

INTERNATIONAL-GREAT NORTHERN
RAILROAD COMPANY

AGREEMENT

BETWEEN

INTERNATIONAL-GREAT NORTHERN
RAILROAD COMPANY

AND THE

ORDER OF RAILWAY CONDUCTORS

AND THE

BROTHERHOOD OF RAILROAD TRAINMEN

Governing Wages and Working Conditions of
Conductors, Brakemen and Baggage-men
Employed by the Said Railroad.



EFFECTIVE NOVEMBER 1st, 1924

REPRINT AS OF DECEMBER, 1942

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AGREEMENT

Between

**INTERNATIONAL-GREAT NORTHERN RAILROAD
COMPANY**

and

**The Conductors, Brakemen and Baggage-men Employed
on International-Great Northern Railroad Repre-
sented by the General Committee of Adjust-
ment of the Order of Railway Conductors,
and the General Grievance Committee
of the Brotherhood of Railroad
Trainmen.**

The following terms and provisions have been mutually agreed upon by the parties, to be truly and faithfully observed by them, namely:

ARTICLE 1.

Keeping Time.

All trips will be credited to the day on which they begin.

* ARTICLE 2.

Passenger Service.

Section A. Rates of pay:

Rates for trainmen on trains propelled by steam or other motive power:

	Per Mile Cents	Per Day	Per Month
Conductors	5.56	\$8.34	\$250.20
Baggage-men Operating Dynamo	4.49	6.74	202.20
Baggage-men Handling Express....	4.49	6.74	202.20
Baggage-men	4.25	6.38	191.40
Flagmen and Brakemen.....	4.14	6.21	186.30

An asterisk preceding an article indicates it has been changed.

NOTE: Rates specified for "Baggagemen handling express" apply to baggagemen in the employ of the railroad who shall be paid exclusively by the railroad.

Section B. Basic Day:

(1) One hundred and fifty (150) miles or less (straightaway or turn-around) shall constitute a day's work. Miles in excess of one hundred and fifty (150) will be paid for at the mileage rates provided.

(2) 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 exceeds the daily minimum.

Section C. Overtime:

(1) Trainmen on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty in excess of eight hours (computed on each run from the time required to report for duty to the end of that run) within ten consecutive hours; and also for all time in excess of ten consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made.

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

(2) 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 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 hours and 30 minutes from time of first reporting for duty.

Road overtime in all passenger service shall be paid

for on the minute basis at a rate per hour of not less than one-eighth of the daily rate provided for in Section A of this Article, except that main line passenger conductors overtime rate will be \$1.06¼ cents per hour.

(3) Extra passenger conductors handling special or excursion trains will be allowed passenger pay, one hundred and fifty (150) miles or less to constitute a day's work. All mileage made in excess of one hundred and fifty (150) miles per day, will be paid for pro rata, overtime to be allowed on the basis stipulated in Sections C (1) and (2) of this article.

(4) Freight trainmen used to run special or extra passenger trains will be paid through freight rates. Regular freight brakemen used on regular passenger trains will be allowed through freight pay. Extra freight brakemen used on regular passenger trains will receive passenger pay. At distant terminals where freight crews are used to run special or extra passenger trains, the through freight crew first out will be used and paid through freight rates.

Section D. Assignments and Guarantees:

(1) Not more than three conductors will be assigned to extra passenger work for each seniority district. The oldest extra passenger conductor will have preference to this class of work, except that when a regularly assigned passenger conductor lays off for twenty days or more, the run shall be bulletined for five days, and the oldest conductor bidding for it within that time will be assigned. Vacancies of 90 days will be considered permanent. Conductors, brakemen and baggagemen will be assigned to regular main line passenger runs by five days bulletin.

Men filling temporary vacancies will return to former assignments when relieved.

A conductor entitled to extra passenger service while regularly assigned to run away from home terminal where extra board is maintained will not be considered as available for extra passenger service. This not to deprive such conductors of their rights to extra passenger service vacancies of 20 days or more.

(2) In case all extra passenger conductors are filling vacancies or otherwise, the oldest freight conductor available at home terminal, or at point where extra passenger board is maintained at the time call is made, will be used in passenger service.

A conductor declining a passenger run in extra service will not be available for any service for a period of 24 hours after time laid off or called to leave. Conductors declining service on branch line passenger and mixed runs will not be considered as subject to call for service until the day on branch lines is completed.

Extra passenger conductors will not be permitted to decline extra passenger service for less than 20 days.

(3) Regular 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 this Article, exclusive of overtime, except that former higher monthly guarantee of Two Hundred and Eight (\$208.00) Dollars paid passenger conductors on main line runs shall be preserved, it being understood that the guarantee as indicated under Section A, of this Article, indicates a higher monthly salary than now exists for other classes of passenger trainmen.

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
Conductors	\$8.64
Baggagemen Operating Dynamo.....	7.04
Baggagemen Handling Express.....	7.04
Baggagemen	6.68
Flagmen and Brakemen.....	6.51

When extra men fill vacancies in regular positions, they take conditions of the regular positions. Service performed by extra men not filling place of regular

men will be paid not less than the daily earning minimum for each day service is performed.

Method of Applying Daily and Monthly Guarantees.

1. (a) Conductor on thirty-day assignment; paid daily minimum, plus eight minutes overtime daily, or a total of four hours, at 83.75 cents equals \$3.35, total of \$204.35. As average daily earning for the days on which service is performed is less than \$7.00 will receive 30x\$7.00 equals \$210.00.

(b) Conductor in example No. 1 (a) lays off five days. He receives 25 days at \$7.00—\$175.00; extra man 5x\$7.00—\$35.00.

(c) Conductor on 30-day assignment, making 140 miles daily, is subject to the monthly guarantee of \$201.00; makes 10 minutes overtime daily, amounting to \$.48; 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 \$7.00 per day, viz. \$210.00. If such additional payments produce compensation in excess of \$210.00, daily earning guarantee not involved.

(d) Flagmen on 30-day assignment paying daily minimum which equals \$141.00; average daily earning guarantee 30x\$5.00 equals \$150.00. Regular man lays off 10 days during month and receives 20x\$4.70—\$94.00; extra man working 10 days in regular man's place earns \$57.00 (including overtime). Regular man receives \$94.00; extra man receives \$57.00; total \$151.00.

As this is more than average of \$5.00 for days of assignment guarantee not involved.

2. (a) Conductor on 26-day assignment; makes no overtime and performs no extra service; therefore, is subject to the monthly guarantee of \$201.00. 1/26 of \$201.00 equals \$7.73 per day. Daily earning guarantee not involved.

(b) Conductor in example 2 (a) lays off one day; daily earning guarantee not involved; therefore, regu-

lar conductor receives 25/26 of \$201.00 — extra man working in his place 1/26 of \$201.00.

(c) Conductor on 26-day assignment makes no overtime; is required to perform extra service on one Sunday for which schedule requires payment of \$6.70 which is applied against monthly guarantee of \$201.00; \$201.00 divided by 27 days equals \$7.44. Daily guarantee not involved.

3. Conductor on 28-day assignment, subject to the monthly guarantee of \$201.00, earns 10 hours overtime at 83.75 cents, which equals \$8.375; total \$209.37. 28 days x \$7.00 equals \$196.00. Daily earning guarantee not involved.

4. Conductor on 28-day assignment which is subject to the monthly guarantee of \$201.00, lays off for one day; receives 27/28 of \$201.00 or \$193.82; the extra man 1/28 or \$7.18. 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 4 hours overtime.

