

Form 2776 Std.

**AGREEMENT**

WITH THE

**Brotherhood of Locomotive**

**Engineers**

FOR THE

**ENGINEERS**

OF THE

**Gulf, Colorado and Santa Fe**

**Railway Company**

**REPRINT**

**Rules effective February 1, 1930, except as amended by National  
Conference Committee Agreement of August 11, 1948.**

**Rates of pay effective October 16, 1948.**

**AGREEMENT**  
**With the**  
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**Engineers**  
**For the**  
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**Company**

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ARTICLE 1.

(a) Engineers entering the service of the Company for the first time shall be employed by the Mechanical Superintendent or by his authority. Engineers' seniority will start with date of promotion or employment, as the case may be.

On seniority districts where men are required to fire less than three years, all Engineers will be hired.

If required to fire three years and less than four years, one promoted and one hired;

If required to fire four years and less than five years, two promoted to one hired;

If required to fire five years and less than six years, three promoted to one hired;

If required to fire six years and less than seven years, four promoted to one hired:

If required to fire seven years and less than eight years, five promoted to one hired.

On seniority districts where men are required to fire eight years or more, all Engineers will be promoted.

On seniority districts where the next Engineer is to be hired, the General Chairman of the Brotherhood of Locomotive Engineers will be so advised.



Discharged Engineers who are reinstated with their former rights shall not be considered in the foregoing.

(b) Engineers' seniority list shall be revised annually, and copies thereof shall be provided by the Mechanical Superintendent for the General Chairman and each Local Chairman.

(c) If for any reason the senior eligible Fireman or Engineer to be hired is not available and junior qualified Fireman is promoted and used in actual service out of his turn, whatever standing the Junior Fireman so used establishes shall go to the credit of the senior eligible Fireman or Engineer to be hired, provided the Engineer to be hired

is available and qualifies within thirty days. As soon as the senior Fireman or Engineer to be hired is available, as provided herein, he shall displace the junior Fireman, who shall drop back into whatever place he would have held had the senior Fireman to be promoted or Engineer to be hired been available and the junior Fireman not used.

NOTE: - Qualification, as referred to herein, is not intended to include learning of road or signals.

(d) As soon as a Fireman is promoted or an Engineer hired he will be notified in writing by the proper official of the Company of the date of his promotion or employment, as the case may be, and unless he files a written protest within sixty days against such date he cannot thereafter have it changed. When the date of promotion of a Fireman, or the date of a hired Engineer or Fireman, has been established in accordance with regulations, such date shall be posted, and if not challenged in writing within sixty days after such posting, no protest against such date shall afterwards be heard.

(e) The posting of notice of seniority rank, as per Section (d), shall be done within ten days following date of promotion or employment, and such notice shall be posted on all bulletin boards located on seniority district governed by his home terminal.

(f) No demoted Engineer will be permitted to hold a run as Fireman on any seniority district while a junior

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Engineer is working on the Engineers' extra list or is holding a regular assignment as Engineer upon such seniority district, with the exception that vacancies for switch Engineers will be subject to bid on the part of any man whose name appears on the Engineers' seniority roster of the district affected, and the senior qualified man making application in writing for same will be assigned. The successful applicant will remain on such assignment until displaced by a senior Engineer who has lost his job through no fault of his own, or until he is assigned by application to another job to which his seniority may entitle him.

**(See letter agreements of: July 7, 1947, No. 44, page 98, and July 7, 1947, No. 45, page 99.)**

(g) If the Engineer to be hired is not available when needed and the senior qualified Fireman is promoted, the date of seniority thus established shall fix the standing of the hired Engineer, who, if available and qualified within thirty days from date senior qualified Fireman is promoted, will rank immediately ahead of the promoted Fireman. The promoted Fireman will retain his date of seniority as Engineer and will be counted in proportion of promotions.

(h) In case an Engineer is hired and used in actual service when, under requirements of Section (a), a Fireman (or Firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified Fireman (or Firemen) due to be promoted, providing he or they are eligible and qualify within thirty days, who shall rank immediately ahead of the hired Engineer on the Engineers' seniority list. The hired Engineer will retain his date of seniority and be counted in proportion of Engineers to be hired.

(i) Engineers hired, or permanently transferred from one seniority district to another, shall be given a date of seniority as Fireman corresponding with their date as Engineers.

**PREFERRED AND CHAIN GANG SERVICE.**

## ARTICLE 2.

(a) Passenger, mixed, local freight, work, or any other runs to which regular Engineers are assigned, shall be known as preferred runs.

Passenger service will be governed by seniority rights in road service with system rights to govern; all other preferred runs will be governed by seniority rights in road service with home terminal rights to govern.

Galveston home terminal will govern from Galveston to Bellville Yard, Houston and Matagorda Branches.

Silsbee home terminal will govern the present Beaumont Division.

Temple home terminal will govern from Temple to Bellville Yard, Temple to Cleburne jointly with Cleburne, Temple to Brownwood jointly with Brownwood.

Cleburne home terminal will govern from Cleburne to Paris, also Honey Grove and Weatherford Branches, and jointly with Temple from Cleburne to Temple, also jointly with Gainesville from Cleburne to Gainesville.

Gainesville home terminal will govern from Gainesville to Purcell, Shawnee, Sulphur, Lindsay and Ringling Branches, and jointly with Cleburne from Gainesville to Cleburne.

Brownwood home terminal will govern from Brownwood to Sweetwater, San Angelo, Sterling City and Paint Rock Branches, and jointly with Temple from Brownwood to Temple.

Branch runs that intersect joint districts will be governed by the home terminals of that district.

**(See letter agreements of: May 7, 1937, No. 8, page 69; August 26, 1937, No. 9, page 74; April 14, 1943, No. 10, page 76; July 21, 1945, No. 11, page 76; January 4, 1945, No. 19, page 81, and November 16, 1945, No. 25, page 84.)**

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(b) Engineers in all preferred service will be entitled to go out on their runs with whatever engine is put on the run out of their terminals, except as provided for in Articles 5 and 8½.

(c) In case of an epidemic, or of serious washouts, or any other such cause, requiring the Company to annul its regular trains, thereby affecting the Engineers holding preferred runs by reason of their seniority, after five days, such Engineers, if they so desire, shall have the privilege of taking other preferred runs, which they may be entitled to by seniority, but they must again return to their regularly assigned runs when the runs are resumed.

The several Engineers changed in accordance with this Article will revert to their former runs or turns, or to runs or turns that had become vacant to which their seniority would entitle them, unless same had been taken by senior Engineers who had lost their run or turn through no fault of their own; it being understood that after a period of six months Engineers would not be required to revert (as specified above), but would be permitted to take anything their seniority would permit in any class of service, as per 3rd paragraph, Section (g) of this Article.

**(See letter agreement of August 8, 1939, No. 12, page 76.)**

(d) When a work train is discontinued for a period of seven days or less the Engineer may, if he so desires, go on the extra board and take the run back when again put on. In case the work train is discontinued for a longer period than seven days, he may take any run or turn out of his home terminal or governed by his home terminal rights if his seniority will permit. If he gives up the work train of his own volition, he will take a vacant turn, or the youngest man's turn. If he is displaced by a senior man, he will have a right to anything his seniority entitles him to in any class of service as per 3rd paragraph, Section (g) of this Article.

(e) When the class of service is changed, or the mileage made on a run increases or decreases the pay \$20.00 per month or more, or either terminal of a run is changed,

same will be considered a new run and posted as per Article 4, Section (a) or (b). Where new runs are thus created, if the Engineers on the runs at the time of the change make application for them, they may, subject to provisions of Article 8½, stay on the runs during the posting time until the oldest applicant is assigned. Engineers remaining on runs under this Article will not be permitted to withdraw their application for same.

Engineers accepting preferred runs in the future must designate in writing the point on that run they claim as their home point (for the purpose of applying this Article only), any change after that preventing the major portion of the layover at their home point, the Engineer on the run, if he so desires, may give up the run and exercise his seniority, and the run will be posted as per Article 4, Section (a) or (b).

**(See letter agreement of April 3, 1933, No. 3, page 65.**

(f) In case it becomes necessary to change the class of power by reason of applying lighter, heavier or more appropriate engines to certain runs in groups, still not changing the mileage, class of service or runs, excepting assigning the men to separate runs instead of on the group of runs affected, it shall be understood that the men assigned to the particular runs shall retain them, the senior Engineers having the choice of same. If additional Engineers on these runs are required, by reason of the changes referred to, they shall be applied for in the usual way, as per Sections (a) or (b), Article 4.

(g) Rights of Engineers to regular runs, or regular turns in through freight service, will be governed by seniority, but no Engineer having a regular run, or a regular turn in through freight service, will have a right to claim any other regular run, or regular turn, unless it becomes vacant, or an additional regular run, or regular turn is put on.

An Engineer in through freight service unable to hold a regular turn out of his home terminal by right of seniority, will have a right to displace any Engineer his junior on any run governed by his home terminal rights, or to any passenger run on the system if his seniority permits.

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An Engineer losing a preferred run governed by his home terminal, or system rights, through no fault of his own, will have a right to displace any Engineer his junior on any run governed by his home terminal rights, or governed by system rights. This not to in any manner interfere with the application of Section (d) of this Article.

An Engineer, taking a run in preferred service or turn in chain gang service, by right of seniority, may take a vacant or posted run or turn until he is displaced by an older applicant, in which case he would have the right to and must take the youngest man's turn or run in similar service and have choice of Sunday layover when his seniority entitles him to it.

### ARTICLE 3.

(a) All freight Engineers shall be assigned to home terminals and to regular turns out of their home stations, according to seniority in road service; this to apply to all terminals on all divisions.

(b) Engineers, with the consent of the Master Mechanic, may in case of sickness or other reasonable necessity, change locations with each other, when they so desire. It shall be understood that the Master Mechanic shall consult with the General Chairman of the General Committee of Adjustment for the Engineers before permitting such changes to be made. The parties exchanging locations in such cases will retain their rights on the seniority lists.

(c) When regular Engineers are assigned to districts they are not to be run off their districts, except in case of wrecks, blockades or washouts, and as provided below.

In case the movement of traffic or other necessities require it, Engineers, regardless of their age on the district, are to run two ways out of Bellville Yard, Gainesville and Brownwood; Engineers on Temple-Brownwood district to run three ways out of Temple; Engineers on Sweetwater and San Angelo districts to run over Fort Worth and Rio Grande Railway when business demands it; Engineers to run four ways out of Cleburne. It is understood that when

Engineers are run off their district under the provisions of this Article they are not to be run farther than the first terminal, in either direction, beyond their home district, and on their arrival there they shall stand first out for return to their own district, if they so desire, and they are not to be again used for trip off their own district until after a round trip has been made on their home district.

Beaumont Division Engineers may be run from Somerville to Quarry, near Quarry station, for Company rock, and returned to Somerville thence through on the Beaumont Division regardless of other Engineers at that point. The Engineer who is first out will always be called. This to be done only when the service can not be performed economically to the Company by Southern Division crews; continuous mileage to be paid for the entire trip.

Under the provisions of this Article, Engineers may be run one freight district beyond their home district on any foreign line or on any portion of the Gulf, Colorado and Santa Fe Railway. In case of necessity Southern Division crews arriving at Fort Worth over foreign lines may be run to Temple over main line, or when Galveston Division crews are run to Beaumont Division over foreign lines, with train for Beaumont Division, they may be run to Bellville Yard via Beaumont Division and Somerville.

The above is not to be construed to give Division Officers the authority to use Engineers off their district indiscriminately, and whenever Engineers are run off their district under the provisions of this Article, a proper necessity must exist for doing so.

**(See letter agreement of February 8, 1945, No. 21, page 83.)**

(d) Engineers will be run first-in first-out on their respective districts with the exception of those assigned to regular runs. This is not to be construed in any way to conflict with Section (c) of this Article.

No compensation will be allowed for run-around unless it can be shown that an Engineer has been unfairly treated by being run-around; in such cases the first man out, either

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regular or extra, will be allowed compensation for the actual number of hours, with a maximum of eight, delayed in leaving the terminal.

**(See letter agreements of: July 19, 1944, No. 16, page 79, and June 15, 1946, No. 32, page 89.)**

#### ARTICLE 4.

(a) New or vacant runs will be posted in bulletin book or on bulletin board to be kept at each terminal roundhouse, for territory affected, for the information of Engineers, and after being posted four (4) days, vacancy will be filled by the senior Engineer making application in writing for same; Engineers will not be permitted to apply for runs just vacated by them unless they had lost the run they had taken through no fault of their own; nor will Engineers be permitted to apply for runs in the same group or set of runs as that in which they are then engaged. Note: In the event a bulletin is lost, causing delay in the assigning of Engineers to runs, no Engineer will be permitted to apply for a run after four (4) days excepting those running out of the point where the posting of the bulletin was delayed.

It is understood that senior Engineers who have not had opportunity to know that such runs are vacant will be given preference if they make application within four (4) days from the time they have been informed.

In the absence of an applicant for any posted run or switch engine, the Engineer on the Engineers' extra board of the district involved who is youngest in point of seniority will be assigned as though he had made application therefor. If that Engineer is not then available, the vacancy, if it exists at the point where the Engineers' extra board is maintained, will be protected from that board until he becomes available; if the vacancy exists at an outlying point, the Engineer who protected it during the posting period will remain thereon until the Engineer to be assigned becomes available, it being understood that the latter shall not be paid for deadheading to or from the point where the vacancy exists. If Engineers younger in point of seniority are subsequently assigned to the Engineers' extra board

involved, and the Engineer who was assigned to the vacancy is still protecting the same, the latter may secure permission from the Master Mechanic to return to the Engineers' extra board, in which event the Engineer then on the Engineers' extra board who is youngest in point of seniority will, as soon thereafter as he is available, be assigned to the vacancy in the same manner, it being understood that the Engineer first assigned will remain at the outlying point until so relieved, and that no deadheading expense will be assumed by the Company by reason of the transfer.

**(See letter agreements of: January 4, 1945, No. 20, page 81, and April 11, 1945, No. 23, page 84.)**

(b) Vacant freight turns will be posted as vacant in bulletin book or on bulletin board at roundhouse for territory affected where vacancy occurs, for four (4) days, and vacancy will be filled by senior Engineer making application in writing for same. Engineers will not be permitted to apply for turns just vacated by them, unless they have lost the turn they had taken through no fault of their own; nor will Engineers be permitted to apply for turns in the same group or set of turns as that in which they are then engaged. Note: In the event a bulletin is lost, causing delay in assigning Engineers to turns, no Engineer will be permitted to apply for a turn, after four (4) days, except those running out of the point where the posting of the bulletin was delayed.

It is understood that Engineers who have not had opportunity to know that such turns were vacant will be given preference if they make application within four (4) days from the time they shall have been informed.

The several Engineers changed in accordance with this Article will revert to their former runs or turns, or to runs or turns that had become vacant to which their seniority would entitle them, unless same had been taken by senior Engineers who had lost their run or turn through no fault of their own; it being understood that after a period of six months Engineers would not be required to revert (as specified above) but would be permitted to take anything their seniority would permit in any class of service as per 3rd paragraph Section (g), Article 2.

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Engineers assigned to the Engineers' extra board must take a regular turn in through freight service out of their home point when their seniority entitles them to it. In the absence of an applicant for a turn in through freight service at an outlying point, the vacancy will be filled in the same manner as that specified in the last paragraph of Section (a) of this Article.

(c) In case an Engineer is disabled by serious sickness or injuries and his attending physician has reason to believe he will not be able to work for thirty (30) days or more, his run or turn shall be posted as vacant until he is able to resume his former position and the several Engineers changed by virtue of this vacancy are to revert to their former runs or turns or to runs or turns that have become vacant to which their seniority would entitle them.

When one of these temporary vacancies becomes permanent through death or permanent disability of the disabled Engineer, or if for some other reason he gives up his run, the run shall be reposted as per Section (a) or (b) of this Article.

The several Engineers changed in accordance with this Article will revert to their former runs or turns, or to runs or turns that had become vacant to which their seniority would entitle them, unless same had been taken by senior Engineers who had lost their run or turn through no fault of their own: it being understood that after a period of six months Engineers would not be required to revert (as specified above) but would be permitted to take anything their seniority would permit in any class of service, as per 3rd paragraph Section (g), Article 2.

#### ARTICLE 5.

Except on short branch runs, or at outlying points where engines do not get to shops, an Engineer in any class of service will remain with his disabled engine until he reaches the end of his run or assigned district, or until an engine can be furnished him; it being understood that when an engine of another train is taken, between terminals, to replace a disabled engine, each Engineer will remain with his own engine, but when a relief engine is sent

from a terminal to replace a disabled engine, the Engineers will exchange engines.

**(See letter agreement of July 21, 1948, No. 62, page 108, and letter agreement of September 16, 1949, No. 68, page 112.)**

#### ARTICLE 6.

The Engineers will be granted by the Mechanical Superintendent, or his representative, upon mutual consent of the parties interested, the right to change runs at terminal points for the purpose of reaching home, provided that no delay or inconvenience results to the Company from such changes. It is also understood that when these changes are made they are to be only temporary.

#### ARTICLE 7.

When a change of district or run requires Engineers to change their residence, or by right of seniority, they will be furnished free transportation for their families and household goods to their new place of residence.

#### ARTICLE 8.

#### **UNASSIGNED SERVICE.**

(a) An Engineers' extra board will be established at all home terminals. Engineers' extra boards may be established at other points, but the Engineers assigned thereto must average 2600 miles per month or they will be returned if they so request; it being understood that, unless older Engineers claim the right to go, the Engineer on the Engineers' extra board at the home terminal who is youngest in point of seniority will be assigned, and will not be paid for deadheading to or from the outlying extra board; and it being further understood that if the Engineer so to be assigned is not then available, the outlying extra board will be protected until he is available by sending the Engineer who is first out on the Engineers' extra board at the home terminal. If Engineers younger in point of seniority are subsequently assigned to the Engineers' extra board at the home terminal, and the Engineer who was assigned to

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the outlying extra board is still protecting the same, the latter may secure permission from the Master Mechanic to return to the home terminal extra board, in which event the Engineer then on the home terminal extra board who is youngest in point of seniority will, as soon thereafter as he is available, be assigned to the outlying extra board in the same manner, it being understood that the Engineer first assigned will remain at the outlying point until so relieved, and that no deadheading expense will be assumed by the Company by reason of the transfer.

**(See letter agreements of: January 4, 1945, No. 20, page 81, and February 18, 1949, No. 65, page 111.)**

(b) Extra Engineers will run first in, first out, on their respective extra boards at their home terminal or on runs governed by their home terminal rights; this to apply to all terminals where extra boards are maintained.

When it becomes necessary to call an extra Engineer to fill an extra or additional crew for the purpose of moving traffic or light engines, such Engineer will be considered as temporarily assigned to chain gang service on that district, and so handled until after the completion of one round trip or return to starting point, it being understood that Article 26 (held-away-from-home-terminal Rule) will apply to such extra Engineers while at the terminal opposite their home terminal, irrespective of the home terminal for that district.

**(See letter agreements of: July 19, 1944, No. 16, page 79, and June 15, 1946, No. 32, page 89.)**

(c) In the event of a shortage of extra Engineers at any home terminal, the Mechanical Superintendent shall hire or promote such Engineers as are available, and whom he considers competent and eligible, at that home terminal, before compelling extra Engineers from other home terminals to accept such service. The Mechanical Superintendent shall, however, have the privilege at any time to offer temporary employment to extra Engineers away from their home terminals, and such extra Engineers shall have the privilege of accepting the same without interfering with their seniority when they return to their respective home terminals.

**(See letter agreement of January 4, 1945, No. 20, page 81.)**

(d) The Mechanical Superintendent, when the work or conditions justify it, may create, at any terminal, the position of extra passenger Engineer or Engineers, who will have preference to all extra passenger work on regular or irregular passenger trains on such territory as may be covered by bulletin, same to be posted as per Section (a), Article 4.

