**RULE 37-**

**HOURS OF SERVICE TIE‑UPS**

**AGREED‑UPON INTERPRETATION**

**(a) Memorandum of Agreement ‑‑ April 11, 1908:**

**Section 1.** Federal Law Tie‑Up, 10 Hours: 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 ten hours on duty under the federal law, or within two hours of the time limit provided by state laws, if state laws govern.

**Section 2**. Less Than 10 Hours: If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under the individual schedules of the different roads.

**Section 3**. Again on Duty and Under Pay: When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew, provided the longest period of rest required by any member of the crew, either eight or ten hours, to be the period of rest for the entire crew.

**Section 4.** Continuous Trip, Destination Changed: 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.

**Section 5.** Resuming Duty Continuous Trip: Road crews tied up under the law will be paid the time or mileage of their schedule from initial point to tie‑up point. When such crews resume duty on a continuous trip, they will be paid 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 rule does not permit crews to be run through terminals unless such practice is permitted under their schedules.

**Section 6.** Towed or Deadheaded: Road crews tied up for rest under the law and then towed or deadheaded into terminal, with or without en­gine or caboose, will be paid therefor, as per Section 5, the same as if they had run the train to such terminal.

**Section 7.** Agreement: The foregoing sections constitute an agreement for the railway companies named in the original memorandum and their trainmen, as to runs that are tied up in­ conformity with the law, and become a part of the schedules or agreements of those roads, and subject to their provisions as to amendments by mutual consent. Nothing herein contained shall be construed to amend or annul any rule in the various agreements with individual roads.

**(b)** Agreed Interpretation of Memorandum of Agreement of April 1, 1908:

**(1)** When on Duty and Under Pay: Crews will be considered on duty and under pay from terminal to terminal, except that crews assigned to turnaround service shall not be released until they return to their starting point. (This does not apply to short turnaround passenger service paid under the eight within ten-hour rule.)

It is understood that crews may be tied up under the law after being on duty 10 hours if it is apparent that the trip cannot be completed within the lawful time.

**(2)** Road freight crews tied up under the law and then towed or deadheaded into the terminal without rest shall be paid continuous time from time on duty at the initial terminal until arrival at the terminal to which towed or deadheaded.

**(3)** When Will Not Be Tied Up Between Terminals: Crews or men starting out of initial terminal not fully rested will not be tied up between terminals unless are on duty ten (10) hours in the aggregate and if tied up a less number of hours will be considered as on continuous time.

**(4)** Tie‑ups to Avoid Overtime: Trainmen will not be tied up between terminals either in straightaway or turnaround service for the purpose of avoiding the payment of overtime. Crews will not be held on duty at any point awaiting expiration of ten (10) hours and then tied up under the law without payment of continuous time.

**(c)** Other Tie‑Ups:

**(1)** Crew in Commercial Freight Service Tied Up In Work Train Service: A crew in commercial freight service, if taken out of that service while on trip and placed in work, wrecking or snow plow service, will not be tied-up between terminals without t payment o f continuous time, except in accordance with provisions of Hours of Service Memorandum of Agreement, or Section (c)‑4 of this rule.

**(2)** Crew in Work Train Service Tied up in Commercial Freight Service: A crew in work train service, if taken out of that service in course of day's work and placed in commercial service, will not be tied up between terminals without payment of continuous time, extending unti1 crew reaches a commercial freight terminal, or is tied upon a succeeding day between terminals, after a full day in work train service, except in accordance with provisions of Hours of Service Memorandum of Agreement, or Section (c)‑4 of this rule.

**(3)** Local and Mixed Train Tie‑Ups: Regularly assigned local freight and mixed train crews tied up between terminals under the law and continued on after rest period, will not be paid less than one day for trip from tie‑up to terminal, if not turned back on regular assignment. If turned back on regular assignment pay continuous time, less the rest period.

**(4)** Local Train Tie‑Ups at Turnaround Point: Crews assigned to local service involving turnaround point, cannot be tied up between terminals except in accordance with Hours of Service Memorandum of Agreement effective April 1, 1908, and Section (c)‑4 of this rule.

