

AGREEMENT

between the

**UNION PACIFIC RAILROAD
COMPANY**

NORTHWESTERN DISTRICT

and the

**BROTHERHOOD OF LOCOMOTIVE
FIREMEN AND ENGINEMEN**

**Governing Wages and Working Conditions of
Locomotive Firemen, Hostlers
and Hostler Helpers**



Effective July 1, 1946

UNION PACIFIC RAILROAD COMPANY

NORTHWESTERN DISTRICT

AGREEMENT APPLIES TO

The following articles constitute an agreement by and between the Union Pacific Railroad Company, Northwestern District, and the Brotherhood of Locomotive Firemen and Enginemen on behalf of the firemen, hostlers and hostler helpers employed by said Company

Enginemen: Where the word "firemen" appears in this schedule, it is understood to mean firemen or helpers.

Helpers: The term "helper" as used in this schedule will be understood to mean the second man employed on electric locomotives or other than steam power.

ARTICLE 1—RATES OF PAY IN GENERAL

Sec. 1. Two or More Locomotives on One Trip: When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

Sec. 2. Two or More Classes of Service: 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.

Sec. 3. Locomotives Equipped With Boosters: 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. 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.

Sec. 4. **Rates for New Type Locomotive:** If a type of locomotive is introduced on this railroad which formerly was not in use on this railroad, and the rates herein provided are less than those in effect on other roads in this territory, the rates of the other roads shall be applied.

Sec. 5. (Quoted from agreement signed at Chicago, November 27, 1943, by authorized Western Conference Committee and Brotherhood of Locomotive Firemen and Enginemen):

(a) A fireman, or a helper, taken from the seniority ranks of the firemen, shall be employed on all locomotives; provided that the term "locomotives" does not include any of the following:

1. Diesel-electric, oil-electric, gas-electric, other internal combustion, steam-electric, or electric, of not more than 90,000 pounds weight on drivers in service performed by yard crews within designated switching limits.

2. Electric car service, operated in single or multiple units.

3. Gasoline, Diesel-electric, gas-electric, oil-electric, or other rail motor cars, which are self-propelled units (sometimes handling additional cars) but distinguished from locomotives in having facilities for revenue lading or passengers in the motor car; except that new rail motor cars installed after March 15, 1937, which weigh more than 90,000 pounds on drivers shall be considered "locomotives."

If the power plants of existing rail motor cars be made more powerful by alteration, renewal, replacement, or any other method, to the extent that more trailing units can be pulled than could have been pulled with the power plants which were in the rail motor cars on March 15, 1937, such motor cars, if then weighing more than 90,000 pounds on drivers shall be considered "locomotives."

4. Self-propelled machines used in maintenance of way, maintenance of equipment, stores department, and construction work, such as locomotive cranes, ditchers, clam-shells, pile-drivers, scarifiers, wrecking derricks, weed burners, and other self-propelled equipment or machines. This will not prejudice local handling on individual railroads where disputes arise as to whether or not the character of work performed by these devices constitutes road or yard engine service.

(b) On multiple-unit Diesel-electric locomotives in high-speed, streamlined, or main line through passenger trains, a fireman (helper) shall be in the cab at all times when the train is in motion. If compliance with the foregoing requires the service of an additional fireman (helper) on such trains to perform the work customarily done by firemen (helpers), he shall be taken from the seniority ranks of the firemen, in which event the working conditions and rates of pay of each fireman shall be those which are specified in the firemen's schedule. The rates of pay shall be determined by the weight on drivers of the combined units.

(Note: The term "main line through passenger trains" includes only trains which make few or no stops.)

Nothing contained herein requires the assignment of an additional or second fireman (helper) on multiple-unit Diesel-electric locomotives operated in other classes of service, but should there be added a man to perform the work customarily performed by firemen (helpers) such man shall also be taken from the seniority ranks of the firemen and his working conditions and rates of pay shall be those which are specified in the Firemen's Schedule. The rates of pay shall be determined by the weight on drivers of the combined units.

Nothing contained herein requires the assignment of an additional or second fireman (helper) on straight electric locomotives in multiple-unit operation.

(c) Existing rates of pay which are higher than those herein provided shall not be reduced. If a rate higher than that provided by this agreement is in effect by reason of some special agreement with individual carriers, such higher rate shall continue to be paid but need not be increased.

(d) Existing differentials for divisions or portions thereof, or mountain or desert territory as compared with valley territory, whether expressed in the rates or in constructive mileage allowances, shall be preserved.

Sec. 6. TABLE OF DAILY RATES.

Weight on Drivers (Pounds)	PASSENGER SERVICE Steam Firemen and Diesel-Electric Helpers			FREIGHT per Art. 5, Sec. 1 Steam Firemen and Diesel-Electric Helpers			FREIGHT per Art. 5, Sec. 3 Steam Firemen and Diesel-Electric Helpers		
	Coal and Diesel-Electric	Oil	Electric Helpers	Coal and Diesel-Electric	Oil	Electric Helpers	Coal and Diesel-Electric	Oil	Electric Helpers
Less than 80,000..	\$8.30	\$8.30	\$8.30	\$8.78	\$8.78	\$8.78	\$9.18	\$9.18	\$9.18
80,000 to 100,000	8.39	8.31	8.30	8.86	8.78	8.78	9.26	9.18	9.18
100,000 to 140,000	8.47	8.47	8.47	9.03	8.92	8.94	9.43	9.32	9.34
140,000 to 170,000	8.65	8.58	8.47	9.21	9.10	8.94	9.61	9.50	9.34
170,000 to 200,000	8.73	8.66	8.55	9.38	9.27	9.02	9.78	9.67	9.42
200,000 to 250,000	8.82	8.74	8.65	9.55	9.43(4)	9.10	9.95	9.83(4)	9.50
250,000 to 300,000	8.82	8.74	8.65	9.72	9.72	9.10	10.12	10.12	9.50
300,000 to 350,000	8.90	8.82	8.73	9.99	9.99	9.26	10.39	10.39	9.66
350,000 to 400,000	8.99	8.91	8.73	10.07	10.07	9.26	10.47	10.47	9.66
400,000 to 450,000	9.08	9.00	8.82	10.23	10.23	9.42	10.63	10.63	9.82
450,000 to 500,000	9.16	9.08	8.82	10.39	10.39	9.42	10.79	10.79	9.82
500,000 to 550,000	9.25	9.17	8.90	10.55	10.55	9.58	10.95	10.95	9.98
550,000 to 600,000	9.33	9.25	8.90	10.71	10.71	9.58	11.11	11.11	9.98
600,000 to 650,000	9.41	9.33	9.00	10.87	10.87	9.74	11.27	11.27	10.14
650,000 to 700,000	9.49	9.41	9.00	11.03	11.03	9.74	11.43	11.43	10.14
700,000 to 750,000	9.57	9.49	9.08	11.19	11.19	9.94	11.59	11.59	10.34
750,000 to 800,000	9.65	9.57	9.08	11.35	11.35	9.94	11.75	11.75	10.34
800,000 to 850,000	9.73	9.65	9.17	11.51	11.51	10.06	11.91	11.91	10.46
850,000 to 900,000	9.81	9.73	9.17	11.67	11.67	10.06	12.07	12.07	10.46

With 8 cents added for each additional 50,000 lbs. or fraction thereof.

With 8 cents added for each additional 100,000 lbs. or fraction thereof.

With 16 cents added for each additional 50,000 lbs. or fraction thereof.

With 16 cents added for each additional 100,000 lbs. or fraction thereof.

For weights not shown above, add 40 cents to rate determined for Freight, Article 5, Section 1.

(Continued on next page.)

Sec. 6. TABLE OF DAILY RATES (Continued).

MALLETS Weight on Drivers (Pounds)	PASSENGER SERVICE Steam Firemen and Diesel-Electric Helpers		FREIGHT per Art. 5, Sec. 1 Steam Firemen and Diesel-Electric Helpers		FREIGHT per Art. 5, Sec. 3 Steam Firemen and Diesel-Electric Helpers	
	Coal and Diesel-Electric	Oil	Coal and Diesel-Electric	Oil	Coal and Diesel-Electric	Oil
Less than 275,000*			\$10.07	\$10.07	\$10.47	\$10.47
275,000 to 500,000*			10.40	10.40	10.80	10.80
Less than 500,000†	\$9.59	\$9.49				
500,000 to 550,000	9.68	9.58	10.56	10.56	10.96	10.96
550,000 to 600,000	9.76	9.66	10.72	10.72	11.12	11.12
600,000 to 650,000	9.84	9.74	10.88	10.88	11.28	11.28
650,000 to 700,000	9.92	9.82	11.04	11.04	11.44	11.44
700,000 to 750,000	10.00	9.90	11.20	11.20	11.60	11.60
750,000 to 800,000	10.08	9.98	11.36	11.36	11.76	11.76
800,000 to 850,000	10.16	10.06	11.52	11.52	11.92	11.92
850,000 to 900,000	10.24	10.14	11.68	11.68	12.08	12.08

* Freight only.
† Passenger only.

With 8 cents added for each additional 50,000 lbs. or fraction thereof.

With 16 cents added for each additional 50,000 lbs. or fraction thereof.

For weights not shown above, add 40 cents to rate determined for Freight, Article 5, Section 1.

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Note (1) — 4-8-4 (800 series) and 2-10-4 Type Locomotives: Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purpose by being moved into the next higher wage bracket. This applies to present 800-series locomotives, making following rates effective:

	Coal	Oil
Passenger.....	\$ 8.90	\$ 8.82
Freight.....	9.99	9.99
Local.....	10.39	10.39

Note (2) — 2-10-2 and Mountain Type Locomotives: In the territory Rieth and Huntington, Pendleton and Starbuck, the following rates apply for the Mountain and 2-10-2 types of locomotives:

Weights
on Drivers

250,000	}	Passenger \$9.54
		Freight, runs of 100 miles or less \$10.01,
to	}	Local \$10.41
300,000		Freight, runs of over 100 miles \$10.34,
	}	Local \$10.74
300,000		}
	Freight, runs of 100 miles or less \$10.26,	
to	}	Local \$10.66
350,000		Freight, runs of over 100 miles \$10.59,
	}	Local \$10.99
350,000		}
	Freight, runs of 100 miles or less \$10.33,	
to	}	Local \$10.73
400,000		Freight, runs of over 100 miles \$10.66,
	}	Local \$11.06

Note (3)—Engines With Cylinders 24 Inches or Over: On simple engines with cylinders 24 inches or over in diameter, the rate for firemen for all districts shall be \$9.09 per hundred miles in passenger service and \$9.54 per hundred miles in freight service, unless the weights on drivers produce a higher rate.

Note (4)—Oil Differential Freight Service: Oil differential in freight service not to apply on locomotives weighing over 215,000 lbs. on drivers.

Note (5)—On engines 700 to 718, inclusive, and engine 724, firemen in service covered by Article 5, Section 1, between Portland and Seattle will be paid: coal, 9.28 cents per mile, \$9.28 per day; oil, 9.07 cents per mile, \$9.07 per day.

Sec. 7. Hourly Rates, How Determined: In determining hourly rates, fractions less than one-half cent will be dropped, one-half cent or over will be counted as next higher cent.

ARTICLE 2—PASSENGER SERVICE

Sec. 1. **Constructive Mileage, Passenger:** Firemen on engines used in passenger service within districts named below, will be allowed six (6) constructive miles. If more than one trip is made over the entire district, six (6) constructive miles will be allowed for each trip:

Durkee and Baker,
Hilgard and Duncan,
Downing and Barrett,
Alto and Starbuck.

Sec. 2. **Earnings, Passenger Service:**

(a) In all passenger service, the earnings from mileage, overtime or other rules applicable for each day service is performed, shall not be less than \$9.04 for firemen.

(b) In applying the \$9.04 minimum for firemen in passenger service, 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.

(c) 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 turnaround trip.

(d) On the same division, other crews double 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.

Sec. 3. **Streamliner Train Service:**

(a) **Rates of Pay:** Rates of pay of helpers on streamliner trains will be rates shown in Table of Daily Rates, according to weights on drivers, passenger service.

(b) **Qualifying:** Firemen desiring to qualify for streamliner service will be permitted to do so in the order of their seniority and a sufficient number will be permitted to qualify to properly man and protect the service. Firemen will be paid at the rate of \$8.43 per day of 8 hours or less, no overtime, for each trip or for each day lost in connection with qualifying. This allowance will be paid regardless of mileage made while under instructions. Firemen who do not elect to qualify in the order of their seniority when bulletin is posted

for a fireman or firemen to qualify for this service, will not be entitled to pay for subsequently qualifying.

(c) **Remaining in Streamliner Service:** Fireman assigned to streamliner service will be required to remain in such service until they have completed a period of three calendar months and will not be subject to displacement under provisions of the Firemen's Schedule, nor required to comply with Article 40, Section 8 for that period.

Note: It is understood the four periods in the year of three calendar months each will commence January 1st, April 1st, July 1st, and October 1st.

(d) **Assignments:** To handle the present streamliner service, firemen will be assigned as helpers on streamliner trains between Huntington and Pendleton and between Pendleton and Portland. Positions of helpers will be bulletined and assignments will be made so newly assigned helpers will take the runs on the first eastward trip from Portland or Pendleton in January, April, July, or October, and senior firemen or helpers making application will be assigned. Permanent vacancies occurring during the three-months' period will be bulletined for the remainder of that three-month period. Firemen who have qualified for this service under Paragraph (b) of this rule will be given first consideration and senior fireman of those qualified will be assigned; except that a senior fireman who was prevented from previously qualifying account working as an engineer and who bids on regular bulletin, advertising a vacancy on these runs, after being demoted, will be assigned if he is the senior bidder and will be paid for qualifying in accordance with Paragraph (b) of this rule. It is understood there is nothing in this agreement to be construed as curtailing the privilege of the Company to cancel assignments by reason of undue interruptions of traffic or other causes making cancellation advisable.

(e) **Salary:** Firemen assigned to streamliner service will be paid a monthly salary equivalent to 4000 miles per month between Huntington and Pendleton and 4500 miles per month between Pendleton and Portland at the rate per paragraph (a) to cover all services rendered, and may be used for additional or extra streamliner train service without additional compensation up to the mileage of the above salary and will be paid for any additional streamliner service at the rate per paragraph (a).

(f) **Held for Extra or Additional Streamliner Service:** If firemen assigned to streamliner service between Huntington and Pendleton are to be held for extra service out of Huntington and if firemen assigned to streamliner service between Pendleton and Portland are to be held for extra service out of Pendleton, they shall be so informed before departure of the first regular passenger train on which they could return home.

(g) **Filling Temporary Vacancies—How Paid:** In filling temporary vacancies as helpers in streamliner train service, the senior available fireman qualified per paragraph (b) will be used. If firemen who have made trips as helper are not available, the senior pool freight fireman available will be used for such an emergency trip or until a qualified fireman is available. After ten days, a senior available qualified fireman will be entitled to the run upon written application and will hold it until the regular man returns or is displaced by a senior qualified fireman or it is filled by bulletin. When a relief fireman is used to take the place of one of the assigned helpers in streamliner service, the pay of the relief fireman shall be determined by the relationship the number of trips made by him bears to the total number of trips of the assignment for that month. If there are five round trips to be made during that month, each round trip will represent one-fifth of the monthly salary specified in paragraph (e), each one-way trip would represent one-tenth, and so on.

