UNION PACIFIC RAILROAD COMPANY

EASTERN DISTRICT

SCHEDULE OF RULES

GOVERNING WAGES AND WORKING CONDITIONS

OF

LOCOMOTIVE FIREMEN, HELPERS, HOSTLERS AND HOSTLER HELPERS

REPRESENTED BY

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

EFFECTIVE MAY 1, 1954

Superseding Schedule of April 1, 1943

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Rule 1. Rates of Pay. (a) The following rates of pay will apply to firemen, and helpers on other than steam power, and to hostlers:

Effective December 16, 1953.

	THRU FREIGHT		PASSENGER		YARD	
Weight on Drivers (Pounds)	Coal, Oil Diesel Electric and Turbine Electric	Electric Helpers	Coal, Oil Diesel Electric and Turbine Electric	Electric Helpers	Coal, Oil Diesel Electric and Turbine Electric	Electric Helpers
Less than 80,000..	$13.83	$13.74	$13.10	$13.10	$15.21	$15.21
80,000— 100,000..	13.83	13.74	13.19	13.10	15.21	15.21
100,000— 140,000..	13.83	13.74	13.27	13.27	15.21	15.21
140,000— 170,000..	14.18	13.82	13.45	13.27	15.34	15.28
170,000— 200,000..	14.18	13.82	13.53	13.35	15.34	15.28
200,000— 250,000..	14.35	13.90	13.62	13.45	15.51	15.45
250,000— 300,000..	14.52	13.90	13.62	13.45	15.68	15.62
300,000— 350,000..	14.79	14.06	13.70	13.53	15.95	15.87
350,000— 400,000..	14.87	14.06	13.79	13.53	16.03	15.95
400,000— 450,000..	15.03	14.22	13.88	13.62	16.19	16.10
450,000— 500,000..	15.19	14.22	13.96	13.62	16.35	16.26
500,000— 550,000..	15.35	14.38	14.05	13.70	16.51	16.41
550,000— 600,000..	15.51	14.38	14.13	13.70	16.67	16.57
600,000— 650,000..	15.67	14.54	14.21	13.80	16.83	16.72
650,000— 700,000..	15.83	14.54	14.29	13.80	16.99	16.88
700,000— 750,000..	15.99	14.70	14.37	13.88	17.15	17.03
750,000— 800,000..	16.15	14.70	14.45	13.88	17.31	17.19
800,000— 850,000..	16.31	14.86	14.53	13.97	17.47	17.34
850,000— 900,000..	16.47	14.86	14.61	13.97	17.63	17.50
900,000— 950,000..	16.63	15.02	14.69	14.05	17.79	17.65
950,000—1,000,000..	16.79	15.02	14.77	14.05	17.95	17.81
1,000,000—1,050,000..	16.95	15.18	14.85	14.13	18.11	17.96
1,050,000—1,100,000..	17.11	15.18	14.93	14.13	18.27	18.12
1,100,000—1,150,000..	17.27	15.34	15.01	14.21	18.43	18.27
1,150,000—1,200,000..	17.43	15.34	15.09	14.21	18.59	18.43
1,200,000—1,250,000..	17.59	15.50	15.17	14.29	18.75	18.58
1,250,000—1,300,000..	17.75	15.50	15.25	14.29	18.91	18.74
MALLETS						
Less than 275,000..	14.87	.....	.....	.....	16.24	.....
275,000— 500,000..	15.20	.....	.....	.....	16.50	.....
Less than 500,000..	.....	.....	14.39	.....	.....	.....
500,000— 550,000..	15.36	.....	14.48	.....	16.64	.....
550,000— 600,000..	15.52	.....	14.56	.....	16.68	.....
	16c will be added for each add'l 50,000 pounds or fraction thereof	16c will be added for each add'l 100,000 pounds or fraction thereof	8c will be added for each add'l 50,000 pounds or fraction thereof	8c will be added for each add'l 100,000 pounds or fraction thereof	16c will be added for each add'l 50,000 pounds or fraction thereof	15c and 16c alternately will be added for each add'l 50,000 pounds or fraction thereof

For local or way freight service, forty (40) cents shall be added to the through freight rates of pay.

(b) **Differential Rates of Pay:**

Locomotive No.	Weight on Drivers	Thru Freight	Passenger	Yard
800— 844....	250,000—300,000	$14.79①	$13.89②	$15.95①
2167—2171.. 2201—2298.. 2302—2320.. 2480—2499.. 2504—2564.. 2702—2734..	200,000—250,000	.....	13.89③	.....
2894 3134—3138.. 3219—3223..	140,000—170,000	14.34③	.....	.....
2860—2889.. 2897—2911.. 3122—3131.. 3226—3227..	170,000—200,000	14.34③	.....	.....
3700—3717.. 3800—3839.. 3930—3999..	400,000—450,000	15.31④	14.51④	16.47④
4000—4024....	500,000—550,000	15.81⑤	15.01⑤	16.97⑤
7000—7039.. 7850—7869..	250,000—300,000	.....	13.89③	.....

① National agreement, Article 2, November 27, 1943.
② Special agreement, effective October 1, 1937.
③ Based on size of cylinder, Award May 16, 1910
④ Special agreement, effective May 1, 1942.
⑤ Special agreement, effective September 1, 1941.

(c) **Miscellaneous Rates of Pay:**

(1) Guarantee in passenger service as provided in Rule 4, per day or trip.....$13.84
(2) Minimum in local freight service as provided in Rule 23(d), per day.....$14.55
(3) Minimum in snow plow service as provided in Rule 26(a), per day.....$14.18
(4) Firemen on rotary snow excavators as provided in Rule 26(b), per day.....$14.18

(5) Firemen watching engines, etc., as provided in Rule 73(e), per day.....$14.18

(6) Firemen deadheading on company business as provided in Rule 74(a)—
On passenger trains, per mile.....$ .1310
On other trains, per mile..... .1358

(d) **Basic Daily Rates for Hostlers and Hostler Helpers:**

	Per Day
Main Line Hostlers	$15.89
Head Hostlers	15.56
Inside Hostlers	15.21
Helpers	14.60

The term "helper" applies to employes when used to assist main line hostlers.

ELECTRIC SERVICE

(e) **Electric Service.** (1) When firemen or helpers are employed on electric locomotives in passenger or freight service, they will be paid the rates shown in Rule 1(a), based upon weights on drivers. In the application of the rates for various driver weights in electric locomotive service, the total weight on drivers of all units operated by one engine crew shall be the basis for establishing the rates.

(2) Electric car service whether operated in multiple unit or single unit, to be paid minimum rate in table of rates.

(3) Electric Locomotives. Whenever electric service is installed or substituted for steam, locomotive firemen shall have preference for the positions as helpers on electric locomotive or multiple unit trains.

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

(g) **Locomotives Equipped With Boosters.** It is understood that the weight on all other power driven wheels will be added to the weight on drivers of locomotives that are equipped with boosters, and the weight so produced by such increased weights shall fix the rates for the respective classes of service.

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

(h) **When Two or More Locomotives Are Used.** When two or more locomotives of different weight on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for entire day or trip.

PASSENGER SERVICE

Rule 2. Basis of Day and Overtime. (a) One hundred (100) miles, or less, (straightaway or turnaround), five hours or less, except as provided in Rule 3, shall constitute a day's work, miles in excess of 100 will be paid for at the mileage rate provided, according to class of engine; overtime shall be paid for on a speed basis of 20 miles per hour computed continuously from the time required to report for duty until released at end of run, on the minute basis, at one-fifth the daily rate per hour according to class of engine used.

Exception: District Cheyenne and Laramie 100 miles allowed for single trip; 150 miles allowed for a double; when both trips are commenced within same calendar day (reporting time to govern), overtime accrues on each trip separately on basis of 75 miles for each trip.

(b) Crews in irregular passenger service Salina to Junction City and return will be compensated on a continuous time basis if departure from Junction City is made within 8 hours after going on duty at Salina, with a minimum allowance of 120 miles at passenger rate. When departure is made from Junction City after the expiration of 8 hours from the time on duty at Salina, 100 miles will be allowed for each leg of the trip.

The provisions of Rule 3 will apply only to assigned passenger service between Salina and Junction City.

(c) **Company Shipments Handled on Passenger Trains.** Freight rates will be paid to firemen of passenger trains on which company shipments are handled as set forth below:

(1) **DC&H.** Freight rates will be paid for DC&H material or supplies (except fresh milk, cream, ice cream and fish), to commissaries, restaurants or employes on line, but will not be paid for supplies for the dining cars in the train, box lunches, DC&H linen.

(2) **Company Material.** Freight rates will be paid for company material exceeding 100 pounds in weight in the aggregate on the train at any one point between the crew's terminals, provided that stationery, advertising and printed matter in excess of 100 pounds in the aggregate, may be handled at passenger rates where the individual shipments for any station between the crew's terminal points do not exceed 25 pounds in weight.

(3) **Mail.** Freight rates will not be paid for company mail, including payrolls, vouchers, tariffs, tickets, meal and baggage checks, timetables, reports, documents, statements, blueprints, specimens for tests, samples and defective materials for inspection.

(4) **Washouts-Derailments.** Freight rates will not be paid for the handling of company shipments or material of any kind, or in any volume, on passenger trains, for washouts, derailments or interruptions to signal system, telegraph or telephone communications from any point on the railroad direct to point of necessity in the territory within scope of this agreement.

(5) **Express.** Freight rates will not be paid for any company material moving under express billing from off line points to on line points, or from on line points to off line points, or for company shipments of less than 100 pounds in weight in the aggregate between points on the line of the Union Pacific Railroad, nor for fresh milk, cream, ice cream, fish and shipments of money, regardless of weight. (Express messengers and baggagemen will be instructed to advise train conductor of shipments over 100 lbs. in the aggregate.)

(6) **Supplies.** Freight rates will not be paid to crews of passenger trains for handling the following company shipments:

(a) Ice or water for employes.

(b) Tools and repair parts, not in excess of 100 pounds accompanying each employe riding on passenger trains.

(c) Train signals or flagging equipment.

(d) Locomotive or diesel parts carried on locomotives or diesels for their own use.

(e) Hospital Department supplies.

(f) Fresh milk, cream, ice cream and fish for employes or the DC&H Department, shipped under either company or express billing.

(g) Clocks and watches for use of company or its employes.

(7) When freight rates are applicable under the provisions of this rule and the total weight of the shipments loaded or unloaded between the crew's terminals amounts to 2500 pounds or more, the local rate will be allowed.

(8) Freight and local rates herein referred to will apply to the mileage of the passenger district, except that doubles, between Cheyenne and Laramie, and between Salina and Junction City, will be computed in accordance with Rule 2(a) and (b).

(9) Overtime and terminal time will be allowed at freight rates on the basis of 12½ miles per hour. Terminal time will be computed on the basis of passenger rules.

Rule 3. Short Turn-around Service. Firemen on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 9 consecutive hours; and also for all time in excess of 9 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule the management may designate the initial trip. Overtime in short turn-around passenger service will be paid for at the hourly rate of one-eighth the daily rate on the minute basis.

NOTE: Minimum of 120 miles will be allowed when only one trip Salina to Junction City and return is made.

Rule 4. Guarantee. (a) In all passenger service, the earnings from mileage, overtime or other rules applicable for each day service is performed, shall be not less than the amount shown in Rule 1(c)(1) for firemen.

(b) In applying the minimum rate of pay for firemen in passenger service, as shown in Rule 1(c)(1), it is intended that on assignments where the men run so as to make only the equivalent of a single trip in one direction each day, they shall be paid the guaranteed minimum for each single trip.

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

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

Rule 5. Calling Time. At district terminals firemen in passenger service will be called as nearly as practicable one and one-half hours before required to start on run.

Rule 6. Preparatory Time. In passenger service, firemen will report for duty 30 minutes prior to time called to depart.

Rule 7. Terminal Time and Work. (a) **Initial Terminal Delay.** In passenger service, when delayed after time called to depart, firemen will be paid for such delay at pro rata rates on minute basis, and time on road allowed from time required to report for duty less the delayed time.

(b) **Terminal Mileage When Initial Time Does Not Accrue.** In passenger service when initial time does not accrue the mileage from designated track where engine is received to point at which road mileage begins will be added to the actual

or constructive miles of the district. Less than one mile not to be counted, one mile or more to be allowed, as per following table:

	Actual Miles	Allowed Miles
Council Bluffs, westbound.....	1.1	1
Omaha, westbound	2.7	3
Kearney	1.0	1
North Platte, eastbound.....	1.3	1
North Platte, westbound.....	1.0	1
Sterling, eastbound	1.1	1
Ogden, eastbound	1.1	1
Denver	2.7	3
St. Joseph, westbound.....	1.1	1

(c) **Final Terminal Delay.** For passenger service, final terminal delay shall be computed from the time train reaches terminal station and will be paid for at pro rata rate on the minute basis until crew is finally released. If road overtime has commenced terminal time shall not apply and overtime will be paid to the point of final release.

When a passenger fireman upon arrival at his terminal is required to stop for fuel and/or water before reaching the terminal station, terminal time will be computed from the time the train stops for servicing until crew is finally released.

Eastbound passenger engine crews required to take their trains to the ice dock at Laramie will be allowed final terminal delay computed continuously from the time the train arrives at west lead switch at icing plant until final release, and the mileage between the west lead switch and the passenger station will be deducted from the road mileage.

(d) **Terminal Work.** Engine crews on passenger runs will not be required to pick up or set out cars at terminals where yard crews are on duty and available to do so without delay to train. Engine crews in passenger service required to set out or pick up cars at terminals where yard crews are assigned, will be compensated on actual minute basis at road rate for such service, including initial or final terminal delay time accruing, with minimum allowance of one hour.

This section (d) does not apply to engine crews in passenger service compensated in accordance with Rule 10.

(e) **Changing Crews at Salina.** Crews on passenger runs between Junction City and Ellis will be changed at Salina. Junction City and Ellis will be the terminals for such runs and this Rule 7 will apply at those terminals. Initial and final terminal time will not be allowed at Salina.

Rule 8. **Passenger Service Defined.** Passenger trains are those composed of passenger equipment, including silk, horses, and other high-class freight in cars equipped for passenger service. Caboose or cabooses on passenger trains do not change the classification of the trains.

Rule 9. **Specials.** Non-revenue special trains running 100 miles or more and over more than one district, pay actual, instead of constructive mileage.

Rule 10. **When Omaha Union Station—Council Bluffs are Terminals.** Omaha Union Station will be the terminal for such passenger trains as begin or finish handling passengers at Omaha, or when road passenger crews are required to pick up or set out cars at Omaha, other than doubling to their train with cars brought from Council Bluffs. Council Bluffs Transfer will be the terminal for other trains.

Rule 11. **Lincoln—Manhattan—Beatrice Passenger.** Mileage allowance, Lincoln to Manhattan and return to Beatrice, 228 miles, and Beatrice to Lincoln, 40 miles. Ten miles additional will be allowed fireman for assisting in handling engine in and out of roundhouse at Lincoln.

Rule 12. **One-Way Passenger Service and Delayed Passenger Trains.** (a) When one-way passenger service originates at the home terminal and passenger engine is used, the extra passenger crew or the senior available freight engineer and the senior available pool freight fireman will be used. If freight engine is used, freight crew first out will be given the run, provided the engineer has one year's actual experience as engineer. If not qualified, the first crew whose engineer is qualified will be used.

(b) Except as provided in Section (e) of this rule, if the run originates at the far terminal, the first freight crew out will be used, regardless of engine furnished, with the above provisions as to qualifications of engineer. However, in exceptional cases, with the approval of the local chairman, a crew may be made up and sent to the far terminal to handle a special train.

(c) Pool crews run-around at home or far terminal as a result of qualifications required of engineer will, if practicable, resume relative standing on the board upon arrival at home terminal, as held when run-around occurred.

(d) It is understood that when a pool freight crew is used under this rule, the next freight crew out will be moved up on the board.

(e) When the crew is made up by using senior available engineer and senior available pool freight fireman together in one-way passenger service out of home terminal, such crew will not be placed in freight pool at the far terminal unless necessary to avoid deadheading pool crews to that point to protect such service, but will be returned to home terminal in extra passenger service, deadheading, running light (engine only), or doubleheading. If used in pool freight service, they will be given their turn out as per arrival.

Seniority or passenger extra board crews used in extra passenger service or to doublehead passenger train out of far terminal will be called in order of their arrival for first extra passenger train or doubleheaded passenger train run after their arrival, provided they have sufficient time to make the trip. Passenger extra board crews will not be used to doublehead in freight service out of the far terminal.

(f) Extra section of regular passenger train made up to assist regularly scheduled train will be manned in accordance with the provisions of this rule unless use of regular crew on the regularly scheduled train would result in their not reaching opposite terminal in time for return movement on regular assignment.

(g) **Delayed Passenger Trains.** Regularly assigned passenger crews at both home and far terminals having regularly assigned trains will be

held for their assignments except when a regular assignment is twelve hours or more late the regular passenger crews will be pooled and will man the passenger trains in their first in, first out order until schedules are restored, and the crews can resume their normal assignments out of home terminal.

This does not restrict the company from deadheading crews to opposite terminal at any time trains are not running on schedule.

Where there are separate pools for streamline and conventional passenger service, the pools will not be combined except in case of emergency.

Rule 13. Filling Vacancies—Passenger Fireman Laying Off and Extra Passenger Service. (a) When a passenger fireman (helper) lays off, or a vacancy is created, the senior pool freight fireman on that district available at calling time will take the run and hold it for ten days subject to the return of the regular fireman, or Rules 105 and 106(a).

(b) When a passenger fireman (helper) has been off his regular assignment for ten days as provided in Section (a), the senior pool freight fireman making written application for such vacancy will be placed on the assignment until return of the regular fireman, or filled by bulletin. A fireman (helper) not having opportunity to make application for such vacancy at the end of the ten day period, who makes written application at his first opportunity, may displace a junior fireman holding assignment under this section.

(c) If no written applications are made for vacancy as provided for in Section (b), they will be filled each trip by the senior pool freight fireman (helper) available at calling time.

(d) On districts where pool freight service is not maintained, the senior assigned freight fireman available at calling time will be used.

(e) A fireman (helper) who lays off or misses a call will not be considered available for passenger service until he has made a trip on his freight turn. This does not estop the management from administering such discipline as it deems proper for missing a call.

(f) A fireman (helper) will not be permitted to double the district in passenger service out of Council Bluffs, Kansas City, Ellis, Denver, and Second District North Platte, two consecutive days. On districts where passenger assignments require a layover of two or more days, a fireman (helper) will be relieved at the completion of trip, prior to layover days, unless he advises upon arrival he desires to remain on the assignment.

(g) Firemen (helpers) used in passenger service as provided in the preceding paragraphs will be required to forfeit one trip on their freight assignments.

(h) Where there is sufficient mileage in passenger service, an extra passenger board may be established. The above paragraphs do not apply where extra passenger boards are maintained. Firemen (helpers) on extra passenger boards will register accumulated mileage at the end of each trip.

(i) When a freight engine is used in extra passenger service, Section (a), Rule 12, will apply.

(j) With concurrence of Superintendent and Local Chairman, firemen (helpers) may be relieved from doing passenger work for a period of not less than three months and will not be eligible to bid in regular passenger service during this period. This does not relieve firemen (helpers) from protecting extra passenger service out of far terminals as provided in Section (b), Rule 12.

Rule 14. Manning of Locomotives When Doubleheading from Terminal to Terminal. In regular passenger service the regularly assigned crew will man the lead locomotive, except when there is a combination of diesel and steam locomotives the regularly assigned crew will remain on the diesel locomotive.

In extra passenger service or in the absence of the assigned engineer in regular service, the senior engineer will man the lead locomotive.

FREIGHT SERVICE

Rule 15. Service Paid Through Freight Rates. Through and irregular freight, pusher, helper, mine run or roustabout, work, wreck, construction, snow plow, circus trains, trains established

for the exclusive purpose of handling milk, and all other unclassified service, shall be paid through freight rates as shown in Rule 1.

Rule 16. Basic Day. (a) In all road service other than passenger, 100 miles or less, eight hours or less (straight-away or turn-around), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

(b) On district Junction City to Salina turn-around service may be operated as doubles with Salina as the starting point or terminal, on continuous time basis when departure at turning point is commenced within eight hours after going on duty, 120 miles allowed. This provision also applies when one leg of the trip is freight service and the other leg passenger service.

(c) Except as provided in Section (m), Rule 99, O. & R. V. engine crews making trip, Valley to Council Bluffs and return to Valley, or from Valley to Council Bluffs to Beatrice will be allowed a minimum of 100 miles Valley to Council Bluffs and return to Valley; company tie-up rule will apply at Council Bluffs. O. & R. V. engine crews may be used for one or more helps between Valley and intermediate points and paid on continuous time basis for such helps and a subsequent trip, Valley to Beatrice, except when called to make additional helps or trip Valley to Beatrice, after having run 100 miles in helper service or after expiration of 8 hours, computed from time of beginning new day in helper service.

Rule 17. Overtime. (a) On runs of 100 miles or less, in all road service other than passenger, overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by 12½. Overtime will be paid for on the minute basis at 3/16 of the daily rate per hour, according to class of engine or other power used.

(b) District Junction City to Salina when 100 miles is allowed, overtime after eight hours; when in continuous turn-around service overtime will be allowed on the basis of miles allowed.

Rule 18. Calling Time. At district terminals firemen in all except passenger service will be called as nearly as practicable one and one-half hours before required to report for duty.

Rule 19. Terminal Switching and Initial Terminal Delay. (a) **Initial Terminal Delay.** (1) Initial terminal delay shall be paid on a minute basis to firemen, and helpers on other than steam power, in through freight service after one (1) hour and fifteen (15) minutes' unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (⅛th) of the basic daily rate, according to the class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

NOTE: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the track where the train is first made up. However, if the train is moved off the assembly track for the convenience of the company and not with the intent of making a continuous outbound move, initial terminal time will continue until continuous outbound move is started. The continuous move is not disrupted when train is stopped to permit the lining of a switch or because the block is against them.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins, except as provided in Rule 68.

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

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

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

(2) Outbound freight crews, Council Bluffs, will be allowed terminal time computed from the expiration of thirty minutes from the time required to report for duty until caboose crosses M.P. 5.23 (C.G.W. crossing) at Summit. Such payments shall be in addition to road trip without deduction therefrom, except that when overtime accrues computed from the time of reporting for duty, the allowance for initial terminal time or overtime, whichever is the greater, will be paid. Road mileage will begin at M.P. 5.23 (C.G.W. crossing), Summit.

When allowance is paid under provisions of Section (1) of this rule, no allowance shall be made under provisions of this Section (a)(2).

(3) **Initial Terminal Switching Where Yard Crews are Not Assigned.** Firemen required to do switching, load or unload stock, etc., within designated points of separation between yard and road, on outbound freight trains, will be paid therefor at pro rata rate on the minute basis and time on road computed from the time required to report for duty less the time allowed for switching. In calculating the time engaged in switching under this rule, it is understood that the time will be continuous from the time the work is begun until it is completed and the train is coupled together. When overtime accrues, computed from time of reporting for duty, the allowance for switching or the overtime, whichever the greater, will be paid.

(b) Where the classification of a through freight is changed to a local freight account doing local work at one or more intermediate points between terminals, the change in classification will not affect the pro rata through freight rate which is to be paid for the initial switching or work service, except when overtime accrues on trip computed continuously from time of reporting for duty, in which case the allowance for the initial switching or work at the pro rata through freight rate, or the overtime at the local rate, whichever the greater, will be paid.

(c) **Terminal Switching Where Yard Crews are On Duty.** Road engine crews will not be required to perform switching at terminals where yard

crews are on duty. The following will not be considered switching within the meaning of this Section (c):

Doubling over if there is no track available of sufficient length in that part of the yard, where train is ordinarily made up or received, to hold the train.

Setting out bad order cars found in train after engine is coupled to train. Road crews required to set out bad order cars at initial terminal where yard crews are on duty will be allowed one hour arbitrary at the through freight rate. When a bad order car is found in train after engine is coupled to train, and road crew is required to pull portion of train forward to permit yard engine to remove bad orders, road crew's time will be computed and they will be compensated in accordance with Section (a)(3) of this rule. Time under this rule will terminate when initial terminal time commences. No allowance will be made to road crews when engine is cut off and moved ahead while bad order car or cars are removed, except as required by Section (a)(1) of this rule.

Coupling train together to close cuts occasioned by necessity of protecting road crossings.

Cutting train for road crossings.

Cutting train to permit yard crew to take off or put on cars after leaving track on which train assembled, or before reaching designated arrival track. This to be limited to one cut.

Crews on mixed trains picking up or setting out freight or passenger equipment. This to be limited to one set out or pick up.

Intermediate yards—Picking up cars from one track and/or setting out cars on one track, or on and from additional tracks when such tracks are not of sufficient length to hold same.

Switching performed by freight crews as provided in Section (1) of this rule.

Omaha—Inbound road crews setting out cars at Summit or 20th Street and 6th Street Yard.

Road crews handling caboose for convenience of the road crew at Topeka.

Road crews may make one set out of stock at Sidney, Laramie and Denver.

Grand Island—Road crews may set out sugar beets at west stock yards.