Should the extra passenger Engineer, or Engineers, assigned to this service, be not available, then the emergency work will be given to the oldest available freight Engineer of the district on which the service is to be performed, if he so desires, until the oldest Engineer in preferred or freight service on that district (except passenger or work train Engineers) can be given the run, the latter to retain same until the first available extra passenger Engineer is able to take the run.

When the positions of extra passenger Engineers are abolished, which may be done whenever the Mechanical Superintendent deems it expedient, or when Engineers assigned to these positions give up the runs of their own volition, they will return to their home terminal and take the youngest man's turn or a vacant turn when seniority entitles them to either.

**(See letter agreements of: August 10, 1931, No. 1, page 63, and March 5, 1941, No. 13, page 77.)**

(e) Extra Engineers, when capable, will be entitled to all straight away stub passenger work of 100 miles or less, and all turn-around stub passenger work, no single trip of which exceeds 80 miles, when no extra passenger Engineer is available.

Extra Engineers will also be entitled to all preferred service, except passenger, when regular Engineers are off, or during the posting period except that no extra Engineer will be permitted to select a run or turn, for the Engineer he is representing.

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(See letter agreement of November 30, 1946, No. 42, page 95, and letter agreement of September 16, 1949, No. 67, page 112.)

(f) When an Engineer is needed for service belonging to the Engineers' extra board, and there are no available extra Engineers, the senior available cut-off Engineer with home terminal rights on that territory will be called; it being understood that demoted Engineers holding regular runs as passenger Firemen will not be called on their layover, if other cut-off Engineers are available, unless they have previously notified the Master Mechanic in writing that they desire emergency service as Engineers on such lay-over. The emergency Engineer will continue to be used as such until, in the case of a hired Engineer, an extra Engineer becomes available, or, in the case of a demoted Engineer holding a regular assignment as Fireman, until he can again catch his regular assignment as Fireman, the object being to prevent the demoted Engineer from losing any more time than is necessary.

#### ARTICLE 8½.

#### MILEAGE REGULATION.

(a) In regular and extra passenger service, a sufficient number of Engineers will be assigned to keep the average mileage, or equivalent thereof, between 4000 and 4800 miles per month. In assigned, pooled or chain gang freight, or other service paying freight rates, a sufficient number of Engineers will be assigned to keep the average mileage, or equivalent thereof, between 3200 and 3800 miles per month. If, in any service, additional assignments would reduce earnings below these limits, regulation will be effected by requiring the regularly assigned Engineer or Engineers to lay off when the equivalent of 4800 miles in passenger, or 3800 miles in other road service, has been reached.

(b) On extra lists, a sufficient number of Engineers will be maintained to keep the average mileage, or equivalent thereof, between 2600 and 3800 miles per month; provided that when Engineers are cut off the extra lists and it is

shown that those remaining thereon are averaging the equivalent of 3100 miles per month, Engineers will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 2600 miles per month.

(c) In yard service, regular assigned Engineers will be required to lay off when they have earned the equivalent of 35 days in any month.

(d) Engineers used in combination service as such, will not be permitted to earn in excess of 3800 miles at the through freight rate for engines weighing between 250,000 and 300,000 pounds on drivers.

(e) In order that the Company's service may be protected, it is understood that the mileage limitations specified herein are only effective when relief Engineers are available. If, for any reason, an Engineer exceeds the maximum mileage in any month, such excess will be deducted from the maximum mileage he may be permitted to make in the following month.

(f) In regulating the working lists in the respective classes of service, each list will be handled separately. In the regulation of mileage, neither the minimum nor the maximum is guaranteed.

(g) Each time an Engineer returns to his home point after a trip in other than passenger service, he will correctly register, on the roundhouse register or book to be provided for that purpose, the mileage, including overtime or other earnings reduced to miles, he has made in all classes of service since the first of the current month, and will not be considered available for service until he has done this; it being understood that this does not prohibit the Company from calling such Engineer for service in the event no other Engineers are available, and, further, that the Company shall not be penalized in run-around or other claims by reason of failure to call such Engineer for service. Mileage registered under this rule will be checked at approximate ten-day intervals by the local Chairman, who will notify the Roundhouse Foreman of instances where

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the mileage limitations specified herein are being exceeded, and will work jointly with the Roundhouse Foreman in regulating such mileage.

(h) When, from any cause, it becomes necessary to reduce the number of Engineers on the Engineers' extra list on any seniority district, reductions shall be made in reverse order of seniority, and those taken off may, if they so elect, displace any Fireman their junior on that seniority district; provided, that no reduction will be made so long as Engineers in assigned or extra passenger service are averaging the equivalent of 4000 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, are averaging the equivalent of 3200 miles per month; or on extra lists are averaging the equivalent of 2600 miles per month.

**(See letter agreement of July 7, 1947, No. 45, page 99.)**

(i) Engineers taken off under Section (h) shall be returned to service as Engineers, in the order of their seniority as Engineers, as soon as it can be shown that Engineers in assigned or extra passenger service can earn the equivalent of 4800 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, the equivalent of 3800 miles per month; or in extra service the equivalent of 3100 miles per month.

(j) Hired Engineers cut off of the Engineers' extra lists will retain all seniority rights, provided they return to service as such within thirty (30) days from date of notification that their services are required.

(k) It is understood that no expense will be incurred by the Company through the application of this Article.

## **GENERAL.**

### **ARTICLE 9.**

The record of Engineers shall be correctly kept in the Division Superintendents' offices, and all changes in the rank or record of Engineers must be correctly noted thereon and will be open to the inspection of the Officers of the Company and the Engineer affected only, unless

authority be given by such Engineer in writing. Engineers shall be notified of any charges against their record. No demerit marks shall be charged against an Engineer's record until after first giving him a proper investigation, or unless he has in writing waived the investigation and agreed to the charges against his record. In case investigations are held Engineers shall inquire the result of the same, which upon being given them and also when they agree to waive investigation, agreeing to accept charges against their record, will be considered proper notice.

#### ARTICLE 10.

(a) No Engineer shall be discharged or held off duty, on any charge whatever, without first having a fair and impartial hearing and his guilt established, with the exception of aggravated cases. There shall be a Board of Inquiry composed of Superintendent, Master Mechanic, or their representatives and one disinterested Engineer, to investigate promptly all charges of misconduct on the part of an Engineer. The Engineer who is being investigated shall be given reasonable notice in writing as to the object of the investigation.

The right of appeal from local to General Officers, as also the right of Engineers to act on a Committee of Conference, will be duly recognized and leave of absence and free transportation will be granted for that purpose to points on this system. When statements are taken by stenographer, there shall be a copy furnished the disinterested Engineer; provided, that the same shall not be used without the consent of the Company for any other purpose than the investigation and any appeal made therefrom under this contract. The party supposed to be responsible shall be the first witness called and shall be allowed to remain and hear all testimony. If any witness, other than the party supposed to be responsible, remains present at any investigation, or any part thereof, any other witness or witnesses desiring to do so, after giving their testimony, may also remain present at such investigation, but no person or persons other than members of the Board of Inquiry, shall be permitted to interrogate any witness or otherwise take part in the determination of the matter which is the

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subject of such investigation. No person or persons shall be allowed to be present at any investigation other than said Board of Inquiry named, and the actual witnesses, if there is any objection by any member or the Board of Inquiry or any witness.

If Engineer is dismissed and the dismissal is found to be unjust, he shall be reinstated and compensated for the wage loss, if any, suffered by him. If Engineer should be on extra board, the wage loss, if any, suffered by him shall be calculated on the basis of through freight rate for engines weighing between 100,000 and 140,000 pounds on drivers, multiplied by the number of calendar days out of service, less amounts earned in other employment; the Engineer to go to the bottom of the board.

**(See letter agreement of June 4, 1946, No. 26, page 85.)**

(b) Notice of first appeal must be made within twenty days after decision by Board of Inquiry is given. Notice of subsequent appeals must be given within twenty (20) days, or same will not be recognized; each notice to be made in writing. The last decision rendered will be final, unless notice of appeal is given in accordance herewith. All notices of appeal must be given to the person appealed from as well as the person appealed to.

If the Committee, whose duty it would be to decide whether or not appeal should be taken, is engaged in committee work which would prevent it from taking immediate action, an extension of time will be given by party appealed to upon application, such extension of time, however, not to exceed twenty days.

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**(Section 17--National Conference Committee Settlement of August 11, 1948, effective November 1, 1948.)**

(c) **All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within sixty days from the**

date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

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

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

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

(g) This rule recognizes the right of representatives of the organizations parties hereto to file and prosecute

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**claims and grievances for and on behalf of the employees they represent.**

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

**Note: With respect to all claims or grievances which arose or arise out of occurrences prior to November 1, 1948, such claims or grievances must be made on or before April 1, 1949, in the manner provided for in paragraph (c) hereof and if not progressed pursuant to the provisions of paragraphs (d) and (e) of this rule, the claims or grievances shall be barred. This provision does not apply to claims or grievances already barred under existing agreements.**

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ARTICLE 11.

(a) Where Engineers are dismissed from the service, except through reduction of force, and are re-employed after a period of six months, they shall rank as new men, but if re-employed within six months, they shall be restored to their former rights, if the Officers of the Company see fit to do so; if they voluntarily leave the service to engage in other business, or to work on other roads, and are subsequently re-employed on this road, they shall rank as new men and be assigned to service and subject to condition of that rank, unless otherwise mutually agreed upon by Mechanical Superintendent and the men affected.

The several Engineers changed in accordance with this Article will revert to their former runs or turns, or to runs or turns that had become vacant to which their seniority would entitle them, unless same had been taken by senior Engineers who had lost their runs or turns through no fault of their own, it being understood that after a period of six months, Engineers would not be required to revert (as specified above) but would be permitted to take anything their seniority would permit in any class of service, as per 3rd paragraph, Section (g), Article 2.

(b) Engineers employed by contractors hold no rights in Company's service. If assigned by Company to contrac-

tor's service, they retain original rights in Company's service and are to be paid according to Engineers' Contract.

#### ARTICLE 12.

(a) Engineers will be called one hour and thirty minutes before leaving time, or as near as possible thereto.

(b) When Engineers have been called to go out, and for any reason other than their own act do not go out, if held on duty less than four hours, they will be paid one-half day, and stand first out. If held more than four hours, they will be paid one day and go behind other Engineers at that point.

(c) Where Engineers are called and then report sick, or remain out of service claiming to be sick, the Master Mechanic, if he has reason to doubt the validity of the claim, shall have the right to require them to furnish satisfactory evidence that they are unfit for duty.

(d) Extra Engineers laying off or missing a call shall not be permitted to report for duty for a period of twelve hours from time they laid off or missed a call. Caller will so indicate on the roundhouse register. Engineers laying off or missing a call will be required to report for duty before being considered available for service, except in cases of emergency. This also applies to extra passenger Engineers.

**(See letter agreement of September 11, 1944, No. 18, page 80.)**

#### ARTICLE 13.

(a) Engineers shall not be required to go on duty when they need rest, and are expected to judge for themselves whether they need rest or not. When Engineers feel that they require rest, and will be unable to go out, they must register the same in a book provided for that purpose when they register their arrival. Ten hours will be considered sufficient rest, at the expiration of which time they shall be ready for service on any turn.

In case an Engineer calls for rest, he is eligible and shall be called for a preferred run after he shall have secured ten hours' rest in case opportunity offers, and provided his seniority entitles him to the run.

**(See letter agreement of June 15, 1946, No. 33, page 90.)**

#### ARTICLE 14.

In all classes of service, Engineers' time will commence at the time they are required to report for duty, and shall continue until the time the engine is placed on the designated track or they are relieved at terminal. Arrival time to be taken from roundhouse register.

**(See letter agreement of July 27, 1948, No. 63, page 108.)**

## ARTICLE 15.

**PASSENGER SERVICE.****Rates of Pay.**

(a)

Weight on Drivers (Pounds)	Rates per Day
	ENGINEERS
Less than 80,000 .....	\$12.06
80,000- 100,000 .....	12.06
100,000- 140,000 .....	12.15
140,000- 170,000 .....	12.23
170,000- 200,000 .....	12.32
200,000- 250,000 .....	12.41
250,000- 300,000 .....	12.49
300,000- 350,000 .....	12.58
350,000- 400,000 .....	12.66
400,000- 450,000 .....	12.75
450,000- 500,000 .....	12.84
500,000- 550,000 .....	12.92
550,000- 600,000 .....	13.01
600,000- 650,000 .....	13.09
650,000- 700,000 .....	13.18
700,000- 750,000 .....	13.26
750,000- 800,000 .....	13.35
800,000- 850,000 .....	13.43
850,000- 900,000 .....	13.52
900,000- 950,000 .....	13.60
950,000-1,000,000 .....	13.69
	with 8¢ and 9¢ alternately added for each additional 50,000 lbs. or fraction thereof.
Mallets regardless of weight .....	13.07

Weights on all other power driven wheels will be added to the weight on drivers of locomotives that are equipped with boosters, and the weights so produced by such increased weights shall fix the rates for the respective classes of service.

NOTE:--Where locomotive is equipped with trailer truck booster, the total weight on all trailer wheels will be added. Where locomotive is equipped with tender booster, total weight on truck so equipped will be added to weight on drivers.

Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into next higher wage bracket.

(b) In all passenger service, the earnings of Engineers, from mileage, overtime or other rules applicable, shall be not less than \$12.97 for each day service is performed.

In applying the \$12.97 minimum for Engineers in passenger service, it is intended that on assignments where they run so as to make only the equivalent of a single trip in one direction each day, they shall be paid the guaranteed minimum for each single trip.

For example: On a 100 mile division, Engineers double the road Monday, lay over Tuesday, double Wednesday, and lay over Thursday, etc. They will be allowed the minimum for each leg of their turn-around trip.

On the same division, other Engineers double the road Monday and Tuesday, and lay over Wednesday, double Thursday and Friday, and lay over Saturday. These Engineers make the equivalent of four single trips every three days and, therefore, are not entitled to the minimum for each trip.

(c) Engineers employed on electric locomotives in passenger service will be paid the rates shown in preceding table, based upon weights on drivers. In the application of the rates for various driver weights in electric locomotive service, the total weight on drivers of all units operated by one engine crew shall be the basis for establishing the rate.

(d) Electric car service, whether operated in multiple unit or single unit, will be paid minimum rate in preceding table.

(e) All motor cars used in passenger service operated under train rules by Engineers, regardless of whether operated by gasoline, steam, electricity or other motive power, to be paid minimum rate in preceding table.

**Basic Day.**

(f) One hundred miles or less (straight-away or turnaround) five hours or less, except as provided in Section (g) of this Article, shall constitute a day's work, miles in excess of 100 will be paid for at the mileage rate provided according to class of engine.

(g) **(Revised to conform to Section 7 of National Conference Committee Settlement of August 11, 1948, effective September 1, 1948.)**

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

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Overtime in short turn-around passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided, according to class of engine.

Example (1): Crew goes on duty at Cleburne at 6 A.M.; arrives at Dallas at 11 A.M.; leaves Dallas at 11:59 A.M. (relieved at Dallas 59 minutes); arrives at Cleburne and

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finally released at 4 P.M.; total time on duty 10 hours; distance run 107 miles.

Allowed 107 miles and two hours overtime.

Example (2): Crew goes on duty at Cleburne at 6 A.M.; arrives at Dallas at 11 A.M. (relieved at Dallas 61 minutes); leaves Dallas at 12:01 P.M.; arrives at Cleburne and is finally released at 4 P.M.; total time on duty 10 hours; distance run 107 miles.

Allowed 107 miles and 1 hour overtime.

Example (3): Crew goes on duty at Galveston at 7 A.M.; arrives at Beaumont at 4 P.M. (relieved at Beaumont one hour); leaves Beaumont at 5 P.M.; arrives at Galveston and finally released at 7 P.M.; total time on trip 12 hours; distance run 154 miles.

Allowed 154 miles and 4 hours overtime.

Example (4): Crew goes on duty at Galveston at 7 A.M.; arrives at Beaumont at 11 A.M. (relieved at Beaumont 4 hours); leaves Beaumont at 3 P.M.; arrives at Galveston and finally released at 7 P.M.; total time on trip 12 hours; distance run 154 miles; but on this trip crew hostles engine to roundhouse for which they receive 1 hour.

Allowed 154 miles and 3 hours overtime; also 1 hour for hostler work at Beaumont, as this character of work is not a part of and does not come under the 8 within 9 hours rule.

(h) Engineers on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at the end of the 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 5 hours from the time of first reporting for duty.

Overtime under this section shall be paid for on the minute basis at a rate per hour of not less than one-eighth

of the daily rate herein provided, according to class of engine.

Provisions of Section (g) will not apply to this Section.

(i) Engineers in passenger service required to handle one or more freight cars in their train will be allowed through freight pay for the distance handled; not to include cars with express matter.

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**(j) (Initial Terminal Delay--Passenger Service--Section 10--National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)**

**(1) Initial terminal delay shall be paid on a minute basis to engineers in passenger service after one (1) hour's unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8th) of the basic daily rate, according to class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.**

**Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the one (1) hour period after which initial terminal delay payment begins.**

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

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

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**(Final Terminal Delay--Passenger Service--Section 12--National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)**

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(4) In passenger service (except as provided for in paragraph (5) of this rule) all time, in excess of 30 minutes, computed from the time train stops at the final terminal passenger station until finally relieved from duty, shall be paid for as final terminal delay; provided that should train be stopped behind another train standing at or waiting to reach the final terminal passenger station, or be held out of that station for any other reason after entering final terminal, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

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

(5) If the passenger train terminates at a point other than a final terminal passenger station, all time, in excess of 30 minutes, computed from the time train stops at such point until finally relieved from duty, shall be paid for as final terminal delay; provided that should train be stopped behind another train standing at or waiting to reach such point, or be held out of or away from that point for any other reason after entering final terminal, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

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

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

(7) All final terminal delay, computed as provided for in this rule, shall be paid for, on the minute basis, at one-

**eighth (1/8th) of the basic daily rate, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this rule.**

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

**Note: The phrase "relieved from duty" as used in this rule includes time required to make inspection, complete all necessary reports and/or register off duty.**

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

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(k) Except as provided in Section (m) of this Article, Engineers on regular passenger trains whose schedule holds them at any station one hour or more, will receive pay at \$1.21 per hour, for all time so held for taking charge of engines, unless Hostlers are furnished. (This Section does not apply to turn-arounds.)

(l) The Company shall furnish Hostlers to take passenger engines to and from trains at Galveston and Cleburne; and at Temple when it can be done without additional hostler service. When Hostlers are not furnished at latter point, Engineers will be allowed one hour, at the rate of 12½ miles per hour, for that service.

**(See letter agreements of: November 30, 1946, No. 42, page 95, and June 29, 1948, No. 50, page 102.)**

(m) This contract does not contemplate the duplication of arbitraries or special allowances in payment of passenger overtime; i.e., the arbitraries or special allowances or the road overtime, whichever is the greater, will be paid.

ARTICLE 16.

**FREIGHT SERVICE.**

**Rates of Pay.**

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

Weight on Drivers (Pounds)	Rates per Day
	ENGINEERS
Less than 140,000 .....	\$12.97
140,000- 200,000 .....	13.40
200,000- 250,000 .....	13.57
250,000- 300,000 .....	13.72
300,000- 350,000 .....	13.87
350,000- 400,000 .....	14.08
400,000- 450,000 .....	14.29
450,000- 500,000 .....	14.50
500,000- 550,000 .....	14.71
550,000- 600,000 .....	14.89
600,000- 650,000 .....	15.07
650,000- 700,000 .....	15.25
700,000- 750,000 .....	15.43
750,000- 800,000 .....	15.61
800,000- 850,000 .....	15.79
850,000- 900,000 .....	15.97
900,000- 950,000 .....	16.15
950,000-1,000,000 .....	16.33
	with 18¢ added for each additional 50,000 lbs. or fraction thereof.
Mallets less than 275,000 .....	14.54
Mallets 275,000 lbs. and over ...	14.77

Weights on all other power driven wheels will be added to the weight on drivers of locomotives that are equipped

with boosters, and the weights so produced by such increased weights shall fix the rates for the respective classes of service.