(h) **General:** This agreement is made to take care of these particular streamliner train service assignments and shall not constitute a precedent for any other situation. It is understood that should steam service be operated in lieu of streamliner service and train is operated with steam engine, instead of multiple-unit Diesel-electric service, the assigned fireman will be used on the steam engine, but if Diesel-electric unit is attached to the train, the assigned fireman will remain with the regular power unit and another fireman used on the steam engine. In the event that streamliner service is established to operate a greater number of trips in either of the above-named territories and earnings under application of rules provided for passenger service in this schedule exceed the monthly guarantees provided herein, payment will be made to crews in streamliner service in accordance with provisions of the schedule for passenger service. Helpers regularly assigned to streamliner train service and relief men working on such runs will be permitted to go home

between trips, provided they return and are available in ample time to protect their run, such deadheading to be on their own time and without expense to the Company.

Sec. 4. 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, time-tables, 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 messenger 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 firemen

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 Local Freight Rates Apply: When freight rates apply under the provisions of this agreement and the total weight of shipments loaded or unloaded between crew's terminals amount to 2500 pounds or more, local rates will apply.

ARTICLE 3—BASIC DAY

Passenger Basis: One hundred miles or less (straight-away or turn-around), five hours or less, except as provided in Article 4, Section 1, 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.

ARTICLE 4—OVERTIME

Sec. 1. Short Turn-Around Passenger Runs—Overtime: 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 eight hours (computed on each run from the time required to report for duty to the end of that run), within ten consecutive hours; and also for all time in excess of ten consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

For calculating overtime under this rule, the management may designate the initial trip. Overtime to be calculated at 1/5th of the daily rate.

Note: This rule also applies to extra and unassigned service, in which case call shall specify whether crew is to be paid on turn-around or straightaway basis.

Note: The provisions of this section require the payment of miles in excess of 100 miles in addition to overtime on short turn-around passenger runs.

Sec. 2. Overtime, Other Passenger Runs: Firemen on other passenger runs shall be paid overtime on a speed basis of twenty miles per hour computed continuously from the time required to report for duty until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of five hours from the time of first reporting for duty.

Sec. 3. Overtime Rates, Passenger: All passenger overtime will be paid for at one-fifth (1/5th) of the daily rate, computed on the minute basis, according to class of engine.

Sec. 4. Passenger Trains Defined: Passenger trains are those composed exclusively of passenger equipment, including baggage, mail and express or similar head-end cars equipped with communicating signal and steam heat connections. Caboose handled on passenger trains will not change classification from that of a passenger train.

Sec. 5. Caboose on Passenger Trains: Where cabooses are handled on passenger trains and passenger engine crews are required to switch cabooses on or off of passenger trains, freight rates of pay will be allowed.

Sec. 6. (a) Light Engine Movements Combined With Service: Firemen handling light engines in combination with service on passenger trains will be paid for entire service at passenger rates.

(b) Other Light Engine Movements: Other light engine movements, including those in connection with helper service, will be paid freight rates.

(c) Movement of Engines With Passenger-Equipped Car: Movement of an engine from terminal to terminal with a passenger-equipped car for train crew to ride in will be classed as a freight movement.

FREIGHT SERVICE

ARTICLE 5—RATES OF PAY

Sec. 1. Rates of Pay, Freight and Miscellaneous Service: Rates for firemen in through and irregular freight, pusher, helper, mine run or roustabout, belt line or transfer, wreck, work, construction, snow-plow, circus trains, trains established for the exclusive purpose of handling milk and all other unclassified service shall be as set forth in Article 1, Section 6.

Sec. 2. (a) Constructive Mileage Freight Service: Firemen on engines used in road freight or mixed train service within districts named below, will be allowed twelve (12) constructive miles. If more than one trip is made over the entire district, twelve (12) constructive miles will be allowed for each trip, except between Wallace and Burke allowance will be in accordance with paragraph (b) of this Section.

Durkee and Baker,
Hilgard and Duncan,
Downing and Barrett,
Alto and Starbuck,
Wallace and Burke.

(b) Constructive Mileage, Helper Service: Firemen on engines used in pusher or mountain helper service working on the districts enumerated in this rule will receive twelve (12) constructive miles for each day of eight (8) hours or less and pro rata for time in excess of eight (8) hours. This allowance will also apply to freight service operated between Wallace and Burke.

(c) Constructive Mileage, Work Train Service: Firemen in work train service within districts named above, will be allowed twelve (12) constructive miles for each trip over the entire district. When working four (4) hours or more within, or running within district 50% or more of the straightaway mileage of the district, will be allowed twelve (12) constructive miles. Where less than four (4) hours are worked within the district, or where run less than 50% of the straightaway mileage within district, no constructive mileage will be allowed.

Sec. 3. Local or Way Freight Differential: For local or way freight service, 40 cents per 100 miles or less for firemen, shall be added to the through freight

rates, according to class of engine; miles over 100 to be paid for pro rata.

Sec. 4. (a) **Conversion Rule:** Crews in through freight service, doing local work, viz., loading and/or unloading a total of 2500 pounds or more of merchandise, loading and/or unloading 5 or more cars of livestock, picking up and/or setting out at 3 or more stations (exclusive of cases on a straightaway trip where the entire train is set out or picked up on or from a single track), or where general switching (cars to be picked up and/or set out are in seven or more places) is necessary at any station in order to get pick-ups or make set-outs, the placing to spot of car or cars that were not a part of the train of the handling crew nor incidental to the respotting of cars in making pick-up or set-outs, from their train, or where required to load stock or switch out cars to be picked up by another crew, will be paid local rates for the trip. Crews receiving instructions to stop and brass a car set out by another train, leaving it to be picked up by some other train, will be paid local rates for the trip.

EXAMPLES

Question No. 1:

Does the 2500-pound minimum mean the total loaded and/or unloaded from terminal to terminal on the trip?

Answer:

Yes.

Question No. 2:

Does "merchandise" mean non-revenue as well as revenue freight?

Answer:

Yes.

Question No. 3:

Does loading and/or unloading 5 or more cars of livestock mean at one place, or does it mean from terminal to terminal?

Answer:

From terminal to terminal.

Question No. 4:

In picking up or setting out at 3 or more stations, does this include initial and final terminal?

Answer:

No. Picking up or setting out at initial or final terminals is not to be considered.

Question No. 5:

At a station enroute there are 16 cars on a track and 7 are to be picked up. Each car of pick-up is behind one car that remains, thus requiring 7 switches to get the 7 cars to be picked up. Would this require payment of local rate?

Answer:

Yes.

Question No. 6:

Cars to be picked up at a station are on 3 tracks. 2 first out on Track No. 1; 1 behind 8, 1 behind 6, and 1 behind 3 on Track No. 2; and 1 behind 10, 2 behind 7, and car first out on Track No. 3. 9 cars in 7 different places. Should local rate be paid?

Answer:

Yes.

Question No. 7:

Does a combination of setting out 3 cars in train to separate spots for each car plus a pick-up of 4 cars from 4 different places warrant payment of local rate?

Answer:

Yes, if work performed is at the same station.

Question No. 8:

Does a set-out of 2 cars from 2 different places in the train plus a pick-up of 5 cars from 5 different places warrant payment of local rate?

Answer:

Yes, if work performed is at the same station.

Question No. 9:

At a station, crew is directed to move a car from one track to another for loading or unloading. Should local rate be paid?

Answer:

Yes.

Question No. 10:

Car from train is to be spotted behind several other cars which are on spot, thus necessitating the respotting of these cars at identically the same spot. Does this work warrant payment of local rate?

Answer:

No.

Question No. 11:

Under Question No. 10, the set-out is to be placed on top of the car on spot and all shoved to the next spot. Should local rate be paid?

Answer:

Yes, if cars are shoved to a new spot of definite location such as a door or similar fixed location.

(b) **Local Rate for Crew as a Unit:** On all runs for which any member of the crew is paid the local freight rate, local freight rate will be paid to the fireman.

(c) **Morning Start Where Practicable:** Local freight trains will be started between the hours of 5:00 A.M. and 10:00 A.M. where practicable.

(d) **Designated Locals:** So far as possible, local freight work will be confined to designated local freight trains, and firemen handling such trains will be paid the local freight rates.

(e) **Local Rate To Not Less Than One Train Each Direction Daily:** In territory where no designated local freight trains are operated, not less than one freight engine crew in each direction, each calendar day freight service is operated, will be paid the local freight rate.

Sec. 5. (a) **Traveling Switcher Assignments:** Traveling switcher assignments may be made combining road service and yard service provided all of such service is performed within a zone extending twenty-five (25) miles in each direction from the home terminal. Firemen in such service will be paid local freight rates according to class of engine. One hundred (100) miles or less, eight (8) hours or less, to constitute a day, overtime to be computed on the minute basis at the overtime rate; time to be computed continuously from the time required to report for duty until released from duty. If required to depart from home terminal after having been on duty eight (8) hours, or after having run one hundred (100) miles, a new day will begin. Such assignments will not be established out of Argo, Albina, The Dalles, Rieth, LaGrande, Huntington, or Spokane, except by agreement between the Management and representatives of the employes concerned.

(b) **How Bulletined and Assigned:** All new and vacant runs will be bulletined for six (6) days. Bulletin will definitely specify the terminal of the assignment and time fixed to begin work. When starting time of a run is changed, the run will be rebulletined for seniority choice. Rights to runs will be governed by seniority. Applications for runs will be made, in writing, to Superintendent.

(c) **Traveling Switcher Used Outside of Assigned**

Territory: Firemen in traveling switcher service used outside of their assigned territory will be allowed a minimum of 100 miles therefor at the rate and under the rules governing the service performed on the extra trip but such time or miles will not be used in computing time on the assignment.

ARTICLE 6—ELECTRIC OR OTHER POWER

Electric or Other Power: Whenever electric or other power is installed as a substitute for steam, locomotive firemen shall have preference for position as firemen or helpers on electric locomotives but these rights shall not operate to displace any men holding such positions on April 10, 1919.

ARTICLE 7—BASIC DAY AND OVERTIME

Sec. 1. Basis of Day: In all classes of service covered by Article 5, 100 miles or less, eight hours or less (straightaway or turn-around), shall constitute a day's work, miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

Sec. 2. Overtime Basis, Freight and Miscellaneous Service: On runs of 100 miles or less, overtime will begin at 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 $12\frac{1}{2}$. Overtime shall be paid for on the minute basis at an hourly rate of three-sixteenths of the daily rate, according to class of engine or other power used.

Sec. 3. Short Trips Out of Terminal: After departing from initial terminal, firemen required to make short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

Sec. 4. Additional Trips Out of Terminal: Firemen required to make trip out of their terminal in addition to their assignment will be allowed a minimum of 100

miles therefor at the rate and under the rules governing the class of service performed on the extra trip, but such miles or hours will not be used in computing time on the assignment.

Sec. 5. Additional Trips, Intermediate Points: Firemen required to make trip in addition to their assignment from an intermediate point will be allowed miles or hours, whichever is greater, for the intermediate trip, but such miles or hours will not be used in computing time on the assignment, provided that if continuous time or mileage for the entire service performed will provide greater compensation, continuous time or mileage will be allowed.

Sec. 6. Used Off Seniority District: When firemen are used off of their assignment from an intermediate point onto another seniority district, they will be allowed a minimum of 100 miles therefor at the rate and under the rules governing the class of service performed on the extra trip, but such miles or hours will not be used in computing time on the assignment.

Sec. 7. Doubling Hills: When firemen are required to double, actual miles run, including doubling mileage, will be the mileage of the trip.

ARTICLE 8—ROTARY AND DETAILED SNOW PLOW SERVICE

Sec. 1. Rates, Rotary: Rotary snow plow, actual and detailed service, firemen, coal \$9.61, oil \$9.41, per day of eight (8) hours or less.

Sec. 2. Governed By Work Train Rule—When Continuous Time Allowed: Firemen in snow plow or rotary plow service will be governed by work train rules; except that continuous time will be allowed:

(a) When tied up at points, away from district or division terminals, where eating and sleeping accommodations are not available.

(b) When held responsible for engine or rotary during the time tied up.

(c) When engine or rotary is double crewed, unless tied up and released at a point where eating and sleeping accommodations are available.

(d) When run off assigned district.

Sec. 3. Assignment, Rotary: In the assignments of crews to rotary snow plow service, the senior qualified fireman applying for the service will be assigned. In temporary service, the extra fireman standing first-out on the extra list, if qualified, will be used and if no qualified extra fireman available, the pool freight fireman standing first-out and qualified will be used.

Note: Qualification, Rotary Snow Plow Service: Firemen to be qualified for rotary snow plow service must have not less than six (6) months' experience as a road fireman.

ARTICLE 9—BREAKING IN ENGINES

(a) **Who Will Break In Engines:** When an engine has been in the shop for repairs, firemen shall break it in and it shall not be done by foremen or hostlers.

(b) **Extra Road Firemen To Be Used:** Extra road firemen will be used on engines running light for breaking-in purposes.

ARTICLE 10—HELD-AWAY-FROM-HOME- TERMINAL TIME

Sec. 1. (a) To Whom and When it Applies: Firemen in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the next succeeding 8 hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter.

(b) **Preservation of Accumulated Held Time:** Held-away-from-home-terminal time will be paid for on basis of preserving held time accrued as of the time the employe is brought on duty; accrued held time payment to terminate coincident with the time crew goes on duty on service trip or departs from the terminal deadhead.

(c) **Rate Paid For Held-Away-From-Home-Terminal Time:** In the application of the held-away-from-home-terminal rule, the payment of held-away-from-home-terminal time will be at the rate of the last service performed in all cases. Deadheading will not be considered as service under this rule.

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

(e) **Home Terminal Bulletin:** Home terminals under this rule will be established by bulletin, and no change will be made except by bulletin. Copy of such bulletins will be furnished local and general chairmen.

Sec. 2. (a) When and How Rule Applies at Umatilla: Oregon Division freight crews when notified prior to arrival, may be tied up at Umatilla, but will go automatically under pay after the expiration of ten (10) hours from the time released from previous duty; crews thus tied up will be paid not less than a minimum day with overtime if earned, for service prior to or subsequent to time tied up. If called for service after pay begins, time will be computed continuously. If held eight (8) hours after the expiration of the first ten (10) hour period, they will be paid therefor at the rate per hour paid them for the last service performed. If held sixteen (16) hours after the expiration of the first eighteen (18) hour period, they will be paid continuous time for the next succeeding eight (8) hours and similarly for each twenty-four (24) hour period thereafter.

(b) **Switching at Umatilla:** Road crews tied up at Umatilla under the above rule and required to perform switching at that point before beginning or after completion of road service, will be paid for such switching under the terminal switching rule Article 12. Oregon Division crews not tied up or released at Umatilla and required to do switching at that point, not incidental to their own train, will be paid at regular overtime rates paid on the trip, this time to be deducted in computing overtime.

(c) **Extra Passenger Trains:** This rule will apply to freight crews used on extra passenger trains or on additional sections of regular passenger trains when such crews are tied up at Umatilla.

(d) **Terminal, Crews Washington Division:** It is understood that Umatilla is a terminal for crews operating on Washington Division and when such crews enter or leave Umatilla, terminal rules will apply.

(e) **When Does Not Apply:** It is understood that Article 10, Section 2 (a), does not apply to crews on definitely assigned runs.