(d) **Initial Terminal Switching at Terminals Where Yard Crews are Employed But Not on Duty.** Road engine crews may be required to perform necessary switching in connection with making up their own train, which includes the assembling of all cars to be moved forward in their train and, in addition, may be required to spot important loads that are in the terminal which require spotting before yard crew comes on duty.

Road engine crews performing such service will be compensated therefor on the minute basis at the through freight rate or the yard rate, whichever the greater, with minimum allowance of one hour at 3/16ths of the daily rate per hour, according to class of engine used, independent of the road trip. Time engaged in switching will be calculated from time the work is begun until it is completed and train is coupled together, and time on road computed from the time required to report for duty less the time consumed in switching.

(e) **Final Terminal Switching Where Yard Crews Are Employed But Not on Duty.** Road engine crews may be required to spot rush cars from their own train, deliver rush cars to connecting lines and, in addition, may be required to spot important loads that are in the terminal which require spotting before yard engine comes on duty.

Road engine crews performing such service will be compensated therefor on the minute basis at the through freight rate or the yard rate, whichever the greater, with minimum allowance of one hour at 3/16ths of the daily rate per hour, according to class of engine used, independent of the road trip. Time shall be computed from the time engine reaches designated arrival point until engine is placed on designated track or crew is relieved.

(f) Where yard crews are assigned but not on duty, road engine crews may—

1. Place caboose on caboose track or on their train;

2. Double merchandise to track No. 3, at Ellis;

3. Inbound road crews may make one set out and outbound crews may make one pick up at Sterling.

Road crews performing such service will not be entitled to penalty payments prescribed in this rule.

(g) This rule applies to both through and local freight service, and switching or other work done at initial or final terminal will not change the classification of a through freight train to a local freight train.

(h) **Road Engine Crews Performing Switching Enroute Where Yard Crews are Employed But Not on Duty.**

1. Road engine crews may be required to pick up cars for their train and/or set out cars from their train, and if required to place cars on two or more tracks when one track will hold the set out, will be paid local freight rate of pay.

2. Road engine crews may be required to spot important loads from their train or that are in the yard which require spotting before yard crew comes on duty and switch out cars that move forward in their train. Road engine crews under through freight rate of pay performing such service will be allowed local rate of pay for the trip, except when service is performed at other points enroute which changes the classification of a through freight to local freight, the service performed at stations where yard crews are employed but not on duty will be paid for on the minute basis with minimum of one hour at the pro rata through freight rate, or the yard rate, whichever the greater, independent of road trip.

The provisions of this section (h)2 also apply to road engine crews enroute setting out cars on more than two tracks and/or picking up cars from more than two tracks at Rock Springs.

(i) In yards where continuous yard service is not maintained, yard crews assigned will perform all the service that is available or would become available within 30 minutes from the assigned off duty time for the yard crew, regardless of the fact that such handling may cause the yard crew to work overtime. Yard crews will be required to complete work of making up trains consisting of cars which are in the terminal and available for assembling at expiration of shift.

(j) When the total time consumed by road engine crews in switching at terminals where yard crews are employed but not on duty during any spread of hours which can be covered within a shift under the regularly assigned starting time rules for yard service, plus the overtime worked by yard crews during the same hours, amounts to 4 hours or more for 3 consecutive working days, yard crews will thereafter be used to perform such service so long as this amount of switching continues. Actual time consumed in switching will be shown on time slip.

(k) When road engine crews are required to perform yard switching other than as provided in this rule they shall be paid therefor at the through freight rate or the yard rate, whichever the greater, on minute basis at 3/16ths of the daily rate per hour according to class of engine used, with one hour arbitrary at 3/16ths of the daily rate, independent of the road trip, and first out extra yard crew available at such terminal will be allowed a minimum day at yard rates.

(l) Outbound freight crews required to pick up cars, or when additional cars are placed in their train by switch engine, between Council Bluffs and C. G. W. crossing at Summit, or between Council Bluffs and west switch storage track Gilmore, will be allowed terminal time computed from expiration of 30 minutes from time required to report for duty until caboose crosses C. G. W. crossing Summit, or west switch storage track Gilmore, with minimum allowance of schedule mileage, Council Bluffs to C.G.W. crossing Summit, or west switch storage track Gilmore. Road mileage will begin at C.G.W. crossing Summit, or west switch storage track Gilmore.

(m) Except as otherwise provided for in Rules 19 and 20, terminal time allowed at terminals will be paid for under provisions of Rules 7 or 19(a)(3).

Rule 20. Final Terminal Delay or Switching. (a) For freight service, final terminal time shall be computed from the time the engine reaches designated arrival point and paid for the full delay at the end of the trip on the minute basis at ⅛th of daily rate per hour when no overtime accrues to point of release.

(b) If on road overtime at the time engine reaches final designated arrival point, overtime will be continuous until the crew is finally released.

(c) If not on road overtime when engine reaches the designated point but overtime period commences before final release, final time up to the period when overtime commences will be allowed at ⅛th of daily rate per hour and time thereafter at the overtime rate.

(d) Trains held out of yard at destination will report the time when first held up as the time of arrival at terminal point.

(e) Final terminal time will not be allowed on turn-around runs (main line or branches) except at starting point.

(f) Freight crews arriving at Denver off Dent Subdivision will receive final terminal time from time first held up at Sand Creek Junction due to congestion in the Denver freight yard or by freight trains ahead, but not when held at Sand Creek Junction for passenger trains.

(g) Crews on Train No. 334 will be allowed final terminal time from the time Train No. 334 stops to have freight cars removed from their train until released at Denver Union Station.

Rule 21. Designated Points at Terminals. Designated points at terminals separating road mileage from terminal time where applicable on inbound freight trains are shown in the tabulation of runs at pages 98 to 123.

Rule 22. Zone Rule. Firemen in pool or irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day; provided, (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that firemen shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight consecutive hours, except as a new day subject to the first-in first-out rule.

LOCAL FREIGHT SERVICE

Rule 23. (a) Trains loading or unloading way freight, handling supply trains, working battery cars, spotting stock cars to load or unload, spotting and unloading water cars, or doing station switching will be classed as local freight trains.

NOTE: This does not apply to through or irregular freight trains setting out or picking up cars at stations, or picking up or dropping tonnage enroute, or loading or unloading small lots of perishable freight, except that pool freight crews required to place cars on two or more tracks when one track will hold the set-out will be allowed local freight rates of pay. Replacing cars displaced in picking up or setting out cars will not be classed as switching.

Crews on through freight trains will be allowed local rates of pay when required to pick up car or cars at one intermediate point and set out the cars at another intermediate point for the convenience of another train subsequently picking up the cars.

Local rate will not be allowed when:

(1) Cars are picked up at one intermediate point and set out at another intermediate point account bad order.

(2) Cars are picked up or set out account tonnage.

(3) Cars are picked up at an intermediate point and set out at a diverging point for delivery to a point on a diverging line over which crew making set-out does not operate (A diverging point is understood to mean a junction where two or more lines converge, one or more on which the crew making the set-out does not operate) Example: Cars picked up at Borie and set out at LaSalle, which cars were destined to points between LaSalle and Julesburg.

(4) Cars are picked up at an intermediate point and destined to a point on that district and are set out at other than the destination point to avoid additional stops. Example: Cars picked up at Morgan destined to Aspen and set out at Evanston, to be subsequently moved Evanston to Aspen by the local.

(5) Cars set out as described in Sections (3) and (4) also include cars destined to the crew's terminal or beyond, if such cars are included in

the one set-out and handled by crew assigned to local service, in accordance with section (b) of this rule.

(b) Local work will be confined to local trains as far as possible.

(c) Firemen on local freight trains other than assignments specified in Section (d) of this rule will be paid local freight rates of pay. Where any member of crew receives local rate for local work performed enroute over district on which fireman performs service, fireman will also be paid local rate.

(d) In main line service between Council Bluffs and North Platte, Kansas City and Salina, St. Joseph and Grand Island, firemen on assigned local freight trains will be paid the rates provided in table of rates, except that the minimum rate shown in Rule 1(c)2 will apply between Council Bluffs and North Platte, and Kansas City and Salina. Such firemen will be allowed a minimum of 100 miles at local freight rates of pay for every day in the month except Sunday, and when used on Sunday, extra compensation for such service will be paid.

(e) On Park City-Echo-Coalville runs firemen will be allowed 10 miles in addition to road pay for taking care of engine.

(f) Firemen assigned to beet train service on the Colorado Division and North Platte Branch and Cut-Off, who are ready for service the entire month, and who do not lay off of their own accord, will be guaranteed not less than 100 miles for the calendar days in the month, except when they are released with permission to go home on Sunday, guarantee will not apply to such day; firemen working fractional parts of a month to be paid on same basis. It is understood that excess miles made on one day will not be used to offset payment on a day not used, and that Rule 88 shall govern date on which service will be credited.

(g) On the Encampment Branch during the operation of tri-weekly service, and on the Coalmont Branch, firemen will be allowed a minimum of 2600 miles per month, at rate of pay for class

of engine used, schedule rules to govern; the minimum allowance to cover overtime and extra service until 2600 miles have been earned. Compensation allowed for deadheading to and from the assignment will not be applied against monthly guarantee of 2600 miles.

(h) Firemen regularly assigned to local or mixed runs of over 100 miles, who on any date cover only a portion of their run, will be compensated on basis of actual service performance with minimum payment of not less than the equivalent of the mileage of their regular run.

(i) Firemen on regularly assigned local or mixed runs of less than 100 miles required to make side or lap back trips not included in their assignment will be compensated as follows:

1. Actual mileage of side or lap back trips in addition to minimum day for service on assignment.
2. If total actual miles run is less than 100 miles, overtime will begin at the expiration of 8 hours; if over 100 miles are run, overtime will be computed on basis of miles divided by 12½.
3. When overtime accrues, allowance will be made on overtime basis or as provided in paragraph (l) above, whichever the greater.

(j) Bulletins covering regularly assigned local or mixed service will show points between which assigned; whether straight-away or turn-around; number of trips; turning points; home and far terminals; days assigned and starting time.

(k)(1) Crews may be started later than bulletined starting time according to service conditions and time will commence at time required to report for duty. Firemen will not be required to hold themselves in readiness for an earlier call than prescribed in the bulletin.

(2) Crews assigned to local, mixed, or combination switch and road service will be allowed 100 miles for service performed in advance of bulletined starting time at rate applicable to class of service performed, except as provided in following paragraph (3).

(3) When crews assigned to local, mixed, or combination switch and road service are brought on duty in advance of bulletined starting time for extra road service, time will be computed from time required to report for duty for the extra road service until released therefrom, with minimum allowance of 100 miles and new day will begin when brought on duty for regular assignment.

(1) A minimum of 100 miles will be allowed for trips out of turning points of assignments outside of the territory included in the assignment at the rate and under the rules governing the service performed, but such time or miles will not be used in computing overtime on the assignment.

Rule 24. Combination Switch and Road Service. (a) Firemen assigned to combination switch and road service may be called to make one or more turn-around trips out of the same terminal within a zone extending 50 miles in any direction and paid actual miles with a minimum of 100 miles or 8 hours, provided that crew will not be required to make a succeeding trip out of their terminal after they have run 100 miles or been on duty 8 hours, except as a new day. Firemen will begin a new day when required to make trip out of their terminal if on duty 8 hours before their train is coupled together and air test made.

(b) All initial and final terminal time or work shall be paid for on minute basis and all time elapsing at terminal of assignment between trips which are commenced prior to firemen having run 100 miles or been on duty 8 hours shall be paid for on same basis as final terminal time or work.

(c) On runs of 100 miles or less, overtime will begin after the expiration of 8 hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by 12½; overtime shall be paid on the minute basis at a rate per hour of 3/16ths of the daily rate.

(d) Time on trips which constitute a day's work as provided herein will be allowed on basis of continuous time from time of reporting for duty until released, or on basis of actual miles run and time consumed at terminal of assignment in switching, including preparatory and held time, whichever the greater.

Example No. 1—

Fireman on duty LaSalle 1 P.M.
Switches until 2 P.M.
Makes trip LaSalle to Pierce and return, 2 P.M. to 4 P.M., distance of 41 miles.
Switches at LaSalle 4 P.M. to 6 P.M.
Makes trip LaSalle to Brighton and return, distance of 54 miles, 6 P.M. to 8:30 P.M., released 9 P.M.

Compensation—95 miles plus 3 hours, 30 minutes terminal time. In this case, the actual miles run plus the terminal time computed separately exceeds allowance on continuous time basis.

Example No. 2—

Fireman on duty LaSalle 1 P.M.
Switches 1:20 P.M. to 2 P.M.
Makes trip LaSalle to Peckham and return, 7 miles, 2 P.M. to 3 P.M.
Switches at LaSalle 3 P.M. to 6 P.M.
Makes trip LaSalle to Gowanda and return, 32 miles, 6 P.M. to 8 P.M.
Switches at LaSalle 8 P.M. to 8:30 P.M.
Makes trip LaSalle to Barnsville and return, 40 miles, 8:30 P.M. to 11:15 P.M.
Released 11:30 P.M.

Compensation—147 miles. In this case, payment on continuous time basis exceeds allowance of actual miles run plus the terminal time.

Example No. 3—

Fireman on duty LaSalle 1 P.M.
Switches until 2 P.M.
Makes trip LaSalle to Pierce and return, 41 miles, 2 P. M. to 4 P.M.
Switches until 6 P.M.
Makes trip LaSalle to Brighton and return, 54 miles, 6 P.M. to 9 P.M.
Makes trip LaSalle to Hardin and return, 31 miles, involving 30 minutes initial and 30 minutes final time.
Released 1 A.M.

Compensation—1 P.M .to 9 P.M. (on duty 8 hours), allowed 95 miles plus 3 hours terminal time.
Allowance 9 P.M. to 1 A.M., 100 miles, account fireman required to make succeeding trip out of his terminal after he had been on duty 8 hours.

(e) A minimum of 100 miles will be allowed for service performed beyond the limits of the 50 mile zone at the rate and under the rules governing the service performed, but such time or miles will not be used in computing overtime on the assignment.

(f) Firemen regularly assigned to combination switch and road service will be paid local freight rates, and guaranteed not less than 100 miles or 8 hours for each day assigned or held available for service. Firemen may be used in any other service to make up guarantee on days regularly assigned service is discontinued, but such service shall be paid for at schedule rates, with minimum allowance of 100 miles at local rates. However, this does not permit using such firemen in pool freight service out of Beatrice or Sterling ahead of firemen in pool freight service.

(g) It is understood that this provides how firemen may be used in any class of service in lieu of their assigned service, but it does not authorize compensation thus earned to be applied to make up any time that firemen were ready for service and not used.

(h) Bulletin will show terminal, starting time and days included in assignment.

(i) Firemen may be started later than bulletined starting time according to service conditions, and time will commence at time required to report for duty.

NOTE: For service performed in advance of bulletined starting time, see Rule 23(k)(2) and (3).

(j) Combination switch and road runs will not be assigned under the provisions of this rule out of district terminals other than Valley, Beatrice, Gering and Sterling, except by agreement.

WORK TRAIN SERVICE

Rule 25. (a) Work train in service five consecutive days will be considered an assigned work train on which the hours of service must be fixed. Assigned work trains (road or yard) shall be manned by road firemen.

(b) Crews in assigned work train service will be allowed a minimum of 100 miles for service performed in advance of bulletined starting time, except as provided in Section (c) of this rule.

(c) When crew having tie-up point away from terminal is run into terminal Friday or Saturday, they may be brought on duty at such terminal Monday morning in advance of bulletined starting time and time will commence at time required to report for duty.

(d) Compensation for crews in assigned work train service will begin not later than the fixed starting time, unless crews are tied up for rest.

(e) When the fixed starting time is changed one hour or more the assignment will be promptly bulletined for fireman and the incumbent will remain on the assignment until filled under bulletin.

(f) Firemen on assigned work trains will be allowed full time (including Sundays).

Extra fireman on an assigned work train which comes into home terminal or point where an extra list is maintained, on a day prior to a layover day (Saturday, Sunday, or a holiday other than Monday) and the assignment is not going to work on such layover day, will be held on the assignment each layover day until the expiration of the minimum working hours of the assignment and paid for the day or days held. At the expiration of the minimum working hours on Sunday or holiday other than Monday, the extra fireman will be placed last out on the extra list.

When Monday is a holiday and a layover day, the regularly assigned fireman may report for work prior to Monday and will be available for service on Monday and compensated therefor. This provision is also applicable to a senior fireman exercising displacement rights to an assigned work train in accordance with schedule rules.

(g) Twenty minutes will be allowed for meals between the fourth and sixth hours; such time to be considered a part of the 8 consecutive hours constituting a day's work.

(h) Terminal time will not be allowed in temporary work service when constructive mileage is allowed.

(i) Actual miles will be allowed in work train and pile-driver service when 100 miles or more are made in a day.

SNOW PLOW SERVICE

Rule 26. (a) In snow plow service, firemen will receive the through freight rate per class of engine used, with a minimum shown in Rule 1(c)(3).

(b) Firemen firing rotary snow excavators will be paid per day the amount shown in Rule 1(c)(4). Firemen assigned to rotary snow excavators, and held at any point, will be allowed one day for each 24 hours so held.

(c) When snow plows are double crewed, firemen will alternate at the end of each 12 hours. Basic day and overtime provisions for snow plow service shall apply to the service period and miles or time at pro rata rate, whichever the greater, for the deadhead movement.

HELPER SERVICE

Rule 27. (a) Firemen assigned to helper service shall be called first-in and first-out for initial service on each 8 hour helper day.

(b) Assigned helper fireman, who is available and ready for service the entire month, shall be guaranteed 3300 miles per month.

(c) If an assigned man lays off of his own accord or is relieved during the month he shall receive what he earned but not less than his proportion of the monthly guarantee for the number of days worked or held.

(d) Extra fireman relieving a regular man shall be paid not less than his proportion of the monthly guarantee for the number of days worked or held, except that in the operation of rules regulating mileage, the guarantee shall not apply to the relieving man or men.

(e) In case traffic is interrupted to the extent of 48 hours or more at one time in any calendar month from any cause over which the company has no control, the guarantee will not apply during the period of such interruption.

(f) When crews are released and called on duty again before expiration of 8 hours, time will be computed as continuous. If called on duty after 100 miles have been run, or after expiration of 8 hours from starting time of initial trip, a new day will begin.

(g) Terminal time will not be paid assigned helpers except when 100 miles or more are made.

(h) Road firemen will not be required to do helping service except in emergencies, in which case they will be paid in accordance with Rule 81.

CIRCUS TRAINS

Rule 28. (a) When circus trains are handled over districts or branches, making no intermediate stops (stands), freight rates and conditions will apply.

(b) When service requires intermediate stops (stands), loading or unloading of circus enroute over district, or at terminal, firemen will be paid 175 miles for each 24-hour period or portion thereof, computed from time first required to report for duty. Overtime or terminal time will not be paid while on the 175 mile basis.

(c) Where movement is started after expiration of 24-hour period and terminates at terminal and crew is released, not less than 100 miles will be allowed; where movement is started prior to expiration of 24-hour period and terminates at terminal and crew is released after expiration of that 24-hour period, actual time or mileage, whichever the greater, will be allowed. These allowances will be made in addition to 175 miles for each 24-hour period in which circus was loaded or unloaded.

(d) Circus trains tied up between terminals for one or more days account washouts or other obstructions, 100 miles for each 24 hours will be allowed.

FREIGHT SERVICE—MISCELLANEOUS

Rule 29. Meals. Firemen on freight trains will be given reasonable time in which to eat if hours on duty make it necessary or conditions of service require it.

Rule 30. Eating and Sleeping Accommodations. Firemen will not be tied up between their terminals except at points where food and lodging can be procured.

Rule 31. Ogden-Wahsatch Double. On Ogden-Wahsatch double, firemen will be allowed 150 miles, overtime on basis of miles allowed.

Rule 32. Failure of Stokers. When stokers fail on stoker fired engines in freight service between terminals, tonnage of train will be reduced to not to exceed sixty-five or seventy per cent of the normal rating of the engine, that is, rating of engine at that particular season of the year, taking into consideration weather conditions. When it is necessary to move stoker fired engines from one terminal to another with stoker not in operation, engine will be run light or doubleheaded on train of normal tonnage.

YARD SERVICE

Rule 33. When Two or More Locomotives are Used. When two or more locomotives are used during one shift in yard service, the rate applicable to the heaviest engine on drivers shall be paid for the entire shift.

Rule 34. Spotting Cars for Steam Shovel. Firemen spotting cars for steam shovel will be paid on work train basis.

Rule 35. Dinkey Engines. Firemen operating dinkey engines in and about shops will be paid yard rates and be governed by yard rules. Vacancies and new positions will be filled from the ranks of firemen.

Rule 36. Belt Line or Transfer Service. Yard rates will apply when yard firemen make transfers.

Rule 37. Basic Day. Eight hours or less shall constitute a day's work.

Rule 38. Time Begins and Ends. Time to begin when required to report for duty, and to end at time engine is placed on designated track, or fireman is released as hereinafter provided.

Rule 39. (a) **Overtime.** Except where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours continuous service in a 24-hour period shall be paid for as overtime on the minute basis at 3/16ths of the daily rate per hour, according to class of engine.

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

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

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

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

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

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

(5) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate.

Rule 40. Starting Time. (a) Regularly assigned yard firemen will each have a fixed starting time, and the starting time will not be changed without at least 48 hours' advance notice.

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

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

(d) Where two shifts are worked not in continuous service, the time for the first shift to begin work will be between the hours of 6:30 A.M. and 10:00 A.M., and the second not later than 10:30 P.M.

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

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

(g) Central time to govern at North Platte and Ellis.

Rule 41. Assignments. (a) Firemen shall be assigned for a fixed period of time which shall be for the same hours daily for all regular members of a crew. So far as practicable, assignments shall be restricted to 8 hours work.

(b) Any engine working 3 consecutive days will be considered regularly assigned. Assigned yard firemen will be given at least 16 hours advance notice when assignment is to be discontinued.

Rule 42. Required to Cover Portion of Another Shift and Reporting in Advance of Regular Shift. Regularly assigned fireman after being released from duty, required to cover any portion of another shift, or required to report in advance of regular reporting time, will be allowed not less than 8 hours at time and one-half for service performed in addition to pay for regular shift, except as provided in Rule 39.

Rule 43. Extra Man Relieving Regular Man. An extra man relieving a regular man after starting time of the regular shift shall be paid not less than a minimum day, but will not be entitled to the overtime rate until after having performed 8 hours service.

Rule 44. Calculating Assignments and Meal Periods. The time for fixing the beginning of assignments or meal periods is to be calculated from the time fixed for the crew to begin work as a unit without regard to preparatory or individual duties.

Rule 45. Meal Period. (a) Yard firemen will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work, without deduction in pay.

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

(c) Yard firemen required to work through two shifts, or to work overtime beyond two hours on first shift, will be allowed reasonable time for meal without deduction in pay.

Rule 46. Designated Starting and Relieving Points. The company will designate spot tracks in all yards where switch enginemen will commence and end shifts; such tracks to be at or near roundhouses or other points where engines are supplied or the convenience of the company may require. When, upon reporting for duty, fireman is notified that the engine he is required to fire is busy in another locality, he will report thereto as soon as possible and fireman relieved will be under pay until regular relief point is reached. The necessary register will be maintained at regular relief point.

Rule 47. Combination Road and Yard Service. Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours, whichever the

greater, with a minimum of one hour for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service. The term "road service" as used in this rule will mean any service for which road rates are paid.

Rule 48. Combination Service Within Switching Limits. When yard firemen perform more than one class of service during any one shift within switching limits, they will be paid for the entire service at the highest rate applicable to any class of service performed.

Rule 49. Not Confined to Yard Limits. Firemen in switching service whose regular assignment is not confined to yard limits will be paid through freight rates.

Rule 50. (a) **Switching by Road Crews.** No payments will accrue to yard enginemen account road engine crews performing service as provided in Rules 7(d), 19 and 20, but if road engine crews are required to perform yard switching other than as provided in those rules, first out extra yard crew available at such terminal will be allowed a minimum yard day at highest rate applicable to yard engines used in that yard.

(b) **Switching Service for New Industries.** (1) Where an industry desires to locate outside of existing switching limits at points where yard crews are employed, the carrier may assure switching service at such location even though switching limits be not changed, and may perform such service with yard crews from a yard or yards embraced within one and the same switching limits without additional compensation or penalties therefor to yard or road crews, provided the switch governing movements from the main track to the track or tracks serving such industry is located at a point not to exceed four miles from the then existing switching limits. Road crews may perform service at such industry only to the extent they could do so if such industry were within switching limits. Where rules require that yard limits and switching limits be the same, the yard limit board may be moved for operating purposes but switching limits shall remain un-

changed unless and until changed in accordance with rules governing changes in switching limits.

The yard fireman or yard firemen involved shall keep account of and report to the carrier daily on form provided the actual time consumed by the yard crew or crews outside of the switching limits in serving the industry in accordance with this rule and a statement of such time shall be furnished the General Chairman representing yard and road firemen by the carrier each month. The General Chairman may at periodic intervals of not less than three months designate a plan for apportionment of time whereby road firemen from the seniority district on which the industry is located may work in yard service under yard rules and conditions to offset the time consumed by yard crews outside the switching limits. Failing to arrange for the apportionment at the indicated periods, they will be understood to have waived rights to apportionment for previous periods. Failure on the part of employe representatives to designate an apportionment, the carrier will be under no obligation to do so and will not be subject to claims.

