2) (a) Trainman on 26 day assignment; makes no overtime and performs no extra service; therefore, is subject to the monthly guarantee of \$397.00. $1/26$ of \$397.00 equals \$15.27 per day. Daily earning guarantee not involved.

(b) Trainman in example 2 (a) lays off one day; daily earning guarantee not involved; therefore, regular trainman receives 25/26 of \$397.00 - extra man working in his place 1/26 of \$397.00.

(c) Trainman on 26 day assignment makes no overtime; is required to perform extra service on lay-over day for which schedule requires payment of \$13.235 which added to monthly guarantee of \$397.00 equals \$410.23; \$410.23 divided by 27 days equals \$15.19. Daily guarantee not involved.

(3) Trainman on 28 day assignment, subject to the monthly guarantee of \$397.00, earns 10 hours overtime at \$1.695, which equals \$16.95; total \$413.95. 28 days x \$13.51 equals \$378.28. Daily earning guarantee not involved.

(4) Trainman on 28 day assignment which is subject to the monthly guarantee of \$397.00, lays off for one day; receives 27/28 of \$397.00 or \$382.82; the extra man 1/28 or \$14.18. 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.

11

(a) will be paid 2 days at \$13.235, equals \$26.47.

(b) will be paid 200 miles at \$0.08807 per mile, equals \$17.61.

(c) will be paid daily earning guarantee - \$13.51.

(d) will be paid daily minimum - \$13.235, plus 4 hours overtime at \$1.695, equals \$20.01.

Note: All adjustments account application of average daily earning guarantees to be made on second period pay rolls each month and shown as a separate item.

Monthly guarantee to be applied in same manner as heretofore.

SPECIAL PASSENGER SERVICE RATE

Rule 8. 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 trainmen, \$0.08807 per mile, with a minimum of \$13.235 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.

ASSIGNMENT NOT DISCOUNTED

Rule 9. (a) The time of assigned trainmen will not be discounted for days not used.

WORKED OR HELD ON THEIR LAY-OVER DAY

(b) Regular assigned trainmen will not be used on their layover day if other trainmen are available. If trainmen are

to be used they will be notified and if so notified and are not used, will be paid a full day's pay at their regular rates. If used, they will be paid the rate applicable to class of service rendered, but not less than the rates of their regular assignment. If trainmen are not notified they are to be used they will not be considered absent from duty if needed and are not on hand.

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

12

USED ON OTHER RUNS

(c) Assigned trainmen will not be used on runs other than those to which regularly assigned to make up monthly guarantee.

USED OUTSIDE THEIR ASSIGNMENTS

(d) Assigned trainmen used outside their regular assignments will be paid for such service in addition to regular pay at regular rate for service rendered, with a minimum of one day.

RELIEVING REGULAR MEN -- ALLOWANCE

(e) A trainman relieving a regular assigned passenger man will be, paid not less than the regular man would have received.

COMBINED ASSIGNMENT MAIN AND BRANCH LINE

(f) Except as provided in Rule 21 of this Article, passenger trainmen will be assigned to cover main line runs exclusively and others for branch line runs, except where trainmen run on both branch and main line on a continuous trip on same train.

MILEAGE ALLOWANCES

Rule 10. Mileage allowances will be computed on time table distances.

DIVERSIONS

Rule 11. (a) Crews required to go off their runs to make side trips will be paid one minimum day for such diversion.

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

(b) In computing overtime for trip in connection with which diverted trip is made, time consumed on side trip will be deducted from total time on duty before overtime is allowed.

PAY FOR TERMINAL WORK

Rule 12. (a) Trainmen 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) Trainmen 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, except as provided in Rule 4-1 (a) and Rule 4-2 (a).

13

NON-INCIDENT WORK

Rule 13. (a) Where work train work is done In connection with other service, trainmen will be paid at overtime rates for time held.

(b) Trainmen required to do work not incidental to their train will he paid for time held in addition to time or miles made on trip.

SPECIAL ALLOWANCE, ASHLAND

Rule 14. Practice heretofore to allow thirty minutes per day to passenger trainmen for turning engine and mail car arriving at Ashland on passenger train from Duluth, which returns to Duluth, will be continued.

SPECIAL ALLOWANCE, MINNEAPOLIS

Rule 15. Trainmen 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.

CONSTRUCTIVE MILEAGE

Rule 16. Trainmen 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.

DETOURING

Rule 17. When it becomes necessary to make long detours, under circumstances making double crewing necessary, trainmen so assigned will be allowed full time. Meals will be furnished free while on foreign roads and until they reach the limit of their home division territory. Sleeping car accommodations will be furnished trainmen off duty free when such accommodations are available. When traveling from place to place by order of the railroad, the provisions of Article III, Rule 75, will apply.

14

TRAIN BOXES AND SUPPLIES

Rule 18. A place will be provided at main line terminals, where possible, for train boxes and supplies.

SWEEP COACHES

Rule 19. (a) It will not be the duty of trainmen to sweep coaches.

LOAD OR UNLOAD BAGGAGE

(b) It will not be the duty of trainmen to load or unload baggage at any terminal.

PILOTING LIGHT ENGINES ON ROAD

(c) It will not be the duty of passenger trainmen to pilot light engines when other men are available.

PILOTING ENGINES TO AND FROM ROUNDHOUSE

(d) At main line terminals men will be provided to couple engines on or cut engines off and pilot engines to and from roundhouse.

RUNS OVER MORE THAN ONE DIVISION

Rule 20. When passenger trainmen run over two or more divisions under more than one Superintendent, the assignment shall be made on basis of percentage of miles run on each division.

Note: Under this rule the apportionment of men on joint runs between the St. Paul (east) and old Minnesota Divisions will be ratio four men for St. Paul Division (east) and three men for the old Minnesota Division.

Extra passenger trainmen on these runs will be handled as follows: In event a brakeman assigned to either division lays off, a brakeman from the division to which he was assigned will be given the extra work, provided there is 2,500 miles due either division. Example: When the mileage is balanced at the end of each month, and the mileage is less than 2,500 miles due either division, the other division will not be permitted to work out their mileage until the expiration of another thirty-day period.

The extra list for passenger brakemen to be maintained at St. Paul. At the expiration of each thirty (30) day period, a statement will be furnished the Local Chairman of each division, showing total mileage made by joint crews.

REARRANGEMENT OF ASSIGNMENTS

Rule 21. 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 turnaround 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. Added mileage up to mileage equalling 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 rule.

(b) For the purpose of avoiding payment of excess overtime on turnaround 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.

16

(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.

PERFORMING BAGGAGEMAN'S DUTIES

Rule 22. A trainman required to perform the duties of baggageman, in addition to his other duties will be paid an additional allowance of \$53.70 per month.

HANDLING U. S. MAIL, BAGGAGE AND EXPRESS

Rule 22-1. Adopted from Agreement dated September 15, 1952:

When a passenger trainman (brakeman) is required by proper authority to handle U. S. Mail baggage, express or other head end passenger train business, from train and place it in a station building or lock box, or vice versa. he will be compensated therefor on the basis of one cent per mile for the actual miles run with a minimum of 150 miles per trip in addition to all other allowances for the trip upon which such service is performed; provided that when such service is performed at more than five stations on a trip, compensation as hereinabove provided for will be on the basis of one and one-half cents per mile for such trip. The term "trip" as herein used means a day's work or assignment for which the trainman is paid not less than a minimum passenger day.

The additional compensation herein provided for will apply only to a trainman who is required to perform the service herein specified and only on trips upon which such service is performed, and only to passenger trainmen who

are paid the passenger trainmen's rates of pay.

17
**ARTICLE II
FREIGHT SERVICE
RATES OF PAY**

Rule 23.		Per Mile	Per Day
Mixed Train Service.....	14.52	\$14.52	
Mountain Mixed Train Service.....	15.13	15.13	
Through Freight Service.....	13.35	13.35	
Mountain Through Freight Service.....	15.10	15.10	
Local Freight Service.....	14.15	14.15	
Mountain Local Freight Service.....	15.13	15.13	
Work or Wrecking Service.....	13.72	13.72	
Mountain Work or Wrecking Service.....	14.65	14.65	
Snow Plow Service.....	14.15	14.15	
Mountain Snow Plow Service.....	14.65	14.65	

Note: Mountain rate applies to service as defined in paragraph (a) Rule 30, of this Article.

BASIC DAY AND OVERTIME

Rule 24. (a) In all freight service, 100 miles or less, 8 hours or less (straight-away 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.

BEGINNING AND ENDING OF DAY

Rule 25. In all classes of service other than passenger, trainmen's 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.

**SINGLE DAY WORK TRAIN,
OR SNOW PLOW ASSIGNMENT**

Rule 26. (a) A crew in single day work train or snow plow service may be run into and out of the

18

initial terminal any number of times in connection with their work train or snow plow service during the course of the day's assignment without incurring a penalty for run-arounds in case of crews already at the terminal in and out of which the work train or snow plow crew may run; and Rules 66 (a) and 79, Article III, will not apply. Rules 66 (a)

and 79, Article III, will apply on straight-away runs from one established chain gang terminal to another.

(b) It is permissible in case of a wreck to continue a crew assigned to wrecking service in that service until wreck is cleared without incurring a penalty for run-arounds in case of crews already at terminals in and out of which the wrecking crew may run. This applies to wrecks and not when wrecking outfit is used in other than wrecking service.

TURN-AROUND RUNS

Rule 27. (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 crew was required to come on duty for the first trip, or when the actual miles run are less than one hundred (100); otherwise, the additional runs will be considered as commencing a new day.

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

(c) Trainmen in pool or irregular freight service may be called to make short trips or turnarounds 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 trainmen are to be used in turnaround service, they will be so advised when called.

19

COMBINATION ROAD-SWITCH RUNS

Rule 28. 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 crews are required to leave home terminal after having been on duty eight consecutive hours, a new day will be started.

Trainmen 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 Rule 38, Article II, and Rules 66 (a) and 79, Article III, which will not apply to such assignments.

Example 1:

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

Relieved at 3:00 P.M.

Allowance, 112 miles.

Example 2:

Crew comes on duty at 700 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:

Crew comes on duty at 700 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.

TRANSFER SERVICE, AUBURN, SEATTLE AND TACOMA, BILLINGS AND LAUREL

Rule 29. (a) Each crew assigned will be given a home terminal designated bulletin.

20

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

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

Note: Rules providing payment for switching at terminals and turning engines on turn-tables or wyes will apply at initial and final terminal.

MOUNTAIN SERVICE

Rule 30. (a) Freight trainmen assigned to mountain service or used on turn-around runs between:

Livingston and Bozeman,
Whitehall and Butte,
Helena and Elliston,
Missoula and Arlee or Dixon,
Wallace, Burke and Sunset
St. Regis and Wallace
Howell and Kendrick,
Zangar Junction and Helix,
Smeltz and Duroc,
Cle Elum and Lester,

will be paid the mountain rate named in Rule 23 of this Article.

CONSTRUCTIVE MILEAGE ALLOWANCES

(b) Freight trainmen 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 Kendrick,

and eight constructive miles between:

Zangar Junction and Helix,
Smeltz and Duroc.

MIXED TRAIN SERVICE

Rule 31. 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

21

the balance mixed or other freight, or both, will be classed as mixed train service and paid the mixed train rate named in Rule 23 of this Article.

LOCAL FREIGHT SERVICE

Rule 32. (a) Local freights are trains whose work is loading or unloading of freight or doing station switching en route. Trainmen on local freight trains will be paid the local rate named in Rule 23 of this Article.

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

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

(d) When one train is operated west-bound between Lake Park and East Grand Forks via Crookston it will be classed as a local and paid the local rate.

SNOW PLOW SERVICE

Rule 33. (a) Trainmen engaged in snow plow service will be paid the snow plow rate named in Rule 23 of this Article.

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

(c) 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 trainmen 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.

CIRCUS TRAINS

Rule 34. Trainmen 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 or theater; overtime at 3/16th of the daily rate will be allowed for time in excess of 12 hours 48 minutes

22

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 3/16th 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.

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

DOUBLING HILLS, RUNNING FOR WATER, ETC.

Rule 35. 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; crew on duty, 10 hours.

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

MILEAGE ALLOWANCES

Rule 36. (a) Mileage allowances will be computed on time table distances. In addition to the time table mileage, following allowances will be made as long as present conditions continue:

(b) Northtown. Eastbound St. Paul Division freight trainmen, on trains terminating in "A" Yard, 1 mile. On freight trains between Northtown and Staples received or delivered in the "D" Yard, 1.6 miles. On freight trains between Northtown and Staples received or delivered in the Grove Yard, 1.8 miles.

23

(c) Staples. Westbound Lake Superior and St. Paul Divisions, freight trainmen, 2.4 miles on freight trains terminating on short yard tracks in eastward and/or westward yard; 3.4 miles on freight trains terminating on

extended tracks, or when terminating on main line tracks opposite the extended yard tracks.

(d) Dilworth. Westbound Fargo and Southwestern freight trainmen, 1 mile. St. Paul Division eastbound trainmen, on trains from the eastbound yard, 1 mile. Westbound St. Paul Division freight trainmen yarding trains in eastbound yard, 2.6 miles.

(e) Mandan. First subdivision westbound Yellowstone Division freight trainmen, 1 mile on incoming and outgoing trains.

(f) Dickinson. First subdivision westbound Yellowstone Division freight trainmen, 1.9 miles.

(g) Glendive. Westbound second subdivision freight trainmen, 1.9 miles. Eastbound second subdivision freight trainmen, 1.3 miles. Third subdivision eastbound Yellowstone Division freight trainmen, 1 mile.

(h) Forsyth. Fourth subdivision eastbound Yellowstone Division freight trainmen, 1 mile. Fourth subdivision westbound freight trainmen, 1 mile. Third subdivision westbound Yellowstone Division freight trainmen, 1.4 miles when yarding train on yard tracks; 2.4 miles when yarding train on main line.

(i) Laurel. Fourth subdivision eastbound Yellowstone Division freight trainmen, 1 mile. Eastbound fifth subdivision Yellowstone Division freight trainmen, 2.3 miles.

(j) Butte. Rocky Mountain (Old Montana) Division freight trainmen who are required to go from roundhouse to "MU" Yard with or for train, and Rocky Mountain Division freight trainmen accompanying engines between roundhouse and "MU" Yard, 1.7 miles.

(k) Helena. Eastbound third subdivision Rocky Mountain Division freight trainmen, 1.1 miles.

(l) Missoula. Westbound third subdivision freight trainmen, delivering train in west yard, 1.5 miles.

(m) Paradise. Westbound via St. Regis, freight trainmen. 1 mile.

24

(n) Yakima. Trainmen between Auburn and Yakima on freight trains received or delivered in the new train yard at Yakima east of the passenger station, 1 mile.

(o) Seattle. Trainmen on freight runs between Seattle and Portland, 3.8 miles on movements made from roundhouse to Middle Yard via Argo, or in reverse direction, from Middle Yard to roundhouse via Argo.

(p) Centralia. Trainmen in freight service on the Willapa Harbor Line originating or terminating in the freight yard, 1.4 miles on incoming or outgoing trains.

SIDE OR LAP BACK TRIPS

Rule 37. 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 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.

TERMINAL SWITCHING

Rule 38. (a) Trainmen required to do switching at terminals will be paid for time so employed on the basis of one-eighth of the daily rate per hour. When overtime accrues, the allowance for switching or the overtime, whichever is the greater, will be paid.

Examples:

(1) Required to report at A, 7:00 A.M.; switches at A until 9:00 A.M.; leaves A at 9:00 A.M. and runs to B, 100 miles; relieved at B, 3:00 P.M.

Compensation, 100 miles plus 2 hours' switching at one-eighth of the daily rate.

(2) Required to report at A, 7:00 A.M.; switches at A until 9:00 A.M.; leaves A at 9:00 A.M. and runs to B, 100 miles; relieved at B, 4:00 P.M.

25

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

(3) Required to report at A, 7:00 A.M.; switches at A until 9:00 A.M.; leaves A at 9:00 A.M. and runs to B, 100 miles; relieved at B 4:20 P.M.

Compensation, either 100 miles plus 2 hours' switching at one eighth of the daily rate or 100 miles and 1 hour 20 minutes road overtime at 3/16th of the daily rate per hour, because the money value of the terminal allowance and the money value of the road overtime at 3/16th of the daily rate are equal.

(4) Required to report at A, 7:00 A.M.; switches at A until 9:00 A.M.; leaves A at 9:00 A.M. and runs to B, 100 miles; relieved at B 5:00 P.M.

Compensation, 100 miles plus 2 hours' overtime at 3/16th of the daily rate per hour. In this case the money value of the road overtime at 3/16th of the daily rate exceeds the allowance of 2 hours' switching at one-eighth of the daily 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 OR CARS

(b) In freight service turning engines or cars on turn-tables or wyes at terminals will be considered terminal switching.

INITIAL TERMINAL DELAY- FREIGHT SERVICE

Adopted from Article 5 of May 25, 1951 Agreements

Rule 39. (a) Initial terminal delay shall be paid on a minute basis to Trainmen in freight service for all time in

excess of seventy-five (75) minutes computed from the time of reporting for duty up to the time the train leaves the terminal at one-eighth (1/8th) of the basic daily rate, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

26

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

This rule will not apply to pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher (district runs), or to local freight or mixed service where switching is performed at initial terminal in accordance with schedule rules.

Note: The designation "mine run" as used in the preceding paragraph will not apply to "coal" runs on the Mandan North Line terminating at Mandan or to "coal" runs on the Rosebud Branch terminating at Forsyth.

The designation "transfer service" will not apply to "transfer" runs between the Twin Cities and White Bear Lake, or between Laurel and Billings, or between Auburn, Seattle and Tacoma.

The designation "work" service includes snow plow service, but will not apply to chain gang crews in unassigned work or snow plow service originating at a chain gang terminal except when engaged in performance of such service partly within and partly outside of such terminal.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of seventy-five (75) minutes after which initial terminal delay payment begins.

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

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

**FINAL TERMINAL DELAY -
FREIGHT SERVICE**

Rule 39-1. (a) In freight service, all time in excess of 30 minutes, computed from time engine reaches or stops for switch used in entering final terminal yard where train is to be left or yarded,

27

until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped at final terminal because of yard conditions, or by a preceding train waiting in or to enter yard at the point where final terminal delay commences, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note: The phrase "that should train be stopped at final terminal because of yard conditions, or by a preceding train waiting in or to enter yard at point where final terminal delay commences".... means that should a train arrive at such switch and other trains arrive and stand behind waiting to enter such yard, final terminal delay will be computed for all such trains from the time each train is so stopped. The phrase "final terminal yard where the train is to be left or yarded means the particular yard within the terminal in

which the train is to be left or yarded.

At locations where the train entering yard is subject to delay account required by Operating Rule 93 to clear first class trains after stopping for switch used in entering final terminal yard where train is to be left or yarded, such delay will not be included in computing time in excess of 30 minutes from the time stop was made by the train entering the final terminal yard.

(b) Where mileage is allowed between the point where- final terminal delay time begins and the point where finally relieved, each mile so allowed will extend by four and eight-tenths (4.8) minutes the thirty minute period after which final terminal delay payment begins.

(c) All final terminal delay, computed as provided for in this rule, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate, according to class of service, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this rule.

After road overtime commences, final terminal delay shall not apply and road overtime will be paid until finally relieved from duty.

28

(d) When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

(e) This rule shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This rule shall not apply to circus train service where special rates or allowances are paid for such service.

Note: The question as to what particular service is covered by the designations used in paragraph (e) shall be determined in accordance with the rules and practices in effect.

The designation "mine run" as used in Section (e) will not apply to "coal" runs on the Mandan North Line terminating at Mandan or to "coal" runs on the Rosebud Branch terminating at Forsyth.

The designation "transfer service" will not apply to "transfer" runs between the Twin Cities and White Bear Lake, or between Laurel and Billings, or between Auburn, Seattle and Tacoma.

The designation "work" service includes snow plow service, but will not apply to chain gang crews in unassigned work or snow plow service terminating at a chain gang terminal except when engaged in performance of such service partly within and partly outside of such terminal.

(f) In local freight or mixed train service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

NON-INCIDENT WORK

Rule 40. (a) Trainmen required to chain up cars set out by other trains and or rebrass or re-pack 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) Trainmen required to load or unload merchandise at Dilworth will be paid for time consumed in addition to allowance for trip.

29

SPECIAL PASSENGER TRAINS

Rule 41. Freight crews 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.

HANDLING PASSENGER TRAINS OR EMPTY EQUIPMENT

Rule 42. Freight trainmen 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.

ASSIGNMENTS

Rule 43. (a) Trainmen assigned to regular runs paid the through freight rate will not be assigned for less than seven (7) days per week.

(b) Assigned trainmen paid rates other than through freight rate will not be assigned for less than the number of working days of the month including holidays.

(c) When assignments are made trainmen will be advised whether the assignment is to be for six (6) or seven (7) days per week.

ADDITIONAL RUNS. HOW PAID

(d) Services rendered by regularly assigned trainmen, in excess of their regular run, will be paid for at regular rates for class of service performed with a minimum of one day.

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 37 of this Article.

WORKED OR HELD ON THEIR LAY-OVER DAY

(e) Regular assigned trainmen will not be used on their layover day if other trainmen are available. If trainmen are to be used they will be notified and if so notified and are not used, will be paid a full day's pay at their regular rates. If used, they will be paid the rate applicable to class of service rendered, but not less than the rates of their regular assignment. If trainmen are not notified they are to be used they will not be considered absent from duty if needed and are not on hand.

30

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

NOTIFICATION OF ASSIGNMENT

(f) Trainmen assigned to work or snow plow service will be notified of such assignment when called. Such assignments will consist of six (6) days or more. If such service is to be less than six (6) days, paragraph (a), Rule 66 of Article III, will govern.

(g) Trainmen 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.

GUARANTEE

Rule 44. (a) The time of assigned trainmen will not be discounted for days not used.

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

Note 2: Payments to crews 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) Trainmen 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:

Crew 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.

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

31

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

Example 2:

Crew regularly assigned in freight service between A and B.

Leave A at 8:00 P.M. Sundays, Tuesday's and Thursday's.

Leave B at 3:00 P.M. Monday's, Wednesday's and Fridays.

Layover Saturday at A.

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

Allowance, same as Example 1.

Example 3:

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

Leave At 7:30 P.M.

Layover at A on Tuesday's.

Crew 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 crews in freight service regularly assigned to six (6) day assignments and to the sixth and seventh day of such assignment only.

THROUGH FREIGHT GUARANTEE

Rule 45. Trainmen 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 trainmen from making more than 3,000 miles per month.

Trainmen 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: When road overtime is used to make up the guaranteed mileage under this rule, it will be figured on basis of 12 1/2 miles per hour.

SERVICE OUT OF EAST GRAND FORKS

Rule 46. (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

32

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:

Trainmen 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 61 of Article III applies.

SWITCHING LIMIT ZONES

Rule 47. (a) Switching limit zones will be established including all yards in switching operation at --

Head of the Lakes,
Twin Cities,
Dilworth, Moorhead and Fargo.

Marked by switching limit boards:

Duluth, Superior, Central Ave. and Superior East End,
one zone.

St. Paul, Minneapolis and Northtown, one zone.

Dilworth, Moorhead and Fargo, one zone.

33

Where switching limits are not defined, yard limits will govern the working zone of yardmen, and yardmen will do all yard, work train and transfer work within yard or switching limits, except:

TRANSFERS LAKE SUPERIOR DIVISION

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

TRANSFERS ST. PAUL DIVISION

(c) 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.) St. Paul Division roadmen may be permitted to handle stock and perishable freight destined to St. Paul and stock yards. Trainmen in freight service between Staples and St. Paul will be paid 150 miles.

Crews handling stock trains through to St. Paul or stock yards may be required to handle empty stock cars returning from stock yards or St. Paul to Northtown.

The White Bear transfer runs will be handled by road crews.

TRANSFERS LAUREL AND BILLINGS. EAST HELENA YARD CREW

(d) The transfer work between Laurel and Billings will be handled by roadmen. The yard work at East Helena will be handled by yardmen and no penalty time will be allowed road or yard men on account of yardmen going to East Helena to do switching at that point.

WORK TRAIN WORK

(a) 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; except where there is a sufficient amount of work inside of yard or switching limits to warrant assigning a crew to that service, a yard crew will be used.

SWITCHING SERVICE AT INTERMEDIATE POINTS

(f) When it becomes necessary to assign a crew to exclusive switching service at an intermediate point a road crew will be assigned; in such cases road rates and rules will apply, but in no case will the rate paid be less than yard rates.

34

Note: This will not operate to displace yardmen now holding such positions.

SWITCHING SERVICE FOR NEW INDUSTRIES AND CHANGING SWITCHING LIMITS

Rule 47-1. Adopted from Article 10 of May 25, 1951 Agreements:

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

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

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

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

(c) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movement from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits.

35

Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with paragraph (b) hereof.

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

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

(This rule (a) through (d) became effective August 1, 1951.)

**FREIGHT SERVICE BETWEEN ST. PAUL AND
DULUTH, HOW PAID**

Rule 48. (a) Trainmen 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, PEMBINA AND EMERSON, HOW PAID**

(b) Trainmen in freight service on the second district, Red River Branch, will be paid on mileage

36

basis between East Grand Forks and Pembina; time basis between Pembina and Emerson.

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

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 Avenue 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 Avenue 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 Avenue 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.

Note: On in-bound 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.

3. Report for duty at St. Paul...7:00 A.M.
Arrive Central Avenue.....5:00 P.M.
Arrive Duluth and ties up.....7:30 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 Avenue.....7:30 P.M.
Arrive Duluth and ties up.....9:30 P.M.
Actual mileage St. Paul to Central Avenue, 150.

37

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.

DOUBLE-HEADERS AND HELPERS

Rule 49. (a) On freight trains of over forty cars, exclusive of cabooses, the practice of double-heading 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 between 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 Sawyer.

Duluth and Otter Creek. The tonnage rating of trains between Duluth and Sawyer and between Duluth and Otter Creek, 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.

38

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

Mandan and Bismarck.

Livingston and Bozeman. In case of wrecks, snow blockades or washouts, rendering low line via Powers between Logan and Bozeman impassable, helpers may be used to assist eastward freight trains Logan to Bozeman via Manhattan on first subdivision, with limitation that no more tonnage is hauled than road engine handles regularly via the low line.

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 present mileage allowance. On all other trains, existing rates and conditions will govern.

It is not the intent of this rule to run turnarounds 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 Fort 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) Following is copy of an agreement, effective April 1, 1948, covering extension of helper limits on the Fifth and Thirteenth Subdivisions of the Tacoma Division:

MEMORANDUM OF AGREEMENT, Between the Superintendent of Tacoma Division and Local Chairmen of the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, Tacoma Division, relative to the extension of helper limits between Bromart and Arlington, covering the Thirteenth Subdivision Bromart to Edgecomb, and the Fifth Subdivision Edgecomb to Arlington Jct., Tacoma Division.

We agree to the extension of helper districts between Bromart and Arlington Jct., covering the Thirteenth Subdivision Bromart to Edgecomb, and the Fifth Subdivision Edgecomb to Arlington Jct., and two engines may be used between Bromart and Arlington Jct. On such trains twenty (20) 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 specifically agreed that the constructive mileage allowance will only be made on trips on which a helper engine is used in violation of the doubleheader rules, that is, if a helper engine is used on a train of less than 40 cars or a train upon which the tonnage rating of the road engine is not exceeded, the constructive mileage allowance will not apply.

40

Conductor pilots accompanying the double-header or helper engine will be allowed twenty (20) constructive miles when this allowance is made to road crews being helped except that this allowance will not be made more than once for each day or trip.

This agreement is effective April 1, 1948 and may be terminated at any time without further negotiation by any of the parties hereto serving fifteen days written notice.

Approved:

/s/ C. H. Burgess
Assistant General Manager
/s/ E. M. Helgeson
General Chairman, O.R.C.
/s/ I. P. Iversen
Superintendent
/s/ J. M. Sullenberger
Local Chairman, O.R.C.
/s/ P. K. Byers
General Chairman

/s/ B. of R.T.
R. G. Baker
Local Chairman
B. of R.T.

CABOOSES

Rule 50. (a) It is understood the general practice will be to assign cabooses to local runs and chain gang districts and when so assigned they will be kept on such assigned runs or territory, except this will not prevent the Management from transferring these cabooses to other districts if conditions require such change, nor will it prevent a conductor from taking a caboose to which he is assigned into a work train assignment if he so desires, provided it is agreeable to the Management.

(b) Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service. At terminals where car men are employed when supplies are needed for caboose, they will be put on by some one other than trainmen.

(c) It will not be the duty of trainmen to clean combination cars or cabooses used for carrying passengers.

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

41

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.

Note: Application of Rule 50 is subject to provisions of Article 7 of the May 25, 1951 Agreement with respect to pooling of cabooses which became effective August 1, 1951 and reads as follows:

ARTICLE 7 -- POOLING OF CABOOSES

(a) The employees affected by this rule and the carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, being desirous of cooperating in situations where train service can be improved and trains expedited by the pooling of cabooses, adopt the following:

(b) Where an individual carrier not now having the right of pooling cabooses considers it advisable to establish such pooling, appropriate committee or committees representing the employees involved and proper representatives of the carrier will conduct negotiations relating thereto.

(c) A reasonable and practical approach to the problems herein referred to, namely the pooling of cabooses--requires that the carriers and the employees definitely recognize each other's fundamental rights, and where necessary, reasonable and fair arrangements should be made in the interest of both parties.

It is further agreed that:

(1) Whenever the carrier desires so to pool its cabooses, it shall give notice to the General Chairman or General Chairmen of such intention, specifying the territory and service involved, whereupon the carrier and employee representatives shall, within 30 days, endeavor to agree upon any facilities that should be furnished to provide accommodations substantially equivalent to those formerly available on the cabooses and used by the employees and

on appropriate arrangements for supplying and servicing such pooled cabooses.

(2) In the event the carrier and such representatives cannot so agree on the matter, any party involved may invoke the services of the National Mediation Board.

(3) If mediation fails, the parties agree that the dispute shall be submitted to arbitration under

42

the Railway Labor Act, as amended. The decision of the Arbitration Board shall be final and binding upon both parties.

ORDERING CREWS FOR BRAINERD AND STAPLES AT DULUTH

Rule 51. In ordering crews for Brainerd and Staples at Duluth, the terminal for each crew 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 Rule 80, Article III Brainerd being an intermediate and not a terminal point for such crews.

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

EXPERIENCED BRAKEMEN ON LOCALS

Rule 52. Inexperienced brakemen will not be sent out on local freights when experienced brakemen are available on extra list.

Note: Under this rule brakemen will be considered experienced when they have had at least sixty (60) days' actual experience as freight brakemen or sixty (60) days' actual experience as yardmen on a steam surface railway.