NOTE: --Where locomotive is equipped with trailer truck booster, the total weight on all trailer wheels will be added. Where locomotive is equipped with tender booster, total weight on truck so equipped will be added to weight on drivers.

Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into next higher wage bracket.

Above rate table revised in conformity with Section 1 of the National Conference Committee Settlement of August 11, 1948. See page 113.

(b) For local or way-freight service, 58 cents per 100 miles or less for Engineers shall be added to the through freight rates, according to class of engine; miles over 100 to be paid for pro rata.

(c) (1) Engineers of regular assigned switcher trains, or trains run primarily for the purpose of relieving local freight trains of station switching, will be paid the through freight rate according to class of engine used, plus a differential of 58 cents per 100 miles or less.

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**(Section 15 National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)**

**(2) Engineers in through or irregular freight service required to pick up and/or set off a car or cars at three or more points, or, when the time actually consumed in picking up and/or setting off exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty will be paid local freight rates for the entire service performed. The following shall not be considered picking up and/or setting off cars for the purpose of this rule:**

**(a) Picking up or setting off cabins or caboose cars at initial or final terminal.**

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- (b) **Picking up cars at first point or setting off cars at last point at which cars are picked up or set off respectively, within the initial or final terminal.**
  - (c) **At foreign line junction points not exceeding four in number, when interchange cars only are picked up and/or set off.**
  - (d) **Setting out defective cars at any point.**
  - (e) **Doubling hills.**
  - (f) **Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to established engine ratings.**

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

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

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

- (5) There shall be no conversion except as specifically covered by this rule.**
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**(See letter agreements of: January 8, 1947, No. 43, page 98; April 14, 1948, No. 49, page 101, and July 1, 1948, No. 53, page 103.)**

(d) If a type of locomotive is introduced on a railroad which formerly was not in use on that railroad, and the rates herein provided are less than those in effect on other roads in the territory, the rates of the other roads shall be applied.

(e) Road Engineers 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, with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

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

#### **Basic Day and Overtime.**

(f) In all classes of service covered by Section (a) of this Article, 100 miles or less, eight hours or less (straightaway or turn-around) shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

**(See letter agreements of: July 28, 1944, No. 17, page 80, and July 19, 1948, No. 57, page 105.)**

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

(h) Mixed runs, handling passenger and through freight only, to be paid through freight rate according to class of engine used; and mixed runs handling way freight to be

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paid local rate according to class of engine used (not to apply to Engineers on sections of local and mixed trains which do not do regular local work).

(i) For circus trains, show trains, or inspection trips, regular freight rates will be paid according to class of engine used, it being understood that each run between points designated shall constitute 100 miles unless more miles are made; it is the understanding that 100 miles will be the minimum paid per calendar day while so engaged. In addition to this, twelve and one-half (12½) miles per hour shall be allowed for the time consumed in switching, or where used in loading or unloading at beginning or ending of each run. In case engine watchman is not provided for watching engine at other than terminal point, the Engineer shall arrange for either his Fireman or himself to watch the engine; in case the Engineer performs this service, he shall be paid \$1.24 per hour for time so engaged; in case of inspection trips, it is understood that this rule will apply only at points where train is tied up for the night. Engineers going to some intermediate point to get a circus train, or returning from such point after delivering a circus train, will be paid actual time, or mileage, whichever is the greater, from the time they leave the terminal until they leave with the circus train, or vice versa.

**(See letter agreement of July 16, 1948, No. 56, page 105.)**

(j) Engineers handling demonstration or educational trains will be paid 160 miles at through freight rates, with overtime after 11 hours and 12 minutes, for each move; it being understood that a move shall be considered as from starting point to tie-up point, from tie-up point to the next tie-up point, and so on. If held at any point other than their home terminal for 24 hours or more, they will be paid 100 miles for each complete 24-hour period so held; it being understood that the provisions of the held-away-from-home-terminal and tied-up-between-terminal rules shall not apply to Engineers in this service.

(See letter agreements of: June 10, 1946, No. 29, page 88; June 11, 1946, No. 30, page 88; July 5, 1946, No. 31, page 89; November 25, 1947, No. 48, page 101; July 16, 1948, No. 55, page 104, and July 21, 1948, No. 61, page 107.)

ARTICLE 17.

(a) In computing time, Engineers will be allowed 100 miles per through trip in each direction between Temple and Cleburne, Cleburne and Gainesville; also between Paris and East Dallas, Somerville and Cleveland, Bellville Yard and Houston via Alvin, Silsbee and Port Bolivar for trains which make those points their terminals. For straight trips between Brownwood and San Angelo 100 miles will be allowed, unless more than 100 miles are made, then actual mileage will be paid.

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(b) **Initial Terminal Delay--Section 11--Through Freight Service--National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)**

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

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

**Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fif-**

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teen (15) minutes after which initial terminal delay payment begins.

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

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

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

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(c) (Final Terminal Delay--Freight Service Section 13--National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)

(1) In freight service all time, in excess of 30 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard track where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped because of yard conditions at final terminal, or by a preceding train waiting in or to enter yard, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

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

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

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

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

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

**Note:** The question as to what particular service is covered by the designations used in paragraph (5) shall be determined on each individual railroad in accordance with the rules and practices in affect thereon.

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

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

**Note:** The phrase "relieved from duty" as used in this rule includes time required to make inspection, complete all necessary reports and/or register off duty.

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(e) Excepting payments under rules applying to work performed at initial and final terminals, and to final terminal delays, all arbitraries and special allowances applying to road service other than passenger, under rules, regulations, or practices, which conflict with the payment of single time, in miles or hours, from the time required to report for duty until released from duty at the end of the trip shall be eliminated.

(f) Where the special payments under the rules, regulations, or practices which are retained under Section (e) have been allowed independently or separately from the trip, they will continue to be so allowed, but at the former rates.

NOTE:--In calculating the time engaged in switching under the rules, regulations or practices which are retained under Section (e), it is understood that the time will be continuous from the time the work is begun until it is completed and train is coupled together.

**(See letter agreements of: December 31, 1934, No. 4, page 66, and April 27, 1938, No. 5, page 68.)**

(g) Engineers will receive for switching and hostler work compensation per day, at the rate of 12½ miles per hour, as follows: Honey Grove, three hours; Pauls Valley, two hours; East Dallas and Dallas, one hour; Sulphur, two hours; Shawnee, one hour for passenger trains only; Matagorda, one hour; Sealy, one hour; Longview (for passenger trains 201 and 202), one hour; Kirbyville (for passenger trains 291 and 292), one hour; Oakdale, one hour; Beaumont, one hour; Conroe, one hour; San Augustine, one hour; Sterling City, one hour; Lometa, one hour; Eden, one hour. This applies to regularly assigned trains which have terminals at these points where no Hostlers are employed, it being understood that this additional time shall be added to the eight hours per day before overtime on the run shall accrue, except at Dallas and East Dallas. Time consumed in taking engine to designated track not to be paid for at these points when Engineer is paid for hostling.

(See letter agreements of: November 14, 1932, No. 2, page 64; December 7, 1942, No. 15, page 78; June 7, 1946, and February 26, 1947, No. 27, page 87; June 10, 1946, No. 28, page 88; November 30, 1946, No. 42, page 95; June 29, 1948, No. 51, page 102; July 19, 1948, No. 58, page 106; July 19, 1948, No. 59, page 106, and June 11, 1949, No. 66, page 112.)

(h) Engineers of through, local or mixed freight trains required to do switching service, for thirty minutes or more, at their terminal will be paid extra for such service at the rate of 12<sup>1</sup>/<sub>2</sub> miles per hour; thirty minutes or over, and less than one hour, will be computed as one hour.

(i) In computing special allowances, other than initial and final terminal delays, any fraction of an hour less than thirty (30) minutes shall not be counted, thirty (30) minutes or more shall be counted as one hour.

(j) Except on Duff, Venable, Wayne and Horton Hills, engines will be rated according to the tonnage they can haul between and over the various grades on the district to which assigned. If at any time engines are unable to handle their rating, and have to double, mileage of all doubles will be added to mileage of trip, and they will be allowed to reduce train at the next maximum grade by setting out empties or low grade freight after first securing permission from Train Dispatcher, through their conductors, which should be done before reaching the next maximum grade. If necessary, day operators should be called in order to get such permission, and Engineers will report cause of engine failure to the Master Mechanic on arrival at terminal.

**(See letter agreement of July 9, 1946, No. 38, page 91.)**

(k) When Engineers are required to make an emergency side or lap-back trip between their terminals, miles made will be added to the mileage of the regular trip and paid for on continuous basis. This will not permit running crews into and out of initial or final terminal, except as specifically provided for in other rules of this agreement.

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**(See letter agreements of: November 27, 1946, No. 40, page 94, and October 14, 1947, and June 10, 1949, No. 47, page 100.)**

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

#### ARTICLE 18.

Engineers on all engines regularly assigned to helper service between designated points, one of which will be designated as home terminal for such service, shall be paid as per Section (a), (f) and (g) of Article 16. Time of Engineers in helper service commences at the time required to report for duty and will end when engine is placed on designated track or Engineer is released, and in case they are not called into service within any twenty-four-hour period they will be allowed eight hours pay; if an Engineer shall have been in actual service less than eight hours, and for any reason of his own does not render further service, actual miles or hours, whichever is the greater will be allowed.

**(See letter agreements of: July 3, 1946, No. 35, page 90, and July 26, 1948, No. 36, page 91.)**

#### ARTICLE 19.

Engineers in pool or irregular freight service may be called to make short trips and turn-arounds, with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles, with a minimum of 100 miles for a day, provided, (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that Engineers shall not be required to begin work on a succeeding trip out of the

initial terminal after having been on duty eight consecutive hours, except as a new day, subject to the first in, first out rule or practice.

**(See letter agreement of March 18, 1942, No. 14, page 77.)**

#### ARTICLE 20.

(a) Engineers on branch runs will make as much mileage on such branches as business requires and each day in engine service, if the mileage made does not equal 100 miles, 100 miles will be paid for. If more than 100 miles are made, actual mileage will be paid for. Engineers assigned to branch runs will be paid actual mileage or hours, whichever is the greater, in addition to branch mileage, for service performed off the branch to which they are assigned, except when making short runs for fuel or water. If no service is performed on branch on dates performing service off the assigned branch, pay will be made as per Article 15, Article 16, and Article 19, as the case may be.

(b) On branch runs where engines do not run into terminals where repairs can be made on engine, Engineer will be paid 77 cents per hour for doing necessary work on his engine not pertaining to his calling as an Engineer; Mechanical Superintendent to be judge as to this.

**(See letter agreements of: April 28, 1937, No. 7, page 69; July 28, 1944, No. 17, page 80, and April 9, 1945, No. 22, page 83.)**

#### ARTICLE 21.

(a) Engineers on regularly assigned work trains (trains that are on for seven consecutive days or more) shall receive one day's pay for each day when not called for duty, including Sunday. Engineers engaged in irregular work service shall receive one day's pay when not called for duty, including Sunday.

(b) Engineers of all work trains, when required to do so, will run through terminals without regard to crews of other districts. No work or ballast train will be allowed turn-around rates, as per Article 19.

(c) The company shall furnish watchman to care for engines in regular work train service in all cases and for engines in irregular work train service at the very first opportunity. Engineers in irregular work train service will arrange for either their Firemen or themselves to care for the engines until arrival of the watchman; in case the Engineer performs the service, he shall be paid \$1.24 per hour for the time so engaged.

(See letter agreement of July 3, 1946, No. 34, page 90.)

ARTICLE 22.

**YARD SERVICE.**

**Rates of Pay.**

(a)

Weight on Drivers (Pounds)	Rates per Day
	ENGINEERS
Less than 140,000 .....	\$12.97
140,000- 200,000 .....	13.40
200,000- 250,000 .....	13.57
250,000- 300,000 .....	13.72
300,000- 350,000 .....	13.87
350,000- 400,000 .....	14.08
400,000- 450,000 .....	14.29
450,000- 500,000 .....	14.50
500,000- 550,000 .....	14.71
550,000- 600,000 .....	14.89
600,000- 650,000 .....	15.07
650,000- 700,000 .....	15.25
700,000- 750,000 .....	15.43
750,000- 800,000 .....	15.61
800,000- 850,000 .....	15.79
850,000- 900,000 .....	15.97
900,000- 950,000 .....	16.15
950,000-1,000,000 .....	16.33
	with 18¢ added for each additional 50,000 lbs. or fraction thereof.
Mallets less than 275,000 .....	14.54
Mallets 275,000 lbs. and over ...	14.77

Weights on all power driven wheels will be added to the weight on drivers of locomotives that are equipped with boosters, and the weights so produced by such increased weights shall fix the rates for the respective classes of service.

NOTE:--Where locomotive is equipped with trailer truck booster, the total weight on all trailer wheels will be added. Where locomotive is equipped with tender booster, total weight on truck so equipped will be added to weight on drivers.

Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into next higher wage bracket.

Above rate table revised in conformity with Section 2 of the National Conference Committee Settlement of August 11, 1948. See page 114.

#### **Basic Day.**

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

#### **Overtime.**

(c) (1) 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 (any rules to the contrary to be changed accordingly), all time worked in excess of eight hours' continuous service in a 24-hour period shall be paid for as overtime, on the minute basis, at one and one-half times the hourly rate, according to class of engine.

This rule applies only to service paid on the hourly or daily basis and not to service paid on mileage or road basis.

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**(2) (Section 9 of National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)**

**Overtime rate in yard service--Extra engineers.**

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

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

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

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

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

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

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

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

**of service, except where there is another man available to perform the work at pro rata rate.**

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### **Assignments.**

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

### **Starting Time.**

(e)

(1) Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least twenty-four (24) hours' advance notice.

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

(3) Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Paragraph 2.

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

(5) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Paragraphs (2) or (4).

(6) At points where only one yard crew is regularly employed, they can be started at any time, subject to Paragraph (1).

(7) Where mutually agreeable, on account of conditions produced by having two standards of time, starting

time may be changed one hour from periods above provided.

(8) Exceptions to starting time rules may be agreed upon by the management and general committee to cover local service requirements.

#### **Calculating Assignments and Meal Periods.**

(f) 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 for preparatory or individual duties.

#### **Point for Beginning and Ending Day.**

(g) Provisions of existing rules that there shall be a specified point for either going on or off duty, or both, are not affected by anything herein; but schedules having no such rules shall be modified to provide that yard crews shall have a designated point for going on duty and a designated point for going off duty.

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

#### **Lunch Time.**

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

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

#### **Arbitraries and Special Allowances.**

(j) Where it has been the practice or rule to pay a yard engine crew or either member thereof arbitraries or special

allowances, or to allow another minimum day for extra or additional service performed during the course of or continuous after the end of the regularly assigned hours, such practice or rule is hereby eliminated, except where such allowances are for individual service not properly within the scope of yard service, or as provided in Section (k).

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

NOTE:--A road crew is available when rest is up and is subject to call.

**(See letter agreements of: November 27, 1946, No. 41, page 94; July 16, 1948, No. 54, page 104, and July 19, 1948, No. 60, page 106.)**

(l) When road Engineers are temporarily used in yard service, wages and conditions of yard service will apply.

(m) Engineers who are assigned to and operate shop-yard engines will be paid the yard rates of wages and operated under the yard-service rules. This order is without prejudice to the seniority rights of employes who are now assigned to shop-yard engines. Only as vacancies occur and new positions are created for Engineers they will be filled from the seniority rosters of the Engineers.

**(See letter agreements of: July 3, 1946, No. 37, page 91, and July 10, 1946, No. 39, page 92.)**

#### ARTICLE 23.

(a) Except as otherwise provided in this Article, vacancies for Switch Engineers will be posted for a period of four (4) days at all terminals on the territory affected, and the senior Engineer making application in writing for same

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will be assigned. Engineers in yard service prior to December 1, 1919, will be known as permanent Switch Engineers and will rank as senior Engineers in yard service, but will hold no rights in road service.

(b) Permanent Switch Engineers have Division rights under each Master Mechanic and, excepting as restricted by Paragraphs 1, 2, 3 and 5 of this Section (b), may exercise those rights in applying for posted vacancies.

(1) Permanent Switch Engineers will have designated home yards and will be restricted in the exercise of seniority to such home yards, except in bidding for posted vacancies, or as provided in paragraph 2; it being understood that a permanent Switch Engineer making application for and accepting assignment to a posted vacancy in other than his home yard will establish the new yard as his home yard.

(2) Any permanent Switch Engineer who is unable to hold a regular switch engine in his home yard by right of seniority shall have the right to exercise his seniority in any yard on his division, but when a regular job again becomes available in his home yard, he may return and take same in preference to senior Engineers not then employed in his home yard; it being understood that after a permanent Switch Engineer elects not to return to his home yard under those circumstances, he establishes the new yard as his home yard and cannot then avail himself of the privilege of returning to his original yard under the provisions of this paragraph.

(3) A change of two hours or more in the starting time of any shift, or a change from an eight-hour shift to a nine-hour shift, or vice versa, will give the affected Switch Engineer, if a permanent Switch Engineer, the right to exercise his seniority and take any shift in the yard that is held by a junior Engineer; if a road Engineer, the right to exercise his seniority. The surrendered shift will be posted in that yard only.

(4) Switch engines placed in service for more than five consecutive days will be posted as per Section (a) of this Article.

(5) When the working days of a yard assignment are increased or decreased, that assignment will be declared vacant and posted in that yard only.

(6) Switch engine assignments reduced to less than six days per week will not be considered regular assignments. If such assignments have been held by permanent Switch Engineers, they may, if they so desire, surrender them and take any shift in the yard held by a junior Engineer. If those assignments are held by road Engineers, they may, if they so desire, surrender them and exercise their seniority.

(c) There shall be no more extra permanent Switch Engineers assigned to the respective yards than are necessary to properly man the engines. Should the extra permanent Switch Engineers feel themselves aggrieved by the assignment of too many extra permanent Switch Engineers to the yard in which they are employed, they may complain in writing to the Master Mechanic, who, should the circumstances warrant, will equalize the board by transferring extra permanent Switch Engineers to other yards on that Division, if vacancies exist therein. If a further reduction of the board is necessary, and an application for such reduction is signed by not less than fifty (50%) per cent of the men affected, the Master Mechanic will lay off the youngest permanent Switch Engineer in that yard. Men so displaced will retain their seniority as permanent Switch Engineers, provided they return to service as such when called upon by the Master Mechanic.

(d) In order to provide employment for Engineers and/or Firemen who may become incapacitated for service as such but are able to render efficient service as Hostlers, the Company has reserved the right to fill fifty (50%) per cent of the Hostlers' positions from the ranks of incapacitated Engineers and/or Firemen, as vacancies occur, in preference to men not incapacitated; it being understood that Engineers accepting positions as Hostlers under this Section will be governed by the rates of pay and working conditions provided for such positions in the agreement between the Company and its Firemen. Should an incapacitated Engineer become able to return to service as Engineer, his former rights will be restored, and he must return to such service.

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**(See letter agreement of January 26, 1949, No. 64, page 108.)**

**MISCELLANEOUS.**

**ARTICLE 24.**

(a) Engineers running light will be paid according to class of train and engine over each district. Engineers running with light engine, or with engine and caboose or buffer, unless run as a section of a passenger train, will be considered as unclassified service as per Article 16, Section (a).