(2) This rule shall in no way affect the servicing of industries outside yard or switching limits at points where no yard crews are employed.

(c) **Changing Switching Limits.** (1) Where an individual carrier not now having the right to change existing switching limits where yard crews are employed, considers it advisable to change the same, it shall give notice in writing to the General Chairman of such intention, specifying the changes it proposes and the conditions, if any, it proposes shall apply in event of such change. The carrier and the General Chairman shall, within 30 days, endeavor to negotiate an understanding.

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

If mediation fails, the parties agree that the dispute shall be submitted to arbitration under the Railway Labor Act, as amended. Upon such failure of mediation, the carrier shall designate the exact questions or conditions it desires to

submit to arbitration and the General Chairman shall designate the exact questions or conditions such General Chairman desires to submit to arbitration. Such questions or conditions shall constitute the questions to be submitted to arbitration.

The arbitrators selected by the parties shall in good faith endeavor to agree on the neutral arbitrator or arbitrators in accordance with the provisions of the Railway Labor Act, as amended. In the event they fail to agree, the neutral arbitrator or arbitrators shall be appointed by the National Mediation Board, all in accordance with the provisions of the Railway Labor Act, as amended. The jurisdiction of the Arbitration Board shall be limited to the questions submitted to it. The award of the Board shall be final and binding upon the parties.

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

Rule 51. Relief by Request. Yard firemen relieved at their request before end of shift will be paid for actual hours worked and on resuming work will commence at the beginning of the shift.

Rule 52. Guarantee—Topeka and Hanna. Yard firemen at Topeka and Hanna will be allowed time for six days per week and will be subject to work each day such guarantee applies.

Rule 53. Rights. (a) Effective May 1, 1941 road firemen hold rights in both road and yard service, but are junior to all firemen holding yard rights only, except as provided in Section (e) of this rule.

(b) Yard rights between different yards on same road seniority district are not interchangeable, but in the event of the abandonment of yards, the yard seniority of the man or men so affected may be transferred to other yards on the same road seniority district.

(c) Firemen in yard service shall be given opportunity to change assignments in such service on the first day of January, April, July and October of each year.

(d) A road fireman restricted to yard service because of physical condition, who is continued on the road seniority list, will not be displaced from holding a regular position as yard fireman by senior road fireman, unless senior road fireman cannot hold a position on extra list.

(e) Road men assigned as permanent yard firemen (fixtures) prior to February 1, 1925, in accordance with provisions of Section 24, Article IV, agreement of January 1, 1923, shall not be displaced from holding a regular position by senior road firemen. Firemen assigned as fixture firemen in open yards subsequent to February 1, 1925 are junior in yard service to senior road firemen in the exercise of seniority, except as provided in Section (d) of this rule.

(f) After a yard fireman has been off for four days, other assigned yard firemen may take the assignment, if they so desire, in preference to extra men.

HOSTLERS AND HOSTLER HELPERS

Rule 54. Classification—Hostlers' Rates. (a) Hostlers handling engines between passenger stations and roundhouses or yards or on main tracks will be paid main line rates for the day.

(b) Hostler required to act as foreman will be paid head hostler's rate.

(c) When 25% or more of an employe's time is consumed in handling engines at points where hostlers are not now employed, such employee will be considered a hostler.

Rule 55. Basic Day. Eight hours or less shall constitute a day's work.

Rule 56. Changing Starting Time. Hostlers shall have a fixed time for beginning work each day; such time may vary for each terminal but must be fixed for and posted at each terminal, and will not be changed without 48 hours' notice.

Rule 57. (a) **Overtime.** Except where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours in a 24-hour period shall be paid for as overtime on the minute basis at 3/16ths of the daily rate per hour.

(b) **Extra Men in Yard and Hostler Service.** See Rule 39(b).

Rule 58. Required to Cover Portion of Another Shift. If assigned hostlers after being released from duty are required to cover any portion of another shift the allowance will be not less than 8 hours at 3/16ths of the daily rate per hour in addition to pay for regular shift.

Rule 59. Reporting in Advance of Regular Shift. If required to report in advance of regular reporting time the allowance will be not less than two hours at 3/16ths of the daily rate per hour in addition to pay for regular shift.

Rule 60. Extra Man Relieving Regular Man. Fireman or extra hostler relieving a regular hostler after starting time of the regular shift shall be paid not less than 8 hours, but will not be entitled to the overtime rate until after having performed 8 hours' service.

Rule 61. Meal Period. (a) Hostlers will be allowed 20 minutes for lunch between 4½ and 6 hours after reporting for duty, without deduction in pay.

(b) Hostlers required to work through two shifts, or to work overtime beyond two hours on first shift, will be allowed reasonable time for meals without deduction in pay.

Rule 62. Filling Positions Permanently. Engine service employes will not be assigned as fixture hostlers except with approval of General Manager and General Chairman. Fixture hostlers will forfeit all seniority rights in engine service.

Rule 63. Filling Positions of Hostler and Outside Hostler Helper. (a) Positions will be bulletined for seniority choice 4 days prior to the first day of January, April, July and October of each year.

(b) New positions and vacancies occurring as result of hostler resigning, retiring, being dismissed from the service, or being off of his assignment for a longer period than 4 days, will be bulletined for period of 4 days (96 hours) and senior hostler or fireman qualified as hostler signing bulletin will be assigned. Fixture hostlers will be considered senior to firemen.

(c) Fireman assigned to bulletined position of hostler will be required to remain on the position for the 3 month period provided in Section (a) of this rule, or the unexpired portion thereof, provided he is not in the meantime furloughed from firemen's extra list, displaced by senior hostler or fireman working as hostler at the point employed, or his position discontinued.

In case position of hostler remains bulletined for 4 days and no applications are made therefor, the junior unassigned qualified hostler will be assigned. If there is no unassigned hostler, the junior extra fireman qualified as hostler will be assigned. If there is no extra fireman qualified as hostler the junior assigned fireman qualified as hostler will be assigned. The fireman so assigned may relinquish the assignment when a junior fireman qualifies as hostler or a junior furloughed fireman qualified as hostler resumes service.

(d) Temporary vacancies as hostler will be filled by senior available unassigned qualified hostler. If there is no unassigned qualified hostler available, vacancy will be filled by first out qualified fireman from firemen's extra board at time call is made. Hostler or extra fireman filling the vacancy will hold it until the regular hostler returns or until it is filled by bulletin. In case regular fireman is used, he will be relieved as soon as possible.

NOTE: When no qualified extra firemen are available to fill temporary vacancies in hostling service, it will be permissible to use regular firemen without loss of compensation.

(e) Firemen with one year's actual experience as fireman will be required to protect vacancies and new positions of hostler on their seniority district. Firemen who stand for hostling service who fail or decline to qualify as hostler within thirty days will be dropped from the seniority list.

Firemen will be qualified by assigned hostlers who will certify as to qualification, after which they must pass required examinations.

(f) Firemen may be permitted or required to remain on hostling positions in excess of 90 days prescribed in Section (a) by agreement between the General Manager and General Chairman.

(g) Bulletined positions of outside hostler helper will be filled by senior outside hostler helper or fireman signing bulletin. Outside hostler helpers

will be considered senior to firemen. If no applications are received and there is no unassigned outside hostler helper available, the position will be filled by the junior fireman.

(h) Temporary vacancies in regular positions of outside hostler helper will be filled by fireman first out on extra board at time call is made if no unassigned outside helper is available.

NOTE: This rule does not change practice of inside hostler helpers assisting inside hostler in making movements for which main line rate applies.

Rule 64. Rights Confined to Terminal. Rights of hostlers are limited to the terminal in which assigned; but in the event of the abolishment of a terminal the seniority of the hostler or hostlers may be transferred to the other terminals on the same road seniority district.

GENERAL RULES

Rule 65. First-In, First-Out. (a) Firemen on assigned runs will stay with their runs regardless of engine furnished. Firemen in chain-gang service will run first-in, first-out and, to preserve this order, it will be permissible to run a fireman out on other than the train for which called, if practicable.

(b) On arrival at district terminals, regular crew reaching arrival point first will be considered as having arrived first-in unless arrival at point of final release is one hour or more later than the following regular crew. The final release time of extra firemen in road freight or yard service will govern their position on the extra board.

(c) Except as provided in Rule 22, pool freight firemen who have made one turn-around trip out of far terminal, and firemen tied up enroute to far terminal, who have had their rest at tie-up point, will not be called for turn-around trip out of far terminal, if other crews are available.

(d) When calling road firemen to deadhead, call fireman first out to deadhead, next fireman to man the train; at final terminal they will be called in same order.

(e) When two or more engines are doubleheaded over the district, firemen will register in the relative order in which they stood before commencement of trip.

(f) When two road crews are doubleheaded or one crew is used as a helper and one crew is ordered cut out of the train, the crew standing first out at the terminal will stay with the train.

(g) Firemen picked up enroute and deadheaded or towed into terminal will register in ahead of train fireman. If more than one fireman picked up enroute, fireman having been under pay longest will register in first. Register will govern in all cases.

Rule 66. Run-Around. (a) Firemen standing first out and not called in turn will be allowed 100 miles and stand last out. Firemen are not run-around when they leave the terminal on the train for which called, or as provided for in last sentence of Section (a) Rule 65.

(b) Pool freight firemen on movements from terminal to terminal on continuous time who are run-around by other pool freight firemen enroute between home terminal and far terminal, or enroute between far terminal and home terminal, will, upon arrival at home terminal be given the same relative position on the list as held prior to leaving home terminal on the last trip.

Pool freight firemen making turn-around trip out of either terminal, or when tied up between terminals and getting their rest, will take position on list as per arrival at terminal. A pool freight crew making a short turn-around trip out of home terminal for which a minimum day is allowed will stand first out not later than twelve hours after release from duty on such trip.

This Section (b) is not applicable on districts whose home terminals are Denver, Ellis, Salina and Beatrice.

The company will not be penalized in any way in the application of this Section (b).

Rule 67. (a) **Calling Crews.** The governing factor in making calls will be the time fireman is required to report for duty.

(b) **Acknowledgement of Call.** Caller will be provided with a book showing time and for what trains wanted, in which firemen will sign their names and time called; if called by telephone, the caller will make this record.

(c) **Calling Limits.** Calling limits will be one and one-half miles.

(d) **Notified of Probable Destination.** Firemen will be notified at the time they are called of the probable destination of the train; it being understood that call boys may give incorrect information and that there will be no penalty or extra expense to the company by reason of failure to comply with this rule.

(e) **Called and Not Used.** When called and not used, firemen will be allowed 50 miles and stand first out; if held on duty to exceed 4 hours, 100 miles allowed and stand last out. When senior available freight fireman is called for extra passenger service out of home terminal and not used, and his regular turn departs before he is released, he will be allowed 100 miles.

(f) **Time and Mileage Begins and Ends.** In all classes of road service a fireman's time will commence at the time he is required to report for duty and will conclude at the time the engine is placed on the designated track or relieved by hostler at terminal.

Rule 68. Combination Terminal Time and Road Service. On trips of less than 100 miles, allowed initial and final terminal time will be added to the miles or time and not less than 100 miles allowed for the combined service.

Exception: The foregoing provisions are not applicable to service operated from terminal to terminal on the following districts:

Cheyenne-Laramie
Evanston-Ogden
Junction City-Salina

On the above districts initial terminal delay in through freight service will be paid after one hour and fifteen minutes.

Rule 69. More Than One Class of Service Same Trip. Road firemen, performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

Rule 70. Constructive and Arbitrary Mileage Allowances. (a) Firemen will be allowed 1.3 miles per mile run for movements between Borie and Laramie and between Speer and Laramie, or any part thereof in Wyoming-Colorado Division* service, with a maximum of 14 constructive miles for a single trip and 28 constructive miles for a double; except that the total allowance for any such service will not be less than a minimum day.

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*Division designations prior to January 1, 1948.

(b) For service between Denver and Laramie from terminal to terminal via Speer-Borie or Speer-Dale, 15 constructive miles will be allowed for movement over Sherman Hill.

(c) For service between Evanston and Ogden from terminal to terminal, 100 miles will be allowed, overtime on basis of mileage allowance.

(d) Firemen who are required to assist other employes turning light engine or other equipment on manually operated turntable, or who are required to throw switches in connection with turning light engine on such turntable or wye, will be allowed one arbitrary hour at pro rata rate for all such service performed during one tour of duty.

(e) Inbound or outbound firemen required to turn engines on the wyes at Ogden, Green River, or Denver, will be compensated on an actual minute basis at road rates, including other initial or final terminal delay time accruing, with a minimum allowance of one hour at pro rata rate.

(f) Firemen required to take coal and water at roundhouse and/or turn engines on wye at Sharon Springs will be compensated on the actual minute basis at road rates, including initial and final terminal time accruing, with a minimum allowance of one hour at pro rata rate.

(g) Firemen required to turn their engines on the wye at Evanston when it is their terminal will be allowed an arbitrary of one hour at pro rata rate.

(h) When firemen are required to turn their engines on the wye at Rock Springs when it is their terminal, time consumed will be considered initial terminal time and the minimum terminal time allowance will be one hour at pro rata rate except when crew also performs yard switching for which payment is made under Rule 19(k), time consumed in turning engine on wye will be included with other penalty time.

(i) Firemen in through freight service required to rerail cars or engines or revive engines which have no connection with the train they are handling will be compensated on the actual minute basis at pro rata rate with a minimum allowance of one hour. This time will be continuous from the time work is begun until it is completed. When overtime accrues, computed from time of reporting for duty, the allowance described above, or overtime, whichever the greater, will be paid.

(j) Firemen required to take coal at coal chute where coal was formerly placed on locomotive by coal chute attendant will be compensated on the actual minute basis with a minimum allowance of one hour at pro rata rate.

When more than four engines are coaled at any one point in an eight hour period for three consecutive days, firemen will be relieved of taking coal at that point.

(k) Firemen in passenger service will be allowed final terminal time computed from the time train stops at 23rd Street, Denver, until final release when yard engine removes cars from rear of their train and road engine moves light or handles head end of train into creamery or baggage tracks.

(l) Firemen in freight service heading into the ice dock at Laramie, when required to handle a train from the ice dock to the yard which was set out by another crew, will be allowed an arbitrary of one hour at rate of time and one-half in addition to final terminal delay time.

Rule 71. Doubling, Lap Back and Side Trips. When firemen are required to make lap back trips, side trips on diverging lines between their terminals, or required to double hills, miles run will be added to the mileage of the regular trip and

paid for on continuous time basis. Running for coal or water or the helping of other trains when necessary to cut off engine will be considered same as a double.

NOTE: Crews on regularly assigned local or mixed runs of less than 100 miles will be compensated for side or lap back trips in accordance with provisions of Rule 23(i).

Rule 72. Running Light — Pilots — Messengers. (a) When run light over district, engines will be accompanied by pilot, who will be a conductor, or brakeman who has passed the examination for conductor.

(b) Firemen will be compensated at through freight rate of pay for handling engines running light.

(c) Firemen used to "messenger" dead engines, will be paid the same rate and come under the same rule that would govern the firing of engine in charge. When necessary to "messenger" dead steam engines from points where firemen's extra board is maintained, firemen will be used. This does not apply to new locomotives in transit prior to being placed in service.

Rule 73. Watching Engines, etc. (a) When engines are tied up where there is no roundhouse or engine watchman, firemen will be required to watch engines except when tied up for rest under the law.

(b) When engines are tied up after the completion of a trip, and fireman is used to watch the engine, he will be paid the rate of the engine according to class of service assigned, on the basis of 12½ miles per hour and overtime after 8 hours on the minute basis.

(c) When crews are tied up away from terminals and fireman is required to watch the engine, such time will be coupled with the service movement and compensated on the basis of mileage and overtime.

(d) Fireman taken from the board and deadheaded to outlying point to watch engines will be paid in accordance with Rule 74, Section (a), for deadheading and actual time and accrued overtime for watching at rate for class of service of engine watched, but not less than a minimum day

for combined deadheading and watching at rate for class of service of engine watched.

(e) Firemen called to watch engines, help inside hostlers, etc., at terminals, will be paid the rate and work under the overtime provisions applicable to service performed except when caused to lose their turn out as fireman because of such service, they will be paid per day of 8 hours or less the amount shown in Rule 1(c)(5).

Rule 74. Deadheading. (a) Firemen deadheading on company business will be paid for actual miles at the rates per mile shown in Rule 1(c)(6), provided that a minimum day at the appropriate rate will be paid for the deadhead trip if no other service is performed within 24 hours from time called to deadhead. Minimum of 100 miles will be allowed to Second Seniority District firemen for deadheading between Hastings and Grand Island.

(b) Firemen deadheading between Rawlins and Laramie on freight train that heads in at west lead switch at icing plant and is yarded at ice dock will be allowed 117 miles.

(c) Firemen transferred from one point to another under instructions from Superintendent will be considered as on company business. Deadheading resulting from the exercise of seniority rights or the application of mileage regulation rules will not be paid for. Firemen deadheading at their own request or for their own convenience, or for other purposes than in the interest of the company, are not considered as required by the company to perform deadhead service and are not entitled to compensation therefor.

(d) **Combination Deadhead and Service Movements.** (1) Where deadhead and service movements are combined on a straightaway trip, hours or miles, whichever the greater, will be allowed at rate applicable to class of service performed for the entire movement.

(2) Where the service movement is 50 miles or more, deadheading and service movement will be separated, except on a straightaway movement, as provided in Section (d)(1) of this rule.

(3) Deadhead movement of less than 50 miles will be coupled with service movement of less than 50 miles where the time elapsing between the two movements is less than 8 hours and 30 minutes,

and treated and paid for as though the entire service had been a service movement.

(e) Firemen deadheading as engineers will be allowed engineers' rates.

Rule 75. Held-Away-From-Home-Terminal. (a) Firemen, and helpers on other than steam power, in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

(b) Should a fireman, or helper on other than steam power, be called for service or ordered to deadhead after pay begins, the held-away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

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

(d) **Home Terminals Designated:**

Council Bluffs, Iowa....	First	Seniority District
North Platte, Nebr.	Second	Seniority District
North Platte, Nebr.	Third	Seniority District
Cheyenne, Wyo.	Fourth	Seniority District
Laramie, Wyo.	Fifth	Seniority District
Rawlins, Wyo.	Sixth	Seniority District
Evanston, Wyo.	Seventh	Seniority District
Kansas City, Kans.....	Eighth	Seniority District
Salina, Kans.	Ninth	Seniority District
Ellis, Kans.	Tenth	Seniority District
Sharon Springs, Kans...	Eleventh	Seniority District
Denver, Colo.	Combination ..	Seniority District
Beatrice, Nebr.	Fifteenth	Seniority District
Marysville, Kans.	Seventeenth ...	Seniority District
Marysville, Kans.	Eighteenth	Seniority District

Rule 76. Permitted to Go Home on Layover Day. Firemen on assigned runs, with layover day at other than home terminal, will, upon request, be permitted to go home when practicable.

Rule 77. Rest. (a) Firemen will not be required to go out when they need rest, and will decide for themselves.

(b) When a fireman ties up for rest at home terminal in excess of number of hours required by the law and his turn is run, he will be considered as laying off until his turn returns to home terminal, if extra men are available.

TIE-UPS

Rule 78. (a) Road Crews Tied Up Between Terminals. Firemen in road service will be considered on duty and under trip pay until tied up as hereinafter provided, and are so notified and for what reason.

(b) **Federal Tie-Up.** (1) 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 14 hours on duty under the federal law, or within two hours of the time limit provided by state laws, if state laws govern.

(2) 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 existing schedules.

(3) 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 8 or 10 hours, to be the period of rest for the entire crew.

(4) A continuous trip will cover a movement straightaway or turn-around from initial point to 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.

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

(6) 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 paragraph (5), the same as if they had run the train to such terminal.

NOTE: Road crews tied up under the law at outlying points and deadheaded or towed into terminal before rest period is up will be paid on continuous time basis until terminal is reached.

(7) 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.

(8) When engines are tied up where mechanical forces are not available, engine crews will be responsible for engines, and will be under pay until relieved by another crew or engine watchman, or released by Chief Dispatcher or other proper authority. Crews are required to make diligent effort to procure relief, and to promptly notify train dispatcher or mechanical foreman when it is apparent trip cannot be completed within legal working period, so relief may be arranged.

(c) **Company Tie-Up.** (1) Firemen in freight service, tied up by the company between terminals, will be under road pay from time first required to report for duty to time tied up, less the initial time allowed, and time will again begin in 24 hours from time first required to report for duty on the first trip, and at the same hour on each succeeding day tied up; not less than a minimum day will be paid for to terminal or next tie-up point.

(2) Firemen tied up or released from duty between terminals for less than 8 hours will be paid continuous time for the entire trip.

(3) For the purpose of computing time allowances the federal tie-up rule will not apply to firemen tied up in less than 14 hours after leaving a terminal; neither the federal nor the company tie-up rules apply to firemen tied up under Section (d) of this rule.

(4) Firemen in pool freight or unassigned freight service tied up or released 8 hours or more at intermediate points under the company tie-up rule will be compensated as follows:

Time from arrival at tie-up point (on trip on which tied up) to time tied up, and actual time consumed in initial switching, will be added to the actual road time or mileage, and not less than 100 miles allowed for the combined service.

When overtime accrues, computed from time firemen go under pay, the allowance for initial switching and final work or delay, or the overtime, whichever the greater, will be paid.

Example No. 1—Firemen goes under pay and on duty at A (tie-up point) at 7:00 A.M.; switches at A until 9:00 A.M.; runs A to B, 25 miles; switches at B 1 hour; runs B to C (an intermediate point), 75 miles; arrives at C, 3:00 P.M.; switches 1 hour at C; tied up at C, 4:00 P.M.

Compensation — 100 miles plus 2 hours initial switching at A and 1 hour final switching at C at pro rata rate.

Example No. 2—Fireman goes under pay at A (tie-up point) at 6:00 A.M.; goes on duty at A, 7:00 A.M.; switches at A, 3 hours; runs A to B to C (district terminal), 75 miles; arrives at C, 3:00 P.M.; relieved at C at 3:25 P.M.

Compensation—127 miles. Time computed on continuous time basis 6:00 A.M. to 3:25 P.M.; exceeds miles run plus initial switching at A and final terminal time at C.

Example No. 3—Fireman on duty at A (district terminal) at 11:00 A.M.; runs A to B, 68 miles; runs B to C (an intermediate point), 32 miles; arrives at C, 5:00 P.M.; switches at C until 6:30 P.M., and tied up at 6:35 P.M.

Compensation—100 miles plus 1 hour, 35 minutes terminal time at pro rata rate.

Example No. 4—Fireman on duty at A (district terminal) at 12:30 P.M.; runs A to B, 22 miles; B to C (an intermediate point), 28 miles; C to D, and return to C, 41 miles; arrives at C, 6:15 P.M.; switches and ties up at C at 8:30 P.M.

Compensation—91 miles plus 2 hours, 15 minutes terminal time at pro rata rate.

Section (c)(4) of this rule does not apply to work, wreck, construction, supply, snowplow, helper service or circus trains, or to crews tied up between terminals because of washouts, wrecks, storms, blizzards, etc.

(d) **Voluntary Tie-Up.** Firemen enroute over district, and tied up of their own volition at intermediate points, will be allowed schedule mileage of the district for the whole service between terminals, with such overtime as may accrue after deducting the time tied up from the total time in service.

(e) **Tied Up—When Permitted to Deadhead.** When fireman is tied up at a point where eating and sleeping accommodations are not available, he will be furnished with transportation and permitted to deadhead without pay on first available train to a point where such accommodations can be had and be permitted to have required rest before returning to service.

Rule 79. When Not Held for Rest. (a) When firemen have a sufficient number of hours to work before being tied up under the law to run over the district on which the trip is to be made at a speed of 15 miles per hour, except 6 hours on the return portion of the double on the Fifth district (Cheyenne-Laramie) they will not be held for rest.

(b) When no crews are available under the law or under the provisions of Section (a) of this rule and the company elects to use crews not having full off duty period of rest, no crew will lose its turn, which shall have sufficient time to cover the district over which the trip is to be made at a speed of 20 miles per hour, computed on constructive mileage when constructive mileage applies.

Rule 80. Attending Court. Firemen or hostlers attending court or other business (other than attending investigations) on behalf of the company will be paid as follows, together with necessary expenses:

(a) Firemen in the established pool or on assigned runs will receive what they would have earned had they remained on assignment, and if used on layover days will receive a minimum day's pay.

(b) Extra men will be allowed one day's pay of 100 miles at the minimum freight rate applicable to the district to which assigned for each day held.

(c) If an extra man is held from a regular assignment, he will be entitled to what he would have earned on the assignment for such time as he is eligible to hold it. In case the extra man could not hold a regular assignment during the full period of time he is on company business, he would, therefore, be entitled to only a minimum day's pay at minimum freight rate applicable to the district to which assigned for the days on which he could not hold a regular assignment.

(d) Any fee or mileage accruing will be assigned to the railroad.

Rule 81. Automatic Release. On arrival at terminals, firemen are automatically released; and when used again a new day will commence, except as provided in Rules 3 and 22.

Rule 82. Back Ups—Inclement Weather. In inclement weather firemen will not be required to backup, except in cases of doubling, break-in-two, wrecks, washouts, broken-down engine on passenger train, snow blockades, running for coal or water, or when in work or construction service.

