

Great Northern Railway Company

Schedule for Conductors.

This Agreement, with respect to rates of pay, shall become effective **December 27, 1943**, rules **August 1, 1944**, superseding all previous agreements, special rulings and interpretations in conflict therewith, and the following rules will govern the pay of Conductors in train service and define their rights as agreed to, understood and arranged between the Great Northern Railway Company, by its officers, and the Committee of the Order of Railway Conductors, who represent the Conductors employed in train service of the said Company and will continue in effect until thirty days after written notice shall have been given by either party hereto requesting a change.

RULE 1. Scope.

The word "Conductor" as herein used applies to conductors acting exclusively in that capacity.

PASSENGER AND MAIL SERVICE

RATES OF PAY, BASIC DAY, TIME ALLOWANCES,

GUARANTEES AND EXTRA SERVICE

RULE 2. Consist Passenger Crews.

Main line passenger and mail trains consisting of four cars or more will be manned by a conductor and not less than one brakeman and one flagman.

RULE 3. (a) Rates of Pay, Passenger.

Conductors in passenger or mail service on trains propelled by steam or other motive power shall be paid as follows: Per mile, 6.19 cents; per day \$9.29; per month, \$278.70.

Assistant conductors or ticket collectors: Per mile, 5.19 cents; per day, \$7.78; per month, \$233.40.

(b) Allowance for handling mail.

Conductors required to handle United States mail shall be paid thirty-four (34) cents per day more than the standard rate per day herein fixed for conductors. The extra allowance for conductors handling United States mail will not apply when the amount of such mail handled by the conductor does not exceed in volume, between any two points, the number of sacks or equivalent pieces specified by Post Office Department circular as the equivalent of three feet of mail space. Loading United States mail into car, storing it in car, sorting it enroute, or unloading it at intermediate or terminal points will constitute handling under this rule. The extra allowance for handling United States mail will not apply when storage mail is in charge of the conductor, provided he is not required to "handle" it.

NOTE:--The application of this rule is subject to interpretations, applicable to conductors, in Appendix "B".

(c) Basic Day-Passenger.

One hundred and fifty miles or less (straight-away or turnarounds), shall constitute a day's work; miles in excess of one hundred and fifty shall be paid for at the mileage rate provided.

(d) Beginning and Ending of Passenger Day.

Passenger day begins at the time of reporting for duty for the initial trip and ends when relieved from duty.

Daily rates obtain until the miles made at the mileage rate exceed the daily minimum.

(e) Monthly Guarantee-Passenger.

Regularly assigned passenger conductors, who are ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee provided for in Rule 3(i) exclusive of overtime. Extra service may be required sufficient to make up these guarantees, and may be made between regular trips; may be made on lay off days; or may be made before or after completion of the trip. If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after the completion of a day's work, will pay not less than the minimum day.

The basis of pay for extra service applies only in making up the guarantees. After guarantees are absorbed, schedule provisions for extra service apply.

(f). Application of Guarantee When Extra Conductor Relieves Regular Man.

When a regularly assigned passenger conductor lays off of his own accord, or is held out of service, the extra conductor will receive the same compensation the regular conductor would have received, and the amount paid the extra conductor, or conductors, will be deducted from the amount the regular conductor would have received had he remained in service, the sum of the payments to the conductor, or conductors, who may be used on the run equaling the monthly guarantee.

(g) Daily Guarantee, Passenger.

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

Conductors	\$9.36 per day
Assistant Conductors or Ticket Collectors	\$8.08 per day

(h) Rates, Extra Men.

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

(i) Method of Applying Daily and Monthly Guarantees.

The method of applying daily and monthly guarantees is shown in following examples:

1. (a) Conductor on thirty day assignment; paid daily minimum, plus one hour overtime at \$1.16 during the month, total of \$279.86. As average daily earning for which service is performed is less than \$9.36 will receive $30 \times \$9.36$, equals \$280.80.
- (b) Conductor in example 1-(a) lays off five days. He receives 25 days at \$9.36 equals \$234.00; extra man $5 \times \$9.36$ equals \$46.80.
- (c) Conductor on 30 day assignment, making 140 miles daily, is subject to the monthly guarantee of \$278.70; makes overtime daily; is required to perform extra service. Payments accruing under the schedule rules for the extra service will be applied against the payment of 30 days times \$9.36 per day, viz.: \$280.80. If such additional payments produce compensation in excess of \$280.80, daily earning guarantee not involved. (d) Conductor on 30 day assignment paying daily minimum which equals \$278.70; average daily earning guarantee $30 \times \$9.36$ equals \$280.80. Regular man lays off 10 days during the month and receives $20 \times \$9.29$ equals \$185.80; extra man working 10 days in regular man's place earns \$100.60 (including overtime). Regular man receives \$185.80; extra man received \$100.60; total \$286.40. As this is more than the average of \$9.36 for days of assignment, guarantee not involved.

EXAMPLE:

2. (a) Conductor on 26 day assignment; makes no over time and performs no extra service; therefore, is subject to the monthly guarantee of \$278.70. $1/26$ of \$278.70 equals \$10.72 per day. Daily earning guarantee not involved.
- (b) Conductor in example 2-(a) lays off one day; daily earning guarantee not involved; therefore, regular conductor receives $25/26$ of \$278.70, extra man working in his place $1/26$ of \$278.70.
- (c) Conductor on 26 day assignment makes no overtime; is required to perform extra service on one Sunday for which schedule requires payment of \$9.29 which is applied against monthly guarantee of \$278.70; $\$278.70$ divided by 27 days equals \$10.32. Daily guarantee not involved.

EXAMPLE:

3. Conductor on 28 day assignment, subject to monthly guarantee of \$278.70, earns 2 hours overtime at \$1.24, which equals \$2.48, total \$281.18. $28 \text{ days} \times \$9.36$ equals \$262.08. Daily earning guarantee not involved.

EXAMPLE:

4. Conductor on 28 day assignment which is subject to the monthly guarantee of \$278.70 lays off for one day, receives $27/28$ of \$278.70 or \$268.75; the extra man $1/28$ or \$9.95. Daily earning guarantee not involved for either regular or relief man.

EXAMPLE:

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

(a) Will be paid 2 days at \$9.29, equals \$18.58
(b) Will be paid 200 miles at 6.19c, equals 12.38
{c} Will be paid daily earning guarantee 9.36
(d) Will be paid daily minimum, \$9.29, plus 4
hours overtime at \$1.16-\$4.64 13.93

This does not nullify or amend Rule 8.

EXAMPLE:

6. In 30 day calendar month during which 28 days are made (the new standard daily rate is \$9.29) which for 28 days amounts to \$260.12. 28 days at the new average daily earning guarantee of \$9.36 amounts to \$262.08; inasmuch as the new monthly guarantee is greater than either of the daily guarantees, the monthly guarantee of \$278.70 will be paid.

NOTE:

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

Monthly guarantee to be applied in the same manner as heretofore.

(j) Short Turnaround Passenger Runs.

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.

In short turnaround passenger service of more than one round trip per day with a spread of twelve hours or more and where there is a period of two hours or more off duty at the designated home terminal, all time accruing after the twelfth hour will be paid for on one-half time basis.

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

(k) Overtime, Other Passenger Runs.

Conductors on other passenger runs shall be paid overtime on a speed basis of twenty (20) miles per hour computed continuously from the time required to report for duty until released at end of last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of seven (7) hours thirty (30) minutes from time of first reporting for duty.

Time consumed in incidental or additional service and paid for separately, such as Rule 6(d) and (e), should not be included in calculating overtime; in other words, should not be paid for twice.

(l) **Passenger Overtime Rate**

Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided. (Divide the straight monthly rate by the number of days per month the train is scheduled to run to obtain the daily basis; divide the daily basis by eight to obtain the new hourly over-time rate.)

RULE 4. (a) Additional Short Trips, Passenger Service.

When passenger or mail conductors are required to make a short trip, either before or after their regular trip to keep intact assignments or to handle their own connections, they will be paid 6.19 cents per mile for such trip, in addition to pay for regular trip.

(b) **Double on Lay-Over Day.**

Conductors will not be required to double on lay-over days when it is possible to avoid it.

Conductors may be run off their respective divisions, under the provisions of this rule.

(c) **Called and Not Used—Passenger Conductors.**

When regular passenger conductors are called for a train, which for any reason is not run, they shall be allowed one day's pay.

Payments made under this paragraph will not apply to make up monthly guarantee.

RULE 5. (a) Extra Passenger Service.

Extra passenger service, including temporary vacancies, will be manned for a period of ten calendar days, by the senior, available, qualified freight conductor in service at the source of supply. After ten calendar days, the senior qualified conductor applying in writing for said vacancy will be assigned until it is bulletined and assigned as provided in Rule 36. In all passenger service, conductors must have qualified for such service and only conductors having full passenger uniforms shall be considered qualified.

(b) Forfeit Rights to Extra Passenger Service.

Conductors are privileged to forfeit their rights to extra passenger service by not qualifying for extra passenger service.

When a conductor forfeits his rights to perform extra passenger service, he thereby forfeits his rights to such extra passenger service during the time he retains title to the run he held at the time he made the forfeiture.'

When a conductor thus disqualified makes a change in runs, he may requalify himself for extra passenger service provided such requalification is made within ten calendar days from the date he made change in runs.

A conductor will be considered to have made a "change in runs" when he has relinquished his right to a run and marked up on a new run, even though he does not make a trip on such new run. A conductor so marked up may thereupon requalify himself for extra passenger service provided he does so in writing to the local Railway Officer.

When a conductor qualifies or disqualifies himself for extra passenger service, he shall do so in writing to the local Railway Officer.

(c) Manning Passenger Train When Run in Sections.

In manning the various sections of a passenger train under paragraph (a) of this rule, when but one section is regularly assigned and the remainder is unassigned service not covered by Rule 8, the following will govern:

1. If a through passenger train is delayed in transit, and a made-up section is run on time, such made-up section is the unassigned section and should not be manned by the regular assigned conductor.
2. If a second section originates at an intermediate terminal or division, and is to be run in addition to the through section, such section originating at the intermediate terminal or division is the unassigned section.
3. If both sections carry cars which run through, but one section is instructed to make only necessary operating stops or to omit certain work usually performed by the regular train, such section is the unassigned section.
4. If both sections carry cars which run through, but one section is exclusively coach or tourist and head-end cars, such section is the unassigned section and the all-first-class-sleeper section is the regular section.
5. If both sections carry through coach and first-class sleeper equipment and make all regular stops, the first section is the regular section and succeeding sections are unassigned sections.
6. When necessary for the regular assigned crew to handle first section in order to secure proper rest before their return trip, such deviation from above provisions may be made.

(d) Leave Distant Terminal in Order of Arrival.

When two or more conductors in extra unassigned passenger service are at distant terminal, the order of their departure in such service will be determined by the order of their arrival there. This does not apply to a conductor who is temporarily relieving a passenger conductor assigned to a regular run. Such conductor takes the turn the regular man would take.

RULE 6. (a) Monthly Mileage Basis, Passenger.

Forty-five hundred (4500) miles shall be the maximum for the monthly money guarantee. Miles run in excess of 4500 shall be paid for at the rate of 6.19 cents per mile.

- (b) Rearrange Runs.

Reductions in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this agreement is understood to prevent adjustment of runs in short turnaround and suburban service that are paid under minimum rules, for the purpose of avoiding payment of excess mileage or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended, or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided; provided that crews are not taken off or reduced in number. Added mileage, up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from or add

to the minimum day's pay and this added mileage is not to be construed as "increase in mileage" within the meaning of this article.

- (c) For the purpose of avoiding payment of excess Overtime on turnaround runs in passenger service, when any part or leg thereof is over 80 miles, the railroad will be privileged to rearrange runs, combine pools or sets of runs, and may establish inter-divisional runs, excepting where this may be prohibited by provisions of existing agreements; such runs to be paid for in accordance with the mileage schedules provided, but in no case less than the combination of trip rates in effect April 10, 1919.

NOTE:

--Following extract from Director of Operation, W. T. Tyler's telegram, dated May 21, 1919, "Paragraph D., Article Four, Supplement Sixteen, refers only to turnaround runs described, and that rearrangement of runs authorized has reference only to such rearrangement between existing terminals and that crews are not to be run through existing terminals nor number of crews increased or reduced without concurrence of committee".

Question 50--What rearrangements of runs are permissible under these sections?

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

- (2) Where all crews involved make in excess of the mileage constituting a day, mileage may be taken from one crew and added to another, if by so doing overtime accruing under former assignments can be reduced.
- (3) Turnaround runs may be changed to straightaway runs, paying not less than the minimum day in each direction.
- (4) Inter-divisional runs may be established excepting where prohibited by provisions of existing agreements, provided constructive mileage is not absorbed.
- (5) Short turnaround runs may be combined, or pooled, with long straightaway or turnaround runs, provided crews are not reduced in number or constructive mileage absorbed.

- (d) Passenger Switching or Herding at Terminals.

Passenger conductors who are required to turn or switch their trains or do any other switching or herd engines at terminals, shall be paid for actual time so consumed in addition to pay for trip at regular overtime rates.

- (e) Handle Baggage or Express at Terminals.

Passenger conductors required to handle baggage or express at their terminal station, shall, if time consumed exceeds fifteen minutes, be paid for entire time so engaged as per paragraph (d). Paragraphs (d) and (e) not to apply to branch line conductors making less than 4500 miles

- (f) Advance Service Checking Passengers or Transportation.

When passenger conductors are required to be on duty and check passengers or accept their transportation in advance of taking charge of the train, if trip is made in miles, they will be paid for all such advance service which is in excess of thirty (30) minutes before their regular or scheduled leaving time, at regular passenger rate of pay, in addition to pay for the trip.