Sec. 3. Spokane a Terminal: Spokane is a terminal for firemen in pool freight and unassigned service except that firemen in such service making a turn-around Tekoa to Spokane and return will be paid on turn-around basis. Firemen will be notified when called at Tekoa for a trip or deadhead to Spokane, whether they are called for turn-around or straightaway service. When more than one fireman is called to work or deadhead out of Tekoa for the same time or train, and one or more of them are to be used in turn-around service, the first-out fireman or firemen will be called and used in this service. Firemen not called for turn-around service but used in that service will be paid on turn-around basis.

Sec. 4. Wallula Tie-Ups—Interdivisional Runs: Crews assigned to interdivisional freight service and tied up at Wallula under the provision of Article 39, Section 9 (b)-2 of this Agreement, will go under pay after thirteen (13) hours from the time tied up on the inbound trip and will be continuously under pay beginning with the fourteenth (14th) hour to the time the crew goes off duty at the home terminal, the time for the outbound trip to be computed on continuous trip basis in the determination of miles or hours, as a basis of payment.

Sec. 5. Wallula Switcher Used Into Umatilla—How Paid: Wallula Switcher, if used into Umatilla, will be paid a minimum day and overtime if earned, from the time of reporting for duty at Wallula until tied up at Umatilla. Upon leaving Umatilla a new day will begin. Time will begin when required to report for duty. If the traveling switcher is used out of Umatilla light, no runaround involved, otherwise runaround will be allowed if pool crews are available.

Sec. 6. Made Up Crew Walla Walla to Grandview and Return—How Paid: Made up crew at Walla Walla, report for duty at Walla Walla, make trip to Grandview and return to Walla Walla, would be entitled to continuous time from time reporting for duty until leaving Wallula on the return movement. Terminal provisions will apply at Wallula on the return movement or when tied up at that point.

ARTICLE 11—BEGINNING AND ENDING OF DAY

Sec. 1. **Beginning and Ending of Day:** In all classes of service, other than passenger, firemen's time will commence at the time they are required to report for duty and shall continue until the time the engine is placed on the designated track, or they are relieved at terminal. The management may designate the time for reporting for duty.

Sec. 2. **Short Turn-Around Freight Service:** 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 (8) consecutive hours, except as a new day, subject to the first-in first-out rule or practice.

Note: If crews are to be used under the provisions of this Section, call shall specify short turn-around service.

ARTICLE 12—TERMINAL TIME

Sec. 1. **Initial Terminal Delay Passenger:** In passenger service, firemen delayed for any cause after time called to leave with train from passenger station, will, after the lapse of thirty (30) minutes, be paid for the full delay at the pro rata rate on the minute basis, and time on road allowed from the time required to report for duty less the delayed time allowed.

Sec. 2. **Final Terminal Time Passenger:** In passenger service, final terminal time will be computed from the time the train reaches the passenger station at the final terminal point unless the train is blocked from the passenger station by another train that is standing at the station, in which event the last stop before the station stop will establish the arriving time at that terminal. Final terminal time closes at time engine is placed on designated track or fireman is released. It will be paid for on the minute basis at one-fifth (1/5th)

of the daily rate. If road overtime has commenced, terminal time shall not apply and overtime will be paid to the point of final release.

Note: It is understood that freight rates, when paid to assigned passenger engine crews in accordance with Section 7 of Article 2 (Company Shipments Handled on Passenger Trains), will apply from departure at initial terminal to arrival at final terminal.

Sec. 3. Final Terminal Delay Freight: In freight service, firemen delayed for any cause after reaching terminal will be paid final terminal delay at one-eighth ($1/8$) of the daily rate until the overtime period commences and thereafter at three-sixteenths ($3/16$) of the daily rate per hour, actual minutes to be counted. Final terminal delay shall be computed from the time the engine reaches the designated main track switch connection with the yard track and shall continue until the time the engine is placed on the designated track or firemen are released. If road overtime has commenced when engine reaches designated main track switch connection with the yard track, terminal delay shall not apply and road overtime will continue to point of final release. Trains stopped short of designated arriving switch but within final terminal limits, due to being held back by instructions or when blocked by trains ahead of them, not including set-outs provided for in Section 8 of this Article, will report the time when stopped as the time of arrival at designated switch.

Sec. 4. Switching At Terminals: In through, irregular and local freight and mixed train service, firemen required to do switching, load livestock, etc., before starting on run, will be paid for such switching on the minute basis at one-eighth ($1/8$) of the daily rate per hour according to class of engine. Time on road will be computed from time required to report for duty less time allowed for initial switching; except that when overtime accrues, computed from the time reporting for duty, the allowance for switching or the overtime, whichever is greater, will be paid.

Note: In calculating the time engaged in switching, it is understood the time will be continuous from the time the work is begun until completed and train is coupled together. If necessary to "double over" or to back down and head out, such movement will not be considered switching.

Sec. 5. (a) **Terminal Mileage:** At initial terminals where the distance is one mile or more between roundhouse and depot in passenger service, or designated point in yard where engine is coupled to the train in freight service, and firemen are required to handle engine between these points, they will be allowed miles or minutes, whichever is the greater; except that at Seattle, Portland, Pendleton, and Spokane, firemen in passenger service will be allowed time from the time they leave the roundhouse until the time called to leave with train from passenger station. Time allowed under this rule will not be computed in figuring overtime on the trip.

(b) **Initial Work:** At initial terminal, passenger firemen required to report for duty more than thirty (30) minutes in advance of leaving time for the purpose of switching their train, spotting cars for loading, supplying heat to trains or doing similar work, will be paid for actual time at pro rata rate from time of leaving roundhouse track or time fireman takes charge of engine if on train, until time called to leave with train from passenger station. Time allowed under this rule will not be computed in figuring overtime on the trip.

(c) **Initial and Final Delay Allowance, Pendleton:** Firemen handling regular through passenger trains will go on duty at Pendleton on outgoing trips on these trains 15 minutes in advance of the arrival of the trains called for; initial terminal delay allowance will be computed from on-duty time. Firemen for passenger train to Spokane, originating at Pendleton, will be called on duty 15 minutes in advance of the departure time of that train; initial terminal delay to be computed from on-duty time. The advance call time on duty of these crews is to be based on the time-table schedule time when trains are on time, and when trains are late, the call will be made in accordance with the time train dispatchers figure the trains to arrive.

Firemen on these assigned runs will tie up at Pendleton and final terminal allowance will be made in accordance with Section 2 of this Article.

This arrangement is made to handle these passenger trains while motive power is operating through the Rieth-Pendleton terminal not involving change of power at Rieth depot or Pendleton depot and is to remain in effect during the period power is so operated, unless changed by agreement. Occasional engine changes made necessary due to assigned engines not being able to go

through will be handled by outside hostler between Rieth roundhouse and Pendleton.

Sec. 6. Intermediate Terminals: On assigned local freight runs of less than 100 miles, with terminal of assignment at a point intermediate to the terminals of a pool freight district or intermediate to the terminals of a branch line, this article not to apply at such intermediate terminal, but will apply at Tacoma, Umatilla, Walla Walla, and Spokane, should such points be made intermediate terminals as defined herein.

Sec. 7. At Portland and Spokane—Initial: Freight crews moving Albina to Seattle line may be required to double a straight pick-up from Peninsula Junction passing track, Kenton passing track, Kenton leg of the wye or Barnes leg of the wye, either place as directed, but only one, to the caboose or train. Freight crews moving Albina toward The Dalles, via Kenton, may be required to double a straight pick-up from Kenton wye, Kenton passing track or Kenton yard, either place as directed, but only one, to the caboose or train. Freight crews moving west yard Spokane to Tekoa line may be required to double a straight pick-up from East Spokane, as directed, to the caboose or train. The road crew may be required to stop at one of the places designated above to enable yard crews to complete the make-up of the train and will make one cut of train to assist them, pulling away and re-coupling after make-up is completed. In cases where there is a straight pick-up for the head end as provided for herein, and also a straight pick-up for the rear end of the train, the road crew may be required to make the pick-up on the head end and yard crew required to make a pick-up for the rear end by coupling on to the train caboose, making a cut of the train as directed, doubling the same to the cars to be picked up and then back to the train with the straight pick-up. In either event, such a stop for completion of make-up by yard crews or straight pick-ups by both the road and yard crews, will be regarded the same as a pick-up by the road crews. Terminal allowance for such pick-ups will be actual time consumed, with a minimum of one hour, at pro rata rate applicable to the class of service performed on the trip in addition to all other time on the trip and without deduction for the time so consumed. Time will commence at time train arrives at point where pick-up is to be made and will end when pick-ups are completed and train is ready to proceed.

Sec. 8. At Portland and Spokane—Final: Freight crews moving into Albina from the Seattle line may be required to make a straight set-out of their train, or a part thereof, at Peninsula Junction passing track or Kenton passing track, either place as directed, but only one. Freight crews moving into Albina, over the freight line from Troutdale, may be required to make a straight set-out of their train, or a part thereof, at Kenton yard or Kenton passing track, either place as directed, but only one. Freight crews entering Spokane from Tekoa line may be required to make a straight set-out of their train, or a part thereof, at East Spokane, as directed. Crew may be required to stop at one of the places designated above to enable yard crews to set out the train, or part thereof, and will make one cut of train to assist them, pulling away and re-coupling after set-out is completed. In cases where there is a straight set-out on the head end as provided for herein, and also a straight set-out on the rear end, the road crew may be required to make the set-out on the head end and yard crew be required to make the straight set-out from the rear end. In either event, such a stop for set-out by yard crews or set-out by both the road and yard crews, will be regarded the same as a set-out by the road crew. Terminal allowance for such set-outs will be actual time consumed with a minimum of one hour, at pro rata rate applicable to the class of service performed on the trip, in addition to all other time on the trip and without deduction for the time so consumed. Time will commence at time train arrives at point where set-out is to be made and will end when set-outs are completed and train is ready to proceed.

Note: Pick-Up and Set-Out Defined: Straight pick-up or set-out, as referred to in Sections (7) and (8) of this Article, means pick-up of a car or cars coupled together and first out that go together in one place in the train; straight set-out means set-out of a car or cars coupled together in the train that are set out in one movement.

Sec. 9. Scope Rule—Exceptions: Road crews will not be required to perform switching at terminals covered by Yardmen's Schedule. The following will not be considered switching within the meaning of this rule:

1. **Doubling Over At Terminals:** 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.

2. **Cutting Crossings:** Cutting trains to clear road crossings and re-coupling same when necessary to do so.

3. **Pick-Up—Set-Out—Cutting Train for Yard Crews:** Making pick-up or set-out, or cutting train to permit yard crew to put on or take off cars, at points and under limitations set forth in Sections (7) and (8) of this Article.

4. **Pick-Up—Set-Out—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, while enroute through intermediate yards covered by Yardmen's Agreement.

5. **Rear-End Helper Engine Pick-Ups:** Coupling helper engine on the rear of train when caboose without cars has been placed behind it by a yard crew at initial terminal.

Sec. 10. Special Rule Albina-Portland: At Albina-Portland this rule applies only in cases where extra passenger trains or mixed trains are interchanged with the Southern Pacific at East Portland, under circumstances where such trains do not go to the passenger depot at Portland, and further, where the trains are being handled into or out of Portland-Albina terminal by pool freight crews or passenger crews. Enginemen called to handle out-bound movements will be paid initial terminal time from the time the engine leaves the engine house track until the train departs from Harding Street, Albina, outbound, with a minimum of one hour. Crews handling inbound movements will be paid final terminal time from the point of arrival, governed by Section (3) of this Article, until the train is delivered by the road crews direct to Southern Pacific at East Portland and the crew released at Albina, with a minimum of one hour.

Note: When Applicable Portland: This rule applies only at times when train is interchanged with the Southern Pacific Company at East Portland, and except for the arriving point, does not apply when train is taken to or from the Union Station.

Sec. 11. Not to Apply to Traveling Switcher Assignments: This Article will not apply to traveling switcher assignments.

**ARTICLE 13—ASSIGNED HELPER SERVICE AT
KAMELA, TELOCASET, BAKER, AND DURKEE**

Sec. 1. **Number of Crews:** Crews in helper service will be assigned in single, double or triple crewed shifts, working on basis of eight (8) hour shifts and crews will be relieved at shift hour if at terminal.

Sec. 2. (a) **Shift Hours:** The shift hours will be such as are agreed upon from time to time by the Superintendent and Local Committee, and same will be bulletined. It being understood if Superintendent desires to change shift hours, bulletin of change will be posted and Local Chairman notified.

(b) **Shift Hours Same for All Crews on Each Shift:** Where more than one crew is assigned on the same shift, the shift hours will be the same for all crews on that shift.

(c) **Choice of Shifts:** Senior firemen will have choice of shifts.

(d) **Reporting in Advance of Shift Hour:** Regularly assigned helper firemen may be required to go on duty not more than thirty (30) minutes in advance of their assigned shift hour and when required to go on duty in advance of their assigned shift hour, it is understood that the 8-hour assignment period expires 8 hours from the time brought on duty and if required to again leave helper terminal after having been on duty 8 hours, a new day will begin.

Sec. 3. **First-In, First-Out:** Assigned helper crews will be run first-in and first-out regardless of engines or crews on other shifts.

Example: "A", "B", "C", "D" and "E" are assigned to first shift and will work first-in, first-out, on that shift with respect to each other. The crew tying up first on their preceding shift will be called first when crews are needed on their next assigned shift and up to the time crew on next shift may be used.

Sec. 4. **When Possible, Regular Crews Not Called Near End of Shift:** Management agrees not to call regularly assigned helper crews near the end of their regular shift if possible to use crew on next succeeding shift without delay to trains.

Sec. 5. (a) **Guarantee:** When no service is performed

on assigned shift, firemen will be allowed a minimum of one hundred (100) miles, exclusive of overtime.

(b) **How Computed:** In computing guarantee for assigned helper firemen, when dead days are allowed, such dead days will be paid at the rate applied on his last assigned shift.

(c) **Mountain Mileage Added:** Where assigned in allowed mountain mileage territory, the allowed mileage will be added to the above minimum.

(d) **Used Outside Assigned Hours:** When an assigned helper fireman is called for service outside his assigned shift hours, he will be paid not less than a minimum day for such service, which will not be included in computing guarantee.

Sec. 6. Time Begins and Ends: The time of firemen will commence at the time they are required to report for duty and end when they are relieved from duty at their terminal.

Sec. 7. Changing Off: As many engines may be used in helper service as the Company desires, but helper crews will not be changed off with each other away from terminal.

Sec. 8. Calling: Crews will be called for service at helper stations.

Sec. 9. Helper Limits and Terminals: Helper limits will be established by bulletin. Additional helper terminals will not be established at points outside of established terminals without conference with General Chairman.

Sec. 10. (a) Guarantee Other Points: At other points, firemen assigned to helper service will be allowed a minimum of one hundred (100) miles for each day or shift on which no service is begun, exclusive of overtime. When assigned in allowed mountain mileage territory, the allowed mileage will be added to the above minimum.

(b) **How Computed:** In computing guarantee under Section 10 (a), for assigned helper firemen when dead days are allowed, such dead days will be paid at the rate applied on his last assigned shift.

(c) **Used Outside Assigned Hours:** When an assigned helper fireman is called for service outside his assigned shift hours, he will be paid not less than a

minimum day for such service, which will not be included in computing guarantee.