Rule 83. Engines Disabled Enroute. When an engine in passenger or assigned freight service becomes disabled enroute and another engine is substituted, the fireman will remain with the train to which originally assigned. In pool or chain-gang freight service, fireman will remain with the engine that became disabled while in his charge.

Rule 84. Assistance for Firemen. (a) On coal-burning engines, either passenger or freight, coal will be shoveled forward at specified points whenever necessary, or by men riding on engines for that purpose, so that it can be reached by firemen from deck of engines.

(b) Coal of proper size for firing purposes will be placed on all tenders.

Rule 85. Switchtenders—Herders. (a) Switches at Armstrong will be handled by switchtenders.

(b) Switchmen will accompany engines from roundhouse to 26th Street Yards, Denver.

(c) Switchtenders will be maintained at Buford and Wahsatch during the entire year, while the practice of helping trains to those points prevails.

(d) Herder will accompany helper engines to and from roundhouse at Ogden.

Rule 86. Supplies. (a) Firemen will not be required to clean locomotives.

(b) Firemen will not be required to set up wedges, fill grease cups, or clean headlights, at points where competent roundhouse force is employed; neither will they be required to place on or remove tools or supplies from locomotives, fill lubricators, flange-oilers, headlights, markers, or other lamps, at points where roundhouse force or engine watchman is employed.

(c) Water coolers are to be placed on engines; fresh water and ice to be convenient for firemen, otherwise same to be placed on engines.

(d) Standard No. 3, 4, 5, and 6, scoop shovels to be furnished firemen.

(e) Between April 1st and October 31st, boiler heads will be lagged, and upon request, lagging will be removed in cold weather.

Rule 87. Time Limit on Claims. (a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the company authorized to receive same, within ninety days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier

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

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

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

(d) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier.

(e) This rule recognizes the right of representatives of the organizations parties hereto to file and prosecute claims and grievances for and on behalf of the employes they represent.

Rule 88. Service Date. For the purpose of computing pay, any service takes date of commencement.

Rule 89. Fractions of Miles. In computing fractions of a mile, less than five-tenths will not be counted; five-tenths or more will be counted as one mile.

Rule 90. Pay Voucher Issued. Where there is a shortage exceeding $5.00 a voucher will be issued to cover, upon request.

Rule 91. Expenses When Off District. When firemen are used off of the district on which they hold rights, actual expenses incurred will be allowed in addition to other pay.

Rule 92. Leave of Absence. (a) Firemen, hostlers or outside hostler helpers will not be granted leave of absence for a longer period than 90 days, except in case of sickness, disability, committee work, or by permission of the General Manager. Record of leave of absence will be kept in District Foreman's office, open to inspection.

(b) Firemen, hostlers or outside hostler helpers on leave of absence, who fail without reasonable excuse to report for duty at the expiration thereof, will be considered out of service and forfeit seniority.

Rule 93. Service Letter. Firemen or hostlers who have been in the service 30 days or more and who leave the service will, upon request, be promptly furnished a service letter stating time and character of service, which they must sign.

Rule 94. Discipline Procedure. (a) **Investigations.** (1) No employe will be disciplined or dismissed without a fair hearing. Suspension in proper cases pending hearing will not be considered a violation of this principle. Hearings will be held as promptly as possible and within 5 days from the date charges are preferred and decision rendered within 10 days of completion thereof.

At a reasonable time prior to the hearing, the employe will be advised of the charge against him. An employe may be represented by an employe

of his choice and the accused and his representative shall be permitted to hear the testimony of and interrogate all witnesses.

A copy of the transcript of the investigation will be furnished to the interested Local Chairman upon his request in cases where discipline has been assessed.

An employe failing to appear at a hearing, after having been properly notified in writing, and who makes no effort to secure a postponement, will automatically terminate his services and seniority rights.

(2) Engineers will not be set back firing for the purpose of discipline.

(3) When firemen or hostlers, who are not at fault, are required by the company to attend investigations either at or away from home terminal, they will be paid for wage loss, if any, suffered by them and necessary away-from-home expenses when required to leave home terminal.

(b) Appeals. (1) Appeal from the decision must be filed with the Superintendent in writing within thirty days from date thereof. Final decision of Superintendent on appeal consideration must be made within thirty days from date of appeal. If it is found the employe has been unjustly suspended or dismissed from the service, such employe shall be reinstated with seniority rights unimpaired and compensated for wage loss, if any, resulting from such suspension or dismissal.

(2) An employe dissatisfied with decision of Superintendent may appeal to the General Manager. Appeal must be made in writing by the employe or his duly accredited representative within sixty days of the date of the decision appealed. Conference on appeal, if requested, will be granted within ten days if practicable, and not later than twenty days from receipt of written request, and decision in writing will be made within ten days of conclusion of conference. If conference is not requested, decision in writing will be made within thirty days of date appeal is received by the General Manager. Decisions not appealed to the General Manager within the time limit herein specified shall be barred and deemed to have been abandoned.

(3) Decision by the General Manager shall be final and binding unless within one year from the date of his decision such claim is disposed of on the property, or proceedings for final disposition of the claim are instituted by the employe or his duly authorized representative and General Manager is so notified. It is understood, however, that the parties may by agreement in any particular case extend the one year period herein referred to.

With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(4) Appeals for leniency consideration will not be subject to time limits of this rule.

Rule 95. Minor Incidents. Firemen will not be called for investigation of minor incidents when such information can be obtained by telephone. It is understood the rest of firemen will not be disturbed by being called to the office to explain delays or minor engine failures.

SENIORITY RIGHTS

Rule 96. (a) Rights. Rights to runs will be governed by seniority, other things being equal.

(b) **District Rights.** Firemen will be confined to districts where rights are located.

Rule 97. Transferring. (a) Firemen temporarily transferred will have the privilege of returning to their respective districts before other men are employed or promoted on such districts. If permanent transfer is desired, they must so decide within three months, and in that case will rank as new men with date carrying any portion of last 90 days' continuous service.

(b) Firemen on different seniority districts may exchange positions with the approval of the General Chairman and General Manager, and where transfer is made, the employes will each take the seniority date of the junior employe making the change.

Rule 98. Territorial Rights. When established runs are so changed as to cause firemen to run over more than one district or part thereof, runs

and vacancies thereon shall be filled in such service by firemen of such districts in proportion to the mileage of each district over which the run or runs extend; provided, that in case either district furnishes less than 75% or more than 25% of the mileage on the run, and only two firemen are assigned, each district will furnish one; one assigned, the district with the major portion will furnish the fireman.

Rule 99. Seniority Districts. Firemen will hold seniority rights on the district on which employed, as follows:

(a) **First District.** Council Bluffs to Grand Island and branches north of Columbus and Grand Island, including yard and hostling at Grand Island.

(b) **Second District.** Grand Island to North Platte and branches north of Kearney and south of Gibbon.

(c) **Third District.** North Platte to Sidney, North Platte to Sterling, and North Platte to Gering, including yard and hostling at North Platte.

AGREEMENT DIVISION OF TERRITORY BETWEEN THIRD AND FOURTH DISTRICTS

(1) Gering will be the main line district terminal for the purpose of computing compensation of enginemen, and all present effective schedule rules applicable to such terminals will be effective at Gering.

(2) Enginemen holding rights upon the Third District will man and operate all passenger service between North Platte and Gering.

(3) Enginemen holding rights upon the Fourth District will man and operate all passenger service between Gering and Cheyenne via Yoder.

(4) Enginemen holding rights upon the Third District will man and operate all freight service between North Platte and Gering, including Gering.

(5) Enginemen holding rights upon the Fourth District will man and operate through, local, and unassigned freight service between Cheyenne and Gering.

(6) Enginemen holding rights upon the Third District will man and operate all through, local, assigned and unassigned freight service from Gering to South Torrington, including Yoder, except as provided for in paragraphs (5) and (7).

(7) Enginemen holding rights upon the Fourth District may man and operate unassigned freight service between Egbert and South Torrington, or to any intermediate point.

(8) Enginemen holding rights on the Fourth District will man and operate all freight service between Egbert and Yoder, except as noted in paragraph (9).

(9) Enginemen holding rights on Third District will man and operate beet and switching service between Yoder and LaGrange until sugar factory is erected in LaGrange's territory.

(d) **Fourth District.** Sidney to Cheyenne, including yards and hostling at Cheyenne and Sidney.

(e) **Fifth District.** Cheyenne to Rawlins and branches between these points, including yard and hostling at Laramie, and percentage on Denver-Laramie passenger and freight runs. This percentage gives Fifth District runs 2, 5, 8, 11, 14 and so on, passenger runs to be counted first.

Engineers and/or firemen on the Coalmont Branch who acquired seniority date prior to December 1, 1951 have prior rights to all positions of engineer and/or fireman on the Coalmont Branch. Engineers and/or firemen who acquired seniority date on the Fifth Seniority District prior to December 1, 1951 have prior rights to all positions of engineer and/or fireman on the territory comprising the Fifth Seniority District prior to December 1, 1951.

(f) **Sixth District.** Rawlins to Green River and branches between these points, including yards and hostling at Rawlins and Green River.

(g) **Seventh District.** Green River to Ogden and branches between these points.

(h) **Eighth District.** (Includes former Sixteenth District). Kansas City to Junction City, Lawrence to Leavenworth, Topeka to Marysville, and Junction City to Concordia, including yards and hostling at Kansas City and Topeka.

(i) **Ninth District.** Junction City to Ellis, Salina to McPherson, Solomon to Beloit, and Salina to Plainville, including yards and hostling at Junction City and Ellis.

(j) **Tenth District.** (Ellis District) Ellis to Sharon Springs, and Oakley to Plainville, including yard and hostling at Sharon Springs.

(k) **Eleventh District.** (Hugo District) Sharon Springs to Hugo including yard and hostling at Hugo.

(l) **Fourteenth District.** (Includes former Twelfth and Thirteenth Districts) Denver to Sterling, Denver to Hugo, Denver to Cheyenne, and Boulder, Fort Collins, Greeley, Pleasant Valley Branches, including yards and hostling at Denver and Sterling and percentage on Denver-Laramie passenger and freight runs. This percentage gives the Fourteenth District runs 1, 3, 4, 6, 7, 9, etc., passenger runs to be counted first.

(m) **Fifteenth District** (O. & R. V.) Valley to Manhattan, Valparaiso to Central City, and branch trains between Valley and Council Bluffs, including yard and hostling at Beatrice.

Manhattan and Valley will be district terminals for O. & R. V. crews, except on branch trains destined Council Bluffs or on branch trains from Council Bluffs destined to points south of Valley, including Beatrice.

(n) **Seventeenth District.** St. Joseph to Marysville, including yard and hostling at Marysville.

(o) **Eighteenth District.** Marysville to Grand Island, including yard and hostling at Hastings.

(p) **Seventeenth and Eighteenth Districts.**

The following agreement affects firemen of the seventeenth and eighteenth seniority districts in accordance with its terms:

"St. Joseph and Grand Island Seniority Districts, heretofore known as 'First District' with territory between St. Joseph and Hanover, and 'Second District' with territory between Hanover and Grand Island, will, on and after August 4, 1918, be divided as between these districts at Marysville.

In manning the 'Second District' the mileage taken from the 'First District' under the above provisions, will be considered.

Firemen employed on the St. J. & G. I. with rights separated at Hanover, will hold rights on their respective districts, with Marysville the dividing point instead of Hanover.

On and after August 4, 1918, all firemen on the St. J. & G. I. will hold seniority rights on that territory as one seniority district. Any fireman now holding 'District Rights' may, upon written request on the Master Mechanic, be placed upon the list of firemen holding 'St. J. & G. I. System Rights,' and will carry with him his present seniority date by forfeiting his present 'District Rights.' This arrangement is not retroactive, and firemen now holding 'District Rights,' desiring to avail themselves of its provisions do so of their own choice.

All firemen holding 'St. J. & G. I. System Rights' will be junior to firemen retaining their present 'District Rights' upon that particular district upon which they hold rights, and to all extensions, additions and detours, upon such particular district."

Rule 100. Rights on Acquired or Leased Roads. (a) Firemen found employed on roads acquired or leased and operated by this company as separate districts shall retain their rights and seniority as heretofore on the road absorbed.

(b) Firemen found employed on roads acquired or leased by this company and operated as a part of any district shall take seniority rights on the entire district to which added, in accordance with seniority date in service as a fireman on the absorbed road.

Rule 101. Seniority Rosters. (a) Seniority rosters showing name and seniority date will be maintained for each seniority district.

Seniority rosters will be brought up to date and posted annually at a place accessible to all employes affected, and copy furnished Local and General Chairmen. Local Chairman will be advised each ninety days of names of employes added to or removed from rosters between posting periods and, in case of employes removed, will be advised cause.

(b) Seniority rosters will, prior to posting, be officially approved by the General Chairman and the General Manager.

Rule 102. Applications. The application of a fireman or hostler entering service will be approved or rejected within 90 days. When applicant is not notified to the contrary within 90 days, it will be understood his application is approved unless it should later develop that he gave false information on his application for employment, in which event he will not be dismissed without regular investigation, if he so requests.

Rule 103. Official Positions. A fireman or hostler accepting official position representing the company or its engine service employes will retain his seniority rights. This provision applies to employes who have hertofore been promoted to official positions.

Rule 104. Leaving Service. Firemen or hostlers leaving the service of their own accord will forfeit all seniority rights and if they re-enter service will be considered new employes. Firemen discharged and re-entering the service after one year will rank as new employes. The one-year limit will not apply to a case pending in the hands of the regularly constituted committee.

EXERCISE OF SENIORITY

Rule 105. Bulletins. (a) Runs will be promptly bulletined for period of 4 days (96 hours), computed from 12:00 o'clock noon on date bulletin is posted at home terminal, as soon as created or become vacant and at the end of the bulletin period the senior fireman signing the bulletin will be assigned. Bulletins will be posted at designated tie-up points on the seniority district.

(b) When a run has been bulletined for four days and no applications are made therefor, the junior extra fireman of the district will be assigned, and in case there is more than one forced job, the senior man involved will have his choice. At outlying points temporary vacancies will be filled for seven days by the extra fireman standing first out on the extra list, and at the expiration of that period he will be relieved by the extra fireman standing first out on the extra list at that time who will likewise fill the vacancy for seven days. This arrangement of handling will

continue until the regular fireman returns to work or until the vacancy is filled by the fireman drawing same by bulletin.

The first fireman will be paid for deadheading to fill the vacancy and the last fireman for deadheading from the vacancy except when such deadheading is necessary account application of mileage regulation rules.

It is understood the Company will not be penalized in any way in the application of Section (b) of this rule.

This Section (b) will not affect the application of Section (f) of Rule 53.

(c) Firemen desiring change to vacancy caused by a bulletin will so indicate in space provided on bulletin and will be given opportunity for change in accordance with his seniority.

(d) Firemen absent on account of sickness, suspension, or leave of absence, or who are employed where bulletins are not posted, will have the right to displace junior firemen from runs if such have been bid in during their absence or when they are located at points where bulletins are not posted, provided written application is made within 4 days after return or after having access to bulletin.

Rule 106. Vacancies. (a) Vacancies occurring as a result of firemen resigning, retiring, being dismissed from the service, or being off of the run to which assigned for a longer period than 15 days, will be bulletined.

(b) **Extra Firemen.** At points where extra lists are maintained, extra firemen will run first-in, first-out in filling vacancies, except as provided in Rules 12 and 13.

(c) **Extra Firemen Laying Off or Missing a Call at Home Terminal.** An extra fireman who lays off or misses a call will not be permitted to report for service until after the fireman who accepted the call returns to the home terminal, at which time the fireman who laid off or missed the call will be placed on the extra board following the fireman who accepted the call, and following any other extra fireman who tied up at the same time.

An extra fireman who lays off or misses a call for an outlying vacancy will, upon reporting for

service, be required to relieve the fireman who accepted the call if he is still occupying the outlying vacancy.

The company is not estopped from administering such discipline as it deems proper to a fireman for missing a call. This Section (c) will not operate to the detriment of the service and the company will not be penalized in any way in the application thereof.

The provisions of this section will apply only when there are other extra firemen available, and will not affect the application of Rule 114.

Rule 107. New Service. Following constitutes new service and will be bulletined: (1) Passenger service added by time-table, supplement to time-table, or bulletin. (2) Freight crews added to pool service for two consecutive round trips. (3) Local freight service established by time-table or bulletin. (4) Additional helper service established for four consecutive trips or shifts. (5) Work, wreck, or additional yard engines for four days. (6) Increase in the extra list. When additional passenger trains are placed in service, and added to the existing pool, all runs in the pool will be bulletined.

Rule 108. New Time Card. When a new time card takes effect, firemen will be accorded preference for main line passenger service, branch line passenger service emanating at or running into the home terminal of the district concerned, and chain-gang freight service where seniority rights extend over two or more districts. When a supplement to a new time-table is issued, it will be regarded as a new time-table on the district affected, except where supplements are issued affecting tenant line trains exclusively. Firemen must exercise their choice of runs within 4 days.

Rule 109. Refusing Run Vacant. Firemen refusing a run vacant or open to their choice forfeit thereby no seniority rights, but cannot thereafter claim the run refused, except it again becomes vacant or is changed materially as to mileage allowances or conditions, or in case they are thereafter deprived of run which they held.

Rule 110. Run Discontinued. A fireman losing his run by reason of it being discontinued or being taken by a senior fireman shall be entitled to take any run on his seniority district held by a junior fireman, provided that if there is more than one junior fireman on the run he chooses and no distinct preference of runs or layover days, he shall displace the junior fireman, and shall make application for run of his choice within 4 days.

Rule 111. Changing Assignments. (a) Firemen in all classes of service will be permitted to exercise their choice of assignments in accordance with their seniority on the first day of April and October of each year. This not to interfere with the application of Rules 53(c) and 63(a).

Firemen in assigned helper service out of Cheyenne may exercise their choice of turns in helper service in same manner.

List of changes will be prepared and posted for 4 days before any change is made.

(b) A fireman who fails to exercise his seniority within 4 days as provided in Rule 110, or who is unreasonably dilatory in exercising his choice of runs under the provisions of Section (a) of this rule, will be placed by the regularly constituted committee.

Rule 112. Fireman Losing Run. When a fireman through no fault of his own loses a run to which he is entitled, he will be allowed to resume same at first opportunity.

Rule 113. Selecting Assignments. Firemen will be permitted to select assignments in accordance with seniority, except as provided in Section (d), Rule 53.

Rule 114. Laying Off-Deadheading. When a fireman resumes service after laying off, he will be permitted to deadhead to the point where his assignment ties up and take his assignment at the end of the shift or trip, provided 60 hours have elapsed since his assignment was last brought on duty at home terminal. The company will not be penalized in the application of this rule.

SENIORITY DATE-PROMOTION

Rule 115. Firemen-Seniority Date-Promotion. (a) Firemen shall rank on the firemen's roster from the date of their first service as fireman when called for such service, after having qualified except as provided in Rule 124, and when qualified shall be promoted to position of engineer in accordance with the following rules.

(b) Firemen shall be examined for promotion according to seniority on the firemen's roster, and those passing the required examinations shall be given certificates of qualification and when promoted shall hold their same relative standing in the service to which assigned, except as provided in Section (d) of Rule 121.

Rule 116. Examinations for Promotion. This rule shall apply in the handling of examinations for promotion and supersede any existing rules or practices in conflict therewith.

(a) (1) Fireman up for promotion will take written and oral mechanical and air brake examinations. Two days prior to written examination, fireman will be given one day's instruction at home terminal by Company instructor, followed the next day by a review of the previous day's instruction, including questions directed to the instructor by employe to clarify equipment construction and description that may not be understood by the employe.

In oral examination, following written examination, questions will be confined to instructions given preceding the written examination.

(2) In written examinations, questions pertaining to equipment which is not operated in the territory on which the fireman holds rights, at the time fireman is given thirty days notice of examination, will be deleted and the fireman will not be required to answer such questions.

(3) Railroad will continue in operation the Instruction Car, in charge of qualified instructor, and in cooperation with the General and Local Chairmen will endeavor to increase the attendance and instruction therein, and will cooperate in every consistent manner in the schooling and

instruction of firemen who will avail themselves of the opportunity for instruction in their preparation for examinations above mentioned.

(4) Demoted engineers absent from the service one year or more, or for any other reason requiring additional air brake instructions, will be accorded instructions by a company instructor and be subject to oral questioning.

(5) In the event more than two calendar days are consumed, without fault on the part of the employe, in taking the written and oral examinations, mechanical and air brake, the employe without fault will be allowed payment, at the rate applicable to the last service performed, for time in excess of two days, with a maximum of two days' pay.

(b) **Mechanical and Air Brake Examinations.** (1) First progressive mechanical examination question and answer book will be given firemen when they enter the service; the following progressive mechanical and air brake examination question and answer books will be furnished upon qualifying on preceding examination.

(2) First progressive mechanical examination will be given after three years seniority; second progressive mechanical examination will be given after six years seniority; and air brake examination will be given after six years and six months seniority, or as soon thereafter as air brake examiner is available, unless engineers are needed at an earlier date, or firemen notify Superintendent in writing that they are ready for air brake examination prior to the expiration of six months from date of passing second progressive mechanical examination. If engineers are needed at an earlier date, a fifteen day study period will be allowed between the mechanical and air brake examinations.

The first progressive mechanical examination will be written; second progressive mechanical and air brake examinations will be written and oral. Examiner may also ask practical questions pertaining to duties of an engineer which are not contained in question books.

(3) **First Progressive Mechanical Examination.** In order to pass examination successfully, firemen must answer correctly 80 per cent of the ques-

tions. If 50 per cent or over and less than 80 per cent of the questions are correctly answered, such firemen will be re-examined at expiration of six months, or as soon thereafter as examiner is available. Firemen failing to get 50 per cent, or failing to take or pass examination on second trial, will be dropped from seniority roster.

(4) **Second Progressive Mechanical and Air Brake Examinations.** In order to pass examination successfully, firemen must answer correctly 80 per cent of the questions. Failing to take examination when notified or failing to pass examination on first trial, he will be re-examined at expiration of six months, or as soon thereafter as examiner is available. Failing to take or pass examination on second trial, he will be given third trial at expiration of sixty days, or as soon thereafter as examiner is available. Examination on third trial will be given in full. Failing to take or failing to pass examination on third trial, he will be dropped from seniority roster.

(5) In case of failing to pass examination on first trial, oral examination will not be given. List of questions incorrectly answered will be furnished promptly to the employe and written re-examination on second trial will be limited to such questions. If 80 per cent of the questions are correctly answered on second trial, oral examination will be given in full.

(c) **Physical Examinations.** Firemen in line for promotion failing to pass physical examination, if curable, will be re-examined within 6 months. Firemen who fail to pass second examination will be given consideration for positions they are capable of filling with preference for positions of yard fireman or hostler.

(d) **Transportation Department Rules.** Transportation Department rules examination will be given at the expiration of sixty days from date of passing air brake rules examination or as soon thereafter as examiner is available. If engineers are needed at an earlier date, a fifteen day study period will be allowed between air brake and Transportation Department rules examination.

A fireman failing to take or pass promotion examination on rules, which will be given in full, will, upon written request, be allowed to present

himself for re-examination at the head of any following class. Second examination will be limited to the portion of original examination in which he failed. Failure to make written request for, declining to take, or failing to pass second examination within six months from date of first failure will be regarded as a second failure. Failing to take or failing to pass on second trial, he will be given a third trial within sixty days. Examination on third trial to be given in full. Failing to make written request for, declining to take, or failing to pass on third trial, he will be dropped from the seniority roster. The above provisions will also apply to firemen holding yard rights only who are eligible for promotion.

(e) **General.** (1) Fireman will be given not less than thirty days' advance notice of date and place examinations are to be held and if examiner does not begin conducting examinations at the place specified within fifteen days, another advance notice of fifteen days will be given. Examinations will be conducted by qualified men designated by the Company and will be given on the seniority district, preferably at home terminal.

(2) Firemen failing to take any one of these examinations, unless by reason of the requirements of the company's service, by sickness or other proper leave of absence, will be considered as having failed to pass such examination.

(3) Firemen who pass promotion examinations will be given certificate of qualification, and when engineers are needed will be promoted as provided in Rules 115 to 122, both inclusive.

(4) Nothing in these rules shall be construed to prohibit the hiring of engineers and experienced firemen.

(5) The total number of firemen on a seniority district who begin examination on same date constitutes a "class" as referred to in this rule.

(6) Examinations specified in Section (b)(2) will be given within six months after the employe becomes eligible for such examinations or as soon thereafter as examiner is available.

(7) Firemen restricted to the extra board prior to October 1, 1953 because of failure to pass promotional examinations will run first-in, first-out in the filling of all vacancies.

Rule 117. Senior Man Not Available. If for any reason the senior eligible fireman or engineer to be hired is not available and junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the junior fireman so used establishes, shall go to the credit of the senior eligible fireman or engineer to be hired, provided the engineer to be hired is available and qualified within thirty days. As soon as the senior fireman or engineer to be hired is available, as provided herein, he shall displace the junior fireman who shall drop back into whatever place he would have held had the senior fireman to be promoted or engineer to be hired been available and the junior fireman not used.