(a) will be paid 2 days at \$6.70 equals \$13.40.

(b) will be paid 200 miles at 4.47 cents, equals \$8.94.

(c) will be paid daily earning guarantee—\$7.00

(d) will be paid daily minimum—\$6.70, plus 4 hours overtime at 83.75 cents, equals \$10.05.

6. On roads now having a monthly guarantee of \$199.00 for conductors; increase this monthly guarantee 30 times the new daily increase of 30 cents or nine dollars (\$9.00) per month, making new monthly guarantee \$208.00. In a 30-day calendar month during which 28 days are made (the new standard daily rate is \$6.70) which for 28 days amounts to \$187.60. 28 days at the new average daily earning guarantee of \$7.00 amounts

to \$196.00; inasmuch as the new monthly guarantee is greater than either of the daily guarantees the new monthly guarantee of \$208.00 will be paid.

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

Monthly guarantee to be applied in same manner as heretofore.

(4) 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 payment to the man or men who may be used on the runs equalling the monthly guarantee.

(5) Reduction in crews or increase in mileage in passenger service from assignments in effect January 1st, 1919, shall not be made for the purpose of offsetting the wage increases as provided for in this Article.

(6) Passenger conductors, baggagemen and brakemen will be assigned to runs operating on more than one seniority district in proportion to the mileage made on such runs on each district, provided that assignments will not be made on any divisions until the mileage due them is equal to one year, at which time representation will be given regardless of the number of runs then being operated.

This paragraph not to be retroactive prior to the date of this agreement.

(7) Conductors, baggagemen and brakemen assigned from Palestine district, will be permitted to lay off at San Antonio not to exceed one round trip, trainmen taking such runs out of San Antonio will be permitted to bring the run back to that point without being relieved.

(8) It is understood that effective December 15, 1911, the rights of passenger and freight brakemen became interchangeable in accordance with their seniority in service and that passenger brakemen in service, regular or extra, on that date, and have been used since and will be continued to be used in passenger service in preference to freight men, both regular and extra service, until this class of brakemen are retired from such service by promotion or otherwise. The rights of brakemen referred to in this paragraph to assignments to passenger runs will be governed by their age in the service, their seniority in freight service to date from December 15, 1911.

INTERPRETATION: It is agreed that on and after November 15th, 1924, the following will govern as an interpretation of the portion of the Interchangeable Rights Agreement reading:

"until this class of brakemen are retired from such service by promotion or otherwise."

First. All original passenger brakemen holding regular passenger brakemen's assignments November 15th, 1924, will be permitted to retain their priority to that class of service so long as they remain therein or have a right to return thereto after being cut off in reduction of force.

Second. Passenger brakemen referred to will lose their priority rights to passenger service when, after being promoted to position of conductor, they accept assignment in that class on an assigned run, chain gang car, or a place on conductor's extra board. The same will apply when they voluntarily give up passenger service to take a position as freight brakemen or voluntarily give up passenger service for any other reason that will call for their passenger assignment to be bulletined.

Third. Passenger brakemen referred to losing their priority rights will not thereafter be assigned to passenger brakemen's vacancies in preference to older brakemen who were in freight service prior to December 15th, 1911.

Fourth. Inasmuch as all the original passenger brakemen hold freight rights as of December 15th, 1911, they will, among themselves alone, be assigned to brakemen's vacancies in freight service in accordance with their age in service.

(9) In filling temporary vacancies in passenger service the brakeman first out on the extra board who has a uniform at time call is made will be used regardless of turn. In the event an extra brakeman with uniform is not available, the first brakeman out on the extra board will be used, and will be relieved by uniformed brakeman if one available, on return to home terminal.

* ARTICLE 3.

Main Line Through and Irregular Freight Train Rates.

Conductors and brakemen in main line mixed, through and irregular freight train service will be paid as follows:

Class	Per Mile (Cents)	Per Day
Conductors	7.76	\$7.76
Brakemen	6.35	6.35

ARTICLE 4.

Seniority Lists.

Division Superintendents will furnish each General and Local Chairman an official seniority list once each year before the first of February.

ARTICLE 5.

Coal Mine Run.

Coal mine run, Taylor to Milano and return daily, except Sunday, conductors and brakemen will receive local or way-freight rates.

Crew to consist of conductor and three brakemen.

Rights and assignments of Trainmen to this run to be governed by the provisions of Article 32.

* ARTICLE 6.

Main Line Local Freight Service—Pay and Rules.

Section A. Certain freight trains will be designated to do local work, the way freight and local work to be performed by these trains.

Section B. The rates of pay shall be as follows:

Class	Per Mile (Cents)	Per Day
Conductors	8.74	\$8.74
Brakemen	7.12	7.12

Section C. On local freight runs over one hundred and fifteen (115) miles one way, three crews will be assigned on salary basis indicated in Section B of this Article, with pay equivalent to one and one-half eight-hour days, or twelve hours, for each day's work; overtime for such runs to be allowed after ten hours at 3/16 the daily rate paid crews working each calendar working day.

Section D. Local crews will not be required to load or unload over five bales of cotton, or over five thousand pounds of freight at any station. If local crew loads less than five bales of cotton, it may be required to load other freight until total amount of freight and cotton loaded equals five thousand pounds.

Section E. Conductors and brakemen on runs having Sunday lay-over away from home terminal will be given transportation to go home. If held under orders they will be paid one day at through freight rates if not used. Local freight crews to consist of conductor and three brakemen; Mineola Branch to be considered main line.

Section F. Crews assigned to local runs will not be required, unless they so desire, to work on Sundays except in case where it is impossible to avoid it. When local crew is used from lay-over point other than estab-

lished through freight terminals, crew will be used intact.

Section G. Traveling switch engines will be regularly assigned within a 20-mile district between established through freight terminals. Men will be paid local freight rates on a continuous service basis with minimum day provisions of the schedule, initial and final terminal switching and final terminal delay rules of the schedule not to apply. Crew will consist of a conductor and two brakemen and may be run into home terminals Saturday and out again Monday on continuous time basis with day's work and without regard to first in, first out rule. No class of local freight to be loaded or unloaded by these crews. The guarantee provisions of Article 7, Section C, will govern except that this service may be assigned 7 days per week.

* ARTICLE 7.

Basic Day and Overtime—Beginning and Ending of Day and Guarantees.

Section A. Basic Day and Overtime: (1) In all road service, except passenger service, one hundred (100) miles or less, eight hours or less, (straightaway or turn-around) shall constitute a day's work. Miles in excess of miles required for a minimum day will be paid for at the mileage rates provided.

(2) On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight hours; on runs of over one hundred miles, overtime will begin when the time on duty exceeds the miles run divided by twelve and one-half. Road overtime shall be paid for on the minute basis, at not less per hour than 3/16 of the daily rate.

(3) Road conductors and 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.

Section B. Beginning and Ending of Day:

(1) In all classes of service, other than passenger, trainmen's time will commence at the time they are required to report for duty, and shall continue until the time they are relieved from duty.

(2) Freight trainmen will not be run through terminals without starting a new day. (This paragraph not to apply to pile driver run 100 miles or less or Section C, of Article 11.) Exclusive work trains may be run through terminals in performance of their work provided the working limits on both sides of the terminal combined does not exceed 50 miles in the aggregate.

Section C. Guarantees:

(1) Regularly assigned mixed, way freight, wreck, work and construction trainmen who are ready for service the entire month and who do not lay off of their own accord, will be guaranteed not less than one hundred (100) miles or eight hours for each calendar work day, exclusive of overtime, (this to include legal holidays).