Sec. 11. Used in Other Service: Firemen in assigned helper service used in other than helper service, will be allowed a minimum of one hundred (100) miles therefor at the rate and under the rules governing the service performed, but such miles or hours in other service will not be used in computing time on the assignment.

ARTICLE 14—WORK TRAIN SERVICE

Sec. 1. Time to Begin and End: Firemen in work train service will be paid as per Article 7, Sec. 1. Time to begin when required to report for duty and to end when released from duty at tie-up point.

Sec. 2. Guarantee: In assigned work train service, firemen will be guaranteed 100 miles for each day assigned to work. When the tie-up point is outside of main line district home terminal and the fireman is notified to be available for service on a lay-over day, he will be guaranteed 100 miles for the lay-over day. In unassigned work train service, 100 miles is guaranteed for each day held for service.

Sec. 3. Notification When Called: Firemen called for temporary work train service will be notified of such assignment when called, and, if possible, be advised as to probable tie-up point and duration of service.

Sec. 4. (a) Manning of Unassigned Work Train Service Out of Points Where Extra Lists Maintained: Unassigned work train service will be manned by extra men when service originates at points where extra lists are maintained. If no extra men are available, pool freight crews will be used until extra men are available.

(b) Manning of Unassigned Work Train Service Out of Other Points: At other points, unassigned work trains going into service will be manned by pool freight crews working first-in first-out of pool freight terminals; after three days, extra men, if available, will be used.

(c) Deadheading To Outside Point: When work train service originates at outside points, and it is necessary to deadhead men to that point, extra men will be used.

(d) **Work Train Rules Apply To Pool Freight Crews:** Work train rules will apply to pool freight crews used under this rule.

Sec. 5. Wrecking Service: Wrecking service is work train service.

Sec. 6. Supply Trains: Supply trains are work trains and will be manned by pool freight firemen on territory where pool freight firemen are assigned; on territory where pool freight firemen are not assigned, supply trains will be handled by extra men. In either case, supply trains may be tied up between terminals and time tied up deducted in the same manner as in work train service.

Sec. 7. First-In, First-Out: The first-in and first-out rule will not apply to assigned or unassigned crews in work train service tied up at points away from district or division terminals; nor to assigned crews in work train service at any point, but will apply to unassigned crews in work train service working out of district or division terminals on initial call for day's work.

Sec. 8. Choice of Runs: Where two or more runs in work train service are bulletined for seniority choice at the same time to work out of the same point, the senior applicant will have choice of such runs.

ARTICLE 15—YARD SERVICE—RATES OF PAY

Sec. 1. Table of Daily Rates:

Weight on Drivers (Pounds)	Firemen	Electric and Diesel- Electric Helpers	Overtime Per Hour	
			Firemen	Helpers
Less than 140,000	\$9.08	\$9.08	\$1.70	\$1.70
140,000-200,000	9.21	9.15	1.73	1.71
200,000-300,000	9.33	9.27	1.75	1.74
300,000-400,000	9.51	9.43	1.78	1.77
400,000-500,000	9.65	9.56	1.81	1.79
500,000-600,000	9.79	9.69	1.84	1.82
600,000-700,000	9.93	9.82	1.86	1.84
700,000-800,000	10.07	9.95	1.89	1.87
800,000-900,000	10.21 ^o	10.08 ^o	1.91	1.89

Mallets

Less than 275,000	\$10.28	1.93
275,000-500,000	10.54	1.98
500,000-600,000	10.68	2.00
600,000-700,000	10.82	2.03
700,000-800,000	10.96	2.06
800,000-900,000	11.10 ^o	2.08

^o With 13 cents added for each additional 100,000 lbs. or fraction thereof.

^o With 14 cents added for each additional 100,000 lbs. or fraction thereof.

Note (1) Cylinders 24 Inches or Over, District North of Portland: Rate for firemen in yard service on simple engines with cylinders 24 inches or over in diameter in yards north of Portland (territory Seattle to, but not including, Portland-Albina) \$9.85.

Note (2) Boosters: 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 weights so produced by such increased weights shall fix the rates for the respective classes of service. 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.

Note (3) 4-8-4 and 2-10-4 Types: Steam locomotives of the 4-8-4 and 2-10-4 type to be reclassified for pay purposes by being moved into the next higher wage bracket.

Note (4) 4-6-6-4 Type: For the 4-6-6-4 type locomotive, now numbered 3800-3900 series, 400,000 to 500,000 lbs. on drivers, rate of \$10.54 applies in yard service, overtime rate per hour \$1.97.

Note (5) Hourly Rates, How Determined: In determining hourly rates, fractions less than one-half cent will be dropped, one-half cent or over will be counted as next higher cent.

Sec. 2. Two or More Locomotives Same Day: When two or more locomotives of different weights on drivers are used during a day's work in yard service, the highest rate applicable to any engine used shall be paid for the entire day.

ARTICLE 16—BASIC DAY

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

ARTICLE 17—OVERTIME

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

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

Question: What compensation should be allowed for additional service where a crew is regularly assigned to work 12:00 midnight to 8:00 A.M. and (service performed not affected by exceptions outlined in this rule):

(a) Is required to cover the third shift on the same day, 4:00 P.M. to 12:00 midnight.

(b) Is required in an emergency to work 8:30 A.M. until 11:30 A.M.

(c) Is required in an emergency to work 8:00 P.M. to 12:00 midnight (4 hours) on the same day.

(d) Is given 48 hours' notice and assignment is moved up an hour, starting at 11:00 P.M. and being relieved at 7:00 A.M. and consequently in the 24-hour period works 9 hours, but not more than 8 hours on a shift.

Decision:

(a) Eight hours at time and one-half.

(b) Eight hours at time and one-half.

(c) Eight hours at time and one-half.

(d) On account of complying with the 48-hour provision, which makes it permissible to change beginning time, crews only entitled to a minimum day.

ARTICLE 18—ASSIGNMENTS

Assigned for Fixed Period: 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 is practicable, assignments shall be restricted to eight hours' work.

ARTICLE 19—STARTING TIME

Sec. 1. **Changes in Assigned Hours:** Regularly assigned yard crews shall each have a fixed starting time and the starting time of a crew will not be changed without at least 48 hours' advance notice.

Sec. 2. **Three Shifts:** Where three eight-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.

Sec. 3. **Two Shifts Continuous:** Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section 2.

Sec. 4. **Two Shifts Not Continuous:** 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.

Sec. 5. Independent Assignments: Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections 2 and 4.

Sec. 6. Points Where One Crew Employed: At points where only one yard crew is regularly employed, they can be started at any time, subject to Section 1.

ARTICLE 20—CALCULATING ASSIGNMENTS AND MEAL PERIODS

Time for Beginning of Assignments or 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.

ARTICLE 21—POINT FOR BEGINNING AND ENDING DAY

Sec. 1. Point for Going On and Off Duty: Yard crews shall have a designated point for going on duty and a designated point for going off duty.

Sec. 2. Local Conditions Govern: The point for going on and off duty will be governed by local conditions. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

ARTICLE 22—LUNCH TIME

Sec. 1. Time Allowance: Yard crews will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work without deduction in pay.

Sec. 2. When Allowed: Yard crews will not be required to work longer than 6 hours without being allowed 20 minutes for lunch, with no deduction in pay or time therefor.

Question No. 1:

If a yard crew, through some unforeseen circumstances, be on duty, say 14 hours, would the crew be

entitled to a second period of 20 minutes in which to eat, and if so, when would it begin?

Answer:

Section 2 applies to both the first and second lunch period. In the case cited, crew would be entitled to the second lunch period six hours after completing the first lunch period. In either case, yardmen will not be worked longer than six hours without being given an opportunity to eat.

Question No. 2:

Sections 1 and 2. Under the provisions for the meal periods, must they be given within the prescribed time?

Answer:

Yes, the lunch period must be given and completed within $4\frac{1}{2}$ hours and 6 hours.

ARTICLE 23—CREWS USED OUTSIDE SWITCHING LIMITS

Sec. 1. Crews Used Outside Switching Limits: 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 is the greater, with a minimum of one hour, for the class of service performed, in addition to the regular yard pay, and without any deduction therefrom for the time consumed in said service.

Sec. 2. Crews Used Outside Yard Limits: The Company reserves the right to use switch engines outside of yard limits for legitimate switching service on basis of yard pay.

ARTICLE 24—NOTICE OF CHANGE

Notice of Change: Yard crews will be given the usual notice of change in working conditions as will enable crews to exercise their seniority rights. It is understood that "usual notice" means that firemen involved will be notified prior to or at time of completion of last shift before the change in working conditions is effective.

ARTICLE 25—RIGHTS OF FIREMEN—WASHINGTON DIVISION

Rights to Bid on Yard Jobs: Road firemen holding rights as such on the First District, Washington Division, will be permitted to bid in new and vacant yard jobs; but firemen with exclusive yard rights as of September 18, 1929, now in service, will have prior rights in all yard service.

ARTICLE 26—HOSTLERS AND HOSTLER HELPERS

Sec. 1. (a) Rates of Pay:

	Per Day
Inside Hostlers.....	\$9.08
Outside Hostlers.....	9.76
Helpers.....	8.47

(b) **Definition of "Helper":** The term "helper" applies to employes when used to assist outside hostlers.

(c) **Roundhouse Employes Handling Engines:** All other roundhouse employes handling engines during 25% or more of their daily assignment will come under designation of inside hostler.

(d) **When Outside Hostlers' Rate Applies:** Outside hostlers' rate will apply to hostlers handling engines between passenger stations and roundhouses or yard or on main tracks.

Sec. 2. Basic Day: Eight hours or less shall constitute a day's work.

Sec. 3. (a) When Available for Work—How Paid: Assigned hostlers will receive a minimum of one day's pay for each day assigned to work.

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

Sec. 4. Positions, How Filled: Positions as hostler shall be filled from the ranks of firemen when vacancies exist or new positions are created; provided, that engineers who may become permanently incapacitated from performing service as engineer, either in road or yard service, and are, in the opinion of the Company, physically able to perform service as hostler, are eligible for positions as hostler, but cannot displace an incapacitated fireman or engineer who is junior when, by such displacements, such junior man is deprived of a hostling position, nor can he displace a prior right hostler.

This rule not to operate to displace or restrict men who held regular assignments as hostler prior to March 1st, 1920, nor men assigned to hostling service between March 1st, 1920, and March 1st, 1921, as result of application made for such positions under bulletins legally posted for which no applications were received from qualified firemen.

Note: Incapacitated Firemen: Incapacitated firemen will be accorded the same privilege of placing themselves on hostling positions as is given incapacitated engineers under this rule.

Sec. 5. (a) Bulletin, New and Vacant Positions: New and vacant positions as hostler will be bulletined for seniority choice of firemen and hostlers for six (6) days, and the senior qualified fireman or hostler making application will be assigned thereto, except for provisions of Section 4 of this rule as to incapacitated firemen or engineers. Prior right hostlers have preference for new and vacant positions as hostlers. If no bids are received for hostler position, the junior extra fireman qualified as hostler will be assigned and may relinquish the assignment when a junior fireman qualified as hostler has been assigned to the extra board. If the junior qualified extra fireman on the working list is not immediately available, position may be temporarily filled from the ranks of other employes in actual service who can qualify, and the junior qualified extra fireman will be assigned as soon as available.

(b) Thirty Days' Layoff Vacates Job: When, for any reason, an assigned hostler will be off duty or off his assigned position thirty (30) days or over, if length of proposed absence is known to Superintendent, vacancy will be bulletined and opened for seniority choice. In case of illness, or where for any reason the length of absence is indefinite, such vacancy will be bulletined

after the expiration of thirty (30) days. In either case, pending assignment, position will be handled in accordance with Section 6 of this Article.

Sec. 6. (a) Temporary Vacancies—Points Where Road Extra Lists Maintained: At points where extra lists of road firemen are maintained, temporary vacancies in hostling service will be filled by using qualified road extra firemen working first-in and first-out on the vacancy until such time as regular man returns or until a qualified fireman or hostler makes application for the vacancy and who may hold same until displaced by some senior qualified fireman.

(b) Temporary Vacancies—Points Where No Road Extra Lists Maintained: At points where no extra lists of road firemen are maintained, temporary vacancies will be filled:

First: At points where extra lists of yard firemen are maintained, by using qualified yard extra firemen working first-in and first-out on the vacancy until such time as regular man returns or until a qualified fireman or hostler makes application for the vacancy and who may hold same until displaced by some senior qualified fireman.

Second: If no qualified yard fireman available, by using a qualified fireman from the road extra list who will remain on the vacancy until such time as regular man returns or until a qualified fireman makes application for the vacancy and who may hold same until displaced by some senior qualified fireman. A fireman sent from the road extra list will be covered by Article 39, Section 11, and will be released as provided therein if there is another qualified fireman available to relieve him.

Third: If no qualified extra yard or road firemen are available, such vacancies will be filled from other employes in actual service, who are qualified and who will hold same until regular man returns or are displaced by a permanent hostler or qualified fireman.

Sec. 7. Qualifications: One year's experience as fireman will constitute qualification for hostling service. No fireman who has worked as a hostler under the former six months' agreement for qualification will be disqualified by this one-year provision.

Sec. 8. Seniority Date: The seniority date of prior right hostlers shall be the date of first service as hostler

with rights restricted to districts corresponding to firemen's seniority districts.

Sec. 9. Preference for Shifts: Senior hostlers shall have preference for "first," "second" and "third" shifts.

Sec. 10. Starting Time: Regularly assigned hostlers shall each have a fixed starting time; such time may vary for each terminal, but must be fixed for and posted at each terminal. Should conditions or work to be performed necessitate change in such hours, not less than 36 hours' advance notice shall be given.

Sec. 11. Lunch Period: Hostlers will be allowed twenty (20) minutes off for lunch as near the middle of the shift as possible without deduction in pay.

Sec. 12. "Other Employes" Do Not Establish Seniority Date: "Other employes" referred to in Sections 5 and 6 (b), who may be used under certain conditions as hostler, secure no seniority date as hostler or fireman for such service.

Sec. 13. Engines Handled By Hostlers: All engines will be handled by hostlers at such terminal points as may be decided upon by the proper official and firemen and hostlers concerned.

Sec. 14. Deadheading: Deadheading to or from a hostler position when caused by exercise of seniority rights as set forth in this Article will not be paid for; except that deadhead pay will be allowed to fireman first sent to fill vacancy and to fireman relieved from such vacancy because of return of regular man or the filling of position by assignment bulletins.

ARTICLE 27—ATTENDING COURT

How Paid: Firemen and hostlers attending court or other business (other than attending investigations) on behalf of the Company will be paid as follows, together with necessary expenses:

Sec. 1. Established Pool or Assigned Runs: 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 lay-over days will receive a minimum day's pay.

Sec. 2. Extra Men: 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.

Sec. 3. Extra Men, Regular Assignment: 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.

ARTICLE 28—HELD FOR SERVICE

Held for Special Passenger Service—How Paid: A fireman held for special passenger service will be paid not less than he would have received on his regular run without taking into account any overtime payment for the service he actually performs.

ARTICLE 29—CALLING

Calls—Calling Limits—Sign Call Book: Firemen will be called for duty one (1) hour as near as practicable at district terminal stations before required to report for duty. Firemen on assigned branch runs will be called in the same manner between the hours of 11:00 P.M. and 5:00 A.M. Calling limits will be one and one-half miles from point where they register on or off duty unless firemen have telephones. The caller will be provided with a book, showing the names of persons and when and for what train called, in which firemen will sign their names and time called. If called by telephone, the caller will make this record. The calling hour will not be considered as on duty.