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

Rule 118. Seniority Date Established. As soon as a fireman is promoted, he will be notified in writing by the proper officer of the company of the date of his promotion which shall be subject to change in accordance with the provisions of Rule 121. When the date of promotion of a fireman or the date of a hired engineer or fireman has been established in accordance with regulations, such date shall be posted and if not challenged in writing within 60 days after such posting, no protest against such date shall afterwards be heard.

Rule 119. Rights to Promotion. No fireman shall be deprived of his rights to examination nor to promotion in accordance with his relative standing on the firemen's roster because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided that upon his return he shall be immediately called and required to take examination and accept proper assignment.

Rule 120. Posting Seniority Rank. The posting of notice of seniority rank, as per Rule 118, shall be done within ten days following date of promotion, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

Rule 121. Demoted Enginers. (a) Firemen having successfully passed qualifying examinations shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer, as provided herein, shall date from the date fireman passes Transportation Department Rules examination for promotion, except as otherwise provided in Section (d) of this rule.

(b) No demoted engineer will be permitted to hold a run as a fireman on the seniority district while a junior engineer is working on the engineers' extra list or holding a regular assignment on such seniority district.

(c) No engineer who has not complied with the requirements of Section (d) of this rule will be permitted to hold a run as fireman on the seniority district while a junior fireman is working as engineer on the engineers' extra list or holding regular assignment as engineer on such seniority district. Engineers accorded permanent standing on the engineers' seniority roster are subject to the provisions of Section (b) of this rule.

(d) Firemen who pass Transportation Department Rules examination for promotion to engineer prior to the time junior men are added to the engineers' working list will be accorded same relative seniority standing on the engineers' roster as held on firemen's roster, provided they are qualified and available as engineers before a junior engineer has worked on the engineers' extra board or held regular assignment as engineer 30 calendar days in the aggregate. (The 30 day period applies in the case of each junior engineer.)

NOTE: On roads where promotion is to road service only, promotion and establishment of seniority date as road engineer will obtain.

On a seniority district where firemen are required to fire less than 3 years before being assigned to the engineers' working list, all engineers will be hired.

If required to fire 3 and less than 4 years, 1 promoted and 1 hired.

If required to fire 4 and less than 5 years, 2 promoted to 1 hired.

If required to fire 5 and less than 6 years, 3 promoted to 1 hired.

If required to fire 6 and less than 7 years, 4 promoted to 1 hired.

If required to fire 7 and less than 8 years. 5 promoted to 1 hired.

On seniority districts where firemen are required to fire 8 years or more, all engineers will be promoted.

Rule 122. Engineer to be Hired Not Available. If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within 30 days from date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotions.

Rule 123. Hired Engineer's Rank. In case an engineer is hired and used in actual service, when, under requirements of Rule 121 a fireman (or firemen) should have been promoted, the date of the seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualified within 30 days, who shall rank immediately ahead of the hired engineer on the engineers' seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

Rule 124. Hired Engineer's Date. The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in Rules 117, 122 and 123. It is further provided that engineers hired or permanently transferred from one seniority district to another shall be given a date as engineer.

MILEAGE REGULATIONS

Rule 125. (a) When from any cause it becomes necessary to reduce the number of engineers on the engineers' working list on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

(b) That no reductions will be made so long as those in assigned or extra passenger service are earning the equivalent of 4000 miles per month; in assigned, pooled or chain gang freight, or other service paying freight rates, are averaging the equivalent of 3200 miles per month; engineers in extra freight or extra yard service are averaging the equivalent of 3000 miles per month, and firemen are averaging the equivalent of 2600 miles per month.

That when reductions are made they shall be in reverse order of seniority.

(c) When hired engineers or firemen are laid off on account of reduction in service, they will retain all seniority rights, provided, they return to actual service within 30 days from the date their services are required.

Suspended men will be required to keep the Superintendent informed as to whereabouts at all times, and they shall be ordered to report in the order of their seniority. Suspended men returning to service will be furnished necessary transportation over this company's lines to point of employment.

(d) Engineers or firemen taken off under this rule shall be returned to service as engineers or firemen in the order of their seniority, as engineers or firemen, and as soon as it can be shown that engineers or firemen in assigned or extra passenger service can earn the equivalent of 4800 miles per month; in assigned, pooled, chain gang or other regular service paying freight rates, the equivalent of 3800 miles per month, and in extra freight or extra yard service are averaging the equivalent of 3600 miles per month.

(e) In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within limitations of 4000 and 4800 miles for passenger service; 3200 and 3800 miles for other regular service; 3000 and 3600 miles for engineers in extra freight or extra yard service, and 2600 and 3600 miles for firemen in extra freight or extra yard service, as provided herein. If in any service, additional assignments would reduce earnings below these limits, regulations will be effected by requiring the regularly assigned man or men to lay off

when equivalent of 4800 miles in passenger, 3800 miles in other regular service, or 3600 miles in extra freight or extra yard service has been reached.

(f) If any engineer or fireman in assigned service exceeds his maximum miles or days in any 30 day working period the excess will be charged to his mileage or days in his following working period. This shall not apply to engineers or firemen who are required to exceed their maximum mileage due to a shortage of men.

(g) Engineers or firemen used in combination freight and passenger service will be permitted to make the equivalent of 3800 miles in freight service. This shall not be construed to modify the preceding paragraph regulating mileage of men in extra service. Passenger miles will be equated to freight miles on basis of 1¼ miles passenger equaling one mile freight. Firemen used as such in both freight and passenger service during any month will be required to register their accumulated mileage in freight and passenger service and, failing to do so, will not be entitled to their turn out. When equivalent of 3800 miles in freight service has been reached, such firemen will be withheld from service as fireman at request of Local Chairman. Firemen who exceed equivalent of 3800 miles as prescribed herein will have excess mileage charged against them in following month, except when required to exceed 3800 miles due to shortage of firemen.

(h) In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 35 days per month.

(i) In regulating working lists in the respective classes of service, each list will be handled separately.

(j) In the regulation of mileage neither the maximum nor the minimum is guaranteed.

Rule 126. Statement of Mileage. A statement of mileage made by chain-gang freight and extra men, separately, will be furnished the regularly constituted committee on completion of time rolls for each semi-monthly pay day.

Rule 127. Registering and Checking Mileage. (a) Firemen in all classes of service paying freight rates will register their accumulated mileage on arrival at home point in book provided for that purpose. Failing to so register their mileage they will not be entitled to their turn out. This rule shall not operate to penalize the company.

(b) In regulating the working lists of engineers and firemen in classes of service paying freight rates, adjustments may be made at any time upon the basis of the average mileage for the preceding 7 days, using accumulated mileage as registered by engineers and firemen in book provided for that purpose as a basis of calculations.

Rule 128. Forfeiting Mileage. Firemen used off their assignments as engineers will forfeit as nearly as possible the same mileage on their assignment as was made as engineer.

REPRESENTATION

Rule 129. (a) The General Committee of the Brotherhood of Locomotive Firemen and Enginemen will represent all locomotive firemen, helpers, hostlers, and outside hostler helpers in the making of contracts, rules, rates and working conditions, and interpretations thereof.

(b) The right of any engineer, fireman or hostler to have the regularly constituted committee of his organization represent him in the handling of his grievances, under the recognized interpretation placed upon the schedule involved by the officers of the company and the general committee making the same, is conceded.

Rule 130. Enacting and Terminating Provision. This agreement shall be effective as of May 1, 1954 and shall continue in effect until it is changed as provided herein or under the provisions of the Railway Labor Act.

Should either of the parties to this agreement desire to revise these rules, 30 days' written advance notice, containing the proposed changes shall be given, and conference shall be held immediately upon the expiration of said notice unless another date is mutually agreed upon.

It is understood and agreed that this agreement is superseded by and subordinate to any municipal, state or federal legislation.

FOR UNION PACIFIC RAILROAD CO.:

J. T. SINGENT
Assistant to Vice President

E. HICKS
General Manager,
Eastern District.

FOR THE EMPLOYES:

R. B. DAILEY
General Chairman,
Brotherhood of Locomotive Firemen
and Enginemen

J. L. SHATTUCK
Senior Vice Chairman,
Brotherhood of Locomotive Firemen
and Enginemen

S. E. HOLMSTRAND
Secretary-Treasurer,
Brotherhood of Locomotive Firemen
and Enginemen.

Inside Hostlers Classified
as Main Line Hostlers

UNION PACIFIC RAILROAD COMPANY

Omaha, Nebraska
April 30, 1945

Mr. A. B. Johnson,
General Chairman, B. of L. F. & E.,
3325 Woolworth Avenue,
Omaha, Nebraska.

Dear Sir:

In order to utilize the services of hostlers on both inside and outside work without restriction during present emergency, I am agreeable effective May 1, 1945, to assigning all hostler positions as main line hostlers, with the understanding this arrangement will automatically terminate after service of ten days written notice.

It is further understood that this arrangement will not operate to change present classification of hostler helpers, or require substitution of main line helpers for inside helpers or hostler attendants.

Very truly yours,

H. H. LARSON

ACCEPTED

A. B. JOHNSON
General Chairman, B. of L. F. & E.

Blue Print Board
Rawlins-Green River

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
and
BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN

MODIFICATION OF RULES 68 AND 69 — RAWLINS, WYOMING

It is agreed that the provisions of Rules 68 and 69 of current agreement effective April 1, 1943, are hereby modified with respect to application at Rawlins, Wyoming to the extent herein provided:

Firemen in pool freight service out of Rawlins, who are run around by other firemen in pool freight service enroute between home and far terminals, or far and home terminals, will, upon arrival at home terminal be given same relative position on the list as held prior to leaving home terminal on last trip, subject to following exceptions:

Pool freight firemen making turn-around trip out of either terminal will take position on list as per arrival at terminal upon completion of turn-around trip, except that pool freight firemen making turn-around trip Rawlins to Bitter Creek, or east of Bitter Creek, or who are allowed minimum day's pay for service performed at Rawlins, will stand first out at Rawlins twelve hours after released from duty, but may be called in turn after eight hours rest to avoid being run around.

Extra firemen making turn-around trip Rawlins to Bitter Creek, or east of Bitter Creek, or who perform service at Rawlins only, will stand first out eight hours after released from duty, subject to legal rest period.

It is understood that the company will not be penalized in any way in the application of this agreement.

This agreement is effective June 6, 1945 (at 12 Noon) and supersedes agreement dated January 2, 1943 (Modification of Rules 80 and 81—Seventh Sub-Division), and will automatically terminate ten days after service of notice by either party upon the other of desire to terminate it, at which time the schedule rules affected by this agreement will again be in full force and effect.

FOR UNION PACIFIC RAILROAD CO.:

J. E. MULICK
Superintendent, Wyoming Division

APPROVED:

H. H. LARSON
Acting General Manager, E. D.

FOR THE EMPLOYES:

A. FLOYD
Local Chairman, B. of L. F. & E.

APPROVED:

A. B. JOHNSON
General Chairman, B. of L. F. & E.

Rawlins, Wyoming,
June 5, 1945.

Blue Print Board
Grand Island-North Platte

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

MODIFICATION OF RULES 60 AND 61, CURRENT B. OF L. E. SCHEDULE AND RULES 68 AND 69, CURRENT B. OF L. F. & E. SCHEDULE SECOND SUBDIVISION

It is agreed that the provisions of Rules 60 and 61, current engineers' agreement, and Rules 68 and 69, current firemen's agreement, are hereby modified with respect to application on the Second Subdivision to the extent herein provided:

Pool freight crews who are run around by other pool freight crews enroute between home terminal and far terminal, or far terminal and home terminal, will, upon arrival at home terminal be given same relative position on the list as held prior to leaving home terminal on last trip, subject to the following exceptions:

Pool freight crews making the equivalent of a minimum day more than the actual district mileage of a round trip, home terminal to far terminal and return, will take position on list as per arrival at home terminal.

Pool freight crews making turnaround trip out of home terminal, on which the mileage is equivalent to 175 miles or less, will stand first out after twelve hours from the time released from duty.

Pool freight crews making turnaround trip out of home terminal, on which the mileage is equivalent to more than 175 miles, will take position on list as per arrival at home terminal.

In the application of this agreement, no pool freight crew will be required to go on duty at the home terminal until the expiration of twelve hours from time released from duty, or from time of arrival when deadheaded into home terminal, provided, there are other regular pool freight crews available who have had twelve hours or more rest.

It is understood that the company will not be penalized in any way in the application of this agreement.

This agreement is effective July 15, 1943, and will automatically terminate thirty days after service of written notice by either party upon the other of desire to terminate it, at which time the schedule rules affected by this agreement will again be in full force and effect.

FOR UNION PACIFIC RAILROAD CO.:

F. C. PAULSEN
General Manager, Eastern Dist.

FOR THE EMPLOYES:

J. W. VOSEIPKA
General Chairman, B. of L. E.

A. B. JOHNSON
General Chairman, B. of L. F. & E.

Omaha, Nebraska.
July 10, 1943.

Blue Print Board
North Platte-Sidney

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

MODIFICATION OF RULES 60 AND 61, CURRENT B. OF L. E. SCHEDULE AND RULES 68 AND 69, CURRENT B. OF L. F. & E. SCHEDULE THIRD SUBDIVISION

It is agreed that the provisions of Rules 60 and 61, current engineers' agreement, and Rules 68 and 69, current firemen's agreement, are hereby modified with respect to application on the Third Subdivision to the extent herein provided:

Pool freight crews who are run around by other pool freight crews enroute between home terminal and far terminal, or far terminal and home terminal, will, upon arrival at home terminal be given same relative position on the list as held prior to leaving home terminal on last trip, subject to the following exceptions:

Pool freight crews making the equivalent of a minimum day more than the actual district mileage of a round trip, home terminal to far terminal and return, will take position on list as per arrival at home terminal.

Pool freight crews making turnaround trip out of home terminal, on which the mileage is equivalent to 175 miles or less, will stand first out after twelve hours from the time released from duty.

Pool freight crews making turnaround trip out of home terminal, on which the mileage is equivalent to more than 175 miles, will take position on list as per arrival at home terminal.

In the application of this agreement, no pool freight crew will be required to go on duty at the home terminal until the expiration of twelve hours from time released from duty, or from time of arrival when deadheaded into home terminal, provided, there are other regular pool freight crews available who have had twelve hours or more rest.

It is understood that the company will not be penalized in any way in the application of this agreement.

This agreement is effective July 15, 1943, and will automatically terminate thirty days after service of written notice by either party upon the other of desire to terminate it, at which time the schedule rules affected by this agreement will again be in full force and effect.

FOR UNION PACIFIC RAILROAD CO.:

F. C. PAULSEN
General Manager, Eastern Dist.

FOR THE EMPLOYES:

J. W. VOSEIPKA
General Chairman, B. of L. E.

A. B. JOHNSON
General Chairman, B. of L. F. & E.

Omaha, Nebraska,
July 10, 1943.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

FILLING FORCED POSITIONS ON SECOND AND THIRD SENIORITY DISTRICTS, NEBRASKA DIVISION

It is agreed Rules 108, Section (b) and 112 of the current B. of L. F. & E. schedule are modified to the extent herein provided in their application on the Second and Third Seniority Districts, Nebraska Division:

1. When vacancies or new positions in outlying assignments have been bulletined for four days and no applications are made therefor by firemen, such positions will be considered forced positions and will be filled by rotation in seniority order beginning with the junior fireman assigned to the freight extra board and ending with the senior fireman of the freight extra board. If there is more than one forced position, the senior man involved will have his choice.

2. Firemen will rotate in filling forced positions in seniority order, and will be held so as to be available on change out dates the fifth and twentieth of each month, or the first time run is due out of its home terminal after these dates. The fireman standing for a rotation position on next period will not be called for vacancy at outlying points prior to that time. Fireman position on the extra board at 12:01 AM the first and the sixteenth of each month will determine who stands for the forced position.

3. On a newly created forced position, the next fireman in line to rotate will be placed on the assignment.

4. When a fireman is on a forced position, any length of time served will be considered a rotation period.

5. When a fireman who stands to rotate on a forced position is granted leave of absence or layoff, his turn on the forced position will be filled by the extra fireman standing first out at calling time. The provisions of this section will also apply when fireman is permitted to lay off while filling forced positions subject to Section 2 of this agreement.

6. It is understood a fireman who is to be relieved from a forced position on change out date will not be held to protect the forced position unless otherwise instructed.

7. No compensation will be allowed for deadheading resulting from application of this agreement, except to the first man deadheading to fill a newly created assignment, to the last man deadheading from a discontinued assignment and to extra fireman when used in accordance with Section 5 of this agreement.

8. Senior fireman making written application for a forced position not later than four days prior to change out date will be placed on the assignment on change out date and the position will no longer be considered a forced position.

9. Positions will also cease to be forced positions when a fireman elects to take the position in the exercising of his seniority due to losing his run by reason of it being discontinued or being taken by a senior fireman.

This agreement supersedes agreement covering the filling of forced positions on the Third Seniority District, Nebraska Division, dated April 14, 1949 and modification dated April 30, 1951.

This agreement shall become effective April 1, 1954 and will automatically terminate ten days after service of notice by either party upon the other of desire to terminate it.

FOR UNION PACIFIC RAILROAD CO.:

J. T. SINGENT
Assistant to Vice President

FOR THE EMPLOYES:

R. B. DAILEY
General Chairman, B. of L. F. & E.

Omaha, Nebraska,
March 30, 1954.

AGREEMENT

between the

UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT

and the

BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

FILLING FORCED POSITIONS ON FIRST SENIORITY DISTRICT, NEBRASKA DIVISION

It is agreed Rule 103 of the current B. of L. E. schedule, Rule 112 of the current B. of L. F. & E. schedule, Sections (b) and (d) of Rule 117 of agreement with the B. of L. E. dated November 5, 1945, and Sections (b) and (d) of Rule 122 of agreement with the B. of L. F. & E. dated November 5, 1945, are modified to the extent herein provided in their application on the First Seniority District, Nebraska Division:

1. When vacancies or new positions in assigned freight or yard service at outlying points, including Grand Island, have been bulletined for four days and no applications are made therefor by engineers, including demoted engineers and promoted firemen, such positions will be considered forced positions and will be filled by rotation upon expiration of bulletin, and at each changing out period in seniority order, by engineers from the Council Bluffs freight extra board and demoted engineers and promoted firemen, beginning with the senior engineer assigned to the Council Bluffs freight extra board and ending with the junior promoted fireman not holding a regular assignment as engineer. If there is more than one forced position the senior man involved will have his choice.

2. Engineers will rotate in filling forced positions in seniority order and will be held so as to be available on change out dates, the 1st and 16th of each month, or the first time run is due out of its home terminal after these dates.

3. On a newly created forced position, the next engineer in line to rotate will be placed on the assignment.

4. When an engineer is on a forced position less than eight days before the change out date, such period will not be considered as a rotation period.

5. An engineer who is qualifying as a helper in streamliner service in accordance with agreement dated October 1, 1936, at the time he is due to rotate on a forced position in accordance with his seniority, will not be required to rotate on the forced position until after completion of qualifying trips as helper in streamliner service.

An engineer who is working as hostler in accordance with provisions of Section (c) of Rule 66 B. of L. F. & E. schedule, at the time he is due to rotate on a forced position in accordance with his seniority, will not be required to rotate on a forced position as long as he remains on position of hostler.

6. Vacancies in position of fireman created at Council Bluffs as a result of rotating men in accordance with this agreement, will be filled from the extra board first-in first-out. Vacancies at Valley and Columbus created as a result of rotating men in accordance with this agreement will be filled from Council Bluffs extra board, and such men will hold the position for the entire rotation period.

7. When an engineer, who is filling or stands to rotate on a forced position, is granted leave of absence or layoff, his turn on the forced position will be filled by an extra engineer standing first out at calling time, except that an extra engineer who has filled his rotation period will not be required to fill more than one vacancy in any ninety days if men are available.

Vacancies created at Grand Island as a result of rotating men in accordance with this agreement, and newly created positions, will be filled from the extra board at Grand Island first-in first-out. When additions are necessary on the Grand Island extra board, such positions will be filled for the bulletin period from the Council Bluffs extra board by the engineer or fireman first out at calling time.

8. It is understood an engineer who is to be relieved from a forced pisition on change out date will not be held to protect the forced position unless otherwise instructed.

9. No compensation will be allowed for deadheading resulting from application of this agreement, except to the first man deadheading to fill a newly created assignment, to the last man deadheading from a discontinued assignment, and to extra engineers or firemen when used in accordance with Section 7 of this agreement.

10. Senior engineer making written application for a forced position not later than four days prior to change out date, will be placed on the assignment on change out date and the position will no longer be considered a forced position.

Positions will also cease to be forced positions when an engineer, demoted engineer, or promoted fireman elects to take the position in the exercise of seniority due to losing run held as engineer or fireman.

11. It is understood this agreement does not affect the right of demoted engineers or promoted firemen to exercise seniority as firemen or as engineers on a regular assignment in freight or yard service in accordance with the provisions of the current schedules.

12. It is understood that Section (d) of Rule 117 of agreemen with the B. of L. E. dated November 5, 1945, and Section (d) of Rule 122 of agreement with the B. of L. F. & E. dated November 5, 1945, will not apply when promoted firemen are assigned to forced positions in accordance with the provisions of this agreement.

This agreement shall become effective May 1, 1946 and will automatically terminate ten days after service of notice by either party upon the other of desire to terminate it.

FOR UNION PACIFIC RAILROAD COMPANY:

H. H. LARSON
General Manager

FOR THE EMPLOYES:

M. P. CAVENY
General Chairman, B. of L. E.

A. B. JOHNSON
General Chairman, B. of L. F. & E.

Omaha, Nebraska,
April 23, 1946.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

FILLING FORCED POSITIONS ON SECOND, THIRD AND FOURTH SENIORITY DISTRICTS, NEBRASKA DIVISION

It is agreed Rule 103 of the current B. of L. E. Schedule, Rule 112 of the current B. of L. F. & E. Schedule, Sections (b) and (d) of Rule 117 of agreement with the B. of L. E. dated November 5, 1945, and Sections (b) and (d) of Rule 122 of agreement with the B. of L. F. & E. dated November 5, 1945, are modified to the extent herein provided in their application on the Second, Third and Fourth Seniority Districts, Nebraska Division.

1. When vacancies or new positions in assigned freight or yard service have been bulletined for four days and no applications are made therefor by engineers, including demoted engineers and promoted firemen, such positions will be considered forced positions and will be filled by rotation in seniority order, beginning with the senior engineer assigned to the freight extra board and ending with the junior promoted fireman not holding a regular assignment as engineer. If there is more than one forced position the senior man involved will have his choice.

2. Engineers will rotate in filling forced positions in seniority order, and will be held so as to be available on change out dates the fifth and twentieth of each month, or the first time run is due out of its home terminal after these dates.

3. On a newly created forced position, the next engineer in line to rotate will be placed on the assignment.

4. When an engineer is on a forced position less than eight days before the change out date, such period will not be considered as a rotation period.

5. An engineer who is working as hostler in accordance with provisions of Section (c) of Rule 66 B. of L. F. & E. Schedule, at the time he is due to rotate on a forced position in accordance with his seniority, will not be required to rotate on a forced position as long as he remains on position of hostler.

6. Vacancies created as result of rotating men in accordance with this agreement will be filled as temporary vacancies under the schedule rules.

7. When an engineer who stands to rotate on a forced position is granted leave of absence or layoff, his turn on the forced position will be filled by an extra engineer standing first out at calling time. The provisions of this section will also apply when engineer is permitted to lay off while filling forced position.

8. It is understood an engineer who is to be relieved from a forced position on change out date will not be held to protect the forced position unless otherwise instructed.

9. No compensation will be allowed for deadheading resulting from application of this agreement, except to the first man deadheading to fill a newly created assignment, to the last man deadheading from a discontinued assignment, and to extra engineers when used in accordance with Section 7 of this agreement.

10. Senior engineer making written application for a forced position not later than four days prior to change out date, will be placed on the assignment on change out date and the position will no longer be considered a forced position.

Positions will also cease to be forced positions when an engineer, demoted engineer, or promoted fireman elects to take the position in the exercise of seniority due to losing run held as engineer or fireman.

11. It is understood this agreement does not affect the right of demoted engineer or promoted firemen to exercise seniority as firemen or as engineers on a regular assignment in freight or yard service in accordance with the provisions of the current schedules.

12. It is understood that Section (d) of Rule 117 of agreement with the B. of L. E. dated November 5, 1945, and Section (d) of Rule 122 of agreement with the B. of L. F. & E. dated November 5, 1945, will not apply when promoted firemen are assigned to forced positions in accordance with the provisions of this agreement.

This agreement supersedes agreements covering the filling of forced positions on the Second and Third Seniority Districts, Nebraska Division, dated April 22, 1946 and December 29, 1945, respectively.

This agreement is effective September 1, 1953 and will automatically terminate ten days after any of the parties serves written notice upon the others of desire to terminate it.

FOR UNION PACIFIC RAILROAD COMPANY:

J. T. SINGENT
Assistant to Vice President

FOR THE EMPLOYES:

M. P. CAVENY
General Chairman, B. of L. E.

R. L. BAKER
General Chairman, B. of L. F. & E.

Omaha, Nebraska,
August 21, 1953.

Overtime Payment When Two Shifts Worked in 24 Hour Period as Fireman and Hostler.

