

**UNION PACIFIC RAILROAD  
COMPANY**

**NORTHWESTERN DISTRICT**



**SCHEDULE OF RULES**

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**GOVERNING WAGES AND WORKING  
CONDITIONS**

**for**

**BRAKEMEN,  
TRAIN BAGGAGEMEN  
AND YARDMEN**

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**EFFECTIVE MAY 1, 1945  
Superseding Schedule of June 1, 1930**

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H. S. Fones

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**AGREEMENT**

between the

**UNION PACIFIC RAILROAD  
COMPANY**

**NORTHWESTERN DISTRICT**

and the

**BROTHERHOOD OF RAILROAD  
TRAINMEN**

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**Governing Wages and Working Conditions of  
Brakemen, Train Baggage-men and Yardmen**



**Effective May 1, 1945**



# **UNION PACIFIC RAILROAD COMPANY**

## **NORTHWESTERN DISTRICT**

### **SCHEDULE OF PAY FOR TRAINMEN**

The rates of pay shown in this schedule, except for Streamliner Train Service, are the results of the rates of pay shown in schedule effective June 1, 1930, with following National Wage increases added:

44c per day.....	effective October 1, 1937
76c per day.....	effective December 1, 1941
32c per day.....	effective April 1, 1943
40c per day.....	effective December 27, 1943

### **PASSENGER SERVICE**

#### **ARTICLE 1—RATES OF PAY**

(a) **Regular Rates:** Rates of pay for trainmen on trains propelled by steam or other motive power, except as otherwise provided herein:

	Cents per Mile	Dollars per Day	Over- time per Hour	Dollars per Month
Baggagemen handling both express and dynamo.....	5.19	7.78	.9725	233.40
Baggagemen operating dynamo.....	4.96	7.44	.93	223.20
Baggagemen handling express.....	4.96	7.44	.93	223.20
Baggagemen.....	4.74	7.10	.8875	213.00
Flagmen and Brakemen.....	4.62	6.93	.8675	207.90

(b) **Constructive Miles Pendleton-Huntington:** Passenger trainmen, running between Pendleton-LaGrande-Huntington, will be allowed six (6) miles when run over any portion of the district between Duncan and Hilgard and six (6) miles when run over any portion of the district between Baker and Durkee, in addition to all other time made on the trip.

(c) **Passenger Trains Defined:** Passenger trains are those composed exclusively of passenger equipment, in-



cluding baggage, mail and express cars or similar head-end cars, equipped with communicating signal and steam heat connections. Caboose handled on passenger trains either dead-heading or for the accommodation of crew operating the train will not change the classification from passenger train.

(d)-1. **Made Up Passenger Crews:** Except as otherwise provided in Article 6 (c), uniformed passenger crews may be made up to handle officers' specials and extra passenger trains and may be run through between passenger train terminals.

2. **Passenger Rates on Assigned Jobs:** Extra brakemen called from extra boards that protect both freight and passenger service, to fill vacancies in regular assigned passenger service, will be paid passenger rates and passenger conditions. Extra brakemen called from extra boards that do not protect passenger service, to fill vacancies in regularly assigned passenger service, will be paid freight rates and conditions and will be run through pool freight terminals between passenger train terminals.

3. **Passenger Rates Unassigned Jobs:** Brakemen used in extra or unassigned passenger service will be paid freight rates and conditions and will be run through pool freight terminals between passenger train terminals.

4. **Assigned Men Held or Used in Special Passenger Service:** Regularly assigned passenger trainmen may be held or used in preference to extra men on special passenger trains handling government or railroad officials, fraternal or convention trains, and will be paid not less than what they would have earned on their regular assignment had they not been so held or used.

5. **Extra Passenger Service Defined:** Extra passenger trains as referred to in this article are unscheduled trains or sections of trains to which crews are not regularly assigned.

(e) **Company Shipments Handled on Passenger Trains:** Freight rates will be paid to conductors, baggagemen and brakemen of passenger trains on which company shipments are handled as set forth below:

1. **Train Baggage:** The payment of freight rates under the conditions hereinafter set forth will apply to train baggageman only where the cars containing the company shipments are in his charge.

2. **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.

3. **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.

4. **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.

5. **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.

6. **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.)

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

(a) Ice or water for employes.

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

(c) Train signals or flagging equipment.

(d) Locomotive or Diesel parts carried on locomotives or Diesels for their own use.



- (e) Hospital Department supplies.
- (f) Fresh milk, cream, ice cream and fish for employes or the DC&H Department, shipped under either company or express billing.
- (g) Clocks and watches for use of company or its employes.

**8. Freight Rates:** When freight rates apply under the provisions of this agreement, the conductors and brakemen will be paid the minimum freight rate of the passenger district, and the train baggageman will be paid same rate as the brakeman. (Between the Pendleton passenger station and Huntington these rates are currently \$9.28 for conductors and \$8.17 for brakemen, and for all other territory \$8.48 for conductors and \$7.37 for brakemen.) When the freight rates do apply and the total weight of shipments loaded or unloaded between the crew's terminals amounts to 2500 pounds or more, local rates apply. (The current "local rates" just referred to between the Pendleton passenger station and Huntington are \$9.56 for conductors and \$8.61 for brakemen, and for all other territory are \$9.23 for conductors and \$8.25 for brakemen.) The payments of freight rates above provided for are not to include arbitrary miles paid crews of passenger trains in mountain territory.

## ARTICLE 2—BASIC DAY

(a) **Basic Day:** One hundred fifty (150) miles or less (straight-away or turn-around) shall constitute a day's work. Miles in excess of one hundred fifty (150) will be paid for at the mileage rates provided.

(b) **Time Begins:** A passenger day begins at the time of reporting for duty for the initial trip. Daily rates obtain until the miles made at the mileage rates exceed the daily minimum.

## ARTICLE 3—OVERTIME

(a) **Overtime — Short Turn-Around Passenger Runs:** Trainmen on short turn-around passenger runs, no single trip of which exceeds eighty (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 contin-

uously 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.

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

(c) **Overtime—Rate:** Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of one-eighth of the daily rate herein provided.

## ARTICLE 4—GUARANTEES—TABULATIONS OF RUNS

(a)-1. **Guarantees—Regular Men—Tabulation Assigned Passenger Runs:** Regularly assigned passenger trainmen who are ready for service the entire month and who do not lay off of their own accord, shall receive the monthly guarantee provided for in Section (a) of Article 1, exclusive of overtime, except that former higher monthly guarantees shall be preserved, as follows:

Run	Per Month
Portland-Seattle.....	\$217.10
Portland-Pendleton.....	217.10
Pendleton-Huntington.....	217.10
Portland-Spokane.....	217.10
Pendleton-Spokane.....	217.10
Spokane-Wallace.....	217.10
Walla Walla-Yakima.....	217.10
The Dalles-Bend.....	213.70
*LaGrande-Joseph.....	212.00
Yakima-Wallula.....	212.00
*Tekoa-Wallace.....	212.00
*Gasoline Motor Service.....	209.45
*Walla Walla-Wallula.....	209.45

\* Includes switching of train.



**2. Extra Service to Make Up Guarantee:** Extra service may be required sufficient to make up these guarantees, and may be made between regular trips; may be made on lay-off days; or may be made before or after completion of the trip. If extra service is made between trips, which goes to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of one hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

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

(b) **Guarantee—Extra Men:** When a regularly assigned passenger man lays off of his own accord or is held out of service, the extra man will receive the same compensation the regular man would have received, and the amount paid the extra man, or men, will be deducted from the amount the regular man would have received had he remained in service; the sum of the payments to the man, or men, who may be used on the run equaling the monthly guarantee.

(c) **Reduction Assigned Crew—Agreements to 1919:** Reductions in crews or increases in mileage in passenger service from assignments in effect January 1, 1919, shall not be made for the purpose of offsetting these increases in wages, but nothing in this agreement is understood to prevent adjustment of runs in short turn-around and suburban service that are paid under minimum rules for the purpose of avoiding payment of excess mileage, or overtime that would accrue under these rules, without reducing the number of crews. Such runs may be rearranged, extended or have mileage changed by addition of new train service; separate pools or assignments may be segregated or divided, provided that crews are not taken off or reduced in number. Added mileage up to mileage equaling the mileage rate divided into the guaranteed daily rate does not change, take from, or add to the minimum day's pay, and this added mileage is not to be construed as "increase in mileage" within the meaning of this article.

The Management and Committee shall negotiate with a view of not restricting the Management's rights to rearrange service including rearrangement of combination of assignments to equalize mileage on an equitable basis, provided there shall be no absorption of con-

structive mileage or reduction of crews as of January 1, 1919, except where specifically agreed upon.

(d) **Turn-Around Service—Exception:** For the purpose of avoiding payment of excess overtime on turn-around runs in passenger service when any part or leg thereof is over 80 miles, the railroad will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs, such runs to be paid for in accordance with the mileage schedule of this agreement.

(e) **Daily Earnings Guarantee:** When the monthly earnings of regularly assigned passenger trainmen from daily guarantees, mileage, overtime and other rules do not produce the following average amounts per day, they will be paid for each day service is performed:

	Per Day
Baggagemen handling both express and dynamo.....	\$8.08
Baggagemen operating dynamo.....	7.74
Baggagemen handling express.....	7.74
Baggagemen.....	7.40
Flagmen and Brakemen.....	7.23

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

#### Method of Applying Daily and Monthly Guarantees

(1)-(a) Brakeman on thirty day assignment; paid daily minimum, plus eight minutes overtime daily, or a total of four hours at .8675c equals \$3.47, total of \$211.37. As average daily earning for the days on which service is performed is less than \$7.23 will receive 30x\$7.23 equals \$216.90.

(b) Brakeman in example No. 1 (a) lays off five days. He receives 25 days at \$7.23=\$180.75; extra man 5x\$7.23=\$36.15.

(c) Brakeman on 30 day assignment, making 140 miles daily, is subject to the monthly guarantee of \$207.90; makes 10 minutes overtime daily, amounting to \$4.34; is required to perform extra service. Payments accruing under the schedule rules for the extra service will be applied against the payment of 30 days times \$7.23 per day, viz. \$216.90. If such additional payments produce



compensation in excess of \$216.90, daily earning guarantee not involved.

(d) Brakeman on thirty day assignment paying daily minimum which equals \$207.90; average daily earning guarantee  $30 \times \$7.23$  equals \$216.90. Regular man lays off 10 days during month and receives  $20 \times \$6.93 = \$138.60$ ; extra man working 10 days in regular man's place earns \$79.30 (including overtime). Regular man receives \$138.60; extra man receives \$79.30; total \$217.90. As this is more than average of \$7.23 for days of assignment, guarantee not involved.

(2)-(a) Brakeman on 26 day assignment; makes no overtime and performs no extra service; therefore, is subject to the monthly guarantee of \$207.90.  $1/26$  of \$207.90 equals \$8.00 per day. Daily earning guarantee not involved.

(b) Brakeman in example 2 (a) lays off one day; daily earning guarantee is not involved; therefore, regular brakeman receives  $25/26$  of \$207.90 — extra man working in his place  $1/26$  of \$207.90.

(c) Brakeman on 26 day assignment makes no overtime; is required to perform extra service on one Sunday for which schedule requires payment of \$6.93 which is applied against monthly guarantee of \$207.90; \$207.90 divided by 27 equals \$7.70. Daily guarantee not involved.

(3) Brakeman on 28 day assignment, subject to the monthly guarantee of \$207.90; earns 10 hours overtime at .8675c, which equals \$8.68; total \$216.58.  $28 \text{ days} \times \$7.23$  equals \$202.44. Daily earning guarantee not involved.

(4) Brakeman on 28 day assignment which is subject to the monthly guarantee of \$207.90, lays off for one day; receives  $27/28$  of \$207.90 or \$200.47; the extra man  $1/28$  or \$7.43. Daily earning guarantee not involved for either regular or relief man.

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

- (a) will be paid 2 days at \$6.93, equals \$13.86
- (b) will be paid 200 miles at \$4.62 equals \$9.24
- (c) will be paid daily earning guarantee \$7.23
- (d) will be paid daily minimum \$6.93, plus 4 hours overtime at .8675c, equals \$10.40.

(6) Brakeman on a run subject to monthly guarantee of \$217.10: In a 30 day calendar month during which 28 days are made (the new standard daily rate is \$6.93) which for 28 days amounts to \$194.04. 28 days at the new average daily earning guarantee of \$7.23 amounts to \$202.44; inasmuch as the new monthly guarantee is greater than either of the daily guarantees the new monthly guarantee of \$217.10 will be paid.

(7) Brakeman on 31-day assignment making 140 miles daily is subject to monthly guarantee of \$217.10; makes no overtime and performs no other service; makes 31 days at \$6.93 (the new standard daily rate) which amounts to \$214.83. 31 days at the new average daily earning guarantee of \$7.23 amounts to \$224.13. Inasmuch as the new average daily earning guarantee is greater than the monthly guarantee of \$217.10, the new average daily earning guarantee (\$224.13) will be paid.

**Note:** All adjustments on account application of average daily earning guarantees are to be made on the second period pay rolls each month and shown as a separate item.

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

(f) **Extra Men Relieving Regular Men:** When a regular assigned trainman lays off and it is necessary to relieve him and dead-heading of relief man is involved, the amount paid the relief man for dead-heading will not be applied against the guarantee of the regular man, but such payment will apply against the guarantee of the relief man while filling vacancy when dead-head trip is commenced on a day that service is performed on the regular assignment. For purpose of this rule, all dead-head trips will take date as of the time trips are begun.

Example 1. Trainman No. 1 lays off his regular run. Trainman No. 2 is dead-headed on Monday A to B, relieves Trainman No. 1 on Tuesday, Wednesday, Thursday and Friday and dead-heads back to his home terminal Saturday. In this case the amount paid for dead-heading will not be applied against the daily earning guarantee while on the run Tuesday, Wednesday, Thursday and Friday.

Example 2. Trainman No. 1 lays off. Trainman No. 2 dead-heads on Monday A to B, fills assigned run on Monday, Tuesday, Wednesday and Thursday and dead-heads B to A on Thursday. The amount paid for dead-



heading would be applied against the daily earning guarantee of the man filling the run Monday, Tuesday, Wednesday and Thursday.

**Note:** In Example 2, if trainman No. 2 dead-headed on Sunday instead of Monday, the amount paid for dead-heading would not be applied against the daily earning guarantee. In other words, the dead-head trip must begin on the day the service trip begins, in order to be applied against the daily earning guarantee.

**(g) Streamliner Train Service:**

1. Assign one conductor and two brakemen to handle streamliner trains between Huntington and Pendleton, and one conductor and two brakemen to handle streamliner trains between Pendleton and Portland. 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.

2. With the understanding it will establish no precedent, we will establish a monthly salary of \$300.00 for conductors, and \$225.00 for brakemen between Huntington and Pendleton; \$314.10 for conductors and \$237.60 for brakemen between Pendleton and Portland to cover all services rendered in streamliner train service, and it is agreed that extra service may be required to make up this monthly salary per the following paragraph 3.

3. The men assigned to these runs shall not be expected to hold themselves subject to call during lay-over periods. The assigned conductors and brakemen in this service will not be used in extra service out of their home terminals to make up the monthly salary. Crew operating between Huntington and Pendleton may be used out of Huntington and crew operating between Pendleton and Portland may be used out of Pendleton in extra service to make up the monthly salary, and, in the event they are to be held for such extra service, they shall be so informed before the departure of the first regular passenger train on which they could return home. After the assigned men have made up their monthly salary they are not to be used in other than streamliner service.

4. When an extra man is used to take the place of one of the assigned men, the pay of the extra man 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 were five round

trips to be made during that month, each round trip would represent one-fifth of the monthly salary specified in paragraph No. 2 above, each one-way trip would represent one-tenth, and so on.

5. 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 for any reason, such trips will be regarded the same as though normal service is operated. In the event that streamliner service is established to operate a greater number of trips in either of the above-named territories and earnings from mileage rates, daily and monthly guarantees, constructive mileage allowances, and initial and terminal work and delay allowances, as provided for in Articles 1, 4 and 5 of the Conductors' and Trainmen's Schedules, exceed the monthly guarantees provided herein, payment will be made to crews in streamliner service in accordance with provisions of the respective schedules.

**ARTICLE 5—TERMINAL DELAY PASSENGER SERVICE—EXCEPT SHORT TURN-AROUND PASSENGER SERVICE**

(a) **Initial Terminal Time:** When delayed at initial terminal one hour or more after time required to report for duty, passenger trainmen will be allowed one hour's pay for each full hour so delayed, and time on road computed from time first required to report for duty, less the delayed time allowed.

(b) **Final Terminal Time:** When delayed at final terminal, less than thirty (30) minutes will not be counted; thirty (30) minutes up to sixty (60) minutes will constitute one hour, and so on thereafter.

(c) **Advanced Reporting Time:** When trainmen in passenger service are required to go on duty more than 30 minutes in advance of the time set for departure of their train, they will be paid for the actual time consumed, from time brought on duty to time train departs, with a minimum of one hour, provided that if initial terminal time allowance is made under this section no duplicate payment will be made under Section (a) of this article.

(d) **Terminal Time Rate:** The hourly rates of pay for terminal delay will be that shown in tabulation as overtime rates.



## ARTICLE 6—WORKING CONDITIONS

### GENERALLY—

#### TRAIN BAGGAGEMEN

(a)-1. **Grouping Assigned Crews:** Passenger crews may be grouped on certain runs, provided the same results in no additional expense to the company. The details of the grouping and the bidding on same will be worked out between the Superintendents and Local Committee.

2. **Assigned and Unassigned Section of Same Train—Exceptions:** When passenger trains, to which crews are regularly assigned, are divided and operated in two or more sections, the regular assigned crew will be used on the first section, and extra crews will be used on the following sections, except in cases where it is necessary to use a non-uniformed crew on a section of a train so divided, the assigned crew will be used on the first passenger-carrying section.

3. **Coach Provided for Crews:** A coach or other suitable car for the crew will be provided on passenger trains or sections of passenger trains on which there are no passenger-carrying cars.

(b) **Freight Crews Handling Passenger Trains—Rates and Conditions:** Freight crews handling passenger trains will be allowed through freight rates of pay and will not be run through freight terminals when other crews are available. Freight crews handling passenger trains in short turn-around passenger service, one or more round trips, no single trip or leg of which exceeds 80 miles, will be allowed through freight rates of pay and will not be released until day's assignment is completed. Overtime at three-sixteenths (3/16) of the daily rate per hour.

**Example:** Freight crew called at Portland for extra passenger service, report for duty at 7:00 A.M.:

Leave		Arrive	Distance Miles
Portland	7:20 A.M.	Bonneville 9:00 A.M.	38.7
Bonneville	3:30 P.M.	Portland 4:45 P.M.	38.7
Portland	4:50 P.M.	Bonneville 6:15 P.M.	38.7
Bonneville	6:20 P.M.	Portland 7:30 P.M.	38.7
Released	7:30 P.M.	Total 154.8 miles.	

Total time on duty, twelve (12) hours and thirty (30) minutes. Total miles run, one hundred fifty-five (155). Miles run, one hundred fifty-five (155) divided by twelve and one-half (12½), overtime would accrue after twelve (12) hours and twenty-four (24) minutes. Allowance—155 miles at freight rate and 6 minutes overtime at three-sixteenths (3/16) of the daily rate per hour.

(c) **When Extra Passenger Service Handled by Pool Freight Crews—When by Made-Up Crews—Freight Rates and Conditions:** Extra express, extra baggage, extra mail trains, or a combination of the same; extra silk trains, extra circus or carnival trains, extra mixed (freight and passenger) trains, extra exhibition trains (except college, Chamber of Commerce or similar trains), extra military trains (except special trains handling chiefly military officer personnel or hospital trains), and other extra trains not handling revenue passengers including extra dead-head passenger equipment trains that are to be run over the seniority district or between passenger train terminals empty, will be handled by pool freight crews, when pool freight crews are available. If no pool freight crews are available at point needed, extra passenger crews may be made up and used in accordance with Article 1 and trainmen handling such trains will be paid freight rates and conditions.