Such additional payment for advance service is intended to compensate for

special service away from his train which necessitates Conductor being on duty earlier than otherwise would be necessary. If conductor has already been called, and actual departure of train is later delayed beyond the time for which called, such advance compensation will not be continued beyond a time thirty (30) minutes before the hour for which train is called.

If trip is made in hours, all time on duty, from commencement of advance service to final tie-up, will be figured as continuous and paid for as per Rule 3, and no special advance allowance will accrue.

(g) Deadheading, Passenger.

Passenger conductors deadheading in connection with a run will receive the same pay as if they had handled the train.

Passenger conductors deadheading to point of service but required to handle deadhead equipment or pilot an engine while deadheading receive the rating to which such handling is entitled if it is greater than their passenger rate.

RULE 7. Passenger Freight Shipments.

When it is desired to handle freight shipments, moving on freight billing under freight tariffs, upon trains assigned or run as passenger trains, the following special rules will apply:

If such shipments are handled in cars not equipped for regular movement in passenger trains, the handling of such equipment constitutes a freight train movement. If such movement is only occasional or incidental, freight rates will be paid for the trip in accordance with the classification of freight service rendered, but without change in assignment or application of freight rules or terminals. If such freight movement is regularly part of the work of the train, assignment of run and application of rates and rules will be made as provided for freight train service.

If such shipments are handled in cars equipped for regular movement in passenger trains, the run will be assigned, and operated as to rules and terminals, as a passenger train, but there shall be added to the regular passenger rate the differentials as shown below for the actual mileage over which the freight service is performed. Through service as there shown shall be understood to mean the handling of shipments on that run in unbroken cal loads; local service shall be understood to mean the handling of shipments loaded or unloaded from cars enroute while that run:

	Through Service	Local Service
	Cents per Mile	Cents per
Mile.		
Conductors	2.29	2.84

It is understood and agreed that this rule does not apply to silk, fish and berry specials covered by Rule 8(b), nor to milk and cream or similar commodities handled on special billings as "passenger train freight" or "waybilled baggage", nor to commodities of any kind handled on express billing. It is further understood and agreed that these rules do not apply to passenger equipped cars which are returned empty, nor to the incidental return movement of less than carload merchandise returned to its proper destination account carried by in error, and is without prejudice to the proper application of combined service Rule 10(f).

If trains are run composed of passenger equipment only, but handling only fast freight as provided herein, they will be classified and operated as passenger runs, subject to the differential rate provided.

RULE 8. (a) Special Passenger Trains.

Conductors handling special passenger trains, such as Fair, Convention, Excursion, Elks' Specials and all similar trains will be paid through freight rates whether run as sections of regularly scheduled trains or not. Overtime to be computed on freight rate basis. Established passenger terminals will be observed in the application of this rule. This rule will not apply to sections of a regularly scheduled passenger train handling overflow business.

A special train composed entirely of empty passenger equipment, also troop trains composed of passenger equipment only will be considered as passenger trains, and will be handled under the provisions of paragraph (a) of this rule.

A passenger train devoted to the use of a special party, not open to use by other passengers, and upon which other than regular accommodations or service is provided, is a special train within the meaning of this rule, even though run as an extra section of a regular train.

A passenger train devoted to a special party, and run ahead of the schedule of a regular passenger train, is a special train within the meaning of this rule.

(b) Commodity Specials.

Conductors handling special trains which do not carry passengers, such as silk, fish and berry specials, will be paid on through freight basis. Established freight terminals will be observed; except that conductors of such trains may be required to handle them between Fridley or Minneapolis Junction and St. Paul, Superior and Duluth, Hillyard and Spokane, and Interbay and Seattle, and will be paid terminal time therefor on basis of 12 ½ miles per hour, computed for outgoing conductors from the time they leave the terminals until they return and for inbound conductors from time they arrive at freight terminal until they are released.

Special trains composed in part of empty passenger equipment but carrying also commodities specified in paragraph (b), also troop trains consisting of both passenger and freight equipment, will not require uniformed conductors and will be handled in accordance with paragraph (b) of this rule.

RULE 9. Coupling and Uncoupling Hose.

At main line terminals where carmen are employed, passenger conductors shall not be required to couple or uncouple air or steam hose.

OTHER SERVICES—RATES OF PAY, BASIC DAY,

TIME ALLOWANCES, GUARANTEES AND

EXTRA SERVICE

RULE 10. (a) Basic Day, Other Than Passenger.

In all road service, except passenger and mail, one hundred (100) miles or less, eight hours or less (straightaway or turnaround), shall constitute a day's work. Miles in excess of 100 will be paid for at the mileage rates provided.

The above basic day mileage for through freight and passenger service was modified by Article IV of the October 31, 1985 National Agreement (Local, work, wreck, snow plow, etc. remains at the 100 mile basic day) as follows:

ARTICLE IV - PAY RULES

Section 1 - Mileage Rates

- (a) Mileage rates of pay for miles run in excess of the number of miles comprising a basic day (presently 100 miles in freight service and 100 miles for engine crews and 150 miles for train crews in through passenger service) (PEB219 11/1/91) will not be subject to general, cost-of-living, or other forms of wage increases.
- (b) Mileage rates of pay, as defined above, applicable to interdivisional, interseniority district, intradivisional and/or intraseniority district service runs now existing or to be established in the future shall not exceed the applicable rates as of October 31, 1985. Such rates shall be exempted from wage increases as provided in Section 1(a) of this Article. Car scale additives and weight-on-drivers additives will apply to mileage rates calculated in accordance with this provision.

Section 2 - Miles in Basic Day and Overtime Divisor

- (a) The miles encompassed in the basic day in through freight and through passenger service and the divisor used to determine when overtime begins will be changed as provided below:

Further modification occurred as a result of Article IV of PEB219, Public Law 102-29 Implementing Document effective November 1, 1991 to the following extent:

<u>Effective Date of Change</u>	<u>Through Freight Service</u>		<u>Through Passenger Service</u>	
	<u>Miles in Basic Day</u>	<u>Overtime Divisor</u>	<u>Miles in Basic Day*</u>	<u>Overtime Divisor</u>
November 1, 1985	102	12.75	153-102	20.4
July 1, 1986	104	13.0	156-104	20.8
July 1, 1987	106	12.25	159-106	21.2
June 30, 1988	108	13.5	162-108	21.6
July 29, 1991	114	14.25	171-114	22.8
January 1, 1992	118	14.75	177-118	23.6
January 1, 1993	122	15.25	183-122	24.4
January 1, 1994	126	15.75	189-126	25.2
January 1, 1995	130	16.25	195-130	26.0

The higher mileage numbers apply to conductors and brakemen and the lower mileage numbers apply to engineers and firemen.

- (b) Mileage rates will be paid only for miles run in excess of the minimum number specified in (a) above.
- (b) Side and Lap Back Trips.

When a crew is required to make a 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.

When a regularly assigned crew in helper service between two terminals makes a side trip off of their assigned district from an intermediate point in extra freight service, such side trip shall be paid for as a separate day account used in other service outside of assigned district.

On a turnaround assignment, extra trip from turnaround point, when outside of assigned territory, is an additional day.

(c) Short Trips.

Short trips from a terminal to an outlying point and return from an outlying point to a terminal and return, 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 derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage. It is understood that this rule is for the purpose of covering emergencies and that under its application, an engine may be run to the nearest fuel or water supply and return, regardless of whether that supply is within or outside the territory limitation of the regular assignment for the run; but if such emergency continues, and such additional mileage is necessary each trip for a period of more than 10 days, the additional mileage will be included under a rebulletin of the assignment, or else paid for thereafter as a new day, if run beyond the limits of the assignment.

(d) Overtime, Other Than Passenger.

On runs of 100 miles or less, overtime will begin at the expiration of eight hours; on runs of over 100 miles, over-time will begin when the time on duty exceeds the miles run divided by 12½. Overtime shall be paid for on the minute basis, at a rate per hour of 3/16ths of the daily rate.

(e) Rates of Pay, Other Than Passenger.

Through freight conductors	\$8.48 per day
Mixed train conductors	8.69 per day
Way freight conductors	9.03 per day
Work train conductors	8.70 per day
Snow service conductors	9.12 per day
(*) Mesabi Range ore trains conductors	9.03 per day

(*) This rate is to be applied only to the conductors engaged in the transfer work between mines and assembly yards and does not affect yard crews nor hauling crews between the assembly yard and the dock.

(f) Combined Service.

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

(g) Mountain Rate.

Mountain runs between Skykomish and Merritt, Clancy and Woodville, and Walton and Summit, and on any other grades of 1.8% and greater.

Freight conductors \$9.20 per day

(c) Way Freight-Districts and Service.

Not less than tri-weekly way freight service will be maintained on the following districts:

Superior to Cass Lake.
Superior to Minneapolis.
Minneapolis to Barnesville.
Cass Lake to Crookston Yard.
Crookston Yard to Barnesville.
Crookston Yard to Noyes.
Crookston Yard to Grand Forks.
Barnesville to Grand Forks (via Fargo).
Grand Forks to Devils Lake.
Minneapolis to Breckenridge.
Willmar to Sioux City.
Breckenridge to Minot via Casselton and New Rockford.
Devils Lake to Williston.
Williston to Blackfoot.
Great Falls to Havre.
Great Falls to Clancy.
Great Falls to Sweetgrass Line Jct.
Great Falls to Laurel.
Blackfoot to Troy.
Troy to Wenatchee.
Hillyard to Kettle Falls.
Wenatchee to Leavenworth.
Skykomish to Delta.
Interbay to Vancouver, B. C.
Seattle to Vancouver, Wash.

Way freight rates will be paid to the assigned freight conductors on the Butte Division branch between Armington and Neihart; this on account of former monthly rates being higher than standard daily rates.

Way freight rates will be paid to conductors of 421's extra east, Kelly Lake or Virginia to Superior, between November 15th and April 15th of each year.

Conductors of trains loading or unloading L. C. L. freight between Leavenworth and Merritt will be paid way freight rate for trips on which it is done.

Where way freight trains are for any cause not run, the conductor of other trains that perform the work of way freight trains, shall receive the way freight rate of pay

(d) Allow Way Freight Rate When Way Freight Service Performed.

Way freight rates will be allowed when way freight service is performed. Way freight service is understood to include the loading or unloading of L. C. L. merchandise, and local switching at points intermediate between the terminals of the run, of cars not handled in that train. The movement of other cars necessary to effect a set-out or pick-up of cars handled in the train will not be considered local switching under this rule.

(e) Way Freight Work by Through Trains.

It is further understood that the conductors of through or extra freight trains will not be required to load and unload way freight or peddle water, except when absolutely necessary, this work belonging to the trains on the various districts to which maximum allowances are made.

(f) Inexperienced, Brakeman-Way Freight.

Inexperienced brakemen, those having had less than six months' service, will not be sent out on way freight trains when experienced brakemen are available on extra list. Extra men runaround under this rule will not be paid therefor.

RULE 14. Freight Conductors Called and Not Used.

When freight conductors are called for service they shall receive not less than eight hours' pay unless the train for which they are called is annulled before the expiration of four hours, in which case they shall receive four hours' pay and stand first out. If any work is actually performed or train is not annulled until after the expiration of four hours, they shall receive eight hours' pay and stand last out. Payments under this rule to be on pro rata basis and not computed in connection with road time.

RULE 15. (a) Beginning and Ending of Day.

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

(b) Automatic Release.

Conductors arriving at terminals or end of runs are automatically released, except as provided for in the following sections: Under this rule it is agreed that the Company will be allowed to run conductors to first siding out of regular terminals to pick up trains set out on account of blocked yard and run through terminals with same.

(c) Turnaround Trips in Pool or Irregular Freight Service.

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

(d) Turnaround Assignment.

It is further agreed that conductors assigned to turnaround service between two designated points may be run through such terminal as many times as provided in their assignment, but will not be run by or beyond the terminus of such assignment. Conductors so assigned not to be run around by each other at their terminal.

The term "assignment" as used in the foregoing to be not less than 15 days'

continuous service, except work train service.

RULE 16. (a) Deadheading—Freight.

Freight conductors deadheading to equalize power or crews, or for other reasons, shall be allowed miles or hours, but not less than 100 miles or eight hours; except that when deadheading in connection with turnaround or straightaway runs, time will be figured continuously. First conductor out shall deadhead and stand first-out on arrival at distant terminal. When deadheading conductors to intermediate points, first conductor out will run the train; second conductor deadhead.

- (b) When a conductor lays off for his personal convenience and it is necessary to deadhead a conductor to relieve him, no deadhead time will be allowed.

No payment will be made to conductors for deadheading to exercise their seniority, or to any conductor displaced by the exercise of seniority.

EXAMPLES COVERING PAYMENT FOR DEADHEADING

A gives up No. 5 and deadheads to take No. 1--No time allowed.

F called to deadhead to take No 5--Time allowed.

B, senior conductor, displaces F--No time allowed F or B.

D granted leave of absence account of sickness; E sent Company to relieve him; deadhead time will be allowed going and returning. No deadhead time will be allowed I). "Sickness" is understood to mean sickness of Conductor D or member of his immediate family residing at his home. Actual employe called for such relief will be entitled to deadheading both directions. If such relief employe is displaced by a senior before relief is finished, relief employe first called still receives the deadheading both directions and the employe displacing on seniority receives no deadheading either direction, regardless of his eventual release being due to return of the sick employe.

- (c) Train abandoned leaving conductor away from home terminal, unless service is furnished, deadhead time will be allowed for shortest distance, either to point of next service or to home terminal, with minimum allowance of 100 miles.
- (d) Employes deadheaded back from the distant terminal to their home terminal shall be paid therefor on the basis of the trip upon which they arrived at the distant terminal.