ARTICLE 30—COMPUTING TIME—TIME SHORTAGES

Sec. 1. Notification: When time is not allowed, firemen and hostlers will be promptly notified, giving reasons therefor.

Sec. 2. Date Determined By Time On Duty: For

the purpose of computing pay, any service takes date on which required to report for duty.

Sec. 3. How Fractions Computed: In computing fractions of a mile, less than five-tenths (0.5) not to be counted, five-tenths (0.5) or more to be counted as one mile.

Sec. 4. Shortages—How Paid: For all established shortages amounting to \$5.00 or over, time vouchers will be issued. Sums, if less than \$5.00, will be carried on next succeeding payroll.

Sec. 5. Notice To Claimant and Committeemen: When time claims are settled between Superintendents and Local Committees, Superintendent will notify man or men to whom payments are to be made, stating amount and reasons for allowance, and whether it is being paid by voucher or being carried on regular payroll, sending copy of such notification to the Local Chairman. When claims are settled by the General Committee, copy of notification of payment will be furnished General Chairman. If amounts are carried on regular payroll, notification will state period of payroll.

ARTICLE 31—FIRST-IN FIRST-OUT AND RUNAROUND

Sec. 1. Runaround: Firemen will be called first-in first-out in the same class of service except when held for needed rest; the turn is determined by tie-up time shown in register. A fireman standing first-out and not called in turn, will be allowed one hundred (100) miles and stand last out, and will be placed last out at the on-duty time of the fireman called. Firemen will not be considered runaround when run out on train called for, except that where two or more firemen are called in turn for trips in the same direction and fireman first on duty departs one (1) hour or more later than the time fireman next brought on duty departs, fireman thus runaround will be allowed fifty (50) miles in addition to trip allowance.

Sec. 2. (a) Road Firemen—On Duty Time Governs Order of Call—Order of Call For Different Services: In calling road firemen for service, the man standing first-out will be called for run or turn going on duty first. When two or more firemen are called to report for

duty at the same time, they will be called in the following order: Passenger, freight, hostling, yard when no yard firemen are available or can be made available.

(b) **Yard Firemen—On Duty Time Governs Order of Call—Order of Call for Yard or Hostling Services:** In calling yard firemen for service, the man standing first-out will be called for run or turn going on duty first. When two or more firemen are called to report for duty at the same time, they will be called in the following order: Yard, Hostling.

Sec. 3. Call Order and Registering, Two or More Crews Involved: When two or more firemen are ordered for the same train, one to help and one to handle train, the fireman first-out will be called for train engine. When two or more firemen are ordered for the same train, or for different trains, leaving at the same time, one or more to deadhead, and one to work, they will be called in the order registered, the man first-out to deadhead. When two or more firemen arrive at the same destination at the same time, under this rule, men deadheading must register ahead of the man who has worked in on the same train. When two or more engines or engine crews are double-headed over the district, they will register in the relative order in which they stood before commencement of trip. If one or more engines or engine crews are picked up enroute, the engine crews that have been on duty longest will register first. Register will govern in all cases.

Sec. 4. Engine 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 if change is to be made with a crew in pool freight service. Where all engine crews are worked from extra boards, in unassigned freight service, fireman will remain with the engine that became disabled while in his charge, if change is to be made with a crew in the same service.

ARTICLE 32—CALLED AND NOT SENT OUT

(a) **Called and Released Payments—Road Service:** A fireman called on duty and released within four (4) hours without performing service, other than preparing engine to go out on a train, will be allowed fifty (50) miles and stand first-out; if held on duty over four (4) hours, or if engineer moves engine from the track or place that he takes charge of the engine for the purpose of going to train, fireman will be allowed one hundred (100) miles and stand last out.

If he is both called and released before leaving home or place where called, no allowance will be made for period 6:00 A.M. to 10:00 P.M., but 50 miles will be allowed for period between 10:00 P.M. and 6:00 A.M., and retain his position on board.

(b) **Called and Released Payments—Yard Service:** Yard firemen called for yard service and who report to protect the job called for but who are not used, will be paid one day's pay and stand last out. Yard firemen called while working on one shift to double on a succeeding shift will not be considered as called if call is cancelled prior to the tie-up.

Note: Rate of Pay: The rate of pay under this Article will be the class of engine and service called for.

ARTICLE 33—DEADHEADING

Sec. 1. (a) **Rates of Pay:** Firemen deadheading on Company business on passenger trains will be paid for actual miles at 8.30 cents per mile; and for deadheading on freight trains 8.78 cents, provided that minimum day at above rates will be paid for deadhead trip if not combined with service as provided in Section 2 or no other service is performed within 24 hours from time called to deadhead.

Note: Above rates are to be increased or decreased at the same time and to correspond with wage rate increases or decreases.

(b) **When Not Paid For:** Deadheading caused by the exercise of seniority or the application of mileage regulations will not be paid for.

Example: A new run is established at "B", an outside point, and is bulletined for seniority choice of firemen. Terminal "A" is point where extra list is main-

tained. The extra firemen standing first-out on the extra list at "A" are called to deadhead to "B" and fill run during life of bulletin and when successful applicants report for work on the run, the extra men are returned deadhead "B" to "A".

The extra firemen will be paid for deadheading "A" to "B" to fill the run and will be paid deadhead pay "B" to "A" after being displaced by firemen assigned to run.

The firemen securing a run by bid or in the exercise of their seniority will not be paid deadhead for going to or returning from the run. In other words, the man taking the run under bulletin for seniority choice is not to be paid deadhead pay in either direction, regardless of whether or not he is displaced by someone else or run discontinued.

Sec. 2. Combination Deadhead and Service: Firemen deadheaded in connection with service which commences at points between terminals will be paid miles or hours, whichever is the greater, for the entire service, with a minimum allowance of one day, according to class of engine and service performed in connection with deadhead movement. When interval between deadhead trip and service trip, or vice versa, is over 8 hours, the two will be computed and paid separately.

Note: When a fireman is called for combination deadhead service, as per Section 2 above, if, after arrival at point to which deadheaded, the service does not materialize and the fireman is deadheaded back to point from which deadheaded, he will be paid for actual miles deadheaded in both directions with a minimum allowance of 100 miles for the round trip at the rate of the engine and class of service for which deadheaded.

Sec. 3. Not Combined At Terminals: Deadheading will not be combined with other service out of terminal, nor out of terminal of assignment.

Sec. 4. Crew First-Out to Deadhead: Crew first-out will deadhead and stand ahead of crew handling train.

**EXAMPLES ILLUSTRATING ARTICLE 33 BUT
WHICH DO NOT CHANGE THE MEANING OF
THE ARTICLE**

Example No. 1: Crew ordered at Rieth to deadhead west at 10:00 A.M.; leave 10:00 A.M., arrive Umatilla 1:30 P.M.; distance, 38 miles. Immediately take charge of engine, freight service, return to Rieth, arriving and released at Rieth 7:00 P.M. Crew entitled to 100 miles and one hour overtime at freight rates according to class of engine used.

Example No. 2: Fireman ordered at LaGrande to deadhead to Kamela for assigned helper service. Leave LaGrande 10:00 A.M., arrive Kamela 11:00 A.M.; immediately take charge of engine and make a helper trip Kamela to Gibbon and return, arriving and released at Kamela 4:00 P.M.; fireman entitled to actual miles LaGrande to Kamela, at rate for deadhead service, and 100 miles for helper trip Kamela to Gibbon and return.

Example No. 3: Crew ordered at The Dalles to deadhead east at 10:00 A.M.; arrive Biggs, distance of 19.7 miles, at 10:30 A.M.; service for which deadheaded does not materialize and crew ordered to deadhead back, leaving Biggs 3:00 P.M., arriving The Dalles 3:30 P.M.; actual miles deadheaded in both directions, 39.4; crew entitled to allowance of 100 miles for entire trip, according to the class of engine and service for which deadheaded.

Example No. 4: Crew ordered at The Dalles to deadhead east at 10:00 A.M., arrive at Arlington, distance 53.4 miles, 12:00 noon; at 3:00 P.M. crew takes charge of engine, freight service, and works to The Dalles, arriving and released 8:00 P.M.; crew entitled to 107 miles and 1 hour and 26 minutes overtime at freight rates, according to the engine used.

Example No. 5: Crew called at The Dalles to deadhead east at 10:00 A.M.; arrive Arlington, distance of 53.4 miles, at 12:00 noon; at 8:15 P.M. crew takes charge of engine, freight service, works to The Dalles, arriving and released at The Dalles 12:00 midnight; crew entitled to actual miles (53) The Dalles to Arlington, at rate for deadhead service, and 100 miles, freight rates, for the service Arlington to The Dalles.

Example No. 6: Fireman ordered to deadhead Albina or Portland to The Dalles; leave Albina or Portland at 7:30 P.M., arrive The Dalles 10:10 P.M.; takes charge

of yard engine and performs yard service 12:00 midnight to 8:00 A.M.; fireman entitled to actual miles dead-heading Albina or Portland to The Dalles, at rate for deadhead service, and one day at yard rates for the yard service at The Dalles.

ARTICLE 34—EATING

Freight Service: Firemen on freight trains will be given reasonable time to eat, if hours on duty make it necessary, or conditions of service require it.

ARTICLE 35—SLEEPING HOURS

Relieved Between Terminals—Rest Required: Firemen will not be relieved between terminals to prevent paying overtime, and when relieved between terminals for rest (time not to exceed ten hours off duty at any one period), if possible, will be tied up where accommodations can be had. Firemen will not be required to go out when they need rest, and will decide for themselves.

ARTICLE 36—PAY FOR WATCHING ENGINES

(a) **Mechanical Forces Not Available:** 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.

Note: When engine crews are required to watch engines other than their own at a point where engine watchmen or roundhouse employes are not employed, both the engineer and fireman will be allowed actual time while so engaged, with a minimum of one hour pro rata rate in addition to all other road and terminal time for that trip, and without deduction therefrom.

(b) **Watching Engines at Outlying Point:** When firemen are sent to an outlying point to watch engines, they will be paid not less than 175 miles pay at fireman's freight rate of the highest rated engine watched for each date engaged in engine watching service. This

payment is in addition to deadhead pay to and from the point where the service is performed. This rule will, in no way, modify Section 9 of Article 37-(a).

(c) **Messenger Dead Engines:** Firemen will be used to messenger Union Pacific engines when handled dead in trains out of terminals and will be paid fireman's rate for the class of engine in charge. This does not apply to new Union Pacific engines in transit prior to being placed in service.

ARTICLE 37—HOURS OF SERVICE TIE-UP OTHER TIE-UPS

(a) **Memorandum of Agreement—April 1, 1908.**

Sec. 1. Federal Law Tie-Up, 14 Hours: Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then until after the expiration of fourteen hours on duty under the Federal Law, or within two hours of the time limit provided by State Laws, if State Laws govern.

Sec. 2. Less Than 14 Hours: If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for as per schedule.

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

Sec. 4. Continuous Trip, Destination Changed: A continuous trip will cover movement straightaway or turn-around, from initial point to the destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

Sec. 5. Resuming Duty Continuous Trip: Firemen in train service tied up under the law will be paid continuous time from initial point to tie-up point. When they resume duty on continuous trip, they will be paid from tie-up point to terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, one-

half day; for more than fifty (50) miles, or more than four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this does not permit running crews through terminals or around other crews at terminals unless such practice is permitted under the pay schedule.

Sec. 6 . Towed or Deadheaded: Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor as per Section 5, the same as if they had run the train to such terminal. The time of such crews begins at the tie-up point at the time relief crew actually takes charge of train.

Sec. 7. Held for Rest: When firemen have a sufficient number of hours to work before being tied up under the law to run over the territory in which the required trip is to be made at a speed of 20 miles per hour in passenger service, or 12½ miles per hour in other road service, they will not be held for rest.

Sec. 8. Availability for Service: When no crews are available under the law or under the provisions of Section 7, and the Company elects to use on required trip crews not having full off duty period, no crews will lose their turn who have sufficient time to run over the territory in which required trip is to be made at a speed of 20 miles per hour in passenger service or 15 miles per hour in other road service.

Note: Pool Freight Crews Not To Be Doubled Out of Home Terminal: In the application of Sections 7 and 8, pool freight crews will not be doubled out of their home terminal, without being given full period of rest, when extra crews are available.

Sec. 9. Care of Engine: 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.

(b) Other Tie-Ups:

Sec. 1. Crew in Commercial Freight Service Tied Up in Work Train Service: A crew in commercial freight service, if taken out of that service while on trip and placed in work, wrecking or snow plow service, will not be tied up between terminals without payment of continuous time, except in accordance with provisions of Hours of Service Memorandum of Agreement.

Sec. 2. Crew in Work Train Service Tied Up in Commercial Freight Service: A crew in work train

service, if taken out of that service in course of day's work and placed in commercial service, will not be tied up between terminals without payment of continuous time, extending until crew reaches a commercial freight terminal, or is tied up on a succeeding day between terminals, after a full day in work train service, except in accordance with provisions of Hours of Service Memorandum of Agreement.

Sec. 3. Local Train Tie-Ups at Turn-Around Point: Crews assigned to local service involving turn-around point, will not be tied up between terminals except in accordance with Hours of Service Memorandum of Agreement.

ARTICLE 38—SUSPENSION, DISCHARGE AND REPRESENTATION

Sec. 1. Discipline Cause: A fireman or hostler will not be discharged, suspended or discipline assessed against his record without just and sufficient cause.

Sec. 2. Discharge, Hearing and Decision: A fireman or hostler will not be discharged without a thorough investigation and a fair and impartial hearing. When a fireman or hostler is charged with an alleged fault that in the judgment of the Company might warrant his dismissal, he will be advised of such fact, in writing, stating cause therefor, and hearing will be held within seven (7) days from date charges are made. If held out of service pending hearing, such hearing will be held within five (5) days from date held out of service. Decision, in writing, will be rendered as soon as possible after hearing is held, but not to exceed fifteen (15) days thereafter.

Sec. 3. Discipline, Hearing and Decision: When, in the judgment of the Company, discipline is to be assessed against the record of a fireman or hostler, he will be notified in writing with cause therefor. If such fireman or hostler feels that the discipline to be assessed is not justified, he will, upon written request to Superintendent, be given a fair and impartial hearing, which will ordinarily be held within five (5) days from date request for hearing is made, and decision in writing will be rendered as soon as possible after hearing is held, but not to exceed fifteen (15) days thereafter. If request for hearing is not made within thirty (30) days, discipline may be assessed.

Sec. 4. Transcript of Evidence: If discipline is assessed, when a hearing is held, a copy of the evidence taken at the hearing will be transcribed, and, upon request, the committee will be furnished a copy.

Sec. 5. Representation at Hearing: The fireman or hostler accused may have a representative of his choice present at a hearing to assist him in presenting his case. The accused and his representative may remain throughout the entire hearing, hear the testimony of all witnesses and interrogate them, if desired. In case of conflicting testimony, witnesses giving same will be brought together.

Sec. 6. Papers Made Available: All papers pertaining to the investigation and hearing shall be open to those concerned at all times and in all cases for the purpose of investigation.

Sec. 7. Appeal: If it be decided by the firemen that a man is unjustly disciplined or discharged, he can, individually or through his chairman or his representative, meet with the proper officials and they will investigate the case and give a prompt decision.