(2) Crews may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, and such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment. The service performed under this paragraph to be confined to road service in their assigned territory.

* ARTICLE 8.

Switching Enroute.

Through freight crews required to do station switching will be paid local rates of pay.

(a) Switching necessary to set out or pick up enroute will not be considered station switching, except under the following conditions:

(b) Setting out cars moving in through freight trains which are placed or spotted at definite locations

for loading or unloading when such spotting necessitates placing of the car or cars behind other cars found on the same track.

(c) Picking up cars to move in their own trains when required to respot at definite locations for loading or unloading cars handled in order to secure pick-ups, it being the understanding that cars found at the station may be moved in order to secure pick-ups and replaced on track where found, but not spotted or respo-
totted at definite locations for loading or unloading.

(d) Spotting or placing live stock or perishable freight moving in such freight trains will not operate to convert the rate.

(e) Through freight crews will not be required, without conversion of the rate, to switch or move from point to point at a station cars found at that station.

(f) Through freight crews will not be required to load or unload way freight.

ARTICLE 9.

Circus Train Rates.

Section A. Crews assigned to circus trains will be allowed one hundred and fifty miles through freight rates for each move. Overtime after 12 hours at 3/16 the daily rate to be computed from time required to report for duty and to end at time relieved from such service at end of each move, final terminal delay to apply only at division terminals. While assigned to circus trains crews will not be required to perform work which does not pertain to these trains.

This section does not apply where continuous run is made from terminal to terminal, or where circus cars which are ready for movement are added at intermediate points to other than circus trains for the purpose of moving into terminals, and when such trains are not required to perform work incident to service required of assigned circus train movement.

Section B. When crews assigned to circus trains are

held over at any point, they shall be allowed one hundred and fifty miles for each twenty-four hours so held, unless used in other service; if used in other service, they shall be allowed one hundred and fifty miles unless mileage made in such other service exceeds one hundred and fifty miles, in which instance actual mileage will govern.

Section C. Train crews going from terminal to circus train assignment or when released from circus trains between terminals will be allowed 100 miles unless mileage made exceeds 100 miles in which case actual miles will be allowed.

ARTICLE 10.

Doubling Hills.

Section A. Crews doubling hills will be allowed actual miles made in doubling, such miles to be added to other mileage of the trip for the purpose of computing road overtime.

Section B. On runs of less than one hundred miles for which one hundred miles is paid, no allowance for doubling will be made unless mileage made doubling added to total mileage exceeds one hundred miles, when actual mileage will be allowed.

Section C. Crews running for fuel or water will be paid same as doubling.

* ARTICLE 11.

Turn-Around Runs.

Section A. A minimum allowance of 100 miles to be made for making a turn originating at any given point and run to an intermediate point and return to original starting point, based on Paragraph (2), Section A, Article 7, as to overtime.

If a turn-around movement is required interrupting a continuous trip, time consumed making the turn will be deducted from the total time consumed on the continuous trip.

Example 1. Crew called for trip Taylor to San Antonio; interrupted at Wetmore; run to New Braunfels and return to Wetmore. Time consumed making turn, 5 hours; leaving Taylor at 7 a.m., arriving San Antonio 8 p.m. Total time on duty, 13 hours. The 5 hours consumed in making the turn deducted from the time on duty leaves 8 hours. Allowance: 116 miles Taylor to San Antonio; 100 miles Wetmore to New Braunfels and return to Wetmore. No road overtime. No overtime at turning point.

Example 2. Leave San Antonio; run to New Braunfels; return to San Antonio; interrupted at Wetmore; run to Dittlinger and return to Wetmore. Allowance: 100 miles San Antonio to New Braunfels and return to San Antonio. Overtime based on Paragraph (2) Section A, Article 7, after deducting time consumed making Wetmore-Dittlinger turn; 100 miles Dittlinger and return to Wetmore. Overtime, if any made, as provided in Section A, Paragraph (2), Article 7. No overtime at turning point.

Section B. (1) If crews are tied up at turning point on runs of more than 50 miles and less than 80 miles in one direction 100 miles will be allowed each way crew to go on duty at the expiration of legal rest period, either 8 or 10 hours, as the case may be, from the time tied up.

(2) On runs of 80 miles and less than 100 miles in one direction allowance shall be 100 miles for the first leg of the trip. Article 18 to govern payment at turning point, actual miles or hours, whichever is the greater, to govern the return movement. If tied up at turning point allowance will be 100 miles in each direction crew to resume duty at the expiration of legal rest period, either 8 or 10 hours, as the case may be, from the time tied up.

(3) Runs of 100 miles or over in one direction will be considered as completed at turning point, Article 18 to govern at turning point. If necessary to tie up a crew at turning point allowance will be made as above, crew to resume duty at the expiration of legal rest period;

either 8 or 10 hours, as the case may be, from the time tied up.

(4) Movement of 100 miles or over not to be considered as interruption as above provided for.

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

Crews to be notified in writing before leaving terminals on first trip that they are to make short turn-arounds as provided in this section.

(2) a. When a crew is required to make an emergency side or lap-back trip between their terminals within the scope of Supplement 25, miles made will be added to the mileage of the regular trip and paid for on continuous basis.

b. 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 connections with their own train, will be paid continuous time or mileage.

* ARTICLE 12.

Work Train Service.

Section A.

Class	Per Mile (Cents)	Per Day
Conductor	8.25	\$8.25
Brakemen	6.71	6.71

One conductor shall not sign orders for more than one engine, unless said engines are coupled together.

Section B. When a conductor acts as foreman of construction or work train, he shall receive Forty-Seven Dollars and Seventy-One Cents (\$47.71) per month additional.

Section C. Rights and assignments of trainmen to regular work train service to be governed by the provisions of Article 32 of this agreement.

Section D. Through and irregular freight train crews temporarily in work train service for five days or less will be continued in this service until the work is finished. If the work requires more than five days crew will be assigned by bulletin Article 32.

Section E. Trainmen in temporary work train service will be allowed one minimum day for each calendar day so held and not used.

* ARTICLE 13.

Terminal Delay.

Section A. Passenger Service:

In case of delay at terminal prior to departure or after arrival, from any cause, such time will be paid for independent of any other time made on trip, 30 minutes delay to be regarded as one hour, one hour and 30 minutes as two hours, etc.

Terminal delay will be paid for at a rate per hour of 1/8 the daily rate except that the rate for main line passenger conductors shall be \$1.06¼ per hour.

Section B. Freight Service:

(1) In case of delay at final terminal after arrival from any cause such time will be paid for independent of any other time made on trip. Time accruing up to the period when overtime commences will be allowed on the actual minute basis at an hourly rate of 1/8 of the daily rate and time thereafter shall be paid on the actual

minute basis at an hourly rate of 3/16 of the daily rate.

EXAMPLES.

Example No. 1:

Required to report at A.....	7:00 a. m.
Runs A to B—100 miles.....	
Arrives at B.....	1:00 p. m.
Delayed until	1:25 p. m.
Relieved at B.....	1:25 p. m.

COMPENSATION: 100 miles, twenty-five minutes at 1/8 of daily rate.

Example No. 2:

Required to report at A.....	7:00 a. m.
Runs A to B—100 miles.....	
Arrives at B.....	2:30 p. m.
Delayed until	3:15 p. m.
Relieved at B.....	3:15 p. m.

COMPENSATION: 100 miles, thirty minutes at 1/8 of daily rate, fifteen minutes at 3/16 of daily rate.