RULE 17. (a) Runaround.

Conductors not sent out in turn or who are runaround at terminals will be paid 100 miles for each runaround; this not to apply after crews are on duty and under pay.

- (b) **Use First Available Crew for Wrecker.**

In case of a wreck call necessitating the immediate use of the wrecker, the first available conductor may be used, in which event conductors so runaround will not be allowed compensation as per the foregoing paragraph.

RULE 18. Attending Court or Inquest.

Regularly assigned conductors held from their assignment to attend court or inquest at the request of the Company will be allowed one day at their regular rate for each day so held, but not less than the earnings of their assignment for the total period so held from it. Conductors not holding any assignment and attending court or inquest at request of the Company, or regularly assigned conductors so attending in addition to performing all service on their assignment, will be allowed one day at regular rate of pay for each day such court service is required, and without deduction from any other compensation earned. If attendance at court or inquest is requested by the Company during their regular hours of service in lieu of such regular service, no additional payment will be allowed. Any court or witness fees received will be assigned to the Company. If required to leave their home point, necessary actual expenses will be allowed.

RULE 19. (a) Held from Service.

When conductors are held from their runs or service their pay until their return to their runs or service shall not be less than it would have been had such an interruption to their regular work not occurred.

Payments under this rule to be miles or hours, whichever is the greater, at straight time rates.

- (b) Delayed Assigned Crews—First Out.

When assigned conductors are so delayed that they do not arrive at terminals in time to come out on their regular runs, they shall, after a proper rest, stand first-out, in order to enable them to reach their proper terminals in time to bring out their regular runs without loss of time, and without penalty to the Company.

- (c) Assigned Crews, Service on Lay-Over Day.

Conductors assigned to regular runs with lay-over away from designated home terminal will be notified if required for service on lay-over day. If no notice is received, they may absent themselves until time for their regular run. If notified and not used, will be paid a minimum day.

RULE 20. (a) Delayed Account Wreck, Etc.

When conductors are delayed between terminals on account of wreck, washout or snow blockade, they shall be paid one day for the first eight hours so held in addition to the time or miles made that day and for each succeeding day, not less than one day's pay at the rate for class of service in which engaged.

- (b) Tie-Up Less Than 14 Hours' Service.

Conductors when tied up between terminals prior to the expiration of fourteen hours' service, will go automatically on duty after eight hours' rest, and shall be paid not less than a minimum day for each leg of the trip, and as much more as they would earn under the schedule rules.

A conductor tied up between terminals on order of the dispatcher but again called in less than eight hours is on continuous time.

NOTE:--Rules 20(a) and (b) apply to passenger and to freight service.

- (c) Road conductors tied up between terminals in obedience to Section (b), then towed or deadheaded to terminal with or without cabooses, will be paid time or miles for such tow or deadhead trip.
- (d) In computing time under paragraphs (b) and (c), it is understood that time and one-half time will only apply when computed under Rule 10 on each leg of the trip separately and does not apply to deadheading

- except when done in connection with a trip.
(e) Tie-up Under Hours-of Service Law.

Road conductors tied up enroute under the Federal Hours-of-service Law will be governed by the conditions of the Joint Chicago Agreement of April 1, 1908, shown herein as Appendix "A", and by this reference made part of this Agreement.

RULE 21. Held Away from Home Terminal.

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

Held-away-from-home-terminal time cannot be absorbed by combining it, as continuous time, with subsequent dead-heading on a passenger train.

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

EXAMPLES:

Employee has accumulated two hours held from home terminal time when called for duty, switches one hour and runs 100 miles in seven hours, tying up eight hours after called for duty. Allowance is for 10 hours or 125 miles, plus one hour switching.

Employee has accumulated two hours held from home terminal time when called for duty, switches one hour, and runs 100 miles in five hours, tying up six hours after called for duty. Allowance is for eight hours or 100 miles, plus one hour switching.

Employee has accumulated two hours held from home terminal time when called for duty, switches one hour and runs 100 miles in eight hours, tying up nine hours after called for duty. Allowance is for ten hours or 125 miles, plus one hour at time and one-half

Employee has accumulated two hours held-from-home-terminal time when called for duty, switches one hour and runs 100 miles in six hours, tying up seven hours after called for duty. Allowance is for nine hours or 112½ miles, plus one hour switching.

RULE 22. Coaling Engines.

When it becomes necessary for conductors to shovel coal onto engines or to coal them by means of hand or air hoist derricks, with buckets, they shall be allowed one hour for each engine so coaled in addition to pay for trip.

RULE 23. Circus Trains.

Conductors handling circus or theater trains that stop to exhibit will be paid twelve hours or 150 miles for each move including loading and unloading of circus. Miles run in excess of 150; hours in excess of twelve will be paid for as per Rule 10. If less than 16 hours is used in the last move, actual time will be paid as per Rule 10 with a minimum of 100 miles. Conductors used in other service during time circus is exhibiting shall be paid extra therefor as another day according to class of service performed. Conductors handling these trains that do not exhibit between terminals shall be paid at through freight rates.

RULE 24. Pilots.

Pilots are to be competent to handle train orders and will be paid through freight conductor's rates. Conductors to be used when available.

TERMINAL SERVICES AND ALLOWANCES

RULE 25. (a) Terminal Switching Where No Yard Service Maintained.

At terminals of road runs where yard engine service is not maintained, conductors, when required to perform switching services either before or after completion of any run, will be paid for all time so engaged at pro rata rates in addition to pay for trip if trip or run is computed in miles. When the hours exceed the miles divided by 12½, payment to be in accordance with the provisions of Rules 10 and 15.

A conductor of a through freight train that changes crews at New Rockford, Glasgow, Blackfoot, Troy, Cass Lake or Devils Lake and who is required to pack or rebrass cars at these points will be paid for the actual time expended except if on overtime or terminal switching is performed.

EXAMPLES:

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

Compensation: 100 miles plus 2 hours switching at former rates.

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

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

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

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

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

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

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

(b) Terminal Switching Where Yard Service Is Maintained.

1. At terminals of road runs, where Yard Engine Service is maintained, Road Conductors will not be permitted to perform initial or final terminal switching during hours that a yard engine is on duty, except in case of an emergency, or in case it is found necessary to set out a car after the train is made up, or to double-over train. An emergency is defined as a wreck, washout, or accident requiring immediate service. Such emergency, set-out, or double-over service will be paid for to the road conductor at one and one-half times the rate of pay for Yard Foreman, or at one and one-half times the Conductor's road rate, whichever is the higher, on an actual minute basis with a minimum of one hour. Such payment to Conductor shall be in addition to the pay for the road trip and without deduction of time so engaged from the time of the road trip.
2. At points where Yard Engine Service is maintained and such point is an intermediate point on a Road conductors run, such Road Conductor will not be permitted to perform intermediate switching during hours that a yard engine is on duty, but may set out and/or pick up cars for that point, or to be moved from that point. Such pick-up and/or set-out will be confined to the movement necessary to pick-up such cars as are first-out on one track or to place cars set out into clear, on one track. Picking up or setting out cars on more than one track will be considered switching and in violation of this paragraph, unless one track is insufficient in length to hold all of such pick-up or set-out, in which case either pick-up or set-out may be doubled over.
3. If switching is performed by Road Conductors in violation of paragraphs 1 and 2, it shall be considered as Yard Service performed by a Road Conductor outside of his assignment and will be paid for to the Conductor at the rate of pay for Yard Foreman, with a minimum of one day. Such payment to Conductor shall be in addition to and separate from the payment for the road trip, and actual time engaged in work for which such additional minimum day at yard rates is paid shall be deducted from the time of the road trip.
4. At points where non-continuous Yard Engine Service is maintained, a Road Conductor may perform initial terminal, final terminal, or intermediate switching during hours that no Yard Engine is on duty, provided there will not have been a Yard Engine on duty within one hour either before or after time such switching is started. When switching service is performed by Road Conductor under this paragraph, it shall be paid for to the Conductor at one and one-half times the rate of pay for Yard Foreman, or at one and one-half times the Conductor's road rate, whichever is the higher, on an actual minute basis with a minimum of one hour. Such payment to Conductor shall be in addition to the pay for the road trip and without deduction of time so engaged from the time of the road trip.
5. If such initial, final, or intermediate switching, other than excepted service as defined in Paragraphs 1 and 2, is started by a Road Conductor during or within one hour of the time a Yard Engine is on duty, it shall be considered as Yard Service performed by a Road Conductor outside of his assignment, and will be paid for to the Conductor at the rate of pay for Yard Foreman, with a minimum of one day. Such payment to Road Conductor shall be in addition to and separate from the payment for the road trip, and actual time engaged in work for which such additional

minimum day at yard rates is paid shall be deducted from the time of the road trip.

EXAMPLES:

"A" - Represents a train terminal having continuous yard service.

"B" - Represents a train terminal having part-time yard service; as, for example, Yard Crew assigned 8:00 A. M. to 4:00 P. M.

"C" - Represents a train terminal having no yard service.

"D" - Represents an intermediate yard having part-time yard service, as, for example, Yard Crew assigned 8:00 A. M. to 4:00 P. M.

"A" to "B" equals 125 miles. "B" to "C" equals 125 miles.

1. Train called at "A", 10:00 A. M., arrives "B" 7:00 P. M., switches at "B" until 8:00 P. M., ties up 8:00 P. M. Paid 125 miles road service, plus 1 hour yard service at $1\frac{1}{2}$ times yard rate.
 2. Train called at "B" 7 :00 P. M., switches at "B" until 8:00 P. M., arrives "A" 7:00 A. M., ties up 7:00 A. M. Paid 125 miles road service, plus 2 hours road overtime, plus 1 hour yard service at $1\frac{1}{2}$ times yard rate, or 1 hour road overtime, whichever is the higher.
 3. Train called at "B" 4 :30 P. M., switches one hour, arrives "A" 1:30 A. M., switches at "A" one hour, ties up 2:30 A. M. Paid 125 miles road service, plus one yard day at "B" account violation paragraph 4, plus one yard day at "A" account violation paragraph 1.
 4. Train called at "B" 7 :00 P. M., switches at "B" one hour, arrives "C" 4 :00 A. M., switches at "C" one hour, ties up 5 :00 A. M. Paid 125 road miles, plus one hour yard service at "B" at $1\frac{1}{2}$ times yard rate or road rate, whichever is the higher, plus one hour final terminal switching at "C" under paragraph (a) of this rule.
 5. Train called at "C" 7 :00 A. M., switches one hour, arrives "B" 4 :00 P. M., ties up 4 :00 P. M. Paid 125 road miles, plus one hour initial terminal switching at "C" under paragraph (a) of this rule.
 6. Train called at "B" 8 :00 A. M., arrives "C" at 7 :00 P. M., switches at "C" 1 hour, ties up 8:00 P. M. Paid 125 road miles plus two hours road overtime under Rule 10
 7. Train called at "B" 2 :00 P. M., switches at intermediate yard "D" 6 :00 P. M. to 7 :00 P. M., arrives "A" 11:00 P. M., ties up 11:00 P. M. Paid 125 road miles plus 1 hour yard service at "D" at $1\frac{1}{2}$ times yard rate or road rate, whichever is the higher.
 8. Train called at "B" 8:00 A. M., switches at intermediate yard "D" 1:00 P. M. to 2 :00 P. M., arrives "A" 5 :00 P. M., ties up 5 :00 P. M. Paid 125 road miles plus one yard day at "D" account violation paragraph 2.
6. This agreement is made with prejudice to or change in that special agreement heretofore entered into on August 4, 1931, covering terminal allowances in the Twin City Terminals, or of those two special agreements heretofore entered into on May 5, 1938, covering terminal switching at certain coast line points, and such agreements shall not be considered a violation of Paragraphs One and Two.
7. This agreement is without prejudice to existing schedule rules and interpretations covering payment for terminal service other than as provided herein! nor does it change the present classification of Mesabi Range Transfer Service, which is now classified as Road Service and will so continue, and which service it is agreed includes movement of empty cars from assembly yard to mines, and movement of loads from mines to assembly yard (including their movement to the designated track in such assembly yard), regardless of whether the mine spurs diverge from yard inside switching limits, or from main track outside of switching limits.

NOTE:--Reference is made to Twin City Switching Agreement effective August 4, 1931, (See Appendix C). Coast Line Switching Agreement effective May 1, 1938, (See Appendix D), Portland-Vancouver Switching Agreement effective May 1, 1938, (See Appendix E), and Spokane pick-up, set-out Agreement effective June 1, 1940, (See Appendix F), which are hereby reaffirmed.

(c) Terminal Switching, Work Train Service.

Arbitrary for terminal switching is not allowable in work train service except when such switching is not in connection with work train service.

RULE 26. Switching Cabooses.

Freight trains must not be switched at terminals with caboose attached. Conductors' cabooses must not be handled at terminals other than as necessary for their attachment to trains or return to caboose track. Cabooses will be placed on caboose track with reasonable promptness after arrival at terminal, particularly where conductors use them for change of clothing or sleeping.

RULE 27. Carrying Supplies.

At terminal points, conductors will not be required to carry chains, knuckles, brasses, dope oil or waste between their cabooses and storehouses.

PROMOTIONS

RULE 28. (a) Promotions—Qualification For.

Conductors will be promoted on their respective seniority districts with reference to the following:

- First—Fitness for position.
- Second—Previous record of faithful service.
- Third—Length of service.

(b) Conductors not promoted according to seniority shall be given a reason in writing

RULE 29. Promoting Brakemen and Hiring Conductors.