**(See letter agreement of June 30, 1948, No. 52, page 102.)**

(b) If Engineers, taking engines to or from shops, are held at any point or district terminal to receive or deliver any engine, they shall be paid \$6.65 for each 24 hours so held.

**(See letter agreement of April 29, 1936, No. 6, page 68.)**

**ARTICLE 25.**

(a) No Engineer will be tied up between terminal points, except as required by law, without receiving overtime pay, except Engineers on regular or irregular work trains, circus, show or inspection trains, or demonstration or educational trains.

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

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

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

(e) A continuous trip will cover movement straightaway 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.

(f) Engineers and Firemen in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, fifty (50) miles pay; for more than fifty (50) miles and up to one hundred (100) miles, or over four (4) hours and up to eight (8) hours, one hundred (100) miles pay; over one hundred (100) miles, or over eight (8) hours, at schedule rates. It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

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

(h) If any service is required of an engine crew, or if held responsible for the engine, during the tie-up under the law, they will be paid for all such service.

(i) The foregoing Article constitutes an agreement for this Railway Company and its Engineers as to runs that are tied up in conformity with the law, and becomes a part of the schedules or agreement of this road, and subject to its provisions as to amendment by mutual consent. Nothing herein contained shall be construed to amend or annul any rule in the various agreements with this road.

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(The foregoing Sections (b) to (i) inclusive were taken from the Chicago Agreement, effective April 1, 1908.)

(j) Crews operating under the Federal Sixteen-Hour law, in accordance with the Agreement above quoted, shall not be tied up without pay until after they have been 14 hours or more on duty. The Company will have the right to tie them up without pay after the expiration of the 14-hour limit, and under such conditions they will not be paid while tied up.

In following out the provisions of the law, and in observance of the agreement between the Labor Organization and General Managers at Chicago, it is to be understood that if crews are tied up, as per examples below, a greater length of time than the law prescribes, they shall be paid for the excess.

Example No. 1: A crew is tied up for ten hours' rest at 12 o'clock noon. They are not to receive any pay between 12 o'clock noon and 10 P.M., but their time begins at 10 P.M., whether the train is moving or not.

The same rule, of course, applies to a case where they are tied up for only eight hours' rest, and it is understood that the company has the privilege of tying them up for either eight or ten hours, in accordance with the greater amount of rest necessary by any member of the crew.

The question was brought up regarding the running of turn-arounds from Silsbee to Plantersville and return to Silsbee, the distance being 218 miles. The members of your committees complain that this run is too long. We will hereafter either run crews from Silsbee to Plantersville and stop them there, or else make a turn-around of the crew from Silsbee to Plantersville and back to Conroe. If the latter is done, we will begin a new run from Conroe, when the crew is again called for service, and pay the mileage or time, as the case may be, under your respective schedules, as of a new trip. It being understood that Plantersville is to be considered as a terminal only for trains that are operated from Silsbee and known as "Plantersville set-outs."

The company reserves the right to change the destination of any train without establishing a new run, after the train has departed from its point of origin and at any time before it reaches its originally proposed destination or before the crew is released for rest.

Example No. 2: A train leaves Temple for Somerville turn. Before the train reaches Somerville, or after it arrives at Somerville and before the crew is released for rest, we reserve the right to change the destination of the train, as we may see fit, without paying anything but straight time.

Such Articles as at present appear in our several contracts covering conditions of pay, etc., when class of service is changed, will still govern, as I do not find anything in the memorandum of agreement entered into at Chicago which requires, at this time, any change in that respect.

Example No. 3: A crew having been on duty less than sixteen consecutive hours is released at 12 o'clock noon. Under the law they shall have eight hours uninterrupted time off duty. At 8 P.M., the expiration of the legal time, pay of the crews shall commence, and after receiving requisite notice to permit its being done, shall be ready to perform such service as is necessary for completion of the trip. Where crew has been on duty sixteen or more consecutive hours, it is understood that the legal period off duty shall be ten hours.

The company will undertake to furnish watchmen for caring for engines when crews are tied up for rest. Engineers and Firemen are expected to give such watchmen advice about watching and firing up engines. Engineers and Firemen will only be called upon in cases of extreme emergency to watch their engines, and where it is concluded it will be permissible to do so under the Federal or State laws, in which case either the Engineer or the Fireman, depending upon who watches the engine, shall receive Engineer's or Fireman's standard rates of pay for such service. The responsibility of Engineers and Firemen for the care of engine ceases when engine is turned over to watchman, and begins again when they assume charge of engine.

It is understood that a crew, or any member or portion of a crew leaving a terminal with previous service and is tied up in compliance with the law before the expiration of the fourteen-hour period of the entire crew, for that trip, will be paid in accordance with respective schedules.

Example No. 4: If a crew, or any member or portion of same, arriving at a terminal after having been five hours on the road, is required to again leave the terminal before taking the legal amount of rest, and by operation of the Federal law is required to tie up after having been on duty only ten hours, time is to be allowed while taking such rest, in accordance with the respective schedules.

If tied up after the entire crew has performed fourteen hours' service, then the entire crew will be considered as tied up in accordance with the Chicago Agreement and no member of the crew will be entitled to pay for the legal time required to take rest.

Example No. 5: If a crew, or any member or portion of a crew has previous service without having the legal amount of time off duty, as required by law, for instance, one hour, and by operation of the law is required to tie up for rest, and after the entire crew have been on duty on that trip more than fourteen hours, then the entire crew shall be considered as tied up in compliance with Chicago agreement and will not be allowed compensation for the legal period of time tied up.

It is not the desire of the Company that crews be tied up on the road, and instructions are in effect that every reasonable effort shall be made to get them over their districts within the time prescribed by law, and it will also be understood that crews will not be tied up after fourteen-hour limit, unless it is necessary under the law to do so, and in conformity with Section (b) of this Article.

Engineers tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis:

For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles, or more than

four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running Engineers through terminals or around other crews at terminals unless such practice is permitted under the pay schedules.

Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid the time or mileage of their schedules, from initial point to tie-up point. Their time will again commence when towing or dead-heading starts, and they will be paid as per preceding paragraph from the tie-up point to the next tie-up point, or to the terminal.

If any service is required of an engine crew, or if held responsible for the engine, during the tie-up under the law, they will be paid for all such service.

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ARTICLE 26.

**(Section 14 of National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)**

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

**(b) Should an engineer be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.**

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

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

(e) Home terminals as now designated, for the purpose of applying this rule, will continue in effect until changed by bulletin.

For new assignments on districts where no home terminal has been designated, home terminal will be designated in the bulletin posting the job.

The home terminal of an extra Engineer will be at point where his extra board is located, except when he is representing a regular man.

**(See letter agreements of: January 4, 1945, No. 20, page 81, and November 7, 1945, No. 24, page 84.)**

#### ARTICLE 27.

(a) Engineers deadheading on Company's business on passenger trains will be paid for the actual mileage at 12.00 cents per mile, and for deadheading on other trains at 12.47 cents per mile; provided, that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within twenty-four (24) hours from time called to deadhead.

(b) Pay for deadheading shall not be combined with any other class of service, under Section (e), Article 16.

(c) Engineers who are relieved away from home point will be returned at once and for deadheading will receive pay as per Section (a) of this Article. Deadheading resulting from the exercise of seniority rights, or in the application of the mileage limitations contained in Article 8½, will not be paid for.

(d) In case it is necessary to send Engineers away from their home district over foreign lines or portions of the Gulf, Colorado and Santa Fe Railway with which they are not acquainted, they will be allowed for learning the road half pay of the Engineer with whom they deadhead, not exceeding two round trips. If necessary to use them in service in charge of an engine without first learning the road, pilot will be furnished. When it is necessary to send Engineers from one Division to another, because of shortage of Engineers on that Division, they will be furnished a pilot or will be allowed pay for learning the road.

Men who are hired will not be paid for learning the road, nor will new men promoted be paid for learning the road.

**(See letter agreements of June 7, 1946, and February 26, 1947, No. 46, page 100.)**

#### ARTICLE 28.

Engineers on regular, or preferred runs, or assigned turns, attending lawsuits or other Company business (this not to include investigations as per Article 10), shall be paid for all time lost on their runs or turns and legitimate expenses; extra Engineers to receive \$12.09 per day and legitimate expenses. When called for the above purpose away from the home terminal on layover day, Engineers shall receive one day's pay and legitimate expenses. When called to give deposition or affidavit, or to make statements to the Legal or Claim Department, the Notary or representative of the Legal or Claim Department must call at the roundhouse or Engineer's residence as it may be necessary to find him, or by agreement the Engineer will go to the Notary's office or to that of such representative of the Legal or Claim Department, then no compensation will be claimed in either case. When attending lawsuits or other Company business at home station, when no time is lost, no pay for time or expenses will be claimed.

#### ARTICLE 29.

It is mutually agreed that this contract does not contemplate payment of double time for the same time or the same service to the same Engineer.

## ARTICLE 30.

Where there is a dispute as to the amount which should be paid on a time ticket, the amount the Timekeeper decides is proper shall be paid, and after investigation if it is determined that additional allowance should be made, the amount will be added to the timebook. In all cases where time claimed is not allowed, the party making the ticket shall be notified and a corrected copy of his trip ticket sent him. If an Engineer is short two dollars and fifty cents (\$2.50) or more, through no fault of his own, a time check will be issued to him for the amount.

(See Article 10, Sections (c) to (h) inclusive.)

## ARTICLE 31.

(a) Engineers will be allowed a reasonable length of time for eating at convenient places, but will at all times notify the Dispatcher.

**(Section 16--National Conference Committee Settlement of August 11, 1948, effective October 1, 1948.)**

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

## ARTICLE 32.

Engineers will not be required to back up at night except in cases of wrecks or extraordinary occasions; this does not apply to work trains or helpers in the performance of their duties, or to Engineers running for water or fuel, or returning for broken trains or doubling hills.

## ARTICLE 33.

No Engineer will be required to run an engine over the road light without having a qualified man on the engine to act as pilot. This not to apply on helping engines, or in case of emergency where no qualified man is available.

The choice of Conductor or Brakeman as pilot shall be left to the discretion of the Division Officials, with the understanding that, when practicable, Conductors will be

used in preference to Brakemen. When Brakemen are used the most efficient Brakeman available will be furnished.

Men acting as pilot shall have standard watches and must handle the orders and assume the responsibility as pilot in accordance with the book of rules.

#### ARTICLE 34.

(a) Where Engineers are required to set up wedges, fill grease cups, or clean headlights, they shall be relieved of such service at all points where competent roundhouse force is employed.

Neither will they be required to place on, or remove tools or supplies from locomotives, fill lubricators, flange oilers, headlights, markers or other lamps at points where roundhouse force, or an engine watchman, is employed.

The Company will care for and clean headlights.

(b) It is the purpose of the Company to furnish engine inspectors at important points whenever suitable men are available. Their assignment to this work, however, is not intended to release Engineers from the duty of inspecting their engines and making written reports in the book provided for this purpose.

Engineers will not be held responsible for inspection of engines underneath at terminals after arrival, this not to apply at outlying points where no shop forces are maintained.

(c) The Railroad will keep a bulletin at all terminals showing actual weight on drivers of all engines in its service.

(d) We recognize the necessity of making efficiency tests, but when such tests are made they should not be conducted under conditions that are hazardous to the employes.

#### ARTICLE 35.

Wherever electric or other power is installed as a substitute for steam, or is now operated as a part of their

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system on any of the tracks operated or controlled by any of the railroads, the locomotive Engineers shall have preference for positions as Engineers or Motormen on electric locomotives; but these rights shall not operate to displace any man holding such positions on the date of issuance of this order.

#### ARTICLE 36.

It is hereby agreed that the Engineers shall, in all cases when called upon to perform service that, in their opinion, is contrary to any Article of this Agreement, so notify the Officer from whom they received the instructions and, immediately after completion of the trip, submit report to the Superintendent or Master Mechanic, as the case may be, and also the Chairman of their local Committee, for a correct interpretation of the rule governing same, and bring all such cases to the attention of the proper General Officers in writing.

#### ARTICLE 37.

The General Committee of Adjustment of the Brotherhood of Locomotive Engineers will represent all Locomotive Engineers in the negotiation and execution of agreements governing rules, rates and working conditions, and in the making of interpretations thereof.

Grievances of Engineers must be determined under the interpretations placed upon this agreement by the Officials of the Company and the General Committee of Adjustment of the Brotherhood of Locomotive Engineers.

#### ARTICLE 38.

The Gulf, Colorado and Santa Fe Railway Company on its part, and the General Committee of Adjustment of the Brotherhood of Locomotive Engineers for the Engineers, employed thereon, on their part, agree that they will perform the several stipulations and duties required as provided in this agreement.

The rules in this agreement are those which became effective February 1, 1930, except where otherwise specifically indicated. The agreement has been reprinted to in-

clude amendments of rules required by National Conference Committee Settlement of August 11, 1948, and rates of pay effective October 16, 1948. This agreement shall continue in effect until it is changed as provided in this Article or under the provisions of the Railway Labor Act.

Should either party to this agreement desire to revise or modify the rules thereof, thirty (30) days' written advance notice containing the proposed changes shall be given and conference held upon the expiration of such notice, unless another date is mutually agreed upon.

FOR THE GULF, COLORADO & SANTA FE  
RAILWAY COMPANY:

J. P. COWLEY,  
Vice-President and General Manager.

BROTHERHOOD OF LOCOMOTIVE ENGI-  
NEERS FOR THE ENGINEERS ON THE  
G., C. & S. F. RAILWAY COMPANY:

R. W. HARRIS,  
General Chairman,

JOHN G. CARR,  
Secretary and Treasurer,

F. E. WOOLEY,

J. A. MOOLD,

FLOYD WEBB,

W. W. JARRETT,

E. E. BUTLER.

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**EXCERPTS FROM VARIOUS AGREEMENTS AFFECT-  
ING RULES IN THE ENGINEERS' AGREEMENT  
OF FEBRUARY 1, 1930**

**No. 1**--Letter Agreement--August 10, 1931.

"1. The oldest freight engineer may file a written waiver of his right to extra or relief passenger service, but cannot pick and choose and must accept or waive all such work to which he is entitled. Likewise, the second oldest freight engineer and so on down the list; with the proviso that junior qualified engineers must protect the service and will not be permitted to waive. It is understood that engineers may waive their rights to motor car service without waiving rights to other passenger service. When motor car service is waived, such engineers will not be called for steam service operated in emergencies on trains to which motor cars are regularly assigned.

"2. Such waivers must be in writing, and, in order to prevent what might seem to be sharp practice by individuals, once filed cannot be cancelled until thirty days or more after their dates; subject always to the Company's right to use such engineers in emergencies when others are not available.

"3. The right of the oldest freight engineer to displace the freight engineer first taking the run is to pass to the oldest freight engineer who has not waived his extra passenger rights. In other words, if the first and second engineer on the list have waived, and the fifth engineer takes a passenger run because he is the oldest engineer available at the time the vacancy occurred, the third engineer (the oldest who has not waived) is to displace the fifth engineer as soon as the run can be given to him without expense to the Company.

"4. I said to you that I would not object to this interpretation, but that I would not agree that men not working out of the terminal where the passenger service originates are 'available' for such service. In order to protect that feature, it is understood that engineers assigned to outlying runs are not available for passenger service out of the home terminal, and do not have the right to lay off of their

assigned runs in order to make themselves available. In other words, and using the case before us as an example, engineer Boyle, who is next oldest to engineer Gilbert and who was assigned to a freight run out of Houston, claimed the right to lay off and come to Galveston for the purpose of displacing a junior engineer who had caught a passenger run as the oldest available engineer. This, of course, would have necessitated the deadheading of an engineer to and from Houston to relieve engineer Boyle, and was not permitted by the Master Mechanic. It is understood that engineer Boyle, so long as he is assigned to a run which does not terminate at Galveston, has no right to extra passenger work originating at Galveston.

"Finally, it is understood that the oldest freight engineer who has not waived his rights to extra passenger service, and who takes a run in accordance with this understanding, is to retain the same until the regular man returns, or until an assigned extra passenger engineer becomes available, and that he is not subject to displacement on that run by an older freight engineer who may withdraw a waiver theretofore filed. In other words, under the example cited in item 3, the third engineer cannot be displaced by the first or second engineer, even though the latter withdrew their waivers before the regular engineer returns."

**No. 2--Letter Agreement--November 14, 1932.**

"As I understand the case, the postal authorities require that the postal space in the motor car shall be available to them at the passenger station at least one hour in advance of scheduled departing time, and that, in order to comply with this requirement and since the elimination of the hostlers at Somerville, the engineer-motorman has been required to report for duty one hour five minutes in advance of scheduled leaving time of train 217 to move the motor car from the roundhouse to the station. I do not understand that the advance reporting required of these engineer-motormen is in any way in violation of the engineers' agreement, or that there is any other contention that the matter is being improperly handled.

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"I said to you in our conference that I would authorize the payment of one hour at one-eighth of the daily rate to these engineer-motormen, effective when the service was first required of them and continuing only so long as the service continues to be required of them. This means that the allowance will be made only on train 217, and that no claim has been or will be made for such terminal movements as may have been or may be required of the engineer-motorman on train 218; in other words, we will allow an arbitrary of only one hour for whatever service may be performed in connection with both trains at Somerville, with road time on train 217 to commence one hour after time of reporting for duty."

**No. 3--Letter Agreement--April 3, 1933.**

"When the departing or arriving time specified in the then current time table, at either terminal of an assignment, is changed as much as three hours or more in one time table change, the engineer holding such assignment may surrender it and exercise his seniority; provided, such engineer so notifies the Master Mechanic in writing prior to the effective date of such time table change. This means that if an engineer performs service on a changed assignment without having notified the Master Mechanic in writing of his desire to surrender it, it shall be assumed that he has elected to remain on the assignment, and he shall not thereafter have the right to surrender it because of that particular time table change.

"This amendment contemplates--

"(a)--that assignments so surrendered are to be posted as per Section (a), Article 4, of the Engineers' Agreement;

"(b)--that only time table changes are to be considered;

"(c)--that the change of three or more hours is not to be cumulative, but must become effective in one issue of the time table;

"(d)--that either the departing or the arriving time at one terminal must be changed as much as three hours or more before an affected engineer shall have the right to

surrender the assignment; in other words, a change of two hours in the departing time and one hour in the arriving time, for example, accords no rights under this amendment;

"(e)--that, if the assignment reaches a home terminal or point where an Engineers' extra board is maintained, the engineer desiring to surrender it will do so at that point, the assignment to be protected by extra engineers or as otherwise provided in the agreement during the posting period; and

"(f)--that, if the assignment does not reach a home terminal or point where an Engineers' extra board is maintained, the engineer desiring to surrender it will remain thereon during the posting period and until his successor relieves him; it being distinctly understood that deadhead expense to the Company shall not be increased by reason of this amendment."

**No. 4--Letter Agreement--December 31, 1934.**

**"Understanding for Future Application of Terminal  
Switching and Delay Rules in Engineers' and  
Firemen's Agreements"**

"This understanding governs only when terminal arbitraries are earned under the printed agreement, is effective as of January 1, 1935, and constitutes a settlement of all claims arising out of contrary handling prior to that date, excepting the four hereinabove listed. It does not apply to or affect switching and hostling arbitraries provided in Section (g), Articles 17, of the respective agreements, which will continue to be paid for as outlined in Mr. Pettibone's letter of May 25, 1927, subject 'Time Claim--Engineer P. A. Short and Fireman.'

"As to other than through freight engineers and firemen governed by the rule, when switching is performed at initial terminals the time engaged therein shall be calculated from the time the engineer and fireman report for duty.

"As to through freight engineers and firemen governed by the rule, when switching is performed at initial termi-

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nals the time engaged therein shall be calculated from the time the engineer and fireman report for duty; provided, connection has arrived; otherwise switching time shall be calculated from the time such connection arrives. If no connection is involved, switching time shall be calculated from the time the engineer and fireman report for duty.