#### Exceptions:

(1) Extra military trains and deadhead passenger equipment trains will be handled on First Seniority District, Oregon Division, with made-up passenger crews and may be run through Centralia, but such made-up passenger crews will be paid freight rates and conditions.

(2) Extra revenue passenger trains run to and from any point on the Northwestern District handling dead-head equipment in one direction may be handled by made-up passenger crews.

**Note:** Crews referred to in Article 6 (c) need not necessarily be uniformed, except uniformed man may be required when made-up passenger crews are used.

(d) **Brakemen, Baggageman on Motor Cars:** One brakeman or baggageman will be assigned to all motor cars operating on main line.



## SENIORITY RULES FOR TRAIN BAGGAGEMEN

(e)-1. **Filling Vacancies—How Qualified:** Vacancies will be filled from the ranks of trainmen; the senior qualified applicant shall be assigned.

Trainmen desiring to qualify for service under this article will be permitted to do so as per bulletin issued by proper officer and without expense to the Railroad Company.

**2. Seniority—Interdistrict Run:** Seniority will date from the date of qualification approved by proper officer, and seniority rights will be confined to the district where men hold their seniority as train and yardmen, except train baggagemen in the service prior to June 1, 1920, will retain all rights and be senior to men thereafter qualifying for such positions. On baggage runs operating over both the Second and Third Seniority Districts, Oregon Division, between Portland and Huntington, fifty percent of the men will be drawn from each District. This will in no way restrict the assignment of train baggagemen to operate over more than one seniority district or part thereof.

**3. Limitation on Giving Up Run or Displacement:** Trainmen accepting positions covered by this article shall remain in such service not less than one year, except in reduction of force, or except when required to protect conductors' seniority.

**4. Bulletining Runs—Train Baggagemen:** New and vacant runs will be bulletined six (6) days, and the senior train baggagman from the district entitled to the vacancy making application will be assigned. If no bids are received, the junior train baggagman on that seniority district will be assigned. A run operating for a period of ten consecutive days will be considered regular service and bulletined for seniority choice.

### 5. Handling of Extra Train Baggagemen:

(a) Rights to baggagemen's extra or relief work will be governed by seniority as baggagemen.

(b) The senior unassigned baggagemen available on the district where a relief man is needed will be used to fill the place of a regular assigned baggagman who lays off for any reason, and relief man so used will work in accordance with the terms and conditions of the assignment until return of the regular man or until displaced by a senior extra man at the home terminal of the run. Where emergency relief is made at away-from-home

terminal, man making relief will be released after returning to home terminal of run, and vacancy will then be filled by senior unassigned baggagman available at home terminal.

(c) The senior unassigned train baggagman available on the district where an unassigned special service trip originates will be used, if a baggagman is required, and will be run through to the destination of the train, but not beyond the limits of the Northwestern District, Union Pacific Railroad, or East Lewiston on the Camas Prairie Railroad.

(d) Trainmen holding rights as baggagemen and working regularly as either conductors or in yardmaster positions are not available for use as train baggagemen.

**6. Schedule Rules Applicable—Train Baggage-men:** Except as otherwise provided in this article, all schedule rules applicable to passenger brakemen will apply to train baggagemen. However when basic yard day is paid the passenger train conductor and brakemen by reason of being required to do switching or other yard work at points where yard crews are maintained, train baggagemen will not be included in such payments.

## HANDLING U. S. MAIL

Effective May 1, 1928, train baggagemen required to handle U. S. Mail shall be paid thirty-four (34) cents per day more than the standard rates per day herein fixed for train baggagemen.

The extra allowance for baggagemen handling U. S. Mail will not apply when the amount of such mail handled does not exceed in volume, between any two points, that provided for the minimum space that can be authorized by the Post Office Department, viz., three feet or its equivalent, 50 sacks or pieces. Loading U. S. Mail into car, storing it in car, sorting it enroute, or unloading it at intermediate or terminal points will constitute "handling" under this rule. The extra allowance for handling U. S. Mail will not apply when "storage" mail is in charge of the baggagman, provided he is not required to "handle" it. The extra allowance for handling U. S. Mail by train baggagemen will apply to other trainmen who may be assigned regularly or temporarily to that work.

**Note:** For baggagemen handling mail the following interpretations as now established by agreement be-



tween the railroad and the organizations in the case of like employees on the eastern railroads will be followed.

### **Interpretations with Respect to Additional Allowance for Train Baggage-men Handling U. S. Mail**

#### **Question No. 1:**

What is the new monthly guarantee for baggage-men handling sufficient government mail to require payment of differential of 34c per day?

#### **Answer:**

The agreement provides the following monthly rates: Effective December 27, 1943, baggage-men—\$213.00; effective December 27, 1943, baggage-men handling U. S. Mail in excess of the equivalent of three feet of space—\$223.20.

#### **Question No. 2:**

What monthly guarantees will be applied for conductors, assistant conductors (ticket collectors), flagmen and brakemen who handle U. S. Mail sufficient to require payment of differential of 34c per day?

#### **Answer:**

Conductors.....	\$271.80
Assistant Conductors (Ticket Collectors) .	233.40
Brakemen and Flagmen.....	207.90

#### **Question No. 3:**

What average daily earning minima are established for passenger conductors, assistant conductors (ticket collectors), baggage-men, flagmen and brakemen who handle U. S. Mail sufficient to require payment of differential of 34c per day?

#### **Answer:**

Conductors.....	\$9.70
Assistant Conductors (Ticket Collectors) ..	8.42
Baggage-men handling U. S. Mail.....	7.74
Flagmen and Brakemen.....	7.57

These average daily earning minima will be applied in same manner as for baggage-men handling express.

#### **Question No. 4:**

Where baggage-men handle U. S. Mail on certain days and not on other days, is the minimum monthly guarantee to be allowed \$213.00 or \$223.20?

#### **Answer:**

\$213.00. Principle covered by decision to Question No. 4, Interpretation No. 1, Supplement No. 25 to General Order No. 27 applies.

#### **Question No. 5:**

Is the differential provided for baggage-men handling U. S. Mail a money differential, or should it be added to the daily rate for straight baggage-men and divided by 150 to determine the mileage rate and that rate applied to the miles paid for?

#### **Answer:**

The 34c should be added to the daily rate and divided by 150 to determine the mileage rate.

#### **Question No. 6:**

Brakeman handles sufficient U. S. Mail to require payment of 34c differential.

Does the differential apply to the brakeman's or baggage-man's rate?

#### **Answer:**

The differential applies to brakeman's rate.

#### **Question No. 7:**

To what classes does the term "Other Trainmen", used in connection with these differentials, apply?

#### **Answer:**

"Other Trainmen" includes conductors, assistant conductors or ticket collectors, flagmen and brakeman paid passenger rates and assigned to handle U. S. Mail where baggage-men are not provided to handle mail.

#### **Question No. 8:**

If under schedule rules baggage-man, who handles sufficient U. S. Mail to require payment of 34c differential, does other work which requires payment of local freight brakeman's rate for the entire day, is the employee entitled to the 34c differential over the local freight brakeman's rate?

#### **Answer:**

No, as the local freight brakeman's rate is higher than the baggage-man's rate plus the differential.

#### **Question No. 9:**

Brakeman or baggage-man on a mixed train is paid through freight rate of \$7.37 per day. If brakeman or baggage-man handles U. S. Mail, which exceeds in volume between two points, three feet of space or its equivalent in sacks or pieces, should differential be added to through freight rate?

#### **Answer:**

In view of the difference in the mileage basis in freight and passenger service, through freight rate will apply, but if earnings from mileage do not equal \$7.71 that amount will be paid. Overtime rate will be 3/16 of \$7.37.



**Question No. 10:**

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

**Answer:**

Covered by Answer No. 7.

**Question No. 11:**

On four days a week the head brakeman on an assignment works with the baggageman in the baggage car handling parcel post during a portion of the trip or day's work. In the past he has been allowed the baggageman's rate on the days he assisted the baggageman. What should be paid the two men on these four days under the agreement?

**Answer:**

Baggagemen will receive the differential when the volume of mail handled entitles him thereto, no change required in basis of pay for brakeman.

**Question No. 12:**

On certain passenger trains one of the brakemen is required to assist in the loading and unloading of mail at two stations.

(a) Does this incidental assistance by the brakeman entitle him to the differential and

(b) debar the baggageman from the differential?

**Answer:**

(a) No.

(b) This assistance will not affect application of differential to baggageman under the agreement.

**Question No. 13:**

Middle brakeman and flagman render assistance to baggageman in handling U. S. Mail during that portion of assignment when government mail, exceeds in volume between two points, three feet or its equivalent in sacks or pieces.

Are any of these employees entitled to a differential of 34c per day?

**Answer:**

Baggagemen only.

**Question No. 14:**

If more than 50 pieces of mail are handled between any two points in less than three feet, should arbitrary be allowed?

**Answer:**

100 outside packages are the equivalent of 50 sacks (Post Office Department Circular Letter R. A. 528, dated March 23, 1928), therefore, baggageman would have to handle in volume between two points in excess of 50 sacks or the equivalent in outside packages, to be entitled to differential.

**Question No. 15:**

Baggageman starts out of terminal and at station "A" receives 60 pieces of mail and 20 sacks. Under the schedule of space units authorized April 1, 1928, this is the equivalent of 50 sacks of mail. In this particular instance would the baggageman be entitled to the differential?

**Answer:**

No, because the number of pieces and sacks combined do not exceed equivalent of three feet or 50 sacks.

**Question No. 16:**

Baggageman left initial terminal "A" with 20 sacks which he loaded, picked up 25 sacks at "B" and 20 sacks at "C", making a total of 65 sacks in the car upon arrival at "D", at which point he left the train without unloading or handling mail. The mail loaded at any one point did not equal 50 sacks and it was not necessary to sort or handle in excess of 50 sacks between any two points. Does differential apply?

**Answer:**

Yes, as the number of sacks handled (65 sacks) exceeded in volume between two points, 50 sacks.

**Question No. 17:**

Baggageman started out of terminal with 105 sacks of mail which had been loaded, sorted and placed in station order in his car by station forces. He unloaded 25 sacks at "A", 25 sacks at "B" and 25 at "C". Did not load at any point. Left the balance (30) sacks in the car at end of run. Does differential apply?

**Answer:**

Yes, because there were in the car at one time between two points, more than 50 sacks, which he was required to handle.

**Question No. 18:**

A train running over three divisions is manned by different baggagemen on each of the divisions.



When the second division baggageman boarded train there were 100 sacks of storage mail in the baggage car. He loaded, sorted and stacked in the car 32 sacks received at "A"; of these he unloaded 16 at "B" and loaded 16; unloaded 12 at "C", and received 10 which remained in the car with the other 100 sacks when he left it at his final terminal. During his trip he did not handle the 100 sacks which were in the car when he boarded it.

Is baggageman entitled to differential of 34c in excess of the straight baggageman's rate?

**Answer:**

No.

**Question No. 19:**

Brakeman or baggageman is assigned to handle mail in storage car. Does not handle baggage at any time during the trip. Does not regularly perform any duties except in connection with handling storage mail, but in emergency would be used for other train duties. In some cases on mail trains the work is performed by the rear brakeman.

It has been the practice in the past to pay the baggageman's rate to men engaged in performing this work.

How should the agreement be applied?

**Answer:**

Differential does not apply as only mail is handled—payment of baggageman's rate to the brakeman not affected.

**Question No. 20:**

Two baggage cars are provided with baggagemaster in charge of each car; one baggagemaster handles baggage exclusively, the other baggagemaster handles mail exclusively. Under what circumstances would either of these baggagemasters receive the differential?

**Answer:**

The differential would apply when the baggagemaster assigned to handle the baggage has to handle overflow mail in excess of three feet or its equivalent. If the baggagemaster, assigned to the car handling mail exclusively, handles baggage, the differential would also apply to him.

**Question No. 21:**

Baggage is handled in a baggage car and also in a combination car. The baggageman handles baggage and

U. S. Mail in baggage car. Baggage in the combination car is handled by the assistant conductor (ticket collector) or head brakeman. If overflow U. S. Mail from the baggage car is handled in the combination car, would the assistant conductor (ticket collector) or head brakeman be entitled to the differential for handling U. S. Mail, if sufficient volume is handled?

**Answer:**

Yes.

**Question No. 22:**

Some baggagemen are required to assist in loading U. S. Mail into baggage car of train upon which they do not run. More than 50 sacks or its equivalent are loaded. Does this constitute "handling" which entitles men to the differential?

**Answer:**

Not covered by the agreement.

**Question No. 23:**

If more than three feet of space is required to hold less than 50 pieces of mail handled between any two points, should arbitrary be allowed?

**Answer:**

No. It is necessary that the amount of U. S. Mail handled by baggagemen exceed in volume, between two points, 50 sacks or its equivalent in outside packages (100) to be entitled to the additional 34c per day.



## FREIGHT SERVICE

### ARTICLE 7—RATES OF PAY

For through, irregular, and mixed train service, the rates shall be as follows:

	Between Rieth and Huntington, Pendleton and Starbuck, Wallace and Burke.		All other Districts	
	Per Mile Cents	Per Day Dollars	Per Mile Cents	Per Day Dollars
Flagmen and Brakemen....	8.17c	\$8.17	7.37c	\$7.37
Pro Rata Rate..		1.0225		.9225
Overtime Rate— 3/16 of daily rate		1.5325		1.3825

### ARTICLE 8—LOCAL RATES OF PAY

#### CONVERSION RULE

	Between Huntington and Rieth, Pendleton and Starbuck, Wallace and Burke.		All Other Districts	
	Per Mile Cents	Per Day Dollars	Per Mile Cents	Per Day Dollars
Flagmen and Brakemen....	8.61c	\$8.61	8.25c	\$8.25
Pro Rata Rate..		1.0775		1.0325
Overtime Rate— 3/16 of daily rate		1.615		1.5475

(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 pickup 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. Train 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

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

#### 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 live-stock 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, train 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 spots. 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.

**Question No. 12:**

Should conductors make full explanation of all moves made on back of timeslips?

**Answer:**

No, but must enter number of switches made, giving name of station and give sufficient information on other moves to enable timekeeper to verify claim for local rate.

(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 trainmen.

(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 trainmen 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 train crew in each direction, each calendar day freight service is operated, will be paid the local freight rate.

## ARTICLE 9—WORK, WRECK, SNOW-PLOW, FLANGER AND SUPPLY TRAINS

### RATES OF PAY

	Between Rieth and Huntington, Pendleton and Starbuck, Wallace and Burke.		All Other Districts	
	Per Mile Cents	Per Day Dollars	Per Mile Cents	Per Day Dollars
Flagmen and				
Brakemen....	8.25c	\$8.25	7.43c	\$7.43
Pro Rata Rate..		1.0325		.93
Overtime Rate—				
3/16 of daily rate		1.5475		1.395

(a) **Basic Pay:** One hundred (100) miles or less, eight (8) hours or less to constitute a day's work.

(b) **How Manned:** Wreck, snow-plow and supply



trains will be manned by pool crews when available in accordance with the rules governing such crew.

(c) **May Be Tied Up Between Terminals:** Work, wreck, snow-plow and supply trains may be tied up between terminals and time tied up deducted. Upon resuming duty will begin a new day.

(d) **How Bulletined—Rights to Run:** Work trains going into service for more than six days will be bulletined for six days. When a work train remains in service six days without being bulletined, it will, if still in service, be bulletined for six days. Rights to runs will be governed by seniority. Claims to runs will be made to Superintendent in writing.

(e) **When Unassigned Use Pool Crews:** Unassigned work train service will be manned by pool crews working first in and first out of pool freight terminals on initial call for each day's work.

(f) **Consist of Pool Crew—Regular Man Replacing Extra Man at Outside Point—Deadheading:** When pool freight crews are used in unassigned work train service, the entire crew will be used. When a regular pool crew is used and is not to be tied up at a main line away-from-home pool freight terminal and a regular member of the crew is laying off, only two brakemen need be used. If the regular man reports for duty before the crew returns to home terminal, he may dead-head on his own time to point where crew is in service and be available to start the day's work. In the event a regular member of the crew is laying off and an extra man is used to fill his vacancy and the regular member of crew reports for duty and the regular pool crew is not being tied up at a main line away-from-home pool freight terminal, the regular man may deadhead on his own time to point where crew is in service, and the extra man displaced will be paid deadhead allowance back to home terminal.

(g) **Made-Up Crews—Pool Crews Not Available:** When pool crews are not available and it is necessary to make up a crew to handle unassigned work train service that will not run into or out of terminals of pool crews on the same district, only two brakemen need be used.

(h) **Notifying Crew as to Kind and Probable Duration of Service:** Crews called for work train service

will be notified of such assignment when called and if possible, will be advised as to the probable duration of service.

(i)-1. **Separation of Road and Yard Work:** Yard crews will be used to perform work train service in yards where yard crews are employed, provided all of the work is within the yard limit boards. Road work train crews will be used when major portion of day's work is outside yard limit boards or they start their day's work in road service and move into and out of the yard two (2) or more times in the course of the day's work for the purpose of picking up or setting out cars in exclusive work train service, or to bring into or to take out of the yard, loads of material or cars used for maintenance or construction purposes; may load or unload the same and spread or doze off whatever surfacing material they unload, with a dozer or spreader that is part of the work train's equipment.

2. **Self-Propelled Roadway Machines, Road and Yard Service:** On self-propelled roadway machines, if day's work is inside yard limit boards in yards where yard crews are employed, a yard foreman will be used as pilot, provided no cars other than idler and supply car for the machine are handled. Provided also, if roadway self-propelled machines such as clam shells, locomotive cranes, weed burners, pile drivers, rail detectors, etc., originate in road service and then come into the yard to finish day's work in yard service or originate in road or yard service and finish in the service where started under circumstances where the greater portion of the day's work is in road service, a conductor-pilot will be used. Provided, however, that self-propelled machines working exclusively in shop or material yard tracks, not required to move into or out of track where work is being done, will not require the use of pilots.

**Note: Self-Propelled Machines Defined:** Self-propelled machines as referred to herein does not include machines used by track and bridgemen in connection with their work that can be lifted from track at set-off points.

(j) **Supply Trains—Work in Yards Limited:** Supply trains running into and out of yards where yard crews are assigned may, after arrival and/or before departure be required to spot or respot their trains at points where supplies or company material are loaded or unloaded, including loading of scrap material from main line or



adjacent lead tracks, provided that set-out or pick-up of cars is not required, and such work will not be regarded as yard work.

(k) **Sunday at Home:** Trainmen in work train service requiring them to be away from home over Sunday, will, unless otherwise advised, be permitted to go home for that day, provided they can return before time for beginning work Monday morning. If advised to remain at tie-up point over Sunday and are not worked, they will be paid one day at work train rates.

**Note: Main Line Rate Applicable on Branches:** The rates in effect on the portion of the main line with which the branch connects shall be applied on the branch as the minimum.

## ARTICLE 10—BASIC DAY AND OVERTIME

### CONVERSION RULE

#### TWO GRADES OF SERVICE

(a) **Basic Day:** In all road service, except passenger service, 100 miles or less, 8 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.

(b) **Overtime—Mileage Basis:** 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 twelve and one-half. Overtime shall be paid for on the minute basis, at a rate per hour of three-sixteenths of the daily rate.

(c) **Conversion Rule—Freight and Passenger Service:** Road trainmen performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed. The overtime basis for the rate paid will apply for the entire trip.

(d) **Basic Day for Each Grade of Service:** Trainmen performing two grades of service during a trip or day's work (brakeman and conductor) shall be paid not less than a basic day for each grade of service performed.

## ARTICLE 11—GUARANTEE IN ASSIGNED FREIGHT SERVICE

(a) **Miles of Assignment When Used—Minimum When Not Used:** Trainmen on assigned freight runs shall be allowed not less than the mileage of the assignment on days they perform service on the assignment, or perform service as per Section (c) of this article. On days assigned to work where no service is performed they will be allowed one hundred (100) miles at the rate of service to which assigned, provided, however, that if delayed train connection results in bringing crew on duty after midnight of day assigned to work, but crew makes the trip to which assigned, the no-service day is not involved.

**Note: Crew Doubling Territory on Runs Bulletin Daily:** On runs bulletined to operate daily, on which by mutual agreement assigned crew doubles the territory in one day laying over the following day, the day's assignment is considered as fulfilled and no guarantee is due for the lay-over day between such trips.