Sec. 8. Reinstatement, Time Lost and Removal of Discipline: If it is found that the fireman or hostler accused has been unjustly discharged or suspended, he will be reinstated and paid for time lost. In cases where discipline assessed against the record of a fireman or hostler is found to be unwarranted, such discipline will be removed and expunged from his personal record, and he will be paid for time lost and necessary expenses away from home terminal on such account.

Sec. 9. Notification of Hearing: Firemen or hostlers called for investigation or hearing will be notified of the matter to be investigated a reasonable time in advance of that set for the investigation or hearing.

Sec. 10. Fixing Time for Investigation: When fixing the hours in which investigations or hearings shall be held, due consideration for rest of firemen and hostlers will be given. In cases of yard firemen and/or hostlers, investigation or hearing will ordinarily be held immediately prior to going on duty or immediately after going off duty with a view of giving the men the maximum time possible off duty.

Note: Investigations with road crews will be started between the hours of 8:00 A.M. and 8:00 P.M.

Sec. 11. Statements and Hearings: Firemen or hostlers will not be required to leave home terminal to make written statements unless they fail to make prompt and adequate written statements in compliance with rules and instructions or when requested to do so. Except for hearings covered by Sections 2 and 3, will not be required to leave home terminal on lay-over days for oral statement or investigation if necessary information can conveniently be secured by division officers while on line.

Sec. 12. Discipline Record: When appeal is taken in any case of discipline or discharge, a copy of discipline and service record of the employe involved will, upon request, be furnished committee.

Sec. 13. Consideration of Record: Before a fireman or hostler is dismissed from the service, consideration will be given to his record and the length and character of his service.

Sec. 14. Reinstatement: A fireman or hostler who has been out of service for more than one year for any cause other than physical disability, will not be reinstated to his former rights. This will not apply to cases under consideration for reinstatement at time of expiration of year's period, correspondence files of Company and Committee to be evidence of such consideration.

Sec. 15. Investigations, New Men: Firemen entering the service will be given an opportunity to correct any misstatements they may have made in filling out application for employment. If such corrections are not satisfactorily made, the man will not be dismissed without an investigation if he so desires. He may have a representative present.

Sec. 16. (a) Investigations Home Terminal, Wage Loss, How Paid—Investigations Away From Home Terminal, Regular Assignment No Time Lost: When firemen or hostlers who are not at fault are required by the Company to attend investigations at home terminal, they will be paid for wage loss, if any, suffered by them. When firemen or hostlers who are not at fault are required to leave home terminal to attend an investigation and lose no time from their regular assignment, they will not be paid for deadheading but will be allowed one (1) day's pay each date at the rate of service to which regularly assigned.

(b) **Investigations Away From Home Terminal, Wage Loss, How Paid:** Firemen or hostlers who are not at fault, required to leave home terminal to attend investigation and who lose time from their regular assignment, will not be paid for deadheading but will be paid for the time lost from their regular assignment.

(c) **Allowed Necessary Expenses:** In either case, when attending investigation away from home in accordance with paragraphs (a) and (b) of this Section, firemen or hostlers will be allowed necessary away-from-home expenses.

Sec. 17. Extra Men, Losing Turn: In the application of Section 16, extra firemen, when released from investigation, will be marked up in turn on working list corresponding with time of arrival on previous trip. If this is not possible, due to other firemen, who arrived subsequent to them, having been called for duty, they will be marked at bottom of list and allowed one day's pay for each twenty-four (24) hours or fraction thereof held off the board, computed from one hour and thirty minutes previous to the time the fireman who went out in their turn reported for duty; such allowance to be based on the class of service and engine on which last service was performed.

Sec. 18. Representation:

(a) The General Committee of the Brotherhood of Locomotive Firemen and Enginemen, will represent all locomotive firemen, 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 recognized interpretation placed upon the schedule involved by the officers of the Company and the general committee making the same, is conceded.

Sec. 19. Service Letters: Firemen and hostlers who have been in the service thirty (30) days or more and who leave the service, will, upon request, be promptly furnished a service letter stating time, character of service and cause of leaving, which they must sign.

Sec. 20. Official Positions: Firemen or hostlers serving in official positions with this Company or serving the engine service employes in an official position shall retain their seniority rights.

Sec. 21. **Committeemen, Leave of Absence:** When request is made, committeemen will be granted leave of absence to serve their organizations and transportation furnished them without unnecessary delay.

Sec. 22. **Fines—Offenses Not Bulletined:** No fine shall be imposed on firemen, hostlers or hostler helpers, for loss or breakage of tools, or damage incurred to rolling stock or for stock killed or injured. Firemen, hostlers or hostler helpers agree to use their best efforts to avoid accidents or damage. Firemen, hostlers or hostler helpers shall not be bulletined for any offense and when a fireman, hostler or hostler helper is discharged from the system, his punishment shall cease.

ARTICLE 39—SENIORITY AND RIGHTS—ROAD AND YARD SERVICE

Sec. 1. (a) **Seniority Districts:** Subject to change by mutual agreement, the seniority districts of firemen are as follows:

OREGON DIVISION

First District:

Road: Portland and Seattle, including branch lines.
Yard: Seattle-Argo and Tacoma yards.

Second District:

Road: Portland and Rieth, including branch lines.
Yard: Albina, The Dalles and Umatilla yards.

Third District:

Road: Rieth and Huntington, including branch lines and Baker yard.
Yard: Rieth-Pendleton, La Grande and Huntington yards.

WASHINGTON DIVISION

First District:

Road: Main line Spokane and Ayer; Tucannon and Spokane, including branch lines; Camas Prairie Railroad Riparia and East Lewiston.
Yard: Tekoa and Spokane yards.

Second District:

Road: Tucannon and Pendleton, including branch lines; Tucannon and Umatilla via Ayer, including branch lines; Yakima and Walla Walla yards.

(b) **Rights:** Rights to road service will be governed by seniority of firemen in that service. Rights to yard service will be governed by seniority of firemen in that service. Firemen will have a right to a choice of regular service only when vacancies occur or a new regular service is created, except in cases where a regular service is abolished. The firemen of such abolished service will be entitled to a choice.

(c) **Entering Other Service:** If a fireman or hostler, whose seniority rights entitle him to work as such, enters other service without the consent of the General Manager and the General Chairman, he forfeits all previous rights subject to Section 20 of Article 38 and Section 16 of this Article. Road men voluntarily accepting regular yard service forfeit their road rights and vice versa, except on Washington Division where joint road and yard rights are provided for.

Sec. 2. Selecting Run After Layoff: Firemen return-to work, after a layoff for any reason, will be permitted to exercise their seniority on runs bulletined and assigned to junior men during their absence, provided, they signify their choice before accepting other duties.

Sec. 3. Demoted Engineer May Take Former Run: When a fireman is placed on the engineers' extra list and is demoted before expiration of bulletin on run formerly held by him, he will be permitted to take run formerly held by him, if he so desires and his seniority will permit, provided, such right is exercised at time of reporting for duty as fireman. In case he takes the run formerly held by him, the bulletin advertising such run will be cancelled.

Sec. 4. Displacements: When, in the exercise of seniority, a fireman displaces another fireman, he must displace the junior man in the class of service in which he elects to go, except that where firemen are assigned to certain trains, runs or classes of engines, he will displace the junior fireman on the train, run or class of engine which he elects to take. Displacements will be made at recognized home terminals. He may, however,

displace any assigned fireman his junior in assigned work train service at tie-up point of work train.

Sec. 5. (a) **Bulletining Regular Service:** All new and vacant regular service, except yard service, will be bulletined for six (6) days at the various points where firemen interested are located. Rights to runs will be governed by seniority. Applications for runs will be made to Superintendent in writing on forms provided and for which receipt will be furnished. Application must be in Superintendent's office by midnight of the sixth (6th) day. Assignments will be made and notices mailed to bulletin boards on the seventh (7th) day and successful applicants will be notified. Where it can be anticipated sufficiently in advance, new regular service will be bulletined for seniority choice of firemen in order that the senior man bidding may be placed on the same when it is inaugurated. Work trains going into service for six (6) days or more will be considered regular service and will be bulletined.

(b) **No Applications for Bulletined Vacancy:** When no applications are received for bulletined vacancy, the junior extra fireman will be placed on the run. When the junior fireman is placed on a run and he desires to be relieved of that run, he must notify boardman in charge of board from which he was forced, in writing, within ten days from the date of assignment, that he wishes to be relieved, and later when a man is placed on the extra list junior to the man who is placed on the run, the man on the run will be relieved by the then junior fireman on the extra list who will be placed on the run and who may secure relief in the same manner when there is another fireman junior to him placed on the extra list. In the event that the extra board is increased by more than one fireman at the same time, if a senior man of the men placed on the board wishes to take the place of the assigned man who is seeking relief because of having been forced on an assigned run, he will be sent to relieve the regular man instead of sending the junior man of the men added to the extra list. Changes and deadhead movements under this rule will be considered as the exercise of seniority.

(c)-1. **Filling Resultant Vacancies for Firemen in Passenger Service:** In bulletining a vacancy for firemen in passenger service, resultant vacancies in passenger service will be filled by applicants for such bulletined vacancy, senior applicant to have preference. Appli-

cants will bid on all passenger runs desired, stating their choice.

2. Filling Resultant Vacancies for Firemen in Freight Service: In bulletining a vacancy for firemen in service paying freight rates, resultant vacancies in service paying freight rates will be filled by applicants for such bulletined vacancy, senior applicant to have preference. Applicants will bid on all runs desired, stating their choice.

Sec. 6. (a) Yard Service Bulletined—Resultant Vacancies—No Application: New or vacant yard service will be bulletined for five (5) days at the various points where firemen interested are located. When no applications are received, the junior extra fireman will be placed on the run. When new or vacant service is bulletined, resultant vacancies will be filled by applicants for such bulletined vacancy, senior man to have preference. Applicants will state their choice of runs when making application for bulletined vacancies.

(b)-1. Preference for Shifts: Yard firemen will have a preference to first, second and third trick shifts. When the starting time of a shift is changed, or the number of days per week the run is scheduled to work is changed, the firemen will have a choice of runs held by junior firemen within that yard. Other firemen displaced as a result of the application of this rule will also have a choice of runs held by junior men within that yard.

2. Exercising Choice of Runs: Choice of runs must be stated as soon as possible after posting of notice of change, but not later than the time of going off duty on first shift following the posting of notice of change or displacement. Men laying off must state choice not later than the time of going off duty on first shift following time of reporting for duty. Changes from one run to another are effective at the time the change of run or shift becomes effective.

(c) Six Days per Week Service: When firemen are assigned for six days per week and the run is worked on the seventh day, an extra fireman will be used.

Sec. 7. Vacating Regular Service: A fireman accepting regular service may make written request to Superintendent to give up such regular service but will remain thereon until position is bulletined and assigned, after which he shall place himself on the extra board that protects the service which he is giving up and

cannot displace on other regular service but must remain on extra board until he can place himself on a temporary vacancy in accordance with schedule rules or secure another assignment.

Sec. 8. Thirty Days' Layoff Vacates Job: When, for any reason, an assigned fireman will be off duty or off his assigned run thirty (30) days or over, if length of proposed absence is known to Superintendent, vacancy will be bulletined and opened for seniority choice. In case of illness, or where, for any reason, the length of absence is indefinite, such vacancy will be bulletined after the expiration of thirty (30) days.

Sec. 9. (a) Rights Confined to Districts: Rights on different districts will be established by the proper official and firemen concerned, and firemen will be confined to district where rights are located, except:

(b)-1. **Interdivisional, Interdistrict Passenger Runs—How Assigned:** Interdivisional and/or interdistrict passenger assignments may be made to which firemen may be assigned to run over more than one seniority district, division or part thereof, and such runs will be filled in proportion to the mileage of each seniority district over which the runs extend. It shall be the duty of the management to keep a check of accumulated mileage balances owed by one district to another, such mileage to be absorbed or worked off as nearly as practicable during each calendar year. In figuring the accumulated balances between the seniority districts or divisions, it is understood that where there are two or more assignments involved, one may be charged against the other, the intention being that repayment will be made on man-mile basis so that there may be a minimum of displacements.

2. Rieth-Wallula Freight Assignments: Interdivisional freight assignments consisting of two crews may be established between Rieth and Wallula, service operating daily in each direction, terminals Rieth and Wallula. Such crews will be filled in proportion to the mileage of the two districts. Where there is an accumulated mileage difference owing to one district or another, such mileage will be absorbed as nearly as practicable during each calendar year and any balance existing at the end of the year will be worked off by replacing man of the debtor district by a man of the creditor district. It shall be the duty of the management to keep a check of such mileage balances and on or about

the 15th of January of each year a statement covering the same will be furnished to the General Chairman for his approval.

3. Washington Division, First and Second District—Accounting of Mileage: First District, Washington Division, irregular or unassigned crews may be operated between Tucannon and Starbuck. Second District crews may be operated between Tucannon and Riparia. First District, Washington Division, irregular or unassigned freight or passenger crews may be operated between Ayer and East Lewiston or between East Lewiston and Ayer via Tucannon when handling passenger extras, circus or carnival trains that are handled intact as a special or extra movement through Ayer to and from East Lewiston. Local freight assignments may be operated between Tekoa and Ayer, via Tucannon, with First District, Washington Division, freight crews. The management will keep a record of mileage accruing to the Second District as a result of either of the foregoing operations and the same will be adjusted in the manner as set forth in this Article.

4. Accounting of Mileage: On or about January 15th of each year, the management will furnish the General Chairman, for his approval, a statement showing one-man passenger mileage due one district or another as a result of interdistrict or interdivisional passenger assignment operation for the preceding year. Similar statement will be prepared covering freight service. End of year balances will be adjusted in the manner as desired by the General Chairman.

5. Displacements At Home Terminal: Except as otherwise provided in paragraph (b)-6 of this Section, firemen accepting regular positions or making displacements on assignments covered by this Section, will do so at the recognized home terminal of the run.

6. Point of Layoff: Regularly assigned freight or passenger enginemen laying off from assignments covered by this Section may do so either at the home terminal of the run, or at the far terminal, if such point is located on his seniority district, as they may elect; provided, however, that when reporting back for work, they must do so at point where they laid off. The extra board having jurisdiction at the point of layoff will furnish the relief, except that Second District, Washington Division, extra board, will furnish relief for its own men.

(c) **Run Off Own District:** When it becomes necessary to run a fireman off his own district in an emergency case, when he returns to the terminal where he left his own district, he will be marked up in his turn with other firemen on his own district.

Note: Territory Albina and Rieth: In territory between Albina and Rieth where there are two sets of pool crews, one set with home terminal Albina working between Albina and The Dalles, and one set with home terminal The Dalles working between The Dalles and Rieth, and it is necessary in case of emergency to use a pool fireman off one district to work on the other district, when such fireman arrives at the far terminal he will be deadheaded back unless held for service in which event fireman will go on pay at expiration of rest period. Such firemen may be deadheaded back, run light or caboose hop without regard to turn of other crews at the terminal, but if used otherwise will take his turn as of arrival. It is understood that if fireman is to be run light or caboose hop, if he has time to make run over the district in accordance with schedule rules, he will be started back with not over three hours' release; if he does not have time to make run without rest, he will be called for return trip at expiration of rest period.