"These two paragraphs regarding switching at initial terminals govern solely the matter of when such switching time shall commence, and have no relation to the matter of when such switching time shall end, or the manner in which such time shall be compensated for; both being matters governed by present rules and are not affected hereby. Neither do they undertake to define what shall constitute switching at either terminal, there being no intention to change the past practice in that regard.\*

"As to all classes of freight engineers and firemen governed by the rule, when switching is performed at final terminals the time engaged therein shall be calculated from the time the switching is actually started and shall continue until engineers and firemen are released. \* \* \* \*

"Finally, as to service \*\*\*\* at final terminals for which arbitrary allowances are provided by the respective printed Agreements, engineers and firemen are to be compensated in the manner which will produce the greatest compensation; i.e., either the terminal arbitraries at pro rata rates or the road overtime at time and one-half. For example, an engineer and fireman commence switching at their final terminal after having been on duty seven hours thirty minutes and are released after having been on duty nine hours thirty minutes. They are to be paid one hour thirty minutes road overtime, which produces greater compensation than a terminal arbitrary of two hours at pro rata rates. If, on the other hand, they are released after having been on duty only eight hours thirty minutes, they are to be paid one hour terminal arbitrary at pro rata rates, which produces greater compensation than thirty minutes road overtime."

\* (See letter agreement of April 27, 1938 which follows.)

**No. 5**--Letter Agreement--April 27, 1938.

"When trains have been made up at terminals and, after the road engine is coupled to the train, it is discovered that the train includes bad order, no-bill and/or out of route cars, or in any other manner is improperly made up, the yardmaster or other supervisor in charge may require either the road engineer and fireman or a yard crew then working and immediately available to perform the work of setting out and/or picking up that is necessary to correct the error. If a yard crew is required to perform the work, the road engineer and fireman will move their engine out of the way and thereafter return to the train without extending their switching time, if any. If the road engineer and fireman are used to perform the work, it is to be considered terminal switching under the interpretation effective January 1, 1935, and, if sufficient time accrues as a result thereof, is to be compensated for under the terminal switching rules of the respective agreements; it being understood that the switching time will be extended until the engine is again coupled to the train, and it being agreed that, when road engineers and firemen are so used, yard engineers and firemen shall have no claim for penalty compensation as a result thereof."

**No. 6**--Letter Agreement--April 29, 1936.

"\* \* \*, it was agreed that qualified firemen from the firemen's extra board, when available, will hereafter be used to messenger motor cars moving dead in trains, and will be paid for such service the minimum passenger firemen's rate with a minimum of one hundred miles for each tour of duty; other conditions in Section (b), Article 24, of the Firemen's Agreement, and interpretation thereof or practices thereunder, to apply. It was understood that, to be qualified for this service, a fireman must have passed all examinations for service as engineer-motorman, and that the first in first out rule applicable to extra boards does not apply thereto. If qualified firemen are not available on the firemen's extra board, the Carrier is free to use shop or other employes for this service and without regard to this understanding. Finally, it was understood that no penalty claims will be presented or paid because firemen

have not heretofore been used for this service, and that this understanding is applicable for the future only."

**No. 7**--Letter Agreement--April 28, 1937.

"Sections (a), Articles 20, of the respective Agreements, reading:

'Engineers (Firemen) on branch runs will make as much mileage on such branches as business requires and each day in engine service, if the mileage made does not equal 100 miles, 100 miles will be paid for. If more than 100 miles are made, actual mileage will be paid for. Engineers (Firemen) assigned to branch runs will be paid actual mileage or hours, whichever is the greater, in addition to branch mileage, for service performed off the branch to which they are assigned, except when making short runs for fuel or water. If no service is performed on branch on dates performing service off the assigned branch, pay will be made as per Article 15, Article 16, and Article 19, as the case may be.'

will hereafter be applied only to engineers and firemen assigned to turnaround service and having only one terminal."

**No. 8**--Letter Agreement--May 7, 1937.

"1. Effective as of 12:01 a.m., March 1, 1937, the following Fort Worth & Rio Grande Engineers were accepted by the Gulf, Colorado and Santa Fe and continued in service on the Dublin and Menard Districts, with seniority dates as shown:

Name	Seniority As Engineer	Seniority As Fireman
Steve Coleman.....	3-27-1903	----
E. P. Freeman.....	11-27-1906	----
G. A. Madden .....	3-26-1907	----
A. N. Walker.....	9-26-1908	----
T. B. Stepp.....	11-19-1909	3- 6-1906
A. R. Payne .....	12-15-1911	9- 4-1908
H. F. Vaughn.....	4-12-1913	10- 2-1909

(For purposes of identification as a group, these Engineers will be referred to herein as Transferred Engineers,

while other Engineers will be referred to as Santa Fe Engineers.)

"2. Because some of them have seniority as Engineers, I am also listing certain Fort Worth & Rio Grande Firemen who were likewise accepted by the Gulf, Colorado and Santa Fe and continued in service on the Dublin and Menard Districts, as of 12:01 am., March 1, 1937:

Name	Seniority As Engineer	Seniority As Fireman
J. J. Martin.....	10-14-1919	8-13-1910
W. H. Johnson.....	10-14-1919	8-15-1910
R. B. Snow.....	10- 7-1920	8-23-1910
M. F. Bacchus .....	10-22-1920	*10-18-1910
L. H. Mayfield .....	12-21-1920	12-13-1910
J. H. Brock.....	12-21-1920	4- 1-1911
H. C. Lackey.....	----	10-10-1916

(\* - Since deceased.)

(For purposes of identification as a group, these Firemen will be referred to herein as Transferred Firemen.)

"3. The agreement between the Gulf, Colorado and Santa Fe Railway Company and its Engineers, last revised as of February 1, 1930, has been or will be made applicable to the Transferred Engineers as of 12:01 a.m., March 1, 1937, and, subject to the understandings hereinafter stated in Paragraph 7, will thereafter apply to all service operated wholly or partially over the Dublin and Menard Districts.

"4. The following shall govern the future rights and status of the Transferred Engineers:

"(a) They shall be subject to the same examination and re-examination requirements as are Santa Fe Engineers;

"(b) They shall be accorded the same privileges and gratuities as may from time to time be accorded Santa Fe Engineers; it being understood that, solely for the purpose of determining eligibility for such privileges and gratuities, former service with the

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Fort Worth & Rio Grande Railroad shall be considered service with the Gulf, Colorado and Santa Fe Railway;

"(c) Their seniority stated herein applies only to the Dublin and Menard Districts, and to service operated wholly or partially over those Districts. As to all other Districts, they shall be considered as having seniority, both as Engineer and Fireman, only from 12:01 a.m., March 1, 1937, which seniority shall be established at Brownwood home terminal;

"(d) They shall have prior rights, in the order of their respective seniority, to all service operated exclusively on the Dublin and Menard Districts;

"(e) If and when there is not sufficient regular service operating exclusively on the Dublin and Menard Districts to provide employment for all of the Transferred Engineers, those unplaced shall have prior rights to regular service operating partially over the Dublin and Menard Districts and partially over other Districts, but shall be required to return to exclusive service on the Dublin and Menard Districts whenever such becomes available;

"(f) If and when there is not sufficient regular service operating wholly or partially on the Dublin and Menard Districts to provide employment for all of the Transferred Engineers, those unplaced must remain on an Engineers' extra board for the Dublin and Menard Districts, with prior rights to relief or extra service operating wholly or partially over these districts, as long as they can earn the minimum mileage stated in Section (b), Article 8½, Engineers' Agreement. If and when they become unable to earn such minimum mileage, they may assume the status of Transferred Firemen and return to service as such in accordance with their seniority as Firemen; provided that, after such return to service as Firemen, there will not then be more than seven (7) Transferred Firemen on a Firemen's extra board restricted to service on the Dublin and Menard Districts. They must resume service as Transferred Engineers as soon as

regular service as such becomes available, or it becomes necessary to increase the Engineers' extra board under the mileage limitations stated in Section (b), Article 8<sup>1</sup>/<sub>2</sub>, Engineers' Agreement.

"5. (Amended by letter agreement of August 26, 1937, No. 9, page 74.) The Transferred Firemen shall not be entitled to extra or relief service as Engineers, and they shall only be entitled to promotion when there occurs a permanent vacancy in the ranks of the Transferred Engineers due to death, dismissal, retirement, or any other cause. Such permanent vacancy shall belong to the Transferred Fireman having the most seniority as Engineer, who will thereafter be considered a Transferred Engineer with the rights and status stated herein.

"6. The following shall govern the rights of Santa Fe Engineers to service operating wholly or partially over the Dublin and Menard Districts:

"(a) Subject to the prior rights of any Transferred Engineer who may be working from an Engineers' extra board, they shall have exclusive rights to temporary vacancies on positions belonging to Transferred Engineers;

"(b) After the prior rights of the Transferred Engineers have been satisfied, they shall be entitled to all extra or irregular service operating wholly or partially over the Dublin and Menard Districts;

"(c) (As amended by letter agreement of October 23, 1940.) After the prior rights of the Transferred Engineers have been satisfied, regular assignments operating wholly over the Dublin and Menard Districts, or between points wholly on the Dublin District and Cleburne, via Cresson, shall be divided as follows: first assignment on the Dublin District will belong to Temple and Brownwood home terminals; the second assignment shall belong to Cleburne home terminal; the third assignment to Brownwood and Temple home terminals; and so on; assignments on the Menard District to which Santa Fe Engineers may be entitled will belong to Brownwood and Temple home

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terminals. Future vacancies and/or new assignments shall be posted only to the Transferred Engineers (subject to paragraph 4 hereof) and to the home terminal or terminals then entitled to the assignment, and shall be filled in the manner specified in Article 4 of the Engineers' Agreement; it being understood that Santa Fe Engineers in this service may displace each other in accordance with the seniority rules of the Engineers' Agreement; i.e., an engineer on an assignment belonging to Cleburne home terminal will be subject to displacement by a Cleburne engineer only, but an assignment belonging to Brownwood and Temple home terminals jointly the engineer will be subject to displacement by either Temple or Brownwood engineers. Assignments shall be reduced in number on the same basis so as to maintain as nearly as possible the equal division between the three terminals, the uneven numbered assignments on the Dublin District always belonging to Brownwood and Temple.

"(d) Subject to the prior rights of any Transferred Engineer who may be working from the Engineers' extra board, extra or relief service originating at Brownwood belongs to Brownwood home terminal, and extra or relief service originating at Cleburne or Fort Worth belongs to Cleburne home terminal, it being understood that Brownwood Engineers in extra or relief service may not be displaced by Cleburne Engineers, or vice versa.

"7. (See letter agreement of April 14, 1943, No. 10, page 76.) The following understandings govern as to other features of our contemplated service over or in connection with the Dublin and Menard Districts:

"(a) All freight engineers shall receive and deliver their engines on roundhouse tracks, in accordance with Santa Fe practice;

"(b) Passenger engineers shall receive and deliver their engines on roundhouse tracks at Fort Worth without arbitrary compensation therefor;

"(c) If and when required, passenger engineers shall receive and deliver their engines on roundhouse tracks at Brownwood, and shall be allowed an arbitrary of one hour at pro rata rates for moving their engines between the roundhouse and passenger station tracks;

"(d) Fort Worth switching limits are extended to include that portion of the Dublin District between Birds and Belt Junction; switching service in that territory to be performed by Fort Worth yard Engineers without penalty compensation, and without protest or claims from road Engineers;

"(e) (See letter agreement of July 21, 1945, No. 11, page 76.) The Company has the right to operate freight service, regular or extra, between Cleburne and Brownwood via Cresson on a continuous time basis;

"(f) The Company has the right to operate way freight service between Brownwood and Sterling City, through San Angelo, on a continuous time basis."

**No. 9--Letter Agreement--August 26, 1937.**

"Your jointly signed letter July 13, asking that the so-called Transferred Firemen on the Dublin and Menard Districts be used to relieve the Transferred Engineers on jobs held by the latter. While our investigation was in progress, Mr. Crawford made the verbal statement that it was your intent that this should be done without cost to the Company, and he later, on August 17, confirmed that statement in writing, stating that he was authorized to also speak for Mr. Rodgers in this regard.

"The matter was discussed in some detail with Mr. Crawford on August 2, at which time I gained the impression that what is desired might be stated in the following language:

"1. Whenever one of the Transferred Engineers lays off temporarily for any reason, and there is a qualified Transferred Fireman available at the point where relief is desired, the Transferred Fireman is to be used regardless of

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senior Santa Fe Engineers who might likewise be available;

"2. If more than one qualified Transferred Fireman is available, the senior is to be used and is to retain the job in accordance with the Engineers' Agreement;

"3. If no qualified Transferred Fireman is available and a Santa Fe Engineer is used, the latter may be displaced by any qualified Transferred Fireman who may later make himself available, but only at the terminal where the Santa Fe engineer took the assignment;

"4. The Transferred Firemen are to be used only when it can be done without cost to the Company in excess of that which would be involved in the use of a Santa Fe Engineer; and

"5. There are to be no other changes in the restrictions placed upon the rights of the Transferred Firemen by the letter agreements of May 7, 1937.

"It seems to me that it is going to be difficult to adopt your request without increasing the Company's expenses, but I have concluded to give it a trial, for experimental purposes only and subject to the Company's right to cancel it and return at its pleasure to the procedure contemplated by the letter agreements of May 7, 1937. It must be understood, however, that that feature of the request protecting the Company against any increase in its costs will be applied literally, and that the Company does not assume any obligation to notify these Transferred Firemen of the existence of temporary vacancies to which they might be entitled under this plan. I have in mind the situation wherein a Transferred Engineer is now working between Cleburne and Brownwood. I understand this engineer lays off rather frequently, and he is being relieved without cost to the Company by using an engineer from the Cleburne extra board. I am not willing to agree that a Transferred Fireman holding an assignment out of Fort Worth will be used to relieve this Transferred Engineer even though he makes himself available at Cleburne without cost to the Company, because it would then be necessary to deadhead a fireman from Cleburne to Fort Worth to re-

lieve the Transferred Fireman, thus causing an increase in the Company's costs. This means briefly, that we will continue to use Santa Fe Engineers for relief purposes on assignments operating out of Cleburne, but will use the Transferred Firemen for such purposes at Fort Worth and Brownwood when they are available."

**No. 10**--Letter Agreement--April 14, 1943.

"(4) That, effective as of the date of this letter agreement, Cleburne engine crews operating through Fort Worth in either direction on continuous trips between Cleburne and Brownwood shall be paid on a continuous time or mileage basis from time of reporting for duty at Cleburne or Brownwood to time of release from duty at Brownwood or Cleburne. On continuous trips made by Cleburne engine crews through Fort Worth to or from points on the Dublin District north of Brownwood, the same basis of payment will apply, i.e., continuous time or mileage from time of reporting for duty to time of release from duty.

"(5) The foregoing contemplates no change in our present practices with respect to protection of extra or relief service on the Dublin District."

**No. 11**--Letter Agreement--July 21, 1945.

"On the basis of your verbal assurance that your request to permit Dublin District chain gang engine crews to run into Cleburne via Cresson as we are now operating the chain gang train crews does not contemplate any change in the established practices other than to permit the regular pool crews to run into Cleburne as they now run into Fort Worth, I am agreeable to trying out the arrangement and Messrs. Lohmann and Mozley have been advised accordingly.

**No. 12**--Letter Agreement of August 3, 1939.

"\* \* \* it was the practice on the Gulf and Northern Divisions to use assigned branch line engine crews, if and when available, to protect any work train service that may be operated during periods when service on such branch lines is disrupted by washouts or otherwise, nothwith-

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standing the provisions of Section (c), Article 2, of the Engineers' Agreement, and a similar rule in the Firemen's Agreement. \* \* \* \* it was agreed that we would adopt the same practice on the Southern Division, and that the organizations would protect the Company against any claims that such service should be protected by the respective extra boards."

**No. 13**--Letter Agreement--March 5, 1941.

"As I understand it, that portion of Section (d), Article 8, of the Engineers' Agreement, quoted by you requires a freight engineer, who catches a passenger run when the regular engineer lays off, to remain on the run until the regular engineer returns; that certain Northern Division passenger runs have layover periods of eight days and some Southern Division runs have lay-over periods of four days; that occasionally a freight engineer catching one of these runs is required to lay-over at the terminal during such periods. I interpret your request as merely contemplating that a freight engineer catching one of these runs shall be permitted to return to his regular freight assignment when the passenger run he is protecting is due to lay over for either four or eight days and that, if the regular passenger engineer has not returned when the run is again due to go out, the vacancy will be protected as provided in the rule; further that such concession is not to apply to any other runs or to any lay-over periods of less than four days.

"Mr. McQuillan states he does not object to such handling, consequently, if you will confirm my interpretation of your request, we will arrange to have the procedure promptly made effective."

**No. 14**--Letter Agreement of March 18, 1942.

"During conference in my office, March 16, it was tentatively agreed, subject to the approval of Mr. Ball, that the crew assigned to the Beaumont-Silsbee turnaround freight run may be required to make an extra turn in addition to its regular assignment, and when so used compensation will be allowed as follows:

"If the train is ready to leave on the second trip prior to the expiration of eight hours from the time of first reporting for duty, the crew will be paid on the continuous time basis from the time of first reporting for duty; if the train is not ready to leave the terminal on the second trip until after the expiration of eight hours from the time of first reporting for duty, such second trip will be paid for separately with a minimum allowance of 100 miles. On those dates on which the crew is paid on the basis of separate trips, the arbitrary allowance of one hour provided for in Section (g), Article 17, will apply only on the first trip.

"In instances where the crew is not definitely released at Beaumont between trips, the first trip will be considered as having ended at the time as of which the crew completes performance of duties incidental to such first trip and the time of the second trip will begin at the time the crew starts performance of service incidental to such second trip. The time as of which the train is ready to leave the terminal on the second trip (which is the time to be used in determining whether the crew is to be paid continuous time or on the basis of separate trips) will be the time as of which the train is made up and ready to leave the terminal.

"Mr. Ball has approved the proposal with the understanding that it applies only to this particular run and is not to be considered as establishing a precedent concerning operation of any other assigned runs and is without prejudice to either party's interpretation of and of the rules in the Engineers' or Firemen's Agreement."

**No. 15**--Letter Agreement--December 7, 1942.

"Under the circumstances, I am agreeable to reinstating the former practice of having the engineer handle the motor car between the depot and the tie-up track on both the incoming and the outgoing trips and to re-establish the allowance of the arbitrary hour (at Oakdale) effective as of December 1, 1942."

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**No. 16--Letter Agreement--July 19, 1944.**

"It was understood that when necessary to use employes who have had prior service, and the employe standing first out for such service is not used, such employe will be paid a run-around if the employe actually used performs the required service in less time than the first out employe had to his credit under the Federal Hours of Service Law. If the employe used consumes more time than the first out employe had to his credit the run-around rule will not apply.

"The term 'required service' means either a single trip terminal to terminal, or a double, i.e., a trip terminal to terminal and doubling back to the original terminal, as the case may be. For example:

"(1) The employe standing first out at 'A' has nine hours prior service when a crew is needed for a single trip 'A' to 'B', for which the first out employe is not called; if the employe actually used makes the trip in seven hours or less, the employe standing first out at 'A' is entitled to a run-around. If the employe actually used consumes more than seven hours in making the trip 'A' to 'B', the employe standing first out is not entitled to a run-around. This also applies to a continuous trip 'A' to an intermediate point and return to 'A'.

"(2) The employe standing first out at 'C' has seven hours prior service leaving nine hours available time under the Hours of Service Law, when a crew is needed for a trip 'C' to 'D' and to double back to 'C', for which service the first out employe is not called; if the employe actually used is on duty nine hours or less under the Hours of Service Law in making the trips 'C' to 'D' and return, the employe standing first out at 'C' will be entitled to a run-around. If the employe actually used is on duty under the Law more than nine hours on the trips 'C' to 'D' and return, the employe standing first out at 'C' is not entitled to a run-around.