(b) **Notified When Not Used:** When trainmen 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.

(c) **Make-Up Guarantee—Exceptions:** Except out of points where extra lists are maintained, trainmen 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.

(d) **Lay-Over-Day—Limitation:** Trainmen on assigned runs with lay-over day at other than home terminal, will, upon request, be permitted to go home when practicable.



**ARTICLE 12—TERMINAL WORK AND DELAY  
ARRIVAL POINTS**

**SEPARATION ROAD AND YARD WORK**

**POOL FREIGHT TERMINALS**

**SPECIAL PROVISIONS**

**(Not Applicable to Traveling Switcher Assignments)**

**INITIAL SWITCHING AT TERMINALS NOT  
COVERED BY YARDMEN'S SCHEDULE**

(a) **Initial Work Allowance:** Trainmen required to do switching, load or unload stock, etc., before starting on run, will be paid therefor at pro rata rate on the minute basis and time on road computed from the time required to report for duty less the time allowed for switching. In calculating the time engaged in switching under this rule it is understood that the time will be continuous from the time the work is begun until it is completed and the train is coupled together. When overtime accrues, computed from the time reporting for duty, the allowance for switching or the overtime, whichever is the greater, will be paid.

**INITIAL ALLOWANCE FOR PICK-UP AT  
CERTAIN TERMINALS COVERED BY  
YARDMEN'S SCHEDULE**

(b) **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 train 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 crews 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.

**DELAY TIME AT FINAL TERMINALS**

(c) **Final Delay and Work Allowance:** For freight service, final terminal time shall be computed from the time the engine reaches designated switch and paid for the full delay at the end of the trip on the minute basis at one-eighth ( $\frac{1}{8}$ ) of the daily rate per hour when no overtime accrues to time of release. If crew is on overtime at the time engine reaches final designated switch, overtime will be continuous until the crew is finally released. If not on overtime when engine reaches the designated switch, but overtime period commences before final release, final time up to the period when overtime commences will be allowed at one-eighth ( $\frac{1}{8}$ ) of the daily rate per hour and time thereafter at the overtime rate. 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 (d) of this Article, will report the time when stopped as the time of arrival at designated switch.

**SET-OUT PERMISSIBLE AT CERTAIN FINAL  
TERMINALS COVERED BY YARD-  
MEN'S SCHEDULE**

(d) **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 as 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 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 (b) and (d) 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.

(e) **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 (b) and (d) 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 en route 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.

(f) **Pool Freight Terminals:** The following are terminals in pool freight and unassigned freight service:

## OREGON DIVISION

### First District:

Argo, Centralia, Hoquiam and Albina. Centralia is the home terminal.

### Second District:

Albina, The Dalles, Rieth, Heppner, Condon, Bend and Grass Valley. Albina is the home terminal for crews operating between Albina and The Dalles. The Dalles is the home terminal for crews operating The Dalles and Rieth and Branches.

**Note: 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.

### Third District:

Rieth, LaGrande, Huntington and Joseph. LaGrande is the home terminal.

## WASHINGTON DIVISION

### First District:

Ayer, Tekoa, Starbuck, Wallace, Connell and Spokane. Tekoa is the home terminal.

**Note: When East Lewiston Away-From-Home**



**Terminal:** East Lewiston is an away-from-home terminal for crews operating to and from points on the First District, Washington Division.

**Second District:**

Umatilla, Walla Walla, Ayer and Yakima. Walla Walla is the home terminal.

**Note: Change of Pool Terminal:** New terminals or changes in existing terminals for pool freight and unassigned crews will be made by agreement between Management and General Chairman.

**SPECIAL PROVISIONS AND TERMINAL ALLOWANCES FOR POOL FREIGHT OR MADE-UP PASSENGER CREWS HANDLING UNASSIGNED PASSENGER MIXED FREIGHT AND PASSENGER TRAINS IN AND OUT OF ALBINA-PORTLAND, RIETH-PENDLETON**

(g) **Special Rule Albina-Portland, and Rieth-Pendleton:** 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 made-up passenger crews. Trainmen called to handle outbound 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 (c) 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.

(h) **When Applicable Pendleton:** Pool freight crews entering or leaving Pendleton, eastbound or westbound, with extra passenger trains or mixed freight and passenger trains, will receive the following special terminal allowances:

**1. Outbound:** On outbound movements, eastbound or westbound, crew receiving the train at Pendleton passenger station will be paid initial terminal time from the time the train engine leaves the engine house track at Rieth until the train departs from the Pendleton passenger station eastbound, or Rieth westbound, with a minimum of one hour.

**2. Inbound:** On inbound movement, westbound, crew delivering the train at Pendleton passenger station, will be paid final terminal time from the time train arrives Pendleton passenger station, continuing until train engine reaches the engine house track at Rieth, and crew is finally released, with a minimum of one hour. On inbound movements, eastbound, trainmen delivering the train at Pendleton passenger station will be paid final terminal time from arrival point at Rieth, as determined by Section (b) of this Article, continuing until train engine reaches the engine house track at Rieth, and crew is finally released at Rieth, with a minimum of one hour.

(i) **Special Allowance Putting Engine on Train Where Distance One Mile or More:** Except as provided in Section (h) of this Article at initial terminals where the distance is one mile or more between roundhouse and designated point in yard where engine is coupled to the train in freight service, and a member or members of the crew are required to handle engines between these points, the member or members of crew accompanying engine will be allowed miles or minutes, whichever is the greater. Time allowed under this rule not to be computed in figuring overtime on the trip.

**ARTICLE 13—TRAVELING SWITCHER ASSIGNMENTS**

(a) **Condition of Assignment:** Traveling switcher assignments may be made combining road service and yard service, provided all such service is performed within a zone extending twenty-five (25) miles in each direction from the home terminal. Trainmen in such service will be paid the highest rate for any class of service performed, but not less than the local freight rate, for the entire trip or day's work. One hundred (100) miles or less, eight (8) hours or less, shall constitute a day, overtime to be computed on the minute basis at the overtime rate, time to be computed con-



tinuously 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 shall not be established out of Argo, Albina, The Dalles, Rieth, LaGrande, Huntington or Spokane, except by agreement between the management and representatives of the employees 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 two (2) hours or less from time required to report for duty, forty-eight (48) hours' advance notice will be given of such change, and if changed more than two (2) hours the run will be rebulletined for seniority choice. Rights to runs will be governed by seniority. Claims to runs will be made to Superintendent in writing.

(c) **Used Outside Assigned Territory—Penalty:** Trainmen in traveling switcher service used outside of their assigned territory will be allowed a minimum of one hundred (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.

(d) **Preservation Yard Service:** This rule will not operate to replace with traveling switcher assignments existing yard shifts as of January 1, 1930, in yards where yardmen hold rights prior to March 1, 1923, or to permit traveling switcher assignments to work exclusively within the switching limits in such yards.

(e) **Engines—How Equipped:** Engines assigned to traveling switcher service shall be equipped with headlights and foot-board, and unless a caboose is used, with a suitable box in which clothes and lunch boxes may be placed. An engine temporarily assigned to traveling switcher service shall be so equipped at the first opportunity, if such engine is to be continued in traveling switcher service more than twenty-four (24) hours.

## ARTICLE 14—BEGINNING AND ENDING OF DAY—SIDE TRIPS

(a) **When Time Begins and Ends—Advance Calls Superseded:** In all classes of service other than passenger, trainmen's time will commence at the time they are required to report for duty and will continue until the time they are relieved from duty. All advance call time rules are superseded and the Management may designate the time for reporting for duty.

(b) **Short Turnaround—Pool Service:** Trainmen in pool or irregular freight service may be called to make short trips or turnarounds, with the understanding that one or more turnaround trips may be started out of the same terminal and paid actual miles, with 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 trainmen 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.

This rule will not permit the running of crews through terminals on to districts where they are not assigned, when crews of that district are available.

(c) **Emergency Doubling Between Terminals:** After departure from initial terminal, trainmen 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.

(d) **Doubling In and Out of Terminals:** Trainmen 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.

(e) **Side Trips Between Terminals:** Trainmen 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.

(f) **Used Off Seniority District From Intermediate Point:** When trainmen are used off their assignment from an intermediate point on to 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.

(g) **Diverging Route Between Terminals:** Where trip is made between terminals of an assignment by an assigned crew, or between pool freight terminals by pool freight crew, via diverging line over any or all of the route, no side trip is involved.

(h) **Detouring Over Foreign Lines or Via Diverging Lines:** When trainmen are detoured over a foreign line, or via diverging line, and run through between terminals of assignment, account wrecks, washouts or other track obstructions, they will be paid the mileage of regular assignment. Where mileage made over such foreign line or diverging line is in excess of the mileage of the regular assignment, they will be paid on the basis of the mileage run. In case mountain rates or constructive miles are paid in territory over which detour movement is made, Northwestern District mountain rate or constructive miles will apply.

(i) **Walla Walla Special Rule:** Trainmen on runs out of Walla Walla required to make train movements between old and new depots at Walla Walla, will be paid for actual distance covered, same to be included in road mileage made on trip.

## ARTICLE 15—DOUBLE HEADER RESTRICTIONS

### EXCEPTIONS—PENALTIES

(a) **Engine Rating:** Engines will be given tonnage rating based on what they are capable of handling under usual and ordinary conditions.

(b) **Where and When Train May Be Double-Headed:** Trains of over forty cars (exclusive of cabooses) will not be double-headed except as hereinafter provided. Helpers may be used between the following points:

The Dalles and Seufert.  
South Junction and Metolius.  
Umatilla and Hinkle.

\*Messner and Hinkle.

\*\*Gibbon and Kamela.

\*\*LaGrande and Kamela.

LaGrande and Hutchinson.

North Powder and Telocaset.

\*\*Baker and Encina.

\*\*Huntington and Encina.

\*Wallula and Riverview.

Tekoa and La Crosse via Colfax or Thornton.

Tekoa and Spokane.

Tekoa and Chatcolet.

Centralia and Castle Rock.

\*The number of helpers to be used between Messner and Hinkle, Wallula and Riverview will be such as is necessary to move a train brought to such points by a single engine without any increase in tonnage.

\*\*The number of helpers to be used between Gibbon and Hilgard and between Baker and Durkee will be such as is necessary to move a train that could be handled into Gibbon, Hilgard, Baker or Durkee—as the case may be—by the heaviest locomotive in road service on Division where helper district is located, but two smaller engines may be used to move such trains into the helper point.

### EXCEPTIONS

Double-headers may be run on any district, provided the rating of the largest engine handling the train is not exceeded.

In case of accident to any single engine, consolidation may be effected with another train, and this consolidated train brought to a terminal as double-header if practicable.

In case more than two engines are used on a train over any portion of the district between Tekoa and Spokane



and between Tekoa and La Crosse via Colfax or Thornton, the ratings of the two heaviest engines on the train will not be exceeded.

(c) **Double Mileage—Penalty:** For the purpose of enforcing this Article, double mileage will be paid for actual mileage double-headed, when same is violated, and such additional mileage will not be taken into account in computing trip mileage.

#### ARTICLE 16—DOUBLING

**Doubling:** Where crew is required to double, actual miles run including doubling mileage will be the mileage of the trip, overtime computed as per Article 10.

#### ARTICLE 17—PILOT SERVICE

(a) **Brakemen Pilots:** Brakemen used as pilots will be paid rates and conditions for this service as established by the Conductors' Agreement.

(b) **Roadway Machines—Pilots:** Self-propelled roadway machines, operated outside of yard limits, and Maintenance of Way machines of any character that may require flag protection outside of yard limits, will require the use of a conductor-pilot. Conductors in this service, who are not furnished brakemen, will be paid the local freight rate, applicable to the district, and work train conditions, and when brakemen are furnished, crew will be paid work train rates and conditions. Conductor-pilots used in this service, from tie-up point to tie-up point, when no work service is performed en route, will be paid through freight rates and conditions.

**Note: Self-Propelled Machines Defined:** Self-propelled machines as referred to herein does not include machines used by track and bridge men in connection with their work that can be removed by hand from track at set-off points.

#### ARTICLE 18—REDUCING POOL CREWS

(a) **How Reduced:** When traffic becomes so light that reasonable wages (the equivalent of 3500 miles) cannot be made, the number of crews will be reduced

(beginning with the youngest as represented by the conductor) until those left in the service can make reasonable wages.

(b) **Not a Guarantee:** Nothing in this Article shall be construed as a guarantee nor shall it be applied in such manner as to force the Company to have less crews in service than is necessary to handle the business.

(c) **Conductors Reduced:** Conductors temporarily reduced under this rule will not hold rights as brakemen over those older in the service.

(d) **Mileage Check for Local Committees:** This rule will work automatically in reducing crews when it can be done without detriment to the service. Joint requests of Local Committees, O. R. C. and B. R. T., will be given consideration in reducing and increasing number of crews. It is understood check of mileage will be given for any payroll period requested by Local Committees.

#### ARTICLE 19—THREE BRAKEMEN ON FREIGHT TRAINS UMATILLA-HUNTINGTON

Three brakemen will be employed on all freight trains operating on main line between Umatilla and Huntington. This rule shall not apply to branch line trains running over portions of the main line, nor to freight trains operating for a distance not in excess of fifteen (15) miles, nor to traveling switch engines.



## GENERAL—TRAIN AND YARD SERVICE

### ARTICLE 20 — HELD-AWAY-FROM-HOME TERMINAL TIME—IRREGULAR SERVICE

**To Whom and When It Applies:** Trainmen 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.

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

**Note: 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, and accrued held time payment to terminate coincident with the time crew goes on duty on service trip or departs from the terminal dead-head.

### ARTICLE 21—HOURS OF SERVICE TIE-UPS AGREED UPON INTERPRETATION EMERGENCY TIE-UPS

#### (a) Memorandum of Agreement—April 1, 1908:

**Section 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.

**Section 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 under the individual schedules of the different roads.

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

**Section 4. Continuous Trip, Destination Changed:** A continuous trip will cover movement straightaway or 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.

**Section 5. Resuming Duty Continuous Trip:** Road crews tied up under the law will be paid the time or mileage of their schedule from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid miles or hours, whichever is the greater, from the tie-up point to the next tie-up point, or to the terminal. It is understood that this Article does not permit crews to be run through terminals unless such practice is permitted under their schedules.

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

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

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

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

It is understood that crews may be tied up under the



law after being on duty 14 hours if it is apparent that the trip cannot be completed within the lawful time.

(2) **Tied Up Between Terminals:** Road crews tied up between terminals under the law shall be considered as on duty and paid immediately on the expiration of the minimum legal period off duty, as per Section 3 of the above agreement.

(3) **Advice as to Destination:** Trainmen will be advised, at the time they are released for rest, of destination train is making.

(4) **Dead-Heading—When Pay Begins and When Ends:** Crews will be paid for dead-heading into terminals after tie-ups, irrespective of whether their period of rest has expired. Time for such dead-heading shall commence immediately at the time the train is taken in charge by the crew who handles it into the terminal, and it shall cease when such crew shall arrive at the terminal.

(5) **When Will Not Be Tied Up Between Terminals:** Crews or men starting out of initial terminal not fully rested will not be tied up between terminals unless are on duty fourteen (14) hours in the aggregate, and if tied up a less number of hours will be considered as on continuous time basis.

(6) **Tie-Ups to Avoid Overtime:** Trainmen will not be tied up between terminals either in straightaway or turn-around service for the purpose of avoiding the payment of overtime. Crews will not be held on duty at any point awaiting expiration of fourteen (14) hours and then tied up under the law without payment of continuous time.

(c) **Other Tie-Ups:**

(1) **Crew in Commercial Freight Service Tied Up in Work Train Service:** A crew in commercial freight service if taken out of that service while on trip and placed in work, wrecking or snow plow service, will not be tied up between terminals without payment of continuous time, except in accordance with provisions of Hours of Service Memorandum of Agreement, or Rule (c)-5 of this Article.

(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, or Rule (c)-5 of this Article.

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

(4) **Local Train Tie-Ups at Turn-Around Point:** Crews assigned to local service involving turn-around point, cannot be tied up between terminals except in accordance with Hours of Service Memorandum of Agreement effective April 1, 1908, and Rule (c)-5 of this Article.

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

**EXAMPLES—ACTS OF GOD TIE-UPS**

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

**Question No. 1:**

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

**Answer:**

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

**Question No. 2:**

Same crew as in Question No. 1 is called on duty at D 4:30 P.M. 2nd; continues trip from D and arrives at H,



where they are again tied up at 8:00 P.M., the 2nd, account washout ahead. Line is cleared and crew goes on duty at H at 9:00 A.M. the 3rd; arrives and ties up at J at 7:00 P.M. the 3rd, and is not called on duty at J for another trip until some time on the 4th. What allowance would be made to this crew for entire trip from A to J?

**Answer:**

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

**Question No. 3:**

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

**Answer:**

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

**Question No. 4:**

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

**Answer:**

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

**Question No. 5:**

Crew is called on duty at A 12:05 A.M., the 1st, leaves at 12:30 A.M., the 1st; runs to D and is tied up there at 5:00 A.M., the 1st, account track impassable ahead of them; crew is called back on duty 10:00 A.M., the 1st, and runs to H where they are tied up at 5:00 P.M., the 1st, due to washout in track ahead; goes on duty at H at 11:00 P.M., the 1st, and runs to J, tying up at 2:00 A.M.,

the 2nd. What allowance should be made to this crew for entire trip from A to J?

**Answer:**

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

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

**ARTICLE 22—UMATILLA TIE-UP RULE**

**WALLULA TIE-UP RULE**

(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) **To Whom Rule Applies:** This rule will apply to freight crews used on extra passenger trains, on additional sections of regular passenger trains and to crews handling supply trains, if tied up at Umatilla.

(c) **Not Applicable to Work Train Service — Exceptions:** The above rule does not apply to crews in unassigned work train service except when tied up after performing commercial service and then run out in work train service, or vice versa. Crews run from The Dalles to Umatilla and return to The Dalles, except where tied up for eight (8) hours or more under the rule, will end their day and start another day out of Umatilla.



(d) **Wallula Tie-Ups—Interdivisional Runs:** Crews assigned to interdivisional freight service and tied up at Wallula under the provision of Article 29, 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.

#### **ARTICLE 23—CALLING—REPORTING FOR DUTY—CALLED AND RELEASED**

(a) **Calls—Calling Limits—Sign Call Book:** Trainmen will be called for duty one and one-half (1½) hours as near as practicable at district terminal stations before required to report for duty. Trainmen on 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 mile; except where men are called by telephone this limit will not apply. The caller will be provided with a book showing the names of persons and when and for what train called, in which trainmen 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.

**Note: Calling Limits at The Dalles:** The calling limits at The Dalles will be one mile from the present freight office, until further advised.

(b) **Limits on Reporting Available for Duty:** Trainmen laying off for any reason will be required to report available for duty at least two (2) hours before their run goes out or they are needed for service, except that assigned trainmen at outside points will be required to report available for duty not less than twelve (12) hours before the leaving time of their run, or the time at which they usually begin work, and extra men will be notified accordingly as promptly as possible. Assigned trainmen at outside points may, at time of laying off, specify the number of days or trips they will be off, but not to exceed ten (10) days, and will protect their assigned runs at the expiration of the designated layoff time.

**Note: Leaving Time:** Leaving time as used in this rule is the time-table leaving time of train shown on the time-table.

(c) **Called and Released Payments:** When a trainman is called and held on duty four (4) hours or less, but not used during that period, he will be paid one-half day's pay and will hold the same turn on the board as when called. If not released within four (4) hours (or if a member of the crew for which he is called has moved the engine from place where engine crew takes charge of engine towards the train), a full day's pay will be allowed and he will go to the foot of the board at time of release. If he is called and released before leaving home or place where called, no allowance will be made provided the call and release were between the hours of 6:00 A.M. and 10:00 P.M.