Example No. 3:

Required to report at A.....	7:00 a. m.
Runs A to B—100 miles.....	
Arrives at B.....	3:00 p. m.
Delayed until	3:25 p. m.
Relieved at B.....	3:25 p. m.

COMPENSATION: 100 miles, twenty-five minutes at 3/16 of daily rate.

Example No. 4:

Required to report at A.....	7:00 a. m.
Runs A to B—100 miles.....	
Arrives at B.....	4:00 p. m.
Delayed until	4:50 p. m.
Relieved at B.....	4:50 p. m.

COMPENSATION: 100 miles, one hour road overtime at 3/16 of daily rate, fifty minutes terminal delay at 3/16 of daily rate.

(2) At final terminal points where crews are re-

quired to do switching, put away train, etc., final terminal delay will be figured in with the switching time provided for in Article 18.

Section C. Delays between yard limit boards shall constitute terminal delay. This Article will not apply to work trains.

* ARTICLE 14.

Calling of Train Crews.

Trainmen will be called within one mile of division or terminal station by caller who will be provided with a book in which the men called will enter their names, together with the time they were called. Freight trainmen will be called as nearly as possible one hour and thirty minutes before time required to report for duty and passenger trainmen one hour, before leaving time.

* ARTICLE 15.

First In—First Out.

Section A. Crews not assigned to regular runs will be run first in, first out, except where restricted by compulsory rest law, Article 42, Article 21 and Paragraph (1) of Section C, Article 11, of this agreement.

Section B. A conductor, baggageman or brakeman losing time through no fault of his own shall be paid for time lost, except where regular man cannot be found and the first available man has to be used to avoid delays to trains.

In event of run-around, they will be paid a minimum of one-half day and stand first out; if not used within eight hours, they will be paid a minimum of one day and stand first out. If intentional run-around occurs, except as provided for in Section D, men run-around will be paid full time made by man or men used.

Section C. Freight crews in pool freight and in unassigned service will not be called for service or paid

for run-around or loss of time unless they have sufficient time to make the trip at the average speed of 15 miles per hour from terminal to terminal from time called to report for duty. On turn-around runs an additional one hour and thirty minutes will be added to the time required to make the round trip, on above basis.

On trains handling five or more loaded tank cars, 12½ miles per hour will govern.

This Section will not apply to work trains, as it is understood that crews will not be called for work train service unless they have their full rest, except in case of wrecking or relief trains.

Section D. Crews in pooled freight and in unassigned service will be required to take full legal rest, either eight (8) or ten (10) hours, as the case may be, at Palestine, San Antonio and Mart after each trip.

ARTICLE 16.

Telephones.

Trainmen will not be required to take orders over telephone except in case of accident or personal injury.

ARTICLE 17.

Runs Between Certain Points and Piloting Engines to and From Trains.

Section A. Runs between Palestine and Longview Junction, Palestine and Mineola, Longview Junction and Mineola, Sellers and Galveston, or vice versa, will be considered and paid for as one hundred miles.

Section B. Brakemen will not be required to cut off, or pilot engines to or from trains at points where hostlers are employed.

* ARTICLE 18.

Switching at Terminal Points.

Section A. Trainmen will not be required to set out,

pick up, make up or put away trains (except to put train into clear), or do station switching, at division terminal points where regular yard crews are maintained; except that crews arriving during the hours no switch engine is on duty may be required, when necessary, to place live stock or perishable for unloading and in such cases they will be paid a minimum of one hour and actual minutes if in excess of one hour.

Section B. At intermediate points where switch engines are maintained tracks must be designated at such places that will be most convenient for passing trains to set out what they have to leave, and Yardmasters must have cars for such trains to pick up switched together first out on one track (unless two or more tracks are required) where they will be most convenient to pick up.

Section C. At intermediate terminal points where there are no yard crews, trainmen will be paid actual minutes for putting away or making up trains.

Section D. On local freight runs which end between regular terminals for through freight trains, and where business does not justify maintaining a switch engine, trainmen will be paid actual minutes for handling cars brought in or taken out in their trains, but if any other switching is performed they will be paid a minimum of one hour and actual minutes if in excess of one hour. They will not be required to load or unload freight, except at terminals where there are no house tracks. All time under this and other sections of this Article will be kept and paid for separate from road time.

At initial terminal, all switching will be paid for at one-eighth the daily rate per hour and road time will commence at the time the switching is completed and train is coupled together (See examples 1, 2 and 3).

At final terminal when switching is completed before the period when road overtime commences such time will be paid for at one-eighth the daily rate per hour (see examples 4 and 5); if crew is on road overtime on arrival at final terminal, switching will be paid for on the actual minute basis at three-sixteenths the daily

rate per hour unless the switching is paid for on minimum hour basis in which case it shall not be less than the equivalent of one hour's pay at one-eighth the daily rate (see examples 6 and 7); if crew is not on road overtime on arrival at final terminal, but the switching extends beyond the period when road overtime commences, time consumed up to the road overtime period will be allowed on the actual minute basis at one-eighth the daily rate per hour and thereafter on the actual minute basis at three-sixteenths the daily rate per hour, but in no case shall the allowance be less than the equivalent of one hour at one-eighth the daily rate where the minimum hour basis applies (see examples 8 and 9).

EXAMPLES.

Example No. 1:

Required to report at A..... 7:00 a.m.
Switches at A until..... 7:20 a.m.
Runs A to B—100 miles.....
Arrives at B..... 3:20 p.m.
COMPENSATION: Under the minimum hour provision, 100 miles, one hour initial switching at 1/8 the daily rate; under the actual minute provision, 100 miles, 20 minutes initial switching at 1/8 the daily rate.

Example No. 2:

Required to report at A..... 7:00 a.m.
Switches at A until..... 8:00 a.m.
Runs A to B—100 miles.....
Arrives at B..... 4:00 p.m.
COMPENSATION: Under the minimum hour provision, 100 miles, one hour initial switching at 1/8 the daily rate; under the actual minute provision, 100 miles, one hour initial switching at 1/8 the daily rate.

Example No. 3:

Required to report at A..... 7:00 a.m.
Switches at A until..... 8:25 a.m.
Runs A to B—100 miles.....
Arrives at B..... 4:25 p.m.

COMPENSATION: Under the minimum hour provision, 100 miles, one hour 25 minutes initial switching at 1/8 the daily rate; under the actual minute provision, 100 miles, one hour 25 minutes initial switching at 1/8 the daily rate.

Example No. 4:

Required to report at A..... 7:00 a.m.
Runs A to B—100 miles.....
Arrives at B..... 1:00 p.m.
Switches at B until..... 1:20 p.m.
COMPENSATION: Under the minimum hour provision, 100 miles, one hour terminal switching at 1/8 the daily rate; under the actual minute provision, 100 miles, 20 minutes terminal switching at 1/8 the daily rate.

Example No. 5:

Required to report at A..... 7:00 a.m.
Runs A to B—100 miles.....
Arrives at B..... 1:00 p.m.
Switches at B until..... 2:30 p.m.
COMPENSATION: Under the minimum hour provision, 100 miles, one hour 30 minutes switching at 1/8 the daily rate; under the actual minute provision, 100 miles, one hour 30 minutes switching at 1/8 the daily rate.

Example No. 6:

Required to report at A..... 7:00 a.m.
Runs A to B—100 miles.....
Arrives at B..... 3:00 p.m.
Switches at B until..... 3:10 p.m.
COMPENSATION: Under the minimum hour provision, 100 miles, one minimum hour switching at 1/8 the daily rate; under the actual minute provision, 100 miles, 10 minutes switching at 3/16 the daily rate.