"(3) The employe standing first out at 'E' has had eight hours prior service when a crew is needed to

make a trip 'E' to 'F' and double back to 'E', for which the first out employe is not called; if the employe actually used makes the trip 'E' to 'F' say in six hours and is not brought on duty to double back out of 'F' within less than eight hours from his time of arrival thereat, the employe standing first out at 'E' would be entitled to a run-around."

**No. 17**--Letter Agreement of July 28, 1944.

"Referring to previous correspondence and our several discussions concerning method of compensating crews on the two regularly assigned Houston-Alvin turn-around freight runs:

"This matter was brought up during conference on other matters in Mr. Ball's office July 18th to 21st, inclusive. In connection with other settlements made at that time, it was agreed that we will discontinue our former practice of paying the engine crews on those two runs on a continuous time basis when required to make extra trips in addition to their regular assignments, and instead will make separate payment when required to make extra trips Houston to Alvin and return, in addition to their regular assignment, \* \* \*."

"It is understood that this settlement applies only to the crews on the two Houston-Alvin freight runs and does not establish a precedent in any way in connection with any controversies that may arise in future concerning other assignments."

**No. 18**--Letter Agreements--September 11, 1944 and March 1, 1949.

"When an extra Engineer or Fireman is needed for service at an outlying point and the man who is standing in line for the call lays off or misses such call, he will, when he reports for duty, be required to protect the job for which he had been called or for which he would have been called if he could have been located, and his deadheading to and from the outlying point shall be without expense to the Company. The extra man sent in his place to protect the

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outlying job will receive deadhead pay to and from the outlying point."

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"\* \* \* the letter agreement of September 11, 1944, subject: 'Interpretation Article 12, Section (d), Engineers' and Firemen's Agreements' was intended to apply only to the first man standing in line for a call who lays off or misses such call, and with the understanding that if any other men standing below the first man also miss the call or lay off to avoid accepting it their cases would be governed by the provisions of Section (d), Article 12, of the Engineers' and Firemen's Agreements. In other words, they would not be required to go to the outlying point to protect the job in question but would not be permitted to report for duty for a period of twelve hours from the time of missing the call or laying off, as provided in the rule referred to."

**No. 19**--Letter Agreement of January 4, 1945.

"Investigation develops that the established practice has been to require engineers or firemen bumping in on system rights (passenger) jobs to make a displacement at the home terminal of the run, except on the Southern Division where, in some instances, those making such displacements have been required to go to the home terminal of the individuals they elect to displace. It was agreed that the plan in effect on the other divisions of making displacements at the home terminal of the run will be made effective on the Southern Division, with the understanding that this will result in no increased expense to the Company; in other words, that no compensation will be due for deadheading resulting from such displacements."

**No. 20**--Letter Agreement of January 4, 1945.

"It was agreed that -

"(1) In Instances where it becomes necessary to transfer extra engineers or firemen from one home terminal extra board to another to protect periods of rush business under the provisions of Section (c), Article 8, of the Engineers' and Firemen's Agreements, the temporary employment will be offered to qualified available employes, including available furloughed employes, as contemplated

by that rule, but where such offer of temporary employment is not accepted, the junior employes on the extra board will be required to transfer. Where practicable, the extra boards will be increased sufficiently to permit the required number of junior employes to be taken from the extra board and sent to the terminal where needed.

"(2) Engineers or firemen who voluntarily accept transfer to the away-from-home-terminal extra board will not be paid for deadheading, but those who are compelled to accept the transfer will be paid for the deadheading.

"(3) Upon arrival at the away-from-home-terminal their names will be placed on the extra list and they will take their turns first-in first-out with the other employes assigned to that extra board.

"(4) The held-away-from-home-terminal rule will apply to extra employes during the period they are held on the away-from-home-terminal extra board.

"(5) While working off of the away-from-home-terminal extra board, the transferred employes will not be considered in the application of the last paragraph Section (a), Article 4, or Section (a), Article 8, of the Engineers' and Firemen's Agreements, so long as there are any home terminal engineers and firemen on the respective extra boards. In other words, in the absence of an application for a posted job, whether at the home terminal or an outlying point, the youngest home terminal engineer or fireman (as the case may be) will be required to take the job and the borrowed engineers and/or firemen are not to be considered.

"(6) In the event all of the home terminal engineers and/or firemen are assigned to regular jobs at a time when it becomes necessary to apply either the last paragraph, Section (a), Article 4, or Section (a), Article 8, the youngest borrowed engineer or fireman (as the case may be) will be required to protect the vacancy under the same conditions that would have applied if a home terminal engineer or fireman had been available; the 'youngest' borrowed engineer or fireman to be determined by the order in which they are first assigned to the extra board after being bor-

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rowed, seniority of the borrowed men at their respective home terminals not to be considered. If a borrowed engineer or fireman is sent to an outlying run or job and makes

request to be returned to the home terminal in accordance with the rule, he may be so returned if and when additional engineers or firemen (as the case may be) are borrowed, the youngest of whom, determined in the same manner, to be sent to relieve him; all such movements to be without payment for deadheading. In any event, if, and when, a home terminal engineer or fireman becomes available on the extra board he must be sent to relieve the borrowed engineer or fireman on the outlying job and will thereafter hold it in accordance with the rules.

"(7) The stated manner of determining the 'youngest' borrowed fireman for purposes of Articles 4 and 8 does not contemplate that reductions in the number of borrowed engineers and/or firemen must be made in the order of their relative standing on the away-from-home-terminal extra board. The borrowed men, having no seniority at the away-from-home terminal, may be returned to their respective home terminals without regard to the length of time they have worked at the 'borrowing' terminal; the order of their return to be dependent upon the circumstances obtaining at the time."

**No. 21**--Letter Agreement of February 8, 1945.

"\* \* \* we will discontinue the former practice of running chain gang engine crews through San Augustine on a continuous time basis; hereafter, when such crews are run through San Augustine they will be paid separately for the service on each side thereof.

"This agreement is to apply only to the operation of chain gang crews through San Augustine; otherwise, to be without prejudice to established practices or either party's interpretation of the governing rules."

**No. 22**--Letter Agreement of April 9, 1945.

"During conference today, it was agreed to comply with your request that extra service on the Weatherford District be protected by extra engine crews, instead of using

the regularly assigned crew to protect extra trips. It was further agreed that such handling would not in any manner prejudice the Carrier's position with respect to application of the so-called Branch Line Rule, Article 20 of the Engineers' and Firemen's Agreements, or be considered as establishing a precedent in connection with the protection of extra service on any other Branch Line run."

**No. 23**--Letter Agreement of April 11, 1945.

"It was mutually agreed that the letter of January 4, 1945, was not intended to restrict the right of a transferred man to bid on any vacancies in his class arising on the territory on which he holds rights, but, on the other hand, it was intended to regulate assignments on jobs governed exclusively by the home terminal rights of the 'borrowing' terminal."

**No. 24**--Letter Agreement of November 7, 1945.

"This will confirm understanding reached during conference on October 18th, namely, that in the absence of a designated basic day for deadhead service, held-away-from-home-terminal time accruing under the provisions of Article 26 of the Engineers' and Firemen's Agreements to employes who deadhead into an away-from-home terminal on a passenger train will be calculated at the rate of 20 miles per hour, and for those who deadhead into the away-from-home terminal on other trains such time will be calculated on the basis of 12½ miles per hour."

**No. 25**--Letter Agreement of November 16, 1946.

"All relief for engineers and/or firemen in service on regularly assigned runs on the Lometa-Eden Branch shall be protected by the Brownwood engineers' and firemen's extra boards during the first six months of each calendar year and by the Temple engineers' and firemen's extra boards during the last six months of each year.

"If, during the first six months' period, a vacancy

occurs on such regularly assigned runs for which no bids are received, the junior engineer or fireman, as the case may be, on the Brownwood extra board shall

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be assigned to such vacancy. If an engineer or fireman, who has been so assigned from the Brownwood extra board, is still protecting the assignment at the end of the first six months' period, such assignment shall be reposted as vacant, effective as of July 1st, and if no bids are received, the junior engineer or fireman on the Temple extra board shall be assigned to the run; likewise, if at the end of the last six months' period an extra engineer or fireman, who was so assigned from the Temple extra board is protecting the run, the assignment shall be reposted as vacant, effective as of January 1st and, if no bids are received, the junior engineer or fireman, as the case may be, on the Brownwood extra board will be assigned to the run.

"I am agreeable to adoption of this method of handling with the understanding that if it becomes necessary, under the above interpretation, to post the run as vacant for an engineer or fireman at the end of a six months' period, such vacancy will be posted sufficiently in advance of the end of that period as to make it possible to place the successful bidder or, in the absence of a bid, to place the youngest extra man on the assignment as of the first day of the succeeding period. Also, with the further understanding that adoption of this program is to be without additional expense to the Company, and any deadheading caused thereby, either as a result of posting of the run or from an exchange of extra man as between the two terminals, will be considered as deadheading in the exercise of seniority, for which no compensation will be allowed."

**No. 26**--Letter Agreement of June 4, 1946.

"It was agreed that hereafter unless and until the respective governing rules are changed, Articles 10 of the Engineers', Firemen's, Conductors' and Trainmen's Agreements, and 15 of the Yardmen's Agreement, shall be interpreted as contemplating:

"1. Except as provided in Item 4 hereof, employes disciplined shall not be compensated for attending such investigations unless such discipline is found to be unjust.

"2. Employes not disciplined, and who are not required to deadhead to or from the place where the investigation is held, will be reimbursed for any loss of earnings resulting from attendance at such investigation.

"3. Employes not disciplined, and who are required to deadhead to or from the place where the investigation is held, will be compensated for loss of earnings or for deadheading, whichever is the greater.

"4. Employes disciplined by reprimand or demerit marks only, and who are required to deadhead to or from the place where the investigation is held, will be compensated for such deadheading.

"5. There is no provision in the respective agreements requiring compensation for living expenses.

"6. Loss of earnings shall be determined on the following bases:

"(a) For crews assigned to regular runs or jobs, lost earnings shall be the earnings of their assignments on days not permitted to work thereon.

"(b) When all members of a pool freight train or engine crew are required to attend formal investigations, and their caboose or turn becomes first out and is due to depart while they are not available, the caboose or turn will be placed at the bottom of the board and following crew used. If the crew becomes available for service and goes on duty before the crew used in its stead returns to the terminal, lost earnings shall be the one-way trip made by the substitute crew; if the substitute crew returns to the terminal before the crew attending the investigation becomes available for service and goes on duty, lost earnings shall be the earnings of the substitute crew.

"(c) If less than all members of a pool freight train or engine crew are required to attend a formal investigation, and their caboose or turn be-

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comes first out and is due to depart while they are not available, the caboose or turn will be run in its turn with extra men replacing those held for the investigation; the latter to await return of the caboose or turn and lost earnings shall be the earnings of the extra men used in their stead.

"(d) Extra conductors, engineers, firemen, brakemen and yardmen required to attend a formal investigation, and who become first out and due for service while unavailable, will be removed from the board and paid a minimum day (at helper rates for yardmen, passenger rates for conductors or brakemen assigned to passenger extra boards, and through freight rates for all others) for each calendar day that they are held, and when released will be placed at the bottom of the board.

"(e) Employees eligible for emergency service in higher grades shall not be available therefor while attending investigations or awaiting return of their caboose or turn, and lost earnings shall be calculated solely as provided herein."

**No. 27**--Letter Agreements--June 7, 1946, and February 26, 1947.

"It was agreed that hereafter the road engine crews on through passenger trains at Temple may be required to handle the picking-up and/or setting-out of head end baggage and/or mail cars with the road engine as a part of their road trip for which they will be allowed one hour at one-eighth of the daily rate, according to class of engine; \* \* \* \*

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"This will confirm understanding reached during conference on the 20th instant, at which time it was agreed this claim would be disposed of by payment of one hour pro rata rate to Messrs. Roberts and Newby for handling the head-end work on Train No. 75 at Temple on December 13, 1946, with the understanding that the terms of the letter agreement of June 7, 1946, covering payments to road engine crews on through passenger trains for picking up

and setting out head-end cars at Temple would be extended to trains having terminal at that point when crews on such latter trains are required to perform similar work."

**No. 28**--Letter Agreement of June 10, 1946.

"It was agreed that each of the above claims would be disposed of by payment of one hour at pro rata road rates on the dates referred to and that such payment will be made to members of road engine crews who may hereafter be required to turn their engines on the wye at Alvey Jct., San Angelo, Texas."

**No. 29**--Letter Agreement of June 10, 1946.

"It was agreed that, unless and until an agreement is reached to the contrary, the practice of requiring Dublin District road crews to deliver their trains to Saginaw will be discontinued."

**No. 30**--Letter Agreement of June 11, 1946.

"It was agreed that the following work performed by road freight crews within the switching limits at Fort Worth would not be considered as yard work or, except as otherwise provided in paragraph (b), as entitling either road or yard crews to extra compensation therefor:

"(a) Road freight crews passing through Fort Worth on either straight-away or turn-around trips may make one straight pick up and one straight set out at one point or one straight pick-up at one point and one straight set-out at another point within the switching limits, in addition to which the road crews may detach road engine from train at one point within the switching limits to enable yard engine to switch train and then return road engine to train after yard engine completes work thereon.

"(b) Dublin District road freight crews may make one straight pick-up at Birds on outbound trip after getting train from make-up track and may make one straight set-out at Birds on inbound trip before delivering remainder of train to receiving track; no change to be made in the present practice of applying the terminal switching rule to Dublin District crews

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that make pick-ups or set-outs at Birds, the latter basis of payment being continued solely because of the established practice at Fort Worth and with the understanding that it does not establish a precedent and is not to be referred to in connection with pick-ups and set-outs at any other points or terminals.

"NOTE: The term 'straight set-out' and 'straight pick-up', as used in (a) and (b) above, mean a set-out of cars in one block on one track or a pick-up of cars in one block first out on one track provided the track used will hold the set-out or pick-up; when the track used will not hold the set-out or pick-up, cars may be placed on or picked-up from such additional track or tracks as are necessary to hold the remainder of the set-out or pick-up;"

"Nothing herein contemplates that road crews may pick up cars at one point within the switching limits and deliver them to another point within the switching limits at Fort Worth."

(See letter agreement No. 31, of July 5, 1946, which follows.)

**No. 31**--Letter Agreement of July 5, 1946.

"It was agreed that if a bad order car should be discovered in a train while within the switching limits at Fort Worth, such bad order car will be set-out by a yard crew if one is immediately available, otherwise the road crew may set-out the bad order car; if the set-out is made by a yard crew, the road crew will move its engine out of the way and return it to the train. In either event, the operation will not be counted as a set-out under the terms of the letter agreement of June 11th or as in violation thereof."

**No. 32**--Letter Agreement of June 15, 1946.

"\* \* \* hereafter road train and engine crews in chain gang or extra service will be run first-in first-out of their terminals over their respective districts. For example, if two or more crews are called for service in their turn, the crew standing first out will be used on the first train in chain gang or extra service, as the case may be, departing from the terminal for movement over the district for which

the crew was called to perform service. Where the operation of this agreement results in a crew being taken off of the train for which called and then used on another train, this will not constitute a call and release, and no penalty payment or additional compensation is to be allowed because of failure to use the crew on the train for which called."

**No. 33**--Letter Agreement of June 15, 1946.

"\* \* \* hereafter when one member of a train or engine crew calls for rest, the entire crew will be held until that member's rest is up. In such instances the crew will hold its turn until the rest period is up but following crews may run-around the crew laying over for rest, and when so run-around no payment will be due under the run-around rule."

**No. 34**--Letter Agreement of July 3, 1946.

'Claim of Engineer R. A. Cheatham and Fireman T. C. Lemmons for continuous time, July 3rd, to July 5th, inclusive work Extra 4050, View to Brownwood.'

"It was agreed that this case would be withdrawn with the understanding that hereafter extra engineers and firemen will be used to handle temporary work train service."

(This will not affect letter agreement of August 3, 1939, No. 12, page 76.)

**No. 35**--Letter Agreement of July 3, 1946.

"\* \* \* it was agreed that hereafter Conductor-Pilots and chain gang engine crews used in irregular helper service between Brownwood and Coleman may be run Brownwood to Coleman to Bangs to Coleman to Brownwood on a continuous time basis, and, when so operated, payment will be allowed on the basis of a minimum of 150 miles, overtime to accrue after the expiration of 12 hours. Not more than one intermediate turn Coleman to Bangs and return will be permitted on such trips."

(See letter agreement No. 36, of July 26, 1948, which follows.)

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**No. 36**--Letter Agreement of July 26, 1948.

"\* \* \* hereafter when Conductor-Pilots and/or chain gang crews are used in irregular helper service Brownwood-Coleman and return and after arrival at Coleman, are run to San Angelo Junction and to a point on the San Angelo District within the designated helper territory and return to Brownwood, but without making an intermediate Bangs turn, payment will be made on the basis of the mileage Brownwood to and from the turning point on the San Angelo District, with a minimum of 100 miles, plus an additional allowance of 50 miles for the lap-back San Angelo Junction to Coleman and return. When crews in such irregular helper service are run Brownwood to Coleman to Bangs and return to Coleman or San Angelo Junction and, in addition, run to some point on the San Angelo District within the designated helper territory, they will be allowed 150 miles for the trip Brownwood to Coleman and return, including the intermediate Bangs turn, plus actual mileage for the trip San Angelo Junction to the point on the San Angelo District and return."

**No. 37**--Letter Agreement of July 3, 1946.

"\* \* \* hereafter when making delivery of cars to the Galveston Wharf Company the so-called West end cars will be delivered in the "B" Yard and East end cars in the East Yard. When making delivery, if the track used will not hold entire delivery, the Santa Fe crew will double over only the excess cars in making delivery. The Santa Fe crews may be required to shove into a partially occupied track, it being understood that a partially occupied track which will not hold the entire delivery will only be used when there is no unoccupied receiving track in the yard. When delivery is shoved to an occupied or unoccupied track it will be shoved only to clear switch entrance thereto."

(The above will not change the past practice of yard crews setting out perishables on the so-called elevator switch tracks--letter agreement of September 7, 1946.)

**No. 38**--Letter Agreement of July 9, 1946.

"It was agreed that tonnage rating sheets will be published for each district for each class of engines assigned

thereto, the ratings to be shown separately between tonnage breaking points on the respective districts."

**No. 39**--Letter Agreement of July 10, 1946.

"On April 28, 1937, the Railway Company, with the approval of the Santa Fe Tie and Lumber Preserving Company, entered into an agreement with the General Chairmen of the Brotherhood of Locomotive Engineers, the Brotherhood of Locomotive Firemen and Enginemen and the Brotherhood of Railroad Trainmen, reading in part:

It was then agreed that the so-called dinkey engines and locomotive cranes operated by the Santa Fe Tie and Lumber Preserving Company would hereafter be restricted to the following movements of standard gauge cars -

'(a) So-called condemned cars which cannot be lawfully handled by railroad power;

'(b) Cars being loaded or unloaded by the locomotive cranes while such loading or unloading is in progress; and

'(c) From pile to pile only of cars of mixed material being loaded or unloaded by manual labor.'

"As a supplement to that Agreement, and in clarification of its meaning as to Items (b) and (c), it was further agreed in conference today with you and the respective General Chairmen, above referred to, that:

"1. Except as otherwise provided herein, the yard engine will place loads and empties on tracks on which they are to be unloaded or loaded, as the case may be, and will pick up any outbound loads or empties that are ready to move.