THREE BRAKEMEN ON MAIN LINE LOCALS

Rule 53. Main line local freight trains will be provided with three trainmen. The following will be considered main line territory:

Lake Superior Division:

Duluth and St. Paul
Duluth and Staples.

St. Paul Division:

Northtown and Staples.
Staples and Dilworth.

Fargo Division:

Dilworth and Jamestown.

Jamestown and Mandan.

43

Yellowstone Division:

Mandan and Livingston.

Rocky Mountain Division:

Livingston and Helena or Butte.

Helena or Butte and Paradise via St. Regis.

Idaho Division:

Paradise and Spokane.

Spokane and Yakima.

Tacoma Division:

Yakima, Seattle or Tacoma.

Seattle and Sumas via Belt Line.

Tacoma and Portland.

Buckley Line.

Branch line local freight trains will be provided with three trainmen when business will warrant.

Note: Where the preponderance of mileage on combination main line and branch line local freight trains is branch line territory, the provisions of this rule providing for three trainmen on main line local freight trains will not apply.

NOTIFIED WHEN TRAIN IS MADE UP

Rule 54. Trainmen will not be required to commence work on trains in yard until notified that trains are made up.

DOUBLE LOADS AND DRAW BARS

Rule 55. It will not be the duty of trainmen to chain up double loads or to load drawbars.

This rule will not apply to drawbars billed and offered for shipment from depot platform.

NOT REQUIRED TO RIDE OUT

Rule 56. The practice of trainmen being required to ride out through stations will be discontinued except on mountain grades or where extra precaution is required to assist in holding train, and through terminals.

During cold and inclement weather trainmen will not be required to ride out on mountain grades except through stations at meeting points and railroad crossings at grades.

NOT DUTY TO HANDLE WORK TRAIN APPURTENANCES

Rule 57. It shall not be the duty of trainmen to handle cables, sideboards, sidedoors, aprons or to operate weed-burners, rail-loaders, dozers, spreaders or other work train appurtenances.

CONSTRUCTIVE MILEAGE, WHEN PAID

Rule 58. Where constructive mileage is paid it will be in addition to all other allowances paid for the trip.

SHORT TRIPS ACCOUNT ACCIDENT, RUNNING FOR WATER, ETC.

Rule 59. 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 PASSENGER AND FREIGHT

MORE THAN ONE CLASS OF ROAD SERVICE

Rule 60. (a) Road trainmen 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.

Question No. 1. Does the rule apply to trainmen in unassigned and/or assigned road service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide that trainmen will not be required to perform work other than that to which regularly assigned.

Question No. 2. Does the rule apply to trainmen at an intermediate point or between two intermediate points where trainmen are required to perform road service not incident to the normal trip?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide separate compensation for such work.

Question No. 3. Does the rule set aside lap-back or side trip rules?

Answer. No, except that when a combination of service includes work, wreck, helper or pusher service, such rules will not be applicable to any movements made in the performance of such service.

45

Question No. 4. Does the rule set aside existing conversion rules?

Answer. No.

Question No. 5. Does the rule set aside existing terminal switching rules?

Answer. No.

Question No. 6. Does the rule apply to trainmen in passenger service?

Answer. Yes, except where under existing rules seniority acquired by employees in passenger service is separate and distinct from the seniority acquired by employees in freight service.

Helper or pusher service, not a part of their regular assignment, or wreck or work train service should not be required of passenger trainmen except in emergencies.

Question No. 7. Does the rule apply to trainmen who are required at an intermediate point or points to perform work train service?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide for separate compensation for trainmen performing work train service.

Question No. 8. Does the rule apply where road trainmen are instructed at the outset of a trip before leaving the initial terminal to perform another class of road service outside of the terminal?

Answer. Yes, except where existing rules adopted prior to August 1, 1939, specifically provide otherwise.

Note: Paragraph (a) of Rule 60 and examples appearing thereunder were adopted from the Cheney Award dated August 1, 1951. In accordance with the examples, Rules 9 (d) and 43 (d) and other rules appearing in this Schedule, which were adopted prior to August 1, 1939, are unaffected.

(b) Trainmen 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 (a) and (b) of this rule.

(c) Trainmen in work, snow plow 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.

46

WORK TRAIN AGREEMENT
Dated Effective June 1, 1949
(Applicable to Trainmen)

(d) 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 1/8th 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

47

material, etc., including rerailling of cars or engines, wrecking service, and/or snow plow service, subject to the exceptions hereinafter provided for in paragraphs (3) and (4).

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

(4) (a) When an engine equipped with a pilot plow and/or a flanger is used on trains in road service as specified in Section 1 of this agreement and whether or not flanging device is operated in the usual performance of service, train and engine crews will be paid the rate of pay attaching to the service for which called as applying to the entire day or trip.

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

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

48

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 canceled at any time without further negotiations by any of the parties signatory hereto, serving ten (10) days' written notice.

HELD AT OTHER THAN HOME TERMINAL

Rule 61. Adopted from Agreement of November 21, 1947, effective January 1, 1948:

Trainmen in pool freight and in unassigned service held at other than home terminal will be paid on the minute basis for the actual time so held after the expiration of sixteen hours from the time relieved from previous duty at a rate per hour of 1/8th of the daily rate paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period from the time relieved, they will be paid for the actual time so held during the next succeeding eight hours or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

Should a Trainman be called for service or ordered to deadhead after pay begins, held away from home terminal time shall cease at the time pay begins for such service or deadheading.

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

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

49

FREIGHT AND PASSENGER SERVICE, BILLINGS - LAUREL (Old Montana Division)

Rule 62. The transfer work between Laurel and Billings, and trains originating at Billings for movement west, or trains from the west terminating at Billings, and also trains originating or terminating at Laurel or Billings operating on the Tenth Subdivision (Billings and Central Montana Branch), will be manned by men from the seniority roster of the Rocky Mountain Division--East holding seniority in the territory of the Old Montana Division.

EQUALIZATION OF MILEAGE, LAUREL - FORSYTH

Rule 63. Crews manned by men from the Rocky Mountain Division--East seniority roster holding seniority in the territory of the Old Montana Division will be used between Laurel and Forsyth to offset the mileage lost by the Rocky Mountain (Old Montana) Division crews on account of the Yellowstone Division crews running through to Laurel, the mileage being balanced at the end of each year, and the trainmen being permitted to work out the excess mileage.

TIME SLIPS

Rule 64. (a) When trainmen's 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 disallowance is given, time as reported on time slip will be allowed.

(b) When time of trainmen is short time check to cover shortage will be issued on request if shortage amounts to one dollar (\$1.00) or more.

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

CALLING LIMITS, ETC.

Rule 65. (a) When callers are employed trainmen 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 hour and fifteen minutes before required to come on duty. Trainmen when called will sign call book, which will show time called and time required to report for duty. Trainmen who have telephones that are in working order will be called by telephone regardless of distance.

50

CALLED AND NOT USED

(b) When trainmen have been called to report for service at a specified time and call is annulled, they will be paid at one-eighth of the daily rate for time held until released from duty, but not less than one-fourth of one day will be allowed. If held more than 8 hours overtime rate will be paid for time held in excess of 8 hours.

If call is canceled before trainmen report for duty or perform service, they will be allowed not less than one-fourth of one day and will stand first out. If they perform service they will be allowed full time with a minimum of one day at the regular established rate for such service and stand last out.

CREW'S, FIRST IN, FIRST OUT

Rule 66. (a) Crews not assigned to regular runs will run first in, first out on district or division on which they are assigned.

EXTRA BRAKEMEN

(b) Trainmen on extra list will be run first in, first out, except as provided in paragraph (c) of this rule, and officers of the company and local committee will cooperate in keeping the board reduced so that extra men will make the equivalent of 26 days or 2,600 freight miles per month. Extra lists will be maintained at the following points:

Tacoma Division:

Tacoma for Tacoma Roster trainmen.

Seattle for Passenger trainmen.

Auburn for Seattle Roster freight trainmen.

Idaho Division:

Pasco for Idaho Division-West freight trainmen.

Spokane for Idaho Division-West passenger trainmen.

Yardley for Idaho Division-East trainmen.

Rocky Mountain Division:

Missoula for Rocky Mountain Division-West trainmen.

Livingston for Rocky Mountain Division-East (Old Montana) freight trainmen.

Billings for Rocky Mountain Division-East (Old Montana) passenger trainmen.

Yellowstone Division:

Forsyth for Yellowstone Fourth Subdivision.

Glendive for Yellowstone Third and Seventh Subdivisions.

51

Dickinson for Yellowstone Second and Sixth Subdivisions.

Mandan for Yellowstone First subdivision and branches.

Fargo Division:

Jamestown for Fargo (Old Dakota) Division.

Dilworth for Fargo Division-East.

St. Paul Division:

Staples for St. Paul (Old Minnesota) Division, except that extra list may be maintained at East Grand Forks for Red River Branch crews.

Minneapolis for St. Paul Division-East freight trainmen.

St Paul for passenger trainmen.

Lake Superior Division:

Duluth for Lake Superior, except international Falls and Bullhead Lake Branches.

North Bemidji for Seventh, Eighth and Ninth Subdivisions (International Falls and Bullhead Lake Branches).

Note: Agreement dated January 20, 1941 concerning extra passenger work out of St. Paul, provides:

It is agreed that all extra passenger work will be filled from the Northtown extra board by brakemen equipped with passenger uniforms in the order of their relative standing on the extra board and that no claim will be made for deadhead mileage to and from Northtown. Extra passenger brakemen from the Second District working out joint mileage are not to be affected by this agreement. This agreement may be canceled by either party on five day's notice.

/s/ P. K. Byers

Local Chairman, R. of R.T.

/s/ T. M. Flynn

Superintendent

VACANCIES OF MORE THAN SIX DAYS

(c) When it is reasonably certain that a vacancy will be for a period of more than six (6) days, the senior trainman applying for same will be assigned at once, except as provided in Rule 89 of this Article.

Vacancies in the place of Trainmen granted their vacation under the Vacation Agreement will be governed by the provisions of this paragraph of Rule 66.

52

Note 1: In the event no senior brakeman not assigned to the extra list has applied for a vacancy occurring under Paragraph (c), Rule 66, making it necessary to use a brakeman from the extra list, an effort should be made to notify the senior available brakeman assigned to the extra list, who is rested, to afford him an opportunity to make application for such vacancy. This is not intended to conflict with the interpretation of March 1, 1923, reading:

**INTERPRETATION OF MARCH 1, 1923
Concerning Paragraphs (b) and (c), Rule 66,
Article III**

Except as hereinafter provided and as provided for in Paragraph (c) of Rule 66, Article III, all temporary vacancies of six days or less, and in addition thereto set-up cars in pool or unassigned service, will be filled from the extra list of trainmen in accordance with paragraph (b) of Rule 66, Article III. If, at the expiration of six days, the regular man has not returned, or another regular man senior to the man laying off has not taken the run, or the set-up car is still in service, the right of trainmen to exercise their seniority to such vacancy or set-up car thereafter will be governed by seniority in accordance with Section (b) of Rule 82, Article III.

When an extra man first out on the extra list is used to fill a temporary vacancy of six days or less on an isolated run, he will hold such run until the regular man returns or gives up the run unless a senior man to the regular man laying off desires the run, and provided this does not exceed six days and his date on the seniority roster will permit him to remain in service as an extra or regular man. If, at the expiration of six days, the regular man has not returned or another regular man senior to the man laying off has not taken the run, the right of trainmen to exercise their seniority to such vacancy thereafter will be governed by seniority in accordance with Section (b) of Rule 82, Article III.

It is agreed under this rule one man to each crew with experience required by the rules or law in effect may be used to properly man the crew without incurring a penalty for runaround.

In applying the foregoing it is understood that it is not intended in any manner to affect the provisions of Rule 89, Article III on divisions where the bulletin rule is in effect by agreement between the

53

division officers and the local representatives of the men.

Note 2: In the application of the first paragraph of the interpretation of March 1, 1923, in determining between a vacancy of six (6) days or less, or a vacancy of more than six (6) days, it is not intended a new vacancy is created in the event a regular man marks up for a car or run and for some reason does not go out on the next trip.

RUN AROUNDS -- EXTRA TRAINMEN

(d) Extra trainmen run around at terminals account not being called in turn will be paid for one half of one day each time run around and stand first out, except that trainmen on extra list who have not had the legal rest period will not be paid for run arounds occurring during such period.

Note: If two extra trainmen are run around another trainman and used on the same crew it will be considered as one run around.

When two trainmen are called from the extra list for the same train, returning to the home terminal on the same train, they should be marked up on the board as they stood before they were called regardless of their relative seniority.

CREWS RUN AROUND

(e) Crews run around at terminals account not being called in turn will be paid for one-half of one day each time run around and stand first out.

(f) Crews called in turn and run around at terminals will be paid for one-fourth of one day each time run around and stand first out.

Note: Sections (e) and (f) of this rule do not apply to crews assigned to regular runs, but do apply to crews in pool service.

SET-UP CREWS

(g) Crews set up will stand first out after crews then in terminal who have had such a period of rest as makes them available for 16 hours' continuous service.

REPORTING FOR DUTY

Rule 67. Trainmen who are laying off or on vacation, when returning to duty, must report for work not later than four (4) hours from the time the trainman who is to be displaced has been relieved from duty.

54

This rule does not apply to trainmen returning to the extra list, nor to trainmen returning to a position which is being filled by extra men under paragraph (b) of Rule 66.

COUPLING STEAM OR AIR HOSE

Rule 68. It will not be the duty of trainmen to couple air hose, steam hose or test air at terminals where carmen are employed and on duty.

Note: It is agreed that it will be the duty of trainmen to couple or uncouple the hose between the engine and first car on freight trains.

USED AS CONDUCTOR AND BRAKEMAN

Rule 69. Trainmen used as both conductor and brakeman on same trip will be paid not less than the minimum day in each class of service.

RUN OFF OWN DIVISION

Rule 70. (a) Except as provided in Rules 17, 20 and 63, and except as provided in existing agreements, covering interdivisional service, trainmen will not be run off their own division except in case of extreme emergency, in which event they will receive not less than one day for each calendar day held.

(b) Crews run off their own division under this rule may be deadheaded to their own division at once, and such

deadheading shall not be considered a run-around unless crew is again used on foreign division before entering service on the division to which assigned.

COALING ENGINES

Rule 71. (a) Trainmen required to coal engines will be paid a minimum of two hours at one-eighth of the daily rate for each engine coaled. If more than two hours are consumed they will be paid accordingly, this allowance in addition to all other allowances for the trip. Trainmen will not be required to coal engines when other men are available.

(b) It will not be the duty of trainmen to shovel down coal on engine or assist fireman.

PILOTING

Rule 72. Trainmen acting as pilots will be paid conductors' rate applicable to the service rendered.

PAID FOR TIME HELD OFF RUN

Rule 73. If a trainman is held off his regular car or run for any cause or is denied a run his

55

seniority entitles him to, he will not be used in other service if other trainmen 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 trainman to an outside point to take his car or run.

DEADHEADING

Rule 74 (a) Trainmen will receive one day or one hundred miles for each calendar day when deadheading on railroad business, but not less than they would have earned in their regular assignment.

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

(c) Rate 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.

(d) Trainmen will go with their cabooses when cabooses are deadheading.

(e) Trainmen first out will deadhead; trainmen second out will perform service; trainmen deadheading 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) Trainmen sent to or from an isolated point will be entitled to deadhead mileage for the trip at their regular rates.

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

A trainman 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 trainman going to take a run at an isolated point at his own request displacing a trainman 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 trainman senior to the regular man.

56

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 trainman 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 trainmen deadheading from Minneapolis or Northtown to St. Paul to enter passenger service, or deadheading from St. Paul to Northtown or Minneapolis after having handled 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 25 miles or 2 hours.

Note: When trainmen from the extra board at Dilworth are used to fill a vacancy at Fargo under the first-in, first-out provision, the trainmen occupying the vacancy at the expiration of six days will remain on such vacancy until displaced by a regular man or a senior man entitled to the service.

Deadhead allowances under Rule 74(k) will not accrue to trainmen who do not actually render deadhead service between Dilworth and Fargo, or vice versa, and nothing contained in the foregoing entitles trainmen to payments for deadheading between these two points not allowable under the other provisions of Rule 74.

(1) Trainmen 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.

ATTENDING COURT

Rule 75. Trainmen attending court at request of an officer of the Railroad will be paid full amount

57

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.

LOSS OR DAMAGE TO EQUIPMENT

Rule 76. Trainmen will not be obliged to pay fines for loss or damage to equipment.

NOTIFICATION OF DEDUCTIONS

Rule 77. When deductions are made from trainmen's pay, they will be given statement in writing if requested in writing.

MEALS ON DUTY

Rule 78. Time of trainmen will not be discounted for time required to get meals while on duty.

AUTOMATIC RELEASE

Rule 79. Trainmen arriving at terminals or end of run are automatically released.

TIED UP ON BOARD

Rule 80. (a) No trains will tie up between terminals except by permission of Superintendent.

(b) Trainmen will not be tied up between terminals except as otherwise provided for in this rule.

(c) Trainmen on work train or snow plow assignments of less than six days will not be tied up between terminals prior to the expiration of ten hours' service. If tied up prior to ten hours, time for ten hours' service will be allowed.

(d) Passenger trainmen 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 (d) will apply against the guarantee. It is understood that individual members of the crew may be required to remain on duty at alternate

58

periods to look after the ordinary care of the train while tied up between terminals.

(e) Freight trainmen may be tied up between terminals in case of delay due to wreck, washout or snow blockade, and they will be paid for the first eight (8) hours so held in addition to time or miles made that day; and for each succeeding calendar day will be allowed not less than 100 miles. If not held full eight (8) hours time will be continuous.

Examples Applying to Unassigned Freight Service:

(1) Run 80 miles in 3 hours
(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 until 6:00 A.M.

Run to end of run (40
miles) in 4 hours, 6:00 A.M.
to 10:00A.M.....100 miles

Total allowance.....280 miles

(2)Run 40 miles in 3 hours
(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 hours, 7:00 P.M. to
11:00 P.M.....50 miles

Total allowance.....190 miles

(3)Run 40 miles in 3 hours
(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 until 12:00
midnight 2nd day (30 hours).....100 miles
Run to end of run (40 miles)
in 4 hours, 12:00 midnight
to 400 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 until 2:00
A.M., third day (32 hours).....100 miles

59

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 hours
(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 until 6:00

A.M.
 Run to end of run (45 miles)
 In 4 hours, 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 hours
 (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 until 12:00
 midnight second day (30
 hours).....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 hours, 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 hours
 (6:00 A.M. to 10:00 A.M.).....120 miles
 Tied up 10:00 A.M. to 6:00
 P.M.....100 miles
 60

Continued tied up until 2:00
 A.M. third day (32 hours).....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

(f) When local or mixed train trainmen 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 trainmen would have earned had they made the entire trip from terminal to terminal without overtime.

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

(g) 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.

(h) 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 schedule rules.

(i) 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.

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

(k) 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

61

from the tie-up point to the terminal, on the following basis: for fifty (50) miles or less or four (1) 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.

(l) 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.

(m) Trainmen 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.

Note: This rule does not apply to regular assignments of six days or more in work train or snow plow service.

EXPERIENCED MEN GIVEN PREFERENCE

Rule 81. (a) In the employment of trainmen experienced men shall be given preference.

FILING APPLICATIONS FOR EMPLOYMENT

(b) Trainmen filing applications for employment will be notified within ninety (90) days of the acceptance or rejection of their application. If not notified within ninety (90) days (except men who enter service under assumed names) they will be considered accepted.

SERVICE LETTERS

(c) When service letters are filed with application of trainmen they will be returned within thirty (30) day's after entering the service,

INTERCHANGEABLE SENIORITY RIGHTS TRAIN AND YARD SERVICE

Rule 82. (a) The following Sections 1 to 9 inclusive, covering interchangeable seniority rights in train and yard service, are adopted in accordance with agreement dated October 27, 1953:

SENIORITY DISTRICTS

Section 1. Effective December 1, 1953, interchangeable seniority rights will be established for trainmen (brakemen) and yardmen (yard foremen and helpers) as hereinafter provided for on each

62

of the seniority districts as described in paragraphs (a) to (1), inclusive, of this Section 1.

- a. Lake Superior Division, including Duluth, Superior, Brainerd, Cloquet and Bemidji Yards.
- b. St. Paul Division, East of Staples, including St. Paul-Stillwater and Minneapolis Yards.
- c. St. Paul Division, Staples and West, including Staples and East Grand Forks-Grand Forks Yards.
- d. Fargo Division, First District, including Dilworth-Fargo-Moorhead Yard.
- e. Fargo Division, Second District, including Jamestown Yard.
- f. Yellowstone Division, East of Billings, including Mandan, Dickinson, Glendive and Forsyth Yards.
- g. District known as the Old Montana Division, including Billings, Laurel, Livingston, Butte and East Helena Yards.
- h. Rocky Mountain Division, Helena and West and West from Butte, including Missoula and Helena Yards.
- i. Idaho Division (East), including Yardley Spokane Yard.
- j. Idaho Division (West), including Pasco Yard.
- k. Tacoma Division (Seattle District), including Yakima, Auburn, Seattle and Everett Yards.
- l. Tacoma Division (Tacoma District), including Tacoma, Centralia, Hoquiam and Aberdeen Yards.

PRIOR RIGHTS

Section 2. (a) Trainmen holding seniority dates as brakemen in road service as of the close of the day preceding November 1, 1953, will retain prior rights in road service on their respective seniority districts according to their then existing relative seniority status. Yardmen holding seniority dates as such as of the close of the day preceding November 1, 1953, will retain prior rights in yard service in the respective yards where employed according to their

then existing relative seniority status.

Seniority rosters will be prepared for each seniority district showing the names and seniority dates of brakemen with prior rights in road service on the respective seniority districts as of the close of the day preceding November 1, 1953. Seniority rosters will be prepared showing the names and

63

seniority dates of yardmen (yard foremen and helpers) with prior rights in yard service at the respective yards where employed as of the close of the day preceding November 1, 1953. These rosters will be captioned, "Prior Right Trainmen", or "Prior Right Yardmen", whichever is appropriate, "as per agreement dated October 27, 1953."

Trainmen or yardmen employed prior to the close of the day preceding November 1, 1953, if suspended on account of force reduction prior to the effective date of the agreement before having worked six (6) months, or an aggregate of 180 day's of service in the previous 365 consecutive days, will be permitted to retain their seniority dates as of the last date of entering service prior to November 1, 1953, so that they may retain prior rights as herein provided for, notwithstanding provisions to the contrary in Rules 90(b) and 112(b) of existing agreements, and amendments thereto, which were effective as of August 1, 1940, but provided they return to service within ten (10) days after being notified to do so by proper authority.

Employees (brakemen or yardmen) employed on and after November 1, 1953, will not be considered as having any prior rights to service, and will not be included or added to the seniority rosters showing the names of brakemen and yardmen, respectively, who are to retain prior rights as provided for herein.

(b) Trainmen with prior rights in road service shall have prior rights to promotion to conductor in accordance with the applicable schedule rules.

(c) Yardmen with prior rights in yard service shall have prior rights in the appointment of yardmasters, and in the performance of extra yardmasters' work in the respective yards in which such prior rights are held, governed by the provisions of paragraph (f) of Rule 109 of the Train and Yardmen's Schedule, and letter agreement relating to performance of extra yardmasters' work. (Letter dated April 7, 1949, from Chief of Personnel, H. W. McCauley, addressed to Vice President L. C. Malone and Chairman P. K. Byers of the General Grievance Committee, Brotherhood of Railroad Trainmen.)

Note: The phrase "prior rights" means that trainmen or yardmen with prior rights to service on a particular seniority district or at a particular yard, shall be considered as having seniority preference over men who, although older in service, hold no prior rights on such seniority district or at such yard.

64

INTERCHANGEABLE SENIORITY RIGHTS

Section 3. (a) During the thirty (30) day period, preceding the effective date of this agreement, seniority rosters will be prepared, consisting of a separate roster for each of the seniority districts as described in Section 1 hereof. Each roster will designate the seniority district covered, and will be captioned, "Train and Yardmen in Service with Interchangeable Seniority Rights in Train and Yard Service, effective December 1, 1953, subject to the terms and conditions of Agreement dated October 27, 1953."

Rosters of employees with interchangeable seniority rights under the terms of this agreement, shall include the names of all trainmen (brakemen) and all yardmen (yard foremen and helpers) of each seniority district in the relative order of their age in service in either train or yard service as reflected by their seniority dates as brakemen or yardmen prior to November 1, 1953. The rosters will show the rank number, name of each brakeman or yardman

and seniority date in either capacity, as reflected by the rosters showing the names of each individual brakeman or yardman with prior rights.

Employees entering the service of the Railway Company in train or yard service on and after November 1, 1953 shall have their names added to the rosters covering interchangeable seniority rights in accordance with their relative dates of first entering service, but will not be permitted to assert interchangeable seniority rights from road to yard service, or vice versa, or from one yard to another until the effective date of this agreement.

Employees entering the service on and after November 1, 1953, if suspended on account of force reduction prior to the effective date of this agreement, will be permitted to retain their seniority dates up to and including the effective date of this agreement, at which time, if their seniority then permits, they may exercise their interchangeable seniority rights.

Note: Except as specifically provided in the foregoing paragraph of this Section 3(a), and in the third paragraph of Section 2(a) of this agreement, rules of existing agreements relating to establishing, acquiring or retaining seniority dates shall govern.

(b) Employees, commencing with the effective date of this agreement, may assert their seniority

65

to road or yard service, or from one yard to another, on their seniority district, in accordance with their relative seniority standing, subject to prior rights of brakemen or yardmen as provided for in Section 2 hereof, and subject to the conditions prescribed in Section 4 hereof.

EXERCISE OF INTERCHANGEABLE SENIORITY RIGHTS

Section 4. (a) Employees in the exercise of interchangeable seniority rights may, by written application to proper authority, transfer from road to yard service, or from yard to road service, provided that at the time actual transfer is made, their seniority will entitle them to hold service as a regular man in the service to which transferred. An employee exercising such right, must remain in the service (road or yard service) to which transferred for a period of not less than six (6) months, except when reduced to the status of an extra man because of insufficient seniority to hold service as a regular man in the service to which transferred.

(b) Under the foregoing paragraph, an employee who transfers from yard to road service will not be prevented from exercising his seniority to the brakemen's extra board in preference to placing himself on a regular position as brakeman during the six (6) months' period. However, such employee, when reduced to the status of an extra man because of insufficient seniority to hold service as a regular man in the service to which transferred, may then in the exercise of interchangeable seniority rights, transfer back to yard service if his seniority is sufficient to permit him to work as a regular yardman in the yard to which he desires to transfer.

For the purpose of application of paragraph (b) of Section 4 (a), a temporary vacancy in place of a regular man laying off will be treated as a vacancy for a regular man at the end of thirty (30) days.

(c) Employees in yard service, or employees who transfer from road to yard service under the provisions of paragraph (a) of this section, may exercise their seniority from one yard to another on the seniority district without restriction, provided that their seniority is sufficient to permit them to mark up as regular yardmen. Application for transfer must be made in writing.

No employee who has transferred to yard service will be permitted to return to road service until expiration of the

six (6) months' period if his

66

seniority entitles him to a regular position in yard service on his seniority district.

An employee reduced to the status of an extra man in the yard to which he has assigned himself, may elect to remain on the extra list at such yard in preference to exercising his seniority as a regular yardman at another yard on his seniority district.

An employee in yard service reduced to the status of an extra man, and whose seniority will not permit him to hold regular yard service on his seniority district, who elects to work extra in yard service the first day following the loss of regular status, must except as otherwise provided, remain on such extra list for at least seven (7) consecutive calendar days.

(d) Except as may be mutually agreed upon, employees covered by this agreement affected by force reduction will not be furloughed until such employees have exhausted their seniority in both road or yard service. Such employees must assert their seniority and remain in service as long as their seniority permits them to hold service, either regular or extra, on the district where they hold rights.

EXTRA BOARDS -- EXTRA LISTS

Section 5. (a) Separate extra boards covering road service and extra lists covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules. Extra lists covering yard service will be regulated consistent with service requirements.

Note: In instances where because of the limited amount of work involved separation of such boards and extra lists is not practicable, the matter shall be negotiated and reasonable arrangements entered into for the operation of a common extra board,

(b) Employees selecting yard extra lists will remain on same for at least seven (7) consecutive calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or as conductors, or when exercising seniority to a regular assignment in yard service.

DEADHEADING

Section 6. It is understood and agreed that the terms of this agreement shall not be construed as changing any of the provisions contained in the

67

existing Train and Yardmen's Schedule concerning deadheading or payments for deadheading affecting employees in road service, or affecting employees in yard service. It is understood and agreed that deadheading resulting from the exercise of interchangeable seniority rights by employees transferring from road to yard service, or from yard to road service, or from one yard to another, will not be paid for.

GENERAL

Section 7. Employees in the exercise of interchangeable seniority rights who have transferred from road to yard service will be governed by rates of pay and rules in yard service, and those who have transferred from yard to road service will be governed by rates of pay and rules in road service. It is understood and agreed that the terms of this

agreement shall not of itself be construed as authorizing abandonment of yard service at any yard or in any manner modifying or amending effective applicable schedule rules with respect to separation of road and yard work.

Section 8. It is understood and agreed that the provisions of this agreement shall not be construed as modifying, amending or changing provisions of applicable schedule rules with respect to employees eligibility for promotion to conductor and/or protecting seniority as conductor; nor as modifying, amending or changing provisions of applicable schedule rules and agreements governing appointment to yardmaster and/or protecting seniority as yardmaster. However, it is recognized that problems may arise in the administration of this agreement with respect to these matters, wherefore it is understood and agreed that in the event such problems arise, mutually satisfactory arrangements will be agreed upon.

Section 9. Nothing contained herein shall be construed as modifying or changing schedule rules or agreements except as herein specifically provided for.

(See letter agreements dated October 27, 1953 and November 16, 1953 appearing on pages 184 to 188).

CHOICE OF RUNS IN ROAD SERVICE

(b) Trainmen in road service will have choice of runs on their respective seniority districts to which their age in service entitles them.

68

Trainmen on regular cars or runs who take temporary vacancies on preferred runs or are used as extra conductors will, when displaced, return to former runs or cars if their seniority permits.

This will not prevent trainmen from taking a regular run in another class of service or a permanent position on another subdivision.

Trainmen in pool and unassigned service desiring to change from one subdivision to another to enter pool or unassigned service will be required to displace the junior man holding a regular position in that class of service on the subdivision on which they wish to exercise their seniority.

When a brakeman is displaced from regular service or a regular car in chain gang service, he will be notified of such displacement, and must make choice of service to which his seniority entitles him within twenty-four hours from the time of such displacement unless given permission to lay off in which event he will be governed by Rule 67 of Article III when reporting for service.