Example No. 7:

Required to report at A..... 7:00 a. m.
 Runs A to B—100 miles.....
 Arrives at B..... 3:00 p. m.
 Switches at B until..... 3:45 p. m.
 COMPENSATION: Under the minimum
 hour provision, 100 miles, 45 minutes
 switching at $\frac{3}{16}$ the daily rate; under
 the actual minute provision, 100 miles,
 45 minutes switching at $\frac{3}{16}$ the daily
 rate.

Example No. 8:

Required to report at A..... 7:00 a. m.
 Runs A to B—100 miles.....
 Arrives at B..... 2:00 p. m.
 Switches at B until..... 3:20 p. m.
 Relieved at B..... 3:20 p. m.
 COMPENSATION: Under the minimum
 hour provision, 100 miles, one hour final
 terminal switching at $\frac{1}{8}$ the daily rate
 and 20 minutes final terminal switching
 at $\frac{3}{16}$ the daily rate; under the actual
 minute provision, 100 miles, one hour
 final terminal switching at $\frac{1}{8}$ the daily
 rate and 20 minutes final terminal
 switching at $\frac{3}{16}$ the daily rate.

Example No. 9:

Required to report at A..... 7:00 a. m.
 Runs A to B—100 miles.....
 Arrives at B..... 2:40 p. m.
 Switches train away at..... 3:40 p. m.
 COMPENSATION: Under the minimum
 hour provision, 100 miles, 20 minutes
 switching at $\frac{1}{8}$ the daily rate, 40 min-
 utes switching at $\frac{3}{16}$ the daily rate;
 under the actual minute provision, 100
 miles, 20 minutes switching at $\frac{1}{8}$ the
 daily rate and 40 minutes switching at
 $\frac{3}{16}$ the daily rate.

Example No. 10:

Required to report at A..... 7:00 a. m.
 Switches at A until..... 8:30 a. m.
 Runs A to B—100 miles.....
 Arrives at B..... 5:30 p. m.
 Switches at B until..... 6:00 p. m.
 Relieved at B..... 6:00 p. m.
 COMPENSATION: Under the minimum
 hour provision, 100 miles, one hour 30
 minutes initial switching at $\frac{1}{8}$ the
 daily rate, one hour road overtime at
 $\frac{3}{16}$ the daily rate and one hour final
 terminal switching at $\frac{1}{8}$ the daily rate;
 (one hour at $\frac{1}{8}$ the daily rate being
 greater than actual time at $\frac{3}{16}$ the
 daily rate); under the actual minute pro-
 vision, 100 miles, one hour and 30 min-
 utes initial switching at $\frac{1}{8}$ the daily
 rate, one hour road overtime at $\frac{3}{16}$ the
 daily rate and 30 minutes final terminal
 switching at $\frac{3}{16}$ the daily rate.

Example No. 11:

Required to report at A..... 7:00 a. m.
 Switches at A until..... 7:15 a. m.
 Runs A to B—100 miles.....
 Arrives at B..... 3:30 p. m.
 Delayed at B until..... 4:00 p. m.
 Switches train away until..... 4:30 p. m.
 COMPENSATION: Under the minimum
 hour provision, 100 miles, one hour initial
 switching at $\frac{1}{8}$ the daily rate, 15 min-
 utes road overtime at $\frac{3}{16}$ the daily rate,
 one hour final switching at $\frac{3}{16}$ the
 daily rate; under the actual minute pro-
 vision, 100 miles, 15 minutes initial
 terminal switching at $\frac{1}{8}$ the daily rate,
 15 minutes road overtime at $\frac{3}{16}$ the
 daily rate, one hour final switching at
 $\frac{3}{16}$ the daily rate.

Under this section, it is the intention that there shall
 be no duplication of time and it is understood in calcu-
 lating the time engaged in switching the time will be

continuous from the time work is begun until it is completed and train is coupled together.

ARTICLE 19.

Called and Relieved.

When crews are called and through no fault of their own are relieved they will be paid as follows: If held on duty less than four hours and relieved will be paid four hours and stand first out. If held four hours and relieved will be paid one day and stand last out.

* ARTICLE 20.

Crews on Their Own Division.

Section A. Crews assigned to one seniority division will be used on that division only and will not be run on other divisions except in handling special passenger trains or in the movement of live stock or perishable freight in cases of extreme emergency.

Section B. Trainmen laying off of their own accord and their car or run not returning to the terminal within 72 hours, will be permitted to resume service upon such car or run without expense to the Company for deadheading.

Trainmen used in other service than that to which assigned will be permitted, upon release, to deadhead to their car or run when by so doing an unreasonable loss of time will be avoided. These rules not to be construed to permit men to be relieved between terminals.

ARTICLE 21.

Handling of Freight Crews When Used Away From Home Sub-Divisions.

Section A. Freight train crews run off their home sub-division after making one trip will be returned to and run on their home sub-division and will stand first out and be returned to their home terminal after making one turn away from home on their home sub-

division, provided there are other crews at terminal that have not turned.

It being understood that crews which have turned or crew which made first turn will be held for through train.

It being further understood that if it becomes necessary to use crew on turn after being held for through train account of no available crew, there will be no claim for run-around.

Section B. When Sellers and Galveston crews are run to Palestine, they will always stand first out for Sellers. When north end crews are run to Galveston, they will stand first out for Sellers, and when north end crews have to be run south of Sellers, they will be given preference in ordering crews for turns whether first out or not in that direction.

ARTICLE 22.

Held Away From Home Terminal and Reduction of Through and Irregular Freight Crews.

Section A. (1) Trainmen in pool freight and unassigned service held at other than home terminals 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 rates per hour 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 eight hours, or until the end of the 24-hour period, and similarly for each 24-hour period thereafter. Should a trainman be called for duty after pay begins, time will be computed continuously provided that, if overtime accrues on the trip, that portion of the overtime due to starting pay at the expiration of the 16-hour period instead of the time actually required to report for duty shall be paid at the pro rata rate, in order that time and one-half for overtime will not be so applied as to increase the rates paid for time growing out of the held away from home terminal rule. For the purpose of applying this rule the railroad will designate a home terminal for each crew

in pool freight and in unassigned service. The following home terminals are designated for the application of this rule:

PALESTINE: For crews working out of Palestine.

SELLERS: For crews working between Sellers and Galveston.

MART: For crews working out of Mart.

SAN ANTONIO: For crews working out of San Antonio.

Taylor will be considered home terminal for crews working on Taylor sub-division for payment under this Section ONLY.

(2) Switching arbitraries at terminals in line with Article 18 of this Agreement will not be affected by the application of Section A (1) of this Article.

Section B. Through and irregular freight crews will be reduced so that those remaining in service can make 3500 miles per crew per month. This not to operate as a guarantee.

* ARTICLE 23.

Deadheading.

Section A. In ordering crews for deadheading, the first crew out will deadhead, the second crew will run the train. On arrival at terminal the crew deadheaded will take their turn out ahead of the crew with which they deadheaded. Crews picked up enroute and deadheaded in the direction they were making when picked up, will stand in reverse order picked up, after arrival at terminal; crews picked up enroute and returned to the terminal from which they started, will stand in order picked up, after arrival at terminal.

Section B. Trainmen deadheading under orders will be allowed full pay at the rate applicable to the service deadheaded to or from.