"2. Except as hereinafter provided in this section, the railway company will assign a yardman (foreman) to work in the Tie Plant yard on each shift during which the Tie Plant is in operation to assist, when immediately available, in the handling of standard gauge cars (other than so-called condemned cars) moved from track to track by the Tie Plant self-propelled equipment; this will not prevent

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such movement of cars by Tie Plant employes and equipment without the assistance of the yardman when the latter is not immediately available. The assignment of a yardman will not be required on shifts on which no standard gauge cars (other than the so-called condemned cars) are handled by the Tie Plant self-propelled equipment.

"3. When necessary to move a car out of a track to the lead to get crane on other end of car to complete the loading or unloading of said car by crane, such moves will be made by employes in charge of crane, except that when yardman assigned as herein provided is immediately available, the yardman will handle switches for such move or moves.

"4. When necessary to move a car from the track upon which same was loaded or unloaded to an adjacent track to permit a crane to get to the next car in the track to unload or load same, the yardman assigned as herein provided for, when immediately available, will handle switches for the crane or cranes in making such move or moves.

"5. Nothing herein will prevent cranes from moving a loaded car out of a track so that crane can get to some point on the track with empties to be loaded for rush shipment, nor from replacing the moved car after the empties have been loaded; also, nothing herein will prevent a car made empty and needed for rush shipment from being placed by crane on track where it is to be loaded, instead of being placed on an adjacent track.

"6. When a car being moved by crane is to be loaded or unloaded on two or more tracks, the yardman assigned as herein provided for, when immediately available, will be used to handle switches for crane or cranes in making such move or moves.

"7. No unfair advantage will be taken of the provision 'when immediately available' and those in charge will make every effort possible to work out a plan so that the yardman, assigned as herein provided, will be immediately available to perform work as set forth in Items 2, 3, 4, 5, and 6; on the other hand, the work is not to be unnecessarily delayed awaiting arrival of the yardman.

"8. Nothing herein shall be construed as hampering in any way the free movement of Tie Plant self-propelled machines by Tie Plant employes, without assistance of the yardman, when such movements are made either light or when handling only Tie Plant owned cars (condemned or narrow gauge), or the moving and replacing of standard gauge cars when this may be necessary to make track space available for such movement of Tie Plant equipment and cars.

"9. This supplemental agreement definitely and completely disposes of any and all controversies concerning performance of switching service by employes of the Santa Fe Tie & Lumber Preserving Company, including controversies relative interpretation and application of Awards 10256 and 10282, First Division, National Railroad Adjustment Board, which is its sole purpose; it is not to be construed as establishing a precedent and it is agreed that it is not to be used or referred to by either party in connection with any other controversy concerning use of privately owned self-propelled equipment by any other industry or Tie Plant."

**No. 40**--Letter Agreement of November 27, 1946.

"Claims of Cleburne chain gang crews for payment on basis of separate trip when run Dallas to Celeste and return in following instances, and for subsequent dates when Cleburne crews similarly operated Cleburne through Dallas to Celeste and return:

"Engr. K. Hogg, Frmn. G. F. McDonald	.....	7- 7-46
Engr. M. C. Ward, Frmn. H. B. Joslin	.....	7-28-46
Engr. J. R. Brown, Frmn. M. Vereen	.....	8-11-46

"DISPOSITION: Payment to be allowed on basis of separate trip when crews were called for Cleburne-Dallas turn and not notified until after departure from Cleburne they would be required to go to Celeste, and on basis of continuous time or miles when so notified prior to departure from Cleburne."

**No. 41**--Letter Agreement of November 27, 1946.

"It was agreed, for the purpose of disposing of these controversies, that the understanding outlined in letter

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agreement of July 3, 1946, which provided that 'hereafter extra engineers and firemen will be used to handle temporary work train service', applies to temporary or irregular work trains as defined in Article 21 of the Engineers' and Firemen's Agreements, and that it does not prevent performance of work train service for short periods of less than a full day's duration by yard crews as a part of their day's work.

"Yard crews required to perform work train service for short periods in addition to work in yard service will be allowed extra compensation therefor, at pro rata work train rate for the actual time consumed in work train service, with a minimum of two hours, this to be in addition to their regular yard pay and without any deduction therefrom for the time consumed in work train service.

"Example (1): A yard crew going on duty 8:00 AM unloads screenings 10:00 AM to 11:00 AM, released 4:00 PM; allowed minimum of two hours (25 miles) at work train rate, in addition to minimum day at yard rate.

"Example (2): A yard crew going on duty 8:00 AM unloads screenings 1:00 PM to 3:30 PM, released 4:00 PM; allowed two and one-half hours (31 miles) at work train rate, in addition to minimum day at yard rate.

"Example (3): A yard crew going on duty 8:00 AM unloads screenings 3:00 PM to 4:40 PM; allowed minimum of two hours (25 miles) at work train rate, in addition to 8'40" at yard rate."

**No. 42**--Letter Agreement of November 30, 1946.

"IT WAS AGREED:

"A--Head-end Switching Passenger Trains--Brownwood.

"That portion of the letter agreement of April 29, 1936, concerning 'switching passenger trains Nos. 75, 76, 77 and 78 at Brownwood' is cancelled with the understanding that road engine crews on passenger trains operating into and/or out of Brownwood, Texas, may be required to handle the picking up and/or setting out of head end cars

with the road engine as a part of their road trip, for which they will be allowed one hour at one-eighth of the daily rate according to class of engine used. It was agreed that the Company is privileged to require this service of either the incoming or outgoing crews, and with the understanding that two hours will be allowed should the work require an incoming crew so used to remain on duty more than one hour twenty-nine minutes after arrival at the passenger station or an outgoing crew so used to remain on duty more than one hour twenty-nine minutes after reporting for duty. It was understood that the allowance authorized herein will apply only so long as the work is required and only to the crew performing that work; the Company reserving the right to discontinue the requirement and the allowance at its option.

"This agreement to be made effective as of April 1, 1946, and to permanently dispose of all claims and controversies arising out of the performance of the head-end passenger work by road crews at Brownwood prior to that date.

"B - \* \* \* \* \*.

"C - Protection Extra Passenger Service.

"The following will govern protection of extra passenger service effective December 9, 1946:

"(1) Extra passenger service originating at home terminals is to be protected by an extra passenger crew as defined in Sections (d) and (e), Article 8, of the Engineers' Agreement and Section (e), Article 8, of the Firemen's Agreement.

"(2) Extra passenger service originating at intermediate points, other than Houston, shall be manned by an extra passenger crew, and where necessary to run the power light or with buffer between the terminal and the intermediate point, the extra passenger crew will be used on the light movement, such light movement to be combined with the passenger trip and paid for on a continuous time basis at the applicable rate of pay under Section (a) of Article 24, with the exception that extra passenger crews handling light engines between Cleburne and Fort Worth to doublehead on Train 28 or after having doubleheaded on

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Train 27 shall be paid for such light movement as per Section (f) of Article 15.

"Extra passenger service originating at Houston will be manned in accordance with the manner in which the crew is sent from the home terminal; if it deadheads, doubleheads a passenger train or runs light as a section of a passenger train, it is to be a passenger crew; if it doubleheads a freight train or runs light or with buffer not as a section of a passenger train, it is to be a freight crew and will take its turn with chain gang crews upon arrival at the away-from-home terminal.

"(3) An extra passenger crew arriving at an away-from-home point or terminal in extra passenger service will not be used in return movement in freight service except in emergency; such crews may be used in return movement

- (a) in extra passenger service,
- (b) doublehead on passenger train,
- (c) deadhead, or

(d) if the away from home point or terminal is not a home terminal for an extra board or for chain gang crews, the extra passenger crew may be used in return movement on engines running light or with buffer, with the proviso that, if more than one freight district is involved, such crews will not be run light or with buffer beyond the first chain gang terminal unless run as a section of a passenger train.

"(4) Extra passenger service originating at away-from-home terminals shall be manned in accordance with the manner in which the crew is sent from the home terminal. If the crew deadheads, doubleheads on passenger train or runs light as a section of a passenger train it is to be a passenger crew; if it doubleheads a freight train or runs light not as a section of a passenger train, the first out chain gang crew will be used. If a passenger crew is used it is to handle the service for which it was sent from the home terminal and is to have the same status at the away-from-home terminal as is specified above for crews handling extra passenger service out of the home terminal; if it is

a freight crew, it is to take its turn with chain gang crews on arrival at the away-from-home terminal and the extra passenger service is to be protected by the chain gang crew first out when that service is operated, regardless of whether that first out crew is the one sent from the home terminal. If such first-out crew returns to the away-from-home terminal it is to again take its turn with the chain gang crews. If this causes an excess of crews at the away-from-home terminal, the one first out is to be deadheaded to the home terminal even though that first out crew is not the one that handled the extra passenger service."

**No. 43**--Letter Agreement of January 8, 1947.

"It is agreed that a road crew may be assigned to perform switching work at Carthage and vicinity, such crew to be assigned as a switcher with headquarters at Carthage performing such switching work as may be required at that point and in the territory Beckville to Gary, both inclusive; the crew so assigned, in addition to performing switching at Carthage, will make such number of trips into and out of that point and over all or any part of the assigned district as the business may require, and will be paid on a continuous time basis, from the time of reporting for duty until time of release at the end of the day's work, at switcher rates of pay. Sleeping quarters in the way of a bunk car or box car caboose will be made available for the engineer, fireman and conductor before the assignment is made effective.

"The arrangement outlined herein is agreed to solely because of the existing conditions at Carthage and vicinity and it is understood that it is not to be considered as establishing a precedent and that it will not be referred to by either party in connection with controversies that might arise concerning similar conditions at other locations."

**No. 44**--Letter Agreement of July 7, 1947.

"Referring to your several discussions with Mr. Lawler concerning interpretation of Section (f), Article 1, of the Engineers' Agreement, and Section (i), Article 1, of the Firemen's Agreement, which rules read:

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'(f) No demoted Engineer will be permitted to hold a run as Fireman on any seniority district while a junior engineer is working on the Engineers' extra list or is holding a regular assignment as Engineer upon such seniority district, with the exception that vacancies for switch Engineers will be subject to bid on the part of any man whose name appears on the Engineers' seniority roster of the district affected, and the senior qualified man making application in writing for same will be assigned. The successful applicant will remain on such assignment until displaced by a senior Engineer who has lost his job through no fault of his own, or until he is assigned by application to another job to which his seniority may entitle him.'

"As I understand it, you desire that the last sentence thereof shall not be construed as preventing the cutting off in reduction of force of the junior engineer on the engineers' working list who may have bid in a yard job or been forced on same due to the absence of bids, nor as preventing recall to the engineers' extra board, in their seniority order, of demoted engineers who have bid in switch engineers' vacancies under the authority contained in the rules referred to, and with the understanding that a switch engineer's assignment vacated under such circumstances will be promptly posted and the man then occupying such assignment may remain thereon during the posting period by immediately filing bid for same; if he does not file bid for the assignment, it will be protected during the posting period by the junior engineer from the home terminal extra board; any deadheading resulting from this interpretation of the rule to be without expense to the Company."

**No. 45**--Letter Agreement--July 7, 1947.

"Hereafter, when reductions in the engineers' extra board are in order, the reduction will be effected by cutting off the required number of the youngest men at the bottom of the home terminal working list, regardless of whether they are on the extra board or holding regular assignments. If this results in cutting off men on regular assignments, the latter are to be displaced by the junior available men remaining on the extra board, with the exception that if any of the men to be cut off are holding yard jobs, such

jobs shall be posted with the understanding that the engineer on the job at the time of the reduction will be permitted to remain thereon during the posting period, if he so desires, by immediately filing bid for the assignment under the provisions of Section (f), Article 1, of the Engineers' Agreement. If he does not desire to remain on the assignment he may give it up and be relieved during the posting period by the junior available man from the home terminal extra board.

"Any deadheading resulting from this interpretation of the rule is to be without expense to the Company."

**No. 46**--Letter Agreement of September 17, 1947.

"The file reflects the facts in this case are that the regularly assigned engineer on the so-called Sulphur run laid off at Alvin on April 11, 1947. No extra engineers were available and Mr. M. A. Bailey, who was fireman on the Sulphur run, was the senior available emergency engineer. He was accordingly used as relief engineer on the assignment, and an extra fireman was deadheaded from Galveston to Alvin to protect the fireman's assignment. On April 14th, Engineer Schnelle became available and went to Alvin to displace Mr. Bailey from the engineer's assignment. The latter resumed his assignment as fireman and the extra fireman was returned to Galveston.

"\* \* \* .

"During conference on the 10th instant it was agreed that under the circumstances obtaining in this case, and in view of prior settlements made in other similar cases, Engineer Schnelle would be paid for deadheading from Alvin to Galveston on April 16th but not for the deadheading from Galveston to Alvin on the 14th; that the extra fireman would be paid for deadheading from Galveston to Alvin on April 11th but not for deadheading back from Alvin to Galveston after being displaced as a result of Engineer Schnelle having taken the engineer's job."

**No. 47**--Letter Agreements--October 14, 1947 and June 10, 1949.

"As I understand the matter, the Conductors', Engineers' and Firemen's Committees are agreeable to consid-

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ering Butlerburg as being within the switching limits of Conroe and switching thereat may be performed by the local crews without penalty, either lap-back or otherwise. With this understanding, the Company is agreeable to complying with the request of the enginemen that through freight service between Silsbee and Somerville, including trains 238-239, be operated with chain gang crews. Arrangements are therefore being made to make these understandings effective at the earliest convenient date possible, which should be within the next few days."

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"\* \* \* through freight crews operating from Silsbee to Somerville will not hereafter be required to go back to Butlerburg from Conroe to make a pick up, except in extreme emergency involving our own line."

**No. 48**--Memorandum of Agreement--November 25, 1947.

"IT IS AGREED:

"1. The South Yard limit board of the Houston Belt & Terminal will be placed at the CTC signal, located 522 feet south of T&NO-GC&SF crossing at Tower 81, it being understood that the connecting track between the GC&SF and the T&NO main tracks at Tower 81 is included within the Houston Belt & Terminal yard limits."

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"6. This agreement will remain in effect, subject to thirty (30) days' written notice from either party, as provided in Section 6 of the Railway Labor Act.

"SIGNED AT HOUSTON, TEXAS, this twenty-fifth day of November, 1947."

**No. 49**--Letter Agreement of April 14, 1948.

"It was agreed that the crew assigned to the switcher run established September 15, 1947, will make as many trips into and out of Houston or Alvin and/or any other station on the Houston Branch line as the business may require for the purpose of performing switching or handling

cars to or from any station or industry on the Houston Branch; the crew assigned to this run to be paid on a continuous time basis at switcher rate of pay from time of reporting for duty until time of release at the end of the day's work.

"This switcher is not to be used hereafter to handle connections for Trains 37, 38, 39 or 40, nor to handle over ten (10) through cars between Houston and Alvin on any date; if required to handle more than ten (10) such through cars on any date, the members of the crew will be allowed 100 miles in addition to other time earned on such date.

"It was understood that this agreement is to be applicable only to this particular assignment and is to be without prejudice to the position of either party with respect to application of side and lap-back rules in connection with any other runs."

**No. 50**--Letter Agreement of June 29, 1948.

"\* \* \* effective July 6, 1948, hostling of passenger engines between roundhouse and passenger station at Fort Worth will be handled by hostlers and hostler helpers; this settlement to be without prejudice to either party's position relative necessity for assigning outside helpers to work with outside hostlers and is not to be referred to in connection with any claims involving that question at any other points on the Gulf Lines."

**No. 51**--Letter Agreement of June 29, 1948.

"It was agreed, in order to clear this case from the docket and without prejudice to the position of either party, that the case would be disposed of by an allowance of one hour for each date on which the engine crew is required to turn the motor car or steam engine, as the case may be, after completion of trip on Train No. 81 Brownwood to Menard. This settlement to be effective February 8, 1946."

**No. 52**--Letter Agreement of June 30, 1948.

"\* \* \* hereafter movements of engines in distribution of power will be handled by chain gang crews. This does not apply to engines moving to and from shops as referred to in

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Article 24 (b) of the Firemen's Agreement."

**No. 53**--Letter Agreement of July 1, 1948.

"\* \* \* the GC&SF Railway Company (hereinafter referred to as Santa Fe) and the StLSW Railway Company of Texas (hereinafter referred to as Cotton Belt) are jointly and equally purchasing the right of way and trackage in the former Blue Bonnet Ordnance Plant at McGregor, Texas, and will operate such trackage as a joint facility.

"The two roads have agreed to alternate, in periods of equal length, in the handling of the switching necessary to serve the industries that are now or may hereafter be located on or adjacent to the joint trackage referred to.

"It was understood and agreed by and between us, and effective as of the date the property is turned over to the two roads by the War Assets Administration:

- "(1) That the necessary switching on the joint tracks shall be performed, in alternate periods, by Santa Fe road crews and Cotton Belt crews; the Santa Fe crews to perform the switching for the first period.
- "(2) That the first period shall begin at 12:01 AM on the first day on which such joint switching service is performed.
- "(3) That during each alternate period the road not then operating the facilities shall place its inbound cars on a designated track in McGregor or on a track within the joint facilities to be designated by it and such cars shall thereafter be delivered to the industries by the crews of the road obligated to perform the switching service.
- "(4) That outbound cars for the road not operating the facilities shall be assembled by the crews of the road obligated to perform the switching service and be placed either on the designated track in McGregor or on a track within the joint facilities to be designated by the non-operating road.

- "(5) That during each alternate period the crews of the road then obligated to perform the switching service shall perform any interplant or intraplant switching that may be required of the railroads.
- "(6) That Santa Fe employes shall not establish seniority on the Cotton Belt nor shall Cotton Belt employes establish seniority on the Santa Fe by reason of this joint service.
- "(7) That any work train service required on the joint trackage shall be performed by employes of the Company whose turn it is to maintain and operate the joint facilities.
- "(8) That the work of serving the joint facilities will be handled by local crews insofar as practicable with the understanding that if it becomes necessary to use a through freight crew, such crew will be paid switcher rate and with the further understanding that if the local cannot handle the work with regularity (more than 50% of the time) a switcher will be assigned straightaway or turnaround to assist the local in handling that or other switching work on the district."

**No. 54**--Letter Agreement of July 16, 1948.

"It was agreed that hereafter when yard crews are instructed by proper authority (Trainmaster or Yardmaster or their representatives) to push or help road trains in yards each member of such yard crew will be allowed one hour at one-eighth of their daily rate in addition to other time earned on that date."

**No. 55**--Letter Agreement of July 16, 1948.

"It was agreed that hereafter when necessary to double trains in yards account road engine unable to handle the train, the road crew will yard the front end of the train and a yard crew, if available, will yard the rear end of the train. If a yard crew is not available and the road crew is required on instructions of proper authority (Trainmaster or Yardmaster or their representatives) to yard the rear

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end of the train, all members of the road crew will be allowed two hours at one-eighth of their daily rate in addition to other time earned on the day or trip, no claims to be presented by yard crews in such instances."

**No. 56**--Letter Agreement of July 16, 1948.

"It was agreed that, because of the peculiar circumstances connected with the operation of the Colburn Rodeo Special passenger trains, the movement of those specials on districts where the crews are required to load or unload the Rodeo outfit will be handled by chain gang crews; members of train crews handling such movements to be paid a minimum of 160 miles at through freight rate and overtime on the minute basis at a rate per hour of 3/16ths of the daily rate if held on duty after 11'12" for each such trip terminal to terminal, including loading and unloading of the Rodeo outfit. Members of engine crews will be compensated in accordance with the provisions of Section (i), Article 16, of the Engineers' Agreement and Section (j), Article 16, of the Firemen's Agreement. \* \* \* this settlement is to be without prejudice to either party's position with respect to application of the circus train rules and is not to be referred to in connection with any other controversies relative application of those rules."

