

AGREEMENT

BETWEEN

THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

AND ITS EMPLOYES REPRESENTED BY THE

UNITED TRANSPORTATION UNION
(former ORC&B)

EFFECTIVE DECEMBER 1, 1946



Letters under captions refer to decisions and agreements as follows:

A - Agreement between Order of Railway Conductors and Brotherhood of Railroad Trainmen governing handling of work within the Chicago Switching District, effective April 21, 1920.

C - Commission of Eight.

M - Memorandum of Agreement of April 8, 1924.

N - Memorandum of Agreement of April 18, 1925.

O - Memorandum of Agreement of November 23, 1928.

S - Supplement 25 to General Order 27.

PREAMBLE

The following schedule is a reprint of agreement between the Chicago and North Western Railway Company and the Order of Railway Conductors, signed by the duly authorized representatives of the Railway Company and the Order of Railway Conductors effective June 5, 1931, together with such additions and amendments incorporated herein as have been properly negotiated and signed by the duly authorized representatives of the Railway Company and the Order of Railway Conductors subsequent to June 5, 1931, and is subject to termination by thirty days' written notice from either party to the other.

This reprinted agreement, effective December 1, 1946, will govern the employment, compensation and define the seniority and other rights of conductors in the employ of the Chicago and North Western Railway Company, and supersedes all previous agreements and rulings thereon.

PASSENGER SERVICE

RATES OF PAY. 1. (a) Rates for conductors on trains propelled by steam or other motive power:
PASSENGER SERVICE.
(0)

<u>Per Mile</u>	<u>Per Day</u>	<u>Per Month</u>
\$.07026	\$10.54	\$316.20

NOTE. - The monthly guarantee for conductors on runs formerly classified as first class is \$325.58.

NOTE. - When additional help is required to collect transportation in other than Suburban Service, the present practice of using conductors will be continued.

(M.N.) 1. (b) When the monthly earnings of regularly assigned passenger conductors from daily guarantees, mileage, overtime and other rules do not produce \$10.84 per day, they will be paid for each day service is performed, \$10.84.

(N.) Regularly assigned passenger conductors who earn from mileage, overtime and other rules less than \$325.20 (Note - 30X\$10.84) when assigned to trains carded or scheduled to run 28.7 days or over in a 30-day month will have daily earning guarantee computed by using the number of days trains are carded or scheduled to run (to be averaged where daily, daily-except-Sunday, etc., trains are included in assignment): except if there are more men of a class assigned to passenger train runs than can earn the average daily minimum due to rules prohibiting the Railway Company reducing passenger crews or absorbing constructive mileage, the number of runs in the assignment divided by the number of conductors assigned thereto shall be the number of days to govern as to how many days shall be paid for under the average daily earning guarantee.

(M) When extra conductors fill vacancies in regular positions they take conditions of the regular positions. Service performed by extra conductors not filling place of regular conductors will be paid not less than the daily earning minima for each day service is performed.

The term "extra conductors" as used in this rule has reference only to

conductors assigned exclusively to passenger service and who are compensated under passenger rates and rules.

Method of applying daily and monthly guarantees:

Conductor on 30-day assignment; paid daily minimum, plus eight minutes overtime daily, or a total of four hours, at \$1.3175, equals \$5.27, total of \$321.47. As average daily earning for the days on which service is performed is less than \$10.84 will receive $30 \times \$10.84$ equals \$325.20.

Conductor in preceding example lays off five days. He received 25 days at \$10.84, or \$271.00; extra conductor $5 \times \$10.84$ equals \$54.20.

Conductor on 30-day assignment, making 140 miles daily, is subject to the monthly guarantee of \$316.20; makes 10 minutes overtime daily, amounting to \$6.59; is required to perform extra service. Payments accruing under the schedule rules for the extra service will be applied against the payment of $30 \times \$10.84$ per day, viz., \$325.20. If such additional payments produce compensation in excess of \$325.20, daily earning guarantee not involved.

Conductor on 30-day assignment, paying daily minimum, which equals \$316.20, average daily earning guarantee $30 \times \$10.84$ equals \$325.20. Regular conductor lays off ten days during month and received $20 \times \$10.54$ equals \$210.80; extra conductor working ten days in regular conductor's place earns \$125.16

(including overtime). Regular conductor receives \$210.80; extra conductor receives \$125.16; total \$335.96. As this is more than average of \$10.84 for days of assignment, guarantee is not involved.

Conductor on 26-day assignment; makes no overtime and performs no extra service; therefore, is subject to the monthly guarantee of \$316.20. $1/26$ of \$316.20 equals \$12.16 per day. Daily earning guarantee not involved.

Conductor in preceding example lays off one day; daily earning guarantee not involved; therefore, regular conductor receives $25/26$ of \$316.20 - extra conductor working in his place $1/26$ of \$316.20.

Conductor on 26-day assignment makes no overtime; is required to perform extra service on one Sunday for which schedule requires payment of \$10.54 which is applied against monthly guarantee of \$316.20; $\$316.20$ divided by 27 equals \$11.71. Daily guarantee not involved.

Conductor on 28-day assignment, subject to the monthly guarantee of \$316.20, earns 10 hours' overtime at \$1.3175, which equals \$13.18; total \$329.38; $28 \times \$10.84$ equals \$303.52. Daily earning guarantee not involved.

Conductor on 28-day assignment which is subject to the monthly guarantee of \$316.20 lays off one day; receives $27/28$ of \$316.20, or \$304.91, the extra conductor $1/28$ or \$11.29. Daily earning guarantee not involved for either regular or relief conductor.

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

(a) will be paid 2 days at \$10.54 or \$21.08.

(b) will be paid 200 miles at \$.07026, or \$14.05.

(c) will be paid daily earning guarantee or \$10.84.

(d) will be paid daily minimum - \$10.54 plus 4 hours' overtime at \$1.3175, or \$15.81.

On runs where conductor receives monthly guarantee of \$325.58: In a 30-day calendar month during which 28 days are made (the new standard daily rate is \$10.54) which for 28 days amounts to \$295.12. Twenty-eight days at the new average daily earning guarantee of \$10.84 amounts to \$303.52; inasmuch as the new monthly guarantee is greater than either of the daily guarantees the new monthly guarantee of \$325.58 will be paid.

(O)

1. (C) Conductors who handle U.S. Mail sufficient to require payment of differential of 34¢ per day will be allowed average daily earning minimum of \$11.18 for such days.

(See Questions 1 to 8 and answers thereto)

BASIC DAY. 2. One hundred and fifty miles or PASSENGER less (straight-away or turnaround) shall SERVICE. constitute a day's work. Miles in excess (S) of one hundred and fifty 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.

OVERTIME - 3. (a) Except as otherwise provided, SHORT TURN-AROUND PASSENGER SERVICE. (C.S.) conductors on short turnaround passenger runs, no single trip of which exceeds eighty miles, including branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within ten consecutive hours; and also for all time in excess of ten 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 the purpose of calculating overtime under this rule, the management may designate the initial trip.

Runs may be assigned and conductors compensated on basis of short turnaround trips (Rule 3-a), on certain days, and on basis of straight-away trips (Rule 3-b) on other days.

OVERTIME - 3. (b) OTHER PASSENGER SERVICE (S) Conductors on other passenger runs shall be paid overtime on a speed basis of twenty 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 hours and thirty minutes from the time of first reporting for duty.

OVERTIME
RATE
(C)

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

NOTE:- Conductors in other than short turnaround passenger service will be paid for overtime on speed basis of twenty miles per hour after seven hours and thirty minutes.

SUBURBAN
SERVICE
DEFINED

5. Chicago suburban service shall be considered as referring to conductors making one or more round trips daily, or daily except Sunday, between Chicago Passenger Terminal and Racine or Harvard on the Wisconsin Division; Williams Bay, Aurora or St. Charles on the Galena Division, or intermediate points.

MONTHLY
GUARANTEE-
PASSENGER
SERVICE.
(S)

6. Regularly assigned conductors who are ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee provided for in Rule 1, exclusive of overtime.

Extra service may be required sufficient to make up these guarantees and may be made between regular trips; may be made on lay-off days; or may be made before or after completion of the trip.

If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

The bases of pay for extra service apply only in making up the guarantees. After guarantees are absorbed, provisions of Rule 2 apply.

Extra passenger conductors who lay off of their own accord, reporting for duty at or prior to 12 o'clock noon, or who lay off subsequent to 12 o'clock noon, will be considered in service as of that date. When they lay off at or prior to 12 o'clock noon or report for duty subsequent to 12 o'clock noon, they will not be considered in service on that date except that they actually make a trip.

(See Examples under Rule 1 (b).)

SWITCHING- PASSENGER SERVICE 8. (a) Conductors in passenger service required to switch consist of their own train at initial terminal, turnaround point or final terminal, inclusive of setting out car or cars or picking up car or cars to go forward in their own train where yard engines are not operated will be paid on a minute basis with a minimum of one hour at passenger overtime rate.

Compensation for switching under this rule will be computed on the following bases:

(1) At initial terminal from time

crew required to report as a unit without regard to preparatory time or performance of individual duties until completion of work and train is coupled together ready for road trip.

- (2) At turnaround point, time actually engaged in switching computed on a cumulative basis.

Example: - Switch 7:00 A.M. to 7:30 A.M. after arrival at turnaround point, then from 9:15 A.M. to 9:50 A.M. prior to departure. Allowance, 1 hour 5 minutes at passenger overtime rate.

- (3) At final terminal from time of arrival at passenger station until switching is completed.

This rule does not apply to movement with train intact between passenger stations and yards, neither does it provide for dual compensation under provisions of road rules 9, 10 and 11.

Allowances under this rule will not be used to make up daily or monthly guarantees.

8. (b) Conductors in passenger service required to pick up car or cars first out or set out car or cars in one block at initial terminal, intermediate point, or final terminal where yard engine is operated will be paid thirty minutes at rate of \$1.3175 per hour.

8. (c) Except as provided in section (b), conductors in passenger service required to switch consist of their own

train (including picking up and setting out cars in connection with their own train) at points where yard engines are operated will be compensated on the following bases:

- (1) If such switching is performed when yard crew is not on duty will be paid on minute basis for time actually consumed, with a minimum of one hour at yard foreman's overtime rate.
- (2) If such switching is performed when yard crew is on duty will be paid on basis of a minimum day at yard foreman's pro rata rate.

Compensation for switching under this section will be computed on the following bases:

- (1) At initial terminal from time crew required to report as a unit without regard to preparatory time or performance of individual duties, until completion of work and train is coupled together ready for road trip.
- (2) At intermediate point time actually engaged in switching, computed on a cumulative basis.
Example: - Switch 7:00 A.M. to 7:30 A.M. after arrival at turnaround point, then from 9:15 A.M. to 9:50 A.M. prior to departure. Allowance, 1 hour 5 minutes.
- (3) At final terminal from time of arrival at passenger station until switching is completed.

8. (d) The provisions of sections (b) and (c) do not apply to conductors on passenger runs for service in territory Union Passenger Station, Omaha-Council Bluffs, as referred to in rule 21, nor to movement with train intact between passenger stations and yards at points where it has been the practice for conductors in passenger service to perform such service; neither do these sections provide for dual compensation under provisions of road rules 9,10 and 11.

Allowances under provisions of sections (b) and (c) will not be used to make up daily or monthly guarantees in road service.

(See Examples Nos. 1 to 3, and agreed to understanding, Pages 72 and 73)

INITIAL
TERMINAL
DUTY -
PASSENGER
SERVICE.

9. Conductors will report for duty as required by local conditions, which ordinarily will be thirty minutes before time set for the departure of their trains. If required to report for duty more than thirty minutes before time set for departure of their trains at initial terminal, they will be paid additionally for all time in excess of thirty minutes, on the minute basis, at one-eighth of the daily rate per hour, this allowance to include all service performed.

This rule does not apply to conductors in suburban service; nor to other conductors governed by the provisions of Rule 3 (a) on trips on which overtime is allowed.

**INITIAL
TERMINAL
DELAY -
PASSENGER
SERVICE.**

10. Except on suburban and short turnaround runs, conductors shall, when overtime is not allowed, be paid for all time they are delayed at initial terminal, on the minute basis, at one-eighth of the daily rate per hour, provided that time is one hour or more, computed from the time train is ordered to leave. Delay time will not be used to make up constructive mileage on each day's work, but will be used to make up the guarantee of forty-five hundred miles at the end of the month.

**FINAL
TERMINAL
DELAY -
PASSENGER
SERVICE.**

11. Except on suburban and short turnaround runs, conductors shall, when overtime is not allowed, be paid for all time delayed at final destination, provided they are delayed thirty minutes or more from time of arrival at terminal station, until finally relieved on the minute basis, at one-eighth of the daily rate per hour. This shall include any time consumed in making delivery of passenger equipment to foreign lines, time to be computed from time of diversion from C.& N.W. main line. Delay time will not be used to make up constructive mileage on each day's work, but will be used to make up the guarantee of forty-five hundred miles at the end of the month.

**PASSENGER
CONDUCTORS
PERFORMING
FREIGHT
SERVICE.**

12. Conductors will not be required to perform freight service not included in their regular assignments, except in emergencies arising through wrecks, washouts or snow blockades, and when thus used will be compensated in accordance with freight rules and at freight rates.

PASSENGER SERVICE DEFINED. 13. Passenger service shall be understood to mean such trains as are made up entirely of passenger equipment; exception is made to this, however, when perishable freight, stock or freight equipment loaded with express matter, is required to be handled in case of emergency.

EXTRA PASSENGER CONDUCTORS IN FREIGHT SERVICE. 15. An extra passenger conductor who may be in freight service a portion of a calendar month will be paid miles at through freight rates under passenger rules for passenger service performed during that month, with a minimum of one hundred miles for each day worked.

An extra passenger conductor performing both passenger and freight service in a calendar month, who is ready for duty the entire month, losing no time on his own account, will be allowed a minimum of twenty-six hundred miles per month at through freight rate. Should a conductor lay off, above guarantee will be proportionately reduced for each day not ready for service.

(See Examples 4 and 5, Page 73)

ADDITIONAL PASSENGER CONDUCTORS. 16. Except as otherwise provided in the rules, when there is more passenger work than can be done by regularly assigned extra passenger conductors, the senior qualified freight conductor available shall be used as follows:

(a) He may be continued in passenger service on various runs so long as his services may be required therein, subject to Section (b), and Rule 93.

(b) At the expiration of a period of five days, the senior conductor, having

made written application, shall be permitted to displace him.

(c) A conductor exercising displacing rights as provided for in Section (b) shall be governed by the provisions of Section (a).

(d) Conductors performing extra passenger work under provisions of this rule shall return to their former assignment when displaced.

Conductors laying off not to be considered in service.

Conductors who are competent and desire to avail themselves of extra passenger work, must at all times, be equipped with proper uniform, which shall be made a matter of record with proper division officer.

The term "senior qualified freight conductor" will apply to conductors in the following order:

- (1) The senior qualified freight conductor available at home terminal of the division or district.
- (2) If no qualified freight conductor is available at the home terminal, the senior qualified freight conductor available at point of vacancy.
- (3) If no qualified freight conductor is available at either the home terminal or point where vacancy occurs, the senior qualified freight conductor most available.

NOTE:- The term "freight conductor" as used in Items 1, 2 and 3 refers to a man

working as conductor at
the time vacancy occurs.

- (4) If there are no qualified freight conductors, as referred to in Items 1, 2 and 3, the senior set back qualified conductor as between men at the home terminal and point where vacancy occurs will be called.

It is understood that a sufficient number of freight conductors on each division will provide themselves with proper uniform and qualify for passenger service under the rules governing to permit filling temporary vacancies on passenger train assignments, as outlined above.

When any number of freight conductors are in passenger service and there is to be a reduction of freight conductors from this service, the junior freight conductor will be reduced irrespective of the number of days that any or all of them were in service.

(See Questions 9, 10, 11, 12, and Example 6.)

VACANCIES - 18. Vacancies known to be for five CONDUCTORS-days or more will be bulletined and as-FILLING OF. signed when they occur. Vacancies of indefinite duration will be assigned to extra conductors in the order of their turn and they will not be displaced by other than the regular assignee, except that, when the regular assignee has not resumed work at the expiration of five days, the senior conductor, having made written application within the five day period, will be assigned, and it subsequently develops the vacancy will be for

a definite duration, same will be bulletined and assigned to the senior qualified applicant making application therefor; it being understood that when there are no applications the junior conductor will be assigned until the return of the regular assignee. Conductors securing runs under the provisions of this rule will return to their former assignment when displaced.

Conductors when their regular assignments are discontinued or they are displaced therefrom, will be permitted to assign themselves, by application, to temporary vacancies as referred to in this rule, provided they are senior to conductors temporarily assigned under provisions of the first paragraph hereof. (See Example 6)

DEDUCTIONS IN MILEAGE 20. No deductions shall be made for any time lost on account of snow blockades, washouts, wrecks or breakdowns.

HANDLING EQUIPMENT BETWEEN COUNCIL BLUFFS AND OMAHA. 21. Iowa (West sub-division and Sioux City District) Division conductors will be paid on the minute basis, at one-eighth of the daily rate per hour, for all time consumed between Council Bluffs and Omaha, time to be computed from arrival at Omaha on west-bound trip, until relieved at Council Bluffs, and from departure from Council Bluffs on east-bound trip, until departure from Omaha.

Nebraska Division conductors in assigned service will be allowed in addition to their regular compensation, thirty minutes, at one-eighth of the daily rate per hour, for handling their

trains in either direction between Council Bluffs and Omaha Union Station.

PASSENGER DISTRICTS EXTENDING OVER MORE THAN ONE DIVISION. 25. When a passenger district extends over more than one division, under more than one Superintendent, the percentage of miles run over each division will govern in the assignment to passenger runs.

NEW AND VACANT RUNS BULLETIN-ED. 26. New and vacant runs will be bulletined for a period of five days and assigned in accordance with Rule 93.

When it is known sufficiently in advance to permit assignment of regular crews on dates sections of passenger trains are established for the purpose of handling express business account Christmas and New Year holiday season, such assignments will be bulletined as provided herein.

When there are no applications, the junior competent conductor or conductors will be assigned.

(See Example 6)

CALLED AND NOT USED. 27. Passenger conductors called for service other than their regular assignment and then not used, will be paid for all time held, with a minimum of one-quarter of a day.

PILOTING ENGINES - PASSENGER CONDUCTORS. 28. Passenger conductors will not be required to pilot light engines, except in case of breakdown of engine on their train, or when no extra freight conductors are available.

COUPLING AND UN-COUPLING STEAM OR AIR HOSE. 30. Conductors will not be required to couple or uncouple steam or air hose, or stay chains, where car repairers are available.

FREIGHT SERVICE

RATES OF PAY - THROUGH-FREIGHT SERVICE. 32. (a) The rate per mile and per day for conductors in through-freight service shall be:

	<u>Per Mile</u>	<u>Per Day</u>
	\$.0996	\$9.96

RATES OF PAY - WAY-FREIGHT, WORK-TRAIN AND WRECK SERVICE. 32. (b) The rate per mile and per day for conductors in way freight, work-train and wreck service shall be:

	<u>Per Mile</u>	<u>Per Day</u>
	\$.1051	\$10.51

MONTHLY GUARANTEE-UNASSIGNED AND DAILY ASSIGNED SERVICE. 33. (a) Conductors in unassigned and regular daily assigned service who are ready for duty the entire month, losing no time on their own account, will be allowed a minimum of three thousand miles per month, which will include all service performed. All excess over this will be paid for at proportionate rates. Should a conductor lay off, above guarantee shall be reduced one hundred miles for each day not ready for service.

Example: Three thousand mile guarantee: A conductor laying off two days in any one month will be allowed not less than twenty-eight hundred miles. (See Examples 7 to 22, inclusive.) (See Question 13.)

MONTHLY 33. (b) Conductors in regularly as-
GUARANTEE-signed service, not daily, who are ready
ASSIGNED for duty the entire month, losing no time
SERVICE on their own account, will be allowed a
NOT DAILY minimum of twenty-six hundred miles per
month, plus switching time that may have
accrued during the month. All excess
over this will be paid for at proportion-
ate rates. Should a conductor lay off,
above guarantee shall be reduced one
hundred miles for each day not ready for
service.

Example: Twenty-six hundred mile guar-
antee: A conductor laying off two days
in any one month will be allowed not
less than twenty-four hundred miles,
plus switching time.

(See Examples 7 to 22, inclusive.)

(See Questions 14, 15 and 16.)

33. (c) Conductors taken off cars in
pool freight service at or prior to 12
o'clock noon, or conductors placed on
cars in pool freight service subsequent
to 12 o'clock noon, will not be consider-
ed as being in such service as of that
date, and when taken off cars subsequent
to 12 o'clock noon, or placed on cars at
or prior to 12 o'clock noon, will be con-
sidered as having been in such service
on that date.

The provisions of this rule will apply
to conductors assigned to extra boards.

MONTHLY 34. Extra conductors, if held in ser-
GUARANTEE-vice a full month, will be allowed a
EXTRA minimum of twenty-six hundred miles. If
FREIGHT they are held a part of a month and re-
CONDUCT- duced to trainmen, the pay for each class
TORS. of service shall be in such proportion

as the time so served is to twenty-six hundred miles. If, however, extra conductors prefer to lay off the balance of the month, they will receive pay for actual mileage made.

BASIC DAY. 36. (a) In all road service, one
(S) hundred miles or less, eight hours or less (straight-away or turn-around), shall constitute a day's work. Miles in excess of one hundred will be paid for at the mileage rates provided.

SHORT TRIPS ACCOUNT ENGINE FAILURES, ETC. (M) 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.

OVERTIME. (S) On runs of one hundred miles or less overtime will begin at the expiration of eight hours; on runs of over one hundred miles, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

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

(See Questions 17, 18 and 19)

DEFINITE
TERMINALS
DEFINED.

36. (b) Definite terminals on the various divisions are as follows:

GALENA DIVISION (Northern District)

Proviso. For all freight trains, except stock trains going through to Union Stock Yards, coal trains destined Crawford Avenue Yard, and trains which are scheduled to or from California Avenue Yard.

Clinton.

Spring Valley.

North Yard. For Northern Illinois line trains and such freight pool conductors, from the Freeport line, as it may be found necessary to tie up at that point.

GALENA DIVISION (Southern District)

Nelson.

South Pekin.

Benld.

IOWA DIVISION (East Sub-division)

Clinton.

Belle Plaine. Except conductors en route to or from Tama.

Boone.

IOWA DIVISION (West Sub-division)

Boone.

Council Bluffs.

IOWA DIVISION (Sioux City District)

Sioux City.

Carroll.

NORTHERN IOWA DIVISION (Mason City
District)

Belle Plaine.
Mason City.
Tracy.

NORTHERN IOWA DIVISION (Eagle Grove
District)

Eagle Grove.
Hawarden.
Tama.

NEBRASKA DIVISION

Fremont (for Fremont conductors only).
Freight Yard (Norfolk).
Long Pine.

BLACK HILLS DIVISION
(Black Hills District)

Long Pine.	Sub-division No. 3.
Chadron.	Pierre.
Deadwood.	Rapid City.

BLACK HILLS DIVISION
(Wyoming District)

Chadron.
Casper.
Lander.

WISCONSIN DIVISION

Crawford Avenue.
Proviso.
South Janesville.
North Fond du Lac.
Butler.
Milwaukee.

MADISON DIVISION

Old Line

Sparta Line

Winona.
Baraboo.
South Janesville.
North Yard.

Winona.
Adams.
Butler.
South Janesville.
North Yard.

OPERATING
TURNAROUND
RUNS BE-
TWEEN
SOUTH
JANESVILLE
AND NORTH
YARD.

The Railway Company may, at its discretion, run turnarounds, South Janesville to North Yard and return to South Janesville, or North Yard to South Janesville and return to North Yard, and such conductors do not tie up at turnaroud point even though it is a definite terminal.

When an unassigned conductor, making a turnaround trip South Janesville to North Yard and return, or North Yard to South Janesville and return, runs around pool conductors tied up at North Yard or South Janesville when such latter conductors are available, that is, ready for duty, and they are held at either of these terminals to exceed twenty-four hours after their rest is up, they will be paid one hundred miles for being run around by the turnaround pool conductor. No conductor is considered as having been run around unless his rest is up and he is available for service. It is also understood that only one conductor can be run around at either of these points at one time. The Railway Company is privileged to run assigned conductors in this territory and there is no question as to their right to run around pool conductors at the terminals.

MADISON AND DAKOTA DIVISIONS
(Minnesota District)

Winona. Tracy.
Waseca. Watertown.