E-013-22-65-5

September 14, 1950

A. B. Johnson, General Chairman,
Broth. of Loco. Firemen & Engmn.,
Omaha, Nebraska.

(CC—M. P. Caveny, General Chairman,
Broth. of Loco. Engineers,
Omaha, Nebraska.)

Dear Sir:

This has reference to our several conferences relative to application of Section 9, "Overtime in Yard and Hostler Service", of the National Agreement dated August 11, 1948, and particularly to Paragraph (e) reading as follows:

> "Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and a second shift in another grade of service shall be paid time and one-half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform the work at pro rata rate."

It is your contention that hostling and firing service cannot be considered as two grades of service and, therefore, whenever an extra employe is used as a hostler and fireman within a twenty-two and one-half hour period he is entitled to time and one-half for the second shift, in accordance with Section 9(c) of the agreement which reads as follows:

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

It is the management's contention that service as a hostler is a distinct grade of service as distinguished from service as a fireman or engineer and, therefore, the extra employe working as a fireman one shift and as a hostler another shift or vice versa within a 22½ hour period is entitled only to the pro rata rate for the second shift if there is an extra fireman available who can work at the pro rata rate.

You have stated that under the management's interpretation of Rule 9(e), senior firemen are being penalized because they are qualified to perform service as hostlers and must, therefore, protect same, while the junior firemen who have not as yet qualified as a hostler are not required to work in two grades of service and, therefore, can work two shifts as a fireman within a 22½ hour period and receive time and one-half for the second shift.

There is merit to your contention and I am, therefore, agreeable to allowing the extra employe time and one-half for the second shift worked within a 22½ hour period where he performs

the first shift as a hostler and the second shift as a fireman, or vice versa, regardless of whether there is available another extra employe who can perform the service at the pro rata rate.

It is agreed that if it is subsequently determined by any committee, board or tribunal designated to interpret and make decisions in regard to schedule rules and applications, that hostling and firing under similar circumstances are two grades of service, and that the extra employe is entitled only to the pro rata rate for the second shift when the two grades of service are performed within a 22½ hour period, this agreement will automatically become null and void.

You submitted in letter dated August 22, 1950, 26 claims for time and one-half for the second shift when the extra employe worked one shift as a hostler and second shift as a fireman, or vice versa, within a 22½ hour period. A check will be made to determine whether there was or was not an extra available employe who could have worked at the pro rata rate at the time the employe performed the double. It is understood that if there were no extra men available to perform the service at pro rata rate, then the employe will be allowed time and one-half for the second shift, otherwise, the claims will be withdrawn.

It is also agreed that no other claims will be submitted or considered for time and one-half for the second shift prior to September 1, 1950.

This agreement is effective September 1, 1950.

Yours truly,

H. E. SHUMWAY

ACCEPTED:

A. B. JOHNSON
General Chairman, B. of L. F. & E.

INTERIM AGREEMENT

This Agreement made this twenty-third day of May, 1952, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and hereby made a part hereof, and represented by EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, and the employes shown thereon and represented by the BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN through their conference committee:

ARTICLE 3 — SIX-DAY WORK WEEK

Note: The provisions of this Article 3 shall apply on those railroads or railroad systems where employes represented by the Brotherhood of Locomotive Firemen and Enginemen notify their Management that they elect to become subject to the provisions of this Article 3. Unless and until such notice is given, the provisions of this Article 3 shall not become applicable. On those railroads or railroad systems where the employes elect not to become subject to the provisions of this Article 3, such employes may nevertheless elect to take the five-day work week referred to, and in accordance with, the provisions of "Agreement 'B'" dated May 23, 1952.

Section 1. (a) Effective with the first payroll period after ninety days from the date of the notice referred to in the preceding Note of this Article 3, any carrier so notified will establish for engineers and firemen, and helpers on other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Firemen and Enginemen, a work week of six basic days. Except as otherwise provided in this Article 3, the work week will consist of six days with one day off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) The designated officer or officers on each railroad and the representative or representatives designated by the Brotherhood of Locomotive Firemen and Enginemen will meet and agree on details and methods for rebulletining and reassigning jobs to conform with the six-day week. After all initial changes have been made to place the six-day week in effect, subsequent changes will be made in accordance with schedule agreement rules.

Section 2. The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work.

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

the periods specified in the starting time rules, and have different points for going on and off duty within the same seniority district which shall be the same as those of the employe or employes they are relieving.

(b) Where regular relief assignments cannot be established for six days on the same shift within the time periods specified in the starting time rules, as provided for in Section 3(a), such assignments may be established for six days with different starting times on different shifts on different days, within the time periods specified in the starting time rules, and on different days may have different points for going on and off duty in the same seniority district which shall be the same as those of the employe or employes they are relieving.

(c) After the starting times and days of service have been established, changes therein may be made only in accordance with agreements on individual railroads.

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

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

Section 4. (a) Accumulation—Agreements may be made on the individual properties to provide for the accumulation of off days over a period not to exceed six consecutive weeks.

(b) Day Off.—In cases where off day is to be filled which cannot be made a part of a regular assignment at an outlying or small yard and there are no extra men at the point, by agreement between representatives of the carrier and the organization, such day may be filled by using the regular men and be paid for at straight-time rate.

(c) Blank.

Section 5—Regular Employes. (a) Existing rules which relate to the payment of daily overtime for regular assigned employes and practices thereunder are not changed hereby and shall be understood to apply to regular assigned relief men, except that work performed by regular assigned relief men on their regular relief assignments shall be paid for at the straight-time rate.

(b) Regular assigned yard and hostling service employes worked as such more than six straight-time eight-hour shifts in a work week shall be paid one and one-half times the basic straight-time rate for such excess work except:

(1) As provided in Section 4(a) and (b);

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

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

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

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

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

(c) There shall be no overtime on overtime; neither shall overtime hours paid for, nor time paid for work referred to in paragraph (b) of this Section 5, be utilized in computing the six straight-time eight-hour shifts referred to in such paragraph (b) of this Section 5, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, inquests, investigations, examinations, deadheading, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours. Existing rules or practices regarding the basis of payment of arbitraries or special allowances and similar rules are not affected by this agreement.

(d) No tour of duty in road service, or service under two agreements, shall be utilized in computations leading to overtime, or in determining the number of work days, under this Article 3.

Section 6—Extra Employes. (a) Existing rules which relate to the payment of daily overtime for extra employes and practices thereunder are not changed hereby. Any shift in yard and hostling service in excess of thirteen straight-time shifts in yard and hostling service in a semi-monthly period will be paid for at time and one-half rate.

Note: It is recognized that the carrier is entitled to have an extra employe work thirteen straight time shifts in yard and hostling service in a semi-monthly period without regard to overtime shifts which may be worked under provisions of the Agreement of August 11, 1948. Extra men who have worked thirteen straight time shifts in yard and hostling service in a semi-monthly period will, unless otherwise agreed to upon the individual property, remain on the extra board, but will not be used in yard and hostling service during the remainder of that period if other extra men are available who can work in such service at the straight time rate.

(b) In the event an additional day's pay is paid to an extra employe for other service performed or started during the course of his tour of duty in yard or hostling service, such additional day will not be utilized in computing the thirteen straight time shifts referred to in paragraph (a) of this Section.

(c) The principles outlined in Section 5(c) and (d) shall be applicable to extra employes in the application of this Section 6.

Section 7—Blank.

Section 8. Existing weekly or monthly guarantees in yard or hostling service producing more than six days per week shall be modified to provide for a guarantee of six days per week. Nothing in this Article 3 shall be construed to create a guarantee where none now exists.

Section 9. (a) All regular or regular relief assignments for engineers and firemen, and helpers on other than steam power, in yard, transfer, and belt line service, or combinations thereof, and hostlers and hostler helpers, represented by the Brotherhood of Locomotive Firemen and Enginemen, will be for a work week of six basic days. Except as otherwise provided in this Article 3, the work week will consist of six days with one day off in each seven. The foregoing work week rule is subject to all other provisions of this agreement.

(b) An employe on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employe working more than six days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate.

(c) A regular assigned employe in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed thirteen straight time days. He will then be subject to the "Note" under Section 6 of this Article 3.

(d) An employe who leaves an extra board for a regular or regular relief assignment will take the conditions of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

(e) Except as provided in paragraphs (b), (c) and (d) of this Section, and excluding the exceptions from the computations provided for in Section 5, paragraphs (b) and (c)—

Regular employes will not be permitted to work more than six straight time eight-hour shifts in a work week,

Extra employes will not be permitted to work more than thirteen straight time eight-hour shifts in a semi-monthly period in service covered by this Article 3.

Section 10. (a) The provisions of this Article 3 applicable to yard service shall apply to yard, belt line and transfer service and combinations thereof.

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

Section 11. Existing rules and practices, including those relating to the establishment of regular assignments, the establishment and regulation of extra boards and the operation of working lists, etc., shall be changed or eliminated to conform to the provisions of this Article 3 in order to implement the operation of the reduced work week on a straight time basis pursuant thereto.

Section 12. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of the six-day work week agree that the duly authorized representative of the employes, party to this agreement, and the officer designated by the carrier, may enter into additional written understandings to implement the purposes of this Article 3.

AGREEMENT
between the
UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT
and the
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

SIX DAY WORK WEEK
YARD FIREMEN, HOSTLERS, AND
HOSTLER HELPERS

Pursuant to request of the Brotherhood of Locomotive Firemen and Enginemen dated September 12, 1952 that Article 3 of the Interim Agreement signed at Washington, May 23, 1952, be placed in effect for yard firemen, hostlers and hostler helpers, it is agreed:

(1) In accordance with Article 3, Section 1(a), a work week of six basic days with one day off in each seven will be established effective January 1, 1953 for regular and regular relief employes, subject to all the provisions of Article 3 except as modified herein.

(2) The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work.

(3) Prior to the effective date of this agreement, all regular assignments and regular relief assignments will be bulletined for seniority choice. These bulletins as well as subsequent bulletins posted in accordance with Rules 53(c) and 66(a) of the agreement between the Union Pacific Railroad Company and the Brotherhood of Locomotive Firemen and Enginemen effective April 1, 1943 will specify the off day for each assignment. The number of off days at each location to be filled each week will be equalized throughout the week as far as possible. See Exhibit attached.

(4) A. At any location where there is no extra board and it is not practicable to fill off days by regular relief assignment, Superintendent and Local Chairman may agree to the accumulation of off days over a period not to exceed six consecutive weeks, or filling such off days by utilizing the regular men at the straight time rate of pay. Off days thus accumulated will be filled from the appropriate firemen's extra board and any deadheading required in connection therewith will be made without expense to the company.

B. It is agreed off days for firemen and/or hostlers and hostler helpers will be accumulated at Ellis, Columbus and Sterling. When off days are accumulated at a certain location for more than one position, the regular employes will be accorded days off so that not more than one regular employe will be off at the same time. For example: At Ellis, the following assignments are presently in effect:

Assignment	Assigned Hours
Yard Fireman	4:30 p.m.—12:30 a.m.
Hostler	4:00 a.m.—12:00 Noon
Hostler	4:00 p.m.—12:00 Midnight
Hostler Helper	4:00 a.m.—12:00 Noon
Hostler Helper	4:00 p.m.—12:00 Midnight

FIRST CYCLE

Assignment	Period to be Worked	Off Days
Yard Fireman	Jan. 4 to Feb. 14, incl.	Feb. 15 to 21, incl.
Hostler	Jan. 4 to Feb. 21, incl.	Feb. 22 to 28, incl.
Hostler	Jan. 4 to Feb. 28, incl.	Mar. 1 to 7, incl.
Hostler Helper	Jan. 4 to Mar. 7, incl.	Mar. 8 to 14, incl.
Hostler Helper	Jan. 4 to Mar. 14, incl.	Mar. 15 to 21, incl.

SECOND CYCLE

Yard Fireman	Feb. 22 to April 4, incl.	April 5 to 11, incl.
Hostler	Mar. 1 to April 11, incl.	April 12 to 18, incl.
Hostler	Mar. 8 to April 18, incl.	April 19 to 25, incl.
Hostler Helper	Mar. 15 to April 25, incl.	April 26 to May 2, incl.
Hostler Helper	Mar. 22 to May 2, incl.	May 3 to May 9, incl.

THIRD CYCLE

Yard Fireman	April 12 to May 23, incl.	May 24 to 30, incl.
etc.	etc.	etc.

C. Employes working in excess of six weeks during the first cycle will receive the straight time rate of pay for the entire period. Thereafter, a regular employe, after accumulating his six days off, required to work on any of those days, will receive time and one-half therefor. Extra employes will not be required to remain away from home terminal in excess of seven days in the filling of off day vacancies.

(5) Employes assigned to regular relief positions which comprise positions of hostler and hostler helper will come under the provisions of Rule 66(c) of the current Schedule of Rules. Regular relief positions which comprise assignments of fireman, hostler and/or hostler helper will not be subject to Rule 66(c).

(6) Regularly assigned yard and hostling service employes working as such more than six straight time eight hour shifts in a work week shall be paid at one and one-half times the basic straight time rate for such excess work, except:

1. As provided by Section 4(a);
2. When changing off where it is the practice to work alternately days and nights for certain periods;
3. When working through two shifts to change off;
4. Where exercising seniority rights from one assignment to another;
5. Where paid straight time rates under existing rules or practices for second tour of duty in another grade or class of service.

(7) Tour of duty in road service as fireman or as engineer in road or yard service will not be utilized in computation leading to overtime or determining number of work days under Article 3 of the agreement dated May 23, 1952.

(8) Extra firemen will protect all temporary vacancies in firing and hostling service consistent with the Hours of Service Act and Rule 80 "Rest" of the current Schedule of Rules, but will not be permitted to work more than 13 straight time shifts in yard and hostling service in a semi-monthly period if other extra men are available who can work in such service at the straight time rate. Extra firemen will be compensated at time and one-half time when working on a second shift in a 24-hour period except when it is started 22½ to 24 hours from the starting time of the first shift.

(9) A. An employe on a regular or regular relief assignment who takes another regular or regular relief assignment, will take the conditions of that assignment, but if this results in the employe working more than six days in the period starting with the first day of his old work week and ending with the last day of his new work week, such day or days will be paid at straight time rate. For example: An employe changing his rest day from a Saturday to a Sunday could work seven consecutive days at straight time.

B. A regularly assigned employe in yard and hostling service, who under schedule rules goes on an extra board, may work on a board for the remainder of the semi-monthly period, provided the combined days worked in yard and hostling service on the regular assignment and an extra board do not exceed thirteen straight time days.

C. An employe who leaves an extra board for a regular or regular relief assignment will take the conditions of his new assignment at straight time rate, without regard to the number of days he may have worked on an extra board.

D. Except as provided in Sections 6, 9(A), (B) and (C):

Regular employes will not be permitted to work more than six straight time eight hour shifts in a work week.

Extra employes will not be permitted to work more than 13 straight time eight hour shifts in a semi-monthly period.

(10) Article 3 of the agreement dated May 23, 1952 is not applicable to work train or helper service.

(11) To conform with the provisions of Article 3 of the agreement dated May 23, 1952, the following rules of the current Schedule of Rules effective April 1, 1943 will be modified to read:

Rule 41(a): "Firemen shall be assigned for a fixed period of time, which shall be for the same hours daily for all regular members of the crew, subject to Article 3 of the agreement dated May 23, 1952. As far as practicable, assignments shall be restricted to eight hours work."

Rule 52: "Guarantee—Topeka and Hanna. Yard firemen at Topeka and Hanna will be allowed time for six days per week and will be subject to work each day such guarantee applies."

(12) The agreement dated May 23, 1952 will supersede any rule contained in the current Schedule of Rules effective April 1, 1943 that may be in conflict therewith and is not covered by this agreement.

Dated at Omaha, Nebraska, this 12th day of December, 1952.

UNION PACIFIC RAILROAD COMPANY:

J. T. SINGENT
Assistant to Vice President

BROTH. OF LOCO. FIREMEN & ENGINEMEN:

R. L. BAKER
General Chairman

EXHIBIT

The following example illustrates the manner of handling relief for a yard comprising fourteen yard engine assignments and five hostler assignments:

OFF DAYS AND RELIEF POSITIONS

YARD FIREMAN

Job No.	Assigned	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	Sat.
1	7:00 AM	R-1	.....	.....	.....	.....	.....	.....
2	7:00 AM	.....	R-1	.....	.....	.....	.....	.....
3	7:30 AM	.....	.....	R-1	.....	.....	.....	.....
4	7:30 AM	.....	.....	.....	R-1	.....	.....	.....
5	7:59 AM	.....	.....	.....	.....	R-1	.....	.....
6	3:00 PM	.....	.....	.....	.....	.....	R-1	.....
7	3:00 PM	.....	.....	.....	.....	.....	.....	R-2
8	3:30 PM	R-2	.....	.....	.....	.....	.....	.....
9	3:30 PM	.....	R-2	.....	.....	.....	.....	.....
10	11:00 PM	.....	.....	R-2	.....	.....	.....	.....
11	11:00 PM	.....	.....	.....	R-2	.....	.....	.....
12	11:30 PM	.....	.....	.....	.....	R-2	.....	.....
13	11:30 PM	.....	.....	.....	R-3	.....	.....	.....
14	11:59 PM	.....	.....	.....	.....	.....	Ex.Bd.	.....
HOSTLER								
15	6:30 AM	.....	.....	.....	.....	.....	R-3	.....
16	6:30 AM	.....	.....	.....	.....	.....	.....	R-3
17	3:00 PM	R-3	.....	.....	.....	.....	.....	.....
18	3:00 PM	.....	R-3	.....	.....	.....	.....	.....
19	11:00 PM	.....	.....	R-3	.....	.....	.....	.....

Relief Positions:

Job R-1—Off Saturday.
Job R-2—Off Friday.
Job R-3—Off Thursday.

AGREEMENT
between
UNION PACIFIC RAILROAD COMPANY
EASTERN DISTRICT
and
BROTHERHOOD OF LOCOMOTIVE FIREMEN
AND ENGINEMEN

FIREMEN QUALIFYING AS ENGINEERS ON STEAM-DIESEL TERRITORY

Present instructions provide that firemen will not be promoted to engineers when they do not have 780 days actual experience as a fireman (each trip is regarded as a day). Instances are developing where firemen are eligible for promotion to engineers, yet they have worked almost exclusively in yard or in diesel service.

In order that firemen (excepting fixture yard firemen) will be fully qualified for promotion to engineers, it is agreed:

(1) A fireman must have at least 365 trips as a fireman in road service, 180 of which must be on steam locomotives on districts where both steam and diesel power is utilized.

(2) During the six month period preceding the taking of the Transportation Department rules examination, a fireman must perform at least 45 trips as fireman in road service, which must be on steam locomotives on districts utilizing both steam and diesel power.

(3) (a) In the event a fireman through no fault of his own is unable to work the number of days on a steam locomotive as required by Sections 1 and 2 prior to taking and passing the Transportation Department rules examination, and is qualified by Road Foreman on diesel locomotive, he will not be called as engineer on steam locomotives until he has made the required number of qualifying trips as fireman on steam locomotives which must be made as soon as possible.

(b) If a fireman through his own fault fails to make qualifying trips on a steam locomotive as required by Sections 1 and 2 prior to taking and passing the Transportation Department rules examination, he will be required to make the qualifying trips as stated in those sections before he is qualified by Road Foreman and placed on engineers' working list or extra board. Such qualifying trips must be made as soon as possible.

The foregoing provisions will become effective on January 1, 1953.

Dated this 1st day of July, 1952.

FOR UNION PACIFIC RAILROAD COMPANY:

J. T. SINGENT
Assistant to Vice President

FOR THE EMPLOYES:

R. L. BAKER
General Chairman, B. of L. F. & E.

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT: Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES: Distance 1 to 2 (4)	Distance 2 to 3 (5)	Distance 1 to 3 (6)	Allowed 1 to 3 (7)	Allowed 2 to 3 (8)	PASSENGER MILES: Actual (9)	Allowed (10)
					NEBRASKA DIVISION								
1	Co. Bluffs.... via Sarpy	Gr. Island..	Single		MP 5.23 Summit, old CGW Crossing.	MP 144.97 east switch westbound main line.	.....	139.74	.....	.....	140	146.86	147
2	Gr. Island.... via Sarpy	Co. Bluffs..	Single	Coal Chute	MP 145.18 east pullout leads.	MP 5.23 Summit old CGW Crossing.	1.13	139.95	141.08	141	140	146.86	147
3	Co. Bluffs.... via Gilmore	Gr. Island..	Single		MP 5.23 Summit, old CGW Crossing.	MP 144.97 east switch westbound main line.	.....	148.74	.....	.....	149	.....	.....
4	Gr. Island.... via Gilmore	Co. Bluffs..	Single	Coal Chute	MP 145.18 east pullout leads.	MP 5.23 Summit, old CGW Crossing.	1.13	148.94	150.07	150	149	.....	.....
5	Omaha..... via Sarpy	Gr. Island..	Single	.....	.....	.....	.....	.....	.....	.....	.....	144.02	144
6	Gr. Island.... via Sarpy	Omaha.....	Single	.....	.....	.....	.....	.....	.....	.....	.....	144.02	144
7	*Co. Bluffs.... via Gilmore	Gr. Island..	Single	.....	MP 12.63 west switch storage track, Gilmore.	MP 144.97 east switch on west-bound main line.	.....	141.34	.....	.....	141	.....	.....
8	Co. Bluffs.... via Sarpy	Beatrice....	Single	.....	MP 5.23 Summit, old CGW Crossing.	MP 95.84 east No. 5 track switch 100 ft. north of Irving Street Crossing.	.....	118.61	.....	.....	119	.....	.....
9	Beatrice..... via Sarpy	Co. Bluffs..	Single	Round-house	MP 96.27 east crossover 1150-ft. south Hoyt St.	MP 5.23 Summit old CGW Crossing.	.23	119.05	119.28	119	119	.....	.....
10	Co. Bluffs.... via Gilmore	Beatrice....	Single	.....	MP 5.23 Summit, old CGW Crossing.	MP 95.84 east No. 5 track switch 100 ft. north of Irving Street Crossing.	.....	127.61	.....	.....	128	.....	.....
11	Beatrice..... via Gilmore	Co. Bluffs..	Single	Round-house	MP 96.27 east crossover 1150-ft. south Hoyt St.	MP 5.23 Summit old CGW Crossing.	.23	128.04	128.27	128	128	.....	.....
12	*Co. Bluffs.... via Gilmore	Beatrice....	Single	.....	MP 12.63 west switch storage track, Gilmore.	MP 95.84 east No. 5 track switch 100 ft. north of Irving Street Crossing.	.....	120.21	.....	.....	120	.....	.....
13	Co. Bluffs.... via Gilmore	Columbus..	Single	.....	MP 5.23 Summit, old CGW Crossing	MP 83.87 1st switch west of CB&Q Crossing.	.....	87.63	.....	.....	100	.....	.....
14	Columbus.... via Sarpy	Co. Bluffs..	Single	Round-house	MP 84.90 Coal.... Chute	MP 5.23 Summit old CGW Crossing	.43	79.67	80.10	100	100	.....	.....
15	Co. Bluffs.... via Gilmore	Central City	Single	.....	MP 5.23 Summit, oldCGW Crossing	MP 124.33, CB&Q Crossing.	.....	128.10	.....	.....	128	.....	.....
16	Co. Bluffs.... via Sarpy	Central City	Single	.....	MP 5.23 Summit, old CGW Crossing	MP 124.33, CB&Q Crossing.	.....	119.10	.....	.....	119	.....	.....
17	*Co. Bluffs.... via Gilmore	Central City	Single	.....	MP 12.63 west switch storage track, Gilmore.	MP 124.33, CB&Q Crossing.	.....	120.70	.....	.....	121	.....	.....
18	Central City.. via Sarpy	Co. Bluffs..	Single	MP 129.90 House track at Station.	MP 124.40 east crossover, pass to EBM line.	MP 5.23 Summit, old CGW Crossing.	.50	119.17	119.67	120	119	.....	.....
19	Gr. Island....	No. Platte..	Single	Coal Chute	MP 146.00 west-bound pullout leads 700-ft. east yard office.	MP 283.32 east crossover.	.70	137.32	138.02	138	137	137.24	137
20	No. Platte....	Gr. Island..	Single	MP 285.00 Coal Chute	MP 285.05 east end new depart-ture yard.	MP 146.50, CB&Q Crossing.	.97	138.55	139.52	140	139	137.24	137

* Applies when crews pick up cars or when additional cars placed in their train at Gilmore.