When it becomes necessary to increase the force of conductors on any seniority district, one conductor will, when available, be hired to two brakemen promoted. When hiring conductors under this rule, conductors in service as brakemen will be given preference. No brakeman will be promoted to conductor who has not had at least two years' experience as freight brakeman on a steam surface railway, and no conductor will be hired who has not had at least two years experience as conductor on a steam surface railway.

RULE 30. Retain Rights When Promoted.

Conductors promoted to official positions yardmaster or employed by the Order of Railway Conductors shall be considered in the service of the Company as to their rank and rights of promotion, and shall retain the same rights they would have gained if in actual service as conductors.

SENIORITY RIGHTS AND DIVISIONS

RULE 31. (a) Seniority Date.

Conductors will take rank from date of their appointment or promotion, and will have choice of runs on their respective seniority districts to which their age in service entitles them. Temporary assignment as conductor in emergency does not constitute a promotion. In case two or more brakemen are promoted to conductors on the same day, seniority in service as brakemen will govern their relative standing as conductors. If on account of sickness or other causes beyond his control, a man is unable to present himself for examination in regular turn, it will not affect the record date of his promotion. Present standing of men shall not be changed by this rule.

(b) Seniority Roster.

Men promoted, appointed or hired as conductors shall be notified in writing by the proper officer of the Company of their date and position on conductors' seniority roster and unless men affected file a written protest, with the error against this date and position on the conductors' seniority roster within sixty days from the date of notice, no protest will thereafter be heard or considered.

RULE 32. (a) Permanent Employment After 90 Days.

Conductors who have remained in the service 90 days will be considered permanently employed and shall not be dismissed on account of unsatisfactory references.

(b) Letters of Recommendation.

Copies of letters of recommendation will be filed with personal records of conductors and original will be returned within thirty days after the conductors enter the service.

(c) Service Letter.

When requested in writing, service letters will be furnished within ten days to all conductors leaving the service of the Company.

RULE 33. (a) Seniority Districts.

Seniority districts shall be established as follows:

First District

Duluth to Coon Creek.
Superior to Cass Lake.
Saunders to Allouez.
Brookston to Virginia and Branches.
Swan River and Gunn to Kelly Lake.

Second District

St. Paul to Barnesville via Elk River.
Minneapolis to St. Cloud via Osseo Line.
Elk River to Milaca.
Willmar to Brook Park.
Sauk Center to Cass Lake.
Fergus Falls to Pelican Rapids.

Third District

St. Paul to Breckenridge.
Hutchinson Junction to Hutchinson.
Benson to Huron.
Morris to Browns Valley.
Elbow Lake to Evansville.
Aberdeen Line Jct. to Aberdeen.
Rutland to Forbes.

Fourth District

Willmar to Sioux City.
Garretson to Yankton.
Sioux Falls to Watertown.

Fifth District

Barnesville to Noyes.
Crookston to Breckenridge.
Crookston to Cass Lake.
Tilden Junction to Warroad.

Sixth District

Barnesville to Neche.
Crookston Yard to Devils Lake.
Grafton to Walhalla.
Larimore to Hannah.
Lakota to Sarles.
Devils Lake to Hansboro.

Seventh District

Breckenridge to Larimore
Casselton to Devils Lake.
 Fargo to Surrey.
Erie Jct. to Portland Jct.
Chaffee Jct. to Chaffee.

Eighth District

Devils Lake to Williston and Branches.

Ninth District

Williston to Cut Bank.
Snowden to Richey.
Fairview to Watford City.
Bainville to Ophein
Saco to Hogeland.

Tenth District

Great Falls to Mossmain and Branches.
Great Falls to Pacific Jct.
Great Falls to Sweet Grass and Branches.
Great Falls to Butte.

Eleventh District

Cut Bank to Troy and Branches.

Twelfth District

Troy to Wenatchee.
Wenatchee to Oroville Bonners Ferry to Port Hill.
Wenatchee to Mansfield Spokane to Coeur d'Alene.
Spokane to Moscow.
Colfax to Spring Valley.

Thirteenth District

Spokane to Nelson, B. C., via Dean and Branches.
Kettle Falls to Republic and Branches.
Oroville to Hedley, B. C.

Fourteenth District

Everett to Wenatchee.
Everett to Portland.
Everett to Vancouver, B. C. and Branches.

Fifteenth District

Bend to Bieber.

It is agreed that whenever changes in the foregoing seniority districts are required by the Management, such changes shall be by agreement between the representatives of the Order of Railway Conductors and the Management.

(b) New Lines—How Manned.

When new lines are built by the Great Northern Railway, the Local Chairman of the O. R. C. from the divisions liable to be affected by the diversion of traffic shall, in conjunction with the General Chairman, elect from which division or divisions conductors shall be chosen to man such new line.

RULE 34. (a) Rights Yard and Train Service.

Yard employes will have no rights in train service or vice versa.

(b) Conductors temporarily assigned to yard service shall not lose their rights thereby. Temporary assignment not to exceed sixty days.

RULE 35. (a) Temporary Transfer.

In case of lack of force on one seniority district and surplus on another, conductors may be transferred temporarily and shall not lose rights on original seniority district, provided, they return within six months. Such men will have the privilege of returning before the force on the original seniority district is otherwise increased; if permanently transferred, will rank as new men from the date of temporary transfer.

(b) Conductors will not be retained on a seniority district to which temporarily transferred if there are available conductors holding rights on such seniority districts.

VACANCIES, NEW RUNS, BULLETINS, EXERCISE

OF SENIORITY AND EXTRA LIST

REGULATIONS

RULE 36. (a) Bulletins, New Runs and Vacancies.

Vacancies and new runs, except chain gang service, shall be bulletined for a period of ten days. Such bulletins shall be posted on bulletin boards on the seniority districts of the conductors affected. Bulletins will specify the time and date of closing, whether vacancies thereon are temporary or permanent, terminals of runs bulletined, lay-over or relief point, nature of service and days upon which service is to be performed. (In case an assigned work train has no regular terminal or lay-over point, the general locality will be stated in the bulletin.) No bids may be withdrawn after specified time of closing of bulletin. The senior conductor making application in writing, in accordance with said bulletin, shall, if relief conductor is available, be assigned immediately after the closing date of the bulletin, but the senior conductor bidding on a run may take it immediately without waiting for the close of the bulletin period; unless he elects to take an open run or temporary vacancy that has extended beyond the ten-day period. In the latter event, it is understood that the run which he is awarded by bulletin is his regular run, regardless of the fact that he does not immediately make trip on it but instead accepts service on open runs. When displaced from such open run or temporary vacancy, his regular run will be the one he applied for and was awarded on the bulletin.

(b) If no Bidders.

If there are no bidders on a bulletined position, the senior demoted conductor on that seniority district will be signed, the same as if he were the senior bidder for such position.

(c) Forfeit Rights to Run if Fails to Bid.

A conductor in service during the time, or any part thereof, in which a bulletin is posted, and failing to file application in accordance with bulletin shall forfeit his rights to such run to the conductor accepting it and to him only during the time the latter remains on such run. This forfeiture ceases when such latter conductor leaves his regular run to take temporary vacancies or open runs. A conductor assigned to a bulletin run shall not hold same unless his seniority entitles him to regular or extra service as a conductor.

(d) Not Eligible to Bid on Own Vacancy.

A conductor who voluntarily relinquishes his right to a regular assignment will not be eligible to rebid upon the vacancy thus created by him unless there are no other bidders for such vacancy.

(e) Temporary and Permanent Vacancies and Open Runs.

Vacancies that exist due to conductors laying off for period of thirty (30) calendar days or longer will be bulletined as temporary vacancies. When it becomes known that the conductor laying off will not return to his run, or if he lays off continuously in excess of six months, the run will then be rebulletined as a permanent vacancy.

An open run in passenger service, and in other than passenger service on districts where extra list is maintained, is a temporary vacancy that exists more than ten and less than thirty days, or until closed by bulletin assignment.

An open run in other than passenger service on districts where no extra list is maintained is a temporary vacancy that exists more than one trip and continues until closed by bulletin assignment.

When a conductor applies for, and is assigned to a run, and for any reason fails to go out, such failure to go out creates a vacancy which in passenger service will be filled for the first ten days as provided in Rule 5; in other than passenger service will be filled for the first ten days as provided in Rule 37.

When a conductor accepts a temporary vacancy, or an open run, he is not entitled to return to his former run until he is displaced.

When a temporary vacancy is created on a regular run, a conductor accepting it after the ten-day period can be displaced at any time by any senior conductor until such time it is assigned by bulletin.

(f) Bulletin Assigned Work Trains.

Regularly assigned work trains shall be bulletined ten days, as provided in paragraph (a) of this rule. The oldest conductor applying for same will be assigned if competent and old enough to hold a regular turn.

(g) Manning Temporary Unassigned Work Train Service.

Temporary unassigned exclusive work train service, including wreck or snow plow service, for which full crew is used, put on for ten days or less will be handled by chain gang. A conductor in such service tied up at either his home terminal or away-from-home-terminal resumes his turn in chain gang service. Such temporary work train service for which less than full crew is used will be manned by the extra list, or senior demoted conductor if there is no extra list. Deviation from the foregoing may be made when mutually agreed to by the Superintendent and Conductors' local representatives.

(h) Chain Gang Service.

The constant changes in chain gang (pool and unassigned) service make it impossible to bulletin such service, and, for that reason conductors regularly assigned to chain gang service will have the same right to such service as if they received their runs by bulletin.

Conductors taking a chain gang turn, when such turn has been in service for a period of thirty days or longer, or when it is positively known that it will be in service thirty days or longer, by remaining on the turn for ten days will establish their right to the service the same as if they had received it by bulletin.

Two requirements are necessary to establish a bulletin right to a chain gang turn: First—The turn must be regularly assigned to chain gang or unassigned service, that is, it must be on for a period of thirty days or more, or definitely known that it will be on for thirty days or more. Second—A conductor must hold said turn for ten days or longer.

This illustration is to bring out the fact that a conductor cannot establish a bulletin right to any run, except chain gang service, unless he receives the run by bulletin, or exercises his seniority to displace a conductor who is holding a run under bulletin rights.

(i) Displacement in Pool, Unassigned and Other Service.

Displacement by seniority into pool or unassigned service must be exercised by displacing the youngest men to whom that run has not been forfeited by the displacing employe, providing that mileage, terminals, and lay-over points are the same. Variations in mileage, terminals or lay-over points constitute points of preference and seniority may be exercised on the basis of that preference when they exist, even if the man displaced be not the youngest. Displacement by seniority into assigned service must be exercised in the same way; but the regular lay-over day, if such exists, might be a point of preference, as well as the lay-over point. "Regular lay-over day" refers only to a lay-over day which occurs regularly on the same day of the week. If the lay-over days occur on successive days of the week, in successive weeks, there is no preference on such assignment so far as lay-over days are concerned. Displacement by seniority into work train service must be exercised in the same way as above noted, except that in work train service there may be variations in the kinds of work assigned, as well as terminals, etc., and, in such cases, the kind of work might also be a matter of preference.

(j) Status if Decline Regular Runs or Extra List.

Conductors who decline regular runs, or the extra list, are not subject to a call until they report for duty. When they do report, the Division officers must assign them to the service they are entitled to, according to their seniority, and in accordance with Rule 37(Q). A conductor is either in service and subject to a call, or he is considered laying off.

(k) Rights When Cut Off Board.

Conductors who are cut off the board on account of the number of conductors on a seniority district being decreased, if they hold themselves in readiness for a call, are entitled to service, in accordance with their seniority.

A conductor may be cut off the board and a junior conductor to him may be in the service as a brakeman. The junior conductor, who is braking, is not entitled to any service as a conductor if the conductor senior to him, who has been cut off the board, holds himself in readiness for

(1) Rights to Preference Runs.

Runs affected by a change of four hours or more in departing time, or by change in point of lay-over, or by change of 400 or more actual miles run per

month, or by change from six to seven day per week assignment or vice versa, will be considered vacant and rebulletined; except that Mesabi Range transfer assignments that are changed to the extent of thirty minutes or more in starting time will be considered vacant and rebulletined.

A change in assignment converting a passenger train into a mixed or freight train, or vice versa, is proper cause for rebulletining the run. This will not apply to trains 27 and 28, because of their intermittent handling of freight on some divisions.

Should a run be taken off, the conductor assigned to such run shall return to his former run, unless a run has been vacated or created which is preference to his former run. In the event a senior conductor is on his former run, he may exercise his seniority on any run which has been bulletined while he was on the run taken off or he will be permitted to take any run occupied by a junior conductor except if he displaces into a passenger or freight pool, he will displace the junior conductor in such pool.

No deadhead time to be allowed under this rule.

NOTE:--Previously agreed Interpretations to Rule 36, as shown in Appendix "H", are hereby reaffirmed and made a part of this rule.

RULE 37. (a) Freight Conductors Run First-In, First-Out

Freight conductors not assigned to regular runs, i. e., conductors in pool (chain gang) service, will be run first-in first-out on district or division to which they are assigned.

(b) Extra List Regulations.

Extra Conductors' list shall be maintained at designated terminals only and conductors assigned to such list shall be termed extra conductors. A bulletin shall be issued designating the terminals where extra list shall be maintained, and also specifying the district or districts extra conductors are assigned to. No extra list shall be maintained at any terminal, or assigned to any district unless the extra running, for each conductor so assigned, shall be not less than 3,000 miles for a specified thirty-day period. The number of conductors assigned to extra service shall not be increased on any extra list or district, unless the mileage of each conductor on said list is not less than 3800 miles for a specified thirty-day period. Conductors shall be assigned to extra list in accordance with their seniority, but shall have the right to exercise a preference as between established extra lists on their respective seniority districts.