DAKOTA DIVISION

Huron. Hawarden.
Pierre. Tracy.
Oakes.

LAKE SHORE DIVISION
(Fond du Lac District)

Marshfield. North Fond du Lac.
South Janesville. Butler.

LAKE SHORE DIVISION
(Green Bay District)

North Green Bay. Butler.

ASHLAND DIVISION

Ashland. Kaukauna.
Antigo. Marshfield.

PENINSULA DIVISION

Escanaba. Green Bay.

Except as otherwise provided, conductors in unassigned freight service (pool conductors) complete trip or day's work at definite terminals. If required to continue on a succeeding trip or day's work without being released from duty, a new day or trip begins when they leave such terminals.

Conductors in unassigned freight service (pool conductors), when released at any point, terminate the day or trip, and when again used at or from such point, a new day or trip begins, except as otherwise provided.

Conductors on assigned runs tie up after completion of regular assignment. When used in freight service prior to beginning or subsequent to completing work on regular assignment will be compensated therefor in accordance with provisions of Section (a).

Conductors on assigned runs are not affected by the definite terminal features, except when their assignment is completed at such definite terminals.

RUNNING
THROUGH
BELLE
PLAINE,
IOWA.

Iowa Division (East Sub-division) conductors, en route to or from Tama, may be run through Belle Plaine without penalization to the Railway Company, under provisions of terminal rules.

Conductors will be run through Belle Plaine to Tama only when operation requires it, and when so used will be ordered out of Tama, when practicable, at such time as to effect movement through Belle Plaine as nearly as possible in turn with conductors laying at that point. This provision will not, however, operate to interfere with the expeditious movement of live stock, perishable or time freight.

Conductors handling trains through to Tama will not be required to separate trains in order to avoid switching by yard crews, but will separate and dispose of trains on designated tracks in

a reasonable manner that does not involve unnecessary switching by road conductors.

(See Questions 17, 18, 20 and 21)

SHORT TRIPS OR TURN-AROUNDS. (M) 36. (C) Conductors in pool or irregular freight service may be called to make short trips or turnarounds, with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with a minimum of one hundred miles for a day, provided (1), that the mileage of all the trips does not exceed one hundred miles; and (2) that conductors shall not be required to begin work on a succeeding trip out of initial terminal after having been on duty eight consecutive hours, except as a new day, subject to Rule 44.

Conductors assigned to short turnaround freight service (except pilot and/or helper, wreck, or work train service), working in and out of or through terminal or tieup point of the assignment, during course of a day's work on their assignment, will be compensated on basis of time or miles, with a minimum of 100 miles or eight hours, with the understanding that if they are required to depart from their terminal or tieup point on a subsequent trip after having run 100 miles, or after having been on duty eight hours, they will be compensated on basis of a new day.

FIVE MILE ZONE - FREMONT.

36. (d) A five mile zone is established in any direction from Fremont. A conductor starting from Fremont may go to any point within the five mile zone, and go thence through Fremont to

destination, whether it be a station on Lincoln or Superior lines on the south, Norfolk on the west, or Council Bluffs, South Omaha, or Missouri Valley on the east.

A conductor called for turnaround service may operate between Linwood or Nickerson on the west, to Elair or Irvington on the east, going directly through Fremont. When conductors in this service arrive at Fremont after having been on duty eight hours or more, or having made one hundred miles or more, they shall be relieved.

A conductor may leave Fremont, go direct to Missouri Valley, Omaha, South Omaha, Council Bluffs, or to any point on the Lincoln or Superior lines, or a point west on main line and return to Fremont without taking his turn on the board at any of these various points; but when a Fremont conductor leaves one of these outside points and is run to Fremont he shall be relieved from duty for that trip and subsequently go out of Fremont in his turn.

It is understood, in this connection, that East End is not Fremont.

All regulations as to overtime, delay time, etc., apply in these various instances, the same as elsewhere.

MIXED
TRAINS.

37. Mixed trains shall be classed as freight trains and conductors compensated accordingly.

WORK
TRAINS
DEFINED.

38. (a) Trains assigned to construction, maintenance or betterment work shall be considered work trains.

Conductors will be employed on self-propelled machines operated on main tracks outside of switching limits, except the Chicago District, which cannot be removed from or replaced on the track by employes whose services are required in connection with the usage of same, or on self-propelled machines operated under train order authority. This service will be classified as work train service, and conductors will be compensated under rates and rules applicable to such class of service.

This rule shall also include snow plow and flanger service when time exceeds miles, and the piloting of Western Union Company gangs with cars, engaged in repair, maintenance and construction work.

(See Example 23)

DEADHEADING IN CONNEC- 38. (b) Conductors deadheading in caboose for relief in snow plow service
TION WITH SNOW SERVICE. will be allowed time or miles, whichever is the greater, at through-freight rate, as provided in Rule 81, with the understanding that this basis of compensation will be applicable only when conductors are deadheading on trains performing snow plow service.

(See Examples 24, 25, 26, 27)

HANDLING CABLES OR SIDE BOARDS, OPERATING RAIL LOADING MACHINES. 39. Conductors will not be required to load or unload cables or sideboards, or operate rail loading machines, flangers, ditchers, or unloading levers on exclusive ballast trains, at unloading points where track forces are employed.

MINIMUM DAY 40. When conductors, by reason of
ACCOUNT accident or injury, do not complete
ACCIDENT their day's work, they shall be allowed
OR INJURY. a minimum of one hundred miles for the
day.

WAY-FREIGHT 41. (a) Trains regularly scheduled
AND SWITCH or assigned to load or unload way freight
RUNS or to do station switching, or run for
DEFINED. switching purposes, shall be classed as
way freight or switch trains, and conduc-
tors shall be paid accordingly.

41. (b) Through freight trains re-
quired to do station switching en route,
including placing of company coal in
elevated chutes, load or unload way
freight, or set out or pick up at five
or more stations en route will be paid
way freight rate for the entire trip.

NOTE:- If train is stopped more than
once at one station to perform work
referred to in section (b), it will
count as only one stop.

Replacing cars displaced in picking
up or setting out will not be classed
as station switching, in the application
of this rule.

The following will not be considered
switching or way-freight work under this
rule: Setting out cars from their own
train, picking up cars to go forward in
their own train, placing of perishable
freight and stock cars from their own
train, placing and unloading stock from
their own train, placing and loading
empty stock cars to go forward in their
own train, or placing grain cars from
their own train at not to exceed three
stations when necessary to avoid delay
in loading same.

(See agreed-to understanding, Page 87)

SUNDAY SERVICE - 42. Assigned way-freight and switch
ASSIGNED WAY-FREIGHT AND SWITCH RUN CONDUCTORS. run conductors will not be required for
dead freight service on their Sunday
layover time, nor for any service during
their Sunday layover time when pool
freight conductors are available at the
layover point of such way-freight or
switch run conductor.

MILEAGE OUTSIDE OF REGULAR ASSIGNMENT. 43. (a) Conductors on assigned runs
will receive additional compensation
for all mileage made outside of their
runs on not less than a minimum day
basis, except as provided in second
paragraph of rule 36(a) and rule 46;
such extra mileage will be used to make
up the three thousand mile guarantee
only. Running a train under changed
designation over the same route of
regular run not to apply under this
rule.

43. (b) When assigned runs are
annulled temporarily on account of snow
blockades, washouts, or wrecks, conduc-
tors may be used in other service, and
such mileage will be used to make up
their monthly guarantee.

Conductors on assigned runs used in
other service out of terminals will
take their turn with conductors in un-
assigned service under provisions of
Rule 44, except that when unassigned
conductors are available at such termi-
nals conductors taken off regular as-
signment, in these circumstances, will
not be considered as listed until the
scheduled leaving time of their regular
assignment, provided the regular assign-
ment is scheduled from that point,
otherwise they will take their turn

under provisions of Rule 44.

(See Question 19)

(See Examples 28 and 29)

FIRST-IN,
FIRST-OUT. 44. On other than assigned runs, conductors will be run first in first out of terminals, when the "Hours of Service Law" will permit. Conductors who have had required rest, and are run-around at terminals on account of not being called in turn, will be allowed fifty miles at through freight rates and retain place on crew board. Conductors going for an engine in case of breakdown, will not be considered as arriving at terminal under this rule unless relieved from duty. In case of accident requiring immediate service, the first conductor available may be used without penalty.

(See Questions 22 and 23)

CONDUCTORS
ON
ASSIGNED
RUNS NOT
USED. 45. Conductors on assigned runs, who have not been given an opportunity to go out in their turn, provided they have not been displaced under other provisions of this agreement, and have had sufficient rest, will be paid for all time or mileage lost. This rule does not apply to conductors in pool freight service.

DOUBLING
HILLS,
RUNNING
FOR COAL
AND WATER. 46. Conductors doubling or pushing trains over hills, running for coal or water, pushing or doubling trains into sidings, etc., will be allowed actual mileage in addition to the mileage of the trip, such mileage to be used to make up the constructive day.

FREIGHT CONDUCTORS TEMPORARILY IN PASSENGER SERVICE. 47. Freight conductors temporarily in passenger service will be paid miles at through-freight rate, under passenger rules, with a minimum of one hundred miles for each day used. Temporarily is construed to mean less than a calendar month. An extra conductor shall not receive more pay for part of a month than the regular conductor would have received for the whole month.

This rule does not apply to conductors who perform both freight and passenger service on the same day or trip, in which case fourth paragraph of Rule 36 (a) applies.

Freight conductors temporarily in passenger service under provisions of this rule will be allowed compensation for overtime at the same rate as passenger conductors.

HELD OFF REGULAR ASSIGNMENT FOR SPECIAL SERVICE. 48. Conductors taken off their regular assignment to run other trains shall be allowed one hundred miles per day at their assigned rates for all days lost while waiting to take such trains and while waiting to resume their regular assignment. The Company reserves the right to use conductors thus detached on other runs than those held for, should it so elect, provided there are no available extra conductors on extra board at that point. Above allowance to be used to make up a constructive month.

(See Questions 12, 24, 25 and 26)

CONSIST OF WAY-FREIGHT CREWS. 49. Way-freight trains will be manned by three brakemen on the following main lines:

Between Chicago and Council Bluffs.
Between Chicago and Elroy.
Between Chicago and Milwaukee.

ASSIGNED
RUNS -
BULLETIN.

51. (a) All scheduled trains, pusher or helper service, log or switch trains scheduled or not, shall be considered as preferred runs and will be bulletined for five days and assigned to the senior conductor or conductors applying for same. This will apply to scheduled trains only when there are corresponding scheduled trains in the opposite direction, except that when there are extra trains operated regularly which can without penalty to the Railway Company, be coupled with scheduled trains in the opposite direction, such action may be taken in establishing assignments. Bulletins creating assignments will be specific with respect to naming destination, points of layover and territory in which service is to be performed with reasonable degree of regularity.

MANNING OF
WORK OR
GRAVEL
TRAINS.

51. (b) Work or gravel trains will be manned by pool conductors or extra conductors who shall not be displaced for a period of five days except, in event such work trains are tied up at terminals, pool conductors will be used in their turn for the five day period, at the expiration of which the senior conductor or conductors on the division having made written application within the five day period will be assigned. If no applications are received, the junior conductor or conductors will be assigned.

51. (c) The provisions of Rules 70 and 106(g) do not apply to conductors

in work or gravel service under the provisions of this rule, nor to conductors substituting in place of those regularly assigned.

51. (d) Conductors temporarily laid off or laying off will not be assigned to runs, but on return to service will be permitted to take any run to which they may be entitled, under the provisions of this rule, which may have been bulletined or established during their absence.

51. (e) Conductors in service three days during the period an assignment is under bulletin and not making application therefor under provisions of the bulletin will not be permitted to displace a junior conductor assigned there-to under provisions thereof.

51. (f) Conductors regularly assigned to work trains after five days under the provisions of this rule will be permitted to take any run to which their seniority entitles them when their work or gravel train assignment is discontinued.

TWO OR MORE 52. When two or more conductors of a
CONDUCTORS-regular assignment are at a terminal of
REGULAR the assignment, the conductor due out
ASSIGNMENT-on a specific train and day will be
AT A used.
TERMINAL.

UNION STOCK 53. (a) Road conductors going
YARDS WORK-through Crawford Avenue to Union Stock
CHICAGO. Yards, Chicago, and returning to Proviso
or Crawford Avenue, will be paid extra
on the basis of fifteen miles per hour.

for such service. Terminals for conductors so run through to be Crawford Avenue for the Wisconsin Division, Crawford Avenue on the going trip and Proviso or Crawford Avenue on the return trip for the Galena Division. Union Stock Yards mileage will not be used to make up the twenty-six hundred mile guarantee.

Road conductors bringing stock trains to Crawford Avenue, Chicago, will, on request, be relieved by Stock Yards relief conductors or pool conductors when available.

RELIEF
SERVICE -
UNION
STOCK
YARDS,
CHICAGO.

53. (b) Conductors will be assigned for relief service in Union Stock Yards work (Chicago) and, when available, will be used before pool conductors are called. When assigned conductors are not available, pool conductors shall be used. Relief conductors (either assigned or pool) may be used for one or more trips and will be paid fifteen miles per hour continuously from time ordered to report for duty until relieved at the end of the last trip, with a minimum of one hundred miles. Relief conductors will work with road conductors' cabooses. The provisions of Rule 44 will apply to first trip but will not apply to subsequent continuous trips. Where only a part of the crew is relieved, relief will be furnished from the extra board.

BEGINNING
AND END-
ING OF
DAY.

54. (a) In all classes of service other than passenger, time will commence at the time required to report for duty and shall continue until the time relieved from duty. The management may designate the time for reporting for duty.

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

Conductors in freight service will remain on duty until the completion of duties required of their brakemen.

(See Questions 20 and 21)

SWITCHING - FREIGHT SERVICE. 56. (a) Conductors required to perform switching at terminal stations of their runs where yard engines are not operated will be paid on minute basis with minimum of one hour at rate per hour of $\frac{3}{16}$ of the daily rate according to class of service. Switching allowance to be independent of road trip time.

Conductors on way freight or switch runs of seventy miles or less will not receive extra compensation for switching as referred to in first paragraph hereof until the time on duty exceeds eight hours.

Note:- This paragraph is not applicable to conductors in through freight service on runs of seventy miles or less when conversion is effected under provisions of rule 41(b).

56. (b) Conductors required to perform switching in connection with making up their own trains at terminals where yard engines are operated but yard crew not on duty will be paid on minute basis

with a minimum of one hour at yard foreman's overtime rate, independent of road trip. Conductors will not be required to perform switching service in connection with cars that had arrived prior to yard crew going off duty; nor will they be required to perform switching service in connection with cars for their train from trains arriving at the point when it is known such train or trains are to arrive within thirty minutes of regular tieup time of the yard crew and it is also known such cars are to go forward in their train.

NOTE:- The provisions of this section do not apply at the following points unless otherwise agreed to:

Adams	Janesville
Benld	Kenosha
Boone	Madison-Monona Yd.
Casper	Manitowoc
Cedar Rapids	Milwaukee
Chicago Sw. Dist.	No. Fond du Lac
Clinton	Racine
Council Bluffs	Sheboygan
Des Moines	Sioux City
Escanaba	Waukegan
Green Bay	

56. (c) Conductors may be required to place cars from their own train containing perishables, livestock or merchandise at destination terminals where yard engines are operated but yard crew not on duty, and when so used will be paid additionally on minute basis with a minimum of one hour at yard foreman's overtime rate.

56. (d) Compensation for switching

for conductors under sections (a), (b) and (c) of this rule will be computed on the following bases:

- (1) At initial terminal from time crew required to report as a unit without regard to preparatory time or performance of individual duties until completion of work and train is coupled together ready for road trip.
- (2) At final terminal from time train arrives at designated point where final terminal delay begins until switching is completed.

56. (e) Conductors will not be required to perform switching at terminals where yard engines are operated and yard crew on duty, subject to the following exceptions:

Wreck
Washout
Accident requiring immediate service.
Setting out cars found to be bad
order after train is made up.

When conductors are required to perform switching service in circumstances above described in conjunction with road work they shall be paid on minute basis with a minimum of one hour at yard foreman's overtime rate.

56. (f) At points en route where yard engines are operated and yard crew on duty conductors may be required to pick up cars from one track and/or set out cars on one track or on and from additional tracks when such tracks are

of insufficient length to hold same, without additional pay. At points where yard engines are operated but yard crew not on duty conductors may be required to place from their train for unloading perishable freight, merchandise or livestock or pick up perishable freight, merchandise or livestock to go forward in their own train independent of other pickup or setout movements and will be paid for this additional service on minute basis with minimum of one hour at rate per hour of \$1.3175, such allowance to be independent of road trip.

Replacing cars displaced in the performance of the above will not be classed as switching.

56. (g) Doubling over train account of yard track of insufficient length to hold same is not classed as switching.

56. (h) Conductors working on trains designated as "Main Line Road Work" on the Gogebic and Menominee iron ranges, required to switch preference cars, will be paid for all time actually engaged in switching on a cumulative basis with a minimum of one hour at yard foreman's overtime rate.

"Main Line" conductors will not be required to switch preference cars when yard crew is immediately available before such switching commences.

It is understood that "Range Main Line" conductors are not subject to provisions of this section.

Turning engine and/or placing cabooses

on train will not be considered switching under this section.

56. (i) If conductors are required to switch at points where yard engines are operated and yard crew on duty in circumstances other than described in this rule they will be paid for such service on basis of a minimum day at yard foreman's rate independent of pay for other service performed.

(See Questions 20, 21, 27 and 28.)

(See agreed-to understandings, Pages 91 and 92)

(See Examples 30 to 42, inclusive.)

SWITCHING
AT
TERMINALS
DEFINED.

57. When conductors are required to switch their trains, put away trains, make up other trains, load or unload stock, load or unload freight, actually switch cars to be loaded to go forward in their own or other trains, such work will be classed as switching.

FINAL
TERMINAL
DELAY.

58. (a) Except as otherwise provided in this rule and rule 56, conductors shall when overtime is not allowed be paid on basis of one mile for each 4.8 minutes for all time delayed at final terminal, provided they are delayed thirty minutes or more from time train stops on receiving track or is stopped at entrance to yard where train is to be yarded until released and, except as provided in Rule 56, shall include all service performed.

58. (b) Conductors on east-bound movements of freight trains into Proviseo Yard will, when overtime is not allowed, be paid for all time delayed, on the basis of one mile for each four and

eight-tenths minutes, provided such time exceeds forty-five minutes, with a minimum allowance of one hour. Time for Galena Division conductors to be computed from time of arrival at "HM" Tower, and for Wisconsin Division conductors from time engine arrives at switch connecting Des Plaines Valley Line with the Galena Division Yard, until relieved.

Provisions of this rule apply to work train service only at definite terminals designated in Rule 36(b) and then only when such definite terminals are not a working point.

Road mileage will cease where delay time begins. Delay time will not be used to make up constructive day's work but will be used to make up monthly guarantee.

NOTE 1. - The term "entrance to the yard" under this rule shall mean that portion of the lead adjacent to the track where train is to be yarded and upon which engines usually operate in performing train yard switching.

NOTE 2. - Stopping to open or close switches, or stop for railway crossings or for drawbridges will not be considered a delay under this rule.

NOTE 3. - The limits within which delay time may accrue when trains are delayed, as provided in this rule, are extended as follows:

CRAWFORD AVENUE, CHICAGO. When train arrives at Augusta Street.

CLINTON, IOWA. Trains from the west heading into west yard, on arrival at Camanche; stock switch, for trains icing cars; crossover near Glucose Works, for trains moving on main track to Fifth Street Yard; on trains from the east, when train arrives at "FX" Tower.

NELSON (Galena Division). When engine arrives at coal chute.

DALZELL. When train arrives at most easterly switch.

BENLD. When train arrives at "ON" Tower.

SIOUX CITY. Eastward trains when they arrive at 28th Street, and westward trains when they arrive at Dace Street.

MASON CITY. On in-bound trains from the south, south switch, Clear Lake Transfer.

GRAND AVENUE YARD, CHICAGO. When train arrives at Division Street Tower.

MILWAUKEE. On in-bound trains via Chase when train arrives at Kinnickinnic Bridge, and on trains via Bay View for Allis when train arrives at Washington Street Tower.

On in-bound trains via Belton when stopped after arriving at Signal 2008.

On in-bound trains via Wisconsin when stopped after arriving at LaFayette Street overhead bridge.

NORTH GREEN BAY. On in-bound trains from the north when train arrives at outer switch; on in-bound trains from the south when caboose passes K.G.B. & W. crossing north of passenger station.

ESCANABA. On in-bound trains between north wye switch and the passenger station; on in-bound ore trains when train arrives on scale track, No. 6 yard.

ISHPEMING. On in-bound trains when train arrives at passenger station.

ASHLAND. On in-bound trains when train arrives at south switch, Ore Dock Yard.

BOONE. On in-bound trains between interlocking plants and when delayed by interlocking plants before passing them.

On in-bound trains from the west when stopped after arriving at Division Street and before arriving at Eighth Street Interlocking Plant, final terminal delay will commence at the time first stop is made.

MISSOURI VALLEY.) On in-bound trains CARROLL AND TAMA.) when delayed at or between outer main line switches.

BELLE PLAINE. On south-bound trains, Northern Iowa Division (Mason City District), at stop board 400 feet north of Iowa Division (East Subdivision) main line.

On east-bound trains Iowa Division (East Subdivision) at home signal west interlocking plant.

On west-bound trains at Ninth Avenue.

WINONA. On in-bound trains between the C.M.St.P.& P. crossing and the passenger station.

NORTE FOND DU LAC. Between "WF" and "DX" Towers.

FREMONT. On in-bound trains when train arrives at East End.

NOTE:- Under all of the above extension of limits, road mileage ceases where terminal time begins.

(See Examples 31, 32(a), 33, 39, 40, 41)

(See Questions 20, 21, 29, 30, 31, 32, 33.)

**CALLED AND
NOT USED.**

59. Conductors who are called and leave their place of residence, or conductors who report for duty, and for any reason are not used, will be allowed compensation for all time held with a minimum of one-quarter of a day, on basis of service for which called. When conductors are released after reporting for duty, they will be notified whether they are to stand first or last out on the crew list. If not notified, they will stand first out. If placed last out on the crew list, they will be allowed one hundred miles at through freight rates for the call.

**FREIGHT
ASSIGNMENT
OVER MORE
THAN ONE
DIVISION.**

60. When conductors run over more than one freight district under more than one Superintendent, percentage of miles run over each district will govern in assignment of such runs.

COUPLING AND UN-COUPLING AIR HOSE. 61. Conductors will not be required to couple or uncouple air hose at terminals where carmen are employed and on duty.

SUPPLIES FOR CABOOSES. 62. Conductors, upon arrival at division terminals, will leave with the designated person requisition covering needed supplies, such as chains, frogs, cables, jacks, knuckles, pins, packing, oil and brasses. Conductors will not be relieved from knowing that caboose is properly equipped.

MEALS EN ROUTE. 63. (a) Reasonable time for meals en route will be allowed conductors, provided train dispatcher is notified.

BRASSING CARS SET OUT EN ROUTE. 63. (b) Conductors on through freight trains will not be required to brass cars set out from other trains, excepting perishable freight and live stock.

FURNISHING WAY-BILLS. 64. Conductors will, when practicable, be furnished way-bills, showing whether cars are loaded or empty, and will not be held responsible if such information is incorrect.

SEALING CARS AND KEEPING SEAL RECORDS. 65. Conductors will not be required to seal cars or keep seal records, excepting peddler merchandise cars in way-freight trains where agents or station forces are not on duty.

ADDING CREWS TO POOL FREIGHT SERVICE. 66. When additional crews are needed in pool freight service, conductors so assigned will not be run out ahead of those whose rest is up.

NOTE:- Five crews at terminal and

Company desires to add two; crews thus added will be listed behind the five at the terminal. In case of emergency, where none of the crews at the terminal have had their rest, those added may be run out ahead of their turn without penalty.

PILOT
SERVICE.

67. In road movement of light engines or detouring of foreign line trains, conductors will be used as pilots when available.

(See Questions 34 and 35.)

EXTRA
BOARD.

68. (a) At terminals, when it requires one or more extra conductors to do the extra work, extra boards will be maintained.

FIRST-IN, FIRST-OUT - EXTRA CONDUCTORS. Where no extra board is maintained and more than one extra conductor available, the senior conductor shall be called for extra service. Where extra boards are maintained, extra conductors will be run first-in, first-out, except when a conductor obtains an assigned run or regular pool car, in which case he will hold it for five days. At the expiration of the five day period, the senior conductor, having made written application, will be assigned. If no applications are received for temporarily vacated runs or pool cars, they will be filled from the extra board by extra conductors in the order of their turn, and in five day periods, until application is made for same as a regular assignment, and it subsequently develops that vacancy will be for a definite duration, same will be bulletined and assigned to the senior qualified applicant making application therefor.