#### **ARTICLE 24—POOL CREWS—FIRST-IN FIRST-OUT—RUNAROUND—FILLING VACANCIES**

(a) **First-In First-Out—Penalties:** Train crews will be run first-in first-out in the same class of service (tie-up time to govern), except as provided in Article 14 (b). A crew standing first out and not called in turn will be allowed 100 miles and stand last out, and will be placed last out at the on-duty time of the crew called. Train crews will not be considered run around when run out on trains called for, except that where two (2) or more crews are called in turn for trips in the same direction and crew first on duty departs one (1) hour or more, later than crew next brought on duty, crew thus run around will be allowed fifty (50) miles in addition to trip allowance.

(b) **Filling Vacancies—Made-Up Crews:** Pool freight crews will be made up at the home terminal and will be placed last out on the board at the time they are made up. When regular pool crews are not available extra pool crews may be made up at home pool terminal and will be taken off on return to home pool terminal. When the volume of business justifies an additional regular crew or crews in pool freight service, or when the volume of business justifies the establishment of regular pool freight service on any district, the senior extra men required, from the extra board that protects the service, next in line for regular car will be placed on such crew or crews. If senior man or men required are not available, they will be marked up on such crew or crews and extra men used as per Article 31 (a)-1 until senior man or men are available; provided, however,



that men who signify their desire in writing to remain on the extra board may do so.

(c)-1. **Availability—12½ Miles per Hour:** Crews with less than full rest period will be used in their turn if they have time to make the trip over the district at a speed of twelve and one-half (12½) miles per hour.

2. **Availability—15 Miles per Hour:** If the Company elects to use crews with less than time in paragraph (c)-1, no crew will lose its turn out if they have time to make the trip at speed of fifteen (15) miles per hour.

3. **Availability—Company Option:** If Company elects to use crews with less time than herein provided, it will be permissible where necessary to meet the requirements of the service to use such crews out of turn.

**Note: Doubling Out of Home Terminal:** Where sufficient extra men are available with full rest to make up a crew, no crew will be doubled out of home terminal in pool freight service without having had legal rest.

(d) **Use Off Assigned District—Penalty:** Pool crews used off their assigned district in an emergency, will be dead-headed or run back light without regard to the first-in first-out provisions at the terminal to which sent; provided, however, that in an emergency, where no crews from the district entitled to the turn are available, or can be made available, such crews may be worked back but will start on pay at end of rest period, if held beyond rest period to work back.

(e) **Sixty-Day Vacancy—How Filled:** When a regular pool freight brakeman will be off for sixty (60) days or more, and length of proposed absence from duty is known to Superintendent, the position will be regarded as a permanent vacancy and will be filled in accordance with Article 24, Section (b). In case of illness or where, for any reason, the length of absence is indefinite, vacancy will be filled in accordance with Article 24, Section (b) after sixty (60) days.

(f) **Pool or Assigned Crews Used Intact in Emergency:** Under circumstances where no pool freight crew is available or can be made available and it is necessary to use an assigned crew, or a pool crew from another district, in an emergency, such crew will be used intact. Available extra men will not be considered runaround.

## ARTICLE 25—ASSIGNED ROAD SERVICE

### BULLETIN RUNS

#### WORKING CONDITIONS GENERALLY

(a) **Bidding for Runs—Penalty:** All new and vacant runs in road service will be bulletined for six (6) days. Rights to runs will be governed by seniority; claims to runs will be made to Superintendent in writing on forms provided and for which receipt will be furnished. Bids 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 applicant will be notified. If the successful applicant is held off the run for more than three (3) days from date of assignment, through no fault of his own, he shall be allowed differences in earnings, if any, after the third (3rd) day. In any event reliefs will be furnished as soon after notice of assignment as extra men are available or can be made available to make the relief.

(b) **Consist of Bulletin—Starting Time:** Bulletins covering assigned service will show points between which assigned; whether straight-away or turn-around; number of trips and turning points; home and far terminals; days assigned; starting time if not operated on time-table schedules; and if assigned to handle carded trains, bulletin will specify the train numbers. Provided, however, that trainmen assigned to freight service operated on time-table schedules may be run late when train connections at the terminal are unavoidably delayed, but if such delayed train connections involves holding the crew until departure of another assigned freight crew destined to a terminal of both crews, the delayed crew may be held to handle their assigned connection, if no more than twelve (12) hours late, or crew will be dead-headed to opposite terminal.

(c) **Thirty Days Layoff Vacates Job:** When an assigned trainman will be off for thirty (30) days or more for any cause, and length of proposed absence from duty is known to Superintendent, the vacancy will be bulletined and open to seniority choice. In case of illness or where for any reason the length of absence is indefinite, vacancy will be bulletined for seniority choice after twenty (20) days. In either case, pending assignment, run will be handled in accordance with Article 31 until assignment is made.



(d) **Pool Crews Pending Assignment:** Where bulletins are not posted sufficient time in advance of making regular assignment before runs actually go on, all new runs bulletined for seniority choice of trainmen operating out of established pool freight terminals will be manned by pool freight crews, during the life of the bulletin, pool crews to work first-in first-out on the run or runs and taking the terms and conditions of the assignment.

(e) **Pool Crew Protects Until Assignment:** When such new runs are established away from terminals out of which pool crews operate, the pool crew standing first-out at the time call is made for such run, or run is placed in service, will be used and will hold the run until assignment is made, or until displaced by senior man entitled to displacement, and will take the terms and conditions of the assignment.

**Note: Crew Consist:** When pool freight crews are used under paragraphs (d) and (e), the entire crew will be used. These two paragraphs do not apply to passenger service.

(f) **Change in Assignment—Exceptions:** Exceptions to paragraphs (d) and (e) will be made 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 trainman holding such run by assignment will be required to remain on the run pending assignment under the bulletin as per Section (a) of this Article before exercising seniority. Where a reduction of crews is involved in such assignments, the senior trainmen not needed to fill the assignment may remain or exercise seniority elsewhere, and if they choose to remain, junior men will be displaced.

(g) **Displacing After Lay-off:** Trainmen returning to work after a lay-off 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 service.

(h) **Abandoned Run—Option:** Trainmen assigned to a regular run will be required to take the run to which assigned, except where such run is taken off or

abandoned prior to their having actually performed service on such run, in which case they may exercise their seniority in accordance with displacement rules or remain on the run previously held.

(i) **Seniority Choice of Crew Positions:** Senior brakemen shall have choice of positions on cars or crews, provided no infraction of municipal, state or federal legislation is involved.

(j) **Arbitrary Assignments of Junior Extra Men:** When no bids are received on positions bulletined for seniority choice, the junior extra men assigned to the extra board protecting that service will be assigned. No dead-head pay or pay for time lost will be allowed as result of assignments made in accordance with this paragraph.

## ARTICLE 26—DISPLACED OR GIVING UP RUNS ROAD SERVICE

(a)-1. **Exercising Seniority or Displacing Must Be in Writing:** Trainmen exercising seniority shall do so in writing, except displacement may be arranged over telephone and board men will make written records of same, requiring man making displacement to sign prior to going on run.

2. **Displaced and Exercising Seniority:** When an assigned trainman is displaced he may displace any junior assigned trainman. If he desires to enter pool freight service, he will displace the youngest man holding a regular car, provided the seniority of the man making displacement is sufficient for him to do so.

(b) **Giving Up Runs—Assigned Service:** An assigned brakeman may give up his regular run by advising Superintendent in writing of his desire to do so, after which the run will be bulletined for seniority choice and such man will remain thereon until assignment is made. Employee giving up assignment under this rule cannot displace another assigned brakeman. He may, however, if seniority permits, displace the youngest man in pool freight service, and if there is more than one pool on the district, he may displace the youngest man in either freight pool, provided he does so before accepting other service. If such employee elects to go on the extra board, he may do so by going on that board that protects the assignment he has relinquished, and will



remain thereon until he elects to secure a regular run or assignment in the manner as set forth in this agreement.

(c) **Displaced Pool Service—Limitations:** Displaced regular pool freight brakemen will not be permitted to displace an assigned brakeman so long as they hold a regular turn on any other car in the freight pool from which displaced.

(d) **Giving Up Position—Moving One Pool to Another:** Brakemen in pool freight service may, in writing, give up regular job to go on the extra board that protects the regular job he has relinquished. On districts where there are two (2) or more sets of freight pools, brakemen in one pool may, in writing, ask for the next vacancy in another pool and, seniority permitting, will be placed on such vacancy.

(e) **Exercising Right of Displacement—Penalty:** Except as provided for in Section (f) of this Article, trainmen who, for any reason, have a right of displacement will exercise that right as promptly as possible and will not lay off before doing so. Failure to comply with this provision will result in forfeiture of right of displacement except to the extra board which protects the job from which displaced.

(f) **Displaced Conductors:** Displaced conductors who cannot hold a regular assignment as conductor may make themselves available for extra conductor's work in accordance with rules in the Conductors' Agreement until such time as they may elect to work as brakemen, at which time they will, upon application, be permitted to exercise seniority as brakemen in accordance with the rules in this Agreement.

## **ARTICLE 27 — SENIORITY — PROMOTION — TRANSFER PROVISIONS—RETIREMENT REG- ULATIONS—TRAIN AND YARD SERVICE**

(a) **Seniority Date:** Trainmen's and yardmen's rights will date from the day and time they pass the required examinations as recorded in the Personal Record Bureau. Provided that when two or more experienced train and yard men are hired and are examined on the same day, men first hired will date ahead of men subsequently hired, and provided, further, that when two or more student train and yardmen are hired, and

after completion of the required student training, are examined as a class, men first hired who pass the examination will date ahead of men subsequently hired, and, provided finally, that except in case of sickness, students who are not available for service after completion of the examination, forfeit all seniority rights.

In cases where both experienced men and students are examined on the rules on the same day in the same class, the experienced man or men will be accorded preferred seniority position as of that date and class.

(b)-1. **Promotion to Conductor:** In filling vacancies in the ranks of conductors, all trainmen will be in line of promotion according to age on their respective seniority districts and their ability to perform the duties of conductors.

2. **Two Years' Experience—Six Months' Road Service:** No trainman will be promoted to conductor unless he has had at least two (2) years' experience in train or yard service on the district where he holds rights, or two (2) years' experience as a freight brakeman on a railroad operating under standard rules. Men promoted in turn to conductors who have not had at least six (6) months' experience as freight brakemen on the district where employed immediately prior to promotion will, nevertheless, be examined for promotion in their turn, and if they pass the examination, be given date as conductor, but will not be used either as extra or regular conductor until they have accumulated six (6) consecutive months' service as freight brakemen, or on an extra board on the district where they hold rights that protect road freight service, and provided further that if such service as freight brakemen is not commenced within one (1) year following promotion to conductor, all rights as conductor are forfeited.

3. **Lay-Off—Turn Preserved:** If on account of leave of absence, sickness or other causes beyond his control, a man is unable to present himself for examination for promotion in his regular turn, his roster standing will not be affected provided he arranges to qualify at the first opportunity.

4. **Enforced Promotion—Penalty:** If, on any seniority district, additional conductors are needed and there are no trainmen available for promotion due to not having the experience provided for in this Article, trainmen who have subsequent to date of this Agreement, declined promotion, failed to pass the required examination for promotion, or who have failed to qualif



with the necessary six (6) months' service as freight brakemen, will be required to qualify as conductors in the order of their seniority as freight brakemen until the required number of conductors are added to the lists, and will date as conductor as of the time they pass the required examination. This rule will not apply to prior right passenger trainmen or to prior right yardmen. Failure to comply with this rule will result in forfeiture of the right to work in train or yard service until such time as the requirement is complied with. It is understood, however, that prior right passenger brakemen in the service as such prior to June 1, 1920, and prior right yardmen in the service as such prior to March 1, 1923, will not be forced to take promotions to conductor so long as they remain in the service where prior rights are held; nor will trainmen not promoted in turn prior to February 1, 1939 be later forced to take promotion to conductor.

**5. Not Promoted in Turn—In Turn for Further Promotion:** Subject to the qualifying provisions of paragraph (b)-2 of this Article, trainmen who for any reason have not been promoted to conductor in their turn, will upon written request to Superintendent be permitted to take examination for promotion to conductor ahead of junior trainmen in line for promotion.

**6. Engine Foreman to Road Conductor:** Trainmen holding rights as engine foremen who have passed the required examination for promotion to conductor, may within the time limited by this rule, transfer to freight service, in the manner prescribed by this Article, and remain there a sufficient time to qualify as conductor, without impairment of their engine foreman's date; provided, however, that if at the expiration of the required six (6) months in freight service such engine foremen are in line for a regular job as such, they may give up job as brakeman and displace any junior conductor on the seniority district or at once transfer back into the yard and continue thereafter to protect engine foremen's work until such time as they may elect to accept service as a conductor regularly.

**(c)-1. Failure to Qualify—Forfeitures:** Trainmen failing to pass examination for promotion to conductor after second trial given within six (6) months of the first examination, or trainmen who decline promotion to conductor either directly or by failure to qualify as conductor following promotion as required in paragraph (b)

of this Article shall forfeit all right to promotion except as provided in Section (b) of this Article.

**2. May Work Either as Foreman or Conductor:** A conductor who elects to protect regular assignment as engine foreman in preference to working on regular assignment as conductor will not lose his conductor's rights; a conductor who elects to protect regular work as conductor in preference to working a regular assignment as engine foreman will not lose his date as engine foreman.

**(d) Joint Rights—Effective Date:** Effective March 1, 1923, road trainmen in the service will take rank as yardmen in the order in which they rank as roadmen. They will follow and be junior to yardmen who are in yard service on March 1, 1923; yardmen will take rights in road service in like manner, following and as junior to road trainmen who are in road service March 1, 1923. Men entering the service after March 1, 1923 in these respective branches shall hold equal rights in train and yard service.

**(e)-1. Transfers—Yard and Road:** Trainmen or yardmen may, by written application to Superintendent, transfer from road service to yard service, from yard service to road service, or from one yard to another yard, provided that at the time actual transfer is made their seniority will entitle them to hold a regular position in both road and yard service, or in both yards, if moving from one yard to another. Trainmen or yardmen transferring under this rule must remain in the service or yard transferred to for a period of not less than six (6) months, except when reduced to the extra board and can no longer hold a regular job in the service transferred to, they may then exercise seniority over junior men in any classification where rights are held. Employee transferring in this manner must displace a junior man in the service transferred to and cannot go on extra list for a period of six (6) months from time transferred, unless reduced to the extra list, in which case Article 31 (f)-1, will govern.

**2. Yard Seniority in All Yards on Seniority Districts:** Yardmen in service on or before March 1, 1923 have seniority date in all other yards on their respective seniority districts as of March 1, 1923.

**3. Prior Right Men Transfers:** When men in service on or before March 1, 1923, transfer under this rule from one yard to another, from road to yard service, or vice



versa (or where prior right passenger brakemen are involved) to yards or services where they had no rights prior to March 1, 1923, as between themselves, the oldest man in train or yard service will be the senior man.

#### EXAMPLES ILLUSTRATING APPLICATION OF THE TRANSFER RULE, BUT WHICH DO NOT CHANGE THE MEANING OF THE RULE

##### Question No. 1:

When does the transfer rule apply?

##### Answer:

When a man desires to move from road to yard, yard to road, or from one yard to another yard, and can hold a regular job both in the service in which working and the service to which he wishes to transfer.

##### Question No. 2:

Assume that a man is working on a joint extra board that protects a yard where he can hold a regular job and he desires to move to another yard where he can hold a regular job. May he do so?

##### Answer:

Yes, by transferring, provided he has not exercised a previous transfer within 6 months.

##### Question No. 3:

A man transfers from a regular job to a regular job and in less than 6 months is reduced to the extra board and can no longer hold a regular job in the service he transferred to. What can he then do?

##### Answer:

As he can no longer hold a regular job in the service transferred to, the transfer restrictions are broken and he may exercise seniority in any service, covered by this Agreement, where rights are held.

##### Question No. 4:

An Albina yardman, who can hold a regular job at Albina and a regular job in road service, transfers to road service. Where may he exercise seniority?

##### Answer:

He may displace any junior assigned man or the youngest man in pool freight service, but cannot go on an extra board for 6 months unless displaced within that period and can no longer hold a regular job in the service to which he transferred.

##### Question No. 5:

A man transfers under the rule from yard to road service and after 6 months he gives up regular job in road service and goes on extra board. He then bids on a yard helper's vacancy protected by such extra board. Will his bid be considered?

##### Answer:

No. He could hold a regular job in road service and regular job in yard service, therefore, could move only by a transfer.

##### Question No. 6:

A man holding a regular job as a yard helper at Huntington transfers to a regular job as yard helper at LaGrande and displaces a junior helper. Thereafter this man is displaced by a senior man and being no longer able to hold a regular job in the LaGrande yard elects to go on the LaGrande joint road and yard extra board. Before accepting other service he elects to displace the youngest man in pool freight service at LaGrande. May he do so, seniority permitting?

##### Answer:

Yes. He can no longer hold a regular job in the service transferred to, therefore, is privileged to exercise his seniority over any junior man in any classification or extra board where rights are held.

##### Question No. 7:

Under Question No. 6, this man displaced from regular yard service at LaGrande elects to return to Huntington yard and displace a junior helper. May he do so?

##### Answer:

Yes. The transfer restrictions no longer apply as he can no longer hold a regular job in the service transferred to.

##### Question No. 8:

Will man returning to Huntington yard under Question No. 7 have to stay there 6 months before being eligible to make another transfer if he can hold job in Huntington yard?

##### Answer:

No. Transfer restrictions were broken when he was displaced in LaGrande yard.

##### Question No. 9:

A yardman with date as a conductor holds a regular job in Spokane yard and transfers to road service as a brakeman. Within 6 months he bids in or is assigned to a regular job as a conductor in work train service. He



is subsequently displaced in that service and is not required to exercise seniority as conductor. May he displace as yardman at Spokane?

**Answer:**

No. He can still hold a regular job as a brakeman in road service, therefore the 6 months' provision will hold him, despite the fact that he was displaced as a conductor.

**Question No. 10:**

A man holding date as conductor is working in pool freight service as a brakeman between The Dalles and Rieth. Through application of the Conductors' Agreement he is forced on a work train as a conductor under a bulletin where no other conductor has bid for the same. He is subsequently displaced in that service and is not required to exercise seniority as conductor. Where may this man displace?

**Answer:**

He may displace any junior brakeman in assigned road service or the youngest brakeman in either The Dalles or Albina freight pool crew. If not held by the 6 months' transfer provision he may displace any yardman his junior in any yard on the seniority district by applying for transfer.

**Question No. 11:**

A yardman holding date as conductor bids from yard service to a regular job as conductor. Subsequently he is displaced as conductor and is not required to exercise seniority as conductor. Where may he exercise seniority?

**Answer:**

Only in the yard he was employed in when he exercised seniority as conductor. If, however, he is not held in that yard by the transfer provisions, he may transfer to road service or to another yard, as he may elect, and then exercise seniority.

**Question No. 12:**

A man goes from job as brakeman to regular job as conductor; is subsequently displaced in that service and is not required to exercise seniority as conductor. May he exercise seniority in yard service?

**Answer:**

No. He becomes a brakeman on displacement but if not held by the 6 months' provision he may apply for transfer and exercise seniority.

**Question No. 13:**

A yardman holding date as conductor, transfers from yard service to regular service as a brakeman on the road. Three months after the transfer he bids in a regular job as conductor and two weeks later is displaced in that service and is not required to exercise seniority as conductor. May he exercise seniority in yard or transfer back to the yard?

**Answer:**

No. He has not been 6 months in road service.

**Question No. 14:**

A man holding date as conductor is working regularly as a brakeman in road service and transfers to a regular job in the yard. Subsequently he bids in a job as conductor and after holding job for a short time is displaced and is not required to exercise seniority as conductor.

(a) May he exercise seniority back into the yard?  
(b) May he exercise seniority as a brakeman in road service?

**Answer:**

(a) Yes. He would be required to return to the yard.  
(b) No.

**Question No. 15:**

A promoted conductor is working regularly in yard service and bids in a regular job as conductor in road service. He is subsequently displaced as conductor and is not required to exercise seniority as conductor. May he exercise seniority as a brakeman?

**Answer:**

Not until or unless he avails himself of the transfer rule and not then if he had transferred into the yard within 6 months of the time of his displacement as conductor. If not affected by transfer restrictions, he may apply for a transfer at the time of his demotion and displace a junior brakeman or go on the extra board in road service as he may elect.