NOTE:--Mileage set out in this rule is only for the purpose of regulating the lists.

(c) Extra List an Assignment.

Conductors assigned to the extra list are considered regularly assigned; that is, they are regularly assigned to the extra list. (Note paragraph (g) of this rule.)

(d) Service on Extra List.

Conductors can take the extra list in accordance with their seniority, subject to the same rules and practices that apply to any regular run; that is, a conductor can take the extra list at any time provided he does not give up run

he received by bulletin, or a run he acquired by displacing a conductor who had received the run by bulletin.

(e) More Than One Extra List, Sub-Divide Seniority District.

On seniority districts where more than one extra list is maintained, or where conductors are inducted into the service at more than one designated point, the Committee authorizes the sub-dividing of such seniority districts, when mutually agreed upon by the Railway Management and the Local Committee of Adjustment for the Order of Railway Conductors.

(f) Forfeit Rights.

As hereinafter provided, conductors cannot forfeit their rights to a run as a conductor, either regular or extra, and remain in the service as a brakeman unless the seniority district is sub-divided.

On Sub-division No. 1, all extra service, except as provided in Rule 5, shall be manned from the Conductors' Extra list at "A". In the event no extra list is maintained at "A", the senior available conductor at "A" shall be called for the extra service, as it arises on Sub-division No. 1

On Sub-division No. 2, all extra service, except as provided in Rule 5, shall be manned from the Conductors' extra list at "B". In the event no extra list is maintained at "B", the senior available conductor at "B" shall be called for the extra service, as it arises on Sub-division No. 2.

Conductors shall not hold positions as brakemen on a sub-divided seniority district when their seniority entitles them to a regular position as a conductor on such subdivision of the seniority district. A conductor on one subdivision is entitled to exercise his seniority as a conductor on the other sub-division.

For illustration: Conductor "A" is braking on Sub-division No. 1 and displaced Conductor "B" as a conductor on Sub-division No. 2. Conductor "A" would not be entitled to return to Sub-division No. 1 as a brakeman as long as his seniority entitles him to a regular position as a conductor on Sub-division No. 2. Service operated over the two sub-divided districts shall be manned from the sub-division where the service originates.

NOTE:--A conductor cannot forfeit his rights to extra service when he is the senior available conductor.

(g) Extra List Conductors Work First-In, First-Out.

Conductors assigned to extra list shall work first-in, first-out, and shall be marked upon extra list at the completion of each trip, unless tied up at some outside point; in that event, they shall hold run until they return to their designated terminal, except as provided in paragraph (m) of this rule, or are displaced.

(h) Induct Senior Available, Demoted Conductor When Extra List Exhausted.

Whenever the extra lists, as established in accordance with the above, shall become exhausted, the next senior available demoted conductor, if needed, shall be inducted into the service, but for one trip only.

(i) Where No Extra List Maintained.

On seniority districts where no extra list is maintained, the senior, available, demoted conductor at the source of supply at the time the call is placed, for other than passenger service, will be inducted into the service as a conductor for one trip only, after which the senior conductor making application therefor will be entitled to the vacancy for the remainder of the ten days during which such temporary vacancy otherwise would be filled from the extra list.

(j) Outside Runs.

Demoted conductors on outside runs will not be inducted into the service as conductors until their seniority entitles them to regular service, or they can be assigned to the extra list; except that they will fill conductors' temporary vacancies on the run on which they are braking, instead of inducting a demoted conductor, junior to them, from the source of supply to fill such vacancy. In either event, the inducted conductor will hold the run one round trip only, if a senior conductor applies for it. This will not excuse the extra list conductor from filling such outside temporary vacancy, as provided in paragraph (k), if he is available. While filling such vacancy, he is subject to the terms of the assigned run.

(k) Extra List Fill Vacancies of Ten Days or Less.

Vacancies for a period of ten calendar days or less in other than passenger service shall be filled by conductors assigned to the extra lists on the district where the vacancy occurs. After ten days, the senior conductor making application for said vacancy shall be entitled to it until it is bulletined and assigned as provided in Rule 36.

Conductors who are not assigned to the extra list, but are inducted into the service when the extra list becomes exhausted are entitled to the vacancy for one trip only.

(l) Filling Temporary Vacancies in Pool or Chain Gang Service at Other Than Home Terminal.

When temporary vacancies occur in pool or chain gang service at other than the home terminal of such service, due to emergency, sickness or other cause, an extra conductor will, at once, be sent from the source of supply to fill such vacancy. Such extra conductor will, upon arrival at the away-from-home-terminal or other point of tie-up, immediately assume the vacancy for which called, or, if delay in arrival has necessitated advance of other conductors in the same pool to avoid delay to the service, he shall assume such vacancy as exists on his arrival, and shall continue thereon until return of such assignment to the home terminal or until relieved by the regular incumbent. Such service by the extra man shall not constitute a runaround to other pool conductors awaiting service at that point in their regular turn.

When a conductor is deadheaded to an outside point for pilot service, he will be used in the service for which deadheaded without regard to conductors rested and available for service at such outside point and without penalty compensation.

EXAMPLE:

Conductor deadheaded from A to B to pilot light engine. When call is made for movement of light engine from B to A, there is a rested chain gang conductor available that arrived at B ahead of conductor deadheaded to B. Call the conductor who was deadheaded to B to pilot the light engine movement.

(m) Chain Gang Conductor Returning to Service After Absence

When a conductor regularly assigned to chain gang service is absent from his turn for any reason, he will resume his regular assignment on his turn at the home terminal, except that if such turn is diverted into turnaround, work train or other service, preventing its return to the home terminal in its regular turn, the regularly assigned conductor may resume work on such turn at the point ere he finds it, provided he notifies the proper supervising officer in time for notice to the relief conductor at the time of or before he ties up on the last day of service he will render. The extra conductor thus displaced from such turn will return to the home terminal as a matter of convenience to the regularly assigned man, and without payment of deadheading to either.

(n) Senior Applicant Man New Runs and Permanent Vacancies.

New runs or permanent vacancies shall be assigned to the senior conductor making application for same, as provided in Rule 36(a), regardless of extra lists regulations.

(o) Take Extra List in Preference to Regular Run.

Conductors are privileged to waive their right to a regular run and take the extra list in preference thereto. This is not intended to mean that a conductor assigned to the extra board may waive an unbulletined temporary vacancy on a regular run.

(p) Man New Run When Waived by Extra List.

When a new run is created and the conductors assigned to the extra list prefer to remain on the extra list rather than take the newly created run, such run will be manned by the senior conductor not assigned to a regular run, or regularly assigned to the extra list; until such new run is bulletined and assigned in accordance with Rule 36.

(q) Report for Service After Laying Off.

Except as provided in paragraph (m) of this rule, conductors laying off shall report for service before the arrival of their regular run at the terminal where the extra conductor is relieved. This rule not to apply at terminals where conductors' extra list is maintained, or if a conductor exercises his seniority by electing to take a preference run.

(r) Go to Foot of List After Miss Call, Held From Service, or Lays Off.

When a conductor assigned to the extra list is held from service, or is not available for a call, or lays off, on his return to service shall be placed at the foot of the list.

(s) Run Off Seniority District.

Conductors will not be run off their own seniority district except in cases of extreme emergency, in which event they will receive not less than 100 miles for each calendar day held.

Provided such conductor is deadheaded back to his own seniority district out of his turn, conductors runround not to claim time. This rule will not prohibit running conductors off their own seniority district in interdivisional passenger service.

ABSENCE FROM SERVICE

RULE 38. Leave Absence, Maximum.

Leave of absence will not in any case exceed six months except in event of sickness or disability, or in event of military service in cases of National Defense.

RULE 39. Absence for Committee Work.

Any man serving on an O. R. C. committee shall not be discriminated against, and upon written request shall have leave of absence to serve upon such committee.

INVESTIGATIONS, DISCIPLINE AND REINSTATEMENT

RULE 40. (a) Investigation, Discipline, and Appeals.

Conductors charged with offenses involving suspension or discharge will be advised the nature of such offense, and no conductor will be discharged, suspended or given record suspension without full investigation, within five days from the date they are notified of the charges against them, by the Superintendent, or other designated officer, at which investigation all parties interested will be notified to be present and at which any conductor under investigation may be represented by the local or General Chairman of the O. R. C. and both will be present and hear all evidence submitted at investigation if they so desire. If conductor is not satisfied with decision, he will have the right to appeal to the next higher officer, continuing such appeal, if desired, until it reaches the highest designated appeal officer, whose decision shall be final. If the decision of the highest designated official is unsatisfactory, appeal may be had to the National Railroad Adjustment Board or other similar tribunal, under the provisions of the Railway Labor Act.

If transcript of investigation is made, conductor investigated or his representative will be furnished copy.

(b) Reinstatement.

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

RULE 41. Rights When Reinstated.

Where conductors are discharged and afterwards are reinstated, they will hold their former seniority rights; that is, they will hold the same rights they would have had if they had been laying off. It is agreed that no claim for reinstatement will be submitted to any tribunal after one year has elapsed from the date of discharge.

MISCELLANEOUS

RULE 42. Minimum Mileage.

No more conductors will be employed on any division than are necessary to handle the business with safety and dispatch. Chain gang conductors will be permitted to earn an equivalent of 3,000 miles per month. This rule will not operate to prevent conductors from making more than 3,000 miles per month.

RULE 43. Handle Cables, Etc.

Conductors will not be required to handle cables, side boards, aprons or dirt dozers.

RULE 44. Eating.

Conductors will be allowed to eat as nearly as possible at the expiration of every six hours, provided they notify the train dispatcher, and if they do not absent themselves from their train over thirty minutes, they will receive continuous time.

Passenger symbol, stock and fruit trains not to be delayed.

RULE 45. (a) Calling Crews.

At main line terminals, conductors will be called within one mile of register office and will be called at the address designated in a book kept for that purpose at register points.

- (b) When conductors have telephones, they will be called by phone, regardless of distance.
- (c) Conductors will be called as nearly as possible one hour in advance of time for which ordered to report for duty.
- (d) When the location of a yard office or a passenger station at a terminal is changed, conductors residing within a mile limit at the time of the change will be considered as within the calling limit.

RULE 46. Time Slip Corrections.

When time claimed by conductors is not allowed, they will be promptly notified and reason given therefor.

RULE 47. No Fines.

Conductors will not be required to pay fines on account of damage to equipment or freight while in transit.

RULE 48. Time Passes.

Conductors who have been in the service one year will be furnished with time passes on the division or division over which they run.

RULE 49. Transportation—Change of Home.

When conductors choose to take runs compelling them to change their homes, transportation shall be furnished for their families and household goods.

RULE 50. Double-heading.

The fact being recognized that double-heading and helper engines are not desirable for either the Company or its I men, it is mutually agreed that the practice shall be restricted within the narrowest practicable limits. The Company does not desire, nor expect that in the future the ratio of helper and double-header mileage to the total freight train mileage of the system, shall exceed the ratio used during the nine months ending March 31st, 1903. It is, therefore, mutually agreed that on the Company's lines west of Havre, the ratio of helper and double-header mileage to the total freight train mileage of the system shall, during any period of two months, exceed two and three-tenths per cent, and that on the Company's lines east of Havre, the ratio of helper and double-header mileage to the total freight train mileage of the system shall not, during any period of two months, exceed one-half of one per cent. The Company will furnish to the General Chairman, each month, the information necessary to enable him to check the figures herein agreed to. And it is further agreed that if, in the first half of any two months' period, as above stated, the ratio above agreed upon shall be exceeded, the Company will arrange, during the last half of said period, to so reduce said ratio that, at the completion of said period, the ratio hereinbefore agreed upon for said two months' periods shall not be exceeded. It is further agreed that if the local conditions on any division or divisions make advisable the temporary modification of the foregoing provisions regarding doubleheader and helper engines, such modification may be made by agreement with the men interested.

RULE 51. Interpretations of Rules.

When an interpretation or ruling as to the application or intent of any rule or rules of this schedule is made by the General Manager, a copy of such interpretation or ruling will be promptly furnished to the General Chairman of the O. R. C.

FOR GREAT NORTHERN RAILWAY COMPANY,

C. O. JENKS,

Vice President.

FOR ORDER OF RAILWAY CONDUCTORS,

R. E. LANDIS,
General Chairman.

H. N. HANSEN,
Secretary.

SPECIAL AGREEMENTS OR UNDERSTANDINGS

MODIFYING APPLICATION OF GENERAL

RULES

APPENDIX "A"

Interpretive Agreement, Rule 20(e)

The terms of Agreement made at Chicago, effective April 1, 19~8 (quoted below), are hereby reaffirmed and made a part of this schedule. See Rule 20(e).

ARTICLE I.

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.

ARTICLE II.

If road crews are tied up in less number of hours than provided in the preceding paragraphs, 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.

ARTICLE III.

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 long- | est 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.

ARTICLE IV.

A continuous trip will cover movement straightaway or turnaround from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

ARTICLE V.

Road crews tied up under the laws will be paid the time or mileage of their schedules from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this article does not permit crews to be run through terminals unless such practice is permitted under their schedules.

ARTICLE VI.

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

ARTICLE VII.

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.

ARTICLE VIII.

The foregoing articles constitute an agreement for the above named railway companies and their conductors, trainmen, engineers and firemen as to runs that are tied I l up in conformity with the law, and become a part of the schedules or agreements of these roads; and subject to their provisions as to amendment by mutual consent. Nothing herein contained shall be construed to amend or annul any rule in the various agreements with individual roads.