NOTE:- An extra conductor substituting on a regular assignment or pool car, under the five day clause, will, when displaced by regular assignee or a senior conductor exercising displacing rights before the expiration of the five days, take his turn on the extra board as of time of his arrival, except that other conductors may have been used or called prior to his displacement.

DISPLACEMENTS - CONDUCTORS. When a conductor is displaced from regular assignment, he cannot displace a junior conductor who has assigned himself under the provisions of this rule, until he (displaced conductor) has first assigned himself to regular run or pool service and actually goes to work and has worked one day or trip only; and in this connection the extra conductors' board will be considered a regular assignment.

A conductor who has been displaced from regular assignment, will be permitted to displace a junior conductor immediately, provided he is senior to the regular assignee, in which case he will be considered the regular assignee.

(See Examples 43 and 44)

(See Questions 23, 36 and 37)

CONDUCTORS DISPLACED. 68. (b) Conductors will be promptly notified when a senior conductor has taken their position and will then be permitted to take what their age and rank entitles them to. Conductors will be considered displaced as soon as they are notified that a senior conductor has taken their position.

NOTE:- Conductors exercising displac-

ing rights on new or vacant positions which are open for applications for the five day period, will be required to make written application for same; otherwise will be denied the privilege of displacing the junior conductor assigned at the expiration of the five day period.

**EXERCISING
SENIORITY
RIGHTS.**

In the exercise of seniority rights, the following will govern with respect to conductors placing themselves on assignments secured under provisions of various rules:

(1) When the home terminal of the division or sub-division is a terminal for an assignment secured by an applicant, he shall place himself on such assignment at the home terminal.

(2) When the home terminal of the division or sub-division is not a terminal for an assignment secured by an applicant, he shall be permitted to place himself at any terminal of the assignment and shall designate the terminal when making application.

(3) A conductor displaced from a regular assignment may exercise his seniority on another assignment up to the time provided for calling the conductor, as such time may be established at various points. If the displaced conductor does not assign himself within twenty-four hours after he has been notified of his displacement, the provisions of Rule 99 will apply; i.e., it will be necessary that he assign himself not less than four hours prior to the leaving time of the assignment he desires to take.

TERMINAL
STATIONS
DEFINED.

69. A terminal station for freight trains is the end of a freight division as such divisions are determined by time schedule. A terminal station is the initial point, or the end of a run of a schedule train, but for such schedule train only.

HELD AT
OTHER THAN
HOME
TERMINAL -
16 HOURS.
(C.S.)

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

The Railway Company will designate a home terminal for each conductor in pool freight and in unassigned service.

HELD AWAY FROM HOME TERMINAL - NOT TO EXCEED 6 DAYS. 71. Conductors in irregular service, except wrecking and snow service, will not be kept away from home terminals to exceed six days.

DOUBLE-HEADING. (M) 72. (a) With trains of over forty cars, exclusive of cabooses, doubleheading is prohibited except as hereinafter stated.

Doubleheaders may be run on any district, provided the rating of largest engine handling the train is not exceeded.

In case of an accident to an engine, consolidation may be effected with another train and consolidated train brought into terminal as a doubleheader, if practicable.

PUSHER OR HELPER SERVICE. (M) 72. (b) Pusher or helper engines will only be used to assist trains over ruling grades. Their use will not be allowed in any way to nullify Rule 72 (a) regarding the use of doubleheaders.

It is recognized that the exigencies of the business may require helper service in addition 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 the management and committee for pusher or helper engines on any district to maintain the tonnage intact over grades.

NOTE:- The District west of Clinton,

Nebraska, and north of Chadron, Nebraska, is excepted from the provisions of rules 72 (a) and (b).

COMBINATION 73. When conductors perform service SERVICE AS as both conductor and brakeman on the CONDUCTOR same trip, they will receive pay for the AND BRAKE- entire service at the highest rate appli- MAN - RATE. cable to any class of service performed, (S) with a minimum of one hundred miles for the combined service; the overtime basis for the rate paid will apply for the entire trip.

PUSHER 74. Engines assisting trains will be
ENGINES cut in ahead of caboose when practicable
CUT IN to do so.
AHEAD OF
CABOOSES.

ASSIGNMENTS 75. Work train service within the
TO YARD Cedar Rapids switching district east of
AND ROAD the Stone Quarry at East Rapids, and
WORK - west of the most westerly switch at
CEDAR West Rapids, shall be considered road
RAPIDS work. Yardmen will continue to perform
SWITCHING service Otis to Beverly same as hereto-
DISTRICT. fore and will perform work train service
operated exclusively within the confines
of Cedar Rapids Yard proper, between the
Stone Quarry Switch, East Rapids, and
the most westerly switch at West Rapids.

ROAD 76. The following classes of service
SERVICE - in the Chicago Switching District are
CHICAGO considered road service and road rates
SWITCHING and conditions apply according to
DISTRICT - classification shown.
DEFINED.

- (A) (a) Junction Locals (Wisconsin Division)
- Way-Freight

- (b) Union Stock Yards service heretofore performed by roadmen
 Through-Freight
- (c) Regularly assigned transfers
 Way-Freight
- (d) Regularly assigned special deliveries
 Way-Freight
- (e) Regularly assigned milk trains
 Way-Freight
- (f) Regularly assigned main line work trains
 Work-Train

Crews in transfer service will be required to perform switching service required of yardmen in such service prior to April 22, 1920.

CABOOSES Conductors will be furnished cabooses
FURNISHED- in transfer service; also on other ex-
CHICAGO tended runs justifying having cabooses.
SWITCHING Caboose may be switched to the rear end
DISTRICT. of the train before commencing a transfer or other extended movement. Cabooses will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service. Present practice of drawing supplies to continue.

**GENERAL RULES - ROAD PASSENGER AND
 FREIGHT SERVICE**

PRIVILEGES- 78. Privileges now enjoyed by conduc-
CONTINUA- tors shall not be abrogated. Future
TION OF. privileges that are conceded to be a matter of record between the officer in charge of personnel and the General Committee.

CALLING
LIMITS.

79. A book shall be kept showing the names of conductors and their residence. Superintendents and committees will agree on certain limits within which conductors shall be called to take their trains.

Callers will be provided with a book in which conductors shall register their names and the time they are called. Conductors will be called as nearly as possible one hour before leaving time of their trains.

TIME SLIP
CORREC-
TIONS.

80. When the time of conductors is corrected or disallowed, they will be notified of the fact at once by the Superintendent; such notification to show the reason why time was not allowed, referring to the rule in the agreement, and advise by whose authority change was made. Time tickets will be issued upon request for shortage of one day or more.

DEADHEAD-
ING.

81. (a) Conductors will be allowed actual mileage at one-half through-freight rate for deadheading on passenger trains, and actual mileage at through freight rate for all other deadheading.

81. (b) In ordering deadhead crews, the conductor last out on the list will run the train and all conductors will remain in their respective order on reaching the final terminal.

81. (c) Conductors deadheading to take runs for which they have made application will not be paid for deadheading. Conductors displaced and

deadheading to home terminal, and extra conductors deadheading under orders, will be paid for deadheading.

81. (d) When conductors and cabooses are deadheaded, conductors shall accompany their cabooses.

81. (e) Deadhead allowance will be used to make up a constructive day when the interval between deadhead and road service is not in excess of one hour and thirty minutes.

DISCIPLINE AND INVESTIGATION. 83. (a) Conductors shall not be disciplined without a fair and impartial investigation before the division officer, and will have the right to appeal to the officer in charge of personnel.

Investigation shall be held and decision rendered in writing within seven days from the date of alleged offense or after information of the alleged offense has reached the division officer, excepting in case of injury or disability of the conductor under investigation, or inability of the officers to complete the necessary investigation within the time specified.

Conductors held out of service to attend or on account of investigations will, in the event they are not responsible, be paid for all time lost; in the event they are responsible and finally dismissed from the service, they will be paid at their regular rates for all time held in excess of seven days until decision is rendered.

FURNISHING COPY OF EMPLOYEES' STATEMENT. 83. (b) When conductors are disciplined, they will be furnished a statement in writing showing discipline administered and cause therefor; conductors making statements will be furnished a copy of their own statement.

RIGHT TO PROTEST. 83. (c) The right to protest or appeal the decision of the division officer must be exercised within ninety days from the date of the division officer's notice of discipline, otherwise the decision of the division officer shall be final.

REPRESENTATION AT INVESTIGATION. 83. (d) Conductors shall have the right to have a representative of their choice and witnesses present at the investigation. Representative shall have the privilege of asking any questions pertaining to the matter under investigation that he may desire, and the evidence thus brought out will be made a part of the written statement.

HELD DURING LAYOVER FOR PURPOSE OF GIVING INFORMATION. 83. (e) Conductors called to report during layover time for the purpose of giving information in investigations when they are not at fault shall receive compensation for all layover time consumed in such investigations; this time to include all time waiting after arrival at the place where the investigation is to be held, until released, and to be not less than one-quarter of a day at through freight rate. If required to deadhead under this rule, deadhead time shall be paid in addition to time held. Allowances under this rule shall be paid in addition to the regular monthly salary.

(See Questions 38, 39 and 40)

84. In re-examining conductors as to visual power and color perception, tests will be made as may be prescribed by the General Manager. If a conductor fails on such test, and passes the visual examination known as the "Field Test", he will be qualified. It is understood that reexaminations are to be taken without loss of time, when practicable.

If conductors are required by the Company to take these re-examinations at outside points, involving loss of time, they will be paid for all time lost.

85. Conductors attending court or inquest under instructions of the Company, or reporting to the Claim Department for the purpose of furnishing information, will be allowed the same compensation they would have earned had they remained on their regular assignment, from the time relieved until work can be resumed on their regular assignment with a minimum of one day for each day held off their assignment. Conductors called off the extra list for such service will be allowed one minimum day for each calendar day held. Assigned conductors thus held on their layover, losing no time or mileage thereby, shall be allowed one hour at assigned rate for each hour or fraction of an hour held, but not to exceed eight hours for each calendar day.

When, under this rule, conductors are required to be away from home, their living expenses will be paid by the Company, the Company to retain all witness fees.

(See Questions 40 and 41)

HELD AND NOT USED - ASSIGNED CONDUCTORS. 86. Conductors on assigned runs will not be required to remain within calling limits on layover, unless notified; if held and not used, they will be allowed one day at minimum rate applicable to their assignment.

If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid one day for the next succeeding eight hours, or until the end of the twenty-four hour period, and similarly for each twenty-four hour period thereafter.

USE OF TELEPHONE NOT TO BE EXTENDED. 87. The use of telephone will not be extended so that conductors perform the duties of operators as a premeditated proposition, and the telephone will only be used by conductors to obtain orders where emergencies arise, which is to their interest as well as that of the Company. (See Six-Party Telephone Agreement, Pages 128, 129 and 130)

REFUSAL TO GO OUT ACCOUNT NEEDED REST. 88. Conductors will not be censured or disciplined who refuse to go out on account of needed rest; ten hours being considered sufficient under ordinary circumstances. Time to be figured from time registered in until called.

TEMPORARY TRANSFER. 89. (a) A conductor leaving a division of his own accord, to work on another division shall be considered as a new employe. Should he be transferred temporarily by order of the Company, he shall retain his seniority rights on his home division.

89. (b) Conductors temporarily transferred shall return to the division on

which they hold rank within six months of the date of temporary transfer. Failure to return to their home division within six months will be the equivalent to an application for permanent transfer, and their rank shall date from first trip.

MANNING NEW DIVISIONS AND DIVERSION OF TRAFFIC. 90. When new divisions are established they shall be manned by employes of the Company in service on other divisions, so far as available. The senior man in service to have preference, and when transferred will retain original seniority rank, it being understood that divisions affected by diversion of traffic shall be given proper consideration on account of such diversion.

EMERGENCY SERVICE ON FOREIGN DIVISIONS. 91. Conductors used in emergency for service on divisions where they hold no rights will be promptly returned to home division, either in service or deadhead; if in service they will be considered first out in the direction of home.

SENIORITY LISTS - FURNISHING LOCAL CHAIRMEN COPIES OF. 92. At the end of each year, Superintendents will prepare seniority lists, a copy of which shall be posted on division bulletin boards, and the Local Chairman, Order of Railway Conductors, shall be furnished with a copy of same.

Superintendents will immediately advise the Local Chairman of each leave of absence granted or overstayed, of each conductor who is dismissed or resigns, or of any change made in the seniority list.

SENIORITY RIGHTS. 93. The seniority rights of conductors date from day and hour of their

promotion as indicated in certificate of promotion, and they shall be allowed choice of runs on basis of such seniority (runs being understood to mean either regular assignment or extra service), which shall be confined to division on which they hold rights. Their use in passenger service shall be contingent on their competency.

NOTE:- The seniority as conductors of brakemen to whom certificates of promotion have been issued within three months after failure to pass first examination will be ranked on the conductors' roster as they would have been if they had passed the first examination.

Effective January 15, 1925, all conductors will be shown on one seniority list, which will indicate both freight and passenger seniority dates for those who established a seniority date in passenger service prior to January 15, 1925.

All conductors who have not established a seniority date in passenger service as of January 15, 1925, will hold seniority with respect to each other from date of promotion, but will not outrank in passenger service junior conductors who established seniority rights in such service prior to January 15, 1925.

(See Question 42)

REDUCTION
IN FORCE.

94. (a) Should it become necessary to reduce the force for any reason, conductors reduced shall have preference in employment, but not in choice of assignment over brakemen ranking them on brakemen's seniority list.

LEAVE OF
ABSENCE
ACCOUNT
REDUCTION
IN FORCE.

94. (b) Conductors laid off on account of decrease in business will be granted leave of absence if they so desire, provided same can properly be granted in the opinion of the Superintendent, it being understood when such leave of absence is granted, conductors may resume work and retain their original rank if they report for duty before the expiration of leave of absence and there is work for them. (See Question 43)

94. (c) Conductors laid off account reduction in force will be permitted to reenter service in the order of their turn and retain their original rank without loss of seniority acquired prior to time laid off; it being understood they will keep the proper railway officer advised of their address, or change of address, and must report for service within fifteen days from receipt of notification to return to work, unless prevented by sickness, otherwise their names will be removed from the seniority roster.

LOCATION
OF CREW
BOARDS.

95. Where crew boards are maintained, they will be located where they can be inspected.

LEAVE OF
ABSENCE.

96. A conductor having been absent of his own accord to exceed six consecutive months, thereby forfeits all rights with the Company, except in case of sickness, or when leave of absence has been granted. No leave of absence will be granted to exceed one year, except in case of sickness, or when serving as chairman of a General Committee.

CHANGE OF RESIDENCE, FREE TRANSPORTATION. 97. When change of division or train runs require conductors to change their place of residence, they will be furnished free transportation for their families and household goods.

PERMISSION TO LAY OFF. 98. Conductors will be allowed to lay off on account of sickness of themselves or their families, to serve on committees, or for other good and sufficient reasons, provided due notice is given the proper officer.

SENIORITY RIGHTS OF CONDUCTORS LAYING OFF REPORTING FOR DUTY SUBSEQUENT TO LAY-OFF. 99. Conductors temporarily laid off or laying off, will not be assigned to runs, but on return to service will be permitted to take any run to which they may be entitled, which has become vacant or which has been bulletined during their absence. Conductors in service three days during the period an assignment is under bulletin and not making application therefor under provisions of the bulletin will not be permitted to displace a junior conductor assigned thereto under provisions thereof. While laying off, they will not be considered in the service until return of their assignment, except they may report for service on their assignment. Conductors on regular assignments will be required to report for duty not less than four hours prior to leaving time of their assignment and in pool freight service, prior to time other conductors are called for service, and failing to comply with the above will not be permitted to go out on that trip.

SERVICE LETTERS. 100. When conductors leave the service, they will, if desired, be furnished a letter stating the length and class of service performed.

PAYING FINES ACCOUNT BREAKAGE OR DAMAGE TO EQUIPMENT. 101. Conductors will not be required to pay fines on account of breakage or damage to equipment, nor for supplies which are lost, except switch keys, coach keys, gas keys, ticket punches and book of rules, for which actual cost may be charged.

RIGHT OF CONDUCTOR TO OBJECT TO TRAINMEN. PLACING OF TRAINMEN. 102. Conductors shall have the right to object to brakemen, baggagemen and flagmen for cause, and when objections are sustained by facts other men will be provided. They will have the right to place their brakemen and flagmen according to their best judgment, with the understanding that when there is a brakeman and flagman employed on a passenger train, and both men are equally competent in the judgment of the conductor to perform the duties of flagman, seniority shall govern with regard to the selection of position as brakeman or flagman.

FURNISHING COPY OF BULLETINS TO LOCAL CHAIRMAN. 104. Copies of all bulletins affecting conductors will be furnished local chairman.

CHANGE OF ASSIGNMENTS. 105. Conductors will be permitted to change assignments under the following conditions:

1. Change in monthly guarantee.
2. Change in point of layover.
3. Re-classification of run.
4. When displaced.
5. When assignment is discontinued.
6. New and vacant runs.
7. Reduced rank, conductor to brakeman.

8. A change of more than two hours in train schedule as indicated in current time table, or a change of more than two hours in time set by bulletin to report on assignments not scheduled.

9. Added compensation due to fixed overtime, as per current time table, when such addition in fixed overtime is one hour or more.

10. Reduced compensation due to fixed overtime, as per current time table, when such reduction in fixed overtime is one hour or more.

11. Permanent reduction in the regularly established number of members of any crew.

If no applications for new or vacant conductors' positions are received, they will be assigned to the junior eligible conductor. This does not mean that the junior conductor will be called to service if by so doing it will require the promotion of senior set back conductor; in such case the senior set back conductor promoted should be assigned to the run.

Conductors will be permitted to change assignments under any of the conditions enumerated in this rule, provided request is made within six days from date of change. In like manner, when conditions are improved as a result of changes, the senior conductor or conductors desiring the run will be permitted to take it, provided they have made written application within six days after the change which brought about

the improved conditions, except as provided in Rules 26 and 51.

HOURS OF
SERVICE.

106. (a) Under the laws limiting the hours on duty, conductors 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 time limit provided by State Laws, if State Laws govern.

106. (b) When road conductors are tied up in a less number of hours than provided in Section (a), they shall not be regarded as having been tied up under the law.

106. (c) When road conductors 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.

106. (d) 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.

106. (e) Road conductors tied up under the law will be paid time or

mileage from initial point to tie-up point, and when resuming duty on continuous trip, will be paid miles or time, whichever is the greater, from tie-up point to next tie-up point or to the terminal.

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

CONDUCTORS 106. (g) Road freight conductors
TIED UP tied up at points other than terminals.
AT POINTS as terminals are defined in Rule 36(b),
OTHER THAN after having been on duty in excess of
TERMINALS fourteen hours, on a day or trip, shall
AFTER HAV- be considered as having been tied up
ING BEEN under the laws limiting the hours on
ON DUTY IN duty, and shall again be considered on
EXCESS OF duty and under pay as provided in
14 HOURS. Section (c).

(See Questions 44 and 45.)

EXAMPLES, QUESTIONS AND ANSWERS, AND AGREED-TO
UNDERSTANDINGS EXEMPLIFYING THE PROPER APPLICATION
OF AND ALLOWANCES UNDER CERTAIN RULES:

RULE 1 (c)

Interpretations with respect to additional
allowance for handling U.S. Mail:
(Memorandum of Agreement, November 23, 1928)

Question No. 1: What monthly guarantee will
be applied for Conductors who handle U. S. Mail
sufficient to require payment of differential
of 34¢ per day?

Answer: \$316.20

Question No. 2: What average daily earning
minimum is established for Passenger Conductors
who handle U. S. Mail sufficient to require
payment of differential of 34¢ per day?

Answer: \$11.18

Question No. 3: Where Conductors handle
U. S. Mail on certain days, and not on other
days, is the minimum monthly guarantee to be
allowed, \$316.20 or \$326.40?

Answer: \$316.20. Principle covered by
Decision to Question No. 4, Interpretation No.
1, Supplement No. 25 to General Order No. 27
applies.

Question No. 4: Is the differential pro-
vided for Conductors handling United States
Mail a money differential, or should it be
added to the daily rate for Conductors and
divided by 150 to determine the mileage rate
and that rate applied to the miles paid for?

Answer: The 34¢ should be added to the

daily rate and divided by 150 to determine the mileage rate.

Question No. 5: To what classes does the term "Other Trainmen," used in connection with these differentials, apply?

Answer: "Other Trainmen" includes Conductors paid passenger rates and assigned to handle U. S. Mail where Baggage men are not provided to handle mail.

Question No. 6: Conductor on a mixed train is paid through freight rate of \$9.96 per day. If Conductor handles U.S. Mail, which exceeds in volume between two points, 3 feet of space or its equivalent in sacks or pieces, should differential be added to through freight rate?

Answer: In view of the difference in the mileage basis in freight and passenger service, through freight rates will apply, but if earnings from mileage do not equal \$10.30, that amount will be paid. Overtime rate will be 3/16 of \$9.96.

Question No. 7: Is it contemplated that conductor, particularly on gas rail cars, be paid the differential for handling United States Mail?

Answer: Covered by Answer to No. 5.

Question No. 8: If more than 48 pieces of mail are handled between any two points in less than 3 feet, should arbitrary be allowed?

Answer: 96 outside packages are the equivalent of 48 sacks, therefore, conductor would have to handle in volume between two points in excess of 48 sacks or the equivalent in outside packages, to be entitled to differential.

RULE 8

itching - Passenger Service

Example 1: Initial terminal switching - final terminal switching - final terminal delay - passenger service. Yard engine not operated at either initial or final terminal.

Report for duty at "A" 6:45 A.M.
Crew reports for duty as unit at "A" 7:00 A.M.
Ordered to depart "A" 7:30 A.M.
Switch consist of train 7:00 A.M. to 7:25 A.M.
Depart 7:30 A.M.
Arrive passenger station "Z" 11:00 A.M.
Switch consist of train until 11:15 A.M.
Delayed and released from duty 11:45 A.M.
Distance "A" to "Z" 150 miles.

Allowance - 150 miles at passenger rate
1 hour switching at initial terminal (7:00 A.M. to 7:25 A.M.) at passenger overtime rate.

1 hour switching at final terminal (11:00 A.M. to 11:15 A.M.) at passenger overtime rate.

No allowance under provisions of rule 11.

Example 2: Initial terminal switching - initial terminal duty time - final terminal switching - final terminal delay - passenger service. Yard engine operated at both initial and final terminals. Yard crew on duty at "A". Yard crew not on duty at "Z".

Report for duty at "A" 6:30 A.M.
Crew reports for duty as a unit at "A"
7:00 A.M.
Ordered to depart 7:30 A.M.
Crew picked up cars first out 7:00 A.M.
to 7:20 A.M.

Depart "A" 7:30 A.M.
Arrive passenger station "Z" 12:05 P.M.
Switch out cars 12:05 P.M. to 12:40 P.M.
Delayed and released from duty at "Z"
1:15 P.M.
Distance "A" to "Z" 150 miles.

Allowance - 150 miles at passenger rate
30 minutes at hourly rate of
\$1.3175 (7:00 A.M. to 7:20
A.M.)

1 hour at yard foreman's over-
time rate (12:05 P.M. to
12:40 P.M.)

The money value of one hour at
yard foreman's overtime rate
exceeds allowance computed
on basis of one hour and ten
minutes final terminal delay;
therefore, no dual allowance
under rule 11.

Example 3: Initial terminal - intermediate
point - final terminal switching - final termi-
nal delay - passenger service. Yard engine
operated but not on duty at initial or final
terminals. Yard engine not operated at inter-
mediate point "B". Yard engine operated and
on duty at intermediate point "C".

Report for duty at "A" at 6:30 A.M.
Crew reports for duty as a unit 6:40 A.M.
Switch consist of train until 7:05 A.M.
Depart "A" 7:15 A.M.
Arrive intermediate point "B" 9:00 A.M.

Picking up two cars and setting out one car until 9:20 A.M.
Depart from "B" 9:25 A.M.
Arrive intermediate point "C" 10:00 A.M.
Pick up cars first out and set out cars in one block 10:05 A.M. to 10:40 A.M.
Arrive passenger station "Z" 12:00 Noon
Switch consist of train until 12:25 P.M.
Delayed and released at 1:00 P.M.
Distance "A" to "Z" 150 miles.