DIVISION RIGHTS

(c) Division rights on the Northern Pacific will prevail. The term "division rights" relates to the seniority districts as presently constituted.

PROMOTING BRAKEMEN

(d) Trainmen will be promoted on their respective divisions, seniority to govern. No trainman will be promoted unless he has had either three (3) years' experience as freight trainman or else a total of two (2) years' experience as freight trainman and three (3) years' experience as passenger trainman on a steam surface railroad.

In case two or more trainmen are examined the same date, seniority in service will govern relative standing.

If, on account of sickness or other causes beyond his control, a trainman 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.

(e) Trainmen promoted to conductors will be given a certificate dated the day they pass examination, which will be their date as conductor on seniority list.

69

(f) Yardmen will have no rights in train service except as otherwise provided.

(g) In case of emergency, trainmen on road extra list may work in yard service, but will be marked up on the trainmen's extra list after completing their day's work.

(h) Trainmen temporarily used in yard service shall not lose their rights thereby.

(i) 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.

(j) 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.

PROMOTION AND DEMOTION OF CONDUCTORS HIRED OR PROMOTED

(k) Article II of the Cleveland Compact, reading as follows, is adopted and is made a part of this Schedule:

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 employes 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.

70

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

Note: In extraordinary or unusual cases exceptions to the last paragraph of section (k) may be made by agreement between the General Chairman of the Brotherhood of Railroad Trainmen and the Management.

ELECTRIC OR MOTOR SERVICE

Rule 83. Where steam power is supplanted by electric or motor service the rules and rates contained herein will

apply.

RIGHTS INTERCHANGEABLE PASSENGER AND FREIGHT

Rule 84. (a) Trainmen entering the service on and after June 1, 1915, will hold rights in both passenger and freight service. The following will govern men now in service:

Freight trainmen will be credited with one year's seniority in passenger service for a seniority of three or more years in freight service, the same rule applying to passenger trainmen. Freight trainmen with less than three (3) years' seniority will take June 1, 1915, as their date in passenger service, the same rule applying to passenger trainmen. Passenger trainmen will retain their former date in passenger service, and freight trainmen will retain their former date in freight service.

(b) Trainmen desiring to change from freight to passenger service shall remain in that service for at least four months; except if displaced before the expiration of four months they will not be required to remain in passenger service if by doing so a regular man would be displaced.

(c) Trainmen desiring regular or extra passenger work must equip themselves with standard uniform. Trainmen run around account not being so equipped, will not be paid for run around.

TRANSFER TO OTHER DIVISIONS

Rule 85. (a) In case of shortage of train or yardmen on another division on the system, yard or trainmen may, if agreeable to all concerned, be transferred temporarily to such division where shortage exists, and shall lose no rights on original division or in original yard provided they return within six (6) months.

71

(b) Men temporarily transferred will take temporary date on division transferred to on the interchangeable seniority rights roster from the date they perform service on division transferred to; if permanently transferred will hold seniority date from date of temporary transfer.

(c) Such men will not be paid while enroute from one point to another and will have the privilege of returning to original yard or division when request is made if made prior to expiration of six (6) months as provided for in paragraph (a) of this rule.

(d) Conductors will not be transferred from one division to another when there are trainmen in service eligible for promotion.

TRANSPORTATION OF HOUSEHOLD GOODS

Rule 86. When trainmen 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.

SEPARATION OR CONSOLIDATION OF DIVISIONS

Rule 87. If any established division is divided, or any portion is added to another, or if a new division is formed therefrom, trainmen will have choice of divisions upon which they will remain, in accordance with their seniority rights, and establish themselves on runs when vacancies occur. 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.

ACQUIRING NEW LINES

Rule 88. (a) When a railroad is acquired by the Northern Pacific Railroad the seniority rights of the trainmen will be confined to the division upon which they were employed except as hereinafter provided.

(b) If any portion of an acquired railroad is added to a division of the Northern Pacific Railroad, the number of men required to operate the territory at the time the railroad is taken over will be taken over with the property and they will retain the seniority rights earned on the acquired property.

(c) Trainmen taken over with acquired property will not be displaced by Northern Pacific trainmen from runs held at the time property is taken

72

over. Northern Pacific trainmen will not be displaced by men from acquired property from runs held at the time property is taken over. If from any cause a vacancy should occur such vacancy will be filled in accordance with the seniority rule.

(d) If work which was formerly performed by Northern Pacific men is added to a run manned by trainmen of the acquired property, or vice versa, it becomes a division run and seniority rule will govern.

BULLETINED RUNS

Rule 89. (a) Division officers and representatives of the trainmen may agree to bulletin for seniority preference a portion or all assigned runs on the division. Such bulletins shall be held open for a period of six (6) days from the time bulletin is posted, time of posting bulletin to be noted on bulletin by person posting same. Trainmen who are unavoidably prevented from signing same, will not lose their rights to the position or run bulletined.

(b) When the scheduled starting or arriving time at initial or final terminal of a run is changed three (3) hours or more, or where the mileage is increased or decreased ten (10) miles or more daily, or changed from a seven (7) to a six (6) day assignment, or vice versa, the run will be considered open and again bulletined.

(c) Temporary vacancies of more than fifteen (15) days will be bulletined. The man assigned under bulletin will hold run until the regular man returns or vacates the run.

(d) Temporary vacancies of six (6) days or less at isolated points on assigned runs will be filled from the extra list of trainmen standing first out, who will hold such run for six (6) days or until the regular man returns provided this does not exceed six (6) days. If vacancy is over six (6) days it will be filled by the senior trainman applying for same, who will hold this vacancy until regular man returns or assignment is made by bulletin.

(e) Trainmen assigned to a regular position as conductor for a period of sixty (60) days or more, when returning to service as brakemen, will be allowed choice of runs in accordance with their seniority.

(f) Trainmen assigned to a position as conductor for a period of less than sixty (60) days shall, when returning to service as brakeman, return to the assignment he has vacated, except he

73

will be permitted to exercise his seniority by taking any position that became vacant during the time he was filling temporary vacancy.

(g) Trainmen accepting assignments under this rule will remain on such assignments until a vacancy occurs,

except that they may enter unassigned service, but will not be permitted to exercise their seniority on a run that has been bulletined until a vacancy occurs.

(h) Any trainman who is displaced through no fault of his own, may have choice of runs in accordance with his seniority, but must make choice within seven (7) days from date he was displaced.

Note: Bulletined assignments may be discontinued upon thirty (30) days' notice by either party to this agreement.

LEAVE OF ABSENCE

Rule 90. (a) Except in case of sickness or disability and as provided for in this rule, leave of absence exceeding eighteen (18) months will not be granted within any two-year period.

SUSPENDED LIST

(b) Trainmen on suspended list account reduction in force, who have been in service as such six months or more, may hold their seniority rank and be granted leave of absence provided they return to work when requested by proper authority.

A trainman placed on the suspended list account reduction in force who has been in service as such less than six months, but who in the previous 366 consecutive days was in service an aggregate of 180 days will, if he returns to service as trainman within ten days after being notified to do so by proper authority, retain the seniority date which he acquires by his last entrance into the service. The term "in service an aggregate of 180 days" means 180 days during a period of 365 consecutive days during which such an employee was not on the suspended list on account of reduction in force.

(The second paragraph of (b) amending the first paragraph, became effective August 1, 1940.)

Note 1: Under Rule 90(b), in returning men to service, they should be returned in the order of their original employment.

Men who are returned to service and who report for service within ten days after being notified to

74

do so, will be considered as having reported for service in the order of their original employment.

Note 2: Provisions of Rule 81(b) are not in any way changed by the second paragraph of Rule 90(b) or by the provisions of Note 1.

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.

SERVING ON COMMITTEES

(c) Trainmen serving on grievance committees shall have leave of absence upon request to serve on such committee.

ASSIGNED TO OTHER DUTIES

(d) In case a trainman is assigned to a position other than in train service, or is employed by the Order of Railway Conductors or the Brotherhood of Railroad Trainmen, his seniority rights as trainman will not be impaired by reason of such assignment, or employment, and his rank on the Trainmen's list will be such as he would have gained had he been continuously employed in train service.

INVESTIGATIONS

Rule 91. Trainmen charged with offenses involving suspension or discharge will be promptly

75

advised the nature of such offense in writing, and no trainman will be discharged, suspended, or given record suspension, without full investigation at which all parties interested will be notified to be present, and at which any trainman under investigation may be represented by an employe of his choice, and both will be permitted to be present and offer evidence and also to hear all evidence submitted at investigation. Decision to be rendered in writing.

If the trainman is not satisfied with decision, he or his representative will have right of appeal to the next higher officer, continuing such appeal if desired.

If found blameless, he will be immediately reinstated and paid for time lost at his regular rates for each calendar day.

Trainmen 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.

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

FRUIT, BERRY, FISH, ETC., SPECIALS

Rule 92. The handling of silk, berry, fish, fruit, empty passenger equipment, 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

76

to do 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 AND MANDAN NORTH LINE

Rule 93. (a) The Mott Line and the Mandan North Line will be considered Yellowstone Division territory. Yellowstone Division trainmen will be assigned to the Mott Line and the Mandan North Line to do all regular work, with the exception that two Fargo (Old Dakota) Division trainmen will remain employed on each of the aforesaid branches and will have choice of runs on those branch lines over all Yellowstone Division trainmen, the Fargo 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) Fargo (Old Dakota) Division trainmen will be used. in the event of the Mandan North Line being extended west of Killdeer, requiring work train service, Yellowstone Division trainmen may be used on such work.

(b) In the event of one or both of these branch lines being extended westward and connected with

77

the main line, the Fargo (Old Dakota) Division trainmen assigned to service on that particular branch line will no

longer hold this arbitrary right to runs over Yellowstone Division trainmen, but will be required to transfer and assume their 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 rule, the schedule rules and regulations in effect will govern.

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

ARTICLE IV YARD SERVICE Rates of Pay

	Per Day	Per Hour	Per Hour	3/16
				Overtime
Rule 96. (a)				
Foreman	\$17.36	\$2.17	\$3.266	
Helpers	16.60	2.0626	3.096	
Switchtenders	14.96	1.87	2.806	

Note: The rates shown include the additional four (4) cents per hour (32 cents per day) as provided in paragraph (d) of Article 1B of BRT Agreement "A" pursuant to adoption of the five day work week in yard service.

PILOT SERVICE

(b) Pilots will receive foreman's pay. Engine herders will receive helper's pay.

ASSIGNED TO OTHER THAN YARD WORK

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

BASIC DAY

Rule 97. (a) Eight hours or less shall constitute a day's work.

OVERTIME

(b) Regular Men: Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two

78.

shifts to change off; or where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

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

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

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

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

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

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

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

(5) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where

79.

there is another man available to perform the work at pro rata rate.

Note 1: On railroads where a seniority board is in effect in cases where there is a man or men on such board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

Note 2: The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employe's relief fails to report at the fixed starting time.

FIVE-DAY WORK WEEK

Rule 98. Adopted from Article 3, Agreement "A" of May 26, 1951:

Section 1. (a) Beginning on the date this Agreement becomes effective on any carrier, such carrier will establish, for all classes or crafts of yard service employes covered by this Article 3, subject to the exceptions contained therein, a work week of forty hours, consisting of five consecutive days of eight hours each, with two days off in each seven, except as hereinafter provided. The foregoing work week rule is subject to all other provisions of this Article 3.

(b) Due to the necessity of changing existing assignments to conform to the reduced work week provided for in Section 1, the Carriers will, prior to the effective date, post notices or bulletins as required by schedule, bulletin rules or practices in effect.

(1) Railroads or portions thereof on which yard assignments are bulletined:

Listing the days off of regular assignments and advertising regular relief assignments.

(2) On properties or portions thereof operating under the strict seniority or mark-up plan yard service employees shall select and be assigned "days off" periods as provided for below:

(a) Listing regular assignments according to service requirements.

(b) After all known assignments for yard service employees have been posted, all yard service employees will be required to make seven choices of their preferred "days off" period and the local chairman and local officers will co

80.

operate in assigning the employees their "days off" period in accordance with their seniority. After "days off" have been assigned yard service employees will exercise seniority on the days of their work week in accordance with rules or practices in effect on individual properties or yards.

(c) After the "days off" periods have been assigned as referred to in Section 1(b) (2) (b) days off periods assigned to individual employees shall remain unchanged except when a vacancy occurs in a "days off" period, a new assignment is created, or when affected by a force reduction. Employees exercising seniority to other "days off" periods will be governed by the provisions of Section 11(b).

(d) Extra men will be handled in accordance with Section 6.

(3) The changes as enumerated above shall begin on the effective date of this Article 3, and employees may exercise seniority rights to select the assignment, or days off of their choice.

(4) After assignments as referred to in Section 1(b) (1) and Section 1(b) (2) (a) have been made changes thereafter shall be made in accordance with schedule, bulletin rules or practices in effect.

Section 2. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for extra or unassigned employees shall mean a period of seven consecutive days starting with Monday.

Section 3. (a) When service is required by a carrier on days off of regular assignments it may be performed by other regular assignments, by regular relief assignments, by a combination of regular and regular relief assignments, or by extra employees when not protected in the foregoing manner. (This does not disturb rules or practices on roads involving the use of emergency men or unassigned employees.) Where regular relief assignments are established, they shall, except as otherwise provided in this agreement, have five consecutive days of work, designated days of service, and definite starting times on each shift within the time periods specified in the starting time rules. They may on different days, however, have different starting times within the periods specified in the starting time rules, and have different points for going on

81.

and off duty within the same seniority district which shall be the same as those of the employee or employees they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(b) Where regular relief assignments cannot be established for five consecutive days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3 (a), such assignments may be established for five consecutive days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off

duty in the same seniority district which shall be the same as those of the employe or employes they are relieving, except that in a seniority district having more than one extra board, such relief assignments as are established will be manned from the territory allotted to a particular extra board.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with schedule or bulletin rules.

(d) Rules providing for assignments of crews "for a fixed period of time which shall be for the same hours daily" will be relaxed only to the extent provided in (a) and (b) of this Section 3.

(e) Regular relief assignments for yard crews will be established for the crew as a unit, except in yards operating under strict seniority or mark-up rules. However, if an operational problem exists or arises which makes it impracticable to relieve regular or regular relief crews as a unit, or if either of the parties on a property desires, the designated days off need not be the same for individual members of a crew.

Representatives of the carrier and of the employes will cooperate in designating days off of individual members of a crew.

Note: it is recognized in the application of the foregoing that the nature of the work on certain assignments will require that some member or members of the crew have knowledge of the work of the assignment and that this will be considered one of the operational problems.

(f) Except as otherwise provided for in this Section 3, regular relief assignments shall be established in conformity with rules in agreements or practices in effect on individual properties governing starting times and bulletining of assignments, and when so established may be changed thereafter only in accordance with schedule and bulletin rules.

Section 4. At points where it is not practicable to grant two consecutive days off in a work week to regularly assigned or regular relief employes, agreements may be made on the individual properties to provide for the accumulation of days off over a period not to exceed five consecutive weeks.

If the carrier contends it is not practicable to grant two consecutive days off to a regularly assigned or regular relief employe and that it is necessary to establish non-consecutive days off, representatives of the carrier and representatives of the employes will confer and endeavor to agree upon accumulation of days off or the establishment of non-consecutive days off. If such representatives fail to agree, the carrier may nevertheless establish non-consecutive days off, subject to the right of the employes to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that it was not practicable to grant two consecutive days off.

Section 5. On properties where men hold seniority in both road and yard service and work from common extra boards protecting both classes of service, such extra boards will be separated except as otherwise provided in the Note following this Section 5. On these properties separate extra boards covering road and yard service respectively will be established and regulated in accordance with applicable rules on the individual properties consistent with service requirements. Employes on common extra boards which are separated will exercise their choice to work on either the road or yard board in accordance with their seniority rights.

Employes selecting yard extra boards will remain on same for at least seven calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or when they bid in a regular assignment in yard service as hereinafter provided.

Regular or extra yard service employees bidding into road service, regular or extra, will not be permitted to work in road service other than as provided in the following paragraphs until the expiration of their work week in yard service. Employees on the yard extra board bidding in regular or regular relief assignments in yard service or employees on strict seniority or mark-up boards exercising seniority to different "days off" periods will be governed by the provisions of Section 11 of this Article 3.

83.

Employees selecting yard service under this Section 5 will be considered as not available for road service during any work week except as provided herein. Where one of the boards becomes exhausted, employees on the other board may be used for work ordinarily falling to men off the exhausted extra board and will be considered as still attached to the board of their selection. Such employees will be compensated for each tour of service on the basis of payments as provided for by rules in effect on the various properties covering service performed from common extra boards.

Rules relating to the exercise of seniority will be relaxed to the extent necessary to comply with this Section 5.

Note: In instances where because of the limited amount of work involved separation of such boards is not practicable, the matter shall be negotiated between representatives of employees and representatives of management on individual properties and reasonable arrangements entered into looking to the maintenance of common boards.

Section 6. Extra or unassigned employees may work any five days in a work week and their days off need not be consecutive.

Section 7. (a) In event a regular or regular relief job or assignment is annulled for one day or more, the yard service employee or employees holding the job or assignment may exercise their seniority in accordance with rules in effect on the property.

(b) Any yard service employee or employees who because of their seniority standing, or for other reasons, are unable to place themselves on a regular job or assignment on the day or days their job or assignment is annulled, will revert to the extra board and be placed thereon, in addition to the men then on the extra board, in accordance with rules in effect on the property.

(c) In event a regular or regular relief job or assignment is annulled for one day or more and any or all of the displaced yard service employees

84.

are unable to displace an employee or employees with lesser seniority on such day or days, thereby being deprived of working one or more of the five days of the job or assignment, such yard service employee or employees, if they so desire, shall be placed on the extra board in addition to the men then on the board so as to be available for work on the sixth and/or seventh day of the work week to provide them an opportunity to work five straight time shifts during the work week, provided: (1) that such yard service employees endeavored to exercise their seniority as provided in paragraphs (a) and (b) of this Section 7, (2) that such yard service employees are used from the extra board in accordance with rules in effect on the property and (3) that such service for the first eight hours on such sixth and/or seventh days will be paid for at straight time rates, until such employee or employees have worked five straight time shifts in that work week, any service in excess of eight hours on such days to be paid for under the overtime rules.

Section 8. (1) Existing rules which relate to the payment of daily overtime for regular yardmen and practices thereunder are not changed hereby and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time rate.

(2) Overtime rules relating to extra yardmen as provided for in Section 8(2) of agreement have been incorporated in paragraph (c) of Rule 97.

(3) Employees worked more than five straight time eight-hour shifts in yard service in a work week shall be paid one and one-half times the basic straight time rate for such excess work except:

(a) Where days off are being accumulated under Section 4 of this Article 3;

(b) When changing off where it is the practice to work alternately days and nights for certain periods;

(c) When working through two shifts to change off;

(d) Where exercising seniority rights from one assignment to another;

(e) Where paid straight time rates under existing rules or practices for a second tour of duty in another grade or class of service.

85.

In the event an additional day's pay at the straight time rate is paid to a yard service employee for other service performed or started during the course of his regular tour of duty, such additional day will not be utilized in computing the five straight time eight-hour shifts referred to in this paragraph (3).

(4) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for at straight time rate for work referred to in paragraph (3) of this Section 8, be utilized in computing the five straight time eight-hour shifts referred to in such paragraph (3) of this Section 8, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime. Existing rules or practices regarding the basis of payment of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., also for calls, basic day, transfer time, stand-by time, and compensation therefor, preparatory time, starting time (except as otherwise provided in Section 3) and similar rules are not affected by the provisions of this Article 3.

(5) Any tour of duty in road service shall not be considered in any way in connection with the application of the provisions of this Article 3, nor shall service under two agreements be combined in any manner in the application of this Article 3.

Section 9. This section of Article 3, Agreement "A", has been canceled.

Section 10. Existing weekly or monthly guarantees producing more than five days per week shall be modified to provide for a guarantee of five days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 11. (a) All regular or regular relief assignments for yard service employees shall be for five (5) consecutive calendar days per week of not less than eight (8) consecutive hours per day, except as otherwise provided in this Article 3.

(b) An employee on a regular or regular relief assignment in yard service who takes another regular or regular relief assignment in yard service, or

86.

selects another "days off" period on a strict seniority or mark-up board in yard service, will be permitted to go on the assignment or "days off" period of his choice, and will take the conditions of that assignment or "days off" period, but will not be permitted to work more than five (6) straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week of the assignment or "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such employee to work one or more days of the assignment of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate

(c) An employee on a yard extra board who takes a regular or regular relief assignment in yard service will be permitted to go on the assignment of his choice and will take the conditions of that assignment.

An employee on a regular or regular relief assignment who goes on an extra board will take the conditions attached to the extra board, but will not be permitted to work more than five straight time eight-hour shifts, as referred to in paragraph (d) of this Section, in the work week starting with the Monday in which the change is made.

(d) Except as provided in paragraphs (b) and (c) of this Section, employees, regular or extra, will not be permitted to work more than five straight time eight-hour shifts in yard service (excluding the exceptions from the computations provided for in Section 8, paragraphs (3) and (4)) in a work week, unless the extra board has been exhausted and the exigencies of the service require the use of additional men, in which event senior available employees in the class in which the vacancy occurs shall be used in accordance with applicable rules or practices in effect on individual properties.

Section 12. (a) Where reference is made in this Article 3 to the term "yard service" it shall be understood to have reference to service performed by employees governed by yard rules and yard conditions.

(b) Section 3(e) and Section 5 of this Article 3 shall not apply to:

Car Retarder Operators
Hump Motor Car Operators (Chauffeurs)
levermen
Switchtenders (sometimes classified as Switchmen)

87.

(c) None of the provisions of this Article 3 relating to starting time shall be applicable to any classification of employees included within the scope of this Article 3 which is not now subject to starting time rules.

Section 13. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards, the operation of working lists or "mark-up-boards", etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis.

Section 14. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the five-day work week agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3, provided that such understandings shall not be inconsistent with this Article 3.

ASSIGNMENTS

Rule 99. Yardmen shall be assigned for a fixed period of time which shall be for the same hours daily for all

regular members of a crew. So far as it is practicable assignments shall be restricted to eight hours work.

STARTING TIME

Rule 100. (a) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours' advance notice. Practices as to handling of transfer crews are not affected by this section.

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

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

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

88.

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

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

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

Note: Any engine worked more than three consecutive days will be governed by paragraph (e) of this rule.

(h) Exceptions to starting time may be agreed upon by the Superintendent and Local Committee, to cover local service requirements, subject to the approval of the General Manager and the General Chairman.

Trains handling employes and assignments to work train service may be started during any of the periods provided in Sections (b) or (d), and may be started without penalty as early as 5:30 A.M.

INTERPRETATION OF SEPTEMBER 1, 1920 CONCERNING RULE 100, ARTICLE IV

Question: A yard crew on the third shift starts work at 12 midnight January first. Should this crew be considered as having worked on that date or as having worked on January second, the following date?

Answer: This crew should be considered as having worked on January first and the time credited to that date.

CALCULATING ASSIGNMENTS AND MEAL PERIODS

Rule 101. The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

POINT FOR BEGINNING AND ENDING DAY

Rule 102. (a) Yard crews shall have a designated point for going on duty, and a designated point for going off duty. Pay of yardmen shall continue until they reach point at which they start work.

89.

(b) Yardmen reporting for duty after being called and not performing service will be paid one day.

LUNCH TIME

Rule 103. (a) Yard crews and switchtenders will be allowed 20 minutes for lunch between 4 1/2 and 6 hours after starting work without deduction in pay.

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

(c) Switchtenders will be held responsible for their regular duties during lunch period.

Note: The lunch period must be given and completed within 4 1/2 and 6 hours after starting work.

MINIMUM CREW

Rule 104. Yard crews shall consist of a foreman and not less than two helpers, and yardmen will not be required to work with less than a full crew as specified in this rule.

REST PERIOD

Rule 105. Regular yardmen required to work sixteen hours will resume work when their rest period is up under the federal law, and then be permitted to work eight hours or paid therefor.

BULLETIN REGULAR AND EXTRA MEN

Rule 106. (a) A bulletin shall be kept in each yard office, upon which assigned crews and extra men shall be registered.

CREW ASSIGNMENT

(b) A crew board shall be kept in each yardmaster's office, and at 100 P.M. each day crews will be marked up for the succeeding 24 hours and yardmen who are on a leave of absence will, when resuming service, report in advance of the time set for marking up crews.

Extra men shall not be required to report except at 100 P.M. and if for any reason a vacancy occurs thereafter they shall be called.

Note: Extra men will understand that they are subject to call at any time, unless laying off.

90.

SWITCHING LIMIT ZONES

Rule 107. (a) Switching limit zones will be established including all yards in switching operation at -

Head of the Lakes,
Twin Cities,
Dilworth, Moorhead and Fargo.

Marked by switching limit boards:

Duluth, Superior, Central Avenue and Superior East End, one zone.
St. Paul, Minneapolis and Northtown, one zone.
Dilworth, Moorhead and Fargo, one zone.

Where switching limits are not defined, yard limits will govern the working zone of yardmen, and yardmen will do all yard, work train and transfer work within yard or switching limits, except:

TRANSFERS LAKE SUPERIOR DIVISION

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

TRANSFERS ST. PAUL DIVISION

(c) 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.) St. Paul Division roadmen may be permitted to handle stock and perishable freight destined to St. Paul and stock yards.

Crews handling stock trains through to St. Paul or stock yards, may be required to handle empty stock cars returning from stock yards or St. Paul to Northtown.

The White Bear transfer runs will be handled by road crews.

TRANSFERS LAUREL AND BILLINGS EAST HELENA YARD CREW

(d) The transfer work between Laurel and Billings will be handled by roadmen. The yard work at East Helena will be handled by yardmen and no penalty time will be allowed road or yardmen on account of yardmen going to East Helena to do switching at that point.

WORK TRAIN WORK

(e) Road men shall have the right to man work trains that are operated partly within switching or
91.

yard limits, and partly on the road adjacent to such yard or switching limits; except where there is a sufficient amount of work inside of yard or switching limits to warrant assigning a crew to that service, a yard crew will be used.

SWITCHING SERVICE AT INTERMEDIATE POINTS

(f) When it becomes necessary to assign a crew to exclusive switching service at an intermediate point, a road crew will be assigned; in such cases road rates and rules will apply, but in no case will the rate paid be less than yard

rates.

Note: This will not operate to displace yardmen now holding such positions.

SNOW TRAINS

(g) Yardmen shall have the right to man all snow trains operating in yard limits.

SWITCHING SERVICE FOR NEW INDUSTRIES AND CHANGING SWITCHING LIMITS

Rule 107-1. Adopted from Article 10 of May 25, 1951 Agreements:

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

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

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

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the

92.

questions submitted to it. The award of the Board shall be final and binding upon the parties.

(c) Where, after the effective date of this agreement, an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location and may perform such service with yard crew from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movement from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain unchanged unless and until changed in accordance with paragraph (b) hereof.

The yard conductor (foreman) or yard conductors (foremen) involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this paragraph (c) and a statement of such time shall be furnished the General Chairman or General Chairmen representing yard and road crews by the carrier each month. Unless some other plan for equalization of time is agreed to by the General Chairman or General Chairmen representing yard and road crews, the carrier shall periodically offer to road employees the opportunity to work in yard service, under yard rules and conditions, on assignments as may be mutually agreed upon by the local representatives of the employees involved, for a period of time sufficient to offset the time so consumed by yard crews outside the switching limits. In

the event such local representatives fail to agree, the carrier will designate such assignments but shall not be subject to penalty claims because of doing so. Such equalization of time shall be apportioned among employees holding seniority as road conductors or road brakemen in the same ratio as the accumulated hours of yard conductors (foremen) and yard brakemen (helpers).

93.

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

(This rule (a) through (d) became effective August 1, 1951.)

**USE OF LOCOMOTIVE CRANES AND OTHER
SELF-PROPELLED MACHINES IN YARDS
(Adopted from Agreement Effective
February 5, 1926)**

Rule 108. (1) The use of locomotive cranes or other self-propelled machines for switching cars in yards, using employees other than yardmen to perform such work, is prohibited except as hereinafter stated.

(2) When cars to be loaded or unloaded by these machines are located in yards other than shop, store or material yards, yard crews will assemble and place them on designated tracks.

(3) Except as provided in paragraph 4, when locomotive cranes or other self-propelled machines are used to load or unload cars and in so doing it is necessary to make more than one switch during the day's work, a yard foreman will be assigned unless such switching moves are made by yard crews.

(4) The use of locomotive cranes or other self-propelled machines, operated by employees other than yardmen, in South Tacoma, Livingston, Como and Brainerd shop, store, or material yards, will be restricted to the switching of and the switching out of cars which they load or unload including the weighing of such cars where scales are located in shop, store or material yards.

LETTER INTERPRETATION, OCTOBER 9, 1952

Note: In the application of the agreement effective February 5, 1926, covering "Use of Locomotive Cranes and other Self-propelled Machines In Yards", commonly referred to as the Locomotive Crane Agreement, the following interpretation will govern:

(1) A boom or idler car and/or a tender, attached or coupled to a locomotive crane or other self-propelled machine, will be accounted as part of the machine; but, if uncoupled and switched separately, will be accounted as a separate car.

(2) The term "one switch", as used in Section 3, means the switching of a car (or two or more

94

cars coupled together and switched as one unit) from a track on which it was placed by a yard crew in accordance with the provisions of Section 2, including the movement from and return to the track from which the car is switched, or vice versa.

(3) A locomotive crane or other self-propelled machine may be moved light (without cars) from the track upon which it has been stored or tied up, or upon which it has been placed by a yard pilot or yard crew, to another track upon which it is to be used, and/or from the track upon which it has been used to the track upon which it is to be

stored or tied up, provided that employes other than yardmen are not required to throw, or line, more than one switch for the movement of such machine in each direction during the course of each day's work; and provided further that, when such a machine in making a movement as outlined above is required to move in the opposite direction to enter or leave a track as described above, and there is not sufficient distance to permit the movement between the switch to be used and the next adjoining switch, which may not be properly lined, such adjoining switch may be thrown or lined by employes other than yardmen to permit the movement to be made.

Nothing contained in these interpretations shall be construed as limiting or in any manner changing the undisputed interpretation of the provisions of Section 4 of the said Locomotive Crane Agreement and recognized practice which permits the movement of locomotive cranes and other self-propelled machines for purposes other than the switching of and the switching out of cars from or to any track or tracks within the South Tacoma, Livingston, Como and Brainerd shop, store or material yards by employes other than yardmen who man such machines.

SENIORITY RIGHTS OF YARDMEN

Rule 109. (a) Seniority rights of yardmen will date from the day they first performed service in the yard where employed.

(b) The right to preference of work and promotion will be governed by seniority in service.

(c) Except as otherwise provided, trainmen will have no rights in yard service. When it becomes necessary to use roadmen in yard service, the practice will not operate to prevent yardmen from exercising their seniority on preferred assignments.