QUESTION 19--In connection with payment to crews tied up between terminals under the law, Mr. W. T. Tyler, Director, Division of Operation, addressed the following letter to the Regional Directors under date of February

16, 1920:

"Question and answer No. 76 of Interpretation No. 1 to Supplement No. 24, and

question and answer No. 101 of Interpretation No. 1 to Supplement No. 25 read:

Question: "Does this section contemplate the payment of continuous time between terminals whether crews are tied up under the law or otherwise?"

Decision: Yes; deducting time tied up under law, schedule rules, or accepted practices.

"Under this decision questions have risen whether there as any intent to change the application of the rules for the application of the 16-hour law, covering cases where crews are tied up and resume duty, or when tied up and then towed or deadheaded into terminals.

"When the decision was agreed upon with the representatives of the engine and train service organizations it was distinctly understood that there would be no change in the basis of payment provided in the existing rules for the application of the 16-hour law.

"I will therefore be pleased if you will instruct the Federal Managers accordingly."

As the basis of payment in existing rules are not changed, what method of computation should be used to determine when time and one-half rate for overtime begins?

DECISION: When crews are tied up between terminals under the law, there are two periods when time begins on such trips and for these two periods time must be separately computed to determine when the punitive overtime rate applies. The first computation of time begins at the time from which road overtime is computed at initial terminal. The second computation of time begins when the crew goes on pay after the tie up and time and one-half will be paid after 8 hours where the distance run is 100 miles or less and after the time equivalent of the miles divided by 12~2 where the distance run is over 100 miles.

If the crew is relieved under the law and deadheads or is towed to Terminal they will be paid therefor the same as if they had run the train to such terminal.

APPENDIX "B"

INTERPRETATIONS REGARDING ADDITIONAL

ALLOWANCE FOR CONDUCTORS HANDLING

U. S. MAIL. REFERRED TO IN RULE 3(b)

(Agreement Effective May 1st, 1928)

(Rates Revised to Current Basis)

Question:

What monthly guarantees will be applied for Conductors and Assistant Conductors (Ticket Collectors) who handle U. S. Mail sufficient to require payment of differential of 34c per day?

Answer:

Conductors	\$278.70
Assistant Conductors (Ticket Collectors)	233.40

Question:

What average daily earning minima are established for Passenger Conductors and Assistant Conductors (Ticket Collectors) who handle U. S. Mail sufficient to require payment of differential of 34c per day?

Answer:

Conductors	\$9.70
Assistant Conductors (Ticket Collectors)	8.42

Question:

Is it contemplated that conductor, particularly on gas rail cars, or ticket collectors, be paid the differential for handling United States Mail?

Answer:

Yes. Where paid passenger rates and assigned to handle U. S. Mail where baggagemen are not employed.

Question:

Baggage is handled in a baggage car and also in a combination car. The baggageman handles baggage and U. S. Mail in baggage car. Baggage in the combination car is handled by the Assistant Conductor (Ticket Collector) or head brakeman.

If over-flow U. S. Mail from the baggage car is handled in the combination car, would the Assistant Conductor (Ticket Collector) or Head Brakeman be entitled to the differential for handling U. S. Mail, if sufficient volume is handled?

Answer:

Yes.

APPENDIX "C"

(Referred to in Rule 25)

TWIN CITY SWITCHING AGREEMENT

Memorandum of Agreement Between Great Northern Railway Company and the Order of Railway Conductors and Brotherhood of Railroad Trainmen.

WHEREAS, the handling of road crews in the Twin City Terminals has from time to time involved disagreements as to the proper application of Conductors' schedule Rules 15(b) and 25(a) and Trainmen's schedule Rules 15(b) and 25(a), owing to various changes in the designation or operation of receiving or outgoing yards; and

WHEREAS, an understanding in regard thereto was had locally between employes and local officers of the railway which was not made a matter of formal records; and

WHEREAS, it is now desired that such understanding be made a matter of formal agreement and continued in effect;

NOW, THEREFORE, it is agreed between the Great Northern Railway Company, party of the first part, and both the Order of Railway Conductors and the Brotherhood of Railroad Trainmen, jointly parties of the second part;

1. The arriving and departing point for freight trains operated into or out of the terminals at St. Paul and Minneapolis, for the purpose of computing road service or terminal allowances, shall be deemed to be as follows: (A) for trains via Northtown Junction, the Minneapolis Junction Yard tracks lying between the Yard Office and Van Buren St.; (b) for trains via Clearwater Junction, the yard office at Minneapolis Junction, as now located at the intersection of the projected street lines of Winter Street and Taylor Street.
2. The movement of engines or cabooses between Minneapolis Junction roundhouse or yard and points east thereof, and the movement of trains between the terminal points as above designated and points east thereof, to and including the end of Great Northern tracks at St. Paul Levee,

shall be considered as terminal movement and shall be paid for as continuous time, on the basis of 12½ miles per hour, when the trip is made in miles.

3. The movement of trains west or north of the terminal points as above designated, to and including the yard limit boards on the lines running toward Wayzata, Osseo and Coon Creek, respectively, shall be considered as road movements and no switching allowances shall be paid for picking up or setting out cars at points within such limits.
4. This agreement shall continue in effect until cancelled by thirty (30) days' written notice from either party hereto to the other.

GREAT NORTHERN RAILWAY COMPANY,

/s/ F. J. GAVIN, per J.C.R.,

General Manager.

Signed at St. Paul, Minn.,
August 4th, 1931.

ORDER OF RAILWAY CONDUCTORS,

/s/ W. E. JOHNSON,

General Chairman.

BROTHERHOOD OF RAILROAD TRAINMEN

/s/ P C. BRADLEY,

General Chairman.

NOTE:

--Rules 15(b) and 25(a), referred to in this agreement, were Nos. 10(b) and 11 of schedule agreement in effect at time the above agreement became effective.

APPENDIX "D"

(Referred to in Rule 25)

(Coast Line Switching Agreement)

MEMORANDUM OF AGREEMENT BETWEEN GREAT NORTHERN RAILWAY COMPANY AND ITS EMPLOYEES REPRESENTED BY BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, ORDER OF RAILWAY CONDUCTORS, BROTHERHOOD OF RAILROAD TRAINMEN.

In correction of any existing contrary arrangements or understandings, and to provide a definite and satisfactory method of application of rules at the points herein designated, the Great Northern Railway Company and its employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen, do hereby agree as follows:

- (1) The recognized switching and transfer service zones, through joint facility agreements and location of yard limit boards, at certain points extend beyond the rails of the Great Northern Railway Company, and beyond certain recognized stations for set-out and pick-up. At Everett, Washington, such zone extends from Delta to a point East of Lowell, and to a point South of the Oil Spur at Mile Post 31; at Seattle, Wash., from Interbay to a point South of Holgate Street; at Tacoma, Wash., to a point South of South Tacoma and at Portland, Oregon, to I Lake Yard
- (2) In connection with the prompt handling of cars originating at or destined to points outside of the recognized switching zone, certain trains having their terminal at Delta, Interbay, Tacoma or Portland are required to pick up or set out such cars at points such as Lowell, Oil Spur, Holgate Street, South Tacoma or Lake Yard, which points are not

within the territory comprising the terminal yard proper, but are within the recognized switching or transfer zone, handled from such terminal yard.

- (3) When such outbound trains are required to pick up cars or inbound trains are required to set out cars at such outlying points, the train and engine crews will be paid as switching for actual time expended in making such pick-up or set-out at the outlying point, with a minimum of 10 minutes at each location thus served.
- (4) If such trains are required to perform terminal switching in the terminal yard proper, in addition to making pick-ups or set-outs at an outlying point, they will be paid switching allowance continuously from the time switching is commenced at the initial terminal yard, until completion of the pick-up at the outlying point, or continuously from the beginning of set-out service at the outlying point until completion of the switching service in the terminal yard proper.
- (5) It is understood that this service is in connection with the prompt handling of cars hauled in such train outside of the switching zone, and is not applicable to the handling of cars exclusively within the switching zone. If cars are handled within the switching zone only, by a road crew, such as movement of a car from Interbay to Holgate Street, or vice versa, without any road haul, it is understood that such movement is purely a terminal switching movement and is payable as such, from the inception until the completion of such movement.

It is understood and agreed that this prescribed method of handling is applicable only to the switching zones specified, unless extended by mutual agreement to other locations, and that it is in conformity with existing rules and practices covering yard and terminal switching service.

This agreement shall become effective May 1st, 1938, and continue in effect until thirty days after notice in writing is given by any of the parties hereto to the others of their desire for cancellation or amendment.

GREAT NORTHERN RAILWAY COMPANY,

/s / C. O. JENKS, (JCR)

Vice President.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,

/s/ A. F. KUMMER,

General Chairman.

BROTHERHOOD OF LOCOMOTIVE FIREMEN

AND ENGINEMEN,

/s/ A. STROM, JR.,

General Chairman.

ORDER OF RAILWAY CONDUCTORS,

/s/ R. E. LANDIS,

General Chairman.

BROTHERHOOD OF RAILROAD TRAINMEN,

/s/ P. C. BRADLEY,

General Chairman.

Signed at St. Paul, Minnesota.
this 5th day of May, 1938.

APPENDIX "E"

(Portland-Vancouver Switching Agreement, Referred to
in Rule 25)

To facilitate the handling of competitive freight shipments out of the Portland, Ore., terminals, which are otherwise delayed in joint facility territory, the Great Northern Railway Company and its employes represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen & Enginemen, Order of Railway Conductors and Brotherhood of Railroad Trainmen do hereby agree as follows:

- (1) When freight shipments from points, yard or sidings South of Vancouver, Wash. (including S. P. & S. yard, Guilds Lake Yard, Oceanic Dock, North Portland and Willbridge), are handled in a train out of Portland Switching Zone without being switched in station order road crews may be required to perform necessary switching to so classify or block such cars at Vancouver, Wash., or points north thereof.
- (2) When such classification or block switching of business from Portland switching zone is performed by road crews at Vancouver, Wash., or north thereof, such switching will be paid for on a minute basis for actual time so consumed, in addition to pay for the trip, regardless of point where actually done, the same as it would have been if performed at the initial terminal.
- (3) It is understood and agreed that such payment for classification or block switching, at intermediate points, of cars handled in a train, applies only to cars actually taken i out of Portland Switching Zone by a train having its initial terminal at Portland and does not apply to the picking up in proper station order of cars picked up at Vancouver, Wash., or other intermediate points between Vancouver, Wash., and Interbay, Wash.
- (4) This agreement shall become effective as of day 1st, 1938, and continue until thirty days after written notice shall have been given by any of the parties hereto to the others of their desire for cancellation or amendment thereof.

GREAT NORTHERN RAILWAY COMPANY,

/s/ C. O. JENKS, (JCR)

Vice President.

BROTHERHOOD OF RAILROAD TRAINMEN,

/s/ P. C. BRADLEY,

General Chairman.

BROTHERHOOD OF LOCOMOTIVE ENGINEERS,

/s/ A. F. KUMMER,

General Chairman.

BROTHERHOOD OF LOCOMOTIVE FIREMEN

AND ENGINEMEN,

/s/ A. STROM, JR.,

General Chairman.

ORDER OF RAILWAY CONDUCTORS,

/s/ R. E. LANDIS,

General Chairman.

Signed at St. Paul, Minn.,
this 5th day of May, 1938.

APPENDIX "F"

(Referred to in Rule 25, re Pick Up or Set Out Cars
Spokane)

MEMORANDUM OF AGREEMENT

Between

GREAT NORTHERN RAILWAY COMPANY

and

ORDER OF RAILWAY CONDUCTORS

The parties hereto do hereby agree as follows:

When outbound road conductors are required to pick up cars, or inbound road conductors are required to set out cars, at Spokane, they will be paid at pro rata rate for actual time consumed in making such pick-up or set-out, with a minimum of 10 minutes; such payment shall be in addition to the pay for the road trip and without deduction of time so engaged from the time of the road trip.

This agreement is in lieu of any schedule rules, agreements, or interpretations covering terminal services as to service herein provided, but without prejudice to the proper application of all such schedule rules, agreements, or interpretations to any other service.

This agreement shall become effective June 1, 1940.

Payment heretofore made to conductors as compensation for such pick-up and set-out service performed at Spokane between May 1, 1939, and June 1, 1940, will be adjusted and paid on the herein mentioned basis.

This agreement shall continue in effect until thirty (30) days after written notice of desire for its cancellation or amendment shall have been given by either party hereto to the other.

FOR :

ORDER OF RAILWAY CONDUCTORS,

/s/ R. E. LANDIS,

General Chairman.

GREAT NORTHERN RAILWAY COMPANY,

/s/ C. O. JENKS, (JCR)

Vice President

Signed at St. Paul, Minn.,

this 7th day of May, 1940.

APPENDIX "G"

(Regarding Train Orders)

MEMORANDUM OF AGREEMENT

Between

GREAT NORTHERN RAILWAY COMPANY

and

ORDER OF RAILROAD TELEGRAPHERS

AMERICAN TRAIN DISPATCHERS ASSOCIATION

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN & ENGINEMEN
ORDER OF RAILWAY CONDUCTORS
BROTHERHOOD OF RAILROAD TRAINMEN

- (1) It is hereby agreed that train and engine service employes will not be required to call the dispatcher for the purpose of receiving orders governing the movement of trains, and that train and engine service employes will neither be required nor permitted to copy train orders governing the movement of trains other than in emergencies as herein defined.
- (2) Emergencies as herein specified shall include casualties or accidents, engine failures, wrecks, obstruction of tracks, washouts, tornadoes, storms, slides or unusual delays due to hot box or break-in-two that could not have been anticipated by dispatcher when train was at last previous telegraph office, which would result in serious delay to traffic.
- (3) When no emergency exists, as above defined, an inquiry by train or enginemen as to the time or location of another train or in connection with their work will not be considered a violation of this agreement when it does not involve the transmission of train orders, messages of record, reports or O S of trains.
- (4) It shall not be considered as a violation of this agreement for train or enginemen to obtain necessary clearance at an automatic block or automatic interlocker signal in stop position due to signal failure, or for train or enginemen on branch line trains to obtain check of trains direct from the dispatcher, at junction points where a telegrapher is not now employed, but only on such trains as are due to arrive at such junction point after branch line train has passed the last telegraph or telephone office before arrival at junction.