Allowance - 150 miles at passenger mileage rate
1 hour at yard foreman's overtime rate (6:40 A.M. to 7:05 A.M.)
30 minutes at rate of \$1.3175 per hour (work at "C" 10:05 A.M. to 10:40 A.M.)
1 hour at yard foreman's overtime rate (switching at "Z" 12:00 noon to 12:25 P.M.)
No allowance for work at "B" an intermediate point where yard engines are not operated
No allowance "Z" under provisions of rule 11.

Agreed-to understanding:

Rule 8 is a new rule and provides that conductors in passenger service required to switch consist of their own train at initial terminal, turnaround point or final terminal where yard engines are not operated will be paid on a minute basis with a minimum of one hour at passenger overtime rate. The compensatory period for the performance of switching is clearly set forth in items 1, 2 and 3 of second paragraph of the rule.

Conductors will not receive dual compensa-

tion under provisions of rules 9, 10 and 11. Movements with train intact between passenger stations and yards are not classed as switching.

The provisions of rule 8 as applied to switching by conductors on passenger train assignments do not contemplate that they will be allowed compensation for overtime and switching during the same period of time.

* * * * *

RULE 15

Extra Passenger Conductors in Freight Service.

Example 4: Extra conductor in passenger service, January 1st to 14th, inclusive, making 1,000 miles, is reduced to pool freight service and remains in such service January 15th to 31st, inclusive, making 1,500 miles.

Allowance - 2,600 miles at through freight rate.

Example 5: Extra conductor in passenger service, January 1st to 20th, inclusive, is reduced to freight service, but instead of taking up freight service lays off balance of the month.

Allowance - 20/31st of 2,600 miles, or 1,677 miles at through freight rate.

* * * * *

RULE 16

Additional Passenger Conductors.

Question 9: Under provisions of Section (b) can the senior freight conductor, who has

not qualified under the provisions of last paragraph of Rule 16, displace the senior available conductor used in passenger service under the provisions of the rule, at the expiration of five days?

Answer: No.

Question 10: Can a regularly assigned passenger conductor, or regularly assigned extra passenger conductor, displace the senior available conductor used in passenger service under the provisions of the rule, at the expiration of five days?

Answer: No.

Question 11: To what conductors does the term "senior conductor", as used in Section (b), apply?

Answer: The term "senior conductor" as used in Section (b), Rule 16, applies to any conductor in freight service having qualified for passenger service in accordance with last paragraph of Rule 16, who may be senior to the qualified freight conductor available and used at the time service in extra passenger service materialized, provided he is not at that time performing passenger service under the provisions of this rule.

(See Example 6)

RULES 16 - 48

Question 12: Conductor used in passenger service under Rule 16 is taken off regular assignment or regular car in unassigned service. Is this man entitled under Rule 48 to 100 miles per day for the layover days while in passenger service?

Answer: No.

* * * * *

RULES 16-18-26

New and Vacant Runs Bulletin and Temporary Vacancies.

Example 6: When no applications are received from conductors for new or vacant runs bulletin under the provisions of Rule 26 or for temporary vacancies under provisions of Rule 18, who shall be assigned?

Answer: The junior conductor qualified under the provisions of Rule 16.

* * * * *

RULE 33

Monthly Guarantee.

Example 7: Trains 39 and 40 are carded daily between A and Z -- distance 115 miles; three conductors assigned; make round trip in two days, then have layover day. Conductor lays off three days in a 31-day month.

Allowance - 28/31st of 2,600 miles, or 2,348 miles.

Example 8: Conductor in unassigned service August 1st to 22nd, inclusive, secures daily except Sunday regular assignment, and goes on this assignment August 24th, having lost August 23rd, in order to catch the assignment. The car in unassigned service went out on Sunday, August 23rd. No extra miles were made during the month, Sundays were 2nd, 9th, 16th, 23rd and 30th.

Allowance - Twenty-two days in
unassigned service
entitling him to
22/31 of 3,000 mile
guarantee, or . . .2,129 miles

Seven working days
in regularly assigned
service daily, except
Sunday, entitling him
to 7/26 of 2,600
miles, or 700 miles

Total allowance. . . 2,829 miles

Example 9: In unassigned service August
1st to 15th, inclusive, making 1,800 miles.
In regularly assigned daily except Sunday ser-
vice August 16th to 31st, inclusive, making
900 miles. Sundays were August 2nd, 9th, 16th,
23rd and 30th.

Allowance - In unassigned service
15 days, making 1,800
miles, would entitle
him to 15/31 of 3,000
miles, or 1,452 miles

In regularly assigned
daily except Sunday
service, 13 working
days, which would en-
title him to 13/26 of
2,600 miles, or . . 1,300 miles

Total allowance . . . 2,752 miles

Note. The 348 miles made in unassign-
ed service over the guaranteed mileage
while in this service is used to offset the
constructive mileage necessary to make up
the guaranteed mileage while in regularly
assigned daily except Sunday service.

Example 10: In unassigned service entire month of March, making 2,900 miles, 400 miles of which were made while going to the stock yard.

Allowance - Actual mileage made
for the month . . . 2,900 miles
Allow 100 miles to
make up guarantee
of 3,000 miles. . . 100 miles
Total allowance. . . . 3,000 miles

Example 11: In regularly assigned daily except Sunday service entire month of August, making 2,900 miles, 600 miles of which were earned account of going to stock yards.

Allowance - Guarantee for month. 2,600 miles
Extra mileage going
to stock yards . . . 600 miles
Total allowance. . . . 3,200 miles

Example 12: In regularly assigned daily except Sunday service August 1st to 14th, inclusive. In regularly assigned daily service August 15th to 31st, inclusive. No extra miles made. Sundays were 7th, 14th, 21st and 28th.

Allowance - In regularly assigned
daily except Sunday
service, 12 working
days, entitling him
to 12/27 of 2,600
miles, or 1,156 miles
In regularly assigned
daily service 17 days
entitling him to 17/31
of 3,000 miles, or. 1,645 miles
Total allowance. . . . 2,801 miles

Example 13: In unassigned service, February 1st to 12th, inclusive. Regular daily except Sunday assignment February 13th to 28th, inclusive. Sundays were 7th, 14th, 21st and 28th.

Allowance - In unassigned service
12 days, entitling
him to 12/28 of 3,000
miles, or 1,286 miles
In regular daily ex-
cept Sunday service
13 days, entitling
him to 13/24 of
2,600 miles, or ... 1,408 miles

Total allowance 2,694 miles

Example 14: In unassigned service February 1st to 14th, inclusive. In regularly assigned daily except Sunday service February 15th to 28th, inclusive. In unassigned service he made 1,300 miles. In daily except Sunday assignments he made 1,500 miles. Sundays were 7th, 14th, 21st and 28th.

Allowance - In unassigned service
14 days, entitling
him to 14/28 of 3,000
miles, or 1,500 miles
In regularly assign-
ed daily except Sun-
day service, 12
working days, en-
titling him to 12/24
of 2,600 miles, or. 1,300 miles

Total allowance 2,800 miles

Note: The 200 miles in excess of the guarantee made while in regularly assigned daily except Sunday service

is used to offset the constructive mileage necessary on account of his making only 1,300 miles while in unassigned service.

Example 15: In regularly assigned daily except Sunday service February 1st to 16th, inclusive, when he takes regularly assigned daily run, but in order to go out on his new assignment it is necessary that he lose February 17th. He works in the new assigned service February 18th to 28th, inclusive. Sundays are 7th, 14th, 21st and 28th.

Allowance - In regularly assigned daily except Sunday service 14 days, entitling him to 14/24 of 2,500 miles, or 1,517 miles
In regularly assigned daily service 11 days, entitling him to 11/28 of 3,000 miles, or 1,179 miles

Total allowance 2,696 miles

Note: He is not entitled to duty time for the 17th account of losing a day due to a change of his own choice.

Example 16: In unassigned service entire month of February, making 3,000 miles, of which 600 miles constitute time going to stock yards.

Allowance - Actual mileage made 3,000 miles

Example 17: In regularly assigned daily except Sunday service entire month of April, making 2,600 miles, of which 500 miles constitute time going to stock yards.

Allowance - Twenty-six days in assigned daily except Sunday service, entitling him to 2,600 miles
 Plus mileage made going to stock yards 500 miles

Total allowance 3,100 miles

Example 18: In unassigned service April 1st to 20th, inclusive, and goes into regularly assigned daily except Sunday service, working in same service until April 30th. Sundays are 7th, 14th, 21st and 28th.

Allowance - In unassigned service 20 days, entitles him to 20/30 of 3,000 miles, or 2,000 miles

In regularly assigned daily except Sunday service, 8 working days, entitling him to 8/26 of 2,600 miles, or 800 miles

Total allowance 2,800 miles

Example 19: In unassigned service April 1st to 10th, inclusive, making 400 miles as a conductor, when he is reduced to brakeman, taking regularly assigned daily service for the balance of the month, making 2,700 miles as a brakeman.

Allowance - In unassigned service as conductor 10 days, entitling him to 10/30 of 3,000 miles, or 1,000 miles

As brakeman he made 2,700 miles in 20 days, but as he was allowed 600 miles to make up his guarantee as a conductor, this amount should be deducted from his excess mileage over his guarantee, while working as a

brakeman, leaving amount due him
as brakeman 2,100 miles

Total allowance 3,100 miles

Example 20: In regularly assigned daily except Sunday service April 1st to 15th, inclusive, and in regular daily assigned service April 16th to 30th, inclusive, making no extra miles in either service; Sundays were 1st, 8th, 15th, 22nd and 29th.

Allowance - In regularly assigned daily except Sunday service 12 working days, entitling him to 12/25 of 2,600 miles, or 1,248 miles

In regularly assigned daily service 15 days, entitling him to 15/30 of 3,000 miles, or 1,500 miles

Total allowance 2,748 miles

Example 21: In regularly assigned daily service as a conductor April 1st to 15th, inclusive, making 2,000 miles, when he is reduced to a brakeman and remains in the same class of service from April 16th to 30th, inclusive, making 1,000 miles.

Allowance - In regularly assigned daily service as conductor 15 days, making 2,000 miles, entitling him to 2,000 miles

In regularly assigned service as brakeman 15 days, entitling him to 15/30 of 3,000 miles, or 1,500 miles, but as he made 500 miles more than his guarantee as a conductor, this amount should be deducted from his guarantee as a brakeman, leaving mileage due him as brakeman 1,000 miles

Total allowance 3,000 miles

Example 22: In unassigned service April 1st to 15th, inclusive, as a conductor making 1,000 miles, and in the same class of service as a brakeman from April 16th to 30th, making 2,000 miles. He was in the same class of service the entire month but while working as a conductor he made only 1,000 miles in 15 days; he is entitled to 15/30 of 3,000 miles, and the allowance as a conductor should be 1,500 miles

However, as he made 2,000 miles as a brakeman, making the total monthly mileage 3,000 miles (which under the guarantee is all he is entitled to), and as he has been allowed 500 constructive miles to make up his guarantee for the time in the service as a conductor, this amount should be deducted from the actual mileage made as a brakeman, provided that amount would not reduce the mileage of the brakeman to a lesser figure than his guarantee will allow (which in this case does not), therefore, as a brakeman he is entitled to 15/30 of 3,000 miles, or 1,500 miles

Total allowance 3,000 miles

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RULE 33 (a)

Monthly Guarantee - Unassigned and Daily Assigned Service.

Question 13: Conductor reports for duty on August 25th, and goes out same day. If conductor does not lay off during remainder of month,

what would be his minimum allowance under 3,000 mile guarantee?

Answer: Six hundred (600) miles.

* * * * *

RULE 33 (b)

Monthly Guarantee - Assigned Service Not Daily.

Question 14: Trains 230 and 231 are carded daily between "A" and "Z", distance 145 miles, three conductors assigned; make round trip in two days, then have layover day. What is conductor entitled to for month of September?

Answer: Twenty-nine hundred (2,900) actual miles, plus switching time if any accrues.

Question 15: Same as above. Conductor lays off one round trip. What is he entitled to for month of September?

Answer: Twenty-six hundred ten (2,610) actual miles, plus switching time if any accrues.

Question 16: Conductor on three crew way-freight lays off one round trip; run does not make 2,600 miles in any month. How much time should be deducted from monthly guarantee?

Answer: 3/28, 3/30, or 3/31 (as the case may be) of 2,600 miles.

* * * * *

RULE 36(a) & (b)

Question 17: How should temporary vacancies on regular assignments be filled?

Answer: When temporary vacancies occur on regular assignments, such vacancies shall be filled by conductors from extra board until a subsequent regular assignment is made or the regular assignee resumes work. When in emergency, conductors in unassigned (pool) service are temporarily used on regular assignments, they are not to be deprived of any allowances provided for conductors in unassigned (pool) service under Rules 36(a) and (b).

Example: Conductor in unassigned (pool) service working between definite terminals "A" and "B" is used temporarily on a regular assignment scheduled to operate from "A", through definite terminal "E" to "C". The conductor in unassigned (pool) service while substituting for the regularly assigned conductor shall be compensated on the basis of an additional day for service performed "E" to "C", account running through "B", definite terminal, for conductors in unassigned (pool) service.

Question 18: How are rounds conductors to be paid who catch a carded run to which a regular conductor has not been assigned, in their turn off the regular rounds lists? Will Rules 36(a) and (b) apply to those conductors and will they be compensated accordingly?

Answer: First - Miles under the rules.
Second - Rule 36(a) applies, also Rule 36(b) if tied up at other than definite terminals.

RULES 36(a) & 43

Question 19: Conductors on assigned runs are instructed to continue on beyond destination in road freight service. What is proper allowance under Rules 36(a) and 43 for the road trip made outside of regular run?

Answer: 100 miles minimum.

RULES 36(b)-54-56(a)-58

Question 20: Suppose a pool conductor is tied up at a point other than as defined in Rule 36(b). Should terminal time be paid as per Rules 54, 56(a), and 58, at these points?

Answer: Pool conductor not assigned to service between points other than those defined in Rule 36(b), would be paid terminal time earned under Rules 54, 56(a) and 58.

Question 21: Suppose the same question came up when a conductor assigned to regular service was tied up before reaching his terminal. Would Rules 54, 56(a) and 58 apply?

Answer: Conductor assigned to regular run, tied up before reaching terminal of such run, would be allowed terminal time earned under Rules 54, 56(a) and 58.

Conductor assigned to work train would be allowed time earned under Rule 54. Rules 56(a) and 58 would not apply to work trains.

* * * * *

RULE 38 (a)

Work Trains Defined.

Example 23: Conductor on duty in snow plow service 30 minutes, running 48 actual miles.

Allowance: One hundred (100) miles at through-freight rate.

Deadheading in Caboose for Relief in Snow Plow Service.

Example 24: Conductor in snow plow service, 7:00 P.M. to 7:00 A.M., 12 hours. Conductor deadheaded with other conductor same service, 7:00 A.M. to 7:00 P.M.

Allowance: 12 hours way-freight rate.
12 hours deadheading at through-freight rate.

Example 25: Conductor runs 120 miles, on duty 9:00 A.M. to 5:00 P.M., 8 hours. Conductor deadheaded with other conductor same service, 5:00 P.M. to 4:00 A.M., making 150 miles.

Allowance: 120 miles through-freight, conductor making miles.
150 miles deadheading at through-freight rate.

Example 26: Conductor worked 8:00 A.M. to 5:00 P.M., made 120 miles -- 9 hours. Conductor deadheaded 7:00 P.M. to 5:00 A.M., 100 miles -- 12 hours.

Allowance: 120 miles through-freight rate, conductor made miles.

12 hours deadheading, figuring time on duty from 5:00 P.M. to 5:00 A.M., the two hours intervening not to be lost to either conductor when making hours.

Under this Example it must be understood that the conductor was relieved from actual service, and ordered to deadhead at 5:00 P.M.

If conductor was not relieved from actual service until 7:00 P.M., he would be allowed 11 hours for road service and 10 hours for deadhead service.

If conductor was tied up at 5:00 P.M. and then called for deadhead service at 7:00 P.M., the allowance would be 120 miles for road service and 10 hours for deadhead service. He would not be entitled to compensation for the time off duty from 5:00 P.M. to 7:00 P.M.

Example 27: Two conductors in rotary snow plow service, one working, one deadheading, leave Tracy 7:00 A.M., work to Canby, arrive 11:00 A.M., conductor working held by orders account of heavy storm until 7:00 P.M., conductor deadheading ordered for 7:00 P.M.

Allowance: 12 hours conductor working at way-freight rate.

12 hours conductor deadheading at through-freight rate.

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RULE 41 (b)

Freight, Way Freight, Switch Run Service.

Agreed-to understanding:

In addition to continuing the present provisions of the rule, providing for payment of way freight rate to crews on through freight trains when required to perform certain service en route, the amended rule provides for converting the rate from through freight to way freight when conductors on through freight trains are required to stop train at five stations en route for the purpose of setting out cars or picking up cars. In this connection, if train is stopped more than once at one station to perform such work it will count as only one stop.

* * * * *

RULE 43

Mileage outside of Regular Assignment.

Example 28: There are two conductors at a terminal:

Conductor Smith, regularly assigned
arrived 1:00 A.M.
Conductor Brown, pool service,
arrived 2:00 A.M.

Smith's regular assignment scheduled to depart from that terminal at 1:00 P.M. is annulled; Smith placed in pool service under the provisions of Rule 43.

Two conductors wanted for pool service, first for 1:30 P.M.; second for 2:00 P.M.

It will be proper to call Smith for the 1:30 P.M. train, inasmuch as he was scheduled to leave at 1:00 P.M. on his regular assignment, and was listed at that time for pool service.

Example 29: Under same circumstances conductor wanted for same service for 11:00 A.M.

Call Brown, as Smith's regular assignment is not scheduled to leave until 1:00 P.M. Therefore, Smith cannot be considered listed under the provisions of third paragraph of Rule 43.

(See Question 19 and Answer thereto)

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RULE 44

First-in - First-out.

Question 22: Do the provisions of Rule 44

apply to unassigned (pool) conductors when tied up at a point, not a terminal as terminals are defined in Rule 36(b)?

Answer: When two or more unassigned (pool) conductors are tied up at a point, not a terminal as terminals are defined in Rule 36(b), where for operating reasons, pool conductors are usually assembled, such unassigned pool conductors will be run first-in, first-out of such point with respect to each other, provided the "Hours of Service Law" permits. This does not apply to conductors tied up under the provisions of Rule 106(c).

RULES 44 - 68(a)

Question 23: At a point where no extra list of conductors is maintained, but any number of conductors who are set back braking are available, company wants a conductor to pilot light engine "A" to "C"; instead of calling the senior extra available conductor, a conductor on a regularly assigned run or car is called for this pilot service. Would this be considered run-around under Rule 44, and the senior available extra conductor paid 50 miles?

Answer: Yes, and the senior extra conductor available, at that point only, would be entitled to pay for a run-around as provided in Rule 44.

* * * * *

RULE 48

Held Off Regular Assignment for Special Service.

Question 24: Conductors are taken off their regular assignment to work temporarily on regular passenger trains. Are they entitled

to 100 miles per day for all days lost while waiting to go out on such trains and while waiting to resume service on their regular assignment? Does Rule 48 apply only to cases when conductors are held off regular assignments for service on special trains?

Answer: First - Yes. Second - No.

Question 25: Conductor assigned to rounds service by bulletin or choice is called to run other trains. He loses 3 days, waiting to catch his car, which is in work train service. What rate of pay would apply to three days lost?

Answer: Work train rate.

Question 26: Do the provisions of Rule 48 apply to set-back conductors when promoted and used as conductors in emergency?

(a) When set-back conductor is the senior set-back conductor on the division.

(b) When the set-back conductor is not the senior set-back conductor on the division.

Answer: (a) No. (b) Yes.

(See Question 12 and Answer thereto)

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RULE 54

(See Questions 20-21 and Answers thereto.)

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RULE 56

Switching - Freight Service.

Question 27: Do the provisions of Rule 56(a) apply at the starting point of extra trains in freight service, where conductors begin a new trip after having been tied up, except when tied up under provisions of Rule 106?

Answer: Yes.

Question 28: Conductor required to report for duty with crew as a unit at 6:30 A.M. to leave a terminal as terminals are defined in rule 36(b) at 7:00 A.M. performed switching service from 7:00 A.M. until 8:30 A.M. and departs at that time. What is the allowance under rule 56(a)? Crew makes miles. Mileage of run 100.

Answer: Two hours at 3/16 of the daily rate per hour.

Agreed-to understanding:

Rule 56 (a) as revised differs from former rule in that allowances for initial terminal and final terminal switching are made at three-sixteenths of the daily rate instead of at pro rata rate, and that a minimum of one hour is paid for one hour or less, eliminating the former requirement of 30 minutes switching before any allowance would be made. These allowances are applicable to conductors in through freight service, regardless of road trip miles.

The second paragraph of Rule 56(a) provides that conductors on way freight or switch runs of 70 miles or less will not be additionally compensated for performing switching until total time on duty exceeds eight hours.

Rules 56(b) and (c) are self-explanatory.

Rule 56(d). This section sets out the compensatory period for the performance of switching at initial terminal and final terminal.

Rule 56(e) provides for the use of conductors to perform switching at points where yard engines are operated and yard crew on duty to meet emergencies as provided therein, and clearly sets out compensation to be allowed for switching at such points under conditions outlined.

Rules 56(f) and (g) are self-explanatory.

Rule 56(h). This section covers the performance of work by conductors on what is known as "Main Line Road Work" on the Gogebic and Menominee Iron Ore Ranges. If conductors in "Main Line Road Work" are required to switch out preference loads they will be paid for such service on minute basis with a minimum of one hour at rate per hour of \$1.9775. This compensation will cover only the actual time engaged in switching and if switching is performed at more than one point compensation will be on a cumulative basis. This allowance does not apply to conductors performing "Range Main Line Work". Conductors in this service are now paid at way freight rate and may be required to switch out preference cars at any point without extra pay therefor.

Example 30: Way freight or switch run of 70 miles or less - Yard engine not operated at initial terminal.

Crew reports as unit at "A" 7:00 A.M.
Switch until 9:00 A.M.
Arrive "Z" and released at 2:30 P.M.

Allowance - 100 miles at pro rata way freight rate.

Example 31: Way freight or switch run of

seventy miles or less - yard engine not operated at final terminal.

Crew reports as unit at "A" 7:00 A.M.
Arrive designated track at "Z" 1:30 P.M.
Switch at "Z" and released 2:30 P.M.

Allowance - 100 miles at pro rata way freight rate plus one hour final terminal delay (rule 58) at pro rata road rate.

Example 32 (A): Way freight or switch run of 70 miles or less - initial terminal switching - final terminal switching - yard engine operated but yard crew not on duty at initial terminal - yard engine not operated at final terminal.

Crew reports for duty as unit at "A"
6:30 A.M.
Switch until 7:15 A.M.
Depart "A" 7:15 A.M.
Arrive designated track at "Z" 2:00 P.M.
Switch until and released at 2:30 P.M.

Allowance - 100 miles at pro rata way freight rate.
1 hour at yard foreman's overtime rate, initial terminal switching.
30 minutes final terminal delay (rule 58) at pro rata rate.

Example 32 (B): Way freight or switch run of 70 miles or less - initial terminal switching - final terminal switching - yard engine operated but yard crew not on duty at initial terminal - yard engine not operated at final terminal.

Crew reports for duty as unit at "A",
6:30 A.M.
Switch until 7:15 A.M.

Depart "A" 7:15 A.M.
Arrive designated track at "Z" 3:00 P.M.
Switch until and released at 3:30 P.M.

Allowance - 100 miles at pro rata way freight rate.
1 hour at yard foreman's overtime rate, initial terminal switching.
1 hour at 3/16 of the daily way freight rate - final terminal switching.
1 hour overtime at 3/16 daily way freight rate.

Example 32 (C): Way freight or switch run of miles or less - turnaround - initial terminal switching - final terminal switching - yard engine not operated at initial or final terminal. Distance "A" to "B" 30 miles.

Crew reports for duty as unit at "A"
6:30 A.M.
Switch until 7:15 A.M.
Depart "A" 7:15 A.M.
Arrive "B" 11:00 A.M.
Depart "B" 11:30 A.M.
Arrive "A" 2:45 P.M.
Switch at "A" and relieved from duty
3:15 P.M.

Allowance - 100 miles at pro rata way freight rate.
1 hour at 3/16 daily way freight rate - initial terminal switching.
1 hour at 3/16 daily way freight rate - final terminal switching.
45 minutes at 3/16 daily way freight rate - overtime.