Sec. 10. (a) **Temporary Vacancies Other Than Passenger, How Filled:** Except as otherwise provided, temporary vacancies in mixed, helper, work train, freight or yard service shall be filled from the extra list. Extra men to run first-in first-out of terminal where assigned, except when filling vacancies on a run which ties up at a point where no extra list is maintained, the extra man will remain on the run until displaced by the regular man or by a senior man. After the expiration of six (6) days, a senior extra fireman will, upon application, be assigned to the run, provided, when a senior extra man is holding a run under this rule, he will not be permitted to select other service until displaced from first assignment. Men filling vacancies under this rule will not be displaced until day's assignment is completed.

Note 1. Where Extra Lists Maintained: When a vacancy occurs on a run tying up at the point where the extra list is maintained, the man standing first-out on the extra list at the time call is made will be used to fill the vacancy, and extra men will work first-in and first-out on the vacancy until the regular man makes a trip, or an extra man is assigned to the run by application and works thereon.

Note 2. Where Extra Lists Not Maintained: At points where extra lists are not maintained, the extra man catching the run will remain on same until return of regular man, or until displaced by a senior extra man after the expiration of six days.

Note 3. After Expiration Six (6) Days: In either case, after the expiration of six days from time first extra man was used on the run, the senior extra man making application will be assigned to the run and will hold same until return of regular man, or until displaced by a senior man.

Note 4. When Assigned By Bulletin Will Take Assigned Service: An extra fireman holding a run under this rule and being assigned to regular service by bulletin, will take his regular assigned service when assigned thereto.

(b) Not Displace Extra Yardmen: This rule will not operate to displace extra yard firemen where extra lists for yard service are maintained.

Sec. 11. (a) Extra Men Outside Points—Fill Two Vacancies: Extra men when sent to an outside point to fill a vacancy where no extra list is maintained, may be held at such point to fill not more than two different vacancies, and the provisions of the "Held Away From Home Terminal" rule will apply to extra men, at such points except when filling vacancies.

Note: When May be Displaced: In any event, whether filling one or more than one vacancy, the extra fireman may be displaced by a senior extra fireman after the expiration of six (6) days.

(b) Return to Extra List from Outside Point: When an extra fireman has been at an outside point for six (6) days, he will, upon request, be permitted to return to the extra list. No deadhead pay or pay for time lost will be allowed as result of such movements.

Sec. 12. Use of Demoted Engineers, Emergency: When necessary in cases of emergency to use demoted engineers as engineers, the senior demoted engineer available at the home terminal for extra men will be used, except that when call is made to fill a vacancy as engineer at an outside point, at which point there is a senior demoted engineer, such senior demoted engineer at the outside point, if available, will be used to fill vacancy as engineer.

Sec. 13. (a) **Vacancies, Regular Passenger Firemen:** Temporary vacancies in regular passenger service out of points where firemen's road extra lists are maintained, will be filled from the qualified extra firemen working first-in first-out. After the expiration of six (6) days the senior qualified freight or extra fireman will, upon application, be placed on the run and will hold same until displaced by the regular fireman or by a senior qualified freight or extra fireman. Temporary vacancies in regular passenger service out of points where firemen's road extra lists are not maintained will be filled from road firemen's extra list; extra firemen catching such vacancies will hold same until displaced in accordance with this rule (see paragraph (c) for exceptions).

(b) **When No Qualified Extra Firemen Available:** If no qualified extra firemen are available the junior available qualified pool freight fireman will be used. When the junior available pool freight fireman is used to fill a vacancy in regular passenger service, he will be relieved of this service as soon as there is an available qualified extra fireman.

(c) **Passenger Service Eastbound from Portland:**

1. In case of a temporary vacancy in main line passenger service Eastbound from Portland, the senior main line qualified pool freight fireman available at Portland at the time call is made shall be used to fill such vacancy.

2. If no main line qualified pool freight fireman is available at time call is made, the senior qualified extra man available at the time call is made will be used to fill the vacancy and may be displaced by a senior main line qualified pool freight fireman upon application.

3. After the expiration of six (6) days, a senior qualified freight fireman shall upon application be entitled to take such run and will hold same until regular man returns or until displaced by a senior qualified fireman making application.

4. Under this "exception", qualified pool freight firemen will be considered available when their freight turn is at Albina or when returning to duty after being off account mileage or when used out of their turn in any other service the preceding trip, and provided they have required rest.

(d) **Qualification, Firemen, Passenger:** Firemen will not be considered eligible for passenger service until they have had at least six (6) months' experience as a

road fireman, not less than sixty (60) days of which must have been on this railroad.

(e) **Extra Passenger Trains, Districts Where Pool Freight Crews Worked as Units:** On districts where pool freight crews are worked as a unit, extra passenger trains or additional sections of regular passenger trains will be manned by the qualified pool freight engineer and his fireman, standing first out at the time the call is made, except that when the engineer of the pool freight crew standing for such extra passenger train is not qualified, that crew will not be used, but instead management may reach down on the list and take the first qualified pool freight engineer and his fireman, this without penalty claims for runaround. In case there is no qualified pool freight crew available at the time call is made, the first qualified extra fireman available at the time call is made will be used. If no qualified extra fireman is available, the senior extra fireman will be used.

Note: Present rule in engineers' schedule requires engineer to have worked the equivalent of 25,000 miles as an engineer in road service to be considered qualified for passenger service.

(f) **Extra Passenger Trains—Districts Where Pool Freight Crews Not Worked as Units:** On districts where pool freight crews are not worked as a unit, but engineers and firemen hold their turn on the list independently of each other, extra passenger trains or additional sections of regular passenger trains will be manned by the first out qualified pool freight fireman available at time the call is made. In case there are no qualified pool freight firemen available at the time the call is made, the first out qualified extra fireman available at time call is made will be used. If no qualified fireman is available, the senior extra fireman available at time call is made will be used.

Sec. 14. (a) **Change in Assignment:** Whenever a change is made in the number of days per week a run is scheduled to work, when the initial or final terminal of the run is changed, when the mileage or number of trips of a run is changed, or there is a change of two (2) hours or more in departure time from a terminal, either or any of them, it will be declared open for bid, but the fireman holding such run by assignment will be required to remain on the run pending assignment under the bulletin. Where a reduction of crews is involved in such assignments, the senior fireman not needed to fill the

assignment may remain or exercise seniority elsewhere, and if they choose to remain, junior men will be displaced.

(b) **Failure to Bid—Penalty:** Firemen failing to bid on a run under this rule will not be permitted to displace a junior fireman assigned under the bulletin until the run has again become vacant or they have been displaced from some other run or service, subject to Section 2 of this Article.

Sec. 15. Seniority Lists: Superintendents will make a seniority list of firemen and hostlers at least every six (6) months and post same at all terminals where it can be seen, and send copy to firemen's and engineers' committeemen.

Sec. 16. Leave of Absence: Firemen and/or hostlers having been in the service of the company as such for a period of ten (10) years or more may, with the approval of the General Manager, be granted leave of absence for one (1) year and retain their seniority rights, provided they have not during such leave of absence been employed by any other railroad. After three (3) months and within one (1) year a fireman may return to service with the privilege of displacing any fireman his junior. Any fireman availing himself of the provisions of this understanding must surrender all transportation and Company property.

Sec. 17. Reporting for Duty After Layoff: Firemen laying off for any reason will be required to report available for duty at least two hours before on-duty time, except that road firemen on assigned runs, hostlers, and firemen at outside points will be required to report available for duty twelve (12) hours before the leaving time of their run or the time which they usually begin work and extra men will be notified accordingly as promptly as possible. At outside points where helper crews are worked in a pool, firemen will be required to report twelve (12) hours in advance of 12 midnight and be available for duty at 12:01 A.M.

Note: "Leaving time", as used in this Section, is the time table leaving time of trains shown in time table.

ARTICLE 40—PROMOTION AND HIRING OF ENGINEERS AND FIREMEN

Sec. 1. (a) **Seniority Date, Firemen:** Firemen shall rank on the firemen's roster from the date of their first service as firemen after having passed the required fireman's examinations, when called for such service, except as provided in Section 12 of this Article. Seniority date will be on firemen's roster covering the service (road or yard) for which hired. Firemen when qualified shall be promoted to positions as engineers in accordance with the following rules.

(b) **Preference of Employment:** If available, when new men are needed, members of the Brotherhood of Locomotive Firemen and Enginemen (or members of the Brotherhood of Locomotive Engineers) will be given preference.

Note: Qualified: It is understood that the term "qualified" means that a fireman must have had three (3) years' experience as a fireman on the Northwestern District of the Union Pacific Railroad Company.

Sec. 2. **Examination, Qualification, Certificates:** 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.

Sec. 3. **Junior Firemen Promoted or Used Out of Turn:** If, for any reason, the senior eligible firemen, or engineers to be hired, are not available and a 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 firemen, or engineers to be hired, provided the engineers to be hired are available and qualify within thirty (30) 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 the engineer to be hired, been available and the junior fireman not used.

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

Sec. 4. **Notification of Promotion:** As soon as a

fireman is promoted, he will be notified in writing by the proper official of the Company of the date of his promotion, and unless he files a written protest within sixty days, against such date, he cannot thereafter have it changed. When the date of promotion of a fireman or the date of a hired engineer, or fireman, has been established in accordance with regulations, such date shall be posted and if not challenged in writing within sixty (60) days after such posting, no protest against such date shall afterwards be heard.

Sec. 5. Rights to Promotion: No fireman shall be deprived of his rights to examinations nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examinations 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 examinations and accept proper assignment.

Sec. 6. Notice of Seniority: The posting of notice of seniority rank, as per Section 4, 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 seniority.

Sec. 7. Failure to Pass: A fireman failing to take or pass promotion examinations shall be set back six (6) months in the line of promotion, but will not lose any rights as fireman in choice of runs. He will be required to present himself for re-examination at the head of any following class (or in the same relative position on the fireman's list as other firemen similar to him will be re-examined) after the lapse of six months from the time of failure. Upon second failure, firemen will forfeit all seniority. If a fireman so desires, he may choose a representative from the men in engine service on the division or district where he is employed, to be present with him when being re-examined.

Sec. 8. Seniority Date, Engineer When Promoted: 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 first service as engineer, when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as fireman on any senior-

ity district while a junior engineer is working on the engineer's extra list or holding a regular assignment as engineer on such seniority district.

Sec. 9. Percentage Hired and Promoted:

(a) On a seniority district where firemen are required to fire less than three years, all engineers will be hired.

(b) If required to fire three and less than four years, one promoted and one hired.

(c) If required to fire four and less than five years, two promoted to one hired.

(d) If required to fire five and less than six years, three promoted to one hired.

(e) If required to fire six and less than seven years, four promoted to one hired.

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

(g) On seniority districts where firemen are required to fire eight years or more, all engineers will be promoted.

(h) The foregoing will not prevent committees from having discharged engineers re-employed or re-instated on their former seniority districts at any time.

Sec. 10. Thirty Days for Hired Engineer to Qualify:

If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within thirty days from the 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.

Sec. 11. Thirty Days for Firemen to Qualify:

In case an engineer is hired and used in actual service when, under requirements of Section 9 a fireman (or firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, providing he or they are eligible and qualify within thirty days, who shall rank immediately ahead of the hired engineer on the engineer's seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

Sec. 12. **Seniority, Hired Engineer:** The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in Sections 3, 10 and 11 of this Article. It is further provided that engineers hired, or permanently transferred from one seniority district to another, shall be given a date of seniority as fireman corresponding with their date as engineer.

Sec. 13. **Exchange of Rights:** Exchange of seniority rights by firemen of one seniority district with firemen of another seniority district, or by firemen in road service with firemen in yard service, will be permitted on the Northwestern District, with the approval of Company officials and the Brotherhood of Locomotive Firemen and Enginemen Committees having jurisdiction over the districts involved. All exchanges to be covered by agreements between General Chairman of the organization and the General Manager. Exchanges of seniority rights will be subject to the following conditions:

1. The seniority date of both firemen making exchange of rights will be the seniority date of the junior fireman of the two.

2. Firemen exchanging rights will be promoted in accordance with the seniority position they have on the seniority roster transferred to, provided they have the required experience for promotion, except that yard firemen who exchange rights with road firemen must have at least 18 months' experience as road firemen on the Northwestern District, 6 months of which must be immediately prior to date of promotion, to be eligible for promotion to road engineers; the balance of the experience required can be yard experience on this district.

Firemen who are qualified for promotion, and, after exchanging rights, stand for promotion, will be promoted in their turn when engineers are needed and will establish seniority date as engineer, in accordance with schedule rules, below men promoted before exchange of rights was made.

3. When engineers, who have firemen's seniority date, exchange rights, they will also exchange firemen's seniority, both taking the date of the junior man transferred.

4. All exchanges of seniority rights will be without expense to the Company.

ARTICLE 41—ADDITIONS AND REDUCTIONS OF WORKING LIST AND MILEAGE LIMITATIONS

Sec. 1. (a) **Reduction of Engineers' Working Lists:** When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working lists 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) **Reduction, When Made:** No reduction 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.

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

(c) **Rights When Laid Off:** 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 thirty days from the date their services are required.

(d) **Additions, When Made:** 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.

Sec. 2. (a) **Mileage—Maximum and Minimum:** In the regulation of passenger or other assigned service, sufficient men will be assigned to keep the mileage or equivalent thereof within the limitations of 4000 and 4800 miles for passenger service, and 3200 and 3800 miles for other regular service as provided herein. If, in any service, additional assignments would reduce earnings below these limits, regulations will be effected by requiring the regular assigned man or men to lay off when the equivalent of 4800 miles in passenger or 3800 miles in other regular service has been reached.

(b) **Excess Mileage:** 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.

Sec. 3. (a) Mileage, Road Extra Lists: On road extra lists, a sufficient number of engineers or firemen will be maintained to keep the average mileage, or equivalent thereof, between 3000 and 3800 miles per month, provided, that when men are cut off the working lists and it is shown that those on the extra lists are averaging the equivalent of 3300 miles per month, men will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 3000 miles per month.

(b) Mileage, Combination Service: Engineers or firemen used in combination freight and passenger service will be permitted to make the equivalent of 3800 miles in freight service. Passenger mileage will be equated to freight miles on basis of one and one-fourth ($1\frac{1}{4}$) miles passenger equalling one (1) mile freight. This shall not be construed to modify the preceding paragraph regulating mileage of men in extra service.

Sec. 4. Mileage, After All Men Return to Service: Under provisions of the above rules, it is understood that after all engineers or firemen who have been taken off have been returned to service as engineers or firemen, the 3300 mileage replacement for road extra men and the 3100 miles replacement for yard extra men shall not apply with respect to further additions.

Sec. 5. Mileage, Assigned Yard Service: In assigned yard service, regulation will be made by requiring each regularly assigned man to lay off when he has earned the equivalent of 3500 miles per month.

Sec. 6. Mileage, Extra Yard Service: In extra yard service, a sufficient number of engineers or firemen will be maintained to keep the average earnings between 2800 and 3500 miles per month; provided, that when men are cut off the list and it is shown that men are averaging the equivalent of 3100 miles per month, men will be returned to service, if the addition will not reduce the average earnings below 2800 miles per month.

Sec. 7. Lists Handled Separately: In regulating working lists in the respective classes of service, each list will be handled separately.