Signed

General Chairman - ORT
GN Ry. Co.

Signed

Vice President -

Signed
General Chairman - ATDA

Signed

General Chairman - BLE
ORC

Signed

General Chairman -

Signed

General Chairman - BLF&E

Signed

General Chairman -

BRT

Signed at St. Paul, Minn.,
this 30th day April, 1941

APPENDIX "H"

INTERPRETATIONS RULE 36

(1) Bulletined Runs.

In the application of this rule, there is one principle that should always be kept steadily in view; that is, when a conductor submits a request to displace onto a bulletined run, he must be associated with the run he held at the time the run he applies for was bulletined. This is necessary to determine the conductor he forfeited his right to.

Illustration No. I. Conductor No. 20 receives a run by bulletin on April 10th. Conductor No. 15, during the following November, requests to displace Conductor No. 20. The first point to determine is, what run did No. 15 hold at the time No. 20 was awarded to run by bulletin? We are assuming that Conductor No. 15 can hold the run he held at the time he forfeited his rights to Conductor No. 20, and there is no change in either of their runs, but during the time from April to November, Conductor No. 15 has been on several runs. The fact that Conductor No. 15 can hold the run he held at the time he forfeited his rights to Conductor No. 20 establishes Conductor No. 20's rights to the run, and Conductor No. 15 is not entitled to displace Conductor No. 20.

Illustration No. II. Conductors A, B, C and D held their seniority as of alphabetic order. Conductor A is holding a time freight run at the time a way-freight run is bulletined. B makes application for way-freight run and is assigned to same. Some months later the freight run A is holding is changed, in accordance with Paragraph L of Rule 36. A is then entitled to displace Conductor B. However, A does not displace Conductor B but elects to displace Conductor C who is filling Conductor D's vacancy that has been open for a period of ten days or more. When D returns and relieves A, A is entitled to displace B for the reason that he did not exercise his seniority to a bulletined permanent position since his time freight run was changed.

Illustration III. Conductors A, B and C are regularly assigned to runs and are holding same by bulletined rights. B's run is changed in accordance with Paragraph L of Rule 36, and B displaces C. A has the right then to displace B from C's run, provided he makes application to displace B within ten days from the day B is awarded C's run. Ten days after B has been awarded C's run, he holds said run as of bulletined rights, for the reason that he displaced C from the run, who had held the run under bulletined rights.

Illustration IV. Conductors A, B, C. Conductor A is assigned to a way-freight run which he vacates for another permanent run. A's vacancy should be bulletined, but if through oversight it is not bulletined, and on the eleventh day C displaces the extra man from A's run and remains on the run for a period of several months, B is privileged to displace C at any time for the reason that C is working on an open run and has not a bulletin right to such run.

(2) A bulletin providing one home terminal on certain days of a turnaround passenger assignment, and a second home terminal on certain other days, is

improper.

A bulletin providing for extra lap-back trips from the final terminal of an assigned run to be made "when necessary" is improper. Bulletin must specify days upon which such additional trips are to be made and they must then be paid for on such days whether made or not.

A bulletin covering a change in an assigned turnaround passenger run must cover at least 15 days of changed assignment, otherwise change is temporary and subject to 1 conditions of previous bulletin assignment. See Rule 15(d).

APPENDIX "I"

MEMORANDUM OF AGREEMENT

Between

ORDER OF RAILWAY CONDUCTORS

BROTHERHOOD OF RAILROAD TRAINMEN

and

GREAT NORTHERN RAILWAY COMPANY

SPOKANE, COEUR D'ALENE & PALOUSE RAIL-
WAY COMPANY

AGREEMENT between the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Great Northern Railway Company and the Spokane, Coeur d'Alene & Palouse Railway Company, covering the application of the Great Northern schedule for Conductors and the Great Northern schedules for Trainmen and Yardmen to the former employees of the Spokane, Coeur d'Alene and Palouse Railway.

Effective July 1, 1943, the Spokane, Coeur d'Alene & Palouse Railway Company schedule for Conductors which became effective April 1, 1936, as to rules, and December 1, 1941, as to rates of pay, and agreements and understandings thereunder, is hereby canceled. Effective July 1, 1943, the Spokane, Coeur d'Alene & Palouse Railway schedules for Trainmen and Yardmen which became effective April 1, 1936, as to rules, and December 1, 1941, as to rates of pay, and agreements and understandings thereunder, are hereby canceled. Effective July 1, 1943, the current Great Northern Railway Company schedule for Conductors and interpretations and agreements thereunder, and the current Great Northern Railway Company schedules for Trainmen and Yardmen and interpretations and agreements thereunder, as hereby interpreted, will be applied on the former Spokane, Coeur d'Alene & Palouse Railway, hereafter to be identified as a Sub-division or Sub-divisions of the Spokane Division:

1. (A) Rule 28 of the Conductors' schedule, under caption "Spokane Division-Twelfth District" will include the former Spokane, Coeur d'Alene & Palouse Railway.

(B) Rule 10 of the Trainmen's schedule, under caption "Twelfth District", will include the former Spokane, Coeur d'Alene & Palouse Railway.

(C) Rule 3 of the Yardmen's Schedule, under caption "Eighth District", will include the former Spokane, Coeur d'Alene & Palouse Railway Yard at Spokane.
2. The seniority districts specified in Article 1 herein, but excluding the former Spokane, Coeur d'Alene & Palouse Railway, is herein designated as "District A", and the former Spokane, Coeur d'Alene & Palouse Railway is

herein designated as "District B":

- (A) Conductors, brakemen, and yardmen holding seniority on "District A" on June 30, 1943, will have prior rights to service on "District A" over conductors, brakemen and yardmen holding prior rights on "District B". Brakemen holding seniority on June 30, 1943, on "District A" will have prior rights to promotion to conductors on "District A" over conductors and brakemen who hold prior rights on "District B".
- (B) Conductors, brakemen and yardmen holding seniority on "District B" on June 30, 1943, will have prior rights to service on "District B" over conductors, brakemen and yardmen on "District A". Brakemen holding seniority on June 30, 1943, on "District B" will have prior rights to promotion to conductors on "District B" over conductors and brakemen who hold prior rights on "District A".
- (C) Conductors, brakemen, and yardmen holding seniority on "District A" prior to July 1, 1943, will have their seniority and right to promotion extended to include "District B", subject to provisions of paragraph (B) hereof.
- (D) Conductors and brakemen who hold prior rights to service on "District B" will be given a seniority rank as brakeman on the Twelfth District roster with a date of July 1, 1943, in accordance with their relative rank as brakemen, following brakemen who were holding seniority on "District A" on June 30, 1943.
- (E) Conductors or brakemen hired on and after July 1, 1943, on the Spokane Division "Twelfth District" will acquire and accumulate seniority on the entire Twelfth District inclusive of the former Spokane, Coeur d'Alene & Palouse Railway.
- (F) Yardmen hired on and after July 1, 1943, on the Spokane Division-Eighth District, will acquire and accumulate seniority in all yards on the Eighth District, inclusive of the former Spokane, Coeur d'Alene & Palouse Railway.
- (G) A separate seniority roster will be maintained for Conductors and Brakemen holding prior rights on "District B", as herein provided for. The Twelfth District Brakemen's roster will be revised by the addition thereto of names of Conductors and Brakemen holding prior rights on "District B", as provided for in Section 2(D) hereof.

A separate seniority roster will be maintained for Yardmen holding prior rights on "District B" as herein provided for. The Eighth District Yardmen's roster will be revised by the addition thereto of the names of Yardmen holding prior rights on "District B".

- (H) Conductors shall not hold a position other than Conductor as long as there is a position for them as such on their respective sub-divided seniority districts.
- (I) The rates of pay for Conductors, Trainmen and Yardmen employed on the former Spokane, Coeur d'Alene & Palouse Railway shall be the current rates of pay provided for under the Great Northern schedule for Conductors, the Great Northern schedule for Trainmen, and the Great Northern schedule for Yardmen, effective as of July 1, 1943, provided such rates are approved by the National Railway Labor Panel pursuant to the Stabilization Act of October 2, 1942. Pending such approval, the rates of pay in effect on the former Spokane, Coeur d'Alene & Palouse Railway prior to July 1, 1943, will continue to be paid; upon receipt of such approval, necessary adjustments in rates retroactive to July 1, 1943, will be made. Signed at St. Paul, Minn., this 10th day of May, 1943.

FOR :

GREAT NORTHERN RAILWAY COMPANY,

By C. O. JENKS,
Vice President.
THE ORDER OF RAILWAY CONDUCTORS,
R. E. LANDIS,
General Chairman.

APPROVED:

R. O. HUGHES,
Vice President.

FOR :

SPOKANE, COEUR D'ALENE & PALOUSE
RAILWAY COMPANY,
By T. F. DIXON,
General Manager.

THE BROTHERHOOD OF RAILROAD TRAINMEN,
P. C. BRADLEY,
General Chairman.

APPROVED:

F. W. COYLE,
Vice President.

APPENDIX "J"

MEMORANDUM OF AGREEMENT

Between

ORDER OF RAILWAY CONDUCTORS

BROTHERHOOD OF RAILROAD TRAINMEN

and

GREAT NORTHERN RAILWAY COMPANY

FARMERS GRAIN AND SHIPPING COMPANY

Agreement between the Order of Railway Conductors, the Brotherhood of Railroad Trainmen, the Great Northern Railway Company and the Farmers Grain and Shipping Company, covering the application of the Great Northern Schedule for Conductors and the Great Northern Schedule for Trainmen to the former employees of the Farmers Grain and Shipping Company.

Effective December 1, 1943, the Farmers Grain and Shipping Company Memorandum of Agreement for Conductors, which became effective January 1, 1941, as to rules, and December 1, 1941, as to rates of pay, and agreements and understandings thereunder is hereby cancelled. Effective December 1, 1943, the current Great Northern Railway Company Schedule for Conductors and interpretations and agreements thereunder, and the current Great Northern Railway Company Schedule for Trainmen and interpretations and agreements thereunder, as hereby interpreted, will be applied on the former Farmers Grain and Shipping Company, hereafter to be identified as a Subdivision of the Dakota Division.

1. (A) Rule 28(a) of the Conductors Schedule under caption "Dakota Division-Sixth District" will include the former Farmers Grain and Shipping Company.

(B) Rule 10 of the Trainmen's Schedule under caption "Sixth District" will include the former Farmers Grain and Shipping Company.

2. The seniority districts specified in Article 1 herein, but excluding the former Farmers Grain and Shipping Company, is hereby designated as "District A", and the former Farmers Grain and Shipping Company is herein designated as "District B".

- (A) Conductors and brakemen holding seniority on "District A" on November 30, 1943, will have prior rights 1 to service on "District A" over conductors and brakemen holding prior rights on "District B". Brakemen holding seniority on November 30, 1943, on "District A" will have prior rights to promotion to conductors on District A over conductors and brakemen who hold prior rights on "District B".
- (B) Conductors and brakemen holding seniority on "District B" on November 30, 1943, will have prior rights to service on "District B" over conductors and brakemen on "District A". Brakemen holding seniority on November 30, 1943, on "District B" will have prior rights to promotion to conductors on "District B" over conductors and brakemen who hold prior rights on "District A".
- (C) Conductors and brakemen holding seniority on "District A" prior to December 1, 1943, will have their seniority and right to promotion extended to include "District B", subject to provisions of paragraph "B" hereof
- (D) Conductors and brakemen who hold prior rights to service on "District B" will be given a seniority rank as brakeman on the Sixth District roster with a date of December 1, 1943, in accordance with their relative rank as brakeman, following brakemen who were holding seniority on "District A" on November 30, 1943.
- (E) Conductors or brakemen hired on or after December 1, 1943, on the Dakota Division (Sixth District) will acquire and accumulate seniority on the entire Sixth District inclusive of the former Farmers Grain and Shipping Company.
- (F) A separate seniority roster will be maintained for conductors and brakemen holding prior rights on "District B", as herein provided for. The Sixth District Brakemen's roster will be revised by the addition thereto of names of conductors and brakemen holding prior rights on "District B", as provided for in Section 2(D) hereof.
- (G) Conductors shall not hold a position other than I conductor as long as there is a position for them as such on their respective subdivided seniority districts.
- (H) The rates of pay for conductors and brakemen employed on the former Farmers Grain and Shipping Company shall be the current rates of pay provided for under the Great Northern Schedule for Conductors and the Great Northern Schedule for Trainmen, effective as of December 1, 1943.

GREAT NORTHERN RAILWAY COMPANY,

By C. O. JENKS,

Vice President.

THE ORDER OF RAILWAY CONDUCTORS,

By R. E. LANDIS,

General Chairman.

FARMERS GRAIN AND SHIPPING COMPANY,

By C. O. JENKS,

Vice President.

THE BROTHERHOOD OF RAILROAD TRAINMEN,

By P. C. BRADLEY,

General Chairman.

Signed at St. Paul, Minn., this
29th day of November, 1943.