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT: Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES: Distance 1 to 2 (4)	Distance 2 to 3 (5)	Distance 1 to 3 (6)	Allowed 1 to 3 (7)	Allowed 2 to 3 (8)	PASSENGER MILES: Actual (9)	Allowed (10)
NEBRASKA DIVISION—Continued													
21	No. Platte....	Gr. Island..	Single	MP 285.00 Coal Chute.	MP 287.70 west receiving yard.	MP 146.50, CB&Q Crossing.	3.62	141.20	144.82	145	141	.....	.....
22	No. Platte....	Hastings...	Single	MP 285.00 Coal Chute	MP 285.05 east end new departure yard.	MP 2.35 west switch.	.97	134.80	135.77	136	135	.....	.....
23	No. Platte....	Hastings...	Single	MP 285.00 Coal Chute	MP 287.70 west receiving yard.	MP 2.35 west switch.	3.62	137.45	141.07	141	137	.....	.....
24	Hastings.....	No. Platte..	Single	MP 1.28 Yard Office	MP 2.35 west switch.	MP 283.32 east crossover.	1.15	133.07	134.22	134	133	.....	.....
25	No. Platte....	Lexington..	Single	MP 285 00 Coal Chute	MP 285.05 east end new departure yard.	MP 224.40 station.	.97	60.65	61.62	100	100	.....	.....
26	Lexington....	No. Platte..	Single	MP 224.40 Station	MP 224.40 station	MP 283.32 east crossover.	.....	58.92	58.92	100	100	.....	.....
27	Kearney.....	No. Platte..	Single	MP 188.09 Coal Chute	MP 188.35 "I" Ave.	MP 283.32 east crossover.	.26	94.97	95.23	100	100	.....	.....
28	No. Platte....	Kearney....	Single	MP 285.00 Coal Chute	MP 285.05 east end new departure yard.	MP 189.01 Central Ave.	.97	96.04	97.01	100	100	.....	.....
29	Kearney.....	Stapleton...	Single	Round-house	MP .36 Ave. "D" 1000-ft. east of freight house.	MP 102.36 station switch.	.68	102.00	102.68	103	102	102.36	102
30	Stapleton.....	Kearney....	Single	Round-house	MP 102.36 station.	MP 1.23 north switch of wye track.	.57	101.13	101.70	102	101	102.36	102
31	Stapleton.....	Kearney....	Double	Round-house	MP 102.36 station.	MP 102.36 station.	.57	207.11	207.68	208	207	207.68	208
32	Kearney.....	Stapleton...	Double	MP 188.05 Round-house	MP 189.09 station.	MP 189.09 station.	1.04	204.43	205.47	205	204	205.97	206
33	Gr. Island....	Kearney....	Double	Coal Chute	MP 146.00 west-bound pullout leads 700-ft. east of yard office.	MP 146.14 opposite yard office.	.70	86.47	87.17	100	100	.....	.....
34	Gr. Island.... via Cent. City.	Lincoln....	Single	Coal Chute	MP 145.18 station.	MP 56.26 east switch to Missouri Pacific transfer.	1.13	115.14	116.27	116	115	.....	.....
35	Lincoln..... via Cent. City.	Gr. Island..	Single	Round-house	MP 57.10 station.	MP 144.97 east switch westbound main line.	.27	115.77	116.04	116	116	.....	.....
36	Gr. Island.... via Cent. City.	Valparaiso..	Single	Coal Chute	MP 145.18 east pullout leads.	MP .30 first street west of Oak Street.	1.13	95.89	97.02	100	100	.....	.....
37	Valparaiso.... via Cent. City.	Gr. Island..	Single	MP 37.60 Coal Chute	MP 37.60 Coal chute—Beatrice Branch.	MP 144.97 east switch westbound main line.	.....	96.27	96.27	100	100	.....	.....
38	Valley.....	Lincoln....	Single	Round-house	MP 0.00 station.	MP 56.26 east switch to Missouri Pacific transfer.	.76	56.26	57.02	100	100	.....	.....
39	Lincoln.....	Valley.....	Single	Round-house	MP 57.10 station.	MP 0.00 lead switch east of station.	.17	57.10	57.27	100	100	.....	.....

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT: Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES: Distance: 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed: 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES: Actual (9)	Allowed (10)
NEBRASKA DIVISION—Continued													
40	Valley.....	Beatrice....	Single	Round-house	MP 0.00 station.	MP 95.84 east No. 5 track switch 100 ft. north of Irving Street crossing.	.76	95.84	96.60	100	100	.....	.....
41	Beatrice.....	Valley.....	Single	Round-house	MP 96.27 east crossover 1150-ft. south of Hoyt St.	MP 0.00 lead switch east of station.	.23	96.28	96.51	100	100	.....	.....
42	Columbus....	Spalding....	Double	Round-house	MP 0.04 1st switch west station.	MP 0.04 1st switch west station.	.77	131.33	132.10	132	131	.....	.....
43	Columbus....	Norfolk....	Single	Round-house	MP 0.04 1st switch west station.	MP 50.31 2nd switch south of Norfolk Avenue.	.77	50.67	51.44	100	100	.....	.....
44	Columbus....	Norfolk....	Double	Round-house	MP 0.04 1st switch west station.	MP 0.04 1st switch west station.	.77	101.52	102.29	102	102	.....	.....
45	Norfolk.....	Columbus..	Single	Round-house	MP 50.40 station.	MP 0.04 1st switch west station.	.32	50.76	51.08	100	100	.....	.....
46	Norfolk.....	Columbus..	Double	Round-house	MP 50.40 station.	MP 50.31 2nd switch south of Norfolk Avenue.	.32	102.40	102.72	103	102	.....	.....
47	Columbus....	Albion.....	Double	Round-house	MP 0.04 1st switch west station.	MP 0.04 1st switch west station.	.77	88.92	89.69	100	100	.....	.....
48	Gr. Island....	Loup City..	Double	Coal Chute	MP 146.90 station.	MP 0.75 switch north end wye.	.71	122.71	123.42	123	123	.....	.....
49	Gr. Island....	Ord.....	Double	Coal Chute	MP 146.90 station.	MP 0.75 switch north end wye.	.71	127.07	127.78	128	127	.....	.....
50	Gr. Island....	Lexington..	Single	MP 146.11 Coal Chute	MP 146.00 west-bound pullout leads 700-ft. east of yard office.	MP 224.40 station.	.70	78.40	79.10	100	100	.....	.....
51	Lexington....	Gr. Island..	Single	MP 224.40 Station	MP 224.40 station.	MP 146.50 CB&Q crossing.		77.90	77.90	100	100	.....	.....
52	No. Platte....	Sidney.....	Single	MP 285.00 Coal Chute	MP 286.26 west end departure yard.	MP 406.73 CB&Q crossing.	2.46	120.47	122.93	123	120	123.43	123
53	Sidney.....	No. Platte..	Single	MP 407.48	MP 407.84, 15th Ave.	MP 289.19 west point of switch lead-in track.	.36	118.65	119.01	119	119	123.43	123
54	No. Platte....	Sterling....	Single	MP 285.00 Coal Chute	MP 286.26 west end departure yard.	MP 57.08 east train yard switch.	2.46	136.08	138.54	139	136	138.71	139
55	Sterling.....	No. Platte..	Single	MP 57.66 round-house lead	MP 57.50 station.	MP 289.19 west point of switch lead-in track.	1.10	133.56	134.66	135	134	138.71	139
56	No. Platte....	Gering.....	Single	MP 285.00 Coal Chute	MP 285.79 west end Track 11 and 12.	MP 144.68 east leg wye.	1.85	159.59	161.44	161	160	162.50	163
57	Gering.....	No. Platte..	Single	MP 144.84 round-house lead	MP 145.00, east switch east yard leads.	MP 289.19 west point of switch lead-in track.	.62	156.51	157.13	157	157	162.50	163
58	Cheyenne.... via Egbert	Gering.....	Single	Coal Chute	MP 509.50 station.	MP 145.82 west passing track switch.	.65	130.48	131.13	131	130	.....	.....
59	Gering.....	Cheyenne...	Single	Round-house	MP 145.90 station.	MP 508.50 east switch east yard.	.85	129.37	130.22	130	129	.....	.....
60	Gering.....	So. Torrington	Single	Round-house	MP 145.90 station.	MP 199.95 west switch wye.	.85	54.05	54.90	100	100	.....	.....

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT								PASSENGER	
				Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	MILES Actual (9)	Allowed (10)
				NEBRASKA DIVISION—Continued									
61	So. Torrington	Gering.....	Single	Engine-house	MP 200.60 station.	MP 145.82 west passing track switch.	.53	54.78	55.31	100	100	.....	.....
62	Gering.....	So. Torrington	Double	Round-house	MP 145.90 station.	MP 145.82 west passing track switch.	.85	111.03	111.88	112	111	.....	.....
63	Gering.....	Yoder.....	Double	Round-house	MP 145.90 station.	MP 145.82 west passing track switch.	.85	73.67	74.52	100	100	.....	.....
64	Cheyenne.... via Egbert	Yoder.....	Double	Coal Chute	MP 509.50 station.	MP 508.50 east switch east yard.	.65	190.61	191.26	191*	191*	.....	.....
65	Cheyenne.....	Kimball....	Double	Coal Chute	MP 509.50 east yards south yard office.	MP 508.50 east switch east yard.	.55	131.00	131.55	132	131	.....	.....
66	No. Platte....	Julesburg...	Single	MP 285.00 Coal Chute	MP 286.26 west end departure yard.	MP 364.61 first crossover east coal chute.	2.46	78.35	80.81	100	100	.....	.....
67	Julesburg.....	No. Platte..	Single	MP 365.18 Coal Chute	MP 363.96 east point switch passing track.	MP 289.19 west point of switch lead-in track.	1.22	74.77	75.99	100	100	.....	.....
68	No. Platte....	Julesburg...	Double	MP 285.00 Coal Chute	MP 286.26 west end departure yard.	MP 289.19 west point of switch lead-in track.	2.46	156.33	158.79	159	156	.....	.....
69	Julesburg.....	Sterling....	Double	MP 365.18 Coal Chute	MP 0.00 station.	MP 0.19 Julesburg home interlocking signal.	.09	115.64	115.73	116	116	.....	.....
70	Sterling.....	Julesburg...	Double	MP 57.50 Round-house	MP 57.50 station.	MP 57.08 east train yard switch.	.54	115.76	116.30	116	116	.....	.....
71	Julesburg.....	Sidney.....	Double	MP 365.18 Coal Chute	MP 0.00 station	MP 365.27 station.	.09	85.84	85.93	100	100	.....	.....
72	Sidney.....	Cheyenne...	Single	MP 407.30 Coal Chute	MP 407.30 Coal Chute.	MP 508.50 east switch east yard.	.....	101.20	101.20	101	101	101.98	102
73	Cheyenne....	Sidney.....	Single	Coal Chute	MP 509.50 east yards south yard office.	MP 408.88 west switch west yard.	.55	100.62	101.17	101	101	101.98	102
74	Sterling..... via DP	Denver.....	Single	MP 57.50 Round-house	MP 57.50 station.	MP 2.20 Pullman Station.	.54	137.54	138.08	138	138	139.70	140
75	Denver..... via DP	Sterling....	Single	MP 2.29 Spot Track Coal Chute	MP 1.47 33rd Street.	MP 58.83 west train yard switch.	.83	136.90	137.73	138	137	139.70	140
76	Sterling..... via Dent	Denver.....	Single	MP 57.50 Round-house	MP 57.50 station.	MP 2.20 Pullman Station.	.54	142.00	142.54	143	142	144.30	144

* 200 miles to be allowed to crew on 353-354.

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
NEBRASKA DIVISION—Continued													
77	Denver..... via Dent	Sterling....	Single	MP 2.29 Spot Track Coal Chute	MP 1.47 33rd Street.	MP 58.83 west train yard switch.	.83	141.40	142.23	142	141	144.30	144
78	Sterling.....	LaSalle.....	Single	MP 57.50 Round-house	MP 57.50 station.	MP 151.10 station.	.54	93.60	94.14	100	100	.....	.....
78A	LaSalle.....	Sterling....	Single	MP 151.10 Round-house	MP 151.10 station	MP 58.83 west train yard switch.	.38	92.27	92.65	100	100	.....	.....
79	Sterling.....	Julesburg...	Single	MP 57.50 Round-house	MP 57.50 station.	MP 0.19 home interlocking signal.	.54	57.31	57.85	100	100	.....	.....
80	Julesburg.....	Sterling....	Single	MP 365.18 Coal Chute	MP 0.00 station.	MP 57.08 east train yard switch.	.09	57.08	57.17	100	100	.....	.....
WYOMING DIVISION													
81	Cheyenne....	Laramie....	Single	MP 509.72 Coal Chute	MP 509.59 west end of train shed.	MP 565.63 east yard crossover.	1.15	56.04	57.19	100	100	56.48	100
82	Cheyenne.... Via Speer-Dale	Laramie....	Single	MP 509.72 Coal Chute	MP 509.59 west end of train shed.	MP 565.63 east yard crossover.	1.15	65.58	66.73	100	100	66.02	100
83	Laramie.....	Cheyenne...	Single	MP 566.02 Coal Chute	MP 566.64 opposite switch shanty at Flint Street.	MP 510.80 Tower A.	.63	55.84	56.47	100	100	56.48	100
84	Laramie..... via Dale-Speer	Cheyenne...	Single	MP 566.02 Coal Chute	MP 566.64 opposite switch shanty at Flint Street.	MP 510.80 Tower A.	.63	65.38	66.01	100	100	66.02	100
85	Cheyenne.... 1 way Borie- 1 way Dale-	Laramie.... Dale Speer	Double	.....	.....	.....	.....	.....	.....	.....	.....	122.50	150
86	Cheyenne.... Both ways v	Laramie.... ia Borie-Dale	Double	.....	.....	.....	.....	.....	.....	.....	.....	112.96	150
87	Cheyenne.... Both ways v	Laramie.... ia Speer-Dale	Double	.....	.....	.....	.....	.....	.....	.....	.....	132.04	150
88	Laramie..... 1 way Dale- 1 way Speer-	Cheyenne... Borie Dale	Double	.....	.....	.....	.....	.....	.....	.....	.....	122.50	150
89	Laramie..... Both ways v	Cheyenne... ia Dale-Borie	Double	.....	.....	.....	.....	.....	.....	.....	.....	112.96	150
90	Laramie..... Both ways v	Cheyenne... ia Dale-Speer	Double	.....	.....	.....	.....	.....	.....	.....	.....	132.04	150
91	Laramie..... via Borie-Sp	Cheyenne... eer	Single	MP 566.02 Coal Chute	MP 566.64 opposite switch shanty at Flint Street.	MP 510.80 Tower A.	.63	59.28	59.91	100	100	.....	.....
92	Cheyenne.... via Speer-Bo	Laramie.... rie	Single	MP 509.72 Coal Chute	MP 509.59 west end of train shed.	MP 565.63 east yard crossover.	1.15	59.98	61.13	100	100	.....	.....

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
				WYOMING DIVISION—Continued									
93	Laramie.....	Medicine Bow.....	Double	MP 566.02 Coal Chute	MP 566.25 Ivinson Street.	MP 567.86 Laramie River Bridge.	.74	112.85	113.59	114	113	.....	.....
94	Laramie.....	Hanna.....	Double	MP 566.02 Coal Chute	MP 566.25 Ivinson Street.	MP 567.86 Laramie River Bridge.	.74	153.78	154.52	155	154	.....	.....
95	Laramie.....	Coalmont...	Single	Round-house	West end wye.	MP 110.85 switch to coaling spur.	1.12	110.97	112.09	112	111	.....	.....
96	Coalmont....	Laramie....	Single	Coaling Spur	MP 110.85 Coal-mont Branch	MP 0.67 first switch off branch line.	.09	110.18	110.27	110	110	.....	.....
97	Laramie.....	Rawlins....	Single	MP 566.02 Coal Chute	MP 566.25 Ivinson Street.	MP 681.16 head-in switch.	.74	114.91	115.65	116	115	116.84	117
98	Rawlins.....	Laramie....	Single	MP 682.64 Coal Chute	MP 682.85 Pas-senger station.	MP 567.86 Laramie River Bridge.	.20	114.99	115.19	115	115	116.84	117
99	Rawlins..... Icing Plant	Laramie....	Single	MP 682.64 Coal Chute	MP 682.85 pas-senger station.	MP 570.43 tele-phone booth.	.20	112.42	112.62	113	112	.....	.....
100	Rawlins.....	Sinclair.....	Double	MP 682.64 Coal Chute	MP 682.85 Pas-senger station.	MP 681.16 head-in switch.	.33	11.59	11.92	100	100	.....	.....
101	Rawlins.....	Hanna.....	Double	MP 682.64 Coal Chute	MP 682.85 Pas-senger station.	MP 681.16 head-in switch.	.33	77.71	78.04	100	100	.....	.....
102	Encampment.	Walcott....	Double	Engine-house 1850-ft. south of station	MP 44.40 station.	MP 44.40 station.	.50	89.05	89.55	100	100	.....	.....
103	Rawlins.....	Rock Sprgs.	Single	MP 682.64 Coal Chute	MP 682.34 1600-ft. east coal chute.	MP 801.87 head-in switch opposite yard.	.30	118.52	118.82	119	119	.....	.....
103 A	Rock Springs.	Rawlins....	Single	MP 802.50 stand-pipe, round-house	MP 802.04 station.	MP 685.08 west head-in switch.	1.05	115.95	117.00	117	116	.....	.....
104	Rawlins.....	Superior....	Double	MP 682.64 Coal Chute	MP 682.34 1600-ft. east coal chute.	MP 685.08 west head-in switch.	.30	218.66	218.96	219	219	.....	.....
105	Rawlins.....	Green River	Single	MP 682.64 Coal Chute	MP 682.34 1600-ft. east coal chute.	MP 815.52 east switch, eastbound main line.	.30	132.17	132.47	132	132	133.16	133
106	Green River..	Rawlins....	Single	MP 817.19 Coal Chute	MP 816.20 800-ft. east of east end of stockyards.	MP 685.08 west head-in switch.	1.26	130.11	131.37	131	130	133.16	133

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
WYOMING DIVISION—Continued													
107	Rock Springs.	Superior....	Double	MP 802.50 stand-pipe, round-house	MP 802.04 freight station.	MP 801.87 first switch west of coal chute.	1.05	54.75	55.80	100	100	.....	.....
108	Rock Springs.	Winton....	Double	MP 802.50 stand-pipe, round-house	MP 0.00 first switch South Pass yard.	MP 0.36 north switch South Pass yard.	1.23	43.58	44.81	100	100	.....	.....
109	Green River..	Evanston...	Single	MP 817.18 Coal Chute	MP 816.90 east end of station platform.	MP 916.02 west-bound head-in switch.	.28	99.12	99.40	100	100	100.20	100
110	Evanston.....	Green River	Single	MP 917.21 center line station	MP 917.21 center line station.	MP 817.43 east-bound head-in switch river bridge.	.....	99.78	99.78	100	100	100.20	100
111	Evanston.....	Ogden.....	Single	MP 917.21 center line station.	MP 917.21 center line station.	MP 991.31 33rd Street.	.....	74.10	74.10	100	100	75.31	100
112	Ogden.....	Evanston...	Single	MP 991.97 opposite turn-table	MP 992.10 ice house platform.	MP 918.56 west switch west end of yard.	.13	73.54	73.67	100	100	75.31	100
113	Evanston.....	Ogden.....	Single	MP 917.21 center line station.	MP 917.21 center line station.	MP 989.73 cross-over switch, Riverdale.	.....	72.52	72.52	100	100	.....	.....
114	Ogden.....	Evanston...	Single	MP 991.97 opposite turntable	MP 990.01 point of switch 8 track, Riverdale.	MP 918.56 west switch west end of yard.	1.96	71.45	73.41	100	100	.....	.....
115	Ogden..... Via Keetley	Park City.. and Cranmer	Double	MP 991.97 opposite turn-table	MP 992.56 passenger station.	MP 991.31 33rd Street.	.59	149.41	150.00	150	149	.....	.....
116	Ogden.....	Coalville....	Double	MP 991.97 opposite turn-table	MP 990.01 point of switch 8 track, Riverdale.	MP 991.31 33rd Street.	1.96	87.30	89.26	100	100	.....	.....
117	Ogden.....	Wahsatch...	Double	MP 991.97 opposite turn-table	MP 992.10 ice house platform.	MP 991.31 33rd Street.	.13	129.29	129.42	150	150	.....	.....
118	Cheyenne.... via DP	Denver.....	Single	MP 509.72 Coal Chute	MP 509.59 100-ft. west of machine shop.	MP 2.20 Pullman Station.	1.15	103.83	104.98	105	104	106.09	106
119	Denver..... via DP	Cheyenne...	Single	MP 2.29 Spot Track Coal Chute	MP 1.47 33rd Street.	MP 104.73 Tower A.	.83	103.35	104.18	104	103	106.09	106

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
				WYOMING DIVISION—Continued									
120	Denver..... via Dent	Cheyenne...	Single	MP 2.29 Spot Track Coal Chute.	MP 1.47 33rd Street.	MP 104.73 Tower A.	.83	107.85	108.68	109	108	.....	.....
121	Cheyenne.... via Dent	Denver.....	Single	MP 509.72 Coal Chute	MP 509.59 100-ft. west of machine shop.	MP 2.20 Pullman Station.	1.15	108.33	109.48	109	108	110.59	111
122	LaSalle.....	Carr.....	Double	MP 46.21 southface turntable	MP 46.23 471-ft. north of station.	MP 46.23 471-ft. north of station.	.28	80.32	80.60	100	100	.....	.....
123	LaSalle.....	Briggsdale..	Double	MP 46.21 southface turntable	MP 46.23 471-ft. north of station.	MP 46.23 471-ft. north of station.	.28	68.69	68.97	100	100	.....	.....
124	LaSalle.....	Galeton....	Double	MP 46.21 southface turntable	MP 46.23 471-ft. north of station.	MP 46.23 471-ft. north of station.	.28	35.30	35.58	100	100	.....	.....
125	LaSalle.....	Ft. Collins..	Double	MP 46.21 southface turntable	MP 45.84 1628-ft. south of station.	MP 46.23 471-ft. north of station.	.38	66.68	67.06	100	100	.....	.....
126	LaSalle.....	Denver.....	Single	MP 46.21 southface turntable	MP 45.84 1628-ft. south of station.	MP 2.20 Pullman Station.	.38	43.65	44.03	100	100	.....	.....
127	Denver.....	LaSalle.....	Single	MP 2.29 Spot Track Coal Chute	MP 1.29 31st Street.	MP 46.23 471-ft. north of station.	1.01	45.38	46.39	100	100	.....	.....
128	LaSalle..... via DP	Denver.....	Double	MP 46.21 southface turntable	MP 45.84 1628-ft. south of station.	MP 46.23 471-ft. north of station.	.38	87.67	88.05	100	100	.....	.....
129	Denver.....	LaSalle.....	Double	MP 2.29 Spot Track Coal Chute	MP 1.29 31st Street.	MP 2.20 Pullman Station.	1.01	88.71	89.72	100	100	.....	.....
130	Denver.....	Frederick...	Double	MP 2.29 Spot Track Coal Chute	MP 1.29 31st Street.	MP 2.20 Pullman Station.	1.01	51.08	52.09	100	100	.....	.....
131	Denver..... via Dent	St. Vrains..	Double	MP 2.29 Spot Track Coal Chute	MP 1.29 31st Street.	MP 2.20 Pullman Station.	1.01	41.82	42.83	100	100	.....	.....
132	Denver.....	Eagle Mines	Double	MP 2.29 Spot Track Coal Chute	MP 1.29 31st Street.	MP 2.20 Pullman Station.	1.01	45.37	46.38	100	100	.....	.....
133	Laramie..... via Dale-Speer	Denver.....	Single	MP 566.02 Coal Chute	MP 566.64 opposite switch shanty.	MP 2.20 Pullman Station.	.63	154.26	154.89	170	169	155.82	171

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
				WYOMING DIVISION—Continued									
134	Laramie..... via Borie-Spe	Denver..... er	Single	MP 566.02 Coal Chute	MP 566.64 opposite switch shanty.	MP 2.20 Pullman Station.	.63	148.68	149.31	164	164	150.24	165
135	Denver..... Via Speer-Da	Laramie.... le	Single	MP 2.29 Spot Track Coal Chute	MP 1.47 33rd Street.	MP 565.63 east yard crossover.	.83	153.98	154.81	170	169	155.82	171
136	Denver..... Via Speer-Bo	Laramie.... rie	Single	MP 2.29 Spot Track Coal Chute	MP 1.47 33rd Street.	MP 565.63 east yard crossover.	.83	148.40	149.23	164	163	150.24	165
137	Laramie..... via Dale-Spe	Denver..... er-Dent	Single	MP 566.02 Coal Chute	MP 566.64 opposite switch shanty.	MP 2.20 Pullman Station.	.63	158.74	159.37	174	174	160.32	175
138	Laramie..... via Borie-Spe	Denver..... er-Dent	Single	MP 566.02 Coal Chute	MP 566.64 opposite switch shanty.	MP 2.20 Pullman Station.	.63	153.16	153.79	169	168	154.74	170
139	Denver..... Via Dent-Spe	Laramie.... er-Dale	Single	MP 2.29 Spot Track Coal Chute	MP 1.47 33rd Street.	MP 565.63 east yard crossover.	.83	158.46	159.29	174	173	160.32	175
140	Denver..... Via Dent-Spe	Laramie.... er-Borie	Single	MP 2.29 Spot Track Coal Chute	MP 1.47 33rd Street.	MP 565.63 east yard crossover.	.83	152.88	153.71	169	168	154.74	170
141	Denver..... Via LaSalle	Ft. Collins..	Single	MP 2.29 Spot Track Coal Chute	MP 1.29 31st Street.	MP 25.03 south face station.	1.01	81.35	82.36	100	100	.....	.....
142	Ft. Collins.... via LaSalle	Denver.....	Single	MP25.03 south face station	MP 25.03 south face station.	MP 2.20 Pullman Station.	2.40	83.76	86.16	100	100	.....	.....
143	Brighton.....	Boulder....	Double	MP 0.00 129-ft. north of south face station.	MP 0.00 Boulder Branch 400-ft. east of station.	MP 0.00 129-ft. north of south face of station.	.....	56.66	56.66	100	100	.....	.....
				KANSAS DIVISION									
144	Denver....	Hugo.....	Single	MP 638.20 Spot Track Coal Chute	MP 639.00 32nd Street.	MP 536.30 west train yard switch.	.80	102.70	103.50	104	103	104.90	105
145	Hugo.....	Denver.....	Single	MP 535.70 Roundhouse lead	MP 536.30 west switch.	MP 638.20 Pullman Station.	.60	101.90	102.50	103	102	104.90	105