**Question No. 16:**

May men who hold a date, both as an engine foreman and as a conductor, who can hold a regular job in both classifications, use the transfer rule to move from one classification to the other?

**Answer:**

No. They are limited to bidding or making application for vacancies; except when displaced in accordance with rules of O. R. C. or B. of R. T. Schedules, they may exercise transfer rights provided for in B. of R. T. Schedule.



(f) **Filling Temporary Vacancies as Conductor:** Brakemen or yardmen filling temporary vacancies as conductors for ten (10) days or less will be paid in accordance with rates and rules governing the service performed, but not less than they would have earned had they continued on their regular turn or assignment, except that when in accordance with schedule rules a senior unassigned conductor displaces a junior unassigned conductor who is filling such a temporary vacancy, the conductor making the displacement will be paid in accordance with rates and rules governing the service performed.

(g) **Physically Disabled—Seniority:** Train and yardmen retired under the Railroad Retirement Act for physical disability shall retain seniority rights until they reach the age of sixty-five (65) years.

(h) **Seniority Terminates Age Seventy (70):** The established seniority rights of train and yardmen shall automatically terminate co-effective with the date the train or yardman reaches the age of seventy (70) years, and no person shall be employed as train or yardman within the seniority districts, as defined in Article 28 of this Agreement, after arriving at the age of seventy (70) years.

(i) **Exchange of Rights:** Exchanges of seniority rights between trainmen or yardmen from one seniority district to another, each assuming seniority rights of the other, will be permitted as per Article (29) Section (a) first paragraph.

## **ARTICLE 28—SENIORITY DISTRICTS**

### **ROAD AND YARD SERVICE**

**Seniority Districts:** Seniority districts will be established, subject to change by mutual agreements, as follows:

#### **OREGON DIVISION**

**First District:** Portland and Seattle and connecting branch lines; Argo and Tacoma Yards.

**Second District:** Portland and Umatilla and connecting branch lines; Messner and Rieth via Hinkle, Umatilla and Rieth for crews used to and from points on Oregon Division beyond Umatilla; Albina, The Dalles and Umatilla Yards.

**Third District:** Rieth and Huntington and connecting branch lines; Umatilla and Rieth for crews not used to and from points on Oregon Division beyond Umatilla; Rieth-Pendleton, LaGrande, Baker and Huntington yards.

#### **WASHINGTON DIVISION**

**First District:** Starbuck-Tucannon and Spokane, and connecting branch lines; Main Line between Ayer and Spokane; Camas Prairie Railroad between Riparia and East Lewiston; Tekoa and Spokane yards.

**Second District:** Tucannon and Pendleton and connecting branch lines; Tucannon and Umatilla via Ayer and connecting branch lines; Walla Walla and Yakima yards.

## **ARTICLE 29—RIGHTS ON DISTRICTS**

### **INTERDISTRICT ASSIGNMENTS**

#### **ROAD SERVICE**

(a) **Use Off Seniority District Limited:** Rights of men on the different districts will be established by the proper officers of the Company and the committee representing the employees. Trainmen will not be run off of their respective seniority districts, except in cases of emergency, and when a trainman is run off his seniority district he shall not be required to make more than one trip to a terminal, or to an intermediate point and return to point of departure, before being returned to a terminal of his seniority district. Otherwise, trainmen will be confined to districts where rights are located, except:

1. **Interdivisional, Interdistrict Passenger Runs—How Assigned:** Interdivisional and/or interdistrict passenger assignments may be made to which trainmen 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. As between the two seniority districts of the Washington Division where prior right passenger men hold rights in passenger service over both districts, no mileage charges are involved between the two districts. The seniority district that furnishes extra men to relieve regularly assigned men will be charged for the miles run by such extra men over the territory or territories where they hold no rights.

**2. Rieth-Wallula Freight Assignments:** Inter-divisional 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 owed to one district by 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 absorbed or worked off by displacing a man from the debtor district by a man from the district to which the mileage is owed. 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 Districts—Accounting of Mileage:** First District, Washington Division, unassigned crews may be operated between Tucannon and Starbuck. Second District assigned crews may be operated between Tucannon and Riparia. First District, Washington Division, unassigned 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 sub-section 6 of this rule, trainmen accepting regular positions or making displacements on assignments covered by this Article will do so at the recognized home terminal of the run.

**6. Point of Lay-Off:** Regularly assigned freight or passenger trainmen laying off from assignments covered by this Article 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 lay-off will furnish the relief, except that Second District, Washington Division, extra board will furnish reliefs for its own men on the Moscow passenger run and Rieth-Wallula freight assignment.

**7. Dead-Head Provisions:** Trainmen dead-heading in connection with affording reliefs in this service will be paid actual miles or hours, whichever is greater, with a minimum of one (1) day, without regard to intervening terminals, at rates provided for in Article 30.

(b) **New Lines Taken Over:** When new lines are constructed for the Company and taken over for operation as a part of an existing division, trainmen found employed thereon will take seniority rights on the entire district, to which added, in accordance with seniority date in service as trainmen on the constructed line.

## **ARTICLE 30—DEAD-HEADING ON COMPANY BUSINESS—TRAIN AND YARD SERVICE**

(a) **Rates for Dead-Heading:** Freight trainmen dead-heading on Company business will be allowed full freight train rates. Passenger trainmen dead-heading on Company business will be allowed full passenger train rates. First crew out will dead-head and stand out ahead of crew they dead-head with.

Extra trainmen dead-heading on Company business will be paid at rate of service to which dead-headed, and returning will be paid at rate of service from which dead-headed.



(b) **Dead-Heading Combined with Service Trip:** Trainmen dead-heading in connection with a service trip will receive miles or hours, whichever is the greater, it being understood that a minimum of one hundred (100) miles shall be allowed, i.e., a crew ordered at The Dalles to dead-head east at 10:00 A.M., leave at 10:00 A.M., arrive at Biggs at 12:00 noon, a distance of nineteen (19) miles; immediately take charge of a train and go to Umatilla, a distance of 79 miles, arriving there at 8:30 P.M. Crew is entitled to ten (10) hours and thirty (30) minutes.

(c) **Company Business Defined:** All dead-heading is on Company business when it is done at the instance of the Company; that is, when a man is notified in any way by the Company to dead-head, it is at the instance of the Company, and it is Company business; this, of course, not to apply to men entering the service and going to some particular point to take service. Dead-heading due to the voluntary exercise of seniority rights will not be paid for.

(d) **Overtime Dead-Heading:** Trainmen dead-heading on Company business will be allowed overtime.

(e)-1. **Dead-Heading Out of Terminal—Priority:** When two (2) or more unassigned crews are dead-headed out of an initial terminal or two (2) or more extra men are dead-headed from an extra board, and it is necessary for one (1) or more crews or one (1) or more extra men to be placed in service before arrival at final terminal, the dead-head crew or dead-head extra man standing last out at the initial terminal at time of call will be taken off first, and crew or extra man standing ahead of them, or either of them, will be next off, and so on to the final terminal.

2. **Dead-Heading Into Terminal—Priority:** When dead-head unassigned crews are picked up between terminals, they will not be set out at intermediate points for service if other crews dead-heading on the same train are available. Crews picked up between terminals will stand out at final terminal ahead of crews dead-heading from initial terminal on the same train, the intent being to permit crews first out of the initial terminal to stand out ahead of following crews at the final terminal. Where more than one crew is picked up enroute, they will, as between themselves, be called out of final terminal in reverse of the order in which they were picked up, if available.

3. **Dead-Head Arrival Time the Same—Senior Conductor Governs:** Unassigned freight crews dead-heading into a pool freight terminal will be marked up on the crew board as of the arrival time of the train on which they dead-headed, arrival time as shown on train register to govern. Where two (2) or more crews arrive dead-head on different trains at the same time, or where two (2) or more crews tie up at the same time, or a combination of both, the crew as represented by the senior conductor of the crews involved, will be marked up first.

4. **Dead-Heading — Manner of Registering:** Freight crews dead-heading into a terminal on a freight train will, if dead-head conductor is not going to register his crew upon arrival of the train, fill out form provided for conductors and give to the conductor of the train on which crew is dead-heading, and such train conductor will leave the form with employee in charge of the register to be handed or communicated to the boardman, and the crew will be marked up on the crew board in accordance with the arrival time of the train. Crews or individuals dead-heading into a terminal on passenger trains or buses, or individuals dead-heading on freight trains, will be responsible for registering in to the terminal, except, that at points where they arrive at passenger or bus depots not located in close proximity to the crew board or extra board, they may report their arrival to the boardman by telephone and will be marked up accordingly.

## **ARTICLE 31—HANDLING OF EXTRA MEN AND EXTRA BOARDS—ROAD AND YARD SERVICE**

(a) **First-In First-Out:** Extra men will 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 ten (10) days, the senior extra man 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. Extra Board Rotates:** When a vacancy occurs on a run tying up at the point where the extra list is maintained, the men 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. Outside Points—Remain Until Displaced:** 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 ten days.

**Note 3. Senior Man Displacing After Ten (10) Days:** In either case after the expiration of ten 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. Extra Man Assigned to Regular Position:** An extra man holding a run under this rule and being assigned to regular service by bulletin will be permitted to take his regular assigned service when assigned thereto.

(b) **Runaround—Penalty:** Extra men not called in turn will be paid one (1) minimum day at the rate of service in which they should have been used and placed last out on extra list.

(c)-1. **Choice of Extra Boards:** Extra men will be given choice of extra boards in accordance with their seniority. Extra boards may be established at any terminal or yard by agreement between Management and Committee.

**2. Movement One Extra Board to Another:** Vacancies on extra boards, on seniority districts having two or more boards, will be bulletined for six (6) days, and extra men from other extra boards who cannot hold a regular job under jurisdiction of extra board to which they are assigned before bulletin is issued may bid on such bulletin, the senior applicants to be assigned. Extra men assigned to extra boards under such bulletins will remain thereon until they may elect to accept a regular job, use their transfer privilege, or move again under another bulletin. Extra men so assigned may displace junior men from regular jobs over which that extra board has jurisdiction, provided they do so before accepting other service.

**3. No Bids—How Filled:** In case necessary number

of applications are not received on such bulletined vacancies, they may be filled as follows:

**First**—In the event sufficient men are not secured to fill the vacancies, the junior man or men assigned to the home board on the district will be assigned.

**Second**—By recalling furloughed men, if any, in their seniority order.

**Third**—By employing additional men, if available.

**4. Limitation on Extra Board Movements:** Extra men assigned to extra boards under extra board bulletins, and who can hold a regular job in service protected by the extra board to which assigned, will not be permitted to move again under an extra board bulletin for a period of not less than six (6) months from date of assignment, or until such time as they can no longer hold a regular job in the service protected by that board. Provided, however, that this rule shall not restrict men from moving under the provision of the transfer rule, and will not prevent any train or yard man who is cut off an extra board from displacing a junior man on any other extra board on the seniority district.

**5. Men Entering Service—How Placed:** Recalled furloughed train or yardmen, or newly employed train or yardmen, may be placed on extra board where needed. If used to fill vacancies for which no bids were received, no further bulletin is necessary, but otherwise the number of positions represented by the increase will be bulletined as per (c)-2 of this Article.

**Note:** Men arbitrarily assigned under this rule will not be entitled to time lost or dead-head pay as result of such assignment.

(d) **Order of Mark-Up on Extra Board:** When two or more men are placed on extra board at the same time they will be marked up in accordance with their seniority.

(e)-1. **Uniforms Required—Priority:** When the service requires a uniformed crew, extra men without uniforms will not be called for passenger service when extra men having uniforms are available. Extra men not used in turn, due to not being equipped with a uniform, will not be dropped to foot of board, and no runaround payment is involved.

**2. Uniformed Men Retained:** In reducing extra boards, sufficient number of extra men, having standard uniforms, shall be retained on the board to take care



of extra passenger work. To meet this requirement, junior men having standard uniforms will be retained in preference to senior men not having such uniforms.

(f)-1. **Regular Men Reduced to Extra List:** When trainmen or yardmen are reduced to the extra list and their seniority will not entitle them to hold a regular run, car or yard assignment within the jurisdiction of that extra board, they may exercise their seniority on any extra board on their seniority district where junior men are assigned or may displace a junior man assigned to a regular run, provided such displacement is made before accepting other service.

**2. Lay-Off or Missing Call—Penalty:** Extra men laying off of their own accord, or extra men missing a proper call, on a road or combination road and yard board, will not be placed on the extra board for twenty-four (24) hours from time of lay off, or time call was missed, and will not be used in less than twenty-four (24) hours, if other extra men are available.

**3. Extra Men at Outside Points—Priority:** When two or more extra men are filling vacancies on the same crew at an outside point, and regular men report on different days, the junior extra man will be relieved first and the senior extra man last.

**4. Extra Man Laying Off Relieved by Extra Man—Penalty:** Extra man, on rotating board, sent to outside points and laying off before return of the regular man, will, if he reports for duty before the regular man reports, be required to relieve the extra man who relieved him, and will not be paid dead-head allowance in either direction.

### EXCLUSIVE YARD EXTRA BOARDS

(g)-1. **Seniority Extra Boards:** At points where separate yard extra boards are maintained, seniority will apply on such boards, except that Superintendent and Local Committee may agree to establish a rotating board.

**2. Runaround Penalty:** Extra yardmen on seniority yard boards not called in seniority turn will be paid one day at rate of job deprived of and will not be marked up or called for service until two shifts have intervened between shift runaround and shift used, except when no other extra men are available.

**3. Laying Off or Missing Call—Penalty:** On ex-

clusive yard boards extra men laying off of their own accord, or missing a proper call, will not be called for service, except when no other extra men are available, until not less than two (2) shifts have intervened between shift working at time of lay-off or time call was missed and shift for which reporting.

### EXTRA BOARDS GENERALLY

(h)-1. **Kind of Extra Board—How Determined:** Superintendent and Local Chairman may determine whether there shall be separate yard and road extra boards at certain terminals, or whether one extra board shall protect both road and yard service.

**2. Rules Common to Rotating and Seniority Boards:** On rotating boards that protect both road and yard service, Section (g) of this Article will not apply, and on seniority extra boards Sections (c)-1, (c)-2, and (f)-1 do apply.

**3. One Extra Board to Another—Emergency:** On seniority districts where there are two or more extra boards, and it is necessary to send extra men from one board to another, due to lack of available extra men, the method of handling will be as follows:

**Home or Feeder Boards:** One extra board on each seniority district shall be designated by the Superintendent and Local Chairman as the home or feeder extra board. In event an extra board, other than the home board, is exhausted, and it is necessary to bring extra men from the home board to meet the needs of the service, the required number of extra men first out on the home extra board, or uniformed men, if uniforms are required, will be dead-headed to the board where needed, and will be worked first in first out, as between themselves, when no extra men assigned to such board are available. Home board extra men held and not used on such boards will be allowed a basic day at rate of service last performed for each calendar day not used or dead-headed. In event number of men so used are reduced, man first out will be sent home first.

**4. Two Vacancies—Outside Point:** Extra train or yardmen when sent to fill a vacancy at a point other than where the extra board is maintained may be held at such point to fill not more than two (2) vacancies and the held-away-from-home-terminal rule will apply between time tied up on the first vacancy and time going on duty on the second vacancy.



(i) **Same On-Duty Time—Priority of Service:** On combination road and yard extra board where two (2) or more men are called for the same on-duty time, one for road service and one for yard service, the extra man first out will be used in road service.

(j) **Auxiliary Extra Board—How Established:** The Superintendent and Local Chairman may, by agreement, establish auxiliary extra boards at agreed upon terminals to supplement the regular extra boards at such terminals; and train and yardmen laid off in reduction of force may, upon written application, place themselves on such boards. Men so assigned will be used only when there are no available extra men on the regular extra board, and may either rotate or be used in seniority order, as between themselves, as the organization may elect. Provided, however, that no man laid off in reduction of force will forfeit rights by failure to place himself on an auxiliary extra board.

**Examples Illustrating the Application of Article 31 with Respect to Bidding on Extra Board Bulletins or Forced to Move Account No Bid Received Under Extra Board Bulletins, But Which Do Not Change the Meaning of the Rules.**

**Question No. 1:**

A man moves from the extra board at Rieth to the extra board at LaGrande under an extra board bulletin. At the time he moves he could not hold a regular job in yard service at Rieth but could hold a regular job in road service. May he go on the LaGrande extra board or must he displace a junior man in road service?

**Answer:**

He may go on the extra board at LaGrande if he so elects, or he may displace a junior man working regularly in LaGrande yard or may displace a junior brakeman working under the jurisdiction of the LaGrande extra board.

**Question No. 2:**

Assuming that under Question No. 1 this man who moved from Rieth to LaGrande could neither hold a regular job in road or yard service under the jurisdiction of the LaGrande extra board and went on the extra board. Later on a helper's job in LaGrande yard is bulletined and he was the senior applicant. Should he be assigned?

**Answer:**

Yes. The transfer rule is not involved.

**Question No. 3:**

Under Question No. 1, assume that the man will transfer from Rieth to LaGrande and could not hold a regular job in Rieth yard nor a regular job in road service and went on the LaGrande extra board. Thereafter a vacancy for regular helper's job was bulletined in Rieth yard. Could this man on the extra board bid and be assigned if he was the senior applicant?

**Answer:**

No. Men on one extra board can bid only on bulletined vacancies that are under the jurisdiction of the extra board to which they are assigned.

**Question No. 4:**

Under Question No. 1, assume that the man who moved from Rieth to LaGrande on the extra board bulletin could not hold a job in road service at the time he moved Rieth to LaGrande on the extra board bulletin. Thereafter a junior man accepted a regular job in road service and after that the Rieth extra board was bulletined for an increase. Would the bid of this man to move back to Rieth be considered?

**Answer:**

No. He can hold a regular job in road service and the transfer rule holds him at LaGrande.

**Question No. 5:**

A man holding a regular job as a helper in Huntington yard transfers to a regular job as helper in LaGrande yard and displaces a junior man in yard service at LaGrande. Thereafter this man is displaced by a senior man and being unable to hold a regular job at LaGrande goes on the extra board at that point. Subsequently a bulletin was posted increasing the extra board at Rieth. He bids on the same. Should his bid be considered?

**Answer:**

As LaGrande extra board is a joint road and yard board, the answer depends on whether he can hold a job in road service. If he cannot hold a regular job in road service he may move on an extra board bulletin.

**Question No. 6:**

Under Question No. 5, this man who moved on a transfer from Huntington yard to LaGrande yard and was subsequently displaced and could no longer hold



a regular job in LaGrande yard, exercises seniority at the time of displacement by displacing the youngest man in pool freight service. Later on he gives up the pool freight job and goes back on the LaGrande extra board. May he bid on and be assigned to the extra board at Rieth?

**Answer:**

No. He can hold a regular job in road service, therefore, cannot move on extra board bulletins.

**Question No. 7:**

A man is assigned to a joint road and yard extra board and has not used a transfer within 6 months. He can hold a regular job in road and yard service protected by that board. May he bid in either a road or yard job under the jurisdiction of such board?

**Answer:**

Yes.

**Question No. 8:**

Assume the man referred to in Question No. 7, bid in a yard job and later was reduced to the extra board, account unable to hold a regular yard job. Could he then bid or displace in a road job?

**Answer:**

Yes. As a matter of fact he could then go anywhere his seniority would take him.

**Question No. 9:**

Under Question No. 7, assume this extra man bid in a yard job, gave it up and then went back on the joint extra board. He bids or asks for a regular road job. Should his request or bid be considered?

**Answer:**

No. He would be governed by the transfer rule.

**Question No. 10:**

Under Question No. 7, assume the man on the joint road and yard board could hold a regular job in both road and in the yard where such board has jurisdiction and has not used his transfer right. He desires to bid in a road job protected by still another extra board. May he do so?

**Answer:**

Yes. He is not restricted by the transfer rule or by extra board bulletin rule.

**Question No. 11:**

Assume the man referred to in Question No. 10 is

reduced to the extra board in road service but can hold a regular job under still another road extra board, may he move to that board and make a displacement?

**Answer:**

Yes, per Article 31 (f)-1.