Example 33: Way freight or switch run of 70 miles or less - switching final terminal - final

terminal delay - yard engine not operated.

Crew reports for duty as unit at "A" and
departs 7:00 A.M.
Arrive designated track "Z" 12:30 P.M.
Switch until 1:30 P.M.
Delayed until and released at 2:30 P.M.

Allowance - 100 miles at pro rata way freight
rate.
2 hours final terminal delay at
pro rata way freight rate.

Example 34: Initial terminal switching
through freight service - yard engine operated but
yard crew not on duty.

Crew reports as unit at "A" 7:00 A.M.
Switch until 7:25 A.M.
Arrive "Z" and released 2:30 P.M.
Distance "A" to "Z" 100 miles or less.

Allowance - 100 miles at pro rata rate.
1 hour at yard foreman's overtime
rate.

Example 35: Initial terminal switching -
through freight service - yard engine not employed.

Crew reports as unit at "A" 7:00 A.M.
Switch until and depart 7:35 A.M.
Arrive "Z" and released 4:30 P.M.
Distance "A" to "Z" 100 miles or less.

Allowance - 100 miles at pro rata rate.
1 hour and thirty minutes overtime
at 3/16 daily road rate per hour.
1 hour switching at 3/16 daily
road rate.

Example 36: Final terminal switching freight
service - yard engine operated but yard crew not
on duty.

Crew reports as unit at "A" 7:00 A.M.
Arrive designated track "Z" 1:30 P.M.
Switch until and released at 2:30 P.M.
Distance "A" to "Z" 100 miles or less.

Allowance - 100 miles at pro rata rate.
1 hour at yard foreman's overtime
rate.

Example 37: Initial terminal switching -
final terminal switching - freight service - yard
engines operated at initial terminal and final
terminal - yard crews not on duty.

Crew reports as unit at "A" 7:00 A.M.
Switch until 8:00 A.M.
Arrive designated track at "Z" 2:00 P.M.
Switch until and released at 2:30 P.M.
Distance "A" to "Z" 100 miles or less.

Allowance - 100 miles at pro rata rate.
2 hours at yard foreman's overtime
rate.

Example 38: Initial terminal switching
freight service - overtime - yard engine operated
but yard crew not on duty.

Crew reports as unit at "A" 7:00 A.M.
Switch until and depart at 7:35 A.M.
Arrive "Z" and released 6:35 P.M.
Distance "A" to "Z" 100 miles.

Allowance - 100 miles at pro rata rate.
1 hour at yard foreman's overtime
rate. (Switching 7:00 A.M. to
7:35 A.M.)
3 hours 35 minutes overtime at
3/16 daily road rate per hour.
(Overtime computed from 7:00
A.M.)

Example 39: Final terminal switching - final terminal delay - freight service - yard engine operated but yard crew not on duty.

Crew reports as unit at "A" and departs
7:00 A.M.
Arrive designated track at "Z" 12:00 noon.
Switch until 12:35 P.M.
Delayed until and released at 1:35 P.M.
Distance "A" to "Z" 100 miles.

Allowance - 100 miles at pro rata rate.
1 hour switching at yard foreman's overtime rate (12:00 noon to 12:35 P.M.)
1 hour final terminal delay at pro rata road rate (12:35 P.M. to 1:35 P.M.)

Example 40: Initial terminal switching - final terminal delay - yard engine operated but yard crew not on duty at initial terminal.

Crew reports as unit at "A" 7:00 A.M.
Switch until 7:45 A.M.
Arrive designated track "Z" 2:00 P.M.
Delayed and released from duty at 2:35 P.M.
Distance "A" to "Z" 100 miles.

Allowance - 100 miles at pro rata rate.
1 hour at yard foreman's overtime rate.
35 minutes final terminal delay at pro rata road rate.

Example 41: Switching at point en route where yard engine not operated - final terminal delay.

Crew reports as unit at "A" 7:00 A.M.
Arrive "B" point en route 10:30 A.M.
Switch until 11:45 A.M.
Arrive designated track "Z" 1:00 P.M.

Delayed and released from duty 2:00 P.M.
Distance "A" to "Z" 100 miles or less.

Allowance - 100 miles at pro rata rate.
1 hour final terminal delay at
pro rata rate.

Example 42: Switching at point en route
where yard engine operated but yard crew not
on duty.

Crew reports for duty at "A" 6:30 A.M.
Depart 6:45 A.M.
Arrive "B", point en route 9:00 A.M.
Switch 9:15 A.M. to 9:45 A.M. placing
perishable freight and merchandise.
Depart "B" 10:05 A.M.
Arrive designated track "Z" 2:00 P.M.
Released 2:15 P.M.
Distance "A" to "Z" 100 miles or less.

Allowance - 100 miles pro rata rate.
1 hour at rate per hour of
\$1.3175 (switching 9:15 A.M.
to 9:45 A.M. at "B").

(See Questions 20-21 and Answers thereto)

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RULE 58

Final Terminal Delay.

Question 29: Train arriving Butler is
stopped on lead entering yard and draft iron
is pulled out; train delayed 1 hour and 12
minutes. Account of this delay, another train
is held out on main line and is delayed same
length of time. What allowances would be made
to both conductors under Rule 58?

Answer: First conductor would be allowed 1 hour 12 minutes final terminal delay. Second conductor would be allowed delay time under the rules from time stop was made behind caboose of first train. This would not apply to any other following train.

Question 30: Called for Extra North at Belle Plaine to depart at 6:30 P.M., caboose passes south switch, Clear Lake Transfer, at 3:40 A.M., and conductor relieved from duty 4:40 A.M., after yarding train and engine. What allowance for final terminal delay? Conductor makes miles.

Answer: Mileage allowed to place where first stop was made after passing south switch, Clear Lake Transfer. Delay time allowed from first stop until finally relieved from duty, provided there was a delay of more than thirty (30) minutes.

Question 31: Same territory, southbound. Stopped at Belle Plaine 400 feet north of Iowa Division (East Sub-division) main line at 1:30 A.M.; held there until 2:50 A.M.; train yarded, engine put away and conductor relieved at 3:05 A.M. What allowance for final terminal delay? Conductor makes miles.

Answer: 1 hour and 35 minutes. This allowance made account of delay not properly chargeable to stop for railway crossing.

Question 32: Way car passes south switch, Clear Lake Transfer, Northern Iowa Division (Mason City District), at 4:40 A.M.; stops at C.M.St.P.& P. interlocking plant at 4:45 A.M. by reason of plant being out of order; departs at 4:53 A.M.; relieved and train and engine put away at 5:16 A.M. What allowance to be made? Conductor makes miles on trip.

Answer: If delay at C.M.St.P.& P. crossing

was caused by interlocking plant being out of order and consequent necessity for switches and derails being thrown by hand, there would be no allowance under Rule 58.

Question 33: Under Rule 58 and note under same. Is it considered a stop under rule when a train is stopped at a railway crossing by reason of another road using it switching?

Answer: Under Rule 58 and notes appended thereto, an ordinary stop for a railway crossing or stop on account of crossing being occupied by a train on opposing line using same, or on account of trains on opposing line approaching under clear signals, is not a delay under the rules named. However, if train on opposing line, while switching holds the crossing, delayed time could accrue under Rule 58.

(See Questions 20-21 and Answers thereto.)

(See Examples 31-32(a)-33)

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RULE 67

Pilot Service.

Question 34: Is the company required to send a pilot with each light engine over part or all of the territory under Rule 67?

Example: Conductor ordered to pilot engine, Rochester to Winona, for repairs. Another engine moves light Plainview to Eyota without conductor. The conductor with engine from Rochester couples to Plainview engine and takes both to Winona. After repairs are made, conductor pilots them back and upon arrival at

Eyota, Plainview engine is cut off and runs to Plainview without pilot. Conductor continues to Rochester. Is the rule violated between Plainview, Eyota and return to Plainview, and what allowances should be made?

Answer: First. Yes, rule is violated on Plainview Branch.

Conductor on Plainview Branch should be allowed, if used, a minimum of 100 miles for total service, Plainview to Eyota, and return.

Conductor - Rochester to Winona and return should be allowed a minimum of 100 miles in each direction.

Question 35: What rates and rules apply to piloting foreign line passenger trains?

Answer: Piloting foreign line passenger trains shall be paid for at through freight rate and such piloting service shall be governed by rules applicable to through freight service.

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RULE 68 (a)

Extra Boards.

Question 36: At Mason City, there is no extra board maintained. Car becomes open on time freight, conductor laying off. Train dispatcher fails to call senior available conductor, who is acting as brakeman. Is this a run-around? The same car is again open for conductor next trip out, but senior available conductor was short 15 minutes on his rest. It happened to be the same conductor. Should the train dispatcher over-run 15 minutes and

place the senior conductor on the car, and is this a run-around? Should the senior conductor be held in until he can catch this assigned run and be paid for such time waiting around?

Answer: The senior conductor available should have been called for the vacancy on time freight run, and if a junior conductor was called and used, a "run-around" was in evidence.

On trip when senior conductor was short 15 minutes of required rest, the train dispatcher could not permit him to be called, therefore, no "run-around."

Senior conductor should not have been held in until he could catch the assigned run.

Question 37: How should vacancies at outside points be filled?

Answer: Vacancies at outside points must be filled from the extra board, except in cases of emergency when it is impracticable to get an extra conductor from the division terminal to the point where the vacancy occurs, and in such exceptions, emergency conductors will be relieved as soon as a conductor can be sent to point where vacancy occurs.

Example 43: Conductors "A" and "B" on Extra Board, "A" being senior to "B". "A" obtains an assigned run (No. 1) on which he works four days; the 5th day another assigned run (No. 2) becomes vacant for a conductor.

Answer: Conductor "A" has had his rest, but on account of obtaining a regular assignment under Rule 68(a) and being required to remain thereon for 5 days, is not available for assignment No. 2. Conductor "B" obtains this run off the extra board.

Example 44: Conductors "A", "B", and "C" are on conductors' extra board at a given point, appearing on seniority roster in the same order. "A" obtains a regular assignment (No. 1 under Rule 68(a) and works as follows:

1st day --- Performs service.
2nd day --- Performs service.
3rd day --- Assignment annulled.
4th day --- Assignment annulled.
5th day --- Assignment annulled.

On the 3rd day regular assignment No. 2 becomes vacant; conductor "A"'s rest is up. On the 4th day regular assignment No. 3 becomes vacant; conductor "A" still at terminal; assignment annulled.

Answer: Conductor "B" is called for assignment No. 2; conductor "A" being required to remain on regular assignment No. 1 to which he was assigned under Rule 68(a), for five days.

Conductor "C" is called for assignment No. 3; conductor "A" being required to remain five days on assignment No. 1 to which he was assigned under Rule 68(a).

In this connection it must be understood that when conductors are demoted, they will be reduced to brakemen in the reverse order of their seniority.

(See Question 23 and Answer thereto)

* * * * *

RULE 83

Discipline and Investigation.

Question 38: Under Rule 83, would conductors
1C3

held out of service and found not guilty, receive what their car made, or 100 miles per day?

Answer: If held out of service and found not guilty, would be paid for all time lost.

Question 39: In the event, in connection with an investigation involving possibility of discipline, a conductor is called upon to report to make statements in connection with the occurrence under investigation and is not found guilty, does the third or seventh paragraph of Rule 83 apply?

Answer: Third paragraph.

RULES 83-85

Question 40: Do the provisions of last paragraph, Rule 83, or provisions of Rule 85 apply when conductors are required to report to Claim (Legal) Department for purpose of giving information?

Answer: Rule 85 applies.

RULE 85

Attending Court or Inquest.

Question 41: Under Rule 85, would regular conductors receive overtime and delay time that their crew made, or actual miles?

Answer: Conductors held off regular assignment would receive compensation earned by such assignment during time they were off.

(See Question 40 and Answer thereto.)

* * * * *

RULE 93

Seniority Rights.

Question 42: What is proper application of Rule 93?

Answer: A man who has been promoted to conductor will be required to work as conductor when there is such work for him; that is to say, a senior man will not be permitted to work as brakeman and permit a junior man to work as conductor, except by forfeiting his seniority rights as conductor to junior man.

In extraordinary or unusual cases, exceptions to this interpretation may be made by consent of the Officer in Charge of Personnel and General Committee O.R.C., provided, however, that same must be made a matter of record. Exceptions heretofore agreed to and made a matter of record shall be continued.

* * * * *

RULE 94

Reduction in Forces.

Question 43: Do the provisions of Rule 94 apply when a "set-back" conductor is used as a conductor in emergency?

Answer: When the senior "set-back" conductor on the division is called for emergency service as conductor, his assignment will be bulletined in accordance with schedule provisions and he will be permitted to exercise his seniority rights when released from service as emergency conductor.

When the conductor promoted in emergency is not the senior "set-back" conductor on the division

he will be returned to his assignment as brakeman when released from emergency service as conductor.

* * * * *

RULE 106

Hours of Service.

Question 44: When is a conductor considered available for duty under the following example:

Conductor is tied up at station "B" a point fifteen (15) miles distant from the terminal, at 8:00 A.M., after having been on duty fifteen (15) hours, thirty (30) minutes. Conductor is towed or deadheaded to the terminal, leaving tie-up point at 10:00 A.M., arriving at terminal at 11:00 A.M.

Answer: Eight (8) or ten (10) hours from time tied up at 8:00 A.M.

Question 45: Train and engine crew tied up between terminals under the law, 8:00 A.M., after having been on duty 15 hours. Engine crew requested and was allowed 10 hours' rest. Train and engine crew again ordered for duty 6:00 P.M., continued to the terminal, a distance of 50 miles; arrived and released at 2:00 A.M. What is the proper allowance for the conductor?

Answer: 8 hours pro rata rate; 2 hours overtime rate.

Note: The conductor, not having been on duty 16 hours, the minimum legal period off duty applicable would, under the provisions of Section (c), Rule 106, Conductors' Schedule, be 8 hours and the conductor would, therefore, automatically come on duty and under compensation at 4:00 P.M.

NO RULE

Question 46: What allowance is to be made when a conductor makes 44 miles on his own division and at an intermediate point goes on a foreign division and makes 40 miles more on the foreign division?

Answer: Total of one hundred (100) miles for entire service.

Question 47: Shall conductors en route be required to segregate cars in their trains?

Answer: Conductors will not be required to segregate cars in their trains en route. They should, however, pick up cars in their trains as advantageously as possible, where it can be done without additional switching.

Question 48: How will conductors be compensated when ordered by Company's officers to deadhead for purpose of attending lecture in one of the Company's instruction cars?

Answer: Conductors ordered by the Company's officers to deadhead for the purpose of attending lecture in one of the Company's instruction cars will be allowed compensation for deadheading under provisions of Rule 81.

AGREEMENT GOVERNING YARD SERVICE

CHICAGO SWITCHING DISTRICT

RATES OF
PAY

1. (a)

CLASS	Per Day	Overtime Rate Per Hour
Foremen (Conductors).. (Footboard Yard- masters)	\$10.94	\$2.0525
Foremen (Conductors)..	10.54	1.9775

PILOT
SERVICE

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

SERVICE NOT
A PART OF
REGULAR
DUTIES

1. (c) Foremen (conductors) assigned to other than their regular duties will be paid the established rate for the service performed, but, in no case, shall a foreman (conductor) so assigned be paid less than on the basis of his regular rate.

BASIC DAY

2. (a) Eight (8) hours or less shall constitute a day's work.

OVERTIME

2. (b) Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight (8) hours' continuous service in a twenty-four (24) hour period shall be paid for as overtime, on the minute basis, at one and one-half (1-1/2) times the

hourly rate. This section applies only to service paid on an hourly or daily basis and not to service paid on a mileage or road basis.

FIXED PER-
IOD FOR
ASSIGNMENT

2. (c) Foremen (conductors) 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 (8) hours' work.

DEFINITION
OF YARD
WORK -
CHICAGO
SWITCHING
DISTRICT

3. (a) The following shall be considered yard work in Chicago Switching District, and shall be in charge of foremen (conductors), who shall be compensated at yard rates:

(1) The switching of all freight and passenger equipment operating exclusively within the switching limits.

(2) Handling of all construction and maintenance of way trains operating exclusively within switching limits, except regularly assigned main line work trains.

(3) All pilot service required of foremen (conductors) operating exclusively within the switching limits.

EMERGENCY
ROAD
SERVICE

4. Where regularly assigned to perform service within switching limits, foremen (conductors) shall not be used in road service when road conductors are available, except in case of emergency. When foremen (conductors) are used in road service under conditions 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.

OPERATING SHOP YARD ENGINES -- COMPENSATION FOR

5. Employees (excluding locomotive crane operators and wrecking derrick engineers) who are assigned to and operate shop-yard engines, will be paid yard rates and operated under the yard-service rules.

This rule is without prejudice to the seniority rights of employees who are now assigned to shop-yard engines. As vacancies of engine foremen (conductors) occur or such new positions are created they shall be filled from the seniority rosters of conductors.

PAY TO STARTING POINT

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

The point where going on and off duty will be governed by local conditions. In certain localities instructions will provide that foremen (conductors) will report at the hump, others report at yard office, others at engine house or "ready track." It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

CALLED AND NOT USED

Foremen (conductors) reporting for duty after being called, and not performing service, will be paid for one day.

PAY FROM POINT OF ASSIGNMENT 6. (b) Extra foremen (conductors) will receive compensation from the point of their assignment.
- EXTRA FOREMEN (CONDUCTORS)

MEAL PERIOD 7. (a) Foremen (conductors) will be allowed twenty (20) minutes for lunch between four and one-half (4-1/2) and six (6) hours after starting work without deduction in pay.

7. (b) Foremen (conductors) will not be required to work longer than six (6) hours without being allowed twenty (20) minutes for lunch, with no deduction in pay or time therefor.

STARTING TIME 8. (a) Regularly assigned foremen (conductors) shall have a fixed starting time and the starting time will not be changed without at least forty-eight (48) hours' advance notice. Practices as to handling of transfer conductors are not affected by this section.

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

8. (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).

8. (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 six-thirty (6:30) A.M. and ten (10:00) A.M., and the second not later than ten-thirty (10:30) P.M.

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

8. (f) At points where only one foreman (conductor) is regularly employed, he can be started at any time, subject to Section (a).

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

CONSIST
OF CREWS

9. A crew shall consist of not less than one (1) foreman (conductor) and two (2) helpers.

WORKING
16 HOURS

10. Regular foremen (conductors) required to work sixteen (16) hours will resume work when their rest period is up under the law and their pay will begin at their established starting times.

ATTENDING
INVESTI-
GATION

11. (b) Foremen (conductors) called to report during layover time for the purpose of giving information in investigations where they are not at fault, shall receive compensation for all layover time consumed in such investigations; this time to include all time

waiting after arrival at the place where the investigation is to be held, until released, and to be not less than one-quarter (1/4) of a day at regular rate.

REEXAMINATION

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

CONCURRENT SENIORITY - CONDUCTORS AND YARDMEN - CHICAGO SWITCHING DISTRICT

12. (a) Conductors, Galena and Wisconsin Division, hold seniority concurrently with Yardmen in service April 22, 1920, in the selection of foremen's (conductors') work in the Chicago Switching District.

For the purpose of defining the territory governing the assignment of conductors of the Galena and Wisconsin Divisions in the Chicago Switching District, the following line of demarcation is hereby established:

(1) Galena Division: All yards in the Chicago Switching District south of the Galena Division main line between Lake Michigan and "HM" Tower (Elmhurst), and State Street, California Avenue (freight and passenger), Chicago Shops and Proviso Yards. This includes work on industry tracks assigned to conductors working out of these yards.

(2) Wisconsin Division: All yards and industry tracks in the Chicago Switching District not included in (1).

APPOINTMENT 12. (c) In the appointment of yard-
OF YARD- masters and assistant yardmasters the
MASTERS senior conductor, Galena and Wisconsin
AND Divisions, will in all cases be given
ASSISTANT full and unprejudiced consideration.
YARD- Conductors, Galena and Wisconsin Divi-
MASTERS, sions, appointed to position of yard-
CHICAGO master or assistant yardmaster in their
SWITCHING seniority district will not forfeit
DISTRICT seniority theretofore established.

CHANGING 12. (g) Foremen (conductors) desir-
SHIFTS ing to change from one shift to another
will give twenty-four (24) hours' notice
of such desire.

EXERCISING 12. (h) Foremen (conductors) will be
SENIORITY permitted to exercise their privilege to
work only once on each calendar day.

ASSIGNMENTS 12. (i) The Company shall notify
ANNULLED foremen (conductors) of the annulment
of their assignment before the comple-
tion of their day's work prior to day
annulment becomes effective.

BULLETINING 13. (c) All new, vacant, or changed
ASSIGN- assignments shall be bulletined for the
MENTS information of foremen (conductors).
Bulletins will be posted at the time
new assignments are created, vacancies
or changes occur.

PAYMENT OF 18. When the Company requires that
NOTARY official papers shall be certified by
FEES a Notary Public or other court officer,
it shall pay the fee assessed by such
officers.

CABOOSES 20. Foremen (conductors) will be fur-
FURNISHED nished cabooses in transfer service,
also on other extended runs justifying

having cabooses. Foremen (conductors) shall be permitted to switch the caboose required by this rule to the rear end of the train before commencing a transfer or other extended movement. Caboose will be equipped with stoves, tools, signal appliances, lamps and such other supplies as are required for the service. Present practice of drawing supplies to continue.

**EQUIPMENT
OF ENGINES
IN YARD
SERVICE** 21. (a) All engines assigned to switching service shall be equipped with headlights, foot boards and proper safety appliances at both ends.

An 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 (1) shift. The use of engines not so equipped shall not be prolonged by the substitution of one engine for another.

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

**CHAINING
CARS,
COUPLING
AND UN-
COUPLING
HOSE**

22. (a) Foremen (conductors) will not be required to chain up or unchain cars, couple or uncouple hose, in yards or on repair tracks where carmen are employed and on duty.

NOTE. -- Under this rule foremen (conductors) will, if necessary to avoid delay, couple air hose between engine and cars.

HANDLING
CABLES,
SIDE
BOARDS,
ETC.
OPERATING
RAIL
LOADERS,
ETC.

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

INVESTIGA-
TION,
DISCIPLINE
AND APPEAL

23. (c) Foremen (conductors) continued in the service or not censured pending an investigation of an alleged offense shall be notified, within five (5) days after the Company has information of the offense, that a charge is pending. Within five (5) days thereafter an investigation shall be held, if demanded, and a decision shall be rendered and made effective within three (3) days after the investigation.

23. (d) Foremen (conductors) taken out of service or censured for cause shall be notified by the Company of the reason therefor, and shall be given a hearing within five (5) days after being taken out of service, if demanded, and if held longer, shall be paid for all time so held at their regular rates of pay. Foremen (conductors) shall have the right to be present, and to have an employe of their choice at hearings and investigations to hear all oral and to read all written testimony, and to bring out any facts in connection with the case. They shall also have the right to bring such witnesses as they may desire to give testimony, and may appeal to a higher officer of the Company in case the decision is unsatisfactory. Such decision shall be made known in

writing within three (3) days after the hearing, or Foreman (conductor) will be paid for all time lost after expiration of the three (3) days. If, as a result of discipline administered, any exception is taken thereto by the Foreman (conductor) or Foremen (conductors) involved, a transcript of all evidence taken at investigation shall be furnished Chairman of Committee upon request, providing the Chairman presents the Company's officer with a written request, from the Foreman (conductor) disciplined, for such transcript, and a statement of the Foreman's (conductor's) reasons and contention for believing that the discipline administered is unjust. In case the discipline is found to be unjust, Foremen (conductors) shall be reinstated and paid for all time lost.

23. (e) Foremen (conductors) not at fault, required by the Company to be present at investigations as witnesses, will be paid for all time lost.

AGREEMENT EFFECTIVE JUNE 1, 1929

CAR RETARDER OPERATORS

HUMP YARD-PROVISO, ILLINOIS
CHICAGO SWITCHING DISTRICT

The following rates of pay, rules and regulations will apply to Car Retarder Operators, Hump Yard, Proviso, Illinois, Chicago Switching District:

1. Rate of pay: \$11.34 per day.
2. Eight (8) hours or less shall constitute a day's work. Except when changing off where it

is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight (8) hours' continuous service in a twenty-four hour period, shall be paid for as overtime on the minute basis at one and one-half times the hourly rate.

Any time worked in excess of eight (8) hours, where continuous shifts are worked, due to making turn-over or waiting for relief, will not be considered overtime.

3. Conductors in yard service, Chicago Switching District, will have seniority to positions of Car Retarder Operators concurrent with yardmen in service April 22, 1920.