95.

(d) In case of emergency, extra yardmen may work in train service, but will be marked up on the yardmen's extra list upon their return to home terminal.

(e) Yardmen temporarily used in train service will not lose their rights thereby.

(f) In the appointment of yardmasters and assistant yardmasters, the oldest qualified yardman shall be considered.

(g) Assigned yardmen will not be permitted to exercise their seniority to enable them to work more than one shift in a calendar day period when other yardmen are available.

(h) Yardmen will be given the usual notice of change in working conditions as will enable them to exercise their seniority rights.

INTERCHANGEABLE SENIORITY RIGHTS TRAIN AND YARD SERVICE

(i) The following Sections 1 to 9, inclusive, covering interchangeable seniority rights in train and yard service, are adopted in accordance with agreement dated October 27, 1953:

SENIORITY DISTRICTS

Section 1. Effective December 1, 1953, interchangeable seniority rights will be established for trainmen

(brakemen) and yardmen (yard foremen and helpers) as hereinafter provided for on each of the seniority districts as described in paragraphs (a) to (l), inclusive, of this Section 1.

- a. Lake Superior Division, including Duluth, Superior, Brainerd, Cloquet and Bemidji Yards.
- b. St. Paul Division, East of Staples, including St. Paul-Stillwater and Minneapolis Yards.
- c. St. Paul Division, Staples and West, including Staples and East Grand Forks-Grand Forks Yards.
- d. Fargo Division, First District, including Dilworth-Fargo-Moorhead Yard.
- e. Fargo Division, Second District, including Jamestown Yard.
- f. Yellowstone Division, East of Billings, including Mandan, Dickinson, Glendive and Forsyth Yards.
- g. District known as the Old Montana Division, including Billings, Laurel, Livingston, Butte and East Helena Yards.

96.

- h. Rocky Mountain Division, Helena and West and West from Butte, including Missoula and Helena Yards.
- i. Idaho Division (East), including Yardley Spokane Yard.
- j. Idaho Division (West), including Pasco Yard.
- k. Tacoma Division (Seattle District), including Yakima, Auburn, Seattle and Everett Yards.
- l. Tacoma Division (Tacoma District), including Tacoma, Centralia, Hoquiam and Aberdeen Yards.

PRIOR RIGHTS

Section 2. (a) Trainmen holding seniority dates as brakemen in road service as of the close of the day preceding November 1, 1953, will retain prior rights in road service on their respective seniority districts according to their then existing relative seniority status. Yardmen holding seniority dates as such as of the close of the day preceding November 1, 1953, will retain prior rights in yard service in the respective yards where employed according to their then existing relative seniority status.

Seniority rosters will be prepared for each seniority district showing the names and seniority dates of brakemen with prior rights in road service on the respective seniority districts as of the close of the day preceding November 1, 1953. Seniority rosters will be prepared showing the names and seniority dates of yardmen (yard foremen and helpers) with prior rights in yard service at the respective yards where employed as of the close of the day preceding November 1, 1953. These rosters will be captioned, "Prior Right Trainmen", or "Prior Right Yardmen", whichever is appropriate, "as per agreement dated October 27, 1953."

Trainmen or yardmen employed prior to the close of the day preceding November 1, 1953, if suspended on account of force reduction prior to the effective date of the agreement before having worked six (6) months, or an aggregate of 180 days of service in the previous 365 consecutive days, will be permitted to retain their seniority dates as of the last date of entering service prior to November 1, 1953, so that they may retain prior rights as herein provided for, notwithstanding provisions to the contrary in Rules 90(b) and 112(b) of existing agreements, and amendments thereto, which were effective as of August 1, 1940, but provided

97.

they return to service within ten (10) days after being notified to do so by proper authority.

Employees (brakemen or yardmen) employed on and after November 1, 1953, will not be considered as having any prior rights to service, and will not be included or added to the seniority rosters showing the names of brakemen and yardmen, respectively, who are to retain prior rights as provided for herein.

(b) Trainmen with prior rights in road service shall have prior rights to promotion to conductor in accordance with the applicable schedule rules.

(c) Yardmen with prior rights in yard service shall have prior rights in the appointment of yardmasters, and in the performance of extra yardmasters' work in the respective yards in which such prior rights are held, governed by the provisions of paragraph (f) of Rule 109 of the Train and Yardmen's Schedule, and letter agreement relating to performance of extra yardmasters' work. (Letter dated April 7, 1949, from Chief of Personnel H. W. McCauley, addressed to Vice President L. C. Malone and Chairman P. K. Byers of the General Grievance Committee, Brotherhood of Railroad Trainmen.)

Note: The phrase "prior rights" means that trainmen or yardmen with prior rights to service on a particular seniority district or at a particular yard, shall be considered as having seniority preference over men who, although older in service, hold no prior rights on such seniority district or at such yard.

INTERCHANGEABLE SENIORITY RIGHTS

Section 3. (a) During the thirty (30) day period, preceding the effective date of this agreement, seniority rosters will be prepared, consisting of a separate roster for each of the seniority districts as described in Section 1 hereof. Each roster will designate the seniority district covered, and will be captioned, "Train and Yardmen in Service with Interchangeable Seniority Rights in Train and Yard Service, effective December 1, 1953, subject to the terms and conditions of Agreement dated October 27, 1953."

Rosters of employees with interchangeable seniority rights under the terms of this agreement, shall include the names of all trainmen (brakemen) and all yardmen (yard foremen and helpers) of each seniority district in the relative order of their

98.

age in service in either train or yard service as reflected by their seniority dates as brakemen or yardmen prior to November 1, 1953. The rosters will show the rank number, name of each brakeman or yardman and seniority date in either capacity, as reflected by the rosters showing the names of each individual brakeman or yardman with prior rights.

Employees entering the service of the Railway Company in train or yard service on and after November 1, 1953 shall have their names added to the rosters covering interchangeable seniority rights in accordance with their relative dates of first entering service, but will not be permitted to assert interchangeable seniority rights from road to yard service, or vice versa, or from one yard to another until the effective date of this agreement.

Employees entering the service on and after November 1, 1953, if suspended on account of force reduction prior to the effective date of this agreement, will be permitted to retain their seniority dates up to and including the effective date of this agreement, at which time, if their seniority then permits, they may exercise their interchangeable seniority rights.

Note: Except as specifically provided in the foregoing paragraph of this Section 3(a), and in the third paragraph

of Section 2 (a) of this agreement, rules of existing agreements relating to establishing, acquiring or retaining seniority dates shall govern.

(b) Employees, commencing with the effective date of this agreement, may assert their seniority to road or yard service, or from one yard to another, on their seniority district, in accordance with their relative seniority standing, subject to prior rights of brakemen or yardmen as provided for in Section 2 hereof, and subject to the conditions prescribed in Section 4 hereof.

EXERCISE OF INTERCHANGEABLE SENIORITY RIGHTS

Section 4. (a) Employees in the exercise of interchangeable seniority rights may, by written application to proper authority, transfer from road to yard service, or from yard to road service, provided that at the time actual transfer is made, their seniority will entitle them to hold service as a regular man in the service to which transferred. An employee exercising such right, must remain in the service (road or yard service) to which transferred

99.

for a period of not less than six (6) months, except when reduced to the status of an extra man because of insufficient seniority to hold service as a regular man in the service to which transferred.

(b) Under the foregoing paragraph, an employee who transfers from yard to road service will not be prevented from exercising his seniority to the brake men's extra board in preference to placing himself on a regular position as brakeman during the six (6) months' period. However, such employee, when reduced to the status of an extra man because of insufficient seniority to hold service as a regular man in the service to which transferred, may then in the exercise of interchangeable seniority rights, transfer back to yard service if his seniority is sufficient to permit him to work as a regular yardman in the yard to which he desires to transfer.

For the purpose of application of paragraph (b) of Section 4(a), a temporary vacancy in place of a regular man laying off will be treated as a vacancy for a regular man at the end of thirty (30) days.

(c) Employees in yard service, or employees who transfer from road to yard service under the provisions of paragraph (a) of this section, may exercise their seniority from one yard to another on the seniority district without restriction, provided that their seniority is sufficient to permit them to mark up as regular yardmen. Application for transfer must be made in writing.

No employee who has transferred to yard service will be permitted to return to road service until expiration of the six (6) months' period if his seniority entitles him to a regular position in yard service on his seniority district.

An employee reduced to the status of an extra man in the yard to which he has assigned himself, may elect to remain on the extra list at such yard in preference to exercising his seniority as a regular yardman at another yard on his seniority district.

An employee in yard service reduced to the status of an extra man, and whose seniority will not permit him to hold regular yard service on his seniority district, who elects to work extra in yard service the first day following the loss of regular status, must except as otherwise provided, remain on such extra list for at least seven (7) consecutive calendar days.

(d) Except as may be mutually agreed upon, employees covered by this agreement affected by

force reduction will not be furloughed until such employees have exhausted their seniority in both road or yard service. Such employees must assert their seniority and remain in service as long as their seniority permits them to hold service, either regular or extra, on the district where they hold rights.

EXTRA BOARDS - EXTRA LISTS

Section 5. (a) Separate extra boards covering road service and extra lists covering yard service, respectively, will be maintained and regulated in accordance with applicable schedule rules. Extra lists covering yard service will be regulated consistent with service requirements.

Note: In instances where because of the limited amount of work involved separation of such boards and extra lists is not practicable, the matter shall be negotiated and reasonable arrangements entered into for the operation of a common extra board.

(b) Employees selecting yard extra lists will remain on same for at least seven (7) consecutive calendar days, except when cut off by reduction in force, when required to protect their seniority as yardmasters, or as conductors, or when exercising seniority to a regular assignment in yard service.

DEADHEADING

Section 6. It is understood and agreed that the terms of this agreement shall not be construed as changing any of the provisions contained in the existing Train and Yardmen's Schedule concerning deadheading or payments for deadheading affecting employees in road service, or affecting employees in yard service. It is understood and agreed that deadheading resulting from the exercise of interchangeable seniority rights by employees transferring from road to yard service, or from yard to road service, or from one yard to another, will not be paid for.

GENERAL

Section 7. Employees in the exercise of interchangeable seniority rights who have transferred from road to yard service will be governed by rates of pay and rules in yard service, and those who have transferred from yard to road service will be governed by rates of pay and rules in road service. It is understood and agreed that the terms of this agreement shall not of itself be construed as authorizing abandonment of yard service at any

101.

yard or in any manner modifying or amending effective applicable schedule rules with respect to separation of road and yard work.

Section 8. It is understood and agreed that the provisions of this agreement shall not be construed as modifying, amending or changing provisions of applicable schedule rules with respect to employees eligibility for promotion to conductor and/or protecting seniority as conductor; nor as modifying, amending or changing provisions of applicable schedule rules and agreements governing appointment to yardmaster and/or protecting seniority as yardmaster. However, it is recognized that problems may arise in the administration of this agreement with respect to these matters, wherefore it is understood and agreed that in the event such problems arise, mutually satisfactory arrangements will be agreed upon.

Section 9. Nothing contained herein shall be construed as modifying or changing schedule rules or agreements except as herein specifically provided for.

Note: Provisions of Rule 109 (a) to (h), inclusive, are to be construed as subject to the provisions of paragraph (i) of Rule 109 establishing interchangeable seniority rights for train and yardmen, and also subject to letter agreements dated October 27, 1953 and November 16, 1953 appearing on pages 184 to 188.

SENIORITY RIGHTS OF SWITCHTENDERS

Rule 110. (a) Seniority rights of switchtenders will date from the day they first performed service in yard or terminal where employed.

(b) The right to preference of work will be governed by seniority in service.

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

(d) In filling vacancies in positions of switchtenders, preference shall be given to train and yardmen disabled in the service of the company, whenever injuries are not such as to unfit them for such duties. Disabled train and yardmen desiring to be considered in line for such positions may file applications with the proper officer of the company upon the division where the injury was received.

102

POSTING SENIORITY ROSTER

Rule 111. A correct seniority list of yardmen and switchtenders shall be furnished local chairmen every six months, as of January first and July first of each year, and copies will be furnished to be posted in convenient places in yard offices to which yardmen shall have access at all times.

LEAVE OF ABSENCE

Rule 112. (a) Except in case of sickness or disability and as provided for in this rule, leave of absence exceeding eighteen (18) months will not be granted within any two year period.

SUSPENDED LIST

(b) Yardmen or switchtenders on suspended list account reduction in force, who have been in service as such six (6) months or more, may hold their seniority rank and be granted leave of absence provided they return to work when requested by proper authority.

A yardman or switchtender placed on the suspended list account reduction in force who has been in service as a yardman or switchtender, respectively, less than six months, but who in the previous 365 consecutive days was in service an aggregate of 180 days as yardman or switchtender, respectively, will, if he returns to service as yardman or switchtender, respectively, within ten days after being notified to do so by proper authority, retain the seniority date which he acquires by his last entrance into service. The term "in service an aggregate of 180 days" means 180 days during a period of 365 consecutive days during which such an employe was not on the suspended list as yardman or switchtender, respectively, on account of reduction in force. (The second paragraph of (b) amending first paragraph, became effective August 1, 1940.)

Note 1: Under Rule 112(b), in returning men to service, they should be returned in the order of their original employment.

Men who are returned to service and who report for service within ten days after being notified to do so, will be considered as having reported for service in the order of their original employment.

Note 2: Provisions of Rule 123 are not in any way changed by the second paragraph of Rule 112 (b), nor by the provisions of Note 1.

103.

SERVING ON COMMITTEES

(c) Yardmen or switchtenders serving on grievance committees shall have leave of absence upon request to serve on such committee.

ASSIGNED TO OTHER DUTIES

(d) In case a yardman or switchtender is assigned to a position other than in yard service, or is employed by the Brotherhood of Railroad Trainmen, his seniority rights as yardman or switchtender will not be impaired by reason of such assignment, or employment, and his rank on the seniority list will be such as he would have gained had he been continuously employed in yard service.

TRANSFER TO OTHER DIVISIONS

Rule 113. (a) In case of shortage of train or yardmen on another division on the system, yard or trainmen may, if agreeable to all concerned, be transferred temporarily to such division where shortage exists, and shall lose no rights on original division or in original yard provided they return within six (6) months.

(b) Men temporarily transferred will take temporary date on division transferred to on the interchangeable seniority rights roster from the date they perform service on the division transferred to; if permanently transferred will hold seniority from date of temporary transfer.

(c) Such men will not be paid while enroute from one point to another and will have the privilege of returning to original yard or division when request is made if made prior to expiration of six months as provided for in paragraph (a) of this rule.

TRANSPORTATION OF HOUSEHOLD GOODS

Rule 114. When yardmen are obliged to transfer from one point to another on account of change of division or on account of changing from one yard to another, free transportation will be furnished for their household goods.

DEADHEADING

Rule 115. Yardmen or switchtenders deadheading at the request of an officer of the company to fill a vacancy in yards under the jurisdiction of their superintendent will be allowed a minimum of one day in each direction for deadheading, except if yardmen or switchtenders are not released from

104.

duty between the deadhead trip and the service rendered, or between the service rendered and the return deadhead trip, time will be computed continuously from the time of entering service until released.

Note 1: Yardmen or switchtenders deadheading under the application of this rule, will immediately upon arrival report to the yardmaster to determine whether they will be released or required to continue on duty.

Note 2: Deadheading resulting from the exercise of interchangeable seniority rights by employees transferring from road to yard service, or from yard to road service, or from one yard to another, will not be paid for.

YARDMEN USED IN ROAD SERVICE

Rule 116. Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

Examples:

(1) Crew works 5 hours in yard, then used in road service 4 hours, making 20 miles; total spread, 9 hours.

Allowance: 8 hours at straight yard rates, one hour at yard overtime rates (time and one-half), and four hours at pro rata road rates.

(2) Crew works 3 hours in yard, then used in road service 2 hours, making 10 miles, returning to yard for 4 hours; total spread, 9 hours.

Allowance: 8 hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), and 2 hours at pro rata road rates.

(3) Crew works 7 hours in yard, then used in road service 3 hours, making 18 miles; total spread, 10 hours.

Allowance: 8 hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 3 hours at pro rata road rates.

(4) Crew works 2 hours in yard; used in road service 30 minutes, making 5 miles; returns to yard and works 2 hours; again used in road service for

105.

1 hour, making 10 miles; then returns to yard and works 2 hours and 30 minutes; total spread, 8 hours.

Allowance: 8 hours at straight yard rates, 1 hour at pro rata road rates for first road service and 1 hour at pro rata road rates for second road service.

(5) Crew works 1 hour in yard; used in road service for 1 hour, making 20 miles; returns to yard and works 5 hours; again used in road service for 2 hours, making 15 miles; total spread, 9 hours.

Allowance: 8 hours at straight yard rates, 1 hour at yard overtime rates (time and one-half), 20 miles at pro rata road rates for first road service, and 2 hours at pro rata road rates for second road service.

(6) Crew assigned from 7:00 A.M. to 3:00 P.M.; works 2 hours in yard; used in road service for 1 hour, making 10 miles; returns to yard and works 4 hours; again used in road service for 5 hours, making 25 miles; relieved at 7:00 P.M.; total spread, 12 hours.

Allowance: 8 hours at straight yard rates, 4 hours at yard overtime rates (time and one-half), and 6 hours at pro rata road rates.

(7) Crew assigned from 7:00 A.M. to 3:00 P.M.; works 1 hour in yard; used in road service 9 hours, making 30 miles; relieved at 5:00 P.M.; total spread, 10 hours.

Allowance: 8 hours at straight yard rates, 2 hours at yard overtime rates (time and one-half), and 9 hours at pro

rata road rates.

Note: The term "minimum of one hour" means a minimum of one hour will be allowed for each time used in road service.

TIME SLIPS

Rule 117. (a) When yardmen's or switchtenders' 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 disallowance is given time as reported on time slip will be allowed.

(b) When time of yardmen or switchtenders is short, time check to cover shortage will be issued on request if shortage amounts to one dollar (\$1.00) or more.

106.

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

CABOOSES

Rule 118. Yardmen will be furnished cabooses in transfer service, also on other extended runs justifying cabooses. A yard crew shall be permitted to switch the cabooses required by this rule to the rear end of the train before commencing a transfer or other extended movement. Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service.

ENGINES NOT PROPERLY EQUIPPED NOT TO BE USED

Rule 119. All engines assigned to switching service shall be equipped with headlights and foot boards and proper grab irons at both ends. Any engine temporarily assigned to switching service shall be so equipped at the first opportunity if such engine is to be continued in that service more than one trick. The use of unequipped engines shall not be prolonged by the substitution of one engine for another. This provision, however, shall not apply to engines exclusively used in transfer service.

CHAINING CARS, COUPLING OR UNCOUPLING HOSE

Rule 120. (a) Yardmen will not be required to chain up or unchain cars, couple or uncouple hose, in yards or on repair tracks where car men are employed and on duty.

Note 1: Under this rule yardmen will, if necessary to avoid delay, couple air hose between engine and car.

MEMORANDUM OF AGREEMENT

Memorandum of Agreement between the Northern Pacific Railway Company and the Brotherhood of Railroad Trainmen concerning application of Rule 120 (a) of the Schedule for Train and Yardmen.

IT IS AGREED that:

1. At yard terminals where carmen are employed and on duty, and except as hereinafter provided for, yardmen

will be paid an arbitrary allowance of one hour at pro rata hourly rate in addition to the regular yard pay when required

107.

by order of the yardmaster or supervisory officer to couple hose or uncouple hose manually at points within the yard switching limits. This allowance will apply to the ground crew as a unit regardless of which member of the crew does the work and will be paid only once in the course of each tour of duty on days such service is required.

2. Yardmen may be required to couple or uncouple hose:

(a) between engine and first car, between engine and caboose, or between caboose and last car;

(b) between cars when cuts are made at railroad, highway, street or other crossings;

(c) between cars where cuts are made to set out, or when picking up a car or a cut of cars provided hose on the in-between cars are coupled;

(d) when a doubleover is made in setting out or picking up;

(e) when couplings break after couplings have been properly made;

(f) when attaching or detaching backup pipe, or in case of defective air hose,

in which event the allowance provided in Section 1 of this agreement shall not apply.

3. This agreement is applicable at points within yard territory commonly referred to as outlying yards or industries where carmen are not regularly employed and on duty at all hours. It is not the intention under this agreement to require yardmen to couple or uncouple hose in main train yards within the terminal where carmen are regularly employed and on duty at all times such as, but not limited to, the Mississippi Street Yard at St. Paul and Northtown Yard at Minneapolis.

4. This agreement is effective April 1, 1948 and may be cancelled at any time without further negotiations by either of the parties signatory hereto serving thirty days written notice.

Note 2: In the application of Rule 120 (a) and the Memorandum of Agreement dated effective April 1, 1948, the following, taken from the Referees' Award on the Coupling Function Dispute, dated Washington, D. C., August 1, 1951, and made effective September 1, 1951, shall govern:

Rules, agreements, interpretations or practices which prohibit or restrict the use of yardmen to couple or uncouple air, steam and

108.

signal hose, shall be modified so that there will be no prohibitions or restrictions on yardmen performing such work and no payment therefor will be made but where rules, agreements, interpretations or practices require payment to yardmen under conditions stated therein for coupling or uncoupling air, steam and signal hose, such rules, agreements, interpretations, or practices shall be changed to provide for the payment of only 95 cents.

HANDLING CABLES, SIDEBARDS, ETC

(b) It will not be the duty of yardmen on work trains to handle cables, sideboards, side-doors or other work train appurtenances, or to operate weedburners, rail loaders, lidgerwoods or spreaders.

ATTENDING COURT

Rule 121. (a) Yardmen or switchtenders attending court or inquests under instructions from the company will be allowed the same compensation they would have earned had they remained on their regular assignment plus actual expense. Extra men so used will be allowed 8 hours at yard rates for each day used plus actual expense. Time and expenses to be certified to by company attorney.

ATTENDING INVESTIGATIONS

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

CHARGES TO BE MADE IN WRITING

Rule 122. (a) When objections or charges are made against any yardman or switchtender by other yardmen or switchtenders, they shall be put in writing, and shall convey a full and clear statement of the objections or charges.

INVESTIGATIONS

(b) Yardmen or switchtenders charged with offenses involving suspension or discharge will be advised the nature of such offense in writing and will be given a hearing within five days of such offense, except when it is not possible to secure the necessary witnesses or evidence, a reasonable length of time will be allowed to secure same after which proper notice in writing will be served and hearing given within five days of such notice. No yardman or switchtender will be discharged, suspended, or given record suspension, without full investigation,

109.

at which investigation all parties interested will be notified to be present, and at which any yardman or switchtender under investigation may be represented by an employee of his choice and both will be permitted to be present and offer evidence and also to hear all evidence submitted at investigation, if he so desires--written decision to be rendered promptly.

It is agreed that when a stenographic transcript of the evidence is taken at an investigation, copy will be furnished the representative of the accused if requested.

If yardman or switchtender is not satisfied with decision, he, or his representative, may have right of appeal to Superintendent, continuing such appeal if desired.

If yardman or switchtender is found blameless, he shall be immediately reinstated and paid for time lost at his regular rates for each calendar day.

FILING APPLICATIONS

Rule 123. A yardman or switchtender filing application for position will be notified within 90 days of the acceptance or rejection of his application. If not notified within 90 days (except men who enter service under assumed names) he will be considered accepted.

ARTICLE V GENERAL RE-EMPLOYMENT AFTER VOLUNTARILY LEAVING SERVICE

Rule 124. (a) A man who voluntarily leaves the service of the company and is re-employed, will rank as a new man.

PAY WHEN LEAVING SERVICE

(b) Trainmen, yardmen or switchtenders leaving the service will be paid at the earliest practicable time in full, less the authorized deductions which may be found against their pay.

SERVICE LETTERS

(c) When leaving the service, trainmen, yardmen or switchtenders will be given a letter stating time of service and capacity, such letter to be given within a reasonable length of time from the receipt of application, and to be signed and stamped by the Superintendent.

110.

DISCHARGED AND RETURNED TO DUTY

(d) Trainmen, yardmen or switchtenders who are discharged and who are returned to duty or reemployed within one year, will hold former rank. If re-employed after one year, they will rank as new men.

FRACTIONS

Rule 125. In determining the hourly rate, fractions of a cent will be disposed of by applying next higher quarter of a cent.

TIME LIMIT ON CLAIMS OR GRIEVANCES

Rule 126. (a) All claims or grievances must be presented in writing by or on behalf of the employe or employes involved, to the officer of the Company authorized to receive same, within sixty (60) days from the date of occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the employe or his representative of the reasons for such disallowance. If not so notified the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

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

111.

the parties may by agreement in any particular case extend the one year period herein referred to.

(d) All rights of a claimant involved in continuing alleged violations of agreement, shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier; except that when a claim or grievance involving a continuing alleged violation of agreement is filed for, or on behalf of an employee or employees named or unnamed for initial date of claim and subsequent dates (or tours of duty) by a representative of the organization, as provided for in Section (e) hereof, all rights of the claimant or claimants involved in such a claim shall, under this rule, be fully protected by the filing of such claim, and it will not be necessary for the representative of the organization to continue to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the Carrier.

(e) This rule recognizes the right of representatives of the organization, signatory hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

The local representative of the organization, signatory hereto, may alter, amend, or modify claims they are appealing under paragraph (b) of this rule, provided such changes are made within the sixty (60) day time limit referred to in paragraph (a) of this rule.

The General Chairman of the organization signatory hereto, may amend claims so as to conform with his understanding of the rules pertinent to the issue, provided such claims have been initiated and appealed in accordance with the foregoing paragraphs of this rule.

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

RULINGS

Rule 127. (a) 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 the Superintendent, subject to the approval of the General Manager or other designated officer of the Railway Company.

(b) It is agreed that the General Chairman of the Trainmen's Committee will be furnished copies of all rulings on the schedule.

112.

MEETING GENERAL OFFICERS

Rule 128. If a meeting with the general officers is desired, a written notice stating subjects to be considered must be forwarded to the General Manager or Chief of Personnel fifteen days before date at which conference is desired, and date and time will be fixed as soon as practicable.

RULINGS AND SPECIAL AGREEMENTS

Rule 129. The rules and interpretations herein contained supersede all rules and interpretations or rulings heretofore in effect except that interpretations or rulings, and special agreements, in effect that have not been changed in whole or in part and which are not in conflict with the rules and interpretations of this agreement are to be considered as still in effect.

EFFECTIVE DATE AND DURATION OF AGREEMENT

Rule 130. This agreement, as revised, is effective April 1, 1954, and will remain in effect until changed in accordance with the provisions of the Railway Labor Act.

For the Train and Yardmen:

P. K. BYERS, General Chairman.
Brotherhood of Railroad Trainmen.

For the Northern Pacific Railway Company:

C.H. BURGESS, General Manager
Lines East of Livingston

F.L. STEINBRIGHT, General Manager
Lines, Livingston and West

Approved:
W. W. JUDSON, Vice President

A P P E N D I X

(Title Page)

114

INTERPRETATIONS AND SPECIAL AGREEMENTS

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

* * *

SPECIAL ALLOWANCES PASSENGER CREWS AT EAST AUBURN

Agreement made this first day of September, 1920, between the Northern Pacific Railway Company and the Brotherhood of Railroad Trainmen, covering the operation of passenger trains at East Auburn.

Effective September 1st, 1920:

Brakemen on passenger trains that stop at East Auburn or at Auburn depot to make transfer to or from Tacoma or Seattle connection; also brakemen on passenger trains that make such connections from or to main line passenger trains at East Auburn or at Auburn depot will be allowed twenty (20) minutes pay in addition to all other allowances for the trip at passenger overtime rates. This compensation to cover all work at present required of passenger brakemen in connection with their trains at the two points enumerated, including the coupling or uncoupling of air and steam hose on account of no carmen being employed at either East Auburn or Auburn depot.

The conditions obtaining at this point are somewhat different from the situation on other parts of our line with respect to the character of work required of our passenger brakemen at East Auburn or at Auburn depot when connection is made with through trains, and the allowance as above set forth is agreed to as a matter of equity to compensate passenger brakemen for the services required of them as outlined herein.

The allowance of forty (40) minutes for non-incident work to crews turning train on wye that is not handled by such crews either into or out of East Auburn, will be continued.

Northern Pacific Railway Company

By J. M. RAPELJE
General Manager.

Brotherhood of Railroad Trainmen

By WILLIAM BISHOP,
Chairman.

115.

Note 1: Following is quoted from letter September 24, 1921 from General Manager J. M. Rapelje to General Chairman William Bishop:

Referring to the claim of Brakemen Kirchner and McCandles, Seattle Division, for time consumed turning train on wye at East Auburn while assigned to Seattle Division vaudeville service:

This matter was thoroughly discussed in conference in my office yesterday and it has been agreed that while present conditions exist brakemen Kirchner and McCandles will be allowed 40 minutes for all work performed at East Auburn in making connections at that point and turning train on wye during the course of their day's assignment in vaudeville service between Tacoma and East Auburn and Seattle and East Auburn under the provisions of paragraphs (a) and (b) Rule 12 Article I of the Train and Yardmen's schedule. The payment of forty minutes will be made to brakemen Kirchner and McCandles, and other brakemen in vaudeville service who render similar service, retroactive to May 16, 1921.

The allowance of forty minutes as described is intended to cover all work performed at East Auburn by trainmen assigned to vaudeville service during the course of the day's assignment under the provisions of paragraphs (a) and (b) of the rule referred to, except the payment of twenty minutes allowed at the present time under the agreement of September 1, 1920, which will be continued and paid for in addition to the forty minutes referred to.

It is further my understanding that the payment on the basis outlined above will dispose of the entire matter and that there will be no further request made for additional compensation by brakemen assigned to passenger service for work performed at East Auburn under paragraphs (a) and (b) Rule 12.

Note 2: In accordance with letter understanding of September 3, 1927, when passenger trainmen are required to couple or uncouple air or steam hose at East Auburn or Auburn, in connection with the payment of the arbitrary of 20 minutes under the Agreement of September 1, 1920, such payment should be excluded in computing the earnings applied against the daily earnings guarantee under Rule 7 of the Train and Yardmen's Schedule.

116.

**INTERPRETATION OF APRIL 26, 1921
Concerning Paragraph (b), Rule 74, Article III**

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

Paragraph (b), Rule 74, Article III of the Train and Yardmen's Schedule reads as follows:

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

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 trainman 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 trainman 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 trainman, 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 trainmen for deadheading to enter other train service.

117.