**Question No. 12:**

Assume the man in Question No. 10 desired to displace a regular man in yard service. Could he do so?

**Answer:**

No. He is limited to the transfer from road to yard service route.

**Question No. 13:**

Can a man on an extra board who can hold a regular job under its jurisdiction bid in and be assigned to another extra board under an extra board bulletin if he can hold a regular job from the extra board he desires to move from?

**Answer:**

No. He is prohibited by the provisions of Article 31 (c)-2.

**Question No. 14:**

Can a man move on an extra board bulletin under circumstances where he could not hold a regular job from the board he desires to leave but can hold a regular job under the one he desires to move to?

**Answer:**

Yes.

**Question No. 15:**

Bulletin is posted advertising vacancies on an extra board and all men on the home or feeder extra board can hold a regular job under the jurisdiction of such board. Will the junior man be arbitrarily assigned?

**Answer:**

Yes, per Article 31 (c)-3—"First".

**Question No. 16:**

Assume that under Question No. 15 all men on the home extra board could hold a regular job both under the home board and under the extra board, that is being increased. Will the junior man be assigned?

**Answer:**

Yes, per Article 31 (c)-3—"First". However, this man could not displace on a regular job in yard service except by the use of the transfer rule.



#### Question No. 17:

Assume that the extra board protecting Argo yard is bulletined for an increase and no one on the joint or feeder board at Centralia bids on it. The junior man on the Centralia board who has not exercised a transfer right within 6 months can also hold a regular job in road service, a regular job in Tacoma yard and a regular job in Argo yard. He is assigned because no one bid and on arrival at Argo elects to go on the extra board. Later the Centralia board is bulletined for an increase. May this man (1) move under such bulletin? (2) May he transfer from yard to road?

#### Answer:

(1) No, not until 6 months have elapsed, unless he can no longer hold a regular job at Argo.

(2) Yes, if he can hold a regular job in Argo yard and a regular job in road service at the time he makes application to transfer.

### ARTICLE 32—CABOOSE SUPPLIES

**Limitation to Terminal Where Supply Forces Not Assigned:** At terminals where supplies are available and where there are employees assigned to supply cabooses, trainmen will not be required to place supplies, except stationery, on cabooses, but are not relieved from knowing that proper equipment and supplies are on the caboose before departing from the terminal.

### ARTICLE 33—REST AT TERMINALS

**Manner of Booking—Limitations:** Trainmen not connected with a train crew will not be required to go out when they need rest and will decide for themselves, except that rest in excess of twelve (12) hours cannot be booked. When a train crew has been on duty over eight (8) hours, one member may tie up the crew for eight (8) hours' rest at a terminal, two (2) members for ten (10) hours' rest at a terminal, and three (3) members not to exceed twelve (12) hours' rest at a terminal. Crew includes conductor and brakemen. Time booked for rest means from tie-up time until time on duty for a succeeding trip and does not contemplate so-called "undisturbed rest". Rest will be booked at time of tie-up. Crew booking rest at home terminal will not be called to dead-head during rest period.

### ARTICLE 34—COMPLAINTS

**In Writing:** All complaints made by one (1) employee against another employee must be in writing. Verbal complaints will not be entertained.

### ARTICLE 35—COMPUTING TIME TIME SHORTAGES

(a) **Notice to Claimant:** Train or yardmen will be notified when time is not allowed as per time slip reports, stating reasons.

(b) **Date Determined By Time On Duty:** For the purpose of computing pay, any service takes date on which required to report for duty.

(c) **How Fractions Computed:** In computing fractions of a mile, less than .5 will not be counted; .5 or more will be counted as one mile.

(d) **Shortages—How Paid:** For all established shortages, or on claims adjusted by the committee, amounting to \$5.00 or over, time vouchers will be issued. Sums, if less than \$5.00, will be carried on next succeeding pay roll.

(e) **Notice to Claimant and Committeemen:** When time claims are settled between Superintendent and Local Chairmen, 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 Chairman, copy of notification of payment will be furnished General Chairman. If amounts are carried on regular payroll, statement of notification will state period of payroll.

### ARTICLE 36—SENIORITY LIST

(a) **Prepared and Posted Semi-Annually:** Superintendents will prepare a seniority list of all train and yardmen under them, the same to be revised semi-annually and copies posted on various bulletin boards. Local and General Chairmen will be furnished copies of seniority lists.

(b) **Available to Yardmen:** Yardmen's seniority list will be kept in Yardmaster's office open to inspection by yardmen.



## ARTICLE 37—TRANSPORTATION

(a) **Household Goods and Families:** When train or yardmen are transferred from one point to another for the convenience of the service, their families, household goods, etc., shall be transported free.

(b) **Chairmen of Committees:** Annual transportation will be granted to chairmen of committees.

## ARTICLE 38—SWITCHING WITH CABOOSE

**Reduced to Minimum:** Switching with cabooses will be reduced, at all points, to the minimum.

## ARTICLE 39—ATTENDING COURT

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

(a) **Regular Men:** Trainmen or yardmen 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.

(b) **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.

(c) **Extra Man Held Off Run:** 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 40—TIME LIMITS FOR REFERENCE

**Within Ninety (90) Days—Investigation:** The application of trainmen and yardmen entering the service will be approved or rejected within ninety (90) days. When applicant is not notified to the contrary within

ninety (90) days, it will be understood his application is approved, unless it should later develop that he gave false information in his application for employment, in which event he will not be dismissed without regular investigation if he so requests.

## ARTICLE 41—COPIES OF SCHEDULES

**Copy Upon Request:** All train or yardmen will be furnished with a copy of the schedule when requested.

## ARTICLE 42—SERVICE LETTER

**After Thirty (30) Days' Service:** Train or yardmen who have been employed thirty (30) days or more leaving the service will be promptly furnished a service letter stating time and character of service and cause of leaving.

## ARTICLE 43—EATING

**Freight Service—Eat as a Unit:** Trainmen on freight trains will be given reasonable time to eat, if hours on duty make it necessary, or conditions of service require it. It is understood crews will eat as a unit. One member will not be permitted to eat at one point and another member at some other point.

## ARTICLE 44—LEAVE OF ABSENCE

### OFFICIAL POSITIONS AND TRANSPORTATION DECREASING AND INCREASING FORCES

(a) **Leaves Limited:** When proper request is made, committeemen will be granted leave of absence to serve their organization, and whenever possible, transportation furnished them without unnecessary delay; otherwise, leave of absence exceeding six (6) months will not be granted train or yardmen, except in cases of sickness or disability, or by agreement between the General Manager and General Chairman.

(b) **Official Positions:** Train or yardmen in the service of this Company one year or more accepting official position with this Company or serving either the Order of Railway Conductors or the Brotherhood of Railroad Trainmen in an official capacity shall retain their seniority rights.



(c) **Decreasing or Increasing Forces:** Train or yardmen laid off on account of reduction in force shall be returned to service in the order of their seniority when additional men are needed and shall resume the same seniority they had at the time they were laid off, provided:

**First**—They must, by registered letter, keep the Superintendent informed of their whereabouts and change of address.

**Second**—If absent, six months or more, if required, must pass the usual examinations, both physical and on the rules.

**Third**—When notified by the Superintendent by wire or registered letter to report for duty, the employee will reply promptly as to whether he will report or not, and failure to report within fifteen (15) days after Superintendent's notice will be considered as evidence that he does not desire to return, except in case 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—fifteen (15) days—secure an extension of time through his Superintendent.

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

#### ARTICLE 45—REPRESENTATION

(a) **Jurisdiction:** The right to make and interpret contracts, rules, rates of pay and working agreements for brakemen, train baggagemen and yardmen, regular, extra or emergency, while acting as such, will be vested in the regularly constituted committee representing the Brotherhood of Railroad Trainmen.

(b) **Definition:** The term "brakeman" or "brakemen" as used in this schedule, will be understood as applying to those employed by the Company in the capacity of passenger and freight brakemen; the term "train baggageman" or "train baggagemen" applies to those employed in that capacity on passenger trains, and the term "yardman" or "yardmen" will be understood as applying to those employed by the Company in the capacity of engine foremen, yard helpers, yard pilots, yard herders, or switchtenders.

(c) **Representing Members:** The rights of any

member of the Brotherhood of Railroad Trainmen to have the regularly constituted committee of that organization represent him in the handling of his complaints, in accordance with the laws of the organization and the recognized interpretation of the general committee making the schedule involved, is conceded.

(d) **Interpretation of Schedule:** All controversies affecting brakemen, train baggagemen and yardmen, will be handled in accordance with the interpretation of the Brakemen's, Train Baggagemen's and Yardmen's Contract as agreed upon by the General Committee of the Brotherhood of Railroad Trainmen and the General Manager.

#### ARTICLE 46—FINES FOR DAMAGED EQUIPMENT

**No Fines Imposed:** No fines will be imposed on train and yardmen for damage to equipment or freight. Train and yardmen on their part agree to use their best efforts to avoid accidents and damage.

#### ARTICLE 47—COALING ENGINES

**Emergency—Minimum Hour Allowed:** Trainmen will not be required to shovel coal on engines, except in cases of emergency, and when so required trainmen will be paid one hour for each engine coaled, at the regular overtime rates, in addition to time on trip.

#### ARTICLE 48—DISCIPLINE—SUSPENSION—INVESTIGATIONS

(a) **Sufficient Cause:** A train or yardman will not be discharged, suspended or discipline assessed against his record without just and sufficient cause.

(b) **When Investigation Required — Charges — Time Limit:** A train or yardman will not be discharged without a thorough investigation and a fair and impartial hearing. When a train or yardman 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.



(c) **Discipline Without Investigation—Employee's Option:** When in the judgment of the Company, discipline is to be assessed against the record of a train or yardman, he will be notified in writing with cause therefor. If such train or yardman 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.

(d) **Transcripts—Copy to Committee:** 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.

(e) **Employee Representative:** The trainman or yardman accused may have a Northwestern District trainman, yardman or conductor 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.

(f) **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.

(g) **Right of Appeal:** If it be decided by the train or yardman that he 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.

(h) **Reinstatement and Time Lost When Justified:** If it is found that the train or yardman 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 train or yardman 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.

(i) **Investigation Notices:** Train or yardmen 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.

(j) **Fixing Time for Investigation:** When fixing the hours in which investigations or hearing shall be held, due consideration for rest of train or yardmen will be given. In cases of yardmen, 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.

(k) **Where Held:** Train or yardmen 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 so to do. Except for hearings covered by paragraphs (b) and (c) they 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.

(l) **Service Record Made Available:** When appeal is taken in any case of discipline or discharge, a copy of discipline and service record of the employee involved will, upon request, be furnished committee.

(m) **Service Record Considered:** Before a train or yardman is dismissed from the service, consideration will be given to his record and the length and character of his service.

(n) **Limitation of Time for Reinstatement:** A train or yardman 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.

(o) **Wage Losses and Expenses When Not at Fault:** When train or yardmen who are not at fault are required by the Company to attend investigation either at or away from home terminal, they will be paid for wage loss, if any, suffered by them, and necessary away-from-home expenses, when required to leave home terminal.



(p) **Pool Crews and Extra Men Held for Investigation:** In the application of paragraph (o) the following will govern:

When an entire pool crew is held off for investigation, the car will hold its turn in the pool, and if the crew is released and returned to service after the investigation, they will go out in turn. If, however, the crew is not released by the time the turn is called, the car will be placed to foot of crew board, continuing in such manner until the crew is released following the investigation. If immediately following the investigation, the Management decides to continue holding the crew out of service, the turn will be manned by extra men and will be run out in turn. Extra train and yardmen, 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 train or yardmen 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 train or yardman who went out in their turn reported for duty; such allowance to be at the rate of last service performed.

#### **ARTICLE 49—CHAINING CARS—HANDLING AIR HOSE—TERMINAL AIR TESTS**

**Requirement Limited:** In yards where car repairers or car inspectors are on duty for the purpose of inspecting trains, train or yardmen will not be required to couple or uncouple steam, air or signal hose, or chain up or unchain cars, and at points where car inspectors are on duty will not be required to make terminal air tests.

#### **ARTICLE 50 — PREFERENCE OF EMPLOYMENT**

**Preference to Members:** If available, when new men are needed, members of the Brotherhood of Railroad Trainmen (or members of Order of Railway Conductors), will be given preference.

### **YARD SERVICE**

#### **ARTICLE 51—RATES OF PAY**

Yardmen shall be paid standard rates of pay as follows:

<b>Class</b>	<b>Per Day</b>	<b>Per Hour</b>	<b>Overtime</b>
Foreman.....	\$9.06	\$1.1325	\$1.70
Helpers.....	8.54	1.0675	1.6025
Switchtenders.....	6.99	.875	1.3125

#### **ARTICLE 52—BASIC DAY**

**Basic Day:** Eight (8) hours or less shall constitute a day's work.

#### **ARTICLE 53—OVERTIME**

**Overtime:** 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. This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

#### **ARTICLE 54—ASSIGNMENTS**

**Assignments Must Be Definite:** Yardmen 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 it is practicable assignments shall be restricted to eight hours' work.

#### **ARTICLE 55—STARTING TIME**

(a) **48-Hour Notices:** 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. Practices as to handling of transfer crews are not affected by this section.

(b) **Three Shifts—Continuous Service:** 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.

(c) **Two Shifts—Continuous Service:** Where two shifts are worked in continuous service, the first shift may be started during any one of the periods named in Section (b).

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

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

(f) **One Yard Crew:** At points where only one yard crew is regularly employed, they can be started at any time, subject to Section (a).

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

#### **ARTICLE 56—CALCULATING ASSIGNMENTS AND MEAL PERIODS**

**Crew Starts as a Unit:** 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 57—POINT FOR BEGINNING AND ENDING DAY**

(a) **Starting and Ending Points:** Yard crews shall have a designated point for going on duty and a designated point for going off duty.

(b) **Local Conditions Govern:** The point for going on duty and off duty will be governed by local conditions. In certain localities instructions will provide that yardmen will report at the Hump, others report at Yard

Office, others at Engine Houses or Ready Tracks. It is not considered that the place to report will be confined to any definite number of feet, but the designation will indicate a definite and recognized location.

#### **ARTICLE 58—LUNCH TIME**

(a) **First Lunch Period:** Yard crews will be allowed 20 minutes for lunch between 4½ and 6 hours after starting work, without deduction in pay.

(b) **Second Lunch Period:** For the second lunch period 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.

#### **ARTICLE 59—CONSIST OF CREWS**

**Full Crew:** A crew in all yards shall consist of not less than one foreman and two helpers.

#### **ARTICLE 60—WORKING CONDITIONS**

(a) **Pay Continuous to Starting Point:** The pay of yardmen shall continue until they reach the point at which they start work. Where hardships are caused by this rule, the management and the committee should jointly negotiate a rule that is equitable to afford relief in such yards or terminals.

(b) **Used Outside Switching Districts:** Yard crews whose work takes them outside of switching district will receive yardmen's rates. 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 deduction therefrom for the time consumed in said service.

(c) **Yard Pilot, Foreman's Rate:** Yardmen used as pilots within yard will receive foreman's rate of pay for such service.

(d) **Other Duties, Rates:** Yardmen required to perform other than their regular duties will receive the



rate for the service performed, but not less than their regular rate.

(e) **Changed Working Conditions—Notice Required:** The railroad will give yardmen the usual notice of change in working conditions as will enable them to exercise their seniority rights. When regular yard crews are taken off, regular men on such crews will be so notified at or prior to completion of the run, but not later than the next mark-up covering the shift from which displaced.

(f)-1. **Vacancies Bulletined:** All new or vacant jobs as engine foreman, yard helper, yard pilot, yard herder and switchtender, will be bulletined and the senior applicant will be assigned. Rights to runs or jobs will be governed by seniority; claims to runs or jobs will be made in writing to supervisor in charge of yard on forms provided and for which receipts will be furnished. Bulletin will specify the position or positions to be filled, the run number or starting time, and the number of days in the week (six or seven) assigned to work, naming lay-over days and holidays, if any. Bulletin will be posted for twenty-four (24) hours, 4:00 P.M. to 4:00 P.M. Sundays and holidays not to be counted. Bidding for assigned yard positions is limited to yardmen of the yard where vacancies occur and to men on the extra board that protects such vacancies.

2. **No Bids Received—How Filled:** Where no bids are received on vacancies bulletined in accordance with (f)-1 of this rule, such vacancies will be filled as follows:

(1) Vacancies for engine foremen, yard pilots or yard herders, by assignment of the junior helper on the shift on which vacancy exists, qualified to act as foreman in the manner set forth in the Note under Article 64 (f)-3. If no such qualified helper working on the shift, then by assignment of junior qualified man on the extra board which protects this service.

(2) Vacancy for yard helper by assignment of the junior man on the extra board that protects the service where the vacancy occurs.

(g) **Six Day Bulletin—Exceptions:** In yards protected by combination road and yard extra boards, notice of assignments to yard vacancies assigned under Section (f) of this Article will be posted on all bulletin boards of the seniority district for six (6) days following day of assignment, and extra men from the extra board

that protects the vacancies who had not had access to the bulletin may submit bids in writing for the vacancies, provided that such bids are submitted within the six (6) days. If bids are received from men senior to man or men assigned, the senior man or men bidding on the assignment notice will be permitted to displace junior man or men assigned.

(h) **Engines—Limitation:** Any engine working five (5) consecutive days will be considered regularly assigned and be open to bids, unless at the time the engine is put on, it is known to be regularly assigned, in which case it will be advertised the same as any other permanent vacancy. (Intervening Sunday and holidays to be included in five (5) consecutive days.)

(i)-1. **Displacement—How Handled:** When an assigned yardman is displaced he may displace any junior assigned yardman in the yard where displacement occurred.

2. **Request in Writing:** Yardmen exercising seniority shall do so in writing, except displacement may be arranged over telephone, and boardman will make written record of same, requiring man making displacement to sign it prior to going on run.

(j) **Displacement—Prior to Mark-Up:** In yards protected by exclusive yard boards, yardmen with right of displacement must exercise seniority not later than mark-up covering run on which he displaces.

(k) **Displacing After Lay-Off:** Yardmen returning to work after a lay-off, for any reason, will be permitted to exercise their seniority on yard runs or jobs bulletined and assigned to junior men during their absence in the manner provided for in Section (j) of this Article.

(l) **Lay-Off Vacates Assignment:** When an assigned yardman will be off for thirty (30) days or more and length of proposed absence from duty is known to Superintendent, the vacancy will be bulletined and open to seniority choice. In case of illness or where, for any reason, the length of absence is indefinite, vacancy will be bulletined for seniority choice after twenty (20) days.

(m) **Choice of Helper Jobs:** Senior regular yard helpers shall have choice of helper positions on a crew. When neither helper is assigned to the crew, the senior man will have choice of helper positions.



(n) **Giving Up Jobs:** Yardmen desiring to give up regular job and go on the extra board, will remain on the run to which assigned until it is bulletined and reassigned.

(o)-1. **Starting Time for Extra Crew:** Except in cases of emergency created by storm, flood, fire or wrecks, extra yard crews will be started between the hours of 6:30 A.M. and 8:00 A.M.; 2:30 P.M. and 4:00 P.M.; and 10:30 P.M. and 12:00 midnight.

2. **Time When Pay Begins:** Except in case of emergency, extra yardmen required to work an extra yard engine starting between 8:00 A.M. and 2:30 P.M., 4:00 P.M. and 10:30 P.M., and 12:00 midnight to 6:30 A.M., will start their time at 8:00 A.M., 4:00 P.M., or 12:00 midnight, as the case may be.

(p)-1. **Assignment Discontinued Without Sufficient Notice:** When a yard assignment is discontinued without sufficient notice to enable yardmen assigned to the job to exercise seniority, such yardmen who were available for the job at the time it was discontinued will be allowed a minimum yard day at the rate of pay of their regular assignment.

2. **Regular Men Used on Succeeding Shift:** Regularly assigned yardmen held off of their assignment in an emergency and used on a succeeding shift will be paid a minimum day on their own assignment and a minimum day on the job worked, with overtime after eight (8) hours, if any.