**No. 57**--Letter Agreement of July 19, 1948.

"It was agreed all claims incident to the assignment of Dallas as home terminal for crews on trains 43, 44, 49, 50 would be withdrawn with the understanding that Cleburne will be re-established as home terminal for those runs effective as of August 1, 1948. It was also agreed that with Cleburne as home terminal, the Company has the option of assigning the crews on those trains either on straightaway basis or on turnaround continuous time basis and may assign both on the same basis or one straightaway and the other turnaround, the assignment on either basis to be subject to change as conditions justify. It was further agreed that this settlement will not prejudice in any way the present assignment of crews on Trains 238-239 between Beaumont and Silsbee, there being no protest or controversy concerning the assignment and compensation

of crews Beaumont to Silsbee and return on continuous time basis."

**No. 58**--Letter Agreement of July 19, 1948.

**Group 6**

"63. Claim of Engineer J. H. Springer for day in yards, Train No. 73 at Temple, September 6-8-10, 1946, and all subsequent dates engine crews are required to turn or handle motor car around wye for return movement to Brownwood.

**Group 14**

"136. Claim of Engineers on Trains 201 and 202 for one hour hostling service, Longview.

"Because of the similarity in the operations, it was agreed that each of the above claims would be disposed of by an allowance of one hour at one-eighth of the daily rate as per Section (g), Article 17, of the Engineers' and Firemen's Agreements effective as of July 16, 1948, with an allowance of one-half hour for the period of the claims prior to that date or retroactive to September 6, 1946, in Case No. 63 and to April 11, 1945, in Case No. 136. This special allowance will apply only on dates on which the road engine crews are required to perform the work in controversy."

**No. 59**--Letter Agreement of July 19, 1948.

"\* \* \* it was agreed that road engine crews on passenger trains may be required to handle the picking up and/or setting out of head end baggage and/or mail cars with the road engine at Fort Worth as a part of their road trip, for which they will be allowed one hour at one-eighth of the daily rate according to class of engine; this payment to be made effective July 16, 1948."

(See letter agreement No. 27, page 87.)

**No. 60**--Letter Agreement of July 19, 1948.

"\* \* \* hereafter when yard engine crews are required to handle and remain with the Store Department crane while

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picking up rail and miscellaneous scrap for the supply train they will be allowed extra compensation therefor at pro rata rate with a minimum of two hours in addition to their regular yard pay and without any deduction therefrom for the time consumed in handling the crane. No extra allowance will be made in instances where the supply train crew picks up scrap, etc., in intermediate yards without detaching the crane from the supply train."

**No. 61**--Letter Agreement of July 21, 1948.

"It was agreed that the following work performed by road freight crews within the switching limits at Dallas will not be considered as yard work or as entitling either road or yard crew to extra compensation therefor:

"Northward crews may make one straight pick-up and Southward crews one straight set-out at Hale in addition to which the road crews may detach road engine from train at one other point within the switching limits to enable yard engine to switch train and then return road engine to train after yard engine completes work thereon; yarding of inbound train on and removing of outbound train from designated track at Dallas on turnaround trips will not be considered as a set-out or pick-up under this agreement.

"Nothing herein contemplates that road crews may pick-up cars at one point within the Dallas switching limits and deliver them to another point within such switching limits.

"NOTE: The terms 'straight set-out' and 'straight pick-up', as used above, mean a set-out of cars in one cut on one track or a pick-up of cars in one cut first out on one track provided the track used will hold the set-out or pick-up; when the track used will not hold the set-out or pick-up, cars may be placed on or picked up from such additional track or tracks as are necessary to hold the remainder of the set-out or pick-up.

"It is understood that the so-called 'Cleburne cut off' will not be used as a pick-up track when the pick-up consists of more cars than the cut off

will hold, except when conditions will permit using the cut off in combination with another track with the entire pick-up coupled together in one cut.

"If a bad order car is discovered in a train while within the switching limits at Dallas, such bad order car will be set-out by yard crew if one is immediately available. Otherwise, the road crew may set-out the bad order car; if the set-out is made by a yard crew, the road crew will move its engine out of the way and return it to the train. In either event, the operation will not be counted as a set-out under the terms of this agreement."

**No. 62**--Letter Agreement of July 21, 1948.

"It was agreed that hereafter when a road crew is required to exchange its engine with an engine on an outlying assignment for the purpose of moving the latter into shops for repairs or regular monthly inspection, the engine crew making such exchange will be allowed one hour therefor at one-eighth of the applicable daily rate in addition to the regular allowance of time or miles for the trip; this not to apply to instances where engines are sent out from the terminal light or double head solely for the purpose of changing off nor to instances where it is necessary to exchange engines because of engine breaking down enroute."

**No. 63**--Letter Agreement of July 27, 1948.

"It was agreed \* \* \* that when two or more engine crews arrive at a terminal at approximately the same time and the first-in crew is delayed in arriving at the roundhouse, the other crews will register in in the order of their arrival and leave space ahead on the register for registration of the first-in crew, it being understood that the employes will be responsible for registering in their proper turn."

**No. 64**--Memorandum of Agreement of January 26, 1949.

"IT IS AGREED:

"In the event of an employe of a class included in the scope of the working agreement with the Engineers, Firemen, Conductors, Trainmen, or Yardmen, who is found to

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be disqualified as a result of a re-examination conducted under the Company's rules governing physical examinations including eye sight, color sense and hearing feels that his physical condition does not justify removal from the service or restriction of his rights to service, such employe, upon request in writing by himself or his representative within 15 days following notice of disqualification, may be given further re-examination as follows:

"1. If disqualified because of physical disabilities:

"(a) The employe will be jointly re-examined by a physician designated by the Company and a physician of the employe's own choice who shall both be graduates of a Class (A) medical school of regular medicine. This re-examination will be conducted at the office of the Company's physician, unless otherwise mutually agreed to by the two physicians. If the two physicians agree that the man is disqualified, their decision is final; if they agree the man is qualified, he will be returned to the service.

"(b) If the two physicians fail to agree, the employe's physician and the railroad's physician will select a third physician who shall be a practitioner of recognized standing in the medical profession and where any special type of case is involved must be a certified specialist in the disease or impairment which resulted in the employe's disqualification. The Board of physicians thus selected will examine the employe and render a report of their findings within a reasonable time, not exceeding 15 days after their selection, setting forth the employe's physical condition and their conclusion as to whether he meets the requirements of the Company's physical examination rules.

"(c) The railroad company and the employe involved will each defray the expense of their respective physicians. The fee of the third member of the board, not exceeding \$50 will be borne equally by the employe involved and the railroad company. Other examination expenses, such as X-ray, electrocardiographs, etc., not exceeding \$50, will be borne equally by the employe involved and the railroad company.

"(d) If the majority of the board of physicians conclude that the employe meets the requirements of the Company's physical examination rules, he shall be permitted to return to the service from which removed.

"(e) If there is any question as to whether there was any justification for restricting the employe's service or removing him from service at the time of his disqualification by the Company doctors, the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral doctor for his consideration and he shall specify whether or not in his opinion, there was justification for the original disqualifications. The opinion of the neutral doctor shall be accepted by both parties in settlement of this particular feature. If it is concluded the disqualification was improper, the employe will be compensated for loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification.

"(f) Should the decision of the Board of physicians be adverse to the employe and it later develops that his physical condition has improved sufficiently to justify considering his return to service, a re-examination will be arranged upon request of the employe, or his representative, but not earlier than ninety (90) days after such decision.

"2. If disqualified because of defects in vision, color sense or hearing:

"When an employe upon re-examination fails to meet the required standards on vision, color sense, or hearing, such re-examination may be followed by a field test under joint direction of a Committee representing the Management and a Committee representing the Employes, such field tests to be conducted in the following manner:

"(a) FOR VISION AND COLOR PERCEPTION. The Field Test will be made with flags, lamps and signals used in daily operation of engines and trains, with or without glasses, at varying distances, but not to exceed two thousand (2,000) feet for the correct

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observation by day and by night of block signals, signal lights, lamps, flags, and fusees, under service conditions. Whenever necessary, the tests for color perception shall include the varying atmospheric conditions existing with cloudy weather, smoke, rain, fog, mist and snow. The response to each test shall be as prompt as actual service conditions necessitate, and the tests may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

"(b) FOR HEARING. The Field Test shall demonstrate ability to hear ordinary conversations, air whistle signals, torpedoes and other audible signals, under service conditions. The response to each test shall be as prompt as actual service conditions necessitates, and the test may be repeated as frequently, and in whatever order may be necessary to determine the facts beyond reasonable doubt.

"(c) The Field Tests shall be held as soon as practicable after receipt of request therefor and will be so arranged that the responses are solely those of the individual tested, without interference or aid otherwise, the entire test shall be repeated.

"(d) The Joint Committee will carefully record the different distances at which signals are displayed or given; the responses made by the individual tested, and the degree of promptitude of responses, and will make a joint report to the Management, advising whether the employe passed a satisfactory test and, if not, agreeing if possible in a recommendation as to the service, if any, to which the individual may be safely assigned."

**No. 65**--Letter Agreement of February 18, 1949.

"It was mutually agreed that there is nothing in the rule (Section (a) of Article 8) which requires posting of an outlying extra board in order to give 'older engineers' or firemen information concerning establishment of the extra board, but all that is required is to notify the youngest man that he is due to protect the outlying board and he must do

so, unless senior men learn of the establishment of the Board and request the right to protect it, and it was agreed that the rule will be generally so applied in the future."

**No. 66**--Letter Agreement of June 11, 1949.

"\* \* \* that in the future movement of Southern Division passenger engines relieved at the wye (P&SF Junction) will be taken care of by hostlers, paying the inside hostler the outside rate for days such service is performed; and that if the hostler is not immediately available, the engine will be moved to the roundhouse by the engineer and fireman, for which an allowance of one hour will be made."

**No. 67**--Letter Agreement of September 16, 1949.

"It was agreed during the conference that we will hereafter consider that Engineers shall have one year's experience in other classes of road service (not yard service) before being qualified for passenger service, and that when extra men are required to be used for passenger service under the provisions of Section (e), Article 8, the work will be protected as follows:

"First, by the first-out extra man who has had one year's experience as Engineer;

"Second, if there is no extra man available with one year's or more experience, the work will be given to the oldest available road Engineer in terminal rights service in point of seniority on that passenger district who has had one year's experience as Engineer;

"Third, if there is no extra or regular Engineer available, who has had one year or more experience, the work will be given to the senior available Engineer, regardless of whether he is on the extra board or holding a regular turn or assignment in road service."

**No. 68**--Letter Agreement of September 16, 1949.

"Referring to conference today with you and your General Committee concerning the application of Article 5 of the Engineers' Agreement, reading:

'Except on short branch runs, or at outlying points where engines do not get to shops, an Engineer in any class of service will remain with his disabled engine

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until he reaches the end of his run or assigned district, or until an engine can be furnished him; it being understood that when an engine of another train is taken, between terminals, to replace a disabled engine, each Engineer will remain with his own engine, but when a relief engine is sent from a terminal to replace a disabled engine, the Engineers will exchange engines.'

"In view of our letter agreement on the qualification of Engineers for passenger service (No. 67), it was agreed that when an engine on a regular or extra passenger train becomes disabled, the Engineer thereon will handle the train to his terminal with whatever engine is furnished to relieve the disabled engine, and not remain with the disabled engine. This applies only to passenger service, no change to be made in other classes of service."

**No. 69**--National Conference Committee Settlement of August 11, 1948.

**"Section 1--Minimum Basic Daily Rates for Engineers and Firemen,  
and Helpers on Other Than Steam Power, in Freight Service.**

"The minimum rates for engineers and firemen, and helpers on other than steam power, used in all classes of service paying freight rates shall be the rates presently applicable to locomotives weighing 100,000 pounds and less than 140,000 pounds on drivers; and the rates for such service on locomotives weighing 140,000 pounds and less than 170,000 pounds on drivers shall be the same as those presently applicable to locomotives weighing 170,000 pounds and less than 200,000 pounds on drivers.

"Existing rate and weight on driver tables shall be revised accordingly, preserving any higher rate that may be in effect on any specific locomotive or any class of freight service on an individual carrier.

"Existing differentials for divisions or portions thereof or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, are preserved.

This shall be effective as of January 1, 1948.

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**"Section 2--Basic Daily Rates for Engineers and Firemen, and Helpers on Other Than Steam Power, in Yard Service.**

"The rates presently in effect for through freight service shall be made applicable to engineers and firemen, and helpers on other than steam power, in yard service, except that the rate for firemen and helpers in yard service, on locomotives weighing less than 140,000 pounds on drivers shall be \$10.49; provided, however, that the existing differentials between the rates for firemen on steam locomotives and helpers on electric locomotives in yard service shall be maintained.

"Rates for engineers and firemen, and helpers on other than steam power, in yard service shall be as set out in Appendix A, attached hereto and made a part hereof. Existing rates in yard or through freight service which are higher than those shown in Appendix A shall be maintained in applying this section, except that existing differentials in through freight service for divisions or portions thereof or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, shall not be applied to yard service.

"No oil differential shall apply in yard service.

"This shall be effective as of January 1, 1948."

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The inclusion of excerpts from various agreements reproduced hereinabove is not to be construed as excluding, canceling or superseding other written agreements or settlements not in conflict with the schedule rules and/or excerpts of agreements contained herein; such other written agreements or settlements, though not included herein, are continued in full force and effect.

FOR THE GULF, COLORADO & SANTA FE  
RAILWAY COMPANY:

J. P. COWLEY,  
Vice-President & General Manager.

FOR THE ENGINEERS:

R. W. HARRIS,  
General Chairman, B. of L. E.

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### VACATION AGREEMENT

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

IT IS HEREBY AGREED:

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

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

(c)--In dining car service, for service performed on and after July 1, 1949--each seven and one-half (7½) hours paid for shall be considered the equivalent of one basic day in the application of Sections 1(a) and 1(b).

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

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

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

(f)--Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the 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 be paid for their vacation as follows:

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

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

Section 3--Vacations, or allowances 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.

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

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

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

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

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such committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

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

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

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

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

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

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

(Signatures not reproduced.)

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**INTERPRETATION OF VACATION AGREEMENT****“M E M O R A N D U M**

Chicago, Illinois, April 29, 1949.

"Referring to agreement, signed this date, between employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and the Switchmen's Union of North America, and Carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committees, with respect to vacations with pay:

"In computing basic days in miles or hours paid for, as provided in Section 1 of said agreement, the parties agree that the following interpretations shall apply:

- "1. A trainman in passenger service, on a trip of 300 miles, upon which no overtime or other allowances accrue, will be credited with two basic days.
- "2. An employee in freight service on a run of 125 miles, upon which no overtime or other allowances accrue, will be credited with 1 $\frac{1}{4}$  basic days.
- "3. An employee in freight service on a run of 125 miles, with total time on duty of 14 hours on the trip, will be credited with 1 $\frac{3}{4}$  basic days.
- "4. An employee in yard service working 12 hours will be credited with 1 $\frac{1}{2}$  basic days.
- "5. An employee in freight service, run-around and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.
- "6. An employee in freight service, called and released and paid 50 miles for same, will be credited with  $\frac{1}{2}$  basic day.

"7. An employee in freight service, paid no overtime or other allowances, working as follows:

1st trip .....	150 miles
2nd trip.....	140 miles
3rd trip .....	120 miles
4th trip.....	150 miles
5th trip.....	140 miles
	—
Total.....	700 miles

will be credited with seven basic days.

"8. An employee in freight service makes trip of 80 miles in 8 hours or less, for which he is paid 100 miles, will be credited with 1 basic day.

"9. An engineman in passenger service makes a trip of 100 miles or less in 5 hours, will be credited with 1 basic day.

"10. An engineman in short-turn-around passenger service, makes a trip of 100 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

"11. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, on duty eight hours within a spread of nine hours, will be credited with 1 basic day.

"12. A trainman in short-turn-around passenger service, makes a trip of 150 miles or less, total spread of time 10 hours, on duty eight hours within the first nine hours, will be credited with 1? basic days.

"13. An employee in freight service, deadheading is paid 50 miles for same, will be credited with 1/2 basic day.

"14. An employee is paid eight hours under the held-away-from-home terminal rule, will be credited with 1 basic day.

"15. An employee is allowed one hour as arbitrary allowance, will be credited with 1/8 basic day."

(Signatures not reproduced.)



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**Table Showing Time After Which Overtime Accrues  
on Runs 100 Miles to 199 Miles in Length, on  
Speed Basis of 12½ Miles Per Hour.**

<b>Distance Miles</b>	<b>Overtime Accrues After Hours</b>	<b>Distance Miles</b>	<b>Overtime Accrues After Hours</b>	<b>Distance Miles</b>	<b>Overtime Accrues After Hours</b>	<b>Distance Miles</b>	<b>Overtime Accrues After Hours</b>
100	8 00	125	10 00	150	12 00	175	14 00
101	8 05	126	10 05	151	12 05	176	14 05
102	8 10	127	10 10	152	12 10	177	14 10
103	8 14	128	10 14	153	12 14	178	14 14
104	8 19	129	10 19	154	12 19	179	14 19
105	8 24	130	10 24	155	12 24	180	14 24
106	8 29	131	10 29	156	12 29	181	14 29
107	8 34	132	10 34	157	12 34	182	14 34
108	8 38	133	10 38	158	12 38	183	14 38
109	8 43	134	10 43	159	12 43	184	14 43
110	8 48	135	10 48	160	12 48	185	14 48
111	8 53	136	10 53	161	12 53	186	14 53
112	8 58	137	10 58	162	12 58	187	14 58
113	9 02	138	11 02	163	13 02	188	15 02
114	9 07	139	11 07	164	13 07	189	15 07
115	9 12	140	11 12	165	13 12	190	15 12
116	9 17	141	11 17	166	13 17	191	15 17
117	9 22	142	11 22	167	13 22	192	15 22
118	9 26	143	11 26	168	13 26	193	15 26
119	9 31	144	11 31	169	13 31	194	15 31
120	9 36	145	11 36	170	13 36	195	15 36
121	9 41	146	11 41	171	13 41	196	15 41
122	9 46	147	11 46	172	13 46	197	15 46
123	9 50	148	11 50	173	13 50	198	15 50
124	9 55	149	11 55	174	13 55	199	15 55

**Mileage Equivalent of Overtime Rate  
on Basis of 3/16 of Daily Rate.**

<b>Overtime</b>	<b>Miles</b>	<b>Overtime</b>	<b>Miles</b>	<b>Overtime</b>	<b>Miles</b>	<b>Overtime</b>	<b>Miles</b>
<b>Hrs. Min.</b>		<b>Hrs. Min.</b>		<b>Hrs. Min.</b>		<b>Hrs. Min.</b>	
02	1	2 00	38	4 00	75	6 00	113
05	2	2 05	39	4 05	77	6 05	114
10	3	2 10	41	4 10	78	6 10	116
15	5	2 15	42	4 15	80	6 15	117
20	6	2 20	44	4 20	81	6 20	119
25	8	2 25	45	4 25	83	6 25	120
30	9	2 30	47	4 30	84	6 30	122
35	11	2 35	48	4 35	86	6 35	123
40	13	2 40	50	4 40	88	6 40	125
45	14	2 45	52	4 45	89	6 45	127
50	16	2 50	53	4 50	91	6 50	128
55	17	2 55	55	4 55	92	6 55	130
1 00	19	3 00	56	5 00	94	7 00	131
1 05	20	3 05	58	5 05	95	7 05	133
1 10	22	3 10	59	5 10	97	7 10	134
1 15	23	3 15	61	5 15	98	7 15	136
1 20	25	3 20	63	5 20	100	7 20	138
1 25	27	3 25	64	5 25	102	7 25	139
1 30	28	3 30	66	5 30	103	7 30	141
1 35	30	3 35	67	5 35	105	7 35	142
1 40	31	3 40	69	5 40	106	7 40	144
1 45	33	3 45	70	5 45	108	7 45	145
1 50	34	3 50	72	5 50	109	7 50	147
1 55	36	3 55	73	5 55	111	7 55	148