**BASIS OF PAYMENT ON DETOURED
TRAINS EXPENSE ALLOWANCES**

St. Paul Minnesota
August 12, 1921

Mr. Frank Shelver
Chairman, Conductors' Committee
230 Shubert Bldg., St. Paul

Mr. William Bishop
Chairman, Trainmen's Committee
210 Shubert Bldg., St. Paul

Gentlemen:

During conference today it was agreed that passenger conductors and trainmen who were detoured via the Great Northern in the month of June, owing to washout trouble, will be compensated under Rule 28 Article I of the Conductors' schedule, and Rule 18 Article I (now Rule 17) of the Train and Yardmen's schedule, i.e., they will be allowed the actual mileage at the established mileage rate, or the hours at one-eighth of the daily rate, whichever is the greater, the latter computed continuously from the time of leaving the initial point until their return.

The same principle will apply in compensating Conductors and Trainmen used on detoured freight trains where double-crewing is necessary, and as agreed in conference today they will be allowed the actual mileage at the established mileage rate, or the hours at one-eighth of the daily rate, whichever is the greater, for Dakota Division crews the time in service to be computed continuously from time they commenced service at Leeds until their return to Leeds and for Yellowstone Division crews from the time they left Glendive until their return to Glendive. (It is understood the same principle is to apply generally on the system.)

Instructions will be issued to make payments accordingly.

Yours truly,
/s/ C. L. NICHOLS,
Assistant General Manager

Note: In the application of Rule 17 and the letter agreement above quoted, and in accordance with previous understandings had, trainmen on long detour trips are to be reimbursed for expenses incurred for meals and lodging while off their own division.

118.

**AGREEMENT RELATIVE TO RULE 20
AS APPLYING TO THE JOINT RUNS ON THE
FARGO DIVISION, EFFECTIVE APRIL 1, 1923,
AND AS AMENDED SEPTEMBER 1, 1936**

IT IS AGREED:

A. Mileage made between Jamestown and Mandan by First District (Old Fargo Division) brakemen will be credited to the Second District (Old Dakota Division) roster. Mileage made between Fargo and Jamestown by Second District (Old Dakota Division) brakemen will be credited to the First District (Old Fargo Division) roster. Mileage made by First District (Old Fargo Division) brakemen on Second District (Old Dakota Division) branch lines will be credited to Second District roster.

B. The Fargo Division will furnish men to do the extra passenger work on joint runs, except as provided in sections C, D and E.

C. If an additional brakeman is required on trains 135 and 136 between Fargo and Jamestown, same will be furnished by the Fargo Division. If an additional brakeman is required on trains 157 and 158 between Jamestown and Leeds, same will be furnished by the Dakota Division. Such mileage will not be counted as joint mileage.

D. In event a brakeman from either division lays off for a period of eight (8) days or more, and there are 2500 miles or more due either division, a brakeman from the division the miles are due will be used on such vacancy until there are 2500 miles or more due the other division, or until the regular brakeman returns.

E. If an additional joint run is put on brakemen will be assigned according to Rule 20 and Paragraph A of this agreement; except, if there are 2500 miles or more due either division brakemen will be furnished from the division having mileage due to man such run until the miles are worked out and 2500 miles are due the other division, it being understood such men will continue to man the run until the first of the month, even though by doing so the mileage would exceed 2500.

F. At the expiration of each 30-day period a statement will be furnished the Local Chairman of each division showing total mileage made by joint crews and the mileage due either division.

119.

**STRAIGHTAWAY TRIP COUPLED WITH
SHORT TURNAROUND TRIP
(Interpretation of Rule 27, from Letter of
October 9, 1927)**

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

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

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

. . .

SEPTEMBER 15, 1930

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

With the understanding that it is intended there will be no increased cost to the Northern Pacific Railway Company in the handling of pooled ore, or for its yard operations at the Head of the Lakes, it is agreed that effective September 16, 1930, the Northern Pacific Railway Company (hereafter referred to as Northern Pacific) will arrange to allocate to Minneapolis, St. Paul & Sault Ste. Marie Railway Company (hereafter referred to as Soo Line) engineers, firemen and yardmen (the term yardmen embraces foremen and helpers) work in the Northern Pacific terminals at the Head of the Lakes equivalent to 50 per cent of the actual engine hours chargeable to pooled ore switching necessary for handling through the Northern Pacific Hill Avenue Yard, the pooled ore covered by contract between the two companies dated April 15, 1929, under the following conditions:

120.

1. Soo Line engineers, firemen and yardmen will be definitely assigned during the ore shipping season to work in the yards of the Northern Pacific (primarily in ore switching service), but the right of the Northern Pacific to use these men in the same classes of service that it would use its own engineers, firemen and yardmen primarily assigned to ore service within the terminals at the Head of the Lakes, shall in no way be restricted.

2. Northern Pacific operating rules and regulations, and rates of pay and working conditions as provided for under Northern Pacific schedules in effect covering engineers, firemen and yardmen, will govern Soo Line employees so assigned, except as provided herein.

3. Soo Line employees making application for these positions must pass the required examinations and meet all of the requirements of the service of the Northern Pacific for its engineers, firemen and yardmen, and while assigned to such service they will be under the jurisdiction of the officers of the Northern Pacific and the Ore Superintendent.

4. Soo Line employees accepting assignments in service under this agreement will not be permitted to vacate their positions in exercise of seniority, nor will they be subject to displacement under the application of the seniority rules, except when a reduction in force on the parent line places them in a position where they cannot hold a position of engineer, fireman or yardman. Regular vacancies created from any cause shall be filled in the same manner as the original assignment. At the discretion of the Ore Superintendent, temporary vacancies in positions assigned to the Soo Line employees may be filled either from the rosters of the Soo Line or from the extra lists of the Northern Pacific, except when the vacancy is for more than thirty days, when it will be filled by employees from the Soo Line rosters. Extra engines may be manned by either Soo Line or Northern Pacific employees. The hours worked by Northern Pacific employees in positions assigned to Soo Line employees will be taken into account in equalizing the hours.

5. Soo Line employees shall share equally with Northern Pacific employees in exercising preference to first, second or third trick assignments by alternating on such assignments every thirty days; Northern Pacific crews to have first choice at the beginning of the ore season.

121.

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

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

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

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

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

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

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

Northern Pacific Railway Company:

By R. E. STEVENS,
Vice President.

Brotherhood of Locomotive Engineers:

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

Brotherhood of Loco. Firemen & Enginemen:

By FRED BARR,
Vice President.

Brotherhood of Railroad Trainmen:

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

122.

DECEMBER 7, 1932

A G R E E M E N T between the Northern Pacific Railway Company and the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen.

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

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

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

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

An agreed to number of shifts of switch engines and hostlers in Yakima yard shall be assigned to the enginemen of the Tacoma Division and a mutually satisfactory arrangement for the manning of these crews by men from the Tacoma Division rosters will be made. All other switch engine shifts and hostlers will be manned by enginemen from the Pasco roster.

Yardmen at Ellensburg, who because of the discontinuance of yard operations have no work as such, will be privileged to transfer to yardmen's

123.

seniority list at Yakima in accordance with their present relative standing and will rank behind yardmen now employed at Yakima.

For the Northern Pacific Railway Company:

H. E. STEVENS,
Vice President.

For the Organizations:

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

APPROVED:

G. H. ORAM,
Vice President,
Order of Railway Conductors
R. E. EDRINGTON,
Asst. Grand Chief Engineer,
Brotherhood of Locomotive Engineers
S. A. BOONE,

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

* * *

DECEMBER 8, 1932

AGREEMENT between Northern Pacific Railway Company and Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen effective December 18, 1932

Seniority rosters for employes in train and engine service on the Tacoma Division will be re
124.

established as they existed on December 31, 1931.

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

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

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

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

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

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

All claims arising out of the consolidation of seniority rosters and rearrangement of runs or assignments during the period of operation of the Tacoma Division under one seniority roster between

125.

January 1, 1932, and the effective date of this agreement are hereby withdrawn.

For the Northern Pacific Railway Co.:

H. E. STEVENS,
Vice President

For the Organizations:

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

APPROVED:

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

* * *

MARCH 15, 1939

MEMORANDUM OF AGREEMENT concerning assignment of train and engine crews to combination road-switch service and engine crews assigned to mountain helper service on the Fifteenth, Sixteenth and Seventeenth Sub Divisions, Rocky Mountain Division.

It is agreed that effective March 15th, 1939, train and engine crews assigned to combination road-
126.

switch service and engine crews assigned to helper service out of Wallace on the Fifteenth, Sixteenth and Seventeenth Sub-Divisions Rocky Mountain Division, may be used as hereinbelow set forth and when so used will be paid as herein provided for:

1. When it is necessary to operate the rotary snow plow, the train crew assigned to combination road-switch service may be used to handle the train; the engine crew assigned to combination road-switch service may be used to operate the rotary and the engine crew assigned to helper service may be used as rotary pusher.

2. On days that work train or snow plow service is performed and no other service is performed, train and engine crews herein referred to used in such service will be paid for the class of service performed but not less than the guarantee of the regular assignment.

3. When the crew assigned to combination road-switch service is used to perform work train or snow plow service and is also used to perform combination road-switch service on the same trip and in excess of 35 road miles are run, not less than a minimum day will be allowed in combination road-switch service and not less than a minimum day will be allowed for other than road-switch service the time in each class of service to be computed separately in determining the amount of overtime if any, in either service.

4. On days the train and engine crew assigned to combination road-switch service is used in commercial service and is required to make in excess of 35 road miles, not less than a minimum day's pay will be allowed for combination road-switch assignment and not less than a minimum day's pay will be allowed for service in excess of 35 road miles; time on duty in making in excess of 35 road miles to be deducted from total time on duty in computing overtime allowance for regular assignment.

5. If and when another train and engine crew is needed and the assignment of such crew includes combination road-switch service, such additional crew will be assigned to combination road-switch service and the foregoing will apply to such crew in the same manner as it applies when one train and engine crew only is assigned to combination road-switch service.

6. When two combination road-switch crews are assigned, the first crew assigned will be designated
127.
as Crew No. 1 and the second crew assigned will be designated as Crew No. 2. When it is necessary to operate the rotary it will, insofar as possible, be operated by Crew No. 2. When the provisions of this section cannot be complied with because of the application of the Hours of Service Law or for other reasons, failure to use Crew No. 2 on the rotary will not establish a basis for a claim for additional compensation.

7. When it is necessary to perform combination road-switch service in connection with a trip in other service, the engine crew assigned to combination road-switch service will, as far as possible, perform such service.

This agreement is for the purpose of taking care of conditions existing in the Wallace District on the Fifteenth, Sixteenth and Seventeenth Sub-divisions. This agreement may be cancelled by either the Railway Company or by all of the Organizations signatory hereto serving thirty (30) days' notice in writing of cancellation.

For the Northern Pacific Railway Company

W. W. JUDSON	W. C. SLOAN,
Superintendent	General Manager

For the Organizations:

R. J. FARRELL

Local Chairman, O.R.C.

C. J. SIMONSEN

Local Chairman

B. of L. E.

M. H. BARNEY

General Chairman, O.R.C.

H. H. DEERING

General Chairman,

B. of L. E.

C. M. CLAYPOOL,

Local Chairman, B.R.T.

W. A. BOYLE,
Local Chairman
B. of L. F. & E.
V. R. FURST,
General Chairman B.R.T.
T. P. GORMAN
General Chairman,
B. of L. F. & E.

128.

AUGUST 8, 1840

INTERPRETATION CONCERNING RULE 82(b)

May a brakeman who elects to give up his regular turn in pool freight service and who exercises his seniority to another class of service be permitted to return to pool freight service without first making a trip in the class of service to which he becomes assigned?

No, unless he has been displaced before being called for service to which he becomes assigned, in which event if he elects to return to the freight pool in which last employed, he must return to his former car in the freight pool; if his former car in pool freight service has been called for service he may exercise his seniority to any other car in the same freight pool.

* * *

**AGREEMENT
BETWEEN
NORTHERN PACIFIC RAILWAY COMPANY
AND
ORDER OF RAILROAD TELEGRAPHERS
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN
ORDER OF RAILWAY CONDUCTORS
BROTHERHOOD OF RAILROAD TRAINMEN**

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

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

(3) (a) When no emergency exists, as above defined, an inquiry by train or enginemen as to the

129.

time or location of another train or in connection with their work, will not be considered a violation of this agreement when it does not involve the transmission of train orders, messages of record, reports or O S of trains.

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

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

This agreement shall become effective August 1, 1941.

Northern Pacific Railway Company

By H. E. STEVENS,
Vice President.

Order of Railroad Telegraphers

By SAM JOHNSON,
General Chairman.

Brotherhood of Locomotive Engineers

By H. H. DEERING
General Chairman.

Brotherhood of Locomotive Firemen & Enginemen

By T. P. GORMAN
General Chairman.

Order of Railway Conductors

By M. H. BARNEY
General Chairman.

Brotherhood of Railroad Trainmen

By V. R. FURST,
General Chairman.

* * *

AGREEMENT between the Order of Railway Conductors, the Brotherhood of Railroad Trainmen and the Northern

130.

Pacific Railway Company, covering the application of the Northern Pacific Schedule for Conductors and the Northern Pacific Schedule for Train and Yardmen to the former Minnesota & International and Big Fork & International Falls Railway.

Effective April 1, 1943, the Minnesota & International and Big Fork & International Falls Railway Companies Schedule for Trainmen and Yardmen which became effective August 1, 1924 as to rules, and May 1, 1928 as to rates of pay, and agreements and understandings thereunder, are hereby cancelled. Effective April 1, 1943 the current Northern Pacific Railway Company Schedule for Conductors and interpretations and agreements thereunder, and the current Northern Pacific Railway Company Schedule for Train and Yardmen and interpretations and agreements thereunder, as hereby modified or amended, will be applied on the International Falls and Bullhead Lake Branches of the Lake Superior Division:

1. In passenger service the minimum monthly guarantee for regularly assigned conductors shall be \$250.20, the minimum daily rate for conductors shall be \$8.34 and the overtime rate per hour for conductors shall be \$1.0425. Except as to rates of pay for conductors in passenger service, herein specifically provided for, the rates of pay for conductors, brakemen and yardmen shall be the current rates of pay in effect under the Northern Pacific Schedule for Conductors and the Northern Pacific Schedule for Train and Yardmen. (See Rules 1 and 2 for current rates for passenger brakemen.)

2. Rule 43 (a), Train and Yardmen's Schedule is hereby amended to read as follows: "Trainmen assigned to regular runs paid the through freight rate will not be assigned for less than six days per week." Any similar arrangement or understanding that may be in effect under the Conductors' Schedule is also hereby accordingly amended. This provision may be cancelled between April 1 and April 30, 1944, by thirty (30) days' notice in writing, and if not so cancelled, it shall remain in effect from year to year, thereafter, subject to cancellation by thirty (30) days' notice in writing, which notice shall be served between April 1 and April 30 of any succeeding year.

3. The International Falls and Bullhead Lake Branches shall be considered branch line territory
131.

In the application of Rule 55 of the Northern Pacific Train and Yardmen's Schedule. (Now Rule 53.)

4. In the application of Rule 58, Conductors' Schedule, and Rule 49, Train and Yardmen's Schedule, helpers or pushers may be used between North Bemidji and Hackensack and between International Falls and Big Falls.

5. (a) Rule 98 (a), Conductors' Schedule, and Rule 66(b), Train and Yardmen's Schedule, are hereby amended to include North Bemidji as an established point where extra lists may be maintained.

(b) Rule 112(i) of the Conductors' Schedule is amended by the inclusion of North Bemidji.

6. Rule 130 of the Conductors' Schedule and corresponding Rule 82(k) of the Train and Yardmen's Schedule shall apply in the following manner on the Lake Superior Division:

(a) Men for the Eighth, Ninth and Tenth Sub-Divisions (International Falls and Bullhead Lake Branches) will be furnished from the board at North Bemidji. Men for all other sub-divisions of the Lake Superior Division will be furnished from the board at Duluth.

Service operated jointly over sub-divided seniority districts as herein defined, may be manned by men furnished from the board on the sub-divided district where the service originates.

(b) Rules 130 and 82(k), hereinabove referred to, will apply on the Lake Superior Division in accordance with the arrangement prescribed in Section 6(a) hereof, it being mutually agreed that conductors will not be required by the terms hereof to go outside their respective sub-divided seniority districts to take runs as conductors as long as there are sufficient promoted men available on the sub-divided district where an additional conductor is required; and provided further that subject to the provisions of Section 7(a) hereof, additional promotions are not caused by the application of this principle.

(c) Conductors shall not hold a position other than conductor as long as there is a position for them as such in their seniority district as subdivided.

(d) Conductors or brakemen transferring to or from the board at Duluth or at North Bemidji will not be paid for deadheading. Brakemen on the

132.

suspended list called for service may be required to report for duty either at Duluth or North Bemidji and will not be entitled to payment for deadheading in going to, or returning from, either point.

7. Interchangeable rights shall be established for conductors and brakemen on the Lake Superior Division as follows:

(For convenience the Lake Superior Division excluding the International Falls and Bullhead Lake Branches is

herein designated as "District A", and the International Falls and Bullhead Lake Branches are herein designated as "District B".)

(a) Conductors and brakemen in service on District B on March 31, 1943, shall have prior rights to service on District B over other Lake Superior Division conductors and brakemen. Brakemen in service on March 31, 1943, on District B will have prior rights to promotion to conductors on District B over other Lake Superior Division brakemen.

Conductors and brakemen in service on District A on March 31, 1943, shall have prior rights to service on District A over conductors and brakemen holding prior rights on District B. Brakemen in service on March 31, 1943 on District A shall have prior rights to promotion to conductors on District A over brakemen who hold prior rights on District B.

(b) Conductors and brakemen who hold prior rights to service on District B will be given a seniority rank as brakemen on the Lake Superior Division roster with a date of April 1, 1943, in accordance with their relative rank as brakemen following brakemen who were in service on District A on March 31, 1943.

(c) Conductors and brakemen in service on District A prior to April 1, 1943, shall have their seniority and right to promotion extended to include District B, subject to provisions of the first paragraph of Section 7 (a) hereof.

(d) Brakemen employed on and after April 1, 1943 on the Lake Superior Division shall acquire and accumulate seniority on the entire division.

(e) A separate seniority roster will be maintained for conductors and brakemen holding prior rights on District B, as herein provided for. The Lake Superior Division brakemen's roster will be revised by the addition thereto of names of con

133.

ductors and brakemen holding prior rights on District B, as provided for in Section 7 (b) hereof.

5. The Railway Company may, at its option, operate regular or unassigned runs or service jointly over the sub-divided seniority districts herein provided for. When such runs or service are operated a mutually satisfactory arrangement will be agreed upon for the purpose of accounting for and equalizing mileage of conductors and brakemen with prior rights in the respective sub-divided seniority districts. Deadheading incident to equalization of mileage will not be paid for.

9. Where the rates of pay under Northern Pacific schedules for conductors, trainmen and yardmen will be in excess of the rates of pay for the same service on the International Falls and Bullhead Lake Branches, except as to the rates in passenger service hereinabove provided for, Northern Pacific Schedule rates will be paid as of April 1, 1943, provided such rates are approved by the National Railway Labor Panel pursuant to the Stabilization Act of October 2, 1942. Pending such approval the rates of pay in effect on the International Falls and Bullhead Lake Branches prior to April 1, 1943, will continue to be paid; upon receipt of such approval, necessary adjustments in rates retroactive to April 1, 1943, will be made.

The Northern Pacific Railway Company

By H. E. STEVENS

Vice President.

For employes represented by:.

The Order of Railway Conductors

By A. M. JOHNSON

Local Chairman.

(representing Conductors of the former Minnesota & International and Big Fork & International Falls Railways)

By J. R. McCLOUCH

Local Chairman.

(representing; Conductors of the Lake Superior Division)

By E. M. HELGESON

General Chairman.

APPROVED:

R. O. HUGHES

Vice President.

134.

The Brotherhood of Railroad Trainmen

By W. J. McCARTHY,

Local Chairman.

(representing Trainmen and Yardmen of the former Minnesota & International and Big Fork & International Falls Railways)

By W. H. WARMER

Local Chairman..

(representing; Trainmen and Yardmen of the Lake Superior Division)

By V. R. FURST,

General Chairman.

APPROVED:

F. W. COYLE

Vice President.

* * *

AUGUST 15, 1948

AGREEMENT between the Northern Pacific Railway Company and the Order of Railway Conductors, Brotherhood of Railroad Trainmen, Brotherhood of Locomotive Engineers, and Brotherhood of Locomotive Firemen and Enginemen, covering use by Northern Pacific Tacoma Division train and engine men of Simpson Logging Company tracks, and use by Simpson Company employees of Northern Pacific tracks at Shelton, Washington.

The following is agreed to:

Northern Pacific Tacoma Division train and engine men may be used to perform service on tracks owned by the Simpson Logging Company at Shelton, Washington, as shown dotted black over green on print attached, and when such service is performed it will be considered part of the crew's assignment.

Simpson Logging Company employees may perform service on tracks owned by the Northern Pacific Railway Company at Shelton, Washington, as shown dotted black over red on print attached, including serving their warehouse, and when such service is performed it will be considered as service properly to be performed by employees of the Simpson Logging Company. Employees of the Simpson Logging Company will not perform

commercial switching for industries other than those located on their own tracks.

135.

This agreement will apply to successors in interest of the Simpson Logging Company.

This trackage right agreement is subject to cancellation or revision upon thirty (30) days' notice in writing by any of the organizations or all of the organizations parties to this agreement, or by the Northern Pacific Railway Company. (Print not reproduced.)

Northern Pacific Railway Company

By F. R. BARTLES,
General Manager.

Order of Railway Conductors

By E. E. DEVEREAUX,
Local Chairman.

APPROVED:

By E. M. HELGESON,
General Chairman.

Brotherhood of Railroad Trainmen

By V. H. LEONARD,
Local Chairman.

APPROVED:

By V. R. FURST,
General Chairman.

Brotherhood of Locomotive Engineers

By R. P. DORAN
Local Chairman.

APPROVED:

By G. A. BICHSEL
General Chairman.

Brotherhood of Locomotive Firemen & Enginemen

By R. V. ELMENDORF
Local Chairman.

APPROVED:

By T. P. GORMAN
General Chairman.

. . .

APRIL 22, 1948

AGREEMENT between the Northern Pacific Railway Company and the Brotherhood of Railroad Trainmen covering

136.

the manning of passenger trains detoured via the CMStP&P RR at Terry or Miles City and via the G.N. Ry., at Sidney when Northern Pacific trainmen are used to handle such trains on those Railways.

(1) When it becomes necessary to detour an eastbound regular passenger train via the CMStP&P RR at Miles City or Terry, the trainmen handling train out of Billings will, if available under the Hours of Service Law and except as provided in Section (2) of this agreement, handle the train upon departure from Miles City or Terry as the case may be. In the event it is necessary to double crew such a train, the first out trainmen available at Glendive who are regularly assigned to passenger service between Mandan and Glendive will, except as provided in Section (2) of this agreement, be used on such double crew. When and if the supply of trainmen available at Glendive who are regularly assigned to passenger service between Mandan and Glendive is exhausted and it is necessary to double crew such a train Third Subdivision extra trainmen at Glendive equipped for passenger service, will, except as provided in Section (2) of this agreement, be used on such double crew.

In the event it becomes necessary to detour an eastbound regular passenger train via the CMStP&P RR at Miles City or Terry, and such train has arrived Glendive before it is known that the detour movement will be necessary, the first out trainmen available at Glendive who are regularly assigned to passenger service between Glendive and Billings will be used to handle train from Glendive to Miles City or Terry and, except as provided in Section (2) of this agreement, will also handle the detoured train on departure from Miles City or Terry. In the event it becomes necessary to double crew such a train, the first out trainmen available at Glendive will, except as provided in Section (2) of this agreement, be used on such double crew. When and if the supply of trainmen available at Glendive who are regularly assigned to passenger service between Mandan and Glendive is exhausted, and it is necessary to double crew such a train Third Subdivision extra trainmen at Glendive equipped for passenger service will, except as Provided in Section (2) of this agreement, be used on such double crew.

137.

(2) It is understood and agreed if there are trainmen from divisions east of the Yellowstone Division available at Terry or Miles City who have handled westbound Northern Pacific trains detoured over the CMStP&P RR into these points, such trainmen may be used at the option of the Railway Company to man or double crew any or all eastbound passenger trains detoured via the CMStP&P RR at Miles City or Terry. It is also understood and agreed if there are Yellowstone Division trainmen available at Terry or Miles City who have handled westbound Northern Pacific trains detoured over the CMStP&P RR into these points, such trainmen may be used at the option of the Railway Company to man or double crew any or all eastbound passenger trains detoured via the CMStP&P RR at Miles City or Terry.

(3) When it becomes necessary to detour an extra or special eastbound passenger train via the CMStP&P RR at Miles City or Terry, the trainmen handling train out of Billings, will, if available under the Hours of Service Law and except as provided in Section (2) of this agreement, be used to handle the detoured train upon departure from Miles City or Terry. In the event it is necessary to double crew such a train and there are available at Glendive extra trainmen called at Mandan for extra or special passenger service out of Glendive such trainmen will, except as provided in Section (2) of this agreement, be used on such crew. Should there not be trainmen called at Mandan for extra or special passenger service out of Glendive, available at Glendive, Third Subdivision extra trainmen at Glendive equipped for passenger service will, except as provided in Section (2) of this agreement, be used on such crew.

In the event it becomes necessary to detour an eastbound extra or special passenger train via the CMStP&P RR at Miles City or Terry, and such train has arrived Glendive before it is known that the detour movement will be necessary, Third Subdivision extra trainmen at Glendive equipped for passenger service will be used to handle train from Glendive to Miles City or Terry and, except as provided in Section (2) of this agreement, upon departure from Miles City or Terry. In the event it becomes necessary to double crew such a train, and there are available at Glendive extra trainmen called at Mandan for extra or special passenger service out of Glendive, such trainmen will, except

138.

as provided in Section (2) of this agreement, be used on such double crew. In the event extra trainmen called at Mandan for extra or special passenger service out of Glendive are not available at Glendive for such service, Third Subdivision extra trainmen at Glendive equipped for passenger service will, except as provided in Section (2) of this agreement, be used on such double crew.

(4) When it becomes necessary to detour a westbound regular passenger train via the CMStP&P RR at Terry or Miles City, the first out available trainmen at Glendive regularly assigned to passenger service between Glendive and Billings will be used to handle train out of Glendive and, except as provided in Section (5) of this agreement, will also be used to handle the detoured train on departure from Terry or Miles City. In the event it becomes necessary to double crew such a train, the second out available trainmen at Glendive regularly assigned to passenger service between Glendive and Billings will, except as provided in Section (5) of this agreement, be used on such double crew. In the event the supply of available trainmen at Glendive who are regularly assigned to passenger service between Glendive and Billings becomes exhausted, Third Subdivision extra trainmen at Glendive equipped for passenger service, will, except as provided in Section (5) of this agreement, be used to man and, if necessary, double crew westbound regular passenger trains detoured via the CMStP&P RR at Terry or Miles City.

(5) It is understood and agreed if there are trainmen from divisions west of the Old Yellowstone Division available at Miles City or Terry who have handled eastbound Northern Pacific trains detoured over the CMStP&P RR into these points, such trainmen may be used at the option of the Railway Company to man any or all westbound passenger trains detoured via the CMStP&P RR at Miles City or Terry.

(6) When it becomes necessary to detour an extra or special westbound passenger train via the CMStP&P RR at Terry or Miles City, Third Subdivision extra trainmen at Glendive equipped for passenger service will be used to handle the detoured train out of Glendive and, except as provided in Section (5) of this agreement, will also be used to handle the detoured train on departure from Terry or Miles City. In the event it becomes necessary to double crew such a train, Third Subdivision

139.

extra trainmen at Glendive equipped for passenger service will, except as provided in Section (5) of this agreement, be used on such double crew.

(7) When it becomes necessary to detour an eastbound regular passenger train via the G.N. Ry. at Sidney, the first out trainmen at Glendive regularly assigned to passenger service between Mandan and Glendive will if available under the Hours of Service Law and except as hereinbelow provided and as provided in Section (8) of this agreement, be used to handle train out of Glendive and upon departure from Sidney. If the Railway Company elects to exercise the option provided for in Section (8) of this agreement, such train will be manned between Glendive and Sidney by the first out available trainmen at Glendive regularly assigned to passenger service between Glendive and Billings. In the event it becomes necessary to double crew such a train, trainmen regularly assigned to passenger service between Glendive and Billings will, except as provided in Section (8) of this agreement, be used on such double crew.

When and if the supply of available trainmen at Glendive who are regularly assigned to passenger service between Mandan and Glendive becomes exhausted, the first out available trainmen at Glendive regularly assigned to passenger service between Glendive and Billings will be used to handle train out of Glendive and, except as provided in Section (8) of this agreement, will also be used to handle the detoured train on departure from Sidney. In such a case the second out available trainmen at Glendive regularly assigned to passenger service between Glendive and Billings will, if the train is double crewed and except as provided in Section (8) of this agreement, be used on such double crew. When and if the supply of available trainmen at Glendive who are regularly assigned to passenger service between Glendive and Billings becomes exhausted, Third Subdivision extra trainmen at Glendive equipped for passenger service will except as provided for in Section (8) of this agreement, be used to perform the service that

otherwise would be performed by trainmen regularly assigned to passenger service between Glendive and Billings under this Section (7).

(8) It is understood and agreed if there are trainmen from divisions east of the Yellowstone Division available at Sidney who have handled westbound Northern Pacific trains detoured over the

140.

G.N. Ry., into this point, such trainmen may be used at the option of the Railway Company to man any or all eastbound passenger trains detoured via the G.N. Ry., at Sidney.

(9) When it becomes necessary to detour an extra or special eastbound passenger train via the G. N. Ry. at Sidney and there is available at Glendive trainmen called at Mandan for extra or special passenger service out of Glendive such trainmen will, except as provided in Section (8) of this agreement, be used to handle train out of Glendive and upon departure from Sidney. In the event the Railway Company elects to exercise the option provided for in Section (8) of this agreement, such trains will be manned by Third Subdivision extra trainmen at Glendive equipped for passenger service from Glendive to Sidney. Should there not be trainmen available at Glendive called at Mandan for extra or special passenger service out of Glendive Third Subdivision extra trainmen at Glendive equipped for passenger service, will be used to handle train out of Glendive and, except as provided in Section (8) of this agreement, will also be used to handle the detoured train on departure from Sidney. In the event it is necessary to double crew such a train, extra trainmen at Glendive equipped for passenger service will, except as provided in Section (8) of this agreement, be used on such double crew.

(10) When it becomes necessary to detour a westbound regular passenger train from Glendive via the G.N. Ry., at Sidney, the first out available trainmen at Glendive regularly assigned to passenger service between Glendive and Billings will be used to handle the train out of Glendive and, except as provided in Section (11) of this agreement, will also be used to handle the train on departure from Sidney. In the event it becomes necessary to double crew such a train, the second out available trainmen at Glendive regularly assigned to passenger service between Glendive and Billings will, except as provided in Section (11) of this agreement, be used on such double crew. In the event the supply of available trainmen at Glendive who are regularly assigned to passenger service between Glendive and Billings becomes exhausted, Third Subdivision extra trainmen at Glendive equipped for passenger service will, except as provided in Section (11) of this agreement, be used to man and, if necessary, double crew such a train.