3. **Regular Men Used on Lay-Over Day:** Yardmen regularly assigned for six (6) days per week who, on their day off, are used in emergency on a job or run, starting on the same shift to which assigned, will be paid time and one-half for such extra work.

4. **Hours of Service Law Preventing Filling Regular Assignment:** When due to Hours of Service Law, yardmen cannot work their regular assignment, they will be paid one minimum yard day at the rate of their regular assignment.

**Note: Shifts Defined:** Shifts as referred to in this rule means engines starting between 6:30 A.M. and 8:00 A.M. as a first shift; engines starting between 2:30 P.M. and 4:00 P.M. as a second shift; and engines starting between 10:30 P.M. and midnight as a third shift.

(q) **Crews Assigned Definite Areas:** It is recognized that it is to the mutual advantage of the Man-

agement and yardmen employees to, wherever it can be done without sacrifice of efficiency, assign yard crews to definite areas or a combination of two areas within yard switching limits. Accordingly, Superintendent and Local Chairman may agree that certain yard crews shall be assigned to definite areas, and such assignments may be discontinued or be rearranged by bulletin to meet changed traffic conditions.

(r)-1. **Calls—Calling Limits—Sign Call Book:** Regular assigned yardmen and yardmen marked up on yard assignments at 11:00 A.M. and 5:00 P.M. markups, will show for jobs without being called. Yardmen subject to call will be called  $1\frac{1}{2}$  hours, as nearly as practicable, before time required to report for duty. Calling limit is one mile; except where men are called by telephone, that limit will not apply. The caller will be provided with a book containing description of job called for and time on duty; and yardman called will write in time actually called and his name. If called by telephone, caller will make that record.

**Note: Calling Limits at The Dalles:** The calling limits at The Dalles will be one mile from the present freight office, until further advised.

2. **Called and Not Used—How Paid—Exceptions:** Yardmen called for any run or job and who report to protect the job called for, shall be paid one day's pay, whether work is furnished the entire time or not, except in cases of insubordination or sickness, when they will be paid for actual time worked, provided, however, that yardmen incapacitated as a result of an injury received while working will be paid not less than a basic day. Provided further, that yardmen called while working on one shift to double on a succeeding shift will not be considered as called if call is cancelled prior to tie-up. Time of yardmen called to relieve those laying off before shift is completed shall commence at time for which called, and they will be paid not less than a basic day for such service.

(s) **Use of Herders:** At terminals mutually agreed to by Management and Committee, yardmen may be assigned to perform herding duties, or a combination of herder and pilot duties, and such positions will be filled by yardmen at yard foremen's rates of pay. It is also understood that herders may be used to assist yard crews when not engaged in herding duties or may be assigned to perform a combination of herder and helper duties.



(t) **Combined Helper and Switchtender Jobs:** Switchtenders may be assigned to perform a combination of yard helper and switchtender work within the area adjacent to the switchtender's station. Prior right switchtenders will be given preference on these assignments and will be paid at yard helper rates.

(u) **Written Records—Limitation:** Herders and switchtenders will not be required to keep a record of train movements or records of engine movements to and from roundhouses.

(v) **Work in Service Outside Jurisdiction:** Yardmen who volunteer to be used to work exclusively a day or shift in a service not covered by this agreement will be paid not less than his regular rate, but if work performed calls for higher rate, they will be paid the higher rate. Seniority as yardmen will not apply in filling vacancies not covered by this agreement.

(w) **Used in Road Service—Rates:** Regularly assigned yardmen or yardmen on extra board protecting exclusive yard service will, if used in road service, be paid the rate of service performed but not less than their assigned yard rate or, if an extra man, not less than yard helper's rate.

(x) **Displace Junior Helper:** Yardmen displacing as helpers shall displace the junior helper on the crew of their choice.

(y)-1. **Yard Work Train Service:** Yard crews will be used to perform work train service in yards where yard crews are employed, provided all of the work is within the yard limit boards. Road work train crews will be used when major part of day's work is outside yard limit boards or they start their day's work in road service and move into and out of the yard two (2) or more times in the course of the day's work, for the purpose of picking up or setting out cars in exclusive work train service, or to bring into or to take out of the yard loads of ballast or other track material used for maintenance or construction purposes, may load or unload the same and doze off whatever surfacing material they unload with a dozer or spreader that is part of the work train equipment.

2. **Piloting Self-Propelled Machines:** On self-propelled roadway machines, if day's work is inside yard limit boards, in yards where yard crews are employed, a yard foreman will be used as pilot, provided

no cars other than idler and supply car for the machine are handled. Provided also, if roadway self-propelled machines, such as clam shells, locomotive cranes, weed burners, pile drivers, rail detectors, etc., originate in road service and then come into the yard to finish day's work; or originate in yard and finish day's work in road service; or originate in road or yard service and finish in the service, where started, under circumstances where the greater portion of the day's work is in road service, a conductor-pilot will be used. Provided, however, that self-propelled machines working exclusively in shop or material yard tracks, not required to move into or out of track where work is being done, will not require the use of pilots.

(z) **Supply Trains—Limitations:** Supply trains running into and out of yards where yard crews are assigned may, after arrival and/or before departure, be required to spot or respot their train at points where supplies or company material are loaded or unloaded, including loading of scrap material from main line or adjacent lead tracks, provided that set-out or pick-up of cars is not required, and such work will not be regarded as yard work.

## ARTICLE 61—EQUIPMENT OF ENGINES

(a) **Equipment Described:** Engines assigned to switching service shall be equipped with headlights and footboards and a suitable box in which clothing and lunch boxes may be placed. An engine temporarily assigned to yard switching service shall be so equipped at the first opportunity, if such engine is to be continued in yard service more than twenty-four (24) hours.

(b) **Substitution Not Permitted:** The use of unequipped engines shall not be prolonged by the substitution of one engine for another.

## ARTICLE 62—SWITCHTENDERS

(a) **Applicable Schedule Rules:** With the exception of Article 55 and any other rules of this agreement, that by a fair construction of the language used, cannot be regarded as applying to switchtenders, all rules in this agreement applying to yardmen shall apply to switchtenders, and provided also, that under Article 58, switchtenders will be held responsible for their regular duties during their lunch period.



(b) **Disabled Men Given Preference:** In filling vacancies for positions of switchtenders, full consideration shall be given to train and yardmen disabled in the service of the railroad, whenever injuries are not such as to unfit them for switchtenders' duties. Disabled train and yardmen desiring to be considered in line for switchtender's positions, may file applications with proper officer of the railroad.

(c) **Extra Boards Protect Reliefs:** If no train or yardmen disabled in the service are available, temporary vacancies will be filled from extra board, and will be paid rates applicable to such service.

**ARTICLE 63 — LAYING OFF AND REPORTING  
FOR DUTY — MARK-UP OF EXTRA MEN —  
RULE ONLY APPLIES TO EXCLUSIVE YARD  
BOARDS**

(a) **Time When Can Lay Off or Report Back for Duty—Shifts Covered by Mark-Up:** Yardmen laying off or reporting for duty will do so for second shift prior to 11:00 A.M.; for the third and first shifts, prior to 5:00 P.M. The marking of the board at 11:00 A.M. covers shift starting at 2:30 P.M. and ending at 4:00 P.M. The 5:00 P.M. mark-up covers the third shift, 10:30 P.M. to 12:00 midnight, and the first shift, 6:30 A.M. to 8:00 A.M. If for any reason, a vacancy occurs after the board is marked, the extra man marked up will not be disturbed and vacancy will be filled by the man first out on the extra board.

(b)-1. **Mark-Up Procedure—Seniority Board:** On seniority yard extra boards, the senior extra man, available by reason of two shifts having elapsed since last shift worked, will be marked on the first known vacancy that follows the mark-up; the senior man next in order of availability will be marked on the next vacancy; and so on until all known vacancies are filled. Extra men not marked up will be called in the same manner to fill emergency vacancies that may occur before the next mark-up. In cases where extra men are required to double under circumstances where two (2) shifts have not elapsed since last shift worked, and shift where needed, the senior extra man with required legal rest at the starting time of the crew, where vacancy exists, will be used; the senior man next in order for the next vacancy, and so on until these men with legal rest are all used. If there are no extra men with legal rest, the

senior extra man with eight (8) or more hours to go under the Hours of Service Law, at starting time of crew where vacancy exists, will be used.

**2. Mark-Up Procedure—Rotating Board:** On rotating yard extra boards, first out extra man will be marked on the first known vacancy that follows the mark-up; the next out extra man on the next vacancy; and so on until all known vacancies are filled. Extra men not marked up will be called in the same manner to fill emergency vacancies that may occur before the next mark-up. Extra men without legal rest at starting time of crew on which vacancy exists need not be used, and if not used, will retain place on the extra board.

**3. Combination Boards Not Subject:** Combination road and yard boards are not subject to the provisions of this rule.

(c) **Local Agreements Permissible:** Local agreements may be made between Superintendents and Local Chairmen covering application of yardmen for lay-offs of less than ten days' duration, provided such agreements are not in conflict with schedule rules.

**ARTICLE 64—HANDLING OF ENGINE FOREMEN  
PROMOTION TO YARDMASTER**

(a)-1. **Retention Separate Date:** Yardmen promoted to engine foremen prior to the date of this agreement will retain separate rights as engine foremen until such time as they may relinquish such separate right through the application of Section (b) of this agreement.

**2. Helper-Foreman Date Concurrent:** Except as provided in Section (a)-1 of this Article, hereafter all yard helpers will hold rights as engine foremen concurrent with their helpers' rights.

**3. Separate Date Preference to Job:** Prior right engine foremen will have choice of engine foremen's jobs and, except as hereinafter provided, remaining foremen positions will be assigned to the senior helper applicant bidding for the same.

(b) **How Separate Date Forfeited:** Prior right engine foremen shall not voluntarily relinquish their rights as regular engine foremen and exercise seniority as yard helpers or brakemen, without losing their prior rights as engine foremen thereby.



(c) **Promotion to Yardmaster:** In the appointment of yardmaster and assistant yardmaster, the oldest qualified yardman in the yard where vacancy is to be filled, shall be given preference.

(d) **Foreman's Arbitrary Hour:** Yards where yardmasters are not employed, engine foreman will be paid one (1) hour in addition to all other time made by crew of which he is foreman.

(e) **Displaced Yardmasters:** Regular yardmen, after having worked as yardmaster or assistant yardmaster, when relieved, will return to their regular position as yardmen, except in cases where their regular positions as yardmen have been bulletined for seniority choice while they were being used as yardmaster or assistant yardmaster, in which case they will be permitted to exercise their seniority as yardmen.

(f)-1. **Filling Foreman's Job Regular Crew:** When a regular assigned engine foreman is not available for his run, the position will be filled by senior regular helper on crew, if competent, and if neither regular helper is competent, the vacancy will be filled by first-out competent man on the extra board; but, if two or more yardmen are called for the crew, the senior competent man will be used. Extra men not called in turn, due to not being qualified to act as engine foreman, will hold their place on the extra board and no runarounds are involved; provided, however, that on rotating boards competent extra men who have acted as foremen in such yards, and decline to accept call as foremen, will be dropped to foot of the extra board.

2. **Filling Foreman's Job Extra Crew:** When an extra yard engine is placed in service, crew will be made up from extra board, and the position of engine foreman will be filled by senior first-out competent man on the extra list. Extra men not called in turn, due to not being qualified to act as engine foreman, will hold their place on the extra board, and no runarounds are involved; provided, however, that on rotating boards, competent extra men who have acted as foremen in such yards, and decline to accept call as foremen, will be dropped to the foot of the extra board.

3. **Emergency Extra Foreman Rule:** For the purpose of providing engine foremen to fill vacancies under circumstances where there are no competent helpers on

the crew or on the extra board, a vacancy will be filled as follows:

**First:** By using the senior competent helper going to work at the same time on the shift;

**Second:** If no such competent helper available, use the senior competent helper going to work at an earlier time on the same shift;

**Third:** If still no competent helper available, use senior competent helper going to work at a later time on the same shift;

**Fourth:** Finally, if there are not enough such qualified helpers available on shift to fill remaining vacancies on that shift, competent helpers from the preceding shift may be doubled through as foremen on the succeeding shift; or competent helpers on a succeeding shift may be called as foremen on the preceding shift and be doubled through as helpers on their own shift; provided, however, that the man doubling must have eight hours to work as of the starting time of his regular assignment.

When a yardman holding regular assignment as helper is used as engine foreman in the manner herein provided for, he will be paid as follows:

When he works on a run starting in advance of the starting time of his regular assignment on the same shift, he will be paid one day at time and one-half for service in advance of regular starting time, plus a new day to commence at regular starting time.

When he works on a run starting at the same time as his regular assignment, he will be paid at the foreman's rate, but at straight time for the regular eight-hour period, and time and one-half only for the actual overtime worked.

When he works on a run starting at a later time than his regular assignment on the same shift, he will be paid at straight time rates as though he started at the starting time of his regular assignment, but at the foreman's rate, overtime to start after expiration of 8 hours from his regular assigned starting time.

When he works on a run on a different shift than to which assigned, he will be paid in accordance with Article 53.

**Note: Definition:** The term "competent" or "qualified" engine foremen as used in this rule means a yard helper or extra man with a standard watch made subject to watch inspection rules, who considers himself competent or qualified to act as foreman of a yard engine and who has had one (1) or more years' experience in



train or yard service on this and/or some other railroad operating under standard train rules.

(g) **Demotions Limited:** An engine foreman demoted as a result of charges and an investigation under Article 48, or an engine foreman charged with inefficient work as engine foreman, and who admits the charges, in either case, may be demoted for a period not to exceed six (6) months and may exercise seniority as a yard helper or go on the extra board as he may elect.

#### ARTICLE 65—TERMS OF AGREEMENT

This agreement will be effective as of May 1, 1945, 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.

For the Union Pacific Railroad Company, Northwestern District:

M. C. WILLIAMS, General Manager.

For the employees:

C. W. STEVENS, General Chairman, Brotherhood of Railroad Trainmen.

W. D. HILL, Secretary, General Committee, Brotherhood of Railroad Trainmen.

ARBITRATION AWARD  
AGREEMENT  
Signed at Chicago, Illinois, September 1, 1944

**AGREEMENTS AND UNDERSTANDINGS,  
NOT SET FORTH IN THE SCHEDULE,  
WHICH ARE AND WILL REMAIN IN  
EFFECT UNTIL CHANGED OR CAN-  
CELED AS PROVIDED THEREIN.**



## ARBITRATION AWARD—VACATION AGREEMENT

Signed at Chicago, Illinois, September 1, 1944

**Section 1 (a)**—Effective with the calendar year 1944, each employee subject to the scope of schedule agreements held by the Brotherhood of Locomotive Engineers and the Brotherhood of Railroad Trainmen, signatory hereto, will be qualified for an annual vacation of one week with pay, or pay in lieu thereof, if, during the preceding calendar year, the employee renders service under schedule agreements held by the Brotherhood of Locomotive Engineers, Brotherhood of Locomotive Firemen and Enginemen, Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Switchmen's Union of North America, amounting to 160 basic days in miles or hours paid for, as provided in individual schedules.

(**Note:** In Dining Car Service—each eight hours paid for shall be considered the equivalent of one basic day.)

Calendar days on which an employee assigned to an extra list is available for service and on which days he performs no service, not exceeding sixty (60) such days, will be included in the determination of qualifications for vacation.

(b)—Only service performed on one railroad may be combined in determining the qualifications provided for in this Section 1, except that service of an employee on his home road may be combined with service performed on other roads when the latter service is performed at the direction of the management of his home road or by virtue of the employee's seniority on his home road. Such service will not operate to relieve the home road of its responsibility under this agreement.

**Section 2**—Employees qualified under Section 1 hereof shall receive a vacation of seven days per year and shall be paid with respect thereto as follows:

(a)—An employee holding a regular assignment (including pool and chain gang service) shall receive an amount equivalent to the pay earned by him during the seven consecutive days ending with the last work performed by him before the date upon which his vacation is scheduled to begin.

(b)—An extra employee will be paid an amount equivalent to his total earnings in the last seven consecutive days immediately preceding the date when he

is scheduled to begin his vacation; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

(c)—A furloughed man shall be paid an amount equivalent to his earnings for the last seven day period ending with the last day on which he worked; provided, however, that in no event shall such pay be less than six minimum basic days' pay at the rate of the last service rendered.

**Section 3**—Vacations, or allowances therefor, under two or more schedules held by different organizations on the same carrier shall not be combined to create a vacation of more than the maximum number of days provided for in any of such schedules.

**Section 4**—Time off on account of vacation will not be considered as time off account employee's own accord under any guarantee rules and will not be considered as breaking such guarantees.

**Section 5**—The absence of an employee on vacation with pay, as provided in this agreement, will not be considered as a vacancy, temporary, or otherwise, in applying the bulletin rules of schedule agreements.

**Section 6**—Vacations shall be taken between January 1st and December 31st; however, it is recognized that the exigencies of the service create practical difficulties in providing vacations in all instances. Due regard, consistent with requirements of the service, shall be given to the preference of the employee in his seniority order in the class of service in which engaged when granting vacations. Representatives of the carriers and of the employees will cooperate in arranging vacation periods, administering vacations and releasing employees when requirements of the service will permit. It is understood and agreed that vacationing employees will be paid their vacation allowances by the carriers as soon as possible after the vacation period but the parties recognize that there may be some delay in such payments. It is understood that in any event such employee will be paid his vacation allowance no later than the second succeeding payroll period following the date claim for vacation allowance is filed.

**Section 7 (a)**—Vacations shall not be accumulated or carried over from one vacation year to another. However, to avoid loss of time by the employee at end of his vacation period, the number of vacation days at the



request of the employee may be reduced in one year and adjusted in the next year and vacation pay allowed accordingly.

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

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

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

**Section 10**—Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement will be handled on the property in the same manner as other disputes. If the dispute or controversy is not settled on the property and either the carrier or the organization desires that the dispute or controversy be handled further, it shall be referred by either party for decision to a committee, the carrier members of which shall be two members of the Carriers' Conference Committees, signatories hereto, or their successors; and the employee members of which shall be the chief executives of the two organizations signatory hereto, or their representatives, or successors. It is agreed that the Committee herein provided will meet between January 1 and June 30 and July 1 and December 31 of each year if any disputes or controversies have been filed for consideration. In event of failure to reach agreement the dispute or controversy shall be arbitrated in accordance with the Railway Labor Act, as amended, the arbitration being handled by such Committee. Interpretation or application agreed upon by such Committee, or fixed by such arbitration, shall be final and binding as an interpretation or application of this agreement.

**Section 11**—This vacation agreement shall be construed as a separate agreement by and on behalf of each

carrier, party hereto, and its railroad employees represented by the respective organizations, signatory hereto.

**Section 12**—This vacation agreement shall continue until Proclamation by the President of the United States or Declaration by the Congress of the cessation of hostilities and thereafter, except that this agreement arrived at in time of war shall be without prejudice to rights of either party at the expiration of the date above stated or thereafter to seek a change therein in accordance with the Railway Labor Act, as amended.

**Section 13**—The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representative (General Chairman) of the employees, party to this agreement, and the officer designated by the carrier may enter into additional written understandings to implement the purposes of this agreement, provided that such understandings shall not be inconsistent with this agreement.



# **RIGHTS OF TRAINMEN AND YARDMEN RETURNING FROM SERVICE WITH THE ARMED FORCES**

It is understood and agreed that trainmen and yardmen who while in the service of this Company, enter the military, naval or merchant marine services of the United States, either by enlistment, induction or otherwise, for service in the present war with the Axis Nations, shall upon return to the service of the Company be entitled to participate in all benefits offered by the Company pursuant to established rules and practices, and will not suffer any loss of seniority or conductor promotion due to being furloughed for such service, if upon honorable discharge from such service they report for duty within three months from the date of discharge or from hospitalization continuing after discharge for a period of not more than one year and pass necessary physical examination.