Section C. In ordering extra men to deadhead to distant points from where extra boards are kept, first man out on the board at time man is needed will be sent, and if, later, older men desire the work, they will deadhead there and back at their own expense, the intention is that the Company will only be required to pay one man each way for this class of service.

Section D. When trainmen deadhead to tie up point of a regular run or work train for service on such run or work train, deadheading ends upon arrival and service time begins when required to report for duty on the regular run or work train. Pay actual miles or hours, whichever is the greater, for deadheading, with a minimum of a day, if not used within eight hours from time of beginning the deadhead trip.

Section E. When trainmen deadhead from tie up point of a regular run or work train, after release from such run or work train, service ends at time of release and they will be paid actual miles or hours, whichever is the greater, for the deadhead trip, with a minimum of one day if deadheading is not completed within eight hours from the time released from service.

Section F. When trainmen deadhead to an intermediate point for service, deadheading ends upon arrival and service time begins. Pay actual miles or hours, whichever is the greater, for deadheading. Pay for service distinct from deadhead trip.

Section G. When trainmen deadhead after completing service at an intermediate point, the service will be paid for as continuous until deadheading begins, and actual miles or hours, whichever is the greater, will be allowed for the deadhead trip.

Section H. Trainmen deadheading from one through freight terminal to another through freight terminal will be paid actual miles or hours, whichever is the greater, with a minimum of one day. Through deadhead trips from Palestine to Houston, or vice versa, without a break at Sellers or other point, will pay actual miles or hours, whichever is the greater.

Section I. Deadheading due to the voluntary exercise of seniority will not be paid for.

Section J. When cabooses are deadheaded, crews will go with their cabooses, but will be permitted, upon their request, to deadhead on a passenger train, if conditions will permit.

NOTE: When, under the minimum day and actual miles or hours provisions of this rule, freight rates govern payment for deadheading, overtime will accrue on trips of 100 miles or less after the expiration of eight hours, computed from the time called to begin deadheading; on trips of over 100 miles overtime will accrue when the time deadheading, computed from the time called to begin the deadhead trip, exceeds the miles deadheaded divided by twelve and one-half. When passenger rates govern, overtime will accrue on trips of 150 miles or less after the expiration of seven and one-half hours from the time called to begin deadheading; on trips of over 150 miles when the time deadheading exceeds the miles divided by twenty.

ARTICLE 24.

Bulletin Boards.

Bulletin Boards will be placed at San Antonio, Palestine and Mart for the assignment of crews and irregular men, in order that they may know how they stand for duty.

Home Terminals: Mart, San Antonio, Palestine and Sellers.

ARTICLE 25.

Conductors Laid Off.

Freight cabooses and their crews shall not be laid over for the reason that their conductors are off for any cause. Through freight crews running passenger trains in emergency cases will have their cabooses deadheaded to them in first freight train. Such crews, on arrival of their cabooses, will then be first out, pro-

vided there are no other crews that arrived at terminal ahead of them.

* ARTICLE 26.

Rights of Conductors and Brakemen to Begin With Date of Application.

Rights of conductors and brakemen will begin with date of application and they will have choice of runs in their class to which their seniority and merit entitle them, except where restricted by other Articles of this agreement. The brakemen longest in service to have preference of assignment to positions on crew. Conductors will have the right to assign or object to brakemen for just cause, and such objections shall be specified in writing, and when sustained by facts, they will be furnished other men.

Brakemen displacing in chain gang may displace youngest man on rear end or head end, according to his choice of end of train he desires to work upon.

ARTICLE 27.

Rights of Extra Conductors and Brakemen.

Section A. Extra boards will be maintained at Palestine, Mart and San Antonio, and extra conductors and brakemen at these points will be run first in, first out. Present practice as to extra brakemen at Taylor, Sellers and Navasota to be continued.

Extra conductors and brakemen laying off or declining service will not be available for any service for a period of 24 hours after time laid off or called to leave.

Section B. A specified number of conductors will be assigned to the extra conductors' board, and such conductors when so assigned will not be placed on any cabooses as brakemen. When an extra conductor is assigned to a caboose—other than a 20-day vacancy bid in by him in line with Section D, of Article 32, of this agreement—and makes a trip and returns, he will lose

the caboose and be placed at the foot of the extra board. In other words, the extra conductors will be used in their turn.

Section C. If an extra conductor is required and no assigned extra conductor in service is available, the oldest emergency conductor available at time call is made will be used, and on his return he will be relieved by the assigned extra conductor in turn, or if none available, he will be relieved by an older emergency conductor if any available at the time call is made.

Section D. Conductors requesting relief at home terminals where extra boards are not maintained, will specify the number of days desired to be relieved, and in the event the days are in excess of three, extra men obtained from points where extra boards are maintained will be deadheaded to point of relief, and in the event emergency extra men are not available at time relief is desired, extra men hereinbefore mentioned will be deadheaded to point of relief with the least possible delay.

Section E. Extra boards will not be reduced except on request of Local or General Chairman, or both, and when necessary to reduce the force, reductions will be made in reverse order of seniority. When forces are increased, trainmen will be returned to service in the order of their seniority. Trainmen desiring to avail themselves of this understanding must file their name and address with the Superintendent, and failure to report for duty within 30 days from date of notification by the Superintendent will be considered out of service. Notification is to be made by registered letter.

ARTICLE 28.

Piloting Service.

Section A. Conductors will have the right to all piloting service, and will receive through freight conductors' pay for the same. In cases of emergency, where conductors are not available, it is understood that other

competent employes may be used. An employe cannot claim promotion on account of piloting or emergency running.

Section B. Each foreign line train piloted will be considered a separate trip.

ARTICLE 29.

Rights to Yard Service.

Trainmen cannot claim rights to yard service; neither is it compulsory to do yard work, except pilot's position at Fort Worth will be given to conductors, the assignment to be made by bulletin, in line with Section A of Article 32 of this agreement. Salary \$216.60 per month.

ARTICLE 30.

Promotion.

Section A. All trainmen will be regarded as in line for promotion, dependent upon the faithful discharge of their duties, term of service with railroad and capacity for responsibility. Seniority of conductors will commence with the date they are promoted. Conductors will not be hired if there are brakemen available with three (3) years experience who can pass the qualifying examinations. Brakemen will not be promoted to position of conductor until they have two (2) years experience as brakemen in freight service. Conductors appointed under this rule to take seniority as conductors from the date of their appointment; their seniority as brakemen will begin at the date of their employment.

Section B. Should a trainman decline promotion to which he is entitled, he shall not be entitled to it again until all others in the same line at that time have been given an opportunity for such promotion.

*** ARTICLE 31.**

Coaling Engines and Filling Water Cars.

Trainmen will not be required to coal engines or fill water cars except water cars for section men or work outfits when other men are not available.

*** ARTICLE 32.**

Bulletin Assignments.

Section A. (1) Trainmen will be assigned by 5-day bulletin to regular main line passenger service, regular local freight service, regular coal mine service, regular main line mixed train service, regular branch line service, through freight service between Sellers and Galveston, pilot's position Fort Worth, and to work train service as indicated below.

(2) Senior men in service to be given preference, but senior trainmen declining the service indicated will forfeit their rights to such service until they again become vacant, unless through no fault of their own the senior trainmen are thereafter deprived of runs held or bid in by them in the exercise of their seniority rights, in which instance they will be assigned to runs of their choice held by younger men.

(3) When a trainman vacates a run of his own accord, or is deprived of a run through no fault of his own, he will be marked up as laying off waiting assignment until such time as he chooses a run to which his seniority entitles him.