**(5)** Acts of God Tie‑Ups: Crews tied Up between terminals account washouts, snow blockades, landslides or other similar occurrences will receive a minimum of 175 miles to first tie‑up point, a minimum of 8 hours or 100 miles between tie‑ups, with a guarantee of 175 miles each date. Terminal rules will not apply at tie‑up points.

**EXAMPLES ‑‑ ACTS OF GOD TIE‑UPS**

(These *examples are illustrative only and do not change the meaning* of *the Rule.)*

Question No. 1:

On a subdivision extending from A to J, crew is called on duty at A 10:30 PM 1st; leaves A at *11:15* PM on the 1st; runs to D arriving at 4:00 AM the 2nd; and on account of tunnel cave‑in is tied up at D at 4:30 AM the 2nd. Line is opened and crew goes on duty at D at 4:30 PM the 2nd, arriving and tied up at J at 8:00 PM the 2nd, and is not called for duty at J for another trip until 4:00 AM the 3rd. What allowance would be made to this crew for entire trip from A to J?

Answer:

Allow *175* miles on 1st for that portion of trip A to first tie‑up at D; *175* miles on 2nd for that portion of trip D to J.

Question No. 2:

Same crew as in Question No. 1 is called on duty at D 4:30 PM 2nd; continues trip from D and arrives at H, where they are again tied up at 8:00 PM the 2nd account washout ahead. Line is cleared and crew goes on duty at H at 9:00 AM the 3rd; arrives and ties up at J at *7:00* PM the 3rd, and is not called on duty at J for another trip until sometime on the 4th. What allowance would be made to this crew for entire trip from A to J?

Answer:

Allow *175* miles on 1st for that portion of trip A to first tie‑up at D; *175* miles on 2nd for that portion of trip D to H; 175 miles on 3rd for balance of trip H to J.

Question No. 3:

Same crew as in Question No. 2 after tied up at J at *7:00* PM the 3rd is called on duty at J at 11:00 PM the 3rd for another trip. What allowance under these circumstances would be made to crew?

Answer:

Allow *175* miles on 1st for trip A to first tie‑up at D; *175* miles on 2nd for trip D to H; 100 miles on 3rd for balance of trip H to J; and a new day for trip starting out of J at 11:00 PM the 3rd. The change in allowance on trip H to J from *175* miles shown in Question No. 2 to 100 miles as shown in this question is because of the fact that on the 3rd, crew will receive in excess of the *175* miles guarantee for work performed on that date.

Question No. 4:

Crew is called on duty at A at 10:00 PM the 1st, leaves at 11:00 PM the 1st; runs to D and is tied up at 5:00 AM the 2nd account track impassable ahead of them. Crew remains at D off duty until 1:00 PM the 3rd, when they again go on duty and proceed to J tying up at J at 3:30 PM, the 3rd, and do not start another trip out of J until sometime the 4th. What allowance would be made to this crew for entire trip A to J?

Answer­

Allow 175 miles 1st to first tie‑up at D; 175 miles guarantee for 2nd; and 175 miles for trip D to J.

Question No. 5:

Crew Is called on duty at A 12:05 AM, the 1st, leaves at 12:30 AM, the 1st; runs to D and is tied up there at 5:00 AM, the 1st, account track impassable ahead of them; crew is called back on duty 10:00 AM, the 1st, and runs to H where they are tied up at 5:00 PM, the 1st, due to washout in track ahead; goes on duty at H at 11:00 PM, the 1st, and runs to J, tying up at 2:00 AM, the 2nd. What allowance should be made to this crew for entire trip from A to J?

Answer:

Allow 175 miles on 1st for first tie‑up at D; 100 miles for trip D to H on 1st; and 100 miles H to J on 1st. Crew receives 375 miles on 1st which is in excess of the 175 miles guarantee for each date. In this example there would be no change in allowance to crew for trip A to J regardless of when crew would be called on duty at J for another trip.

NOTE 1: Eating and Sleeping Accommodations: Whenever possible trainmen will be tied at points where eating and sleeping accommodations are available.

NOTE 2: See Appendix 6 for agreement dated October 29, 1974 concerning payment of final terminal delay time to crews whose time expires after arrival at the terminal.