It is further understood and agreed that trainmen or yardmen, eligible for promotion upon their return from leave of absence and who have been furloughed for a period of more than three months by reason of serving in the armed forces, will be permitted and required to work six months as trainmen or yardmen before taking promotion examination to conductor. Such trainmen or yardmen, who have the required experience for promotion, must take promotion examinations for conductor after the expiration of six months, to be eligible to promotion date they would have had if they had remained in the service; and if they pass the examination they will be given dates as conductor and be accorded the same relative standing on conductors' roster as they would have had if they had not been so furloughed; but will not be used either as extra or regular conductor until they have accumulated six consecutive months' service as freight brakemen, or on the extra board on the district where they hold rights that protect road freight service; and provided further that if such service as freight brakemen is not commenced within one year following promotion to conductor, all rights as conductor are forfeited.

**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

**QUESTION:** In determining the hourly rate, how shall fractions of a cent be disposed of?

**DECISION:** Apply next higher quarter of a cent.



**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.	H. M.	Mls.	H. M.	Mls.	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**

Overtime		Overtime		Overtime	
Dis. Miles	Accrues After Hours	Dis. Miles	Accrues After Hours	Dis. Miles	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
236	11:48	268	13:24		

# INDEX PASSENGER SERVICE

	Page	Art.	Sec.
Assigned Men Held or Used Special Service.....	4	1	(d-4)
Basic Day.....	6	2	(a)
Brakemen on Motor Cars.....	15	6	(d)
Company Shipments Handled.....	4	1	(e)
Constructive Miles—Pendleton—Huntington.....	3	1	(b)
Extra Service Defined.....	4	1	(d-5)
Extra Service—How Manned.....	15	6	(c)
Freight Crews Handling.....	14, 15	6	(b) (c)
Guarantees and Examples.....	7	4	
Interdivisional and Interdistrict Runs.....	65	29	(a-1)
Made-Up Passenger Crews.....	4	1	(d-1)
Overtime and Overtime Rate.....	6, 7	3	(a) (b) (c)
Passenger Train Defined.....	3	1	(c)
Rates of Pay.....	3	1	(a) (d-2-3)
Rearranging Turnaround Runs When Any Leg Over 80 Miles....	9	4	(d)
Regular Crew—When Will Be Used on First Section.....	14	6	(a-2)
Streamliner Train Service.....	12	4	(g)
Terminal Delay.....	13	5	
Advanced reporting time.....	13	5	(c)
Final.....	13	5	(b)
Initial.....	13	5	(a)
Terminal time rate.....	13	5	(d)
Time Begins.....	6	2	(b)
Train Baggage.....	15, 16	6	(d) (e)
Working Conditions:			
Coach or car for crew to ride in..	14	6	(a-3)
Freight crews handling passenger trains.....	14	6	(b)
Grouping assigned crews.....	14	6	(a-1)
Handling U. S. Mail and examples.....	17	6	
Unassigned and assigned section of same train—use of regular crew.....	14	6	(a-2)
When extra passenger service handled by pool freight crews—when by made-up crews—freight rates and conditions...	15	6	(c)



# **FREIGHT SERVICE**

	Page	Art.	Sec.
Basic Day.....	30	10	(a)
Basic Day for Each Grade of Service (Brakeman and Conductor).....	30	10	(d)
Beginning and Ending of Day:			
Detouring over foreign lines or via diverging lines.....	40	14	(h)
Diverging routes between terminals.....	40	14	(g)
Doubling in and out of terminals.....	39	14	(d)
Emergency doubling between terminals.....	39	14	(c)
Short turnaround service.....	39	14	(b)
Side trips between terminals.....	39	14	(e)
Used off seniority district from intermediate point.....	40	14	(f)
Time begins and ends.....	39	14	(a)
Brakemen—Number of on Freight Trains Umatilla-Huntington.....	43	19	
Conversion Rule—Freight and Passenger Service.....	30	10	(c)
Conversion Rule — Through and Local Freight Service.....	24	8	(a)
Doubleheading:			
Consolidation of trains.....	41	15	(b)
Engine rating.....	40	15	(a)
Number of helper engines to be used.....	41	15	(b)
Penalty for doubleheading in territory where article does not so provide.....	42	15	(c)
Rating of largest engine.....	41	15	(b)
When and where train may be doubleheaded.....	41	15	(b)
Doubling.....	42	16	
Guarantee.....	31	11	
Local Freight Service and Examples.....	24	8	
Overtime.....	30	10	(b)
Pilot Service.....	42	17	
Pool Crews—First-In First-Out—Runaround—Filling Vacancies—Use Off Assigned District—Used Intact in Emergency.....	51	24	
Pool Freight Terminals and Change of Such Terminals.....	35	12	(f)

# **FREIGHT SERVICE (Cont'd.)**

	Page	Art.	Sec.
Rates of Pay:			
Local freight train service.....	24	8	
Through, irregular and mixed train service.....	24	7	
Work, wreck, snow-plow, flanger and supply trains.....	27	9	
Reducing Pool Crews.....	42	18	
Terminal Work and Delay:			
Allowances for pool freight or made-up passenger crews handling unassigned passenger, mixed freight and passenger trains in and out of Albina-Portland, Rieth-Pendleton.....	36	12	(g) (h)
Allowance putting engine on train where distance one mile or more.....	37	12	(i)
Final allowance for set-out at Spokane and Portland.....	33	12	(d)
Final delay and work allowance.....	33	12	(c)
Initial allowance for pick-up at Spokane and Portland.....	32	12	(b)
Initial work allowance.....	32	12	(a)
Walla Walla special rule.....	40	14	(i)
Work not considered switching.....	34	12	(e)
Traveling Switcher Assignments and Working Conditions.....	37	13	
Work, Wreck, Snow-Plow, Flanger and Supply Trains:			
Consist of pool crew used in unassigned work train service.....	28	9	(f)
Made-up crews when pool crews not available.....	28	9	(g)
Main line rate applicable on branches.....	30	9	Note
Notifying crew as to kind and probable duration of service.....	28	9	(h)
Self-propelled roadway machines, road and/or yard service — how manned.....	29	9	(i)
Sundays at home.....	30	9	(k)
Supply trains—work in yards limited.....	29	9	(j)
When bulletined.....	28	9	(d)
Work trains in yard and/or road service—how manned.....	28, 29	9	(e) (i)
Wreck, snow-plow and supply trains—how manned.....	27	9	(b)



# GENERAL—ROAD SERVICE

	Page	Art.	Sec.
Assigned Road Service:			
Assigned crews used intact in emergency.....	52	24	(f)
Assigned men remain on run pending assignment under bulletin.....	54	25	(f)
Assigned run or train held for delayed connections.....	53	25	(b)
Assignment—not placed on until after 3rd day.....	53	25	(a)
Assignment vacated after absence of 20 days or more or when leave of absence granted for 30 days or more.....	53	25	(c)
Brakemen filling temporary vacancies as conductors.....	64	27	(f)
Difference in earnings allowed when not placed on assigned job.....	53	25	(a)
Giving up assigned runs.....	55	26	
Interdivisional and interdistrict runs.....	65	29	
Pool crews handling new service until assignment made.....	54	25	(d) (e)
Regular run abandoned—option in exercising seniority.....	54	25	(h)
Senior brakemen to have choice of position.....	55	25	(i)
Bulletining:			
Assignment to be bulletined when regular men absent for 20 days or more or when leave of absence granted for 30 days or more.....	53	25	(c)
Bidding for runs and assignment thereto.....	53	25	(a)
Changes in assignment requiring rebulletining.....	54	25	(f)
Consist of bulletins.....	53	25	(b)
New and vacant service.....	53	25	(a)
Traveling switcher assignments.....	38	13	(b)
When no bids received—who assigned.....	55	25	(j)
Work trains.....	28	9	(d)

# GENERAL—ROAD SERVICE—(Cont'd.)

	Page	Art.	Sec.
Calling — Calling Limits — Called and Released:			
Called and released—road service.....	51	23	(c)
Calling crews without full rest—availability.....	52	24	(c)
Calls, calling limits, signing call book.....	50	23	(a)
Limit on reporting available for duty after laying off.....	50	23	(b)
Coaling Engines.....	83	47	
Displaced or Giving Up Run:			
Brakemen in one freight pool moving to another freight pool.....	56	26	(d)
Displaced and exercising seniority.....	55	26	(a-2)
Displaced conductors.....	56	26	(f)
Displacing after layoff.....	54	25	(g)
Displacing on interdivisional and interdistrict runs.....	67	29	(a-5)
Giving up assigned run.....	55	26	(b)
Regular pool brakeman displaced.....	56	26	(c)
When exercising seniority or displacing must do so in writing..	55	26	(a-1)
Eating.....	81	43	
Held-Away-Home-Terminal Rule..	44	20	
Interdivisional and Interdistrict Runs.....	65	29	
Accounting for mileage run on various districts.....	65	29	(a)
Displacement at home terminal.....	67	29	(a-5)
Freight runs.....	66	29	(a-2)
Passenger runs.....	65	29	(a-1)
Point of layoff.....	67	29	(a-6)
Washington Division — where may work.....	66	29	(a-3)
Pilot Service.....	42	17	
Promotion to Conductors.....	57, 58	27	(b) (c)
Rest at Terminals.....	78	33	



# GENERAL—ROAD SERVICE—(Cont'd.)

	Page	Art.	Sec.
Tie-Ups:			
Agreed interpretations hours of service law tie-ups:			
Advice as to destination.....	46	21	(b-3)
Dead-heading—when pay begins and when ends.....	46	21	(b-4)
Tied up between terminals....	46	21	(b-2)
When crew on duty and under pay.....	45	21	(b-1)
When not to be tied up between terminals.....	46	21	(b-5-6)
Hours of service law tie-ups:			
Again on duty and under pay..	45	21	(a-3)
Agreement.....	45	21	(a-7)
Continuous trip, destination changed.....	45	21	(a-4)
Federal Law tie-up—14 hours..	44	21	(a-1)
Less than 14 hours.....	44	21	(a-2)
Resuming duty continuous trip	45	21	(a-5)
Towed or dead-headed after tied up.....	45	21	(a-6)
Other tie-ups:			
Act of God tie-ups and examples.....	47	21	(c-5)
Crew in commercial freight service tied up in work train service.....	46	21	(c-1)
Crew in work train service tied up in commercial freight service.....	46	21	(c-2)
Local and mixed train tie-ups.	47	21	(c-3)
Local train tie-ups at turnaround point.....	47	21	(c-4)
Umatilla tie-up rule.....	49	22	(a) (b) (c)
Wallula tie-up rule.....	50	22	(d)
Where eating and sleeping accommodations are available...	49	21	Note
Work, wreck, snow-plow and supply trains.....	28	9	(c)

# GENERAL—ROAD AND YARD SERVICE

	Page	Art.	Sec.
Air Hose—Coupling or Uncoupling.	86	49	
Air Test—Terminal.....	86	49	
Attending Court.....	80	39	
Caboose:			
Supplies.....	78	32	
Switching with.....	80	38	
Chaining Cars.....	86	49	
Complaints One Employee Against Another.....	79	34	
Computing Time—Time Shortages.	79	35	
Copies of Schedules To Be Furnished.....	81	41	
Damaged Equipment—Fines for...	83	46	
Dead-Heading:			
Applied against guarantee of relief men in passenger service—examples.....	11	4	(f)
Assigned crew dead-headed to opposite terminal when train connection late.....	53	25	(b)
Combined with service trip.....	68	30	(b)
In connection with reliefs on interdivisional and interdistrict runs.....	67	29	(a-7)
Into terminals after tied up under the Law.....	45, 46	21	(a-6) (b-4)
Manner of registering.....	69	30	(e-4)
Men entering service not entitled to dead-head pay.....	71	31	(c-5)
Not paid for when due to exercise of seniority.....	68	30	(c)
Not paid to extra men at outside points when lay off.....	72	31	(f-4)
Overtime.....	68	30	(d)
Paid for when on company business.....	68	30	(c)
Priority into and out of terminal.	68	30	(e-1-2)
Rates.....	67	30	(a)
Senior conductor governs on same arrival time.....	69	30	(e-3)
Who will dead-head when two crews called.....	67	30	(a)



# **GENERAL—ROAD AND YARD SERVICE—(Cont'd.)**

	Page	Art.	Sec.
Decreasing or Increasing Forces...	82	44	(c)
Discipline—Investigation—Suspension.....	83	48	
Employment—Preference of.....	86	50	
Engine Foreman Qualifying as Conductor.....	58	27	(b-6)
Engine Foreman Working as Conductor.....	59	27	(c-2)
Extra Men and Extra Boards:			
Auxiliary extra board.....	74	31	(j)
Choice of extra board.....	70	31	(c-1)
Dead-heading applies against guarantee of extra men in passenger service—examples.....	11	4	(f)
Examples covering bidding on extra board bulletins or forced to move account no bids received.....	74	31	
Exclusive yard boards—seniority or rotating.....	72	31	(g-1)
Extra man assigned to regular position.....	69	31	(a)
Extra men laying off relieved by extra men.....	72	31	(f-4)
Extra men rotate on vacancy out of terminal.....	69	31	(a)
First-in first-out.....	69	31	(a)
Furnishing reliefs on interdivisional and interdistrict runs...	67	29	(a-6)
Home or feeder boards.....	73	31	(h-3)
How paid when attending court.	80	39	(b) (c)
Junior extra man assigned when no bids received on vacancy...	55	25	(j)
Laying off or missing call—road service.....	72	31	(f-2)
Laying off or missing call—yard service.....	72	31	(g-3)
Limitation on movement one extra board to another.....	71	31	(c-4)
May be held to fill two vacancies—outside points.....	73	31	(h-4)
Men entering service—how placed	71	31	(c-5)
Movement one extra board to another.....	70	31	(c-2)

# **GENERAL—ROAD AND YARD SERVICE—(Cont'd.)**

	Page	Art.	Sec.
Extra Men and Extra Boards			
(Cont'd.):			
No bids received on vacancy—how filled.....	70	31	(c-3)
Order of mark-up on extra board.	71	31	(d)
Outside points—extra man remains on vacancy until displaced.....	69	31	(a)
Priority of release of extra men at outside points.....	72	31	(f-3)
Regular men reduced to extra list.....	72	31	(f-1)
Rules common to rotating and seniority boards.....	73	31	(h-2)
Runaround—rotating board....	70	31	(b)
Runaround—seniority board—yard service.....	72	31	(g-2)
Same on-duty time—priority of road or yard service.....	74	31	(i)
Senior man may displace after 10 days.....	69	31	(a)
Uniformed men used in preference and retained in service when board reduced.....	71	31	(e)
Where to be established—extra boards.....	70	31	(c-1)
Investigation—Discipline—Suspension.....	83	48	
Leave of Absence.....	81	44	(a)
Preference of Employment.....	86	50	
Promoted to Official Positions.....	81	44	(b)
References—Time Limits for Investigating.....	80	40	
Representation.....	82	45	
Self-Propelled Machines Defined...	42	17	Note
Seniority:			
Baggagemen.....	16	6	(e)
Choice of crew position or car...	55	25	(i)
Districts—road and yard service.	64	28	
Establishing date—trainmen and yardmen.....	56	27	(a)
Exchanges of rights.....	64	27	(i)



# GENERAL—ROAD AND YARD SERVICE—(Cont'd.)

	Page	Art.	Sec.
Seniority (Cont'd.):			
Exercise of:			
After layoff.....	54	25	(g)
Displaced conductors.....	56	26	(f)
Must be done promptly.....	56	26	(e)
Must be in writing.....	55	26	(a-1)
When displaced.....	55, 56	26	(a-2) (c)
When run to which assigned abandoned prior to perform- ing service thereon.....	54	25	(h)
Joint rights.....	59	27	(d)
On new lines taken over.....	67	29	(b)
Promotion to conductors.....	57, 58	27	(b) (c)
Retention of when physically dis- abled.....	64	27	(g)
Rights on districts.....	65	29	(a)
Road and yard and between dif- ferent yards.....	59	27	(d) (e-2)
Rosters.....	79	36	
Transfers—yard and road—ex- amples.....	59	27	(e-1-3)
When seniority terminates.....	64	27	(h)
Yard seniority in all yards.....	59	27	(e-2)
Yardman filling temporary va- cancy as conductor.....	64	27	(f)
Service Letter.....	81	42	
Terms of Agreement.....	100	65	
Time Not Allowed.....	79	35	
Transfer Rule—Road and Yard— One Yard to Another—Examples	59	27	(e)
Transportation.....	80	37	

# YARD SERVICE

	Page	Art.	Sec.
Yard Service:			
Allowance to foreman—where no yardmaster employed.....	98	64	(d)
Assignments—fixed period for all regular members crew.....	87	54	
Basic day.....	87	52	
Calculating assignments and meal periods.....	88	56	
Consist of crews.....	89	59	
Demotion of engine foreman lim- ited.....	100	64	(g)
Displaced yardmasters—return- ing from use as yardmaster....	98	64	(e)
Engines—how equipped—substi- tution not permitted.....	95	61	
Filling foreman's job:			
Extra crew.....	98	64	(f-2)
Regular crew.....	98	64	(f-1)
When no competent helper on crew or on board—how paid.....	98	64	(f-3)
Foreman's arbitrary hour.....	98	64	(d)
Helper-foreman date concurrent.	97	64	(a-2)
How prior right engine foreman's date forfeited.....	97	64	(b)
Independent assignment.....	88	55	(e)
Local agreements permissible covering application of yard- men for lay-offs less than 10 days.....	97	63	(c)
Lunch periods.....	89	58	
Mark-up procedure:			
Combination boards—not sub- ject to.....	97	63	(b-3)
Rotating board.....	97	63	(b-2)
Seniority board.....	96	63	(b-1)
Overtime.....	87	53	
Point for beginning and ending day.....	88	57	
Prior right engine foremen— preference to job.....	97	64	(a-3)
Promotion to yardmaster.....	98	64	(c)
Rates of Pay.....	87	51	
Retention of engine foreman's date—prior right.....	97	64	(a-1)



# YARD SERVICE—(Cont'd.)

	Page	Art.	Sec.
Yard Service (Cont'd.):			
Seniority list of yardmen—where kept.....	79	36	(b)
Starting time not to be changed without 48 hours' notice.....	87	55	(a)
Starting time—one, two or three shifts and exception.....	87	55	
Switchtenders:			
Applicable schedule rules.....	95	62	(a)
Disabled men given preference.....	96	62	(b)
Extra board protects.....	96	62	(c)
Time when can lay off or report back for duty.....	96	63	(a)
Working Conditions:			
Assignment discontinued without sufficient notice.....	92	60	(p-1)
Called and not used—how paid—exceptions.....	93	60	(r-2)
Calls—calling limits—sign call book.....	93	60	(r-1)
Changed working conditions—notice required.....	90	60	(e)
Choice of helper jobs.....	91	60	(m)
Combined helper and switch-tender jobs.....	94	60	(t)
Crews assigned definite areas..	92	60	(q)
Displace junior helper.....	94	60	(x)
Displacement—how handled—request in writing.....	91	60	(i)
Displacement—prior to mark-up.....	91	60	(j)
Displacing after lay-off.....	91	60	(k)
Extra engine working 5 consecutive days.....	91	60	(h)
Giving up jobs.....	92	60	(n)
Hours of service law preventing filling regular assignment... ..	92	60	(p-4)
Layoff vacates assignment... ..	91	60	(l)
New service.....	90, 91	60	(f-1) (h)
No bids received—how filled..	90	60	(f-2)
Other duties, rates.....	89	60	(d)
Pay continuous to starting point.....	89	60	(a)
Piloting self-propelled machines.....	94	60	(y-

# YARD SERVICE—(Cont'd.)

	Page	Art.	Sec.
Yard Service (Cont'd.):			
Working conditions (cont'd.):			
Regular men used on lay-over day.....	92	60	(p-3)
Regular men used on succeeding shift.....	92	60	(p-2)
Shifts defined.....	92	60	(p-4)
Six-day bulletin—exceptions..	90	60	(g)
Starting time for extra crew—time when pay begins.....	92	60	(o)
Supply trains—limitation.....	95	60	(z)
Use of herders.....	93	60	(s)
Used in road service—rates....	94	60	(w)
Used outside switching districts.....	89	60	(b)
Vacancies bulletined.....	90	60	(f-1)
Work in service outside jurisdiction.....	94	60	(v)
Written records—limitation... ..	94	60	(u)
Yard pilot, foreman's rate.....	89	60	(c)
Yard work train service.....	94	60	(y-1)



## MEMORANDA



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