Sec. 8. Statement of Mileage To Be Furnished: A statement of mileage made by enginemen, separately, will be made available to the regularly constituted committee on completion of time rolls for each semi-monthly pay period.

Sec. 9. Register Mileage: Firemen in all classes of service will register their accumulated mileage upon arrival at home point in book provided for that purpose. Failing to register their mileage, they will not be entitled to their turn out, provided extra men are available. Foreman, or man in charge, will arrange for relief of each man as soon as mileage limitation has been reached according to miles registered, provided extra men are available. This will not change plan of adjustment of men in pool freight or extra service as provided in Sections 1, 3 and 6 of this Article.

Sec. 10. Begin Mileage Period: Enginemen will begin their mileage period in accordance with agreements made by Local Committee and Superintendent.

Sec. 11. Relieve Men At Outside Points: When lists are reduced and men who are to be cut off are working at outside points, relief for such men will be arranged at the time the lists are reduced.

Sec. 12. No Guarantee: In the regulation of mileage, neither the maximum nor the minimum is guaranteed.

Sec. 13. Laid Off Account Slack Business: Firemen laid off on account of slack business will be given leave of absence subject to call and retain their seniority rights subject to the following understanding:

First: Report Change of Address: Firemen under this rule must, by registered letter, keep the Superintendent informed of their whereabouts and change of address.

Second: Absent Six Months or More: If absent six months or more, if required, must pass the usual examinations, both physical and on rules.

Third: To Reply Promptly When Recalled: When notified by Superintendent by wire or registered letter to report for duty, fireman will reply promptly whether he will report or not, and failure to report within thirty days of the date of Superintendent's notice will be considered as evidence that he does not desire to return and his name will be taken from the seniority list, except

in cases of sickness or other causes over which he has no control and which prevent him from reporting for duty, in which event, he will, within the period named, secure extension of time through his Superintendent.

The foregoing time limit and exception will not be considered as relieving the fireman from reporting for duty at the earliest date possible after notice to report has been received.

Sec. 14. No Penalty Claims: It is understood that the railroad will not be presented with penalty claims arising from the application of the foregoing rules.

ARTICLE 42—TRANSFERRED BY COMPANY

Transferred by Company: Firemen transferred by the Company from the division or district where they are employed, will have the privilege of returning to their respective division or district before any firemen are employed or promoted on districts from which they are transferred, but in case they remain permanently, they shall rank as new men. Firemen shall decide, in writing, to their Superintendent within sixty (60) days from date of transfer, whether or not they desire to remain permanently. They will automatically lose their seniority as firemen on the district from which transferred if they decide to remain permanently transferred.

Note: This not to apply to firemen who are on furlough account force reduction.

ARTICLE 43—ASSISTANCE FOR FIREMEN

Sec. 1. Shoveling Down Coal: On coal burning locomotives, either passenger or freight, coal will be shoveled forward at specified points whenever necessary, or by men riding on locomotives for that purpose, so that it can be reached by firemen from deck of the locomotive.

Sec. 2. Proper Size of Coal: Coal of proper size for firing purposes will be placed on all tenders.

Sec. 3. Determination of Points Where Coal to be Shoveled Forward: It is understood that the committee may take up with the proper officers the question of shoveling coal forward on tenders and determine the points where men shall be located to do this work.

ARTICLE 44—CLEANING LOCOMOTIVES, SETTING UP WEDGES, FILLING GREASE CUPS, CLEANING HEADLIGHTS, PLACING SUPPLIES ON LOCOMOTIVES.

Sec. 1. Cleaning Engines: Firemen shall be relieved of all cleaning of engines.

Sec. 2. Set Up Wedges—Fill Grease Cups—Clean Headlights: Firemen will not be required to set up wedges, fill grease cups, or clean headlights at any point where a competent roundhouse force is employed.

Sec. 3. Intent of Rule: The intent of the rule is to relieve firemen from filling or screwing down grease cups at points where roundhouse force is employed.

Sec. 4. Placing Supplies on Engines, etc.: 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.

Sec. 5. Know Engines Properly Equipped: This will not relieve firemen from responsibility of knowing that engines are properly equipped.

ARTICLE 45—TWO FIREMEN

Two Firemen: When a second fireman is deemed necessary on coal burning locomotives in road service weighing more than 200,000 pounds on drivers, the matter will be taken up with proper official of the Company by the committee.

ARTICLE 46—DRINKING WATER AND ICE

Drinking Water and Ice: Sanitary drinking water in protected vessels will be provided on all engines the year around to be ice-cooled between April 15 and November 15 of each year at points where ice is available. Paper cups will be furnished if desired.

ARTICLE 47—EFFICIENCY TESTS

Efficiency Tests: When efficiency tests are made, they shall not be conducted under conditions that are hazardous to the firemen or hostlers.

ARTICLE 48—PERSONAL RECORD

Personal Record: Firemen or Hostlers will not be required to sign or make out any form of personal record, except for private record of the Company.

ARTICLE 49—OFFICIAL RECORD OF WEIGHT ON DRIVERS

Classifying Locomotives: For the purpose of officially classifying locomotives, the Company will post bulletin at all terminals, showing weight on drivers and size of cylinders of all engines in its service, or will stencil the correct weight and size of cylinders on sides of cab.

ARTICLE 50—GUARANTEE—CONSIST OF BULLETIN

Sec. 1. Weekly Guarantee: Firemen on assigned runs shall be allowed a minimum of one hundred (100) miles for each day per week the man is assigned to work with a minimum six hundred (600) miles per week, exclusive of overtime. When assigned for seven (7) days per week the guarantee will be seven hundred (700) miles per week, exclusive of overtime. This does not apply to pool freight, chain-gang or extra men. (It is agreed that Article 50, Section (1) is a weekly guarantee.)

Sec. 2. Allowed Mountain Mileage: Where firemen are assigned to local freight service in allowed mountain mileage territory, the allowed mileage will be added to the weekly guarantee.

Sec. 3. Interruption of Traffic: In case of unavoidable interruption of traffic, and firemen are not held for service, Sec. 1 will not apply, and company will notify firemen of conditions, whereupon they may elect to exercise seniority or await resumption of service.

Sec. 4. Notify When Not Used: When firemen will not be used on their regular assignment, they will be notified of this fact as soon as possible after it is apparent they will not be needed.

Sec. 5. Make Up Guarantee: Except out of points where extra lists are maintained, firemen on assigned runs may be used in service other than that covered in their assignment to make up their guarantee, provided

such service is rendered within the territory covered by their assignment.

Sec. 6. Consist of Bulletin—Starting Time: Bulletins covering assigned service will show points between which assigned; whether straightaway or turn-around; turning points; home and far terminals; days assigned and starting time if not operated on time-table schedules, and if assigned to handle carded trains, bulletin will specify the train numbers.

Sec. 7. Lay-Over at Other Than Home Terminal—May Go Home When Practicable: Firemen on assigned runs with lay-over day at other than home terminal, will, upon request, be permitted to go home when practicable.

ARTICLE 51—SENIORITY TERMINATES

Seniority Terminates Age Seventy (70): The established seniority rights of engineers and firemen, including hostlers, shall automatically terminate co-effective with the date the engineer, fireman or hostler reaches the age of seventy (70) years, and no person shall be employed as engineer, fireman or hostler within the seniority districts as defined in Article 39, Section 1, of this agreement after arriving at the age of seventy (70) years.

ARTICLE 52—COPIES OF SCHEDULE

Copies of Schedule: Copies of this schedule will be furnished all members of the Brotherhood of Locomotive Firemen and Enginemen.

ARTICLE 53—TERMS OF AGREEMENT

This agreement will be effective as of July 1, 1946, 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, thirty days' written advance notice, containing the proposed changes, shall be given, and conference shall be held immediately on 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. Any other modification and/or interpretations must be concurred in by the General Manager and General Chairman.

For the Union Pacific Railroad Company, Northwestern District:

L. A. COLLINS
Acting General Manager.

For the employes:

EARL WOOD
General Chairman, Brotherhood of Locomotive Firemen and Enginemen.

**FOLLOWING UNDERSTANDING, DATED MAY 8,
1945, IS IN EFFECT CONCERNING ARTICLE 5,
SEC. 4 (e)**

MEMORANDUM OF UNDERSTANDING

In the application of Article 8 (e) of O. R. C. and B. of R. T. Schedule (also applicable to engine crews in freight service), it is understood that if no designated local is operated or no crew earns the local rate, the first freight crew on duty after midnight that runs from terminal to terminal will be allowed the local rate.

Timekeepers will make the local allowance when due and notify crew who is paid the rate.

(Signed) M. C. WILLIAMS

Accepted:

G. V. FEE
C. W. STEVENS
E. HOLLISTER
EARL WOOD

**FOLLOWING IS UNDERSTANDING AS TO METH-
OF OF COMPUTING FINAL TERMINAL TIME
UNDER SECTIONS 2 AND 3 OF ARTICLE 12**

In computing final terminal time under Sections 2 and 3 of Article 12 on runs of less than 100 miles, crew not on road overtime upon arrival, time consumed in inspecting engine will be added to the road time. On runs of 100 miles and over, crew not on road overtime upon arrival, time consumed in inspecting engine will be considered as a part of terminal time. It is, of course, understood that when crews are on overtime upon arrival, road overtime will continue until time of final release.

TERMINAL CONDITIONS GRASS VALLEY

Crews en route through Biggs to Grass Valley will arrive and tie up at Grass Valley, final terminal conditions to apply. Crews going on duty at Grass Valley may be run through to Kent, thence through Grass Valley towards Biggs on a continuous time basis, initial terminal conditions to apply at Grass Valley from on-duty time at Grass Valley to time of departure towards Kent.

**WEIGHT ON DRIVERS OF LOCOMOTIVES IN
USE ON NORTHWESTERN DISTRICT, UNION
PACIFIC RAILROAD CO.**

Steam Locomotives

<u>Weight on Drivers (lbs.)</u>	<u>Engine Numbers</u>
Less than 80,000.....	None
80,000 to 100,000.....	1585 to 1587
100,000 to 140,000.....	705 and 1715 1733 to 1741
140,000 to 170,000.....	523 707 to 718 1575 1730 and 1731 1745 to 1760 2824 to 2859 2881 2885 to 2887 2889 3100 to 3113 3128 3132 to 3138 3160 3202 to 3225 4400 series 4903 to 4929
170,000 to 200,000.....	252 and 254 353 487 719 to 768 2860 to 2880 2882 to 2884 2888 2890 to 2892 2897 to 2899 3114 to 3127 3129 and 3131 3226 to 3227
200,000 to 250,000.....	1900 series 2000 series 2100 series 2200 series 2300 series 2400 series 2500 series 2700 series

(Continued on next page.)

**WEIGHT ON DRIVERS OF LOCOMOTIVES IN
USE ON NORTHWESTERN DISTRICT, UNION
PACIFIC RAILROAD CO. (Continued)**

Steam Locomotives

<u>Weight on Drivers (lbs.)</u>	<u>Engine Numbers</u>
250,000 to 300,000	800 series 5000 to 5039 5070 and 5083 5304 and 5305 5315 to 5317 5400 series 5500 series 7000 series 7800 series
300,000 to 350,000	5040 to 5069 5071 to 5082 5084 to 5098 5306 to 5313 5318
350,000 to 400,000	9500 series
400,000 to 450,000	3800 series 3900 series
Mallets	
Less than 275,000	None
275,000 to 500,000	3500 series
500,000 to 550,000	3594, 3596 and 3599

Diesel Locomotives

<u>Weight on Drivers (lbs.)</u>	<u>Numbers</u>
200,000 to 250,000	DS-1000 to DS-1035
350,000 to 400,000	M-10002
400,000 to 450,000	5-M-1A and 5-M-2B 7-M-1A and 2A 8-M-1A and 2A 9-M-1A and 2A
500,000 to 550,000	LA-1-2-3 SF-1-2-3
600,000 to 650,000	CD-05 A, B and C CD-05 A, B and C CD-07 A, B and C LA-4-5-6 SF-4-5-6

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

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

TABLE SHOWING TIME AND ONE-HALF FOR
OVERTIME (18¾ Miles Per Hour) Expressed in
Miles—For Information and Reference only.

01" to 1'00"		1'01" to 2'00"		2'01" to 3'00"		3'01" to 4'00"	
H. M.	Mls.	H. M.	Mls.	H. M.	Mls.	H. M.	Mls.
1	0	1:01	19	2:01	38	3:01	57
2	1	1:03	20	2:04	39	3:05	58
5	2	1:06	21	2:07	40	3:08	59
9	3	1:09	22	2:10	41	3:11	60
12	4	1:13	23	2:13	42	3:14	61
15	5	1:16	24	2:17	43	3:17	62
18	6	1:19	25	2:20	44	3:21	63
21	7	1:22	26	2:23	45	3:24	64
25	8	1:25	27	2:26	46	3:27	65
28	9	1:29	28	2:29	47	3:30	66
31	10	1:32	29	2:33	48	3:33	67
34	11	1:35	30	2:36	49	3:37	68
37	12	1:38	31	2:39	50	3:40	69
41	13	1:41	32	2:42	51	3:43	70
44	14	1:45	33	2:45	52	3:46	71
47	15	1:48	34	2:49	53	3:49	72
50	16	1:51	35	2:52	54	3:53	73
53	17	1:54	36	2:55	55	3:56	74
57	18	1:57	37	2:58	56	3:59	75
1:00	19	2:00	37	3:00	56	4:00	75

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

From top down—use same miles for minutes not shown until mileage changed.

Example—2" 3" and 4" all are 1 mi.

5" 6" 7" and 8" all are 2 mi., etc.

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 299 MILES IN LENGTH ON SPEED BASIS OF 20 MILES PER HOUR

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

(Continued on next page)

TABLE SHOWING TIME AFTER WHICH OVERTIME ACCRUES ON RUNS 100 MILES TO 299 MILES IN LENGTH ON SPEED BASIS OF 20 MILES PER HOUR

Dis. Miles	Overtime Accrues After Hours	Dis. Miles	Overtime Accrues After Hours	Dis. Miles	Overtime Accrues After Hours
205	10:15	237	11:51	269	13:27
206	10:18	238	11:54	270	13:30
207	10:21	239	11:57	271	13:33
208	10:24	240	12:00	272	13:36
209	10:27	241	12:03	273	13:39
210	10:30	242	12:06	274	13:42
211	10:33	243	12:09	275	13:45
212	10:36	244	12:12	276	13:48
213	10:39	245	12:15	277	13:51
214	10:42	246	12:18	278	13:54
215	10:45	247	12:21	279	13:57
216	10:48	248	12:24	280	14:00
217	10:51	249	12:27	281	14:03
218	10:54	250	12:30	282	14:06
219	10:57	251	12:33	283	14:09
220	11:00	252	12:36	284	14:12
221	11:03	253	12:39	285	14:15
222	11:06	254	12:42	286	14:18
223	11:09	255	12:45	287	14:21
224	11:12	256	12:48	288	14:24
225	11:15	257	12:51	289	14:27
226	11:18	258	12:54	290	14:30
227	11:21	259	12:57	291	14:33
228	11:24	260	13:00	292	14:36
229	11:27	261	13:03	293	14:39
230	11:30	262	13:06	294	14:42
231	11:33	263	13:09	295	14:45
232	11:36	264	13:12	296	14:48
233	11:39	265	13:15	297	14:51
234	11:42	266	13:18	298	14:54
235	11:45	267	13:21	299	14:57
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