141

(11) It is understood and agreed if there are trainmen from divisions west of the Old Yellowstone Division available at Sidney who have handled eastbound Northern Pacific trains detoured over the G.N. Ry. into that point, such trainmen may be used at the option of the Railway Company to man any or all westbound passenger trains detoured via the G.N. Ry. at Sidney.

(12) When it becomes necessary to detour an extra or special westbound passenger train via the G.N. Ry. at Sidney, Third Subdivision trainmen at Glendive equipped for passenger service, will be used to handle the detoured train out of Glendive and, except as provided in Section (11) of this agreement, will also be used to handle the detoured train on departure from Sidney. In the event it becomes necessary to double crew a westbound extra or special passenger train detoured via the G.N. Ry. at Sidney, Third Subdivision extra trainmen at Glendive equipped for passenger service, will, except as provided in Section (11) of this agreement, be used on such double crew.

This agreement becomes effective May 1, 1948 and may be terminated by either party signatory hereto upon 30 days notice to the other party.

For the Brotherhood of Railroad Trainmen:

By P. K. BYERS
General Chairman.

For the Northern Pacific Railway Company:
By C. V. BERGLUND
General Manager.

* * *

DECEMBER 28, 1940

MEMORANDUM OF AGREEMENT between the Northern Pacific Railway Company and its employees represented by the Order of Railway Conductors and the Brotherhood of Railroad Trainmen with respect to the Railway Company participating in the cost of uniforms worn by conductors and brakemen in passenger train service.

Pursuant to Section 1(d) of Agreement signed at Chicago, Illinois, December 12, 1947 by and between the participating carriers represented by the Eastern, Western and Southeastern Carriers'

142.

Conference Committees and employees represented by the Order of Railway Conductors and the Brotherhood of Railroad Trainmen through their Conference Committees, the following is agreed to:

1. Uniforms to be worn while on duty by conductors and brakemen in passenger train service, hereinafter referred to as employees, shall be as prescribed for passenger conductors and brakemen in the "Regulations and Specifications Governing Dress of Train Service Employees, Dining Car Employees and Station Agents While on Duty", effective August 1, 1947, and shall be subject to change at the option of the Railway Company.

2. The Railway Company will participate in the cost of the prescribed uniform required to be worn by conductors and brakemen in passenger train service in the manner and to the extent set forth in this Section 2.

(a) The designated officer of the Railway Company together with the General Chairman, General Committee of Adjustment of the Order of Railway Conductors and the Chairman, General Grievance Committee of the Brotherhood of Railroad Trainmen will consult the clothier designated by the Railway Company in January of each year to determine the cost of a uniform suit of sixteen ounce serge material as currently specified in the "Regulations and Specifications Governing Dress for Train Service Employees" (or such material as may hereafter be specified in lieu of same) consisting of a coat, vest and two pairs of trousers.

(b) One-half of the cost of such uniform suit as determined in the manner set forth in paragraph (a) of this section will be divided by 54,000 (4500 miles per month for 12 months) to establish the rate per mile at which the Railway Company will participate in the cost of uniforms for that calendar year.

(c) Each employee required to wear the prescribed uniform in passenger train service will be paid by voucher at the end of each calendar year at the rate per mile established in the manner set forth in paragraph (b) of this section for actual miles run, computed on timetable distances, in passenger train service during such calendar year, except as otherwise provided in subparagraphs (c-1) to (c-5) inclusive hereof.

(c-1.) On runs of less than 150 miles in unassigned passenger service, or on regular passenger assignments scheduled daily, for which a

143.

minimum passenger day is allowed under schedule rules, employees will in lieu of actual miles run be credited with

150 miles for each such run as applying to the entire trip or day's service.

(c-2.) On a regular passenger assignment not scheduled daily where the mileage of such assignment, computed on timetable distances is less than 4500 miles per month, employees will in lieu of actual miles run be credited with 4500 miles divided by the number of trips called for in the assignment during the calendar month for each trip made on such assignment.

Example:

Time card miles per day 122.2

Number of days assigned to work
in a month 26.

Mileage (26 x 122.2) 3177.2

Employee will be credited with 4500 miles divided by 26 or 173.0 miles per trip.

(c-3.) When employees required to wear the prescribed uniform are deadheaded under pay to go into passenger service or to make a trip in passenger service, or are deadheaded under pay returning from such service, they will be credited with mileage deadheaded as provided in this sub-paragraph (c-3). On such deadhead trips of 150 miles or more, employees will be credited with actual miles deadheaded. On such deadhead trips of less than 150 miles for which 150 miles are paid, employees will be credited with 150 miles. On such deadhead trips of less than 150 miles for which less than 150 miles are paid, employees will be credited with miles equal to the miles paid for deadheading. Employees will not be credited with mileage for deadheading in cases where deadheading is not payable under schedule rules.

(c-4.) Employees on a passenger run paid other than passenger rates because of the type of service performed will be credited with the mileage of such run for the purpose of this agreement, When the prescribed uniform is required to be worn in mixed train service, actual miles run in such service will be credited as miles run under this agreement, subject to the mileage minima provided for in subparagraphs (c-1) and (c-2).

(c-5.) An employee having mileage credited to him and whose service is terminated before the end of the calendar year will be paid the amount due

144

him under the terms of this agreement at the earliest practicable time after the termination of his service.

(d) The Railway Company will supply without cost to employees who have provided themselves with the prescribed uniform, the prescribed uniform cap and badge, uniform buttons or shells, and service insignia prescribed to be worn upon such uniform. When employees on mixed train runs are required to wear uniform caps only and are not required to wear uniforms the Railway Company will supply the required caps and badges without cost to such employees. The cost of such accessories will not be computed in determining the cost of a uniform under the provisions of Section 2(a).

(e) The Railway Company will not participate in the cost of substitute or optional articles of uniform.

(f) The payment provided for in paragraph (c) of this Section 2 shall constitute full payment for the Railway Company's participation in the cost of uniforms during each calendar year regardless of the number of uniforms an employee may elect to purchase or may be required to purchase during any calendar year.

3. Employees will assume and pay the entire cost of shirts collars, neckties and shoes prescribed by the Railway Company to be worn with such uniform.

4. (a) To the end that uniforms will present a neat appearance, the employees agree to keep them properly cleaned and neatly pressed at all times at their own expense.

(b) Employees shall be required to procure a new uniform when the condition of the old uniform becomes such the management determines that it should be replaced.

(c) When it becomes necessary to replace an article of uniform such as a coat, vest or trousers, a complete new uniform will be purchased.

(d) Employees agree to provide themselves with an adequate supply of shirts, collars, ties and shoes as required to be worn as part of the prescribed uniform and to keep such articles in neat and presentable condition at all times while on duty.

5. Nothing contained in this agreement shall restrict the right of the Railway Company to designate the passenger or mixed train runs on which employees will be required to wear the pre
145.

scribed uniform, or the right to change such designation from time to time. The allowances provided for in this agreement will apply only on runs on which employees are required to wear the prescribed uniform.

6. Nothing herein contained shall be construed as modifying or changing schedule rules or agreements, or the Railway Company's rules or regulations except as herein specifically provided for.

7. This agreement shall be effective on and after January 1, 1949 and shall continue in full force and effect until amended or canceled in the manner provided for in the Railway Labor Act as amended.

For Order of Railway Conductors:

E. M. HELGESON
General Chairman,
General Committee of Adjustment.

For Brotherhood of Railroad Trainmen:

P. K. BYERS,
Chairman
General Grievance Committee.

For Northern Pacific Railway Company:

H. W. McCAULEY
Chief of Personnel

* * *

APRIL 7, 1949

MR. L. C. MALONE
Vice President B. of R. T.
c/o Mr. P. K Byers, Chairman
General Grievance Committee

Brotherhood of Railroad Trainmen
317 Empire Bank Building
St. Paul, Minnesota

MR. P. K. BYERS, Chairman
General Grievance Committee
Brotherhood of Railroad Trainmen
317 Empire Bank Building
St. Paul, Minnesota

Gentlemen:

Referring to Mr. Malone's letter of December 28 1948 and previous correspondence concerning application of Rule 109 (f) of the Train and Yardmen's Schedule:

The subject matter of this correspondence has been discussed in conference with you on various
146.
occasions and was again discussed with you on April 4.

Rule 109 (f) of the Train and Yardmen's Schedule provides as follows:

"Rule 109. (f) In the appointment of yardmasters and assistant yardmasters, the oldest qualified yardman shall be considered."

In letter dated February 15, 1945 and in a supplemental letter dated March 14, 1945 addressed to General Managers W. W. Judson and F. R. Bartles, instructions were issued by former Chief of Personnel M. J. Byrnes, which instructions were approved by former General Chairman V. R. Furst, concerning application of Rule 109(f).

You have submitted a request that the instructions issued by Mr. Byrnes on February 15 and March 14, 1945 be canceled and that a revised understanding concerning application of Rule 109(f) be agreed upon. In order to dispose of this request, the following is agreed to with respect to yardmen who have not acquired seniority as yardmasters and who are qualified and desire consideration in appointment of yardmasters or assistant yardmasters under Rule 109(f) of the Train and Yardmen's Schedule, when employees who have established seniority as yardmasters are not available for such work.

(1) Instructions issued by Mr. Byrnes in his letters of February 15 and March 14, 1945 hereinabove referred to concerning application of Rule 109 (f) of the Train and Yardmen's Schedule with respect to the manner in which yardmen will be given consideration in appointment of yardmasters and assistant yardmasters, are hereby canceled and the present lists showing names of yardmen desiring yardmasters' work will become null and void effective as of May 1, 1949.

(2) Notice addressed to yardmen reading as follows will be posted as of April 15, 1949 on bulletin boards at each yard where yardmen are employed.

"The present list showing names of yardmen who desire yardmasters' work will become null and void effective as of May 1, 1949

147.

and in lieu thereof a new list is to be prepared which will govern effective as of May 1, 1949.

Yardmen who have not acquired yardmasters' seniority and who desire to perform yardmasters' work will advise the General Yardmaster (or the yardmaster in charge where there is no General Yardmaster) in writing of their desire to perform such work before 12:00 midnight April 30, 1949. Yardmen will submit their applications in duplicate and one copy stamped with the yard office stamp to show the date received will be returned to the applicant as acknowledgment of receipt of his application.

The names of yardmen who on or before April 30, 1949 signify their desire to perform yardmasters' work will be placed on a list of yardmen desiring yardmasters' work in the order of their seniority as yardmen and to the extent that they are available will be required to accept yardmasters' work when men with yardmasters' seniority are not available. Yardmen who signify their desire to perform yardmasters' work, will, if they are not disqualified for cause, be required to accept such work in line with their standing on such list where and when their services are required provided that the performance of such work does not entail loss of eight hours compensation on the day of transfer to a yardmaster's position except when other qualified men are not available to perform such work.

Yardmen whose names appear on the list of those who have signified their desire to perform yardmasters' work pursuant to the notice posted April 15, 1949 will not be required to submit new applications when notice is posted in the following year or in subsequent years but will retain their names on the list unless disqualified for cause until such time as they give notice in writing that they no longer desire to perform yardmaster work. Such notice shall be made in duplicate and one copy will be stamped with the yard office stamp showing date received and will be returned to the sender for his record.

148.

Yardmen who do not, within the time herein prescribed, advise the General Yardmaster (or the yardmaster in charge where there is no General Yardmaster) in writing of their desire to perform yardmasters' work will not be entitled to consideration in the appointment of yardmasters or assistant yardmasters."

(3) Yardmen who do not signify in writing their desire to perform yardmasters' work in response to the notice posted April 15 1949 may between April 15 and April 30, 1950, and within the same periods in the following years in response to a notice which will be posted each subsequent year during the period April 15 to 30, advise the General Yardmaster (or the yardmaster in charge where there is no General Yardmaster) in writing that they desire to perform yardmasters' work, and the names of such yardmen will be placed on the list of yardmen who desire to perform yardmasters' work in the order of their seniority as yardmen.

(4) Any yardman whose name appears on the list of those who have signified their desire to perform yardmasters' work and who when available declines to accept such work will have his name removed from such list and will not be entitled to consideration in the appointment of yardmasters or assistant yardmasters. This will not restrict such yardmen from making application for yardmasters work when notice is posted in the following or any subsequent years.

(5) A yardman unavoidably prevented from advising the General Yardmaster (or the yardmaster in charge where there is no General Yardmaster) in writing of his desire to perform yardmasters' work within the period hereinabove provided for or a yardman on leave of absence or assigned to other duties, or in military service, may within thirty calendar days after his return to service as yardman, make written request that his name be placed on the list of yardmen desiring yardmasters' work. Should such yardman request that his name be placed on the list of yardmen desiring yardmasters' work, his name will be placed on such list in the order of his seniority as a yardman.

(6) The contents of this letter including the notice which is to be posted on April 15, 1949, shall constitute an agreement as to the manner in which Rule 109(f) of the current Train and Yardmen's Schedule shall be applied and

shall continue in

149.

effect until changed in accordance with the procedure prescribed in the Railway Labor Act, as amended.

Yours truly,
H. W. McCAULEY
Chief of Personnel

AGREED TO:

P. K. BYERS,
Chairman,
General Grievance Committee,
Brotherhood of Railroad Trainmen.

R. G. BAKER,
Vice Chairman,
General Grievance Committee,
Brotherhood of Railroad Trainmen.

APPROVED:

L. C. MALONE
Vice President,
Brotherhood of Railroad Trainmen.

* * *

MAY 10, 1950

MEMORANDUM OF AGREEMENT between the Northern Pacific Railway Company and Brotherhood of Railroad Trainmen covering the manning of self-propelled machines as hereinafter provided for.

It is agreed that effective May 10, 1950, the following provisions will govern the use of road brakemen in the use and operation of self-propelled machines hereinafter described; that the provisions of this agreement will apply only in territories in which this class of employes has the right to perform work train service under existing agreements; that such employes when used to man self-propelled machines under the terms of this agreement will be governed by the rules and rates of pay applicable to work train service and that extra men will be used for such service when such service is unassigned.

SECTION I

1. This section will apply to any self-propelled roadway machine such as a locomotive crane, pile driver, rail (Burro) crane, etc., which is equipped with flanged wheels for operation on the rails of

150.

standard railroad tracks and with standard air brakes and standard railroad couplers and which has sufficient tractive power to draw or propel itself and one or more standard railroad cars, hereinafter referred to in this section as such machine.

2. Such machine when used or operated under its own power with or without cars on tracks of this Company will be manned by one brakeman subject to the exceptions in paragraph 3 of this Section I.

3. The Railway Company at its option may use or operate such machine without using a brakeman under the following conditions:

(a) When such machine is used or operated with or without cars on a track or tracks which have not been placed in service.

(b) When such machine is used or operated with or without cars on a track or tracks which have been permanently taken out of service.

(c) When such machine is used or operated with or without cars on a track or tracks not in service provided that cars are not switched from one track to another. The phrase "track or tracks not in service" which applies to either main or other than main tracks, is not intended to apply to main track taken out of service for the sole purpose of performing maintenance of way work, but shall apply to main track over which trains or engines have not been operated for a period of fifteen (15) days or more.

Note: The operation of trains to perform work train service on tracks that have not been placed in service or on tracks that have been taken out of service or are not in service as specified in sub-sections (a), (b) and (c) above will not be construed as having placed such tracks in service.

(d) When such machine is a part of a train manned by train service employees.

(e) When such machine is detached from a work train to be used or operated under its own power with or without cars in connection with work that is being performed by the work train.

(f) When such machine is placed on a track other than a main track by a crew as provided for in paragraph 2 of this section or by a train or engine manned by train service employees, such machine may be used or operated on such track under its own power with or without cars.

151.

(g) When such machine is placed on a main track by a crew as provided for in paragraph 2 of this section or by a train or engine manned by train service employees at a location where such machine is to be used or operated, such machine may be used or operated on such main track under its own power provided that cars are not moved or switches are not operated by other than train service employees for the movement of such machine and provided that trains are not normally operated on more than two days per week over the portion of the main track on which such machine is used or operated under the provisions of this paragraph (g).

(h) When such machine is used or operated with or without cars for the purpose of loading and/or unloading cinders, coal, sand or Company material, or for the purpose of handling heavy material in connection with car repair or material yards, (not including the Tie Treating Plant at Paradise) roundhouse or shop operation or maintenance, when the use or operation of such machine is confined exclusively to car repair, material yard, roundhouse or shop yard tracks. When so used or operated, such machine may pick up cars first out to be loaded or unloaded, and may dispose of the cars on any of such tracks provided that such cars are placed on and removed from such tracks by an engine or train manned by train service employees.

(i) When used or operated at the Tie Treating Plant at Paradise or similar installations, such machine may be used or operated on any track, with or without cars, provided that cars are not switched from one track to another by such machine in connection with such use or operation.

(j) When such machine is used or operated in connection with the operation or maintenance of rock quarries, sand or gravel pits or gravel or ballast processing plants, concrete mixing plants or other similar installations, such machine may be used or operated on any track provided that cars are not switched from one track to another. Such machine with cars attached may move from one track to another provided that such movements are necessary in

processing the product of the plant.

Note: The phrase "used or operated" as used in this agreement means the actual use or operation of such machine to perform work and shall not be construed as applicable when such machine is tied up.

152.

For the purpose of this agreement tenders and/ or boom or idler cars, or cars on which equipment or supplies are carried and used in lieu of boom or idler cars, are a part of such machine and may be moved by such machine to the extent that such machine itself may be moved under the terms of this agreement and may be cut off and/or coupled to and/or moved by such machine.

SECTION II

1. This section will apply to any self-propelled roadway machine such as a rail detector car (including tow car), weed burner, scarifier, etc., equipped with flanged wheels for operation on the rails of standard railroad tracks, and which is not equipped with standard air brakes and/or standard railroad couplers, and not equipped with a permanently affixed raising or lifting device, and is of such size and weight that it cannot be removed from the track, hereinafter referred to in this section as such machine.

2. When such machine is used or operated on track under its own power to perform the type of work for which it is designed and built, such as testing rails in the case of a rail detector car, burning weeds in the case of a weed burner, etc.; on main line or when so used or operated on branch lines when four (4) or more trains are normally operated in twenty-four hours over the portion of such branch line on which such machine is so used or operated, one brakeman will be used with such machine subject to the exceptions in paragraph 6 of this Section II.

3. When such machine is so used or operated on a branch line when less than four (4) trains are normally operated in twenty-four hours over the portion of the branch line on which such machine is so used or operated, use of a brakeman with such machine will not be required.

Note: Work trains engaged in construction, repair or maintenance work or in wrecking service will not be counted in determining the number of trains normally operated in twenty-four hours.

4. When such machine is operated under its own power on main line or on branch line and is not used to perform the work for which it is designed and built on main track, use of a brakeman with such machine will not be required.

Note: When such machine is operated under the provisions of Paragraph 4 of this Section II, such

153.

machine may perform the work for which it is designed and built on tracks other than main track.

5. "Main line" as used and referred to in this agreement is the main track (or main tracks in multiple track territory) of the Second and Third Sub-Divisions of the Lake Superior Division; the First and Second Sub-Divisions of the St. Paul Division; the First and Second Sub-Divisions of the Fargo Division; the First, Second, Third, Fourth and Fifth Sub-Divisions of the Yellowstone Division; the First, Second, Third, Fourth, Fifth and Sixth Sub-Divisions of the Rocky Mountain Division; the First, Second and Third Sub-Divisions of the Idaho Division; and the First, Second and Third Sub-Divisions of the Tacoma Division, as presently constituted. "Branch line" as used and referred to in this agreement is the main track of all Sub-Divisions as presently constituted that are not specified in the preceding sentence.

6. The Railway Company at its option may use or operate such machine without using a brakeman under the

following conditions:

- (a) When such machine is used or operated on a track or tracks which have not been placed in service.
- (b) When such machine is used or operated on a track or tracks which have been permanently taken out of service.
- (c) When such machine is used or operated on a track or tracks not in service. The phrase "track or tracks not in service" which applies to either main or other than main tracks, is not intended to apply to main track taken out of service for the sole purpose of performing maintenance of way work, but shall apply to main track over which trains or engines have not been operated for a period of fifteen (15) days or more.

Note: The operation of trains to perform work train service on tracks that have not been placed in service or on tracks that have been taken out of service or are not in service as specified in SubSections (a), (b) and (c) above will not be construed as having placed such tracks in service.

SECTION III

1. This section will apply to any self-propelled roadway machine, equipped with flanged wheels for operation on the rails of standard railroad track, but not equipped with standard air brakes and/or

154.

standard railroad couplers and which is of such size and weight that it cannot be removed from the track without the aid of a device specially designed for that purpose hereinafter referred to as such machine. Such a device shall not be construed to mean extension handles or lifting bars or other similar equipment commonly applied to track motor cars, and other types of roadway equipment or machines.

2. When such machine is used or operated on track under its own power to perform the work for which it is designed and built, and the use of such machine on main track is confined to a section of track protected in accordance with requirements of Rule 99 (M), Operating Rules-General Instructions, Special Rules for Track and Bridge and Building Foremen and Employes and Operators of Track Cars, by the maintenance of way gang that is using such machine, or when such machine is being moved on main track from or to the nearest station or point at which it is practicable to unload it from or load it onto a standard railroad car and the location where such work is performed, and movement of such machine is protected in accordance with the requirements of said Rule 99 (M) by such maintenance of way gang, the Railway Company may at its option use or operate such machine without using a brakeman.

3. Except when used or operated as provided for in paragraph 2 of this section and subject to the exceptions enumerated in Paragraph 3 of Section II of this agreement, such machine if moved under its own power over the road on main track may be so moved without using a brakeman.

SECTION IV

1. This section will apply to self-propelled official inspection cars equipped with flanged wheels for operation on the rails of standard railroad tracks as distinguished from light weight inspection cars commonly referred to as track motor cars.

2. When officers' inspection cars which cannot readily be removed from the track such as Buda inspection car presently designated as No. B-61 and Fairmont inspection cars presently designated as Nos. B-62 B-63 and B-65, or cars of the same type or of the same general characteristics, are operated on main track of main or branch line, such

ma

155.

chines may be so operated without using a brakeman.

3. The Railway Company at its option may use or operate officers' inspection cars which are equipped with flanged wheels and pneumatic tires and with a hydraulic jack or turntable, or other similar lifting device, of the automobile type such as Ford inspection cars presently designated as Nos. B-64, Nos. B-67 to B-72 and Nos. B-77 to B-78, and Pontiac inspection car presently designated as No. B-75, which are now in service, or cars of the same type or of the same general characteristics, on main track of main or branch lines or on any tracks auxiliary or appurtenant thereto, without using a brakeman.

SECTION V

When more than one self-propelled machine as defined in Sections I, II and III of this agreement is used on one and the same job, alternately or simultaneously, when the use of a crew is required under the terms of this agreement, only one crew will be required provided that such two or more machines are used or operated in a manner that will permit one crew to perform necessary switching and/or to clear trains at the same station or location.

SECTION VI

It is understood and agreed that except as specifically provided for in this agreement, the Railway Company may at its option operate self-propelled or non-self-propelled roadway machines without using brakeman in connection with such operation.

SECTION VII

Nothing contained herein shall be construed as requiring the use of a brakeman on such machine as defined in this agreement when such machine is operated on tracks of this Company by employees of another company under a lease or trackage right agreement, provided that such machine is not used to perform work train service in territories in which the provisions of this agreement are applicable.

SECTION VIII

Nothing contained herein shall be construed as changing, modifying, or amending the agreement effective February 5, 1926 covering use of locomotive cranes and other self-propelled machines in yards where yardmen are employed.

SECTION IX

This agreement, entered into at St. Paul, Minne

156.

sota this 1st day of May, 1950 shall become effective as of May 10, 1950 and shall remain thereafter in effect subject to change in accordance with the procedure prescribed by the Railway Labor Act, as amended.

For the Northern Pacific Railway Company:

By H. W. McCAULEY,
Chief of Personnel.

For the Brotherhood of Railroad Trainmen:

By P. K. BYERS
General Chairman.

* * *

DECEMBER 16, 1951

AGREEMENT between the Northern Pacific Railway Company and the Order of Railway Conductors and Brotherhood of Railroad Trainmen covering the manning of freight trains detoured via the Great Northern Railway at Sidney when Northern Pacific conductors and trainmen are used to handle such trains on that Railway.

(1) Should it become necessary to detour an eastbound freight train via the Great Northern Railway at Sidney, the first out chain gang train crew at Glendive regularly assigned to pool freight service between Dickinson and Glendive will, if available under the Hours of Service Law, and except as provided in Section (2) of this agreement, be used to handle train out of Glendive and upon departure from Sidney. If the Railway Company elects to exercise the option provided for in Section (2) of this agreement, such train will be manned between Glendive and Sidney by the first out available chain gang train crew at Glendive regularly assigned to pool freight service between Glendive and Forsyth. In the event it becomes necessary to double crew such a train, a chain gang train crew regularly assigned to pool freight service between Glendive and Forsyth will, except as provided in Section (2) of this agreement be used as such double crew.

When and if the supply of available chain gang train crews at Glendive regularly assigned to pool freight service between Dickinson and Glendive becomes exhausted, the first out available chain gang crew at Glendive regularly assigned to pool

157.

freight service between Glendive and Forsyth will be used to handle train out of Glendive and except as provided in Section (2) of this agreement will also be used to handle the train upon departure from Sidney. In such a case, the second out available chain gang train crew at Glendive regularly assigned to chain gang service between Glendive and Forsyth will, if the train is double crewed and except as provided in Section (2) of this agreement be used as such double crew.

(2) It is understood and agreed if there are chain gang train crews from divisions east of the Yellowstone Division available at Sidney who have handled westbound Northern Pacific trains detoured over the Great Northern Railway into this point, such train crews may be used at the option of the Railway Company to man any or all eastbound freight trains detoured via the Great Northern Railway at Sidney.

This agreement becomes effective January 1, 1952, and may be terminated by either party signatory hereto serving 15 days' notice to the other party.

For the Northern Pacific Railway Company:

By C. H. BURGESS,
General Manager.

For the Order of Railway Conductors:

By E. M. HELGESON
General Chairman.

For the Brotherhood of Railroad Trainmen:

By P. K. BYERS

General Chairman.

* * *

FEBRUARY 16, 1953

AGREEMENT covering the assignment of brakemen to Trains Nos. 25 and 26 between Butte and Paradise:

(1) Effective March 1, 1953 four (4) brakemen will be regularly assigned to handle Trains Nos. 25 and 26 between Butte and Paradise and will operate as follows: Two brakemen designated as crew "A" will handle Train No. 25 Missoula to Paradise the first day; Train No. 26 Paradise to Butte and Train No. 25 Butte to Paradise the second day; Train No. 26 Paradise to Butte and Train No. 25 Butte to Missoula the third day, laying over at Missoula until the departure of Train No. 25 the fifth day when they will again begin the cycle by

158.

handling this train from Missoula to Paradise. Two brakemen designated as crew "B" will handle Train No. 26 Paradise to Butte and Train No. 25 Butte to Missoula the first day laying over at Missoula until the departure of Train No. 25 the third day when they will handle that train Missoula to Paradise, handle Train No. 26 Paradise to Butte and Train No. 25 Butte to Paradise the fourth day, and again begin the cycle by handling Train No. 26 Paradise to Butte and Train No. 25 Butte to Missoula the fifth day.

Brakemen handling Train No. 25 from Missoula to Paradise will be allowed 70.8 actual miles plus six (6) mountain constructive miles, a total allowance of 76.8 miles at the brakemen's passenger mileage rate. Brakemen handling Train No. 26 Paradise to Butte or Train No. 25 Butte to Paradise will be allowed 190.8 actual miles plus six (6) mountain constructive miles, a total allowance of 196.8 miles at the brakemen's passenger mileage rate. Brakemen handling Train No. 25 Butte to Missoula will be allowed 120.0 actual miles at the brakemen's passenger mileage rate.

(2) In the event Train No. 25 is so late into Paradise that the brakemen handling such train do not arrive in time to handle Train No. 26 out of Paradise, the Idaho Division brakemen handling Train No. 26 into Paradise will handle such train east out of that point to the meeting point with Train No. 25, change off with the brakemen on that train and then handle that train from such meeting point to Paradise. In no event will the Idaho Division brakemen handle Train No. 26 beyond Missoula. Idaho Division brakemen will be allowed 150 miles plus any mountain constructive mileage due at passenger brakemen's mileage rate for service performed on Train No. 26 from Paradise to a point west of Missoula and on Train No. 25 from the point west of Missoula to Paradise. In the event Idaho Division brakemen handle Train No. 26 from Paradise to Missoula they will handle delayed Train No. 25 from Missoula to Paradise and will be allowed 150 miles plus six (6) mountain constructive miles at brakemen's passenger mileage rate in each direction. A Rocky Mountain Division brakeman who is relieved enroute between Missoula and Paradise account Train No. 25 being late, or who does not handle train No. 25 west of Missoula, will be allowed his assignment mileage for that date.

(3) Under the terms of this agreement Missoula

159.

will be the relief point for brakemen assigned to Trains Nos. 25 and 26.

A brakeman who lays off at Missoula on the arrival of either Train No. 25 or Train No. 26 will be allowed actual mileage run plus any mountain constructive mileage due for service performed on trip and the extra brakeman relieving the regular brakeman will also be allowed actual mileage run plus any mountain constructive mileage due for the trip. The same allowances will apply when the regular brakeman resumes service by relieving the extra brakeman at Missoula.

(4) Under the terms of this agreement Butte will be the home terminal for brakemen assigned to Trains Nos. 25 and 26 between Butte and Paradise and such assignments will be bulletined in conformity with the provisions of Rule 89, Train and Yardmen's Schedule. However, a brakeman exercising displacement rights and a brakeman receiving one of these assignments by bulletin will take service at Missoula on Train No. 25. A brakeman giving up an assignment on Trains Nos. 25 and 26 between Butte and Paradise will do so at Missoula upon arrival of Train No. 25. Regular and extra brakemen covered by this section will be allowed actual mileage run plus any mountain constructive mileage due for the trip involved.

(5) It is understood and agreed there will be no allowance made to brakemen as result of any deadheading that may be necessary to place this agreement into effect.

(6) It is also understood and agreed this agreement may be canceled at any time without further negotiation by either of the parties signatory hereto serving ten (10) days' notice on the other party. It is further understood and agreed that in the event there is a change in schedule of any of the trains involved in this agreement as a result of which this agreement would become inoperative, the agreement will be automatically canceled at the time such change in schedule becomes effective. Upon termination of this agreement schedule rules applicable to brakemen handling Trains Nos. 25 and 26 between Butte and Paradise with Butte as the home terminal will again be in full force and effect.