(4) When an emergency conductor is relieved as brakeman away from home terminal, he will report for duty immediately on arrival at home terminal if he so desires, in order to protect extra conductor service.

(5) Work trains assigned for a period of six days or longer will be bulletined. When work trains assigned for a period of 30 days or less they shall be considered as temporary work trains. Any trainman accepting such temporary service will not be permitted to displace other trainmen who are on other bulletin runs. Work

trains assigned for over 30 days will be considered as regular work trains.

(6) It is understood that when service is temporarily interrupted by flood water conditions affecting the operation of trains, and bulletined runs are thereby temporarily discontinued, trainmen holding such runs will be re-assigned when the service is restored. Trainmen whose bulletined runs have been discontinued account of conditions above mentioned will be used in other service, if so required, except bulletin runs on their seniority district. If such runs are discontinued for 30 days or more they will be considered vacant and again bulletined.

Section B. Regular assigned conductors, baggage-men and brakemen's positions vacant for a period of 20 days or more will be bulletined in line with Section A, of this Article, the oldest trainman in the class specified bidding will be assigned until the regular man reports. When the regular man reports, the man who is displaced will return to his former position, such vacancies when in through freight service, the oldest conductor or brakeman on extra board will be assigned.

Section C. Trainmen not having access to bulletin runs on account of sickness, leave of absence, or other good and sufficient cause, will, upon returning to service have the right in accordance with their seniority to runs bulletined during such time.

Section D. When an extra conductor or brakeman is entitled to a regular car in through freight service he will be assigned immediately, and will not be permitted to do further extra work except as provided in Section B, of this Article.

Section E. When a lay-over is changed as much as five hours per day or compensation is changed as much as ten dollars (\$10.00) per month, or terminals changed, they will be re-bulletined, in such cases regular men on these runs will be permitted to occupy them until bulletin expires.

ARTICLE 33.

Testing Air, Closing Car Doors and Coupling Hose.

At all terminals where trains are made up and carmen are employed, trainmen will not be required to close car doors, couple or uncouple air hose, steam, signal or backup hose nor will they be held responsible for care of backup hose or required to test air brakes. Trainmen will confer with carmen to ascertain if air brakes are in good working order before leaving terminal.

ARTICLE 34.

Full Crews.

Conductors will not be required to take out regular or irregular trains without full crews; and none but qualified conductors will be permitted to run such trains.

* ARTICLE 35.

Station Switching and Checking Way-Bills.

Section A. Train crews will not be required to do any switching at stations except that shown on switch lists furnished by Agent immediately upon arrival at station, such switch lists to designate where cars are to be found and left. If loads or empties are to be moved, contents, destination and tonnage will be shown on switch lists. Conductors will furnish Agents with switch lists of cars set out at that station and will return to Agents the lists furnished by him after marking off cars picked up.

Section B. At terminals, trains will be booked in conductor's train book in train order. Wheel report will also be made and furnished conductor with way bills. At intermediate points where yard clerks are maintained, they will assist conductors in checking way bills. Conductors will check train at first opportunity. Conductors will furnish list of train in train order at final terminals.

ARTICLE 36.

Held for Time.

When an employe is discharged or leaves the service of this railroad, he will not be held for his time or service letter to exceed 48 hours; should such employe be held beyond the expiration of 48 hours, he will be paid for all time, including time held, at rate of 100 miles per day, as well as expenses.

ARTICLE 37.

Making Up Trains.

Trains leaving terminals having loads or empties to distribute will have them for each set-out placed together in train. It is understood that set-outs will not be placed in rear of train.

ARTICLE 38.

Seal Records.

Conductors will not be required to keep seal records other than when seals are broken while under their charge. Conductors on locals will keep records of seals applied to cars at non-agency stations.

ARTICLE 39.

Supplying Cabooses.

Section A. Brakemen will not be required to equip cabooses. This rule will not relieve trainmen from furnishing requisitions for supplies or for failure to see that cabooses are properly equipped with flagging equipment. Cabooses when available will be cleaned once a week by car cleaners and will be supplied with water.

Section B. Regular freight engines will be equipped with seat for head brakeman's use.

Section C. Between March 15th and November 15th, train crews will be furnished 30 pounds of ice each trip.

Ice will be placed on caboose at points where caboose supplyman is maintained. The Laredo sub-division to be furnished ice the entire year.

ARTICLE 40.

Efficiency Tests.

Efficiency tests will not be conducted under conditions that are hazardous to the employees.

* ARTICLE 41.

Branch Line Rates.

Section A. Exclusive passenger train runs, Madisonville, Columbia, and Mineola Branches; will be paid as provided for in Sections A, B and C of Article 2 with a minimum salary as specified in Section A, and daily guarantee provided for in Section D (3), Article 2, of this agreement.

Section B. Mixed local train service, Madisonville and Columbia Branches rates shall be:

Class	Per Mile (Cents)	Per Day
Conductors	8.74	\$8.74
Brakemen	7.12	7.12

Brakemen to run daily except Sunday.

Section C. Local freight service, Madisonville and Columbia Branches; crews to consist of conductor and two brakemen and paid main line local rates.

Section D. Georgetown, Huntsville and Henderson Branches:

Class	Per Mile (Cents)	Per Day
Conductors	8.74	\$8.74
Brakemen	7.12	7.12

100 miles or less, eight hours or less, to constitute a day's work. Miles in excess of miles required for a minimum day will be paid for at the mileage rate provided. Time will begin at time required to report for

duty and end at time relieved from duty on last regular trip. Overtime shall be paid for on the minute basis at three-sixteenths of the daily rate.

Crew to consist of conductor and two brakemen.

Section E. Miscellaneous:

(1) No extra allowance for turning engines under this Article.

(2) If branch crews are used for main line service, main line rates shall be paid for class of service in which used.

(3) Crews not to be called except where callers are maintained.

(4) Trainmen to continue to handle baggage and express as at present.

ARTICLE 42.

Trainmen Tied Up.

Section A. Under the law 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 the expiration of 14 hours on duty on that trip.

Section B. If road crews are tied up in a less number of hours than provided in the preceding section, they shall not be regarded as having been tied up under the law, and their services will be paid for in accordance with this Agreement.

Section C. 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 D. A continuous trip will cover movement

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

Section E. Road crews tied up under the law will be paid time or mileage from initial point to tie up point. When such crews resume duty on a continuous trip they will be paid from the tie up point to the next tie up point, or to the terminal on the following basis:

For fifty miles or less or four hours or less—one-half day; for more than fifty miles, or more than four hours—actual miles or hours, whichever is the greater, with a minimum of one day. It is understood that this article does not permit crews to be run through terminals unless permitted under other articles of this agreement.

Section F. Road crews tied up for rest under the law, and then towed or deadheaded into terminal, with or without engine or caboose, will be paid therefor as provided in Section E of this Article, the same as if they had run the train to such terminal.

Section G. Trainmen will not be relieved from duty between terminals except when delayed by wrecks, washouts or other obstructions of track. When so relieved they will be paid continuous time, less the hours held at the tie up point, plus one hundred miles for freight train men and one hundred and fifty miles for passenger trainmen for each 24 hours or fraction thereof of the time so held.

Section H. Trainmen will be given 10 hours undisturbed rest at terminals after being on duty 14 hours, if requested. When crews ask to be relieved from duty between terminals for rest under this Article they will give Dispatcher's Office at least one hour's notice and will be given eight hours rest, and time actually off duty will be deducted and trip paid for as continuous run. It is understood that when any member of train or engine crew asks for rest, the entire crew may be tied up.