APPENDIX "K"

MEMORANDUM OF AGREEMENT

Between

GREAT NORTHERN RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

BROTHERHOOD OF LOCOMOTIVE FIREMEN

AND ENGINEMEN

ORDER OF RAILWAY CONDUCTORS

BROTHERHOOD OF RAILROAD TRAINMEN

REGARDING THE PERFORMANCE OF MISCEL-

LANEOUS WORK TRAIN SERVICE BY WAY-

FREIGHT OR MIXED TRAIN CREWS

The Great Northern Railway, and its employees represented by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, and Brotherhood of Railroad Trainmen, do hereby agree as follows:

- (1) When way-freight or mixed crews are required to perform work train or snow service incidental to their day or trip, crews will be paid for such work train or snow service on the basis of actual time consumed therein, with a minimum allowance of one hour, in addition to all other allowances, and with no reduction from total time spread of trip on account of performance of such work-train service, and without claim from other employees. **NOTE:** It is understood when such work or snow service is performed during straight time hours, pro rata rate will be paid; when performed during overtime hours, overtime rate will be paid.

Except as shown in following paragraph, way-freight, or mixed train crews will not be required to perform worktrain service excepting in connection with their regularly assigned trips, and when so used will be paid as provided in Paragraph (1), such payment not to be used to absorb the minimum monthly guarantee.

Way-freight or mixed train crews may be used in snow service on branch lines on their assigned days in lieu of their regular assignment, but when so used, will be paid the rate of pay applicable to their regular assignment or work train or snow rate, whichever is the higher, and without claim from other employees when such regular crews are so used.

Chain-gang crews will not be required to perform worktrain service, even though they are paid the way-freight rates for performing the way-freight service, or paid the way-freight rate under schedule guarantee rule (Engineers' No. 21, Firemen's No. 15, Trainmen's No. 80): (Conductors' Rule 8(a) not applicable). This paragraph does not nullify

understandings with Conductors and Trainmen that their chain-gang crews will be called in their turn for temporary, exclusive work-train service of ten days or less.

- (2) Definition of Work Trains. Except as otherwise provided in paragraphs 3, 4, 5, and 6, work trains include the following: construction trains, trains hauling gravel or other ballast, or engaged in bank widening, ballasting, and other maintenance work; repair trains, wrecking trains, snow plows, and flangers.

This is not to nullify or restrict the application of rules relating to existing differential rates for snow or mountain service.

- (3) Hauling work equipment or wrecking equipment or Company material in carload lots from one point to another by freight crews without using such equipment or without loading or unloading such Company material enroute is not work-train service. The handling of worktrain equipment by a revenue train when the service is the mere setting out or picking up or moving such equipment will not comprise work-train service. Handling packages of L. C. L. Company material on passenger or freight trains does not change the classification of such trains to work trains.
- (4) Handling Company supply cars is not work-train service. Crews of road trains handling supply cars will be paid way-freight rate. Handling supply cars by road crews in terminal yards where no yard engines are employed will be paid as switching. Handling of supply cars in terminal yards where yard engines are employed is properly performable by yard crews and will be paid at yard rates.
- (5) The handling of snow plows ahead of engines in way-freight or mixed train service does not constitute work-train service; except when clearing snow from passing or other auxiliary tracks to the main line, or engine and plow is cut off to clear snow from any track, such performance will be paid under the provisions of paragraph 1. The same applies in the handling of snow plows or dozers when used for removing or dozing cinders from tracks.
- (6) The fact that members of a crew in road revenue service may assist in re-railing cars of their own train does not thereby classify such service as work-train service.
- (7) This Agreement shall be effective as of April 1st, 1943, and continue until thirty days after notice shall have been given in writing, either by the Railway Company or by any of the Employes' Representatives covered thereby, of a desire to cancel or amend it. Any unpaid claims submitted prior to April 1st, 1943, will be settled on the basis of this Agreement.

FOR: GREAT NORTHERN RAILWAY COMPANY

/s/ C. O. JENKS,
Vice President.

FOR: THE EMPLOYES:

/s/ A. F. Kummer,
Gen. Chrmn., Bro. of Locomotive Engineers.
/s/ A. STROM, JR.,
Gen. Chrmn., Bro. of Loco. Firemen & Eng.
/s/ R. E. LANDIS,
Gen. Chrmn., Order of Railway Conductors.
/s/ P. C. BRADLEY,
Gen. Chrmn., Bro. of Railroad Trainmen.

Signed at St. Paul, Minn., this
30th day of March, 1944.

TABLE SHOWING TIME AFTER WHICH OVERTIME
 ACCRUES ON RUNS 150 MILES TO 500 MILES IN
 LENGTH ON SPEED BASIS OF 20
 MILES PER HOUR.

Dis-tance Miles	Over time accr ues afte r hour s	Dis- tance Miles	Overtime accrues after hours	Dis- tance Miles	Overtime accrues after hours	Dis- tanc e Mile s	Overtime accrues after hours
150	7:30	188	9:24	226	11:18	264	13:12
151	7:33	189	9:27	227	11:21	265	13:15
152	7:36	190	9:30	228	11:24	266	13:18
153	7:39	191	9:33	229	11:27	267	13:21
154	7:42	192	9:36	230	11:30	268	13:24
155	7:45	193	9:39	231	11:33	269	13:27
156	7:48	194	9:42	232	11:36	270	13:30
157	7:51	195	9:45	233	11:39	271	13:33
158	7:54	196	9:48	234	11:42	272	13:36
159	7:57	197	9:51	235	11:45	273	13:39
160	8:00	198	9:54	236	11:48	274	13:42
161	8:03	199	9:57	237	11:51	275	13:45
162	8:06	200	10:00	238	11:54	276	13:48
163	8:09	201	10:03	239	11:57	277	13:51
164	8:12	202	10:06	240	12:00	278	13:54
165	8:15	203	10:09	241	12:03	279	13:57
166	8:18	204	10:12	242	12:06	280	14.00
167	8:21	205	10:15	243	12:09	281	14.03
168	8:24	206	10:18	244	12:12	282	14.06
169	8:27	207	10:21	245	12:15	283	14.09
170	8:30	208	10:24	246	12:18	284	14.12
171	8:33	209	10:27	247	12:21	285	14.15
172	8:36	210	10:30	248	12:24	286	14.18
173	8:39	211	10:33	249	12:27	287	14.21
174	8:42	212	10:36	250	12:30	288	14.24
175	8:45	213	10:39	251	12:33	289	14.27
176	8:48	214	10:42	252	12:36	290	14.30
177	8:51	215	10:45	253	12:39	291	14.33
178	8:54	216	10:48	254	12:42	292	14.36
179	8:57	217	10:51	255	12:45	293	14.39
180	9:00	218	10:54	256	12:48	294	14.42
181	9:03	219	10:57	257	12:51	295	14.45
182	9:06	220	11:00	258	12:54	296	14.48
183	9:09	221	11:03	259	12:57	297	14.51
184	9:12	222	11:06	260	13:00	298	14.54
185	9:15	223	11:09	261	13:03	299	14.57
186	9:18	224	11:12	262	13:06	300	15.00
187	9:21	225	11:15	263	13:09	301	15.03

TABLE SHOWING TIME AFTER WHICH OVERTIME

ACCURUES ON RUNS 150 MILES TO 500 MILES IN

LENGTH ON SPEED BASIS OF 20

MILES PER HOUR—Cont.

Dis-tance Miles	Over time accrues after hours	Dis-tance Miles	Overtime accrues after hours	Dis-tance Miles	Overtime accrues after hours	Dis-tance Miles	Overtime accrues after hours
302	15:0	340	17:00	378	18:54	416	20:48
303	6	341	17:03	379	18:57	417	20:51
304	15:0	342	17:06	380	19:00	418	20:54
305	9	343	17:09	381	19:03	419	20:57
306	15:1	344	17:12	382	19:06	420	21:00
307	2	345	17:15	383	19:09	421	21:03
308	15:1	346	17:18	384	19:12	422	21:06
309	5	347	17:21	385	19:15	423	21:09
310	15:1	348	17:24	386	19:18	424	21:12
311	8	349	17:27	387	19:21	425	21:15
312	15:2	350	17:30	388	19:24	426	21:18
313	1	351	17:33	389	19:27	427	21:21
314	15:2	352	17:36	390	19:30	428	21:24
315	4	353	17:39	391	19:33	429	21:27
316	15:2	354	17:42	392	19:36	430	21:30
317	7	355	17:45	393	19:39	431	21:33
318	15:3	356	17:48	394	19:42	432	21:36
319	0	357	17:51	395	19:45	433	21:36
320	15:3	358	17:54	396	19:48	434	21:42
321	3	359	17:57	397	19:51	435	21:45
322	15:3	360	18:00	398	19:54	436	21:48
323	6	361	18:13	399	19:57	437	21:51
324	15:3	362	18:06	400	20:00	438	51:54
325	9	363	18:09	401	20:03	439	21.57
326	15:4	364	18:12	402	20:06	440	22.00
327	2	365	18:15	403	20:09	441	22.03
328	15:4	366	18:18	404	20:12	442	22.06
329	5	367	18:21	405	20:15	443	22.09
330	15:4	368	18:24	406	20:18	444	22.12
331	8	369	18:27	407	20:21	445	22.15
332	15:5	370	18:30	408	20:24	446	22.18
333	1	371	18:33	409	20:27	447	22.21
334	15:5	372	18:36	410	20:30	448	22.24
335	4	373	18:39	411	20:33	449	22.27
336	15:5	374	18:42	412	20:36	450	22.30
337	7	375	18:45	413	20:39	451	22.33
338	16:0	376	18:48	414	20:42	452	22.36
339	0	377	18:51	415	20:45	453	22.39
	13:0						
	3						
	16:0						
	6						

16:0						
9						
16:1						
2						
16:1						
5						
16:1						
8						
16:2						
1						
16:2						
4						
16:2						
7						
16:3						
0						
16:3						
3						
16:3						
6						
16:3						
9						
16:4						
2						
16:4						
5						
16:4						
8						
16:5						
1						
16:5						
4						
16:5						
7						

TABLE SHOWING TIME AFTER WHICH OVERTIME
 ACCRUES ON RUNS 150 MILES TO 500 MILES IN
 LENGTH ON SPEED BASIS OF 20
 MILES PER HOUR—Cont.

Dis-tance Miles	Ov- er- ti- me ac- cr- ue- s af- te- r ho- ur- s	Dis- tance Miles	Overtime accrues after hours	Dis- tance Miles	Overtime accrues after hours	Dis- tance Miles	Overtime accrues after hours
454	22	466	13:18	478	23:54	490	24:30
455	:4	467	23:21	479	23:57	491	24:33
456	2	468	23:24	480	24:00	492	24:36
457	22	469	23:27	481	24:03	493	24:39
458	:4	470	23:30	482	24:06	494	24:42
459	5	471	23:33	483	24:09	495	24.45
460	22	472	23:36	484	24:12	496	24.48
461	:4	473	23:39	485	24:15	497	25.51
462	8	474	23:42	486	24:18	498	24.54
463	22	475	23:45	487	24:21	499	24.57
464	:5	476	23:48	488	24:24	500	25.00
465	1	477	23:51	499	24:27		
	22						
	:5						
	4						
	22						
	:5						
	7						
	23						
	:0						
	0						
	23						
	:0						
	3						
	23						
	:0						
	6						
	23						
	:0						
	9						
	23						
	:1						
	2						
	23						
	:1						
	5						

Passenger Service:

scheduled to run daily	\$1.16
Scheduled to run daily except Sunday	1.34

TABLE SHOWING TIME AFTER WHICH OVERTIME
 ACCRUES ON RUNS 100 MILES TO 199 MILES IN
 LENGTH ON SPEED BASIS OF 12½
 MILES PER HOUR.

Dis-tance Miles	Ov-er ti-me ac- cr- ue- s af- te- r ho- ur- s	Dis- tance Miles	Overtime accrues after hours	Dis- tance Miles	Overtime accrues after hours	Dis- tanc- e Mile- s	Overtime accrues after hours
0	8:	125	10:00	150	12:00	175	14:00
1	00	126	10:05	151	12:05	176	14:05
2	8:	127	10:10	152	12:10	177	14:10
3	05	128	10:14	153	12:14	178	14:14
4	8:	129	10:19	154	12:19	179	14:19
5	10	130	10:24	155	12:24	180	14:24
6	8:	131	10:29	156	12:29	181	14:29
7	14	132	10:34	157	12:34	182	14:34
8	8:	133	10:38	158	12:38	183	14:38
9	19	134	10:43	159	12:43	184	14:43
0	8:	135	10:48	160	12:48	185	14:48
1	24	136	10:53	161	12:53	186	14:53
2	8:	137	10:58	162	12:58	187	14:58
3	29	138	11:02	163	13:02	188	15:02
4	8:	139	11:07	164	13:07	189	15:07
5	34	140	11:12	165	13:12	190	15:12
6	8:	141	11:17	166	13:17	191	15:17
7	38	142	11:22	167	13:22	192	15:22
8	8:	143	11:26	168	13:26	193	15:26
9	43	144	11:31	169	13:31	194	15:31
0	8:	145	11:36	170	13:36	195	15:36
1	48	146	11:41	171	13:41	196	15:41
2	8:	147	11:46	172	13:46	197	15:46
3	53	148	11:50	173	13:50	198	15:50
4	8:	149	11:55	174	13:55	199	15:55
	58						
	9:						
	02						
	9:						
	07						
	9:						
	12						
	9:						
	17						
	9:						
	22						

9:						
26						
9:						
31						
9:						
36						
9:						
42						
9:						
46						
9:						
50						
9:						
55						

HOURLY OVERTIME RATES

Freight Service (Time and one-half rates):

Throught Freight	\$1.59
Way Freight	1.69¼
Mixed Trains	1.63