For the Brotherhood of Railroad Trainmen:

P. K. BYERS, General Chairman.

For the Northern Pacific Railway Company;

H. W. McCauley

Chief of Personnel.

160.

NOVEMBER 11, 1952

AGREEMENT covering the assignment of brakemen to Trains Nos. 1 and 2 between Billings and Helena in order to establish Livingston as the home terminal and relief point for brakemen so assigned.

1. Effective November 16 1952 six brakemen will be regularly assigned to handle Trains Nos. 1 and 2 between Billings and Helena and will operate as follows: Two brakemen designated as Crew "A" will handle Train No. 1 Livingston to Helena and Train No. 2 Helena to Livingston the first day; Train No. 2 Livingston to Billings the second day; Train No. 1 Billings to Livingston the third day, and again begin the cycle by handling Trains Nos. 1 and 2 between Livingston and Helena the fourth day. Two brakemen designated as Crew "B" will handle Train No. 1 Billings to Livingston the first day; Train No. 1 Livingston to Helena and Train No. 2 Helena to Livingston the second day; Train No. 2 Livingston to Billings the third day, and again begin the cycle by handling Train No. 1 Billings to Livingston the fourth day. Two brakemen designated as Crew "C" will handle Train No. 2 Livingston to Billings the first day; Train No. 1 Billings to Livingston the second day; Train No. 1 Livingston to Helena and Train No. 2 Helena to Livingston the third day, and again begin the cycle by handling Train No. 2 Livingston to Billings on the fourth day.

Except as provided in Section 2 of this agreement brakemen handling Trains Nos. 1 and 2 between Billings and Helena under the provisions of this Section 1 will be compensated as follows: Train No. 1 Livingston to Helena, 122.8 actual miles plus six (6) mountain constructive miles, total allowance 128.8 miles at the brakemen's passenger mileage rate. Train No. 2 Helena to Livingston, 122.8 actual miles plus six (6) mountain constructive miles, total allowance 128.8 miles at the brakemen's passenger mileage rate. Train No. 2 Livingston to Billings 115.7 actual miles at the brakemen's passenger rate. Train No. 1 Billings to Livingston, 115.7 actual miles at the brakemen's

passenger mileage rate.

2. In the event Train No. 1 is so late into Helena that the brakemen handling such train do not arrive in time to handle Train No. 2 out of Helena, the Old Rocky Mountain Division brakemen han

161.

dling Train No. 2 into Helena will handle such train east out of that point to the meeting point with Train No. 1, change off with the brakemen on that train and then handle that train from such meeting point to Helena. In no event will the Old Rocky Mountain Division brakemen handle Train No. 2 beyond Livingston. In the event Old Rocky Mountain Division brakemen handle Train No. 2 Helena to Livingston, they will also handle delayed Train No. 1 Livingston to Helena. Old Rocky Mountain Division brakemen will be allowed actual mileage run with a minimum of 150 miles plus any mountain constructive mileage due at the brakemen's passenger mileage rate for service performed on Nos. 2 and 1 between Helena and a point west of Livingston is required to handle Train No. 2 from Helena to Livingston and Train No. 1 from Livingston to Helena they will be allowed 150 miles plus six (6) mountain constructive miles at the brakemen's passenger mileage rate in each direction. Old Montana Division brakemen handling delayed No. 1 out of Livingston to the meeting point with Train No. 2 between Livingston and Helena and Train No. 2 from such meeting point to Livingston will be allowed the mileage of their assignment Livingston to Helena and return, viz., 245.6 actual miles and twelve (12) mountain constructive miles at the brakemen's passenger mileage rate. Old Montana Division brakemen who do not perform any service on Trains Nos. 1 and 2 between Livingston and Helena account Train No. 1 being so late they cannot depart Livingston on that delayed train before arrival of Train No. 2 will be allowed the mileage of their assignment Livingston to Helena and return, viz., 245.6 actual miles and twelve (12) mountain constructive miles at the brakemen's passenger mileage rate.

Note: It is understood that if necessary to comply with the Hours of Service Law the Old Rocky Mountain Division brakemen laying over at Helena rather than the Old Rocky Mountain Division brakemen arriving Helena on No. 2 may be used to handle such train out of Helena.

In the event Train No. 2 is so late into Billings that the brakemen handling such train do not arrive in time to handle Train No. 1 out of Billings the Old Yellowstone Division brakemen handling Train No. 1 into Billings will handle such train west out of that point to the meeting point with Train No. 2, change off with the brakemen handling that train

162.

and then handle that train from such meeting point to Billings. In no event will the Old Yellowstone Division brakemen handle Train No. 1 beyond Livingston. Old Yellowstone Division brakemen will be allowed actual mileage run with a minimum of 150 miles at the brakemen's passenger mileage rate for service performed on No. 1 and return to Billings from a point east of Livingston. If required to handle Train No. 1 from Billings to Livingston they will be allowed 150 miles at the brakemen's passenger mileage rate and 150 miles at brakemen's passenger mileage rate for returning Livingston to Billings. Old Montana Division brakemen handling delayed No. 2 out of Livingston to the meeting point with Train No. 1 between Livingston and Billings and Train No. 1 from such meeting point to Livingston will be allowed the mileage of their assignment Livingston to Billings and return, viz., 231.4 actual miles at the brakemen's passenger mileage rate. Old Montana Division brakemen who do not perform any service on Trains Nos. 2 and 1 between Livingston and Billings account Train No. 2 being so late they cannot depart Livingston on that delayed train before arrival of Train No. 1 will be allowed the mileage of their assignment Livingston to Billings and return, viz., 231.4 actual miles at the brakemen's passenger mileage rate.

Note: It is understood that if necessary to comply with the Hours of Service Law Old Yellowstone Division brakemen laying over at Billings rather than the Old Yellowstone Division brakemen arriving Billings on No. 1 may be used to handle such train west out of Billings.

3. It is understood and agreed there will be no allowances made to brakemen as a result of any deadheading that

may be necessary to place this agreement in effect.

4 (a). It is understood and agreed that part of Rule 66(b) of the current Train and Yardmen's Schedule reading "Billings for Montana Division passenger trainmen" is canceled for the duration of this agreement.

4(b). It is understood and agreed that part of Rule 66(b) reading: "Livingston for Montana Division freight trainmen" will be for the duration of this agreement changed to read "Livingston for Old Montana Division (territory between Billings and Helena and Butte)."

5. This agreement may be canceled at any time without further negotiation by either of the parties
163.

hereto serving ten days written notice on the other party. It is further understood and agreed that in the event there is a change in the schedule of any of the trains involved in this agreement as a result of which this agreement would become inoperative, the agreement will be automatically canceled at the time such change in schedule becomes effective. Upon termination of this agreement schedule rules applicable to brakemen handling trains Nos. 1 and 2 between Billings and Helena with Billings as home terminal and relief point and Rule 66(b) as it appears in the current schedule for Train and Yardmen will again be in full force and effect.

For the Brotherhood of Railroad Trainmen:

P. K. BYERS,
General Chairman.

For the Northern Pacific Railway Company:

H. W. McCAULEY,
Chief of Personnel.

. . .
DECEMBER 31, 1951

MEMORANDUM OF AGREEMENT between the Northern Pacific Railway Company and the Brotherhood of Railroad Trainmen.

Pursuant to the provisions of Sections 13 and 14 of Article 3 of Agreement "A" dated May 25, 1951, by and between the Participating Carriers listed in Exhibits A, B and C, attached thereto, and represented by Eastern, Western and Southeastern Carriers' Conference Committees, and the employees shown thereon and represented by the Brotherhood of Railroad Trainmen through their Conference Committee, the following is agreed to effective January 1, 1952:

1. When a regular yardman performs service as a relief yardmaster on the assigned day off of a regular yardmaster, on one or both of his assigned "days off" in yard service, each "day off" so worked shall be deducted from the number of days such a yardman is entitled to work in yard service in the week following the "days off" period during which such service was performed and such a yardman shall be required to lay off as yardman in such work week for the number of "days off" so worked provided that such a yardman may be relieved by an extra yardman at straight time rate.

164.

A yardman who has occupied a position as yardmaster with an assigned day off for six or more consecutive days, will not be Permitted to exercise seniority as a yardman on the assigned day off of the position of yardmaster so occupied.

Note: The term yardmaster as used herein, shall include positions of General Yardmaster, Assistant General Yardmaster, Yardmaster and Assistant Yardmaster.

2. A yardman in the status of an extra yardman will not be permitted to exercise seniority to work more than one straight time shift on any calendar day.

3. This Agreement supersedes and terminates the Memorandum of Agreement dated October 12, 1951 effective November 1, 1951, and shall continue in effect concurrently with the said Article 3 of the said Agreement "A", subject to change or termination on thirty (30) days notice in writing by either of the parties hereto.

For the Northern Pacific Railway Company:

H. W. McCAULEY,
Chief of Personnel.

For the Brotherhood of Railroad Trainmen:

P. K. BYERS
General Chairman.

. . . .

MEMORANDUM OF UNDERSTANDING covering the application of the five day work week in yard service. Revised September 10, 1952.

Pursuant to the provisions of Sections 13 and 14 of Article 3 of the Agreement "A" dated May 25, 1951 by and between the participating Carriers listed in Exhibits A, B and C attached thereto and represented by Eastern, Western and Southeastern Carriers' Conference Committees and the employes shown thereon and represented by the Brotherhood of Railroad Trainmen through their Conference Committee, the following understandings to implement the purposes of the said Article 3 with respect to the application of the said Article 3 on the Northern Pacific Railway, are agreed to, and any existing practices to the contrary are hereby

165.

modified to conform with the following: (Article 3 of Agreement appears in Rule 98.)

Section 1(a). Application is self-explanatory.

Section 1(b)(1). The provisions of this section are not applicable to a strict seniority or mark-up board system such as is in effect on the Northern Pacific.

Section 1(b)(2)(a). List all regular engine, pilot, herder and other assignments filled by yardmen, including regular single day yardmaster relief and show the number of men required to fill such assignments on each of the days on which each engine or shift is assigned to work. Add the total number of man days required during a calendar week for each such engine or shift and show the total in a separate column on the right hand side of the page. After all known assignments for yard service employes have been so listed, show the total number of men required to work on each of the seven (7) days of the week and the total number of man days in the right hand column. Divide the total number of man days by five (5) to determine the number of men working five (5) days per week that will be required to fill all jobs on the seven (7) days of the week and provide "days off" periods for the regular men. Indicate the number of regular men that will be required on each day of the week. (In the event that some of the assignments listed are 5 day assignments consult the following example before proceeding.) In the event that it will be necessary to use extra men on some days to afford the required number of "days off" periods, show one extra man day for each day on which an extra man will be required beginning as closely as possible with Monday. Add the extra man days

to the regular man days for each day of the week and the total will indicate the number of men needed on each day of the week to provide the required number of "days off". Subtract the number of jobs to be filled on each day of the week from the total number of men required on each day and the result will indicate the "days off" periods which may be assigned to employees in accordance with the provisions of Section 1(2)(b).

The following example shows the manner in which regular assignments, according to service requirements, will be listed in accordance with instructions outlined above. Further examples are attached.

166.

Example 1.

Number of Yardmen Required--Per Day.								Per Week
Assignment	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Man Days
6:30 AM Lead	3	3	3	3	3	3	3	21
7:00 AM Gen. Sw.	3	3	3	3	3	3	3	21
8:00 AM Industry		3	3	3	3	3	3	18
8:00 AM Herder	1	1	1	1	1	1	1	7
2:30 PM Lead	3	4	4	4	4	4		27
3:00 PM Gen. Sw.	3	3	3	3	3	3	3	21
4:00 PM Industry		3	3	3	3	3		15
4:00 PM Herder		1	1	1	1	1	1	6
6:00 PM Pilot		1	1	1	1	1	1	6
10:30 PM Lead	3	4	4	4	4	4	3	26
11:00 PM Gen. Sw.		3	3	3	3	3		15
12: 00 MN Industry		3	3	3	3	3		15
Yardmaster Relief	1	1				1	3	
TOTAL	17	33	32	32	32	32	23	201

201 man days divided by 5 indicates that 40 regular men working 5 days per week and 1 extra man working 1 day per week will be required to fill all jobs on the 7 days of the week and provide 80 "days off" for the regular men. However, there are now 10 regular assignments (Including the fourth man on the 10:30 PM Lead Engine) now

167

working 6 days per week with Saturday and Sunday as "days off". Deduct the 10 regular assignments on each of the 5 days on which they work and the 50 man days represented thereby from the total.

Total Man Days	17	33	32	32	32	32	23	201
Man Days 5-day assignments		10	10	10	10	10		50
Man Days 6 and 7 day assignments	17	23	22	22	22	22	23	151

As 10 of the 40 regular men required are now in 5-day service and have potential "days off", 30 regular men and 1 extra man working 1 day per week will be required to fill the assignments in 6 and 7 day service.

Regular men required	30	30	30	30	30	30	30	
Extra men required			1*					
Total 6 and 7 day service	30	30	31*	30	30	30	30	
Jobs to be filled	17	23	22	22	22	22	23	
"Days off"	13	7	9*	8	8	8	7	

*See note below.

To determine the consecutive "days off" in 6 and 7 day service where the number of potential "days off" on Sunday is greater than on the other days of the week, Saturday-Sunday and Sunday-Monday combinations should first be determined. In the above example, 7 men can be off on Saturday and Sunday, 6 on Sunday and Monday, 8 on Tuesday and Wednesday and 8 on Thursday and Friday. This combination leaves one potential day off on Monday. By using the extra man required for one day on Tuesday, one Monday-Tuesday "day off" period is established. The procedure outlined above is illustrated in the following example:

	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Days off in 6 and 7 day service	13	7	9*	8	8	8	7
Saturday and Sunday	7						7
Sunday and Monday		6	6				
Monday and Tuesday			1	1*			
Tuesday and Wednesday				8	8		
Thursday and Friday					8	8	

***Note:** The assignment to be worked by an extra man for one day per week to provide sufficient "days off" is set up for Tuesday to combine with the one "day off" on Monday left over after all possible consecutive "days off" periods were established.

169

The "days off" periods established as outlined above combined with the 10 Saturday-Sunday "days off" periods already existing for the 10 5-day per week assignments produce the required number of "days off" which may be assigned to employees in accordance with the provisions of Section 1(2)(b) as follows:

Saturday and Sunday	17 men	34 days
Sunday and Monday	6 "	12 "
Monday and Tuesday	1 man	2 "
Tuesday and Wednesday	8 men	16 "
Thursday and Friday	8	16 "
TOTAL	40 men	80 days

Where switchtenders are employed, a separate list for switchtenders should be compiled and "days off" periods established. See Example 5.

Note: When at an individual yard, the yardmaster relief work regularly performed by yardmen, included in the list of assignments filled by yardmen, is performed by regular yardmen on their days off, or by yardmen who work as a regular yardman and as a relief yardmaster on the same calendar day, the yardmaster relief days will be removed from the list of regular assignments and the regular assignments that will be in effect after such change has been made shall be relisted and the number of men required to fill such assignments shall be recalculated in accordance with the provisions of the foregoing section.

Section 1(b)(2)(b). After "days off" periods have been assigned in accordance with the provisions of this section, a list of "days off" periods of regular employees will be compiled and posted.

Section 1(b)(2)(c). For the purpose of carrying out the provisions of this section:

1. A vacancy in a "days off" period shall occur: (1) when vacated as the result of an employee exercising seniority to another "days off" period, (2) when vacated as the result of termination of employment for any reason including retirement under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five (65), or (3) when a regular yardman has been temporarily out of service as such for more than thirty (30) consecutive days.

2. A new assignment is created when an additional engine or shift is assigned for more than seven (7) consecutive days.

3. The "days off" periods shall be affected by force reduction when an assigned engine or shift
170.

is canceled or annulled for one day or more except that, when an assigned engine or shift is canceled or annulled by notice or bulletin for a period not exceeding three (3) consecutive days and the notice or bulletin canceling or annulling the assignment states that the assignment will be reestablished at the end of such period, such cancellation or annulment and reestablishment of an assignment shall not constitute a force reduction with respect to "days off" periods and the "days off" periods of yardmen affected thereby will remain unchanged.

4. When a new assignment is created or a force reduction occurs, the regular assignments that will be in effect after such change has been made shall be relisted and the number of men required to fill such assignments shall be recalculated in accordance with Section 1(b)(2)(a) hereof and the examples attached hereto to determine the number of regular men that will be required and the "days off" periods that will exist after the change has been made. Assigned "days off" periods that are not affected by such change will remain unchanged except that yardmen may exercise seniority to another "days off" period as hereinafter provided for.

5. When vacancies occur in "days off" periods, such vacancies shall be bulletined for seniority preference by posting a notice on the 1:00 P.M. mark up, which will be held open until 1:00 P.M. of the third day following date of posting, during which time yardmen may make application in writing, signifying their choices of "days off" periods that are listed as vacant, and assignments of the senior applicants will be made upon expiration of the notice. Pending expiration of the notice, such vacancies shall be temporarily assigned to yardmen advanced to the status of regular yardmen as the result of such vacancies and in the event no applications are received, vacancies in "days off" periods upon expiration of the notice shall be assigned to the yardmen advanced to the status of regular yardmen in the order of their seniority choice.

6. If as the result of force reduction the number of "days off" periods available for assignment is reduced, yardmen affected thereby may exercise their seniority to another "days off" period and yardmen displaced from their "days off" period thereby may exercise their seniority to another "days off" period in the same manner. Seniority must be so exercised within twenty-four (24) hours of such reduction or displacement provided that

171.

when the 24 hour period occurs on the "days off" of a yardman or while a yardman is temporarily absent from duty, such a yardman may exercise his seniority to a "days off" period not later than on the day of his first service following his "days off" period or on the day of his return to duty as the case may be.

7. When a regular yardman who has been temporarily out of service as such for more than thirty (30) consecutive days and whose "days off" period has been declared vacant and reassigned in accordance with the foregoing provisions of this section returns to service, he shall exercise his seniority to a "days off" period at the time he marks up for service and junior employees displaced from their "days off" periods will exercise their seniority to another "days off" period as hereinabove provided for.

Section 1(b)(2)(d). Application is self-explanatory.

Section 1(3). Application is self-explanatory.

Section 1(4). Application is self-explanatory

Section 2. The term "work week" for regular yardmen (switchtenders) shall mean a week beginning on the first calendar day following the assigned "days off" period.

The term "regular employe" means a yardman (switchtender) who has sufficient seniority to hold a regular engine or shift for five (5) days in a work week and a "days off" period on the basis of the number of engines or shifts regularly assigned.

When a regular yardman has been temporarily out of service as such for more than thirty (30) consecutive days, the senior extra yardman will be advanced to the status of a regular yardman until the regular man out of service returns. In all other circumstances extra yardmen filling vacancies or performing other extra service will retain their status as such.

The daily crew board mark-up will show the name of the junior regular yardman.

Section 3. The provisions of this section are not applicable under a strict seniority or mark-up board system, such as is in effect on the Northern Pacific except the note under Section 3(e) which may be applied to the establishment of "days off" periods if necessary to meet operational requirements.

Section 4. Provisions with respect to the establishment of non-consecutive days off are self-explanatory and the accumulation of "days off" is

172.

covered by Memorandum of Agreement dated February 1, 1952.

Section 5. The provisions of this section will not apply on the Northern Pacific so long as men do not hold common seniority in both road and yard service.

Section 6. Application is self-explanatory.

Section 7. The provisions of this section will apply on the Northern Pacific as if written as follows:

(a) In the event a regular engine or shift is annulled for one day or more, yardmen affected thereby may exercise their seniority in accordance with applicable schedule rules.

(b) In the event a regular engine or shift is annulled for one day or more and such annulment does not constitute a force reduction with respect to the "days off" periods as provided in Section 1(b)(2)(c)3, a regular yardman who, because of his seniority standing, is unable to place himself on a regular engine or shift on the day or days on which the regular engine or shift is annulled, will revert to the status of an extra yardman on such day or days.

(c) In the event that a regular yardman who reverts to the status of an extra yardman under the provisions of paragraph (b) hereof, because of his seniority standing is unable to work as an extra yardman on one or more of the work days of his assigned "days off" period, he may if he so desires, revert to the status of an extra yardman on the sixth and/or seventh day of his work week to provide him an opportunity to work five (5) straight time shifts during his work week, provided: (1) that such yardman was available for work as an extra yardman and did not fail to mark up, or to respond when called for such work, on any or all of the days on which he was in the status of an extra yardman, and (2) that such service for the first eight (8) hours on such sixth and/or seventh days will be paid for at straight time rates until such yardman has worked five (5) straight time shifts in the work week of his "days off" period, when he will resume the status of regular yardman, any service in excess of eight (8) hours on such days to

be paid for under the overtime rules.

Section 8(1). The words, "****and shall be understood to apply to regular relief men, except that work performed by regular relief men on assignments which conform with the provisions of Section 3 shall be paid for at the straight time

173.

rate." are not applicable under a strict seniority or mark-up board system such as is in effect on the Northern Pacific.

The application of the further provisions of Section 8 are self-explanatory.

Section 9. In applying the provisions of this section the phrase "**** employee having interchangeable yard and road rights ***" means an employee who transfers from road service to yard service, or vice versa, under the provisions of Rules 85 and 113 of the Schedule for Train and Yardmen.

Where extra work in yard service is performed by trainmen from the trainmen's extra list by agreement, the last service rendered on which minimum vacation pay is based means the last road service rendered.

Section 10. Application is self-explanatory.

Section 11(a). The provisions of this section are not applicable under a strict seniority or markup board system such as is in effect on the Northern Pacific.

Section 11(b). The provisions of this section will apply on the Northern Pacific as if written as follows:

A regular yardman who selects another "days off" period will be permitted to go on the "days off" period of his choice and will take the conditions of that "days off" period, but will not be permitted to work more than five (5) straight time eight (8) hour shifts, as referred to in paragraph (d) of this section, in the work week of the "days off" period which he had at the time he made his choice; provided, however, that if the foregoing would not permit such regular yardman to work one or more days of the work week of the "days off" period of his choice, and if there is no extra man available who could be used to perform the work on those days, he may be used to work those days at the straight time rate.

If the foregoing would not permit a regular yardman who is forced to select a new "days off" period to work ten (10) straight time eight (8) hour shifts in the fourteen (14) calendar day period starting with the first day off of the "days off" period which he had at the time he was forced to select a new "days off" period, he will be permitted to work the remaining work days of the "days off" period which he had at the time he was forced to select the new "days off" period, and on completion thereof will take the conditions of the work week of his choice, provided that service for the first

174.

eight (8) hours on the number of days in excess of five (5) that are worked during such fourteen (14) calendar day period will be paid for at straight time rates until such regular yardman has worked ten (10) straight time shifts in that fourteen (14) calendar day period, service in excess of eight (8) hours on any of such days to be paid for under the overtime rules.

In the event a regular yardman who because of his seniority standing, is unable to place himself on a regular engine, or shift, on one or more of the work days of his "days off" period, as the result of a senior regular yardman being permitted to work the remaining days of the "days off" period which he had at the time he was forced to select a new "days off" period, will retain his assigned "days off" period and will be governed by the provisions of Section 7(b) and (c).

Note: A regular yardman who is forced to exercise his seniority to a new "days off" period, means a regular yardman whose assigned "days off" period is abolished, or who, as the result of reduction of the number of "days off" periods available for assignment, does not have sufficient seniority to hold the "days off" period to which he is assigned, or who is displaced from his assigned "days off" period by the exercise of seniority.

Section 11(c). The provisions of the first paragraph of this section are not applicable under a strict seniority or mark-up board system such as is in effect on the Northern Pacific.

The provisions of the second paragraph of this section shall apply on the Northern Pacific as follows:

An extra yardman changing to the status of a regular yardman will be permitted to go on the "days off" period he acquires as a regular yardman and will take the conditions of that "days off" period, but will not be permitted to work more than five (5) straight time eight (8) hour shifts as referred to in paragraph (d) of this section in the work week starting with the Monday of the week in which the change is made; provided, however that if the foregoing would not permit such yardman to work on one or more of the work days in the work week of the "days off" period he so acquired, and if there is no extra man available who could be used to perform the work on those days at straight time rates, he may be used to work those days at the straight time rate.

175.

A regular yardman changing to the status of an extra yardman will not be permitted to work more than five (5) straight time eight (8) hour shifts as referred to in paragraph (d) of this section in the work week starting with the Monday of the week in which the change is made.

Section 11(d). As applicable on the Northern Pacific, this section provides that:

Except when a regular yardman who takes another "days off" period is permitted to work more than five (5) straight time eight (8) hour shifts in the work week he had at the time he made his choice as provided in Section 11(b); or when a regular yardman who reverts to the status of an extra yardman is permitted to work five (5) straight time eight (8) hour shifts as an extra yardman in the work week starting with the Monday of the week in which the change is made, regardless of the number of days he worked in the "days off" period that he had before the change was made, as provided in Section 11(c) yardmen, regular or extra, will not be permitted to work more than five (5) straight time eight (8) hour shifts in yard service when there are extra yardmen available for work at the pro rata rate; that in the computation to determine when a yardman, regular or extra, has worked five (5) straight time eight (8) hour shifts in a work week, the exceptions from the computations provided for in paragraphs 3 and 4 of Section 8 will be excluded; that when the exigencies of the service require the use of additional men and there are no extra yardmen available to work at the pro rata rate, extra yardmen available for work at overtime rate will be used; and that when there are no extra yardmen available, senior available yardmen will be used in accordance with applicable rules or practices as in effect on the property prior to inauguration of the five day work week.

Section 12. Application is self-explanatory

This Memorandum of Understanding supersedes the Memorandum of Understanding dated December 21, 1951 and the amendments thereto dated February 8, 1952 and April 22, 1952, respectively.

For the Brotherhood of Railroad Trainmen:

P.K. BYERS,
General Chairman.

For the Northern Pacific Railway Co.:

H. W. McCAULEY

Chief of Personnel.

176.

Example 2. Number of Yardmen Required - Per Day - Per Week

Assignment	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Man Days
7:30 AM	3	3	3	3	3	3	21	
8:00 AM	3	3	3	3	3	3	21	
3:30 PM	3	3	3	3	3	3	21	
4:00 PM	3	3	3	3	3	3	21	
11:30 PM	3	3	3	3	3	3	21	
12:00 MN	3	3	3	3	3	3	21	
TOTAL	18	18	18	18	18	18	18	126

126 man days divided by 5 indicates that 25 regular men working 5 days per week and 1 extra man working 1 day per week will be required to fill all Jobs on the seven days of the week and provide 50 "days off" for the regular men.

Regular men required	25	25	25	25	25	25	25
Extra men required	1*						
TOTAL	25	26	25	25	25	25	25

Jobs to be filled	18	18	18	18	18	18	18
-------------------	----	----	----	----	----	----	----

DAYS OFF	7	8	7	7	7	7	7	Men	Days
Saturday and Sunday	3						3	3	6
Sunday and Monday	4	4						4	8
Monday and Tuesday		4	4					4	8
Tuesday and Wednesday			3	3				3	6
Wednesday and Thursday				4	4			4	8
Thursday and Friday				3	3		3	3	6
Friday and Saturday					4	4	4	4	8
TOTAL							25	25	50

***Note:** The assignment to be worked by an extra man for one day per week to provide sufficient "days off" is set up for Monday to combine with the one "day off" on Sunday that would otherwise be left over after all possible consecutive "day off" periods were established.

Example 3.

Number of Yardmen Required - Per Day - Per Week

Assignment	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Man Days
6:30 AM	3	3	3	3	3	3	21	
8:00 AM	3	3	3	3	3	3	18	
2:30 PM	3	3	3	3	3	3	21	
4:00 PM	3	3	3	3	3	3	18	
10:30 PM	3	3	3	3	3	3	21	
TOTAL	9	15	15	15	15	15	15	99

99 man days divided by 5 indicates that 19 regular men working 5 days per week plus 1 extra man working 4 days per week will be required to fill all jobs on the 7 days of the week and provide 38 "days off" for the regular men. By

using an extra man on Monday, Tuesday, Wednesday and Saturday the required number of consecutive "days off" may be established as follows:

Regular men required	19	19	19	19	19	19	19
Extra men required		1	1	1			1
TOTAL	19	20	20	20	19	19	20

Jobs to be filled	9	15	15	15	15	15	15
Days off	10	5	5	5	4	4	5
Saturday and Sunday	5						5
Sunday and Monday	5	5					
Tuesday and Wednesday			5	5			
Thursday and Friday					4	4	
							19 men 38 days

Example 4.

Assignment	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Man Days
8:00 AM	3	3	3	3	3	3		21
4:00 PM		3	3	3	3	3		18
TOTAL	3	6	6	6	6	6		39

39 man days divided by 5 indicates that 7 regular men working 5 days per week plus 1 extra man working 4 days per week will be required to fill all jobs on the 7 days of the week and provide 14 "days off" for the regular men. By using an extra man on Monday, Tuesday, Wednesday and Saturday, the required number of consecutive "days off" may be established as follows:

Regular men required	7	7	7	7	7	7	7
Extra men required		1	1	1			1
TOTAL	7	8	8	8	7	7	8

Jobs to be filled	3	6	6	6	6	6	6
Days off	4	2	2	2	1	1	2
Saturday and Sunday	2						2
Sunday and Monday	2	2					
Tuesday and Wednesday			2	2			
Thursday and Friday				1	1		
							7 men 14 days

Example 5. SWITCHTENDERS

Number of Men Required - Per Day - Per Week								
Assignment	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
8:00 AM	1	1	1	1	1	1		7
4:00 PM	1	1	1	1	1	1		7
Midnight	1	1	1	1	1	1		7
TOTAL	3	3	3	3	3	3		21

21 man days divided by 5 indicates that 4 regular men working 5 days per week plus 1 extra man working 1 day per week will be required to fill all jobs on the 7 days of the week and provide 4 "days off" periods for the regular

men.

Regular men required	4	4	4	4	4	4	4
Extra	1						
TOTAL	4	5	4	4	4	4	4

Jobs to be filled	3	3	3	3	3	3	3	
Days off	1	2	1	1	1	1	1	8
Sunday and Monday	1	1						1 man 2 days
Monday and Tuesday		1	1					1 man 2 days
Wednesday and Thursday				1	1			1 man 2 days
Friday and Saturday					1	1		<u>1 man 2 days</u>
								4 men 8 days

Assignment	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Total
7:00AM- 3:00 PM	1	1	1	1	1	1		7
3:00PM-11:00 PM	1	1	1	1	1	1		7
11:00 PM-7:00 AM	1	1	1	1	1	1		7
4:00 PM-Midnight	1	1	1	1	1	1		7
TOTAL	4	1	4	4	4	4		28

28 man days divided by 5 indicates that 5 regular men working 5 days per week plus 1 extra man working 3 days per week will be required to fill all jobs on the 7 days of the week and provide 5 "days off" periods for the regular men.

Regular men required	5	5	5	5	5	5	5
Extra men required		1	1	1			
TOTAL	5	6	6	6	5	5	5

Jobs to be filled	4	4	4	4	4	4	4	
Days off	1	2	2	2	1	1	1	10
Sunday and Monday	1	1						1 man 2 days
Monday and Tuesday		1	1					1 man 2 days
Tuesday and Wednesday			1	1				1 man 2 days
Wednesday and Thursday				1	1			1 man 2 days
Friday and Saturday					1	1	1	1 man 2 days
								5 men 10 days

APRIL 1, 1954
MEMORANDUM OF UNDERSTANDING
(Amendment)

Section 11(d) of the Memorandum of Understanding of September 10, 1952 covering the application of the five day work week in yard service, provides in part as follows:

"* * * when the exigencies of the service require the use of additional men and there are no extra yardmen available to work at the pro rata rate, extra yardmen available for work at overtime rate will be used; and that when there are no extra yardmen available, senior available yardmen will be used in accordance with applicable rules or practices as in effect on the property prior to inauguration of the five day work week."

Effective April 15, 1954, the above quoted provision is amended to provide for the following application at the

yards herein named:

St. Paul - Stillwater
Minneapolis
Duluth - Superior
Brainerd
Staples
Dilworth--Fargo
Jamestown
Glendive
Laurel
Butte

1(a). When the exigencies of the service require the use of additional men, after all extra yardmen have completed five straight time shifts in the work week commencing with Monday, and there are no extra yardmen available on the sixth and/or seventh days of the work week at pro rata rate the senior yardmen, regular or extra, available for work at overtime rate will be used, giving preference to regular yardmen signifying in writing their desire to be used for such extra work.

(b) A list of yardmen who have expressed in writing their desire to be used for extra work, as provided for in paragraph (a) above, will be set up, maintained, and posted in the yard office. Regular yardmen expressing desire to perform such extra work will be required to indicate in their written applications the shift period or periods they

182.

will be available for, which will be shown on the list posted in the yard office.

(c) Desire to perform service under Section 1(a), or to change previously expressed desire, must be made in writing to the designated local officer and the local chairman of the Brotherhood of Railroad Trainmen. Yardmen will be permitted to change designation of desire to perform service under this arrangement not more than once during each thirty day period. It is understood that yardmen who have indicated their desire to perform extra service under these provisions will be required to protect such extra work, unless they seek and secure permission to lay off in the usual manner.

Note: The term "available" as used in paragraph (a) means available to commence work at the time and place designated for the engine or shift to start work, and available for eight (8) hours' service under the Hours of Service Law.

(d) It is understood that when a regular yardman is not available for his regular assignment account performing extra work for which he has indicated his desire to be used under paragraph (a) hereof, and application of the Hours of Service Law, vacancies created thereby will be filled in the usual manner.

2. Arrangements herein above provided for may be made effective in yards other than those above listed upon request of the Local Chairman subject to approval of the General Chairman and the General Manager.

3. Nothing contained in the foregoing paragraphs of Section 1 is intended to disturb the present method of filling vacancies as foremen that occur after board mark-up time.

4. Nothing contained in this amendment shall be construed as modifying or changing provisions of the Memorandum of Understanding of September 10, 1952 except as herein specifically provided for. This amendment is subject to change or termination on 30 days' notice in writing by either of the parties signatory hereto.

For the Northern Pacific Railway Company:

F. J. HORNER

Assistant Chief of Personnel.

For the Brotherhood of Railroad Trainmen:

P. K. BYERS,

General Chairman.

183.

**LETTER AGREEMENTS OF OCTOBER 27, 1953
AND NOVEMBER 16, 1953 CONCERNING
INTERCHANGEABLE SENIORITY RIGHTS**

St. Paul, Minnesota

October 27, 1953

Mr. P. K. Byers, Chairman
General Grievance Committee
Brotherhood of Railroad Trainmen
317 Empire Bank Building
St. Paul 1, Minnesota

Dear Sir:

Referring to the Memorandum of Agreement entered into October 27, 1953, covering establishment of interchangeable seniority rights for employees in train and yard service, effective December 1, 1953.

In accordance with Section 8 of the agreement, there is to be no change with respect to employees protecting seniority as conductors, or protecting seniority as yardmaster. Until such time as other arrangements may be agreed upon, the following will govern:

It is understood and agreed that the provisions of the agreement covering interchangeable seniority rights shall not be construed to mean that employees with conductors' seniority will in any manner be exempted from filling or occupying positions as conductor in accordance with existing practices and as provided for in Rules 98(c) and 130 of the Conductors' Schedule and Rule 82(k) of the Train and Yardmen's schedule. Accordingly, regularly assigned conductors, or employees entitled to regular positions as such will not be permitted to exercise seniority rights to yard service. Demoted conductors in yard service advanced to the status of regularly assigned conductors will be required to leave yard service to fill such positions.

Demoted conductors working in yard service available at the source of supply for extra conductors in road service, will be subject to call for extra conductors' work in accordance with existing practices and applicable schedule rules. Demoted conductors in yard service at other than the source of supply for extra conductors, will not be considered available for extra conductors' work if there are other demoted conductors available for such work. Demoted conductors in yard service advanced to status of conductor, regular or extra, will upon completion of such service, return to yard service to complete six months in yard service, or as other.

184.

wise provided for in Section 4 of the agreement. In such cases, time spent in service as conductor will be included in calculation of the six months in yard service.

It is understood and agreed that the provisions of the agreement covering interchangeable seniority rights shall not be construed to mean that employees who have acquired yardmasters' seniority will in any manner be exempted

from filling or occupying positions as yardmaster in accordance with existing practices and applicable rules of the Yardmasters' Schedule.

Regularly assigned yardmasters or employees entitled to regular positions as such, will not be permitted to exercise seniority rights in road or yard service.

An employee leaving road service to fill a position as yardmaster, regular or extra, by virtue of his seniority as yardmaster, will upon completion of such service, return to road service to complete six months road service or as otherwise provided for in Section 4 of the agreement. In such cases, time spent in service as yardmaster will be included in calculation of the six months in road service.

An employee, who has not acquired yardmasters' seniority, but who has signified his desire to perform extra yardmasters' work at a particular yard will be governed by terms of the letter agreement of April 7, 1949 while in yard service at such yard. However, in the event such employee transfers to road service or to another yard, his name will be removed from the list of those who have signified their desire to perform extra yardmasters' work. Such employee, if he transfers to another yard, will not be prevented from signifying his desire to perform extra yardmasters' work at such other yard under the terms and conditions of the letter agreement of April 7, 1949, while in yard service at such other yard. Shifts worked as a yardmaster at two different yards will not be combined in computing the 60 shifts required to establish a seniority date as yardmaster.

The foregoing constitutes a letter agreement to govern the particular matters herein referred to, and the provisions of this letter agreement shall continue in effect subject to change by mutual agreement.

AGREED TO:
P. K. BYERS.
General Chairman
Brotherhood of Railroad Trainmen

Yours truly,
H. W. McCAULEY,
Chief of Personnel.

185.

St. Paul, Minnesota
November 16, 1953

Mr. P. K. Byers, Chairman
General Grievance Committee
Brotherhood of Railroad Trainmen
317 Empire Bank Building
St. Paul 1, Minnesota

Dear Sir:

Referring to the Memorandum of Agreement entered into October 27, 1953, covering establishment of interchangeable seniority rights for employees in train and yard service, effective December 1, 1953.

It is understood and agreed that nothing contained in the agreement covering establishment of interchangeable seniority rights shall be construed as modifying, amending or changing existing practices with respect to maintaining brakemen's extra boards at the points named in Rule 66(b) of the Train and Yardmen's Schedule, or maintaining yardmen's extra lists at points where yard crews are employed. Any change leading to establishment of a common extra board will be considered in the manner prescribed in the Note appearing under Section 5 (a) of the agreement.

In regulating yardmen's extra lists consistent with service requirements, as provided in Section 5(a) of the agreement, it is recognized that the Railway Company shall have the right at all times to maintain a sufficient

number of men on the respective yardmen's extra lists to have six and seven day service performed at straight time rates with reasonable regularity.

It is agreed that in the event of a shortage of extra men on the road extra list, extra men in yard service may be called and used in road service under the following conditions:

In the event it becomes necessary to use a yardman to work in road service (isolated runs excepted), the senior available extra yardman at the home terminal or source of supply for road service employes, who has had 8 hours rest, and provided he has not already been marked up on a yard assignment under the 1:00 P.M. mark up rule in yard service, will be called and must respond. If no such extra yardmen are available, the senior available extra man, who has had 8 hours rest and although he has already been marked up on a yard assignment under the 1:00 P.M. mark up

186.

rule, will be called and must respond. Extra yardmen so called and used, will be marked up on the yardmen's extra list upon their return to home terminal.

Extra yardmen used in road train service under the provisions of the preceding paragraph, will be compensated under road service rates and rules while in road service, provided that compensation on the mileage basis under the application of road service rates and rules will not be less than payment for the actual hours worked in road service on the basis of eight hours straight time and overtime for time actually worked in excess of eight hours for each trip or day in road train service, at the yard helper rate.

In the event of a shortage of available extra men on the road extra list, and should it become necessary to use a yardman to fill or protect a vacancy in road train service on a run with home terminal at other than the source of supply for road service employes, the senior available extra yardman at the source of supply for road service employes, who has had eight hours rest, and provided he has not already been marked up on a yard assignment under the 1:00 P.M. mark up rule in yard service, will be called and used for such service. If no such extra yardmen are available, the senior available extra man desiring the service, and who will have had eight hours rest at the time needed for service, will be called and used for such service; otherwise, the junior available extra man will be called and must respond. An extra yardman used under the provisions of this paragraph, will be considered as having been temporarily placed on the road extra list, and will be compensated for such service under road service rates of pay and rules, and upon completion of such temporary service, will be marked up on the yardmen's extra list upon his return to the source of supply.

Any tour of duty in road service under the preceding paragraphs shall not be considered in any way in connection with the application of Article 3, Agreement "A", governing the five-day work week in yard service.

It is further agreed that in the event the list of available yardmen, regular or extra, at a particular yard, becomes exhausted, extra men on the road extra list may be called and used in yard service observing the first-in, first-out rule, with compensation for service rendered in yard service under rates

187.

of pay and rules governing yard service, such extra men to be returned to the road extra list upon completing a tour of duty in yard service.

AGREED TO:
P. K. BYERS,
General Chairman,
Brotherhood of Railroad Trainmen.

Yours truly,
H. W. McCAULEY,
Chief of Personnel.

* * *

EFFECTIVE SEPTEMBER 1, 1951

MEMORANDUM OF AGREEMENT between the Northern Pacific Railway and the
Brotherhood of Railroad Trainmen Relative to Union Membership.

This agreement, made this sixteenth (16th) day of August, 1951, by and between the Northern Pacific Railway Company (hereinafter referred to as the "Carrier") and its employes in train and yard service represented by the Brotherhood of Railroad Trainmen (hereinafter referred to as the "Brotherhood").

1. Subject to the terms and conditions hereinafter set forth, all employes of the Carrier in the general classes of trainmen and yardmen who are represented by the Brotherhood and embraced by the agreement between the parties hereto identified as "Schedule for Train and Yardmen", effective June 1, 1924, shall, as a condition of their continued employment, be members of the Brotherhood.

2. Such employes shall acquire membership in the Brotherhood within sixty (60) calendar days of the date on which they first perform compensated service in the classes described in Section 1 hereof under the provisions of the said Schedule for Train and Yardmen, or within sixty (60) calendar days after the effective date of this agreement, whichever is later, and shall retain such membership during the time they are employed in the classes described in Section 1 hereof under the provisions of the said Schedule for Train and Yardmen, or during the time this agreement remains in effect, except as otherwise provided herein.

3. The requirements for membership in the Brotherhood specified in this agreement shall be fully satisfied by present or future employes in the classes described in Section 1 hereof who maintain membership, or who shall acquire and maintain membership, in any one of the labor organizations

188.

national in scope, organized in accordance with the Railway Labor Act and admitting to membership employes in the classes described in Section 1 hereof, other than the Brotherhood; provided, however, that nothing contained in this agreement shall prevent any employe from changing membership from one organization to another organization admitting to membership employes in the classes described in Section 1 hereof.

4. Nothing contained in this agreement shall require an employe to become or remain a member of the Brotherhood if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member of the Brotherhood, or if membership of such employe in the Brotherhood is denied or terminated for any reason other than failure of the employe to tender periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining such membership. The dues, initiation fees and assessments referred to herein mean indebtedness accruing for these items following the effective date of this agreement.

5. Employes who have acquired and who retain, or who hereafter acquire and retain, seniority rights in the classes described in Section 1 hereof under the provisions of the said Schedule for Train and Yardmen who are assigned to official or subordinate official positions; or who are transferred to classes other than those described in Section 1 hereof; or who are on a properly approved leave of absence of thirty (30) days or more duration; or who are absent from duty for thirty (30) days or more as result of sickness, or injury; or who are suspended from service for thirty (30) days or more; or who are retired under the provisions of the Railroad Retirement Act at an age earlier than age sixty-five (65) on account of disability and who retain seniority until they reach the age of sixty-five (65); shall not be subject to the provisions of this agreement; provided, however, that when such an employe returns to service in the said classes, under the provisions of the said schedule, the provisions of this agreement must be fully complied with on or before the first day of the first month following thirty (30) calendar days after the date of their return to service in the said classes under the provisions of the said schedule. An employe suspended from service who does not retain seniority under the provisions of the said Schedule for Train and

Yardmen will, if he returns to service in the classes described in Section 1 hereof, be considered a new employee in the application of this agreement.

6. The Brotherhood will keep account of employees in the classes described in Section 1 hereof and will independently ascertain the status of such employees under the membership requirements of this agreement. The employing officer shall furnish to the accredited Local Chairman of the Brotherhood within ten (10) calendar days from date of employment, the names and addresses of employees who are employed in the classes described in Section 1 hereof after the effective date of this agreement on seniority districts under his jurisdiction.

7. (a) The Brotherhood, through its Local Chairman, will notify the Division Superintendent of the Carrier in writing on the applicable form attached hereto, and by this reference made a part hereof, the identity of any employee whose employment in the classes described in Section 1 hereof under the provisions of the said Schedule for Train and Yardmen, it requests be terminated by reason of failure to comply with the terms of this agreement, and such notice will specifically charge such employee with the particular failure for which such termination is requested. The Local Chairman shall forward copies of such notice and request promptly by United States mail to the Chief of Personnel of the Carrier and to the General Chairman of the Brotherhood. Before serving such a notice and request, it will first be determined by the Brotherhood that such employee is not a member of any other organization as provided for in Section 3 hereof. Upon receipt of such notice and request, the Division Superintendent will, as promptly as possible but within ten (10) calendar days after receipt of such notice, notify the employee concerned in writing that he is charged with failure to comply with the terms of this agreement and copy of such notice shall be given to the Local Chairman who served such notice and request. The employee concerned when so notified may, within ten (10) calendar days after the date of such notice, request the Division Superintendent in writing to accord him a hearing. The Division Superintendent may, at his discretion, set a date for and conduct a hearing without being requested to do so by the employee,

(b) In the event the employee Concerned fails to request a hearing as Provided for herein, and a hearing is not conducted by the Division Superintendent at his discretion, unless the Division Super

intendent and the Local Chairman, or his accredited representative, otherwise agree in writing prior to or within the period of ten (10) calendar days provided for herein for request for hearing, his employment in the classes described in Section 1 hereof shall be terminated within ten (10) calendar days after the date the employee is so notified in writing, which notice shall be given as promptly as possible after expiration of the period of ten (10) calendar days provided for herein for requesting a hearing.

(c) In the event that the employee concerned requests a hearing as provided for herein, such request shall be honored by the Division Superintendent and date set for hearing as soon as possible but within ten (10) calendar days after the date of receipt of request therefor. In the event the Division Superintendent decides to conduct a hearing without being requested to do so by the employee, notice of such hearing shall be issued within the ten (10) calendar day period provided for herein for the employee to request a hearing, and such hearing will be held within ten (10) calendar days after the date of such notice. Copy of notice of such hearing shall be given to the Local Chairman of the Brotherhood who served the notice and request on the Division Superintendent. At such a hearing the employee concerned may be represented by an accredited representative of the Brotherhood, or by an employee of his choice. The Division Superintendent may delegate an officer of his staff to conduct hearings provided for herein. The Local Chairman of the Brotherhood, or his accredited representative, shall be present at and participate in such hearing and present the case for the Brotherhood. A stenographic record of the hearing shall be made and a copy of the transcript of the record at such hearing shall be furnished to the Local Chairman, or his accredited representative. If employment of the employee is terminated as hereinafter Provided for as the result of such a hearing, a copy of the transcript of the record will be furnished him if requested in writing. Receipt by the Division Superintendent of a request for a hearing, or the setting of a date for a hearing by the Division Superintendent without such request, shall

operate to stay action on the request of the Brotherhood for termination of employment until the hearing is held and decision is rendered by the Division Superintendent. The Division Superintendent shall determine on the basis of evidence produced at the

191.

hearing whether or not the employee has complied with the terms of this agreement and shall render a decision accordingly. If it is decided that the employee has not complied with the terms of this agreement, unless the Division Superintendent and the Local Chairman, or his accredited representative, agree otherwise in writing within ten (10) calendar days after the date of the hearing, his employment in the classes described in Section 1 hereof shall be terminated within ten (10) calendar days after the date the employee is so notified in writing, which notice shall be given as promptly as possible after the expiration of ten (10) calendar days after the date of the hearing. The Local Chairman of the Brotherhood, or his duly accredited representative, shall be promptly advised of such decision.

(d) If the decision of the Division Superintendent is not satisfactory to the employee, or to the Brotherhood, it may be appealed in writing directly to the highest officer of the Carrier designated to handle appeals. Such appeal shall be taken and the Division Superintendent shall be so notified within fifteen (15) calendar days after the date of his decision. Decision on such appeal shall be rendered within twenty (20) calendar days after receipt of appeal by the said officer. If the appeal of an employee from the decision of the Division Superintendent is sustained, the General Chairman of the Brotherhood shall be so notified as of the date such decision is rendered.

(e) The decision of the highest officer of the Carrier designated to handle appeals shall be final and binding unless within thirty (30) calendar days after the date of such decision the said officer is notified in writing by the employee, or by the General Chairman of the Brotherhood, that his decision is unsatisfactory and, in such event, the dispute may, within six (6) months after the date of such decision, be submitted to a tribunal having jurisdiction, pursuant to law or agreement, of claims or grievances arising between the parties to this agreement. No case will be considered unless presented and appealed in accordance with the time limits herein prescribed; provided, however, that such time limits may be extended in a particular case by agreement between the Carrier and the Brotherhood.

(f) Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be

192.

required to so notify or to terminate the employment of any employee until such time as the services of a qualified replacement are available. Provided however, that in cases in which termination of employment as provided for herein will not require the Carrier to incur greater expense than would have been incurred had such employment not been so terminated, or in which such termination of employment will not restrict or interfere with the operations of the Carrier, an employee whose employment is subject to termination under the provisions of this agreement will not be retained in service under the provisions of this section for a period of more than sixty (60) days in addition to the time otherwise allowed under the provisions of this agreement.

(g) Rules of the said Schedule for Train and Yardmen pertaining to unjust treatment, grievances, discipline, investigations, attending investigations, reinstatements, discharge and return to duty shall not be applicable to employees whose employment in the classes described in Section 1 hereof is terminated under the provisions of this agreement, nor to any employee involved in the procedures prescribed in this agreement whether or not such employment is terminated as a result thereof.

(h) When employment in the classes described in Section 1 hereof is terminated in accordance with the provisions of this agreement, any and all seniority acquired under the provisions of the said Schedule for Train and Yardmen shall be thereby terminated.

8. The employment of an employee whom the Carrier is required to retain in its service by state or federal statute shall not be terminated in the classes described in Section 1 hereof by reason of any of the provisions of this

agreement.

9. Neither this agreement, nor any provision contained herein, shall be used directly, or indirectly, as a basis for any grievance or claim for money predicated upon an alleged violation, misapplication or noncompliance with any part of this agreement, by the Brotherhood, or by or on behalf of any employe represented by the Brotherhood.

10. In the event that employment in the classes described in Section 1 hereof is terminated in accordance with the provisions of this agreement and such termination of employment is subsequently determined to be improper, unlawful or unenforce

193.

able, the employe whose employment was so terminated shall be returned to service in the said classes without impairment of seniority rights and the Brotherhood shall be solely responsible and shall indemnify and save harmless the Carrier against any and all liability, including wage loss, arising as the result of such improper, unlawful or unenforceable termination of employment.

11. This agreement is in full and final settlement of the dispute growing out of notice served on behalf of employes represented by the Brotherhood, party hereto, on or about January 25, 1951, and notice served by the Carrier, party hereto, on or about January 30, 1951, in accordance with Section 6 of the Railway Labor Act as amended, of intended changes in existing agreements to the extent set forth therein.

12. This agreement shall become effective on September 1, 1951, and shall remain in effect until changed or terminated under the provisions of the Railway Labor Act as amended; provided, however that, in the event of failure of the Brotherhood to comply with the provisions of Section 10 hereof, it may be canceled by the Carrier without further negotiation on thirty (30) days notice in writing. (Exhibits, Forms 1 and 2 not reproduced.)

For the Northern Pacific Railway Company:

C. H. BURGESS

General Manager, Lines East of Livingston

J. F. ALSIP

General Manager, Lines Rest of Livingston.

APPROVED

W. W. JUDSON

Vice President.

For the Brotherhood of Railroad Trainmen:

P. K. BYERS,

General Chairman.

* * *

EFFECTIVE JANUARY 1, 1954

DUES DEDUCTION AGREEMENT between the Northern Pacific Railway Company and Employes in Train and Yard Service represented by the Brotherhood of Railroad Trainmen, effective January 1, 1954.

This agreement made this 18th day of November, 1953, by and between the Northern Pacific Railway Company, hereinafter referred to as the "Carrier",

194.

and its employes in train and yard service represented by the Brotherhood of Railroad Trainmen, hereinafter referred to as the "Brotherhood".

Section 1. Subject to the terms and conditions of this agreement, the Carrier shall periodically deduct from the wages of the employees subject to this agreement, who acquire and maintain membership in the Brotherhood, amounts equal to the periodic dues, initiation fees, assessments and insurance premiums (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Brotherhood and shall pay the amount so deducted to the designated Treasurer of the Brotherhood; provided, however, that this requirement shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written wage assignment authorization to the Brotherhood of such membership dues, initiation fees, assessments and insurance premiums, which wage assignment authorization shall be revocable in writing after the expiration of one year from the date of its execution, or upon the termination of this agreement, or upon the termination of the Rules and Working Conditions Agreement between the parties hereto applicable to employees in Train and Yard Service, whichever occurs sooner.

The wage assignment authorization shall be in the form attached hereto and identified as Attachment A which by this reference is made a part hereof.

The revocation of the wage assignment authorization shall be in the form attached hereto and identified as Attachment B which by this reference is made a part hereof.

The Brotherhood shall assume full responsibility for the procurement and execution of the wage assignment authorization or the wage assignment authorization revocation and for delivery of such forms to the District Accountants, namely, to the District Accountant at St. Paul for the Eastern District, to the District Accountant at Livingston for the Central District, and to the District Accountant at Tacoma for the Western District.

Section 2. (a) The Treasurer of each lodge of the Brotherhood shall furnish to the District Accountant of the Carrier having jurisdiction on the accounting district of the employees involved, not later than the 15th of each month, but earlier if possible, a certified statement in triplicate showing

195.

the name, the division on which employed, and gross amount to be deducted from the wages of each member who has signed a wage assignment form, and which form has been filed with the Carrier.

(b) Deductions will be made from the wages earned in the first pay period of the month for which the statement specified in Section 2(a) is furnished. The following payroll deductions will have priority over deductions in favor of the Brotherhood, as provided for in this agreement:

1. Federal, state and municipal taxes and other deductions required by law, including garnishments and attachments.
2. Amounts due the Northern Pacific Beneficial Association.
3. Amounts due the Carrier.
4. Insurance and hospitalization premiums.

(c) If the earnings of an employee are insufficient to remit the full amount of deduction for such employee, no deduction shall be made, and the same will not be accumulated on the following monthly statement furnished by the Treasurer of the Brotherhood.

(d) No deductions will be made from other than the regular payrolls.

Section 3. In the event the Carrier makes any change in the accounting system, procedure or districts, the Brotherhood will be notified of such change, and advised to whom authorizations, revocations, and deduction lists are to be delivered.

Section 4. In consideration of the services described in Section 2 and to pay for the expense of administration, the Carrier will retain from the sum of all deductions made in each month six (6) cents per member from whom a deduction is made in such month and will remit to the Treasurer of each lodge the balance due the Brotherhood of the amount deducted from the wages of the members listed by the respective Treasurers. The Carrier will make such remittance not later than the 5th day of the month following the month in which the deduction is made.

Section 5. Erroneous deductions will be adjusted by the Brotherhood. If a question arises as to the amount deducted, the member concerned will handle such matter direct with the Treasurer of his lodge.

Section 6. No part of this agreement or any other agreement between the Carrier and the
196.
Brotherhood shall be used either directly or indirectly as a basis for any grievance or claim by or in behalf of any employe predicated upon any violation of, or misapplication or non-compliance with, any part of this agreement.

Section 7. The Brotherhood shall indemnify, defend and save harmless the Carrier from any and all claims, demands, liability, losses or damage resulting from the execution of, or compliance with the provisions of this agreement.

Section 8. This agreement shall become effective January 1, 1954, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended. (Attachments A and B not reproduced.)

For the Brotherhood of Railroad Trainmen:

P. K. BYERS,
General Chairman.

For the Northern Pacific Railway Company:

C. H. BURGESS,
General Manager, Lines East of Livingston.
J. F. ALSIP
General Manager, Lines West of Livingston.

APPROVED:

W. W. JUDSON,
Vice President.

* * *

VACATION AGREEMENT

Dated April 29, 1949, as revised effective January 1, 1954 In accordance with Conference Agreement signed at Chicago, Illinois, December 16, 1953.

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

the SWITCHMEN'S UNION OF NORTH AMERICA.

IT IS HEREBY AGREED:

Effective January 1, 1954, Sections 1 and 2 of the Vacation Agreement, dated April 29, 1949, in so
197.

far as they apply to the employees represented by the Brotherhood of Railroad Trainmen, and Section 9 of Agreement "A" of May 25, 1951, between the parties signatory hereto, shall be eliminated and the following substituted therefor:

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

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

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

(d) In dining car service, for service performed on and after July 1, 1949--each seven and one-
198.

half (7 1/2) hours paid for shall be considered the equivalent of one basic day in the application of Sections 1(a), 1(b) and 1(c).

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

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

Where an employe is discharged from service and thereafter restored to service with seniority unimpaired, service before and after such discharge and restoration shall be included in computing eight hundred (800) basic days under Section 1(b) and twenty-four hundred (2400) basic days under Section 1(c).

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

(h) Beginning on the date Agreement "A" between the parties, dated May 25, 1951, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement, who are represented by the Brotherhood of Railroad Trainmen are concerned:

(1) In the application of Sections 1(a), 1(b) and 1(c) each basic day in yard service performed by a yard service employee or by an employee having interchange yard and road rights shall be computed

199.

as 1.2 days for purposes of determining qualifications for vacation.

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

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

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

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

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

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

(d) Beginning on the date Agreement "A" be

200

tween the parties, dated May 25, 1951, became or becomes effective on any carrier, the following shall apply in so far as yard service employees and employees having interchangeable yard and road rights covered by said agreement,

who are represented by the Brotherhood of Railroad Trainmen, are concerned:

Yard Service

(1) An employe receiving one week's vacation, or pay in lieu thereof, under Section 1(a) shall be paid 1/52nd of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than five (5) minimum basic days' pay at the rate of the last service rendered.

Combination of Yard and Road Service

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

Yard Service

(3) An employe receiving two weeks' vacation, or pay in lieu thereof, under Section 1(b) shall be paid 1/26th of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1
201.

(or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than ten (10) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

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

Yard Service

(5) An employe receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52nd of the compensation earned by such employe, under schedule agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1

(or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken, but in no event shall such pay be less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

Combination of Yard and Road Service

(6) An employee having interchangeable yard and road rights receiving three weeks' vacation, or pay in lieu thereof, under Section 1(c) shall be paid 3/52nd of the compensation earned by such employee, under schedule

202.

agreements held by the organizations signatory to the April 29, 1949 Vacation Agreement, on the carrier on which he qualified under Section 1 (or carriers in case he qualified on more than one carrier under Section 1(g)) during the calendar year preceding the year in which the vacation is taken; provided that, if the vacation is taken during the time such employee is working in road service such pay shall be not less than eighteen (18) minimum basic days' pay at the rate of the last road service rendered, and if the vacation is taken during the time such employee is working in yard service such pay shall be not less than fifteen (15) minimum basic days' pay at the rate of the last yard service rendered.

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

Section 3. Vacations, or allowances therefor under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4. Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5. The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6. Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will

203.

be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

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

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

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

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

Section 10. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees signatory hereto, or their successors; and the employe members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for con

204.

sideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

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

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

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

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

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

SIGNED AT CHICAGO, ILLINOIS, THIS 29th DAY OF APRIL, 1949.
(Exhibits and Signatory Parties not reproduced.)

205.

MEMORANDUM

Chicago, Illinois
April 29, 1949

Referring to agreement, signed this date, between employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and the Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
2. An employe in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 1/4 basic days.
3. An employe in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1 3/4 basic days.
4. An employe in yard service working 12 hours will be credited with 1 1/2 basic days.
5. An employe in freight service, run-around and paid 50 miles for same, will be credited with 1/2 basic day.
6. An employe in freight service, called and released and paid 50 miles for same, will be credited with 1/2 basic day.
7. An employe in freight service, paid no overtime or other allowances, working as follows:

1st trip,	150 miles
2nd trip,	140 miles
3rd trip,	120 miles
4th trip,	150 miles
5th trip,	140 miles
Total	700 miles

will be credited with seven basic days.

8. An employe in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

206.

9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.
12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1 1/8 basic days.
13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.
14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.
15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day.

* * *

MEMORANDUM

Chicago, Illinois
December 16, 1953

Referring to the vacation agreement, as amended by the agreement signed this date, between employees represented by the Brotherhood of Railroad Trainmen and carriers represented by the Eastern Western and Southeastern Carriers' Conference Committees:

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

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

(Signatures not reproduced)

207
BLANK PAGE
208

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 23, 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.

209.

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 26, 1964 National Agreement) will be paid one cent (1 cent) 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 26, 1964 National Agreement) will be paid one-half cent (1/2 cent) 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.

210.

6. This Memorandum of Agreement takes precedent 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