In filling positions ability and seniority will be considered. The Railway Company will be the sole judge as to the competency of the applicant for the filling of the position.

Conductors in yard service, Chicago Switching District, desiring to be considered in line for promotion to Car Retarder Operators must learn the work on their own time.

There shall be no preference of seniority exercised as to car retarder stations on any one shift.

Conductors promoted to positions of Car Retarder Operators will retain seniority as conductors.

4. Car Retarder Operators will, when requested, perform any of the work of a yardman, brakeman or conductor during the day's work.

5. Where a conductor performs Car Retarder Operator's work and other yard work the same day, it will be considered "combination service" and the higher rate of pay will apply for the entire day's work.

When Car Retarder Operators are not on duty, conductors will, when required, throw the switches and when this is necessary it is understood this is not Car Retarder Operator's work and will not be termed "combination service" as referred to in the preceding paragraph.

6. Car Retarder Operators may be required to work one or more humps, either as Car Retarder Operators or foremen (conductors) or both. They will help with any engine connected with the hump work whenever required to do so.

7. Car Retarder Operators will arrange their lunch period so as not to interfere with the operation of the hump.

If it should become necessary to throw any switches during the lunch period, the Car Retarder Operators will be prepared to do so.

9. Car Retarder Operators will make minor repairs as their time permits.

GENERAL

ACCREDITED COMMITTEE Regular accredited committee of the Order of Railway Conductors shall be recognized in the adjustment of differences which may arise under this agreement.

The exclusive right of the General Committee of the Order of Railway Conductors to represent employes coming within the scope of this agreement is

conceded in the making of contracts, rules, rates and working conditions and interpretations thereon.

The right of any conductor to have the regularly constituted committee of his organization represent him in the handling of his grievances under the recognized interpretation placed upon the schedule involved by the signatories thereto, is conceded, provided the regularly constituted committee first secures such interpretation in writing.

RULINGS
AND
DECISIONS

Any ruling pertaining to any portion of this schedule, regarding which a dispute has arisen or may arise, will be submitted to the representatives of the Order of Railway Conductors for approval or rejection. If necessary a conference will be held and an agreement mutually satisfactory must be reached before said ruling is placed in the hands of Superintendents for enforcement.


When a decision is made by a general officer on a specific case to a division officer and the same is not acceptable to the conductors affected on that division, and so indicated through the Local Chairman, it will be held in abeyance until the General Committee or its representatives meet the general officers and the decision is affirmed, changed or countermanded.

General and local agreements; Supplement No. 25 to General Order No. 27 and Interpretations 1 and 2 thereon; Interpretations and decisions on rules in effect November 30, 1946, and not


in conflict with rules and agreements herein contained, shall be continued in effect during the life of this schedule.

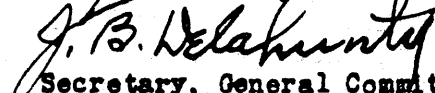
AGREEMENTS, The foregoing constitutes in its entirety an agreement between the CHANGES IN Chicago and North Western Railway Company and the Order of Railway Conductors, and no portion thereof shall be changed or abrogated without the approval of the Director of Personnel and the General Chairman of the Order of Railway Conductors until thirty (30) days' notice in writing shall have been served by the party desiring the change on the other party thereto.

FOR THE RAILWAY COMPANY:


Director of Personnel

FOR THE EMPLOYEES:


General Chairman
Order of Railway Conductors


Secretary, General Committee
Order of Railway Conductors

SPECIAL AGREEMENTS

CONDUCTORS OPERATING REGULAR
ASSIGNMENTS

Conductors assigned to regular runs will be permitted to work on such runs even though they are operated in advance of or subsequent to the regular schedule. When operated in advance of or subsequent to regular schedule, mileage allowed will not be considered as extra mileage under Rule 43.

* * * *

COUNCIL BLUFFS-OMAHA TERMINAL MOVEMENTS
APPLICABLE TO IOWA AND SIOUX CITY
DIVISION CONDUCTORS

Effective April 16, 1923

Effective April 16, 1923, freight conductors going through from Council Bluffs to South Omaha or North Omaha, or vice versa, via Union Pacific or Illinois Central, will be paid extra at the rate of fifteen (15) miles per hour for such service. The terminal for the trains so run through to be considered as Council Bluffs Freight Yard, Council Bluffs for Iowa and Sioux City Divisions.

Terminal time will start when the train passes east switch at Council Bluffs Freight Yard west-bound and will terminate when train passes east switch at Council Bluffs Freight Yard east-bound.

It is understood that trains Nos. 121, 122, 341 and 320 will handle line haul cars between Council Bluffs and North Omaha but will not handle cars moving as switch business.

* * * *

The following letter of May 31, 1930, issued by the President, and succeeding provisions of agreements executed April 21, 1920, November 16, 1922, November 1, 1927 and June 1, 1929, set forth

and establish the seniority, wages and working conditions of employes represented hereunder:

"CHICAGO AND NORTH WESTERN RAILWAY COMPANY
Office of President

Chicago, May 31, 1930.

"Fred W. Sargent, President,

"To all Conductors, Trainmen and Yardmen,
Galena and Wisconsin Divisions:

"It has come to my attention that a good deal of discussion has taken place and some uncertainty exists concerning the policy of the company with reference to maintaining the Chicago terminals as parts of the Galena and Wisconsin Divisions.

"For the purpose of removing any unrest in this respect and to also avoid future controversies on the subject, I beg to state that it is not the purpose or policy of the company to close the Chicago terminals, and further that the company will respect and protect all the rights of the conductors, trainmen and yardmen under the existing contracts as they have been construed and applied since the date of their execution down to the present time.

FRED W. SARGENT
President."

Effective as of six (6) o'clock P.M., April twenty-first, 1920, the following rules will govern the handling of work within the Chicago Switching District, and the Memorandum of Agreement between the Brotherhood of Railroad Trainmen and General Managers' Committee, signed at Chicago, Illinois, December twentieth, 1919, governing rates of pay, rules and regulations for yardmen and switch tenders is turned over intact to roadmen represented by the Order of Railway Conductors and Brotherhood

of Railroad Trainmen insofar as it applies to yard work as described in Section five (5):

First: For the purpose of defining the territory governing the assignment of the employes of the Galena and Wisconsin Divisions in the Chicago Terminal District, the following line of demarcation is hereby established:

(a) Galena Division: All yards in the Chicago Terminal District south of the Galena Division main line between Lake Michigan and "HM" Tower (Elmhurst), and State Street, California Avenue (freight and passenger), Chicago Shops and Proviso Yards. This includes work on industry tracks assigned to crews operating out of these yards.

(b) Wisconsin Division: All yards and industry tracks in the Chicago Terminal Switching District not included in (a).

(c) It is understood and agreed that all regularly assigned work trains, special deliveries and transfers starting from points in Wisconsin Division territory will be manned by Wisconsin Division roadmen, and regularly assigned work trains, special deliveries, and transfers starting from points in Galena Division territory will be manned by Galena Division roadmen.

Second: Back-up service between the Chicago Passenger Terminal and the various coach yards, Galena Division, to be manned and operated by Galena Division passenger trainmen under rates and rules heretofore applicable to such service and described in Memorandum of Agreement signed at Chicago, Illinois, December twentieth, 1919. This agreement will not operate to cancel Rule 2(d), current Conductors' and Trainmen's Schedule. It is further agreed that all former yardmen assigned to back-up service who are now in service, or who have been excused by proper authority, or who

report for service before seven A.M., April twenty-second, 1920, will be retained in the service, if they so desire, and will outrank passenger men who are assigned to such back-up service.

Third: It is further agreed that the seniority rights of road conductors and trainmen, will, in addition to road service, be operative in the following classes of service, and such classes shall be considered as road work. Road rates and conditions will apply according to classification indicated:

- (a) Junction Locals (Wisconsin Division) Way Freight.
- (b) Union Stock Yards service heretofore performed by roadmen Through Freight.
- (c) Regularly assigned transfers. Way Freight.
- (d) Regularly assigned special deliveries Way Freight.
- (e) Regularly assigned shop trains Passenger.
- (f) Regularly assigned milk trains Way Freight.
- (g) Regularly assigned main line work trains Work Train.

Crews in transfer service will be required to perform switching service as heretofore required of yardmen in such transfer service.

In selecting or holding positions other than those named above in the Chicago Terminal District, formerly held by yard foremen or helpers, road conductors and trainmen will hold seniority jointly with employes whose seniority is restricted to yard service.

Fourth: Yard employes in the Chicago Terminal District who are in service at this time, or may have been excused from service by proper authority.

or who report for service before seven A.M., April twenty-second, 1920, will retain their seniority concurrently with roadmen for positions, other than those mentioned in Sections 2 and 3. The men employed in train and yard service after seven A.M., April twenty-second, 1920, will be employed as brakemen and placed on the seniority roster as roadmen.

Fifth: Yard work shall consist of work heretofore assigned to yardmen in the Chicago Terminal District, except back-up and road service referred to in Sections 2 and 3, respectively.

Sixth: Seniority lists of men holding yard rights only will be prepared and added to the seniority lists of roadmen of the Wisconsin and Galena Divisions respectively, showing date of entering service and such seniority will be enjoyed concurrently on yard positions as described in Section 5. The present limits of the Chicago Switching District to remain effective under existing agreements and understandings.

The rules herein agreed upon shall remain in effect until revised or abrogated of which intention thirty days' notice shall be given by the party desiring change.

ORDER OF RAILWAY
CONDUCTORS:

ED. JORDAN,
General Chairman.
T. JACKSON,
Chairman,
Division 113.
H. GREENWAY,
Chairman,
Division 293.

BROTHERHOOD OF RAILROAD
TRAINMEN:

AUGUST W. ICKS,
General Chairman.
JAMES R. CHANDLER,
Chairman,
Lodge 364
R. A. MACKAY,
Chairman,
Lodge 310.
R. B. POWERS,
Chairman, Lodge 375.

W. S. COURCHESNE,
Chairman, Lodge 931.
T. F. FLAHERTY,
Pass. Chairman,
Lodge 424.
M. L. CARPENTER,
Frt. Chairman,
Lodge 424.
J. A. WALTON,
General Secretary.

Approved:
S. N. BERRY,
Senior Vice-President.

Approved:
A. F. WHITNEY,
Vice-President.
J. A. FARQUHARSON,
Vice-President.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY:

Approved:
WM. WALLISEE,
Assistant General Mgr.

Approved:
F. WALTERS,
General Manager.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO
AND NORTH WESTERN RAILWAY COMPANY AND
REPRESENTATIVES OF THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS, BROTHERHOOD OF
LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER
OF RAILWAY CONDUCTORS, BROTHERHOOD OF
RAILROAD TRAINMEN, THE ORDER OF RAILROAD
TELEGRAPHERS, AND THE AMERICAN TRAIN
DISPATCHERS' ASSOCIATION, IN RESPECT TO
TRAIN AND ENGINE SERVICE EMPLOYEES HANDLING
TRAIN ORDERS OR OTHER TELEPHONE INFORMATION
INCIDENT TO TRAIN MOVEMENT.

It is hereby agreed that train and engine service employes will not be required or permitted to call on telephone or copy train orders taken over telephone for the purpose of advancing the movement of their train or other trains, except in case of emergencies:

Emergencies as referred to herein are:

- (1) Storms, fogs, washouts, high water;
- (2) Wrecks, slides, snow blockades;
- (3) Accidents;
- (4) Failure of fixed signals or train control;
- (5) Hot boxes, engine and equipment failure, and break-in-two's;

all of which were not foreseen prior to train passing or leaving last open communicating station and which would result in serious delay to trains.

- (6) Danger to life or property requiring immediate attention.

Note: It is understood that the following will not be in conflict with this agreement:

(a) At points where there is no telegrapher employed, or where one is employed but not on duty or immediately available, a telephone conversation about work performed or to be performed, about obtaining permission to cross over or about the probable arriving time of other trains, and

(b) At junction points or points where spur tracks join main tracks where telegraphers are not now employed, telephone check on overdue trains.

The following questions and answers will govern in the application of this agreement:

1. If train or engine service man, using switch where light is imperfectly displayed or absent, reported same to train dispatcher, would this be considered a violation of the agreement?

Answer - No, as this would be a signal failure.

2. If conductor reported the arrival of his train in accordance with provisions of Rule 244 (at closed station where train to be met or passed has not arrived or is not in sight), would this be considered a violation?

Answer - No, but train orders could not be issued unless an emergency existed.

3. Is it intended the agreement would prohibit compliance with Rule 403-amended, Rule 404-amended, Rule 405, and Rule 406-amended (governing movements in centralized control districts) in the territory Chadron to Dakota Junction (approximately 5.1 miles) and Green Bay and Duck Creek (approximately 4.2 miles)?

Answer - No.

4. Would compliance with provisions of Rules 509 and 509(c) (when stopped by stop signal must stay until authorized to proceed, etc..) be considered a violation of the agreement?

Answer - No, but instructions to proceed would not be given unless an emergency existed.

Note: Rules in questions 2, 3 and 4 are rules of the operating department, in effect as of May 1, 1939.

This agreement shall become effective May 1, 1939 and remain in effect until changed in accordance with provisions of Section 6 of the Railway Labor Act as amended June 21, 1934.

FOR THE RAILWAY COMPANY:

/s/ M. E. Pangle
Assistant to President

FOR THE EMPLOYES:

/s/ J. McGuire
Gen. Chairman, B.of L.E.

/s/ J. L. Witherspoon
Gen. Chairman, B.of L.F.& E.

/s/ E. Jordan
General Chairman, O. of R.C.

/s/ F. J. Kane
Chairman, Gen. Com. B.of R.T.

/s/ R. B. Boyington
General Chairman, O. of R.T.

/s/ W. H. MacLennan
General Chairman, A.T.D.A.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO
AND NORTH WESTERN RAILWAY COMPANY AND
ORDER OF RAILWAY CONDUCTORS COVERING
ALLOWANCE TO CONDUCTORS IN UNASSIGNED
SHORT TURNAROUND PASSENGER SERVICE
HANDLING TROOP TRAINS, ETC. WHEN MAKING
SPECIAL DELIVERY OF PASSENGER TRAINS OR
PASSENGER EQUIPMENT TO FOREIGN LINES IN
THE CHICAGO TERMINAL DISTRICT.

On account of the unusual requirements in the handling of troop trains, etc., in unassigned short turnaround passenger service and making delivery of such trains to foreign lines in the Chicago Terminal District, it is agreed that, effective October 1, 1942, conductors performing such service will be compensated under provisions of rules applicable from time called to report for duty until time of departure from C&NW main line in making foreign line delivery, with a minimum allowance of 150 miles if compensated at passenger rates, and 100 miles if compensated at freight rates, and will be additionally compensated on minute basis at one-eighth of the daily rate per hour for making such foreign line delivery, computed from time train leaves C&NW main line until conductor is finally released on return trip on C&NW tracks.

FOR THE EMPLOYEES:

/s/ E. Jordan
General Chairman,
Order of Railway
Conductors

Chicago, Illinois

April 6, 1943

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY,
Charles M. Thomson, Trustee

/s/ G. F. Stephens
Director of Personnel

MEMORANDUM OF AGREEMENT BETWEEN THE
C. & N.W. RAILWAY COMPANY AND THE ORDER
OF RAILWAY CONDUCTORS, IN RESPECT TO
ESTABLISHMENT OF MAXIMUM MILEAGES AND/OR
TIME OF CONDUCTORS IN CONFORMITY WITH
SUGGESTIONS CONTAINED IN LETTER OF
SEPTEMBER 2, 1933 FROM FEDERAL CO-ORDINATOR
OF TRANSPORTATION TO RAILROAD PRESIDENTS
AND RAILROAD LABOR EXECUTIVES.

In conformity with suggestions contained in letter of September 2, 1933, from Federal Co-ordinator of Transportation to Railroad Presidents and Railroad Labor Executives, in respect to establishment of maximum monthly mileages and/or time, it is hereby mutually agreed that, effective November 1, 1933, the following maximum miles and/or time or equivalents thereof will be established for conductors:

- (a) Passenger service 5,500 miles
- Freight service, including
all service compensated at
road freight rates. 3,500 miles
- Yard service, yard conduc-
tors (foremen) - Chicago
Switching District. 224 hours
- Car Retarder service -
Chicago Switching
District 224 hours

The maximum monthly mileage for conductors working as such in more than one class of service in a checking period will be determined on basis of the preponderant service performed - i.e., if the preponderant service is road work (passenger and freight), the maximum will be 3500 freight miles or the equivalent thereof. If the preponderant service is yard and car retarder work, the maximum will be 224 hours or the equivalent thereof. Miles and/or time made in passenger, yard or

car retarder service will be prorated on basis of 1.5 miles in passenger service equalling one mile in freight service; one hour in yard or car retarder service equalling $12\frac{1}{2}$ miles in freight service.

The term "equivalent thereof" as used herein contemplates that payments for overtime, arbitraries, special allowances, etc., will be converted to the equivalent in miles in road passenger and freight service, and time in yard and car retarder service, on basis of one hour at pro rata rate equalling $18\frac{3}{4}$ miles in passenger service and $12\frac{1}{2}$ miles in freight service; one hour at punitive rate equalling $18\frac{3}{4}$ miles in road freight service and one hour and thirty minutes in yard and car retarder service.

(b) Mileage and/or time limitations as specified in Paragraph (a) shall be accomplished by conductors laying off after the mileage and/or hourly maximums or equivalents thereof have been reached.

For the purpose of determining when maximum miles and/or time are reached, and in order to spread opportunity for employment of extra men, three monthly checking periods may be established, to wit -

- One commencing the first of the month.
- One commencing the tenth of the month.
- One commencing the twentieth of the month.

(c) Conductors in road service will be relieved at points where relief is now ordinarily furnished.

(d) Compensation will not be allowed for deadheading in connection with application of this agreement.

(e) A Conductor who is at his point of relief,

as designated by Division Officer, at a time when one more round trip would exceed the established monthly mileage maximums or equivalent thereof, but who has not earned the maximum, will be permitted to make one more round trip, in which case the excess mileage over the maximum will be applied against his mileage and/or time maximum in the following month or checking period. The same principle applies where a conductor is permitted, for any cause, to earn in excess of the maximums specified in a given period, i.e., such excess will be applied against mileage maximum in the succeeding month or checking period.

(f) To carry out the provisions of this agreement, conductors will register their total miles and time or equivalents thereof, reduced to miles, at the end of each day or trip, at points designated by Division Officers and, failing to do so, will not be permitted to perform service until such information has been properly entered.

(g) It is understood that the maximums specified do not constitute a guarantee and where, under present rules or practices, conductors do not make the maximums provided herein, nothing in this agreement requires that they be permitted to do so.

(h) It is further understood that the provisions of this agreement shall not operate nor be construed in any manner to subject the Railway Company to any additional expense, nor to penalize the Railway Company in its application.

It is further agreed that, under provisions of Rule 12 (g), agreement governing yard service, Chicago Switching District, foremen (conductors) will not be permitted to change temporarily from daily except Sunday to daily assignments for the purpose of performing work on Sundays or holidays.

The provisions of this agreement do not affect rules contained in agreement between the Railway Company and the Order of Railway Conductors, effective June 5, 1931, except those which may be contrary hereto, and then only during the period this agreement is in effect.

This agreement will remain in effect until either party signatory hereto shall give the other party ten (10) days written notice of desire to terminate same, after which the full provisions of agreement effective June 5, 1931, will apply, except as otherwise changed or modified by mutual agreement.

FOR THE EMPLOYEES:

FOR THE RAILWAY COMPANY:

/s/ E. Jordan
General Chairman, O.R.C.

/s/ Wm. Walliser
Vice-President.

/s/ W. H. Ormond
General Secretary, O.R.C.

Chicago, Illinois.
November 1, 1933.

MEMORANDUM AGREEMENT BETWEEN C&NW RY. CO.
AND ORC AND BRT IN RESPECT TO HANDLING
MDSE. SHIPMENTS IN CL LOTS IN PASSENGER
TRAINS BETWEEN TRACY, MINN., AND HURON,
S.D., DAKOTA DIVISION.

It is hereby agreed between the C&NW Ry. Co. and ORC and BRT that, effective April 1, 1938, the Ry. Co. may handle in passenger trains 23-411 between Hawarden, Ia. and Huron, S.D., exclusive mdse. shipments intact in CL lots between terminals of runs, and compensate passenger conductors and passenger trainmen on such trains at through-freight rate for the entire trip under passenger rules, provided there are not to exceed three such cars handled in any one passenger train, as follows:

Hawarden to Huron	- Minimum of 150 mi. at thru-frt.rate.
Tracy to Huron	- Minimum of 150 mi. at thru-frt.rate.
Huron to Pierre	- Minimum of 150 mi. at thru-frt.rate.
Pierre to Rapid City	- Actual miles at thru- frt. rate.

it being understood that the differential between compensation at passenger rate and compensation at through-freight rate will not be used in computing monthly passenger guarantees; it being further understood that a degree of regularity will be maintained, so far as specifying days on which the above freight rate of compensation will apply on such days regardless of whether freight shipments are actually handled. If such freight is handled on subsequent days, the thru-freight rate will also apply on such days.

This agreement shall not be changed or abrogated until thirty days' notice in writing shall have been served by the party thereto, or by mutual

agreement between the railway company and the Order
of Railway Conductors and Brotherhood of Railroad
Trainmen.

FOR THE EMPLOYEES:

/s/ E. Jordan,
Gen.Chairman ORC

/s/ W. H. Ormond,
Secy.Gen.Com.ORC

/s/ F. J. Kane,
Chrnm, Gen.Com.BRT

/s/ O. G. Jones
Secy. Gen.Com.BRT

FOR THE RAILWAY
COMPANY:

/s/ M. E. Pangle,
Asst. to President

Chicago, April 15, 1938

MEMORANDUM AGREEMENT BETWEEN C&NW RY. CO.
AND ORC AND BRT, IN RESPECT TO HANDLING
MDSE. SHIPMENTS IN CL LOTS IN PASSENGER
TRAINS 15-615 BETWEEN OMAHA AND CASPER,
AND IN PASSENGER TRAIN 15 BETWEEN CHADRON
AND RAPID CITY.

It is hereby agreed between the C&NW Ry. Co.
and ORC and BRT that, effective April 1, 1938, the
railway company may handle in passenger trains 15-
615 between Omaha and Casper, and in passenger
train 15 between Chadron and Rapid City, exclusive
merchandise shipments intact in carload lots be-
tween terminals of runs, and compensate passenger
conductors and passenger trainmen on such trains
on basis of through-freight rate for the entire
trip under passenger rules, provided there are
not to exceed three such cars handled in any one
passenger train, as follows:

- | | |
|-----------------------|---|
| Omaha to Long Pine | - Actual mileage at
thru-frt. rate. |
| Long Pine to Chadron | - Actual mileage at
thru-frt. rate. |
| Chadron to Casper | - Actual mileage at
thru-frt. rate. |
| Chadron to Rapid City | - Actual trip miles
for turn-around trip
at thru-frt. rate. |

it being understood that the differential between
compensation at passenger rate and compensation at
through-freight rate will not be used in computing
monthly passenger guarantees; it being further
understood that a degree of regularity will be
maintained, so far as specifying days on which the
above mentioned freight shipments will be handled,
and the thru-freight rate of compensation will

apply on such days regardless of whether freight shipments are actually handled. If such freight is handled on subsequent days, the thru-freight rate will also apply on such days.

This agreement shall not be changed or abrogated until 30 days' notice in writing shall have been served by the party desiring the change on the other party thereto, or by mutual agreement between the railway company and the ORC and BRT.

FOR THE EMPLOYES:

/s/ E. Jordan
Gen. Chrmn., ORC

/s/ W. H. Ormond
Secy., Gen. Comm. ORC

/s/ F. J. Kane
Chrmn., Gen. Comm. BRT

/s/ O. G. Jones
Secy., Gen. Com. BRT

FOR THE RAILWAY
COMPANY:

/s/ M. E. Pangle
Asst. to President

Chicago, April 15, 1938

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO
AND NORTH WESTERN RAILWAY COMPANY -
MINNEAPOLIS, ST. PAUL & SAULT STE. MARIE
RAILWAY COMPANY AND THE BROTHERHOOD OF
LOCOMOTIVE ENGINEERS, BROTHERHOOD OF
LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER
OF RAILWAY CONDUCTORS, BROTHERHOOD OF
RAILROAD TRAINMEN, PROVIDING FOR A DIVISION
OF WORK PERFORMED HANDLING IRON ORE AND
OTHER SERVICE INCIDENTAL THERETO ON THE
GOGEBIC RANGE.

The Chicago and North Western Railway Company
will hereinafter be referred to as "North Western"
and the (Wisconsin Central Railway Co.)- Minneapolis,
St. Paul & Sault Ste. Marie Railway Company as
"Soo Line".

RANGE LIMITS DEFINED

The Gogebic Iron Range as herein described is
located between the west line of range 2 east, Iron
County, Wisconsin, and the north and south section
line located one mile west of the west line of
range 44 west, Gogebic County, Michigan, and em-
braces all the North Western and Soo Line trackage
within the confines thereof. North Western and
Soo Line engine, train, and yard service employes
will be engaged to render all engine, train and
yard service necessary in the handling of the iron
ore and other service incidental thereto within
these range limits.

SERVICE CLASSIFIED

Iron ore service will be divided into four
classes, namely:

Main line road work;
Range main line pool work;
Range switching;
Switching at the docks at Ashland.

MAIN LINE ROAD WORK DEFINED

Main line road work will consist of handling iron ore trains between Ashland and Orva (or Hurley if Orva is abandoned), and vice versa on North Western, and between Ashland and Hoyt, and vice versa, on Soo Line. The road haul will be divided on a tonnage basis; 69% will be assigned to North Western, and 31% to Soo Line engine and train service employes. It is understood that North Western main line road crews may be operated in the range limits to the present recognized assembling yard at Siemens, the time consumed within the range limits to be accounted for on an engine hour basis as range main line pool service, 69% North Western, 31% Soo Line. The automatic release provision will apply to North Western train crews at Ashland.

NOTE: Road freight crews, other than those engaged in this service will not handle iron ore equipment on the range during open ore season except that they may fill out at Hoyt on the Soo Line, and Orva, Hurley, or Ironwood on the North Western. Road freight crews may handle iron ore equipment to and from main line assembling points during the closed ore shipping season.

A maximum of fifteen cars of ore, or fifteen empty ore cars may be handled between Bessemer and Hoyt by Soo Line crew regularly assigned to mixed trains Nos. 351-352.

RANGE MAIN LINE POOL WORK DEFINED

Range main line pool work will consist of handling empty and loaded ore cars and other cars incidental to ore service between the main line assembling yards, and the concentration or fillout yards at Hoyt on the Soo Line, and Orva on the North Western. The time of crews engaged in this service will be pro rated on an engine-hour basis, 69% of which will be allocated to North Western

crews and 31% to Soo Line crews. This service will be operated by road crews who will run on first-in first-out basis as applied to initial trip and will be compensated at the local or way-freight rate of pay.

RANGE SWITCHING DEFINED

Range switching will consist of the switching on the range incidental to the ore service inclusive of handling cars from the point of set-out by the road crews to the mines, spotting at the mines, and handling cars from point loaded to point of pick-up by road crews. The time of the crews engaged in this service will be pro rated on an engine-hour basis, 69% of which will be allocated to the North Western crews and 31% to Soo Line crews. Crew shall consist of not less than an engineer, fireman, foreman and two helpers.

Pro rating of assignments and preferences thereto will be subject to negotiations by the representatives of the organizations having jurisdiction. Any unbalanced distribution of work will be adjusted when there is an accumulation of thirty-two hours in favor of the employes of either road.

COMBINATION OF MINE RUNS AND COMMERCIAL SWITCHING

Engineers and firemen who perform a combination of mine run and commercial switching will be compensated at the local or way-freight rate of pay. This will not permit North Western crews to perform Soo Line commercial switching or vice versa, except as otherwise agreed to.

TIE UP AT IRONWOOD

All assignments performing range switching and/or crews operating range main line pool work between Wakefield, Hoyt, Orva, Belt Line Junction,

or other intermediate points, will tie up at Ironwood.

ASHLAND DOCK WORK

At Ashland the employes of each railroad will continue to perform all the service of their respective lines until dock work is pooled. Apportioning of work subsequent to the pooling of work at Ashland will be subject to negotiation by the parties signatory hereto.

SENIORITY

North Western employes will exercise their seniority in respect to work set out herein concurrently with the seniority they hold on the North Western, subject to provisions of their respective schedules and agreements. Soo Line employes will exercise their seniority in respect to the work set out herein concurrently with the seniority they hold on the Soo Line subject to the provisions of their respective schedules and agreements.

The joint superintendent or such other officer shall keep a record of the iron ore tonnage shipped over the respective railways, apportioning to each railroad its proper share. He shall also furnish to each of the organizations, parties to this agreement, copy of this record each week. A record will be kept of engine hours worked by range main line pool crews and range switching crews. Copies of such records shall be furnished each week to each representative of the organizations parties to this agreement.

It is agreed the foregoing constitutes a special agreement between the parties signatory hereto, effective September 1, 1936, dealing with particular classes of service within defined limits, and does not in any manner affect or modify

schedule rules or agreements, except as specifically provided for herein.

No portion of this agreement will be abrogated prior to December 1, 1937, and not then until thirty days' notice in writing shall be served by the party desiring the change on all parties signatory hereto.

(Signed) M. E. Pangle
Asst. to President - C&NW Ry.

(Signed) J. McGuire
Gen. Chairman, B.L.E., C&NW Ry.

(Signed) J. L. Witherspoon
Gen. Chairman, B.L.F. & E., C&NW Ry.

(Signed) E. Jordan
Gen. Chairman, O.R.C., C&NW Ry.

(Signed) E. O. Dugan
Gen. Chairman, B.R.T., C&NW Ry.

(Signed) W. H. Corbett
Asst. to V.P. & G.M., MSTP&SSM Ry.

(Signed) D. J. Costello
Gen. Chairman, B.L.E., MSTP&SSM Ry.

(Signed) Brook Jones
Gen. Chairman, BLF&E, MSTP&SSM Ry.

(Signed) J. P. Barton
Gen. Chairman, O.R.C., MSTP&SSM Ry.

(Signed) W. M. Dolan
Gen. Chairman, B.R.T., MSTP&SSM Ry.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO
AND NORTH WESTERN RAILWAY COMPANY AND
BROTHERHOOD OF LOCOMOTIVE ENGINEERS, AND
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND
ENGINEERS, ORDER OF RAILWAY CONDUCTORS,
AND BROTHERHOOD OF RAILROAD TRAINMEN,
SUPPLEMENTING PROVISIONS OF JOINT AGREEMENT
EFFECTIVE SEPTEMBER 1, 1936, AS APPLIED
TO MEN ENGAGED IN MAIN LINE ROAD WORK,
GOGEBIC RANGE, ASHLAND DIVISION.

It is hereby agreed that effective April 1, 1942, the provisions of that part of the so-called Gogebic Range Agreement, effective September 1, 1936, applicable to Main Line Road Work, is supplemented to provide:

"Engineers, firemen, conductors, and trainmen assigned to 'Main Line Road Work' (commonly known as the Ashland pool), will with the exception of Antigo time freight and local way-freight runs, operate all trains handling freight traffic between Ashland and Siemens.

"Engineers, firemen, conductors, and trainmen engaged in 'Main Line Road Work' (Ashland pool) will be compensated at the way-freight rate and will, when required, operate east of Hurley via Rhinelander on continuous time basis. Time of engineers, firemen, conductors, and trainmen engaged in this service will, when required to operate east of Siemens, on Watersmeet line, be divided at that point. When service to be performed is east of Hurley via Rhinelander or Siemens call will so specify.

"Antigo-Ashland time freight train, now designated as #281, will not fill out on cars loaded with iron ore at Ironwood, Hurley or Orva.

"Ashland-Antigo time freight train now

designated as #282 will not be required to handle empty ore cars."

The provisions of the above agreement will be effective each year from April 1 to December 1.

FOR THE EMPLOYES

/s/ J. M. Molitor
Local Chmn., B of LE

/s/ D. A. McPhail
Local Chmn., BLF&E

/s/ W. H. Russell
Local Chmn., ORC

/s/ F. J. Kane
Local Chmn., B of RT

/s/ R. Reedy
Local Chmn., B of RT

APPROVED:

/s/ J. McGuire
Gen. Chmn., B of LE

/s/ R. C. Willott
Gen. Chmn., B of LF&E

/s/ E. Jordan
Gen. Chmn., ORC

/s/ O. G. Jones
Gen. Chmn., B of RT

FOR THE RAILWAY CO.

/s/ D. B. McIntyre
Division Supt.

APPROVED:

/s/ G. F. Stephens
Dir. of Personnel

Chicago, Illinois
March 23, 1942

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY - CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN, PROVIDING FOR A DIVISION OF WORK PERFORMED HANDLING IRON ORE AND OTHER SERVICE INCIDENTAL THERETO ON THE MENOMINEE RANGE, ALSO PRO RATING THE HANDLING OF NON-POOLED TRAFFIC WEST OF IRON MOUNTAIN AND CHANNING.

The Chicago and North Western Railway Company will hereinafter be referred to as "Northwestern", and the Chicago, Milwaukee, St. Paul and Pacific Railroad Company as "Milwaukee".

(1) RANGE LIMITS DEFINED

The Menominee Iron Range as herein described comprises the territory along the Northwestern from Loretto and Vulcan on the east to Crystal Falls, Iron River, and Amasa on the west, and along the Milwaukee from Amasa on the north to Iron Mountain on the south and to Iron River on the west, and embraces all the Northwestern-Milwaukee trackage within the confines thereof. Any traffic occasioned by the expansion of the above described territory will be subject to negotiation.

(2) NORTHWESTERN-MILWAUKEE EMPLOYES PERFORM ALL SERVICE

Northwestern and Milwaukee engine, train, and yard service employes will be engaged to render all engine, train, and yard service in handling the iron ore and other service incidental thereto, within these range limits.

(3) SERVICE CLASSIFIED

Service will be divided into four classes, namely:

Main line road work,
Range main line work,
Range switching,
Switching - docks at Escanaba.

(4) CREW CONSIST

In the service described in item (3), crew shall consist of not less than engineer, fireman, conductor, and two brakemen in main line road work and range main line work. In range switching and switching at Escanaba, crew shall consist of not less than engineer, fireman, foreman and two helpers.

(5) MAIN LINE ROAD WORK

Main line road work will consist of handling trains in iron ore service between the following points:

Escanaba and Iron River-Stambaugh, or vice versa.
Escanaba and Crystal Falls, or vice versa.
Escanaba to an intermediate point and return to Escanaba.

including setting out cars from their train, or picking up cars to go forward in their train at intermediate points. The road work will be pro rated on a train mile basis. Northwestern employees will be allocated 66% and Milwaukee employees 34%. Crews in this service will receive through-freight rate, unless otherwise provided.

(6) RANGE MAIN LINE WORK

Range main line work will consist of handling empty and loaded ore cars and other cars incidental to ore service between assembling yards on the range and Iron Mountain - Antoine. The time of employes engaged in this service will be pro rated on an engine hour basis, 66% to Northwestern employes, and 34% to Milwaukee employes. This service will be operated by road men, who will be compensated at the local or way-freight rate.

NOTE: Road employes operating in main line road service in either direction between Escanaba and Iron River - Stambaugh, or Crystal Falls, via Iron Mountain - Antoine will be excluded from this classification.

(7) RANGE SWITCHING

Range switching will consist of the switching on the range incidental to the ore service, inclusive of handling cars from the point of set-out by road crews to the mines, spotting at the mines, and handling cars from point loaded to point of pick-up by road crews. The time of employes engaged in this service will be pro rated on an engine hour basis, 80% of which will be allocated to the Northwestern, and 20% to the Milwaukee.

NOTE: Pro rating of assignments and preferences thereto will be subject to negotiations by the representatives of the organizations having jurisdiction.

NOTE: Milwaukee employes, except firemen, will work out their percentage of range switching in the Crystal Falls-Amasa and Iron River Districts. Milwaukee Firemen will work out their percentage of range switching on the respective districts on the range.

(8) COMBINATION OF RANGE AND COMMERCIAL SWITCHING

Engineers and firemen who perform a combination of range and commercial switching will be compensated at the local or way-freight rate of pay. This will not permit Northwestern crews to perform Milwaukee commercial switching, or vice versa, where yard crews performing commercial work are employed.

(9) SWITCHING DOCKS - ESCANABA

Allocation of this work will become part of this agreement when disposed of by future negotiation.

(10) ADJUSTING UNBALANCED DISTRIBUTION OF WORK

Any unbalanced distribution of work will be adjusted when there is an accumulation of thirty-two hours in service divided on an engine hour basis, or a balance of four hundred miles in service divided on a train mile basis.

(11) TERMINALS

Escanaba will be the home terminal for all crews performing road work. Escanaba, Iron River-Stambaugh, and Crystal Falls will be designated as terminals. Crews performing range main line work may be tied up at Iron Mountain-Antoine without respect to crews operating through that point who are performing main line road work. Crews performing range main line work may turn out of Iron River-Stambaugh, or Crystal Falls without respect to crews tied up at these points who are performing main line road work. Crews performing range main line road work will be compensated on a continuous time basis without respect to the terminals designated herein. Crews performing main line

road work will be compensated on a continuous time basis between terminals above designated, except that they may be tied up at an intermediate point account of Hours of Service Law. Crews operating in service described in Items (5) and (6) will run on first-in, first-out basis as applied to initial terminal, and will be advised of objective terminal when called.

(12) ALLOCATION OF WORK

The allocation of work handling mixed trains consisting of pooled and non-pooled traffic will be distributed as follows: Pooled traffic on a car unit basis; non-pooled traffic credited to railroad upon which cars are billed.

(13) NON-POOLED TRAFFIC

Northwestern employees will be credited for all non-pooled Northwestern traffic diverted to the Milwaukee which originates in the Iron Mountain, Amasa, Crystal Falls Districts, Milwaukee employees will be credited for all non-pooled traffic diverted to the Northwestern formerly handled by them between Iron Mountain and Channing, also all non-pooled Milwaukee traffic formerly delivered by Escanaba and Lake Superior at Channing for points on Iron River branch.

(14) RECORDS-FURNISHED REPRESENTATIVES

The officers in charge will keep a record of the train miles, engine hours, and other data necessary to pro rate the work in accordance with the terms of this agreement. They will furnish to each representative of the organizations, parties to this agreement, copy of this record each week.

(15) SENIORITY

Northwestern employees will exercise their

seniority in respect to work set out herein concurrently with the seniority they hold on the Northwestern, subject to provisions of their respective schedules and agreements. Milwaukee employes will exercise their seniority in respect to the work set out herein concurrently with the seniority they hold on the Milwaukee, subject to provisions of their respective schedules and agreements.

(16) GENERAL

(1) Conductors and trainmen required to dead-head will be allowed full time or mileage at rate applicable to service deadheaded for in both directions.

(2) Rule 1(a), Milwaukee E&F Schedules, beginning and ending of day, will apply to engineers and firemen.

(3) Milwaukee train and engine men desiring to lay off will notify Channing and men will be furnished from working list maintained at that point to fill vacancies. (This will not prejudice the establishing of an extra board at Escanaba for Milwaukee conductors by agreement.)

(4) Except as specifically provided, men working in any of the services classified in item (3) of this agreement will be compensated at rates and under rules as contained in schedules in effect on the Northwestern applicable to their class.

(17) AGREEMENT - DURATION OF

It is agreed that the foregoing constitutes a special agreement between the parties signatory hereto, effective March 16, 1937, dealing with particular classes of service within defined limits, and does not in any manner affect or modify schedule rules or agreements, except as specifically provided herein.

No portion of this agreement will be abrogated prior to January 1, 1938, and not then until

thirty days' notice in writing shall be served by the party desiring the change on all parties signatory hereto.

(Signed) M. E. Pangle
Assistant to President, C&NW Ry.

(Signed) J. McGuire
General Chairman, BLE., C&NW Ry.

(Signed) Fred C. Saft
General Chairman, BLF&E., C&NW Ry.

(Signed) E. Jordan
General Chairman, ORC., C&NW Ry.

(Signed) F. J. Kane
General Chairman, BRT., C&NW Ry.

(Signed) C. M. Dukes
Asst. to Chf. Opr. Ofcr., CMSTP&P RR.

(Signed) Perry L. Gray
General Chairman, BLE, CMSTP&P RR.

(Signed) H. J. Toward
General Chairman, BLF&E, CMSTP&P RR.

(Signed) R. O. Hughes
General Chairman, ORC., CMSTP&P RR.

(Signed) G. P. Tooner
General Chairman, BRT., CMSTP&P RR.

Chicago, Illinois
April 22, 1937.

CONSOLIDATED UNIFORM VACATION AGREEMENT

effective

JULY 1, 1945

applicable to

ENGINE, TRAIN AND YARD SERVICE EMPLOYES

Superseding Vacation Agreements of -

May 17, 1944 with the Brotherhood of
Locomotive Firemen & Enginemen,
Order of Railway Conductors and
Switchmen's Union of North America

- and -

September 1, 1944 with the Brother-
hood of Locomotive Engineers and
Brotherhood of Railroad Trainmen.

VACATION AGREEMENT

This Vacation Agreement made this 6th day of June 1945, by and between the participating carriers listed in Exhibits "A", "B" and "C", as shown in appendix of the Emergency Board's report, dated September 25, 1943, and the railroad labor organizations signatory hereto, acting for the employees shown and described in said exhibits as being represented by them, WITNESSETH:

IT IS HEREBY AGREED:

Section 1(a) - Effective July 1, 1945, each employee subject to the scope of schedule agreements held by the organizations signatory hereto, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

(NOTE: In Dining Car Service - each eight hours paid for shall be considered the equivalent of one basic day.)

Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation.

(b) - Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads

when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

Section 2 - Employees qualified under Section 1 hereof shall receive a vacation of seven days per year and shall be paid with respect thereto as follows:

(a) - An employee having a regular assignment (including pool and chain gang service) will be paid while on vacation the compensation he would have earned during the seven-day vacation period had he continued at work.

(b) - An extra employee will be paid an amount equivalent to his total earnings in the last seven consecutive days immediately preceding the date when he is scheduled to begin his vacation; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

(c) - A furloughed man shall be paid an amount equivalent to his earnings for the last seven day period ending with the last day on which he worked; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

Section 3 - Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

Section 4 - Time off on account of vacation will not be considered as time off account

employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

Section 5 - The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

Section 6 - Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

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

(b) - After the vacation begins lay-over days during vacation period shall be

counted as a part of the vacation.

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

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

Section 10 - Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be five members of the Carriers' Conference Committees, signatories to the Vacation Agreement of May 17, 1944, with the Brotherhood of Locomotive Firemen and Engineers, Order of Railway Conductors and Switchmen's Union of North America, and the Vacation Agreement of September 1, 1944, with the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen, or their successors; and the employee members of which shall be the chief executives of the five organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies

have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

Section 11 - This vacation agreement shall be construed as a separate agreement by and on behalf of each carrier, party hereto, and its railroad employees represented by the respective organizations, signatory hereto, and supersedes the Vacation Agreement of May 17, 1944, with the Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Switchmen's Union of North America, and the Vacation Agreement of September 1, 1944, with the Brotherhood of Locomotive Engineers and Brotherhood of Railroad Trainmen.

Section 12 - This vacation agreement shall continue until Proclamation by the President of the United States or Declaration by the Congress of the cessation of hostilities and thereafter, except that this agreement arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated or thereafter to seek a change therein in accordance with the Railway Labor Act, as amended.

Section 13 - The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.

SIGNED AT NEW YORK, N. Y., THIS 6th DAY OF JUNE, 1945.

PASSENGER TRAIN ASSIGNMENTS AS OF OCTOBER
 1, 1930, ON WHICH CONDUCTORS ARE ENTITLED
 TO MONTHLY GUARANTEE OF \$223.58

- - -

Galena Division

Train Numbers	Operating Between	No. of Conduc- tors Assign- ed.
649-644	Chicago-Williams Bay	1
7-28-27-2	Chicago-Clinton	3
13-12-23	Chicago-Clinton	5
16-17-18		
21-4-9	Chicago-Clinton	5
24-5-10		
25-6-15-26	Chicago-Clinton	3
11-22	Chicago-Clinton	2
1-20-19-8	Chicago-Clinton	3

Southern Illinois Division

1-2	Nelson-Feoria	1
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Iowa Division

17-18-27-28-		
7-8-13-12	Boone-Omaha	7
25-6-1-26-15-2-		
11-20	Boone-Omaha	7
9-10-5-16-29-30.	Boone-Omaha	5
19-22	Boone-Omaha	2
201-202	Omaha-Hawarden	1
5-6-9-10	Clinton-Boone	5
17-20-13-8	Clinton-Boone	5
1-2-25-26	Clinton-Boone	5
7-12-15-28	Clinton-Boone	5

Iowa Division (Continued)

Train Numbers	Operating Between	No. of Conductors Assigned.
19-22-11-16	Clinton-Boone	5
27-18-29-30	Clinton-Boone	4

Northern Iowa Division

21-6	Tama-Wall Lake	1
23-24	Eagle Grove-Hawarden	4
15-14	Eagle Grove-Fox Lake	3
19-20	Belle Plaine-Sanborn	3

Sioux City Division

22-11	Sioux City-Carroll	2
12-9)		
16-3)	Sioux City-Omaha	4
4-7)		
18-17)		
14-15)	Sioux City-Carroll-	
23-24)	Hawarden	4
6-21	Wall Lake-Tama	1
2-1	Hawarden-Omaha	1

Wisconsin Division

117-112	Chicago-Milwaukee	1
151-206	Chicago-Milwaukee	1
119-118	Chicago-Milwaukee	1
155-402	Chicago-Milwaukee	1
209-154	Chicago-Milwaukee	1
107-216 Daily)		
except Sunday)	Chicago-Milwaukee	1
209-216 Sunday)		
only.....)		
101-120	Chicago-Milwaukee	1
412-113	Chicago-Milwaukee	1

Wisconsin Division (Continued)

Train Numbers	Operating Between	No. of Conductors Assigned.
152-401	Chicago-Milwaukee	1
108-153	Chicago-Milwaukee	1
210-111	Chicago-Milwaukee	1
214-411)	(Chicago-Milwaukee)	1
419-424)	(Milwaukee-Butler.)	1
102-121	Chicago-Green Bay-Chicago	2
125-217-126	Chicago-Green Bay-Chicago	1
517-514	Chicago-Elroy	2
508-511	Chicago-Elroy	2
528-529	Chicago-Janesville	1
541-534	Chicago-Janesville	1
176	Sunday only)	
101)	
216)	
113)	
210)	
209) Milwaukee-Green Bay	3
206)	
205)	
224)	
133	Sunday only)	
244	Sunday only)	

Madison Division

512-503-516)	Elroy-Chicago (pool)	7
513-510-507)		
406-515	Chicago-Wyeville	2
411-412	Winona-Milwaukee	2
514-503	Elroy-Winona	1
516-517	Elroy-Winona	1
610-401)		
402-611)	Madison-Sparta	3
617-620)	Sunday (Madison-Lancaster	1
518-519) only...	(Madison-Chicago	1

Madison Division (Continued)

Train Numbers	Operating Between	No. of Conductors Assigned.
601-620	Milwaukee-Madison	1
410-504	Adams-Chicago	2
405-410	Adams-Minneapolis	1
517-514	Elroy-Chicago	2
508-511	Chicago-Elroy	2

Minnesota Division

503-516-517-514	Winona-Tracy	5
503-514	Tracy-Watertown	1

Dakota Division

503-516	Tracy-Pierre	3
517-514	Tracy-Pierre	3

Lake Shore Division

317-120	Manitowoc-Eland	1
317-306	(Milwaukee-Manitowoc)	
153-114	(Milwaukee-Wausau)	
111-112	(Milwaukee-Antigo)	5
117-116-120	(Milwaukee-Antigo)	
167-168	(Milwaukee-Two Rivers)	
206-210-216	(Milwaukee-Green Bay)	
224-101	(Milwaukee-Green Bay)	
133-176) Sunday	(Milwaukee-Green Bay)	3
244-220) only		
113-205-209	(Milwaukee-Green Bay)	

Ashland Division

116-117)Antigo-Ashland	4
111-112		

Ashland Division (Continued)

Train Numbers	Operating Between	No. of Conduc- tors Assign- ed.
111-112)	(Milwaukee-Antigo	
117-116-120.)	(Milwaukee-Antigo	
153-114)	..(Milwaukee-Wausau	2
317-306)	(Milwaukee-Manitowoc	
167-168)	(Milwaukee-Two Rivers	

Peninsula Division

101-102	Green Bay-Ishpeming	2
217	Green Bay-Escanaba	1
216	Escanaba-Green Bay	1
216-217	Ishpeming-Escanaba and return	1

Eastern Division

11-12	Council Bluffs-Long Pine	3
13-14	Council Bluffs-Long Pine	3

Black Hills Division

22-11-14-13	Chadron-Long Pine	5
13-22	Chadron-Rapid City	1
503-514	Pierre-Deadwood	3
702-703-714-723.	Deadwood-Newell	1

Wyoming Division

None.