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
				KANSAS DIVISION—Continued									
146	Hugo.....	Sharon Springs...	Single	MP 535.70 Roundhouse lead	MP 535.40 east lead switch.	MP 429.73 west train yard switch.	.30	105.67	105.97	106	106	105.66	106
147	Sharon Springs	Hugo.....	Single	MP 429.55 Roundhouse	MP 430.10 west switch team track.	MP 535.50 east train yard switch.	.55	105.40	105.95	106	105	105.66	106
148	Sharon Springs	Ellis.....	Single	MP 429.55 Roundhouse	MP 429.00 east lead switch.	MP 303.90 west train yard switch.	.55	125.10	125.65	126	125	126 54	127
149	Ellis.....	Sharon Springs...	Single	MP 303.10 Roundhouse	MP 303.45 west lead switch.	MP 428.92 east train yard switch.	.35	125.47	125.82	126	125	126.54	127
150	Kansas City..	Jct. City...	Single	.....	.....	.....	.....	.....	.....	.....	.....	139.48	139
151	Armstrong.... Via Terminal Junction	Jct. City...	Single	MP 1.52 Spot Track Roundhouse	MP 2.45, new train yard, No. 8 track.	MP 137.91 east switch, leading to east yard.	1.80	135.46	137.26	137	135	.....	.....
151 A	Armstrong.... Via Mill Street	Jct. City... Crossover	Single	MP 1.52 Spot Track Roundhouse	MP 2.45 new train yard, No. 8 Track.	MP 137.91 east switch, leading to east yard.	1.00	135.46	136.46	136	135	.....	.....
152	Jct. City.....	Armstrong..	Single	MP 139.08 Spot Track Cinder Pit	MP 138.88 crossover No. 1 Track.	MP 4.18 CRI&P Junction.	1.20	134.70	135.90	136	135	.....	.....
153	Armstrong....	Topeka....	Single	MP 1.52 Spot Track Roundhouse	MP 2.45, new train yard, No. 8 track.	MP 68.07 CRI&P Junction.	1.80	66.00	67.80	100	100	.....	.....
154	Topeka.....	Armstrong..	Single	MP 67.59 Roundhouse	MP 69.00 Tie No. 2 west yard.	MP 4.18 CRI&P Junction.	1.41	64.80	66.21	100	100	.....	.....
155	Topeka.....	Mahanttan.	Single	MP 67.59 Roundhouse	MP 68.96 coal chute.	MP 119.06 east switch.	1.37	50.10	51.47	100	100	.....	.....
156	Manhattan...	Topeka....	Siugle	MP 119.07 Roundhouss	MP 119.15 switch west of roundhouse leading to main line.	MP 70.23 west switch.	.08	48.92	49.00	100	100	.....	.....
157	Topeka.....	Jct. City...	Single	MP 67.59 Roundhouse	MP 68.96 coal chute.	MP 137.91 east switch leading to east yard.	1.37	68.95	70.32	100	100	.....	.....
158	Jct. City.....	Topeka....	Single	MP 139.12 Cinder Pit	MP 138.38 east lead switch.	MP 70.23 west switch.	.91	68.15	69.06	100	100	.....	.....
159	Salina.....	Jct. City...	Double	.....	.....	.....	.....	.....	.....	.....	.....	94.24	120

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT: Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES: Distance 1 to 2 (4)	Distance 2 to 3 (5)	Distance 1 to 3 (6)	Allowed 1 to 3 (7)	Allowed 2 to 3 (8)	PASSENGER MILES: Actual (9)	Allowed (10)
KANSAS DIVISION—Continued													
160	Jct. City.....	Salina.....	Single	MP 139.12 Cinder Pit	MP 139.30 switch west end long new siding.	MP 184.56 east switch, east yard.	.35	45.26	45.61	100	100	.....	.....
161	Salina.....	Jct. City...	Single	MP 185.84 Round-house	MP 184.56 east switch, east yard.	MP 139.71 initial switch.	1.28	44.85	46.13	100	100	.....	.....
162	Salina.....	Jct. City...	Double	MP 185.84 Round-house	MP 184.56 east switch, east yard.	MP 184.56 east switch, east yard.	1.28	90.11	91.39	120	120	.....	.....
163	Salina.....	Beloit.....	Single	MP 185.84 Round-house	MP 184.56 east switch, east yard.	MP 57.40 station.	1.28	69.69	70.97	100	100	.....	.....
164	Beloit.....	Salina.....	Single	MP 57.40 opposite station	MP 57.40 opposite station.	MP 184.56 east switch, east yard.	.....	69.69	69.69	100	100	.....	.....
165	Jct. City.....	Ellis.....	Single	.....	.....	.....	.....	.....	.....	.....	.....	163.83	164
166	Ellis.....	Jct. City...	Single	.....	.....	.....	.....	.....	.....	.....	.....	163.83	164
167	Salina.....	Plainville...	Single	MP 185.84 Round-house	MP 185.54 Arthur Avenue.	MP 103.46 Passenger station.	.30	104.52	104.82	105	105	103.60	104
168	Plainville.....	Salina.....	Single	MP 103.35 Round-house lead	MP 103.46 Passenger station.	MP 0.00 Plainville Branch.	.11	103.46	103.57	104	103	103.60	104
169	Salina.....	Ellis.....	Single	MP 185.84 Round-house	MP 185.74 west lead switch.	MP 301.55 east train yard switch.	.10	115.81	115.91	116	116	.....	.....
170	Ellis.....	Salina.....	Single	MP 303.10 Round-house	MP 302.90 east switch old yards.	MP 187.20 Santa Fe Crossing.	.20	115.70	115.90	116	116	.....	.....
171	Salina.....	McPherson.	Double	MP 185.84 Round-house	MP 185.74 west lead switch.	MP .64 MoPac Crossing.	.10	69.48	69.58	100	100	.....	.....
172	Jct. City.....	Manhattan.	Double	MP 139.12 Cinder Pit	MP 138.38 east lead switch.	MP 137.91 east switch leading to east yard.	.91	38.17	39.08	100	100	.....	.....
173	Lawrence.....	Leavenworth	Double	MP 39.37 Round-house	MP 39.34 train yard opposite stock track.	MP 39.58 station.	1.01	68.06	69.07	100	100	.....	.....
174	Oakley.....	Plainville...	Single	MP 224.45 Round-house	MP 224.25 north wye switch.	MP 103.66 west passing track switch.	.60	121.19	121.79	122	121	121.80	122
175	Plainville.....	Oakley.....	Single	MP 103.35 Round-house lead	MP 103.85 east of west passing track switch.	MP 224.28 north wye switch.	.50	120.43	120.93	121	120	121.80	122
176	Armstrong.... Via Terminal J	Marysville.. unction	Single	MP 1.52 Spot Track Round-house	MP 2.45 new train yard, No. 8 track.	MP 112.96 east passing track switch.	1.80	145.64	147.44	147	146	.....	.....

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
KANSAS DIVISION—Continued													
176 A	Armstrong.... Via Mill Str	Marysville.. eet Crossover	Single	MP 1.52 Spot Track Round-house	MP 2.45 new train yard, No. 8 Track.	MP 112.96 east passing track switch.	1.00	145.64	146.64	147	146	.....	.....
177	Marysville....	Armstrong..	Single	MP 113.66 District Fore-man's office	MP 113.45 yard office.	MP 4.18 CRI&P Junction.	.40	144.40	144.80	145	144	.....	.....
178	Kansas City..	Marysville..	Single	.....	.....	.....	.....	.....	.....	.....	.....	148.31	148
179	Topeka.....	Marysville..	Single	MP 67.59 Round-house	MP 68.96 coal chute.	MP 112.96 east passing track switch.	1.37	79.14	80.51	100	100	.....	.....
180	Marysville....	Topeka....	Single	MP 113.66 District Fore-man's office	MP 113.45 yard office.	MP 70.23 west passing track switch.	.42	78.35	78.77	100	100	.....	.....
181	Beatrice.....	Manhattan.	Single	MP 96.46 Mechan ical Fore-man's office	MP 96.83 switch west passenger station.	MP 188.52 College Spur.	.37	90.42	90.79	100	100	.....	.....
182	Manhattan...	Beatrice....	Single	MP 189.16 Round-house	MP 189.38 train yard.	MP 96.91 6th Street Crossing.	.22	91.20	91.42	100	100	.....	.....
183	Marysville....	Manhattan.	Single	MP 133.72 District Fore-man's Office.	MP 133.93 Yard Office.	MP 188.52 College Spur.	.42	54.59	55.01	100	100	.....	.....
184	Manhattan...	Marysville..	Single	MP 189.16 Round-house	MP 189.38 Train Yard.	MP 134.43 Signal, Elm Street.	.22	54.90	55.12	100	100	.....	.....
185	Jct. City.....	Concordia..	Single	MP 139.12 Cinder Pit.	MP .36 Cinder Pit	MP 72.41 passing track switch.	.62	72.05	72.67	100	100	.....	.....
186	Concordia....	Jct. City...	Single	MP 72.73 Round-house	MP 72.43 pas-sengerstation.	MP .63 westleg of wyeswitch.	.25	71.80	72.05	100	100	.....	.....
187	St. Joseph....	Marysville.	Single	St. Joseph Termi-nal Ry. Round-house	MP .03 Yard Office.	MP 112.96 east passing track switch.	.80	112.93	113.73	114	113	.....	.....

TABULATION OF RUNS
FREIGHT and PASSENGER
(Subject to Change)

Run No.	From	To	Trip	FREIGHT Spot Track (1)	Departure Point (2)	Designated Arrival Point (3)	MILES Distance 1 to 2 (4)	2 to 3 (5)	1 to 3 (6)	Allowed 1 to 3 (7)	2 to 3 (8)	PASSENGER MILES Actual (9)	Allowed (10)
				KANSAS DIVISION—Continued									
188	Marysville....	St. Joseph..	Single	MP 113.66 District Foreman's Office.	MP 113.45 Yard Office.	MP .35 stop board east of bridge .37.	.42	113.10	113.52	114	113	.....	.....
189	Marysville....	Hastings...	Single	MP 113.74 Cinder Pit	MP 114.10 west lead switch.	MP 227.16 CB&Q Crossing.	.48	113.06	113.54	114	113	.....	.....
190	Hastings.....	Marysville.	Single	MP 1.28 eastlead coal chute.	MP 1.32 switch west of coal chute.	MP 114.22 switch at coal chute.	.04	114.42	114.46	114	114	.....	.....
191	Marysville....	Gr. Island..	Single	.....	.....	.....	.....	.....	.....	.....	.....	138.50	139
192	Gr. Island....	Marysville..	Single	.....	.....	.....	.....	.....	.....	.....	.....	138.50	139
193	Hastings.....	Gr. Island..	Double	MP 1.28 eastlead coal chute.	MP 1.32 switch west of coal chute.	MP 228.63 west wye switch.	.04	47.81	47.85	100	100	.....	.....
194	Beatrice.....	Marysville..	Single	MP 96.46 Mechanical Foreman's Office	MP 96.83 switch west of passenger station.	MP 133.08 stop board coal chute.	.37	34.98	35.35	100	100	.....	.....
195	Beatrice.....	Marysville..	Double	MP 96.46 Mechanical Foreman's Office	MP 96.83 switch west of passenger station.	MP 96.91 CRI&P Crossing.	.37	69.88	70.25	100	100	.....	.....

WEIGHT ON DRIVERS OF LOCOMOTIVES

(1) **Steam Locomotives:**

100,000-140,000 Pounds on Drivers: 1242, 1243, 3206.

140,000-170,000 Pounds: 400-477, 512, 513, (a)2894, 3134-3160, 3202, 3203, 3217-3223, 4244-4246, 4407-4480, 4600-4605, 4752, 4753, 4909-4928.

170,000-200,000 Pounds: 201-358, 478-498, 525-539, 560-622, 730-768, (b)2860-2889, (b)2897-2911, 3122, 3131, 3226, 3227, 6007-6080.

200,000-250,000 Pounds: 1902-1949, 2001-2033, 2100-2171, 2201-2298, 2302-2320, 2480-2499, 2504-2564, 2702-2733.

250,000-300,000 Pounds: 800-844, 5002-5039, 5083, 5300-5304, 5315, 5316, 5400-5414, 5501-5529, 7000-7039, 7850-7869.

300,000-350,000 Pounds: 5040-5082, 5084-5089, 5090-5097, 5307-5313, 5318.

350,000-400,000 Pounds: 9000-9087, 9500-9514.

400,000-450,000 Pounds: 3700-3717, 3800-3839, 3933-3999.

500,000-550,000 Pounds: 4000-4024.

(a) With oil burner.

(b) With BK or Duplex Stoker.

Mallet Locomotives:

275,000-500,000 Pounds: 3500-3568.

(2) **Turbine Electric Locomotives:**

550,000-600,000 Pounds: 51-60.

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 200 MILES IN LENGTH, ON SPEED BASIS OF 12½ MILES PER HOUR

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	8:00	134	10:43	167	13:22
101	8:05	135	10:48	168	13:26
102	8:10	136	10:53	169	13:31
103	8:14	137	10:58	170	13:36
104	8:19	138	11:02	171	13:41
105	8:24	139	11:07	172	13:46
106	8:29	140	11:12	173	13:50
107	8:34	141	11:17	174	13:55
108	8:38	142	11:22	175	14:00
109	8:43	143	11:26	176	14:05
110	8:48	144	11:31	177	14:10
111	8:53	145	11:36	178	14:14
112	8:58	146	11:41	179	14:19
113	9:02	147	11:46	180	14:24
114	9:07	148	11:50	181	14:29
115	9:12	149	11:55	182	14:34
116	9:17	150	12:00	183	14:38
117	9:22	151	12:05	184	14:43
118	9:26	152	12:10	185	14:48
119	9:31	153	12:14	186	14:53
120	9:36	154	12:19	187	14:58
121	9:41	155	12:24	188	15:02
122	9:46	156	12:29	189	15:07
123	9:50	157	12:34	190	15:12
124	9:55	158	12:38	191	15:17
125	10:00	159	12:43	192	15:22
126	10:05	160	12:48	193	15:26
127	10:10	161	12:53	194	15:31
128	10:14	162	12:58	195	15:36
129	10:19	163	13:02	196	15:41
130	10:24	164	13:07	197	15:46
131	10:29	165	13:12	198	15:50
132	10:34	166	13:17	199	15:55
133	10:38			200	16:00

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 216 MILES IN LENGTH, ON SPEED BASIS OF 20 MILES PER HOUR

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
100	5:00	139	6:57	178	8:54
101	5:03	140	7:00	179	8:57
102	5:06	141	7:03	180	9:00
103	5:09	142	7:06	181	9:03
104	5:12	143	7:09	182	9:06
105	5:15	144	7:12	183	9:09
106	5:18	145	7:15	184	9:12
107	5:21	146	7:18	185	9:15
108	5:24	147	7:21	186	9:18
109	5:27	148	7:24	187	9:21
110	5:30	149	7:27	188	9:24
111	5:33	150	7:30	189	9:27
112	5:36	151	7:33	190	9:30
113	5:39	152	7:36	191	9:33
114	5:42	153	7:39	192	9:36
115	5:45	154	7:42	193	9:39
116	5:48	155	7:45	194	9:42
117	5:51	156	7:48	195	9:45
118	5:54	157	7:51	196	9:48
119	5:57	158	7:54	197	9:51
120	6:00	159	7:57	198	9:54
121	6:03	160	8:00	199	9:57
122	6:06	161	8:03	200	10:00
123	6:09	162	8:06	201	10:03
124	6:12	163	8:09	202	10:06
125	6:15	164	8:12	203	10:09
126	6:18	165	8:15	204	10:12
127	6:21	166	8:18	205	10:15
128	6:24	167	8:21	206	10:18
129	6:27	168	8:24	207	10:21
130	6:30	169	8:27	208	10:24
131	6:33	170	8:30	209	10:27
132	6:36	171	8:33	210	10:30
133	6:39	172	8:36	211	10:33
134	6:42	173	8:39	212	10:36
135	6:45	174	8:42	213	10:39
136	6:48	175	8:45	214	10:42
137	6:51	176	8:48	215	10:45
138	6:54	177	8:51	216	10:48

TABLE OF MILEAGE ON ACTUAL MINUTE BASIS FOR 12½ MILES PER HOUR AT RATE OF TIME AND ONE-HALF TIME.

1″ to 40″	41″ to 1′20″	1′21″ to 2′00″	2′01″ to 2′40″	2′41″ to 3′20″	3′21″ to 4′00″
1″–	41″–13	1′21″–25	2′01″–38	2′41″–50	3′21″–63
2″– 1	42″–13	1′22″–26	2′02″–38	2′42″–51	3′22″–63
3″– 1	43″–13	1′23″–26	2′03″–38	2′43″–51	3′23″–63
4″– 1	44″–14	1′24″–26	2′04″–39	2′44″–51	3′24″–64
5″– 2	45″–14	1′25″–27	2′05″–39	2′45″–52	3′25″–64
6″– 2	46″–14	1′26″–27	2′06″–39	2′46″–52	3′26″–64
7″– 2	47″–15	1′27″–27	2′07″–40	2′47″–52	3′27″–65
8″– 2	48″–15	1′28″–27	2′08″–40	2′48″–52	3′28″–65
9″– 3	49″–15	1′29″–28	2′09″–40	2′49″–53	3′29″–65
10″– 3	50″–16	1′30″–28	2′10″–41	2′50″–53	3′30″–66
11″– 3	51″–16	1′31″–28	2′11″–41	2′51″–53	3′31″–66
12″– 4	52″–16	1′32″–29	2′12″–41	2′52″–54	3′32″–66
13″– 4	53″–17	1′33″–29	2′13″–42	2′53″–54	3′33″–67
14″– 4	54″–17	1′34″–29	2′14″–42	2′54″–54	3′34″–67
15″– 5	55″–17	1′35″–30	2′15″–42	2′55″–55	3′35″–67
16″– 5	56″–17	1′36″–30	2′16″–42	2′56″–55	3′36″–67
17″– 5	57″–18	1′37″–30	2′17″–43	2′57″–55	3′37″–68
18″– 6	58″–18	1′38″–31	2′18″–43	2′58″–56	3′38″–68
19″– 6	59″–18	1′39″–31	2′19″–43	2′59″–56	3′39″–68
20″– 6	1′00″–19	1′40″–31	2′20″–44	3′00″–56	3′40″–69
21″– 7	1′01″–19	1′41″–32	2′21″–44	3′01″–57	3′41″–69
22″– 7	1′02″–19	1′42″–32	2′22″–44	3′02″–57	3′42″–69
23″– 7	1′03″–20	1′43″–32	2′23″–45	3′03″–57	3′43″–70
24″– 7	1′04″–20	1′44″–32	2′24″–45	3′04″–57	3′44″–70
25″– 8	1′05″–20	1′45″–33	2′25″–45	3′05″–58	3′45″–70
26″– 8	1′06″–21	1′46″–33	2′26″–46	3′06″–58	3′46″–71
27″– 8	1′07″–21	1′47″–33	2′27″–46	3′07″–58	3′47″–71
28″– 9	1′08″–21	1′48″–34	2′28″–46	3′08″–59	3′48″–71
29″– 9	1′09″–22	1′49″–34	2′29″–47	3′09″–59	3′49″–72
30″– 9	1′10″–22	1′50″–34	2′30″–47	3′10″–59	3′50″–72
31″–10	1′11″–22	1′51″–35	2′31″–47	3′11″–60	3′51″–72
32″–10	1′12″–22	1′52″–35	2′32″–47	3′12″–60	3′52″–72
33″–10	1′13″–23	1′53″–35	2′33″–48	3′13″–60	3′53″–73
34″–11	1′14″–23	1′54″–36	2′34″–48	3′14″–61	3′54″–73
35″–11	1′15″–23	1′55″–36	2′35″–48	3′15″–61	3′55″–73
36″–11	1′16″–24	1′56″–36	2′36″–49	3′16″–61	3′56″–74
37″–12	1′17″–24	1′57″–37	2′37″–49	3′17″–62	3′57″–74
38″–12	1′18″–24	1′58″–37	2′38″–49	3′18″–62	3′58″–74
39″–12	1′19″–25	1′59″–37	2′39″–50	3′19″–62	3′59″–75
40″–12	1′20″–25	2′00″–37	2′40″–50	3′20″–62	4′00″–75

TABLE OF MILEAGE ON ACTUAL MINUTE BASIS FOR 12½ MILES PER HOUR AT RATE OF TIME AND ONE-HALF TIME.

4′01″ to 4′40″	4′41″ to 5′20″	5′21″ to 6′00″	6′01″ to 6′40″	6′41″ to 7′20″	7′21″ to 8′00″
4′01″–75	4′41″–88	5′21″–100	6′01″–113	6′41″–125	7′21″–138
4′02″–76	4′42″–88	5′22″–101	6′02″–113	6′42″–126	7′22″–138
4′03″–76	4′43″–88	5′23″–101	6′03″–113	6′43″–126	7′23″–138
4′04″–76	4′44″–89	5′24″–101	6′04″–114	6′44″–126	7′24″–139
4′05″–77	4′45″–89	5′25″–102	6′05″–114	6′45″–127	7′25″–139
4′06″–77	4′46″–89	5′26″–102	6′06″–114	6′46″–127	7′26″–139
4′07″–77	4′47″–90	5′27″–102	6′07″–115	6′47″–127	7′27″–140
4′08″–77	4′48″–90	5′28″–102	6′08″–115	6′48″–127	7′28″–140
4′09″–78	4′49″–90	5′29″–103	6′09″–115	6′49″–128	7′29″–140
4′10″–78	4′50″–91	5′30″–103	6′10″–116	6′50″–128	7′30 –141
4′11″–78	4′51″–91	5′31″–103	6′11″–116	6′51″–128	7′31″–141
4′12″–79	4′52″–91	5′32″–104	6′12″–116	6′52″–129	7′32″–141
4′13″–79	4′53″–92	5′33″–104	6′13″–117	6′53″–129	7′33″–142
4′14″–79	4′54″–92	5′34″–104	6′14″–117	6′54″–129	7′34″–142
4′15″–80	4′55″–92	5′35″–105	6′15″–117	6′55″–130	7′35–″142
4′16″–80	4′56″–92	5′36″–105	6′16″–117	6′56″–130	7′36″–142
4′17″–80	4′57″–93	5′37″–105	6′17″–118	6′57″–130	7′37″–143
4′18″–81	4′58″–93	5′38″–106	6′18″–118	6′58″–131	7′38″–143
4′19″–81	4′59″–93	5′39″–106	6′19″–118	6′59″–131	7′39″–143
4′20″–81	5′00″–94	5′40″–106	6′20″–119	7′00″–131	7′40″–144
4′21″–82	5′01″–94	5′41″–107	6′21″–119	7′01″–132	7′41″–144
4′22″–82	5′02″–94	5′42″–107	6′22″–119	7′02″–132	7′42″–144
4′23″–82	5′03″–95	5′43″–107	6′23″–120	7′03″–132	7′43″–145
4′24″–82	5′04″–95	5′44″–107	6′24″–120	7′04″–132	7′44″–145
4′25″–83	5′05″–95	5′45″–108	6′25″–120	7′05″–133	7′45″–145
4′26″–83	5′06″–96	5′46″–108	6′26″–121	7′06″–133	7′46″–146
4′27″–83	5′07″–96	5′47″–108	6′27″–121	7′07″–133	7′47″–146
4′28″–84	5′08″–96	5′48″–109	6′28″–121	7′08″–134	7′48″–146
4′29″–84	5′09″–97	5′49″–109	6′29″–122	7′09″–134	7′49″–147
4′30″–84	5′10″–97	5′50″–109	6′30″–122	7′10″–134	7′50″–147
4′31″–85	5′11″–97	5′51″–110	6′31″–122	7′11″–135	7′51″–147
4′32″–85	5′12″–97	5′52″–110	6′32″–122	7′12″–135	7′52″–147
4′33″–85	5′13″–98	5′53″–110	6′33″–123	7′13″–135	7′53″–148
4′34″–86	5′14″–98	5′54″–111	6′34″–123	7′14″–136	7′54″–148
4′35″–86	5′15″–98	5′55″–111	6′35″–123	7′15″–136	7′55″–148
4′36″–86	5′16″–99	5′56″–111	6′36″–124	7′16″–136	7′56″–149
4′37″–87	5′17″–99	5′57″–112	6′37″–124	7′17″–137	7′57″–149
4′38″–87	5′18″–99	5′58″–112	6′38″–124	7′18″–137	7′58″–149
4′39″–87	5′19″–100	5′59″–112	6′39″–125	7′19″–137	7′59″–150
4′40″–87	5′20″–100	6′00″–112	6′40″–125	7′20″–137	8′00″–150