

UNION PACIFIC RAILROAD COMPANY

EASTERN DISTRICT



SCHEDULE OF RULES

GOVERNING WAGES AND WORKING CONDITIONS

OF

LOCOMOTIVE ENGINEERS

REPRESENTED BY

BROTHERHOOD OF

LOCOMOTIVE ENGINEERS

EFFECTIVE APRIL 1, 1943

Superseding Schedule of May 1, 1931

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Rule 1. Rates of Pay (effective December 1, 1941).

(a) STEAM SERVICE—ENGINEERS

Class	Type	Cylinder Sizes	Weight on Drivers	Rates Per 100 Miles (Except Yard Service)		
From	To			Thru Freight	Local Freight	Pass.

Less than 80,000 lbs. on drivers.

\$8.48	\$9.00	\$7.76
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80,000 to 100,000 lbs. on drivers.

8.57	9.09	7.76
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100,000 to 140,000 lbs. on drivers.

105, 113, 117 1242—1243	Cons. Simp..... 10 W. Simp.....	20 x 24 19 x 24	139,540 113,680	8.66	9.18	7.85
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140,000 to 170,000 lbs. on drivers.

400—401	Cons. Simp.....	21 x 30	163,200	8.91	9.43	7.93
402—419	Cons. Simp.....	21 x 30	162,300			
420—477	Cons. Simp.....	21 x 30	163,200	9.28	9.75	8.25
2800—2849	Pacific Simp.....	22 x 28	148,500			
2850—2859	Pacific Simp.....	22 x 28	149,475	9.63	10.15	
2860—2911	Pacific Simp.....	25 x 28	167,000(1)			
4405—4420	Switch Simp.....	19 x 26	154,680		13.2	
4421—4450	Switch Simp.....	21 x 26	156,000			
4451—4480	Switch Simp.....	21 x 26	159,000			
4600—4609	Switch Simp.....	21 x 28	165,000		11.43	

(1) Without Stoker.

170,000 to 200,000 lbs. on drivers.

155—158	Cons. Simp.....	22 x 30	183,800	9.08	9.60	8.02
201—358	Cons. Simp.....	22 x 30	191,100			
478—498	Cons. Simp.....	21 x 30	171,500	9.40	9.92	8.34
2860—2911	Pacific Simp.....	25 x 28	184,000(2)			
2869	Pacific Simp.....	25 x 28	186,000	9.80		8.74
2906	Pacific Simp.....	25 x 28	192,700			
4500	Switch Simp.....	21 x 30	197,000	11.32		8.82

(2) 184,000 lbs. with Duplex Stoker, and 181,100 lbs. with BK Stoker.

200,000 to 250,000 lbs. on drivers.

1900—1949	MacArthurSimp.	23½ x 30	206,200	9.25	9.77	8.10
2200—2279	MacArthurSimp.	26 x 28	215,600(3)			
2280—2294	MacArthurSimp.	26 x 28	213,600(4)	9.67	10.09	8.47
2295—2304	MacArthurSimp.	26 x 28	228,000			
2311—2320	MacArthurSimp.	26 x 28	213,600	9.97		8.89
2480—2499	MacArthurSimp.	26 x 30	221,500			

(3) 214,050 lbs. without stoker.

(4) 212,000 lbs. without stoker.

1005
148
1153

Class		Type	Cylinder Sizes	Weight on Drivers	Rates Per 100 Miles (Except Yard Service)		
From	To				Thru Freight	Local Freight	Pass.
					250,000 to 300,000 lbs. on drivers.		
800—819	4-8-4.....	24½ x 32	270,000	468	1220	\$8.19	
820—834	4-8-4.....	25 x 32	270,000	972	1024		
5015—5039	2-10-2.....	29½ x 30	286,460	1012			
7000—7039	Mountain.....	29 x 28	256,420	1020			
7002	Mountain.....	29 x 28	260,940	1020		899	
Rates of Pay 7000 Class effective May 1, 1942.							
					300,000 to 350,000 lbs. on drivers.		
5040—5048	2-10-2.....	29½ x 30	307,700	1183	1235	8.27	
5049—5089	2-10-2.....	29½ x 30	311,000(5)	957	1032	8.54	
(5) 311,000 lbs. with Worthington 4-S Feed Water Heater and 308,750 lbs. with Worthington 4-BL, or Coffin Feed Water Heater.					1012 1027/1035		
					350,000 lbs. and over on drivers (Freight Service).		
9000—9014	4-12-2.....	27 x 31-32	367,500	9.76	10.28		
9015—9029	4-12-2.....	27 x 31-32	368,500	1008	1060	914	
9055—9062	4-12-2.....	27 x 31-32	368,500	1048			
9030—9054	4-12-2.....	27 x 31-32	370,000	1056			
9078—9087	4-12-2.....	27 x 31-32	372,000				
3900—3914	Chal. Simp. Art.	22 x 22 x 32	403,500	10.78	11.30	9.16	
3915—3933	Chal. Simp. Art.	22 x 22 x 32	407,610	1150		988	
3950—3969	4-6-6-4.....	21 x 21 x 32	403,700	1128	11.80	9.66	
4000—4019	4-8-8-4.....	23½ x 23½ x 32	540,000	1200		1038	
Rates of Pay 3900 Class effective May 1, 1942.							
Rates of Pay 4000 Class effective September 1, 1941.							
					350,000 to 400,000 lbs. on drivers (Passenger Service).		
					\$8.36		
					400,000 to 450,000 lbs. on drivers (Passenger Service).		
					8.44		
					450,000 to 500,000 lbs. on drivers (Passenger Service).		
					8.53		
					500,000 lbs. and over on drivers (Passenger Service).		
					8.61		
					Mallets, regardless of weight (Passenger Service).		
					8.91		
					Mallets less than 275,000 lbs. on drivers (Freight Service).		
					10.30 10.82		
					Mallets 275,000 lbs. and over (Freight Service).		
3500—3564	Simp. Art. Cons.	23 x 23 x 30	474,980	10.53	11.05		
3600—3663	Mallet Comp....	26 x 41 x 32	472,000				