Madison Division (Continued)

Train Numbers	Operating Between	No. of Conductors Assigned.
601-620	Milwaukee-Madison	1
410-504	Adams-Chicago	2
405-410	Adams-Minneapolis	1
517-514	Elroy-Chicago	2
508-511	Chicago-Elroy	2

Minnesota Division

503-516-517-514	Winona-Tracy	5
503-514	Tracy-Watertown	1

Dakota Division

503-516	Tracy-Pierre	3
517-514	Tracy-Pierre	3

Lake Shore Division

317-120	Manitowoc-Eland	1
317-306	(Milwaukee-Manitowoc)	
153-114	(Milwaukee-Wausau)	
111-112	(Milwaukee-Antigo)	5
117-116-120	(Milwaukee-Antigo)	
167-168	(Milwaukee-Two Rivers)	
206-210-216	(Milwaukee-Green Bay)	
224-101	(Milwaukee-Green Bay)	
133-176) Sunday	(Milwaukee-Green Bay)	3
244-220) only	(Milwaukee-Green Bay)	
113-205-209	(Milwaukee-Green Bay)	

Ashland Division

116-117)Antigo-Ashland	4
111-112)	

Ashland Division (Continued)

Train Numbers	Operating Between	No. of Conductors Assigned.
111-112)	(Milwaukee-Antigo	
117-116-120.)	(Milwaukee-Antigo	
153-114)	..(Milwaukee-Wausau	2
317-306)	(Milwaukee-Manitowoc	
167-168)	(Milwaukee-Two Rivers	

Peninsula Division

101-102	Green Bay-Ishpeming	2
217	Green Bay-Escanaba	1
216	Escanaba-Green Bay	1
216-217	Ishpeming-Escanaba and return	1

Eastern Division

11-12	Council Bluffs-Long Pine	3
13-14	Council Bluffs-Long Pine	3

Black Hills Division

22-11-14-13	Chadron-Long Pine	5
13-22	Chadron-Rapid City	1
503-514	Pierre-Deadwood	3
702-703-714-723.	Deadwood-Newell	1

Wyoming Division

None.

TABLE SHOWING TIME AND ONE-HALF FOR OVERTIME
 (18-3/4 MILE PER HOUR) EXPRESSED IN MILES,
 FROM 3 MINUTES TO 8 HOURS INCLUSIVE -- FOR
 INFORMATION AND READY REFERENCE ONLY.

Overtime	Miles	Overtime	Miles	Overtime	Miles
3	1	1:39	31	3:15	61
6	2	1:42	32	3:18	62
10	3	1:46	33	3:22	63
12	4	1:49	34	3:25	64
16	5	1:52	35	3:28	65
19	6	1:55	36	3:31	66
22	7	1:58	37	3:34	67
26	8	2:02	38	3:38	68
29	9	2:05	39	3:41	69
32	10	2:08	40	3:44	70
35	11	2:11	41	3:47	71
38	12	2:14	42	3:50	72
42	13	2:18	43	3:54	73
45	14	2:21	44	3:57	74
48	15	2:24	45	4:00	75
51	16	2:27	46	4:03	76
54	17	2:30	47	4:06	77
58	18	2:34	48	4:10	78
1:01	19	2:37	49	4:13	79
1:04	20	2:40	50	4:16	80
1:07	21	2:43	51	4:19	81
1:10	22	2:46	52	4:22	82
1:14	23	2:50	53	4:26	83
1:17	24	2:53	54	4:29	84
1:20	25	2:56	55	4:32	85
1:23	26	2:59	56	4:35	86
1:26	27	3:02	57	4:38	87
1:30	28	3:06	58	4:42	88
1:33	29	3:09	59	4:45	89
1:36	30	3:12	60	4:48	90

TABLE SHOWING TIME AND ONE-HALF FOR OVERTIME (18-
 3/4 MILE PER HOUR) EXPRESSED IN MILES, FROM 3
 MINUTES TO 8 HOURS INCLUSIVE -- FOR INFORMATION
 AND READY REFERENCE ONLY. (Continued)

Overtime	Miles	Overtime	Miles
4:51	91	6:27	121
4:54	92	6:30	122
4:58	93	6:34	123
5:01	94	6:37	124
5:04	95	6:40	125
5:07	96	6:43	126
5:10	97	6:46	127
5:14	98	6:50	128
5:17	99	6:53	129
5:20	100	6:56	130
5:23	101	6:59	131
5:26	102	7:02	132
5:30	103	7:06	133
5:33	104	7:09	134
5:36	105	7:12	135
5:39	106	7:15	136
5:42	107	7:18	137
5:46	108	7:22	138
5:49	109	7:25	139
5:52	110	7:28	140
5:55	111	7:31	141
5:58	112	7:34	142
6:02	113	7:38	143
6:05	114	7:41	144
6:08	115	7:44	145
6:11	116	7:47	146
6:14	117	7:50	147
6:18	118	7:54	148
6:21	119	7:57	149
6:24	120	8:00	150

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 199 MILES IN LENGTH ON SPEED BASIS OF $12\frac{1}{2}$ MILES PER HOUR.

Miles	Time when Overtime Commences	Miles	Time when Overtime Commences	Miles	Time when Overtime Commences
100	8:00	134	10:43	167	13:22
101	8:05	135	10:48	168	13:26
102	8:10	136	10:53	169	13:31
103	8:14	137	10:58	170	13:36
104	8:19	138	11:02	171	13:41
105	8:24	139	11:07	172	13:46
106	8:29	140	11:12	173	13:50
107	8:34	141	11:17	174	13:55
108	8:38	142	11:22	175	14:00
109	8:43	143	11:26	176	14:05
110	8:48	144	11:31	177	14:10
111	8:53	145	11:36	178	14:14
112	8:58	146	11:41	179	14:19
113	9:02	147	11:46	180	14:24
114	9:07	148	11:50	181	14:29
115	9:12	149	11:55	182	14:34
116	9:17	150	12:00	183	14:38
117	9:22	151	12:05	184	14:43
118	9:26	152	12:10	185	14:48
119	9:31	153	12:14	186	14:53
120	9:36	154	12:19	187	14:58
121	9:41	155	12:24	188	15:02
122	9:46	156	12:29	189	15:07
123	9:50	157	12:34	190	15:12
124	9:55	158	12:38	191	15:17
125	10:00	159	12:43	192	15:22
126	10:05	160	12:48	193	15:26
127	10:10	161	12:53	194	15:31
128	10:14	162	12:58	195	15:36
129	10:19	163	13:02	196	15:41
130	10:24	164	13:07	197	15:46
131	10:29	165	13:12	198	15:50
132	10:34	166	13:17	199	15:55
133	10:38				

I N D E X

<u>Sections of Index:</u>	<u>Pages</u>
Passenger Service.....	3-20
Freight Service.....	20-54
General Rules.....	54-67
Yard Service, Chicago Switching District.....	108-117
Car Retarder Operators, Hump Yard, Proviso.....	117-119
Special Agreements.....	122-159

<u>PASSENGER SERVICE</u>	<u>Rule</u>	<u>Page</u>
Additional Passenger Conductors.....	16	15
Air Hose - Coupling and Uncoupling..	30	20
Basic Day.....	2	7
Bulletined - New and Vacant Runs....	26	19
Called and Not Used.....	27	19
Council Bluffs and Omaha - Handling Equipment Between.....	21	18
Coupling and Uncoupling Steam or Air Hose.....	30	20
Daily Minimum Guarantee.....	1(b)	4
Deductions in Mileage.....	20	18
Districts Extending Over More Than One Division.....	25	19
Engines - Piloting.....	28	19
Extra Passenger Conductors in Freight Service.....	15	15

	<u>Rule</u>	<u>Page</u>
<u>PASSENGER SERVICE - Continued</u>		
Filling of Vacancies - Conductors...	18	17
Final Terminal Delay.....	11	14
Freight Service - Extra Passenger		
Conductors in.....	15	15
Freight Service - Passenger		
Conductors Performing.....	12	14
Guarantee - Daily Minimum.....	1(b)	4
Guarantee - Monthly.....	6	9
Handling Equipment Between Council		
Bluffs and Omaha.....	21	18
Initial Terminal Delay.....	10	14
Initial Terminal Duty.....	9	13
Mail - U.S. - Handling.....	1(c)	7
Mileage - Deductions in.....	20	18
Monthly Guarantee.....	6	9
New and Vacant Runs Bulletined.....	26	19
Omaha and Council Bluffs - Handling		
Equipment Between.....	21	18
Overtime - Other Passenger Service..	3(b)	8
Overtime Rate.....	3(c)	9
Overtime - Short Turnaround		
Passenger Service.....	3(a)	8
Passenger Districts Extending Over		
More Than One Division.....	25	19
Passenger Service Defined.....	13	15
Piloting Engines.....	28	19
Rates of Pay.....	1(a)	3

	<u>Rule</u>	<u>Page</u>
<u>PASSENGER SERVICE - Continued</u>		
Short Turnaround Passenger Service- Overtime.....	3(a)	8
Suburban Service Defined.....	5	9
Switching.....	8	10
Vacancies - Conductors - Filling of.	18	17
Vacant and New Runs Bulletined.....	26	19
<u>FREIGHT SERVICE</u>		
Accident or Injury - Minimum Day Account.....	40	31
Adding Crews to Pool Freight Service.....	66	47
Assigned Conductors Used in Other Service Out of Terminals.....	43(b)	32
Assigned Runs Annulled Account Snow, Washout and Wreck - Used in Other Service.....	43(b)	32
Assigned Runs - Bulletin.....	51(a)	35
Assigned Runs - Conductors on, Not Used.....	45	33
Assignment Over More Than One Division.....	60	46
Assignments to Yard and Road work- Cedar Rapids Switching District...	75	53
Basic Day.....	36(a)	22
Beginning and Ending of Day.....	54(a)	37
Belle Plaine, Iowa - Running Through.....	36(b)	27
Brassing Cars Set Out En Route.....	63(b)	47
Bulletin - Assigned Runs.....	51(a)	35
Cabooses Furnished - Chicago Switching District.....	76	54

	<u>Rule</u>	<u>Page</u>
<u>FREIGHT SERVICE - Continued</u>		
Cabooses - Pusher Engines Out In Ahead of.....	74	53
Cabooses - Supplies for.....	62	47
Called and Not Used.....	59	46
Cedar Rapids Switching District - Assignments to Yard and Road Work	75	53
Chicago Switching District - Cabooses Furnished.....	76	54
Chicago Switching District - Road Service - Defined.....	76	53
Chicago Union Stock Yards - Relief Service.....	53(b)	37
Combination Road Service.....	36(a)	22
Combination Service as Conductor and Brakeman - Rate.....	73	53
Computing Special Payments at Terminal.....	54(b)	38
Conductors Displaced.....	68(b)	49
Conductors on Assigned Runs Not Used.....	45	33
Consist of Way-Freight Crews.....	49	34
Conversion - Through to Way Freight.....	41(b)	31
Coupling and Uncoupling Air Hose...	61	47
Deadheading in Connection with Snow Service.....	38(b)	30
Definite Terminals Defined.....	36(b)	23
Displaced - Conductors.....	68(b)	49
Displacements - Conductors.....	68(a)	49
Doubleheading.....	72(a)	52
Doubling Hills, Running for Coal and Water.....	46	33
Engine Failures, etc. - Short Trips Account.....	36(a)	22
Exercising Seniority Rights.....	68(b)	50

	<u>Rule</u>	<u>Page</u>
<u>FREIGHT SERVICE - Continued</u>		
Extra Board.....	68(a)	48
Extra Conductors - First-in, First-out.....	68(a)	48
Final Terminal Delay.....	58	42
First-in, First-out.....	44	33
First-in, First-out - Extra Conductors.....	68(a)	48
Fremont - Five Mile Zone.....	36(d)	28
Furnishing Way-Bills.....	64	47
Guarantee - Monthly.....	33	20
Handling Cables or Side Boards, Operating Rail Loading Machines, etc.....	39	30
Held at Other Than Home Terminal - 16 Hours.....	70	51
Held Away From Home Terminal - Not to Exceed 6 Days.....	71	52
Held Off Regular Assignment for Special Service.....	48	34
Helper or Pusher Service.....	72(b)	52
Helper or Pusher Service - Negotiation to Establish.....	72(b)	52
Home Terminal - 16 Hours - Held at Other Than.....	70	51
Home Terminal - Not to Exceed 6 Days - Held Away From.....	71	52
Injury or Accident - Minimum Day Account.....	40	31
Manning of Work or Gravel Trains...	51(b)	35
Meals En Route.....	63(a)	47
Mileage Outside of Regular Assignment.....	43(a)	32

I N D E X - Continued

	<u>Rule</u>	<u>Page</u>
<u>FREIGHT SERVICE - Continued</u>		
Mixed Trains.....	37	29
Monthly Guarantee - Assigned Service Not Daily.....	33(b)	21
Monthly Guarantee - Extra Freight Conductors.....	34	21
Monthly Guarantee - Unassigned and Daily Assigned Service.....	33(a)	20
North Yard and South Janesville - Operating Turnaround Runs Between Not Used - Conductors on Assigned Runs.....	36(b) 45	25 33
Operating Turnaround Runs Between South Janesville and North Yard.. Overtime.....	36(b) 36(a)	25 22
Passenger Service - Freight Conductors Temporarily in.....	47	34
Payments - Computing Special - at Terminal.....	54(b)	38
Pilot Service.....	67	48
Pool Freight Service - Adding Crews to.....	66	47
Pool Service - Determining.....	33(c)	21
Pusher Engines Cut In Ahead of Cabooses.....	74	53
Pusher or Helper Service.....	72(b)	52
Rates of Pay - Through-Freight Service.....	32(a)	20
Rates of Pay - Way-Freight, Work- Train and Wreck Service.....	32(b)	20
Records - Sealing Cars and Keeping Seal.....	65	47
Regular Assignment - At a Terminal- Two or More Conductors.....	52	36

	<u>Rule</u>	<u>Page</u>
<u>FREIGHT SERVICE - Continued</u>		
Relief Service - Union Stock Yards, Chicago.....	53(b)	37
Road Service - Chicago Switching District - Defined.....	76	53
Runaround.....	44	33
Running Through Belle Plaine, Iowa.	36(b)	27
Sealing Cars and Keeping Seal Records.....	65	47
Self-Propelled Machines.....	38(a)	30
Seniority Rights - Exercising.....	68(b)	50
Short Trips Account Engine Failures, etc.....	36(a)	22
Short Trips or Turnarounds.....	36(c)	28
Snow Plow and Flanger Service.....	38(a)	30
Snow Service - Deadheading in Connection with.....	38(b)	30
South Janesville and North Yard - Operating Turnaround Runs Between	36(b)	25
Special Service - Held Off Regular Assignment for.....	48	34
Stock Yards, Chicago - Relief Service.....	53(b)	37
Stock Yards Work - Chicago.....	53(a)	36
Sunday Service - Assigned Way- Freight and Switch Run Conductors	42	32
Supplies for Cabooses.....	62	47
Switch Runs and Way-Freight Defined Switching at Terminals - Yard Engine Not Operated.....	56(a)	38
Switching at Terminals - Yard Engine Operated But Crew Not on Duty - Making up Train.....	56(b)	38
Switching at Final Terminal - Yard Engine Operated But Crew Not on Duty - Placing Perishables, Livestock or Merchandise.....	56(c)	39

	<u>Rule</u>	<u>Page</u>
<u>FREIGHT SERVICE - Continued</u>		
Switching - Computing Compensation..	56(d)	39
Switching at Terminals - Yard Crew on Duty - Account Wreck, Washouts, Accidents or Setting Out Bad Order Cars.....	56(e)	40
Switching En Route.....	56(f)	40
Switching - Doubling Over Train.....	56(g)	41
Switching - Gogebic and Menominee Iron Ranges.....	56(h)	41
Switching - Yard Crew on Duty.....	56(i)	42
Switching at Terminals Defined.....	57	42
Tama, Iowa - Separating Trains.....	36(b)	27
Terminal Stations Defined.....	69	51
Turnaround Runs Between South Janesville and North Yard.....	36(b)	25
Turnarounds or Short Trips.....	36(c)	28
Two or More Conductors - Regular Assignment - At a Terminal.....	52	36
Union Stock Yards Work - Chicago....	53(a)	36
Way-Bills - Furnishing.....	64	47
Way-Freight and Switch Runs Defined.	41(a)	31
Way-Freight Crews - Consist of.....	49	34
Work or Gravel Service - Rules 70 and 106(g) Not Applicable.....	51(c)	35
Work or Gravel Trains - Manning of..	51(b)	35
Work Trains Defined.....	38(a)	29
Work Train Service - Application For and Displacement in.....	51(e)	36
Work Train Service - Discontinuance of - Exercising Seniority.....	51(f)	36
Work Train Service - Taking Runs Subsequent to Lay-Off.....	51(d)	36

<u>GENERAL RULES</u>	<u>Rule</u>	<u>Page</u>
Accredited Committee.....	-	119
Agreements - Changes in.....	-	121
Assigned Conductors - Held and Not Used.....	86	59
Assignments - Change of.....	105	64
Attending Court or Inquest.....	85	58
 Bulletins to Local Chairman - Furnishing Copy of.....	 104	 64
Calling Limits.....	79	55
Change of Assignments.....	105	64
Change of Residence, Free Transportation.....	97	63
Committee - Accredited.....	-	119
Correction Notices - Time.....	80	55
Court or Inquest - Attending.....	85	58
Crew Boards - Location of.....	95	62
 Deadheading.....	 81	 55
Decisions and Rulings.....	-	120
Discipline and Investigation.....	83(a)	56
Diversion of Traffic and Manning New Divisions.....	90	60
 Emergency Service on Foreign Divisions.....	 91	 60
Employee's Statement - Furnishing Copy of.....	83(b)	57
Examination - Visual Power and Color Perception.....	84	58
 Fines Account Breakage or Damage to Equipment.....	 101	 64
Force Reduction.....	94(a)	61
Foreign Divisions - Emergency Service on.....	91	60

I N D E X - Continued

<u>GENERAL RULES - Continued</u>	<u>Rule</u>	<u>Page</u>
Furnishing Copy of Bulletins to Local Chairman.....	104	64
Furnishing Copy of Employees' Statement.....	83(b)	57
Held and Not Used - Assigned Conductors.....	86	59
Held During Layover for Purpose of Giving Information.....	83(e)	57
Hours of Service.....	106	66
Inquest - Attending.....	85	58
Investigation and Discipline.....	83(a)	56
Investigation - Representation at.	83(d)	57
Lay Off - Permission to.....	98	63
Leave of Absence.....	96	62
Leave of Absence Account Reduction in Force.....	94(b)	62
Location of Crew Boards.....	95	62
Manning New Divisions and Diversion of Traffic.....	90	60
Permission to Lay Off.....	98	63
Placing of Trainmen - Right of Conductor to Object to Trainmen.	102	64
Privileges - Continuation of.....	78	54
Protest - Right to.....	83(c)	57
Reduction in Force.....	94(a)	61
Re-Examination as to Visual Power and Color Perception.....	84	58
Reporting for Duty Subsequent to Lay-off - Seniority Rights of Conductors Laying Off.....	99	63
Representation at Investigation...	83(d)	57

	<u>Rule</u>	<u>Page</u>
<u>GENERAL RULES - Continued</u>		
Rest - Refusal to Go Out Account Needed.....	88	59
Returning to Service After Laid Off Account Reduction in Force - Requirement.....	94(c)	62
Right to Protest.....	83(c)	57
Rulings and Decisions.....	-	120
Seniority Lists - Furnishing Local Chairmen Copies of.....	92	60
Seniority Rights.....	93	60
Seniority Rights of Conductors Laying Off. Reporting for Duty Subsequent to Lay-off.....	99	63
Seniority - Selection of Brakeman or Flagman.....	102	64
Service Letters.....	100	63
Statement - Employees' - Furnishing Copy of.....	83(b)	57
Telephone - Use of - Not to be Extended.....	87	59
Temporary Transfer.....	89	59
Tied Up at Points Other Than Terminals After Having Been on Duty in Excess of 14 Hours.....	106(g)	67
Time Slip Corrections	80	55
Trainmen - Right of Conductor to Object to. Placing of Trainmen.	102	64
Transfer - Temporary.....	89	59
Transportation, Free - Change of Residence.....	97	63

I N D E X - Continued

<u>YARD SERVICE, CHICAGO SWITCHING DISTRICT</u>	<u>Rule</u>	<u>Page</u>
Air Hose - Coupling and Uncoupling.....	22(a)	115
Annulled Assignments.....	12(i)	114
Assignments Annulled.....	12(i)	114
Assignments - Bulletining.....	13(c)	114
Assignments - Fixed Period for.....	2(c)	109
Attending Investigation.....	11(b)	112
Basic Day.....	2(a)	108
Bulletining Assignments.....	13(c)	114
Cabooses Furnished.....	20	114
Called and Not Used.....	6(a)	110
Car Retarder Operators Agreement - Hump Yard, Proviso.....	-	117
Chaining Cars, Coupling and Uncoupling Hose.....	22(a)	115
Changing Shifts.....	12(g)	114
Chicago Switching District - Definition of Yard Work.....	3(a)	109
Concurrent Seniority - Conductors and Yardmen - Chicago Switching District.....	12(a)	113
Consist of Crews.....	9	112
Coupling and Uncoupling Hose - Chaining Cars.....	22(a)	115
Definition of Yard Work - Chicago Switching District.....	3(a)	109
Discipline, Investigation and Appeal.....	23	116
Emergency Road Service.....	4	109
Engines Blowing Steam.....	21(b)	115
Engines in Yard Service - Equipment of.....	21(a)	115

	<u>Rule</u>	<u>Page</u>
YARD SERVICE, CHICAGO SWITCHING		
<u>DISTRICT - Continued</u>		
Equipment of Engines in Yard Service	21(a)	115
Examination.....	11(c)	113
Exercising Seniority.....	12(h)	114
Extra Foremen (Conductors) - Pay		
From Point of Assignment.....	6(b)	111
Fixed Period for Assignment.....	2(c)	109
Handling Cables, Side Boards, etc.		
Operating Rail Loaders, etc.....	22(b)	116
Investigation - Attending.....	11(b)	112
Investigation, Discipline and		
Appeal.....	23	116
Meal Period.....	7	111
Notary Fees - Payment of.....	18	114
Operating Shop Yard Engines -		
Compensation For.....	5	110
Overtime.....	2(b)	108
Pay From Point of Assignment -		
Extra Foremen (Conductors).....	6(b)	111
Pay to Starting Point.....	6(a)	110
Payment of Notary Fees.....	18	114
Pilot Service.....	1(b)	108
Rates of Pay.....	1(a)	108
Re-Examination.....	11(c)	113
Regular Duties - Service Not a		
Part of.....	1(c)	108
Road Service - Emergency.....	4	109

YARD SERVICE, CHICAGO SWITCHING DISTRICT - Continued

	<u>Rule</u>	<u>Page</u>
Seniority - Concurrent - Conductors and Yardmen - Chicago Switching District.....	12(a)	113
Seniority - Exercising.....	12(h)	114
Service Not a Part of Regular Duties.....	1(c)	108
Shifts - Changing.....	12(g)	114
Shop Yard Engines - Compensation for Operating.....	5	110
Starting Time.....	8	111
Working 16 Hours.....	10	112
Yardmasters - Appointment of.....	12(c)	114

SPECIAL AGREEMENTS

Chicago Freight Terminal - Operation Conductors Operating Regular Assignments.....	-	122
Council Bluffs-Omaha, Terminal Movements Applicable to Iowa and Sioux City Division Conductors...	-	122
Gogebic Range Agreement with Soo Line, and Supplement to.....	-	140
Handling Merchandise in Passenger Trains - Between Tracy and Huron.	-	136
Handling Merchandise in Passenger Trains - Between Omaha-Rapid City-Casper.....	-	138
Limitation of Mileage Agreement....	-	132
Menominee Range Agreement with CMSTP&P R.R.....	-	147

	<u>Rule</u>	<u>Page</u>
<u>SPECIAL AGREEMENTS - Continued</u>		
Omaha-Council Bluffs, Terminal Movements Applicable to Iowa and Sioux City Division Conductors...	-	122
Special Delivery of Troop Trains, etc., to Foreign Lines.....	-	131
Telephone Agreement, Six Party.....	-	128
Vacation Agreement.....	-	154