Section I. Trainmen will not be tied up at points where eating and sleeping accommodations cannot be obtained.

ARTICLE 43.

Held Subject to Orders.

When trainmen are held subject to orders they shall be paid for all time lost according to the class of service for which held or engaged.

ARTICLE 44.

Double-Heading Freight Trains.

The practice of double-heading will not be put into effect other than in emergency cases, and then not for the purpose of hauling increased tonnage over the rating of the single engine. Pusher and helper engines at stated points not to be considered double-headers, working engines to and from shops not to be considered double-headers for the purpose of increasing tonnage of trains.

ARTICLE 45.

Brassing Cars.

Trainmen will not be required to brass cars at points where carmen are employed and on duty nor will they be required to brass cars picked up and set out at such points (other than live stock and perishable) when carmen are not on duty. Cars in passing trains requiring brasses (other than live stock and perishable) at such points will be set out when carmen are not on duty. Crews will not be required to brass cars set out by other crews on account of hot boxes.

ARTICLE 46.

Paying for Supplies.

Employees will not be required to pay for supplies used in the discharge of their duties except switch keys, and the charge for these shall be \$1.00 each, to be col-

lected at the termination of service if the employe fails to return the articles drawn.

Passenger trainmen will be furnished badges and uniform buttons by the railroad.

* ARTICLE 47.

Physical Examination.

Section A. The proper performance of their duties will be considered satisfactory test of physical ability of all employes now in service.

Section B. In the qualification of trainmen for employment, age, except minority, will not be taken into consideration if applicant is physically able and otherwise competent to fill the position.

Section C. Trainmen who enter the service, when examined for bodily defects, will be examined in a manner to avoid needless embarrassment to person examined.

Section D. Applicants for train service will be notified within sixty (60) days of the acceptance or rejection of their applications. If not notified within sixty (60) days they will be considered as accepted.

In the employment of trainmen, the Company will employ none but reliable and experienced men when available.

ARTICLE 48.

Leave of Absence.

Section A. Employes will be granted leave of absence for not more than ninety days, except in case of sickness or injury to themselves or families, or for other reasons when agreed to by the officers of the Railroad and the organization representing them in their class, or when accepting official positions with this railroad or the organization parties to this agreement. Official positions with the railroad to be of the General Yardmaster class or higher.

Section B. Employes absenting themselves for more than ninety days, except as herein provided, will lose all rights.

ARTICLE 49.

Removal of Employes to Other Terminals.

When the railroad finds it necessary to remove an employe to another division or section, said employe will be furnished with free transportation for himself, family and household goods, as far as the law will permit.

ARTICLE 50.

Attending Court or Investigation.

Section A. Trainmen when required by the Company to serve as witness at court will be paid actual time lost and in addition \$4.00 as expenses for each calendar day or fraction thereof. When required by the Company to serve as witnesses at court at their home terminal they will be paid actual expenses for meals and car fare, such expenses to be itemized and turned in by them as their expense account.

When used on lay-over day or before or after completing a days' work they will receive one day at regular rate employed. When traveling at night on account of attending court, sleeping car transportation will be allowed provided receipts are turned in to cover.

Section B. Extra men on extra board when used at court will be paid through freight rate for each day and expenses as above and stand last out on board.

Section C. Trainmen required to attend investigation will be paid for all time lost. Should they lose no time will be paid one day if attendance requires over two hours at the rate employed. If attendance requires two hours or less no payment to be made.

Trainmen required to testify at investigations while on duty will not be paid for same.

Witnesses at investigations not requested by the Company will not be paid.

When required to attend investigations away from home terminals payment will be made as for attending court.

Section D. It is understood that deadheading will not accrue under the sections of this article.

Section E. Time and expenses earned under this article will be paid on the first pay-day in the month following the month in which said service is rendered.

Superintendents will apply this rule in a broad manner with a view of preventing any undue hardships on employes and in every case where they have not had proper opportunity for rest will upon request be given eight hours undisturbed rest before being required to go in service.

ARTICLE 51.

Employes on Committee Business.

Employes on Committee Business, when such business has reference to grievances concerning this railroad and its employes, will be granted the necessary leave of absence, and will be furnished transportation over this railroad's lines.

ARTICLE 52.

Time Reports.

Section A. Trainmen will be notified and given reasons when time is not allowed as claimed.

Section B. When trainmen have claim for time that is not allowed by reason of misunderstanding as to application or error develops in compilation, when corrected, he will be given a D. C. check for the omitted time.

* ARTICLE 53.

Investigation and Discipline.

Section A. No conductor, baggageman, or brakeman will be discharged or suspended, or unfavorable entires made against his record, without just and sufficient cause. In case an employe be taken out of service for alleged cause he will be given a hearing, and shall be permitted to have an O.R.C. or B. of R. T. Committeeman present at examination of all witnesses testifying, and a decision shall be rendered in writing in his case within five days from the time he was taken out of service. Committeeman shall have the right to question all witnesses.

Section B. When an employe is brought to trial for any offense, the charge shall be specific, and he and his Committeeman of O.R.C. or B. of R. T., shall have the right to produce witnesses to testify in his defense at such investigation, and to examine all papers and to question all persons giving evidence in his case. The Committee will be furnished copy of investigation and findings on request.

Section C. Any employe who feels that he has been unjustly dealt with, shall have the right to appeal to his superior officer within ten days, either in person or through the O. R. C. or B. of R. T. Committees, together with the local or General Chairman, or both. If found not guilty, he shall be reinstated and paid for all time lost, or his record relieved of unfavorable entires, as the case may be.

Section D. Trainmen will be allowed to have a representative present, if he so desires, when called upon to give verbal statements to officials. Where responsibility of matters being investigated is undetermined, the employes upon whom the responsibility seems to rest will be allowed to remain during the entire investigation.

ARTICLE 54.

Rulings.

Any rulings made by the proper General Officer of the railroad with reference to any of the articles enumerated herein, will be made in writing, and the General Chairman O. R. C. and B. of R. T. furnished a copy, and said rulings shall not be made effective until agreed to between the parties herein mentioned.

ARTICLE 55.

Jurisdiction.

The right to make and interpret contracts, rules, rates and working agreements for conductors, regular or extra, while acting as such, shall be vested in the regularly constituted committees of the Order of Railway Conductors.

The right to make and interpret contracts, rules, rates and working agreements for brakemen, train baggage-men and flagmen, shall be vested in the regularly constituted committees of the Brotherhood of Railroad Trainmen.

* ARTICLE 56.

Duration of Agreement.

(a) This agreement shall be in effect from November 1st, 1924, until December 31st, 1925, and thereafter until thirty (30) days notice shall have been given by either party to change or terminate the same or any part thereof.

(b) All previous rates of pay, rules, working conditions and interpretations thereof conflicting with this agreement shall be void.

(c) The terms and provisions of the foregoing agreement are accepted and agreed to by the undersigned.

For International-Great Northern Railroad Company:

T. A. HAMILTON,
President.

For Order of Railway

Conductors:

J. M. LARISEY,
Vice-President.

E. B. THOMPSON,
General Chairman.

A. K. McKEITHAN,
Committeeman.

E. P. LEWIS,
Committeeman.

C. M. McINTOSH,
Committeeman.

For Brotherhood of
Railroad Trainmen:

S. R. HARVEY,
Vice-President.

J. H. LYONS,
General Chairman.

W. C. LYNCH,
Committeeman.

R. C. DARINGTON,
Committeeman.

J. J. CAIN,
Committeeman.

R. O. PERKINS,
Committeeman.