899
1443
1043

(b) DIESEL-ELECTRIC
Passenger Service—Engineers (Motormen)

Number	Units	Weight on Drivers	Rates Per 100 Miles
M-10002.....	A and B.....	370,060 lbs.	\$8.36
CD-05.....	A and B.....	429,040 lbs.	8.44
CD-05.....	A, B, and C.....	644,040 lbs.	8.61
CD-06.....	A and B.....	429,180 lbs.	8.44
CD-06.....	A, B, and C.....	644,480 lbs.	8.61
CD-07.....	A and B.....	426,040 lbs.	8.44
CD-07.....	A, B, and C.....	638,140 lbs.	8.61
5-M-1-A.....	A.....	207,896 lbs.	8.10
5-M-1-A and 5-M-2-B.....	A and B.....	413,493 lbs.	8.44
7-M-1-A.....	A.....	211,340 lbs.	8.10
7-M-2-A.....	A.....	211,523 lbs.	8.10
7-M-1-A and 7-M-2-A.....	A and A.....	422,863 lbs.	8.44
8-M-1-A.....	A.....	211,932 lbs.	8.10
8-M-2-A.....	A.....	212,011 lbs.	8.10
8-M-1-A and 8-M-2-A.....	A and A.....	423,943 lbs.	8.44
9-M-1-A.....	A.....	212,195 lbs.	8.10
9-M-2-A.....	A.....	212,129 lbs.	8.10
9-M-1-A and 9-M-2-A.....	A and A.....	424,324 lbs.	8.44
LA-1.....	A.....	201,200 lbs.	8.10
LA-1 and LA-2.....	A and B.....	396,888 lbs.	8.36
LA-1-2-3.....	A, B, and B.....	592,504 lbs.	8.61
SF-1.....	A.....	202,580 lbs.	8.10
SF-1-2.....	A and B.....	399,352 lbs.	8.36
SF-1-2-3.....	A, B, and B.....	595,792 lbs.	8.61
LA-4.....	A.....	212,826 lbs.	8.10
LA-4-5.....	A and B.....	424,520 lbs.	8.44
LA-4-5-6.....	A, B, and B.....	636,345 lbs.	8.61
SF-4.....	A.....	212,708 lbs.	8.10
SF-4-5.....	A and B.....	424,627 lbs.	8.44
SF-4-5-6.....	A, B, and B.....	636,058 lbs.	8.61

Switching Service—Engineers (Motormen)

Number	Units	Weight on Drivers	Rates Per 100 Miles
D. S. 1000-1026.....	248,721 lbs.	\$8.70

(c) **ELECTRIC SERVICE**

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

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

(3) **Rights.** Electric Locomotives. Whenever electric service is installed or substituted for steam, locomotive engineers shall have preference for the positions of engineers or motormen, on electric locomotive or multiple-unit trains.

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

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

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

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

PASSENGER SERVICE

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

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

Rule 3. Short Turn-Around Service. Engineers on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of 8 hours (computed on each run from the time required to report for duty to the end of that run) within 10 consecutive hours; and also for all time in excess of 10 consecutive hours computed continuously from the time first required to report to the final release at the end of the last run. Time shall be counted as continuous service in all cases where the interval of release from duty at any point does not exceed one hour. This rule applies regardless of mileage made. For calculating overtime under this rule the management may designate the initial trip. Overtime in short turn-around passenger service will be paid for at the hourly rate of one-eighth the daily rate on the minute basis.

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

Rule 4. Guarantee. (a) In all passenger service, the earnings from mileage, overtime or other rules appli-

cable, for each day service is performed, shall be not less than \$8.66 for engineers.

(b) In applying the \$8.66 minimum for engineers in passenger service, it is intended that on assignments where the men run so as to make only the equivalent of a single trip in one direction each day, they shall be paid the guaranteed minimum for each single trip.

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

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

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

Rule 6. Division of Preparatory Time. In passenger service, the 30 minutes when allotted as preparatory time will ordinarily be divided into two periods; 15 minutes to be used by engine crew in inspecting and preparing engine for trip, and 15 minutes in getting engine to train or leaving point.

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

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

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

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

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

(d) **Terminal Work.** Engine crews on passenger runs will not be required to pick up or set out cars at terminals where yard crews are on duty and available to do so without delay to train.

Engine crews in passenger service required to set out or pick up cars at terminals where yard crews are assigned, will be compensated on actual minute basis at road rate for such service, including initial or final terminal delay time accruing, with minimum allowance of one hour.

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

Rule 8. Passenger Service Defined. Passenger trains are those composed of passenger equipment, including silk, horses, and other high-class freight in cars equipped for passenger service.

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

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

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

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

(b) Except as provided in Section (e) of this rule, if the run originates at the far terminal, the first freight crew out will be used, regardless of engine furnished, with the above provisions as to qualifications of engineer.

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

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

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

Seniority or extra passenger crews used in extra passenger service or to doublehead passenger train out of far terminal will be called in order of their arrival for first extra passenger train or double headed passenger train run after their arrival, provided they have sufficient time to make the trip.

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

Rule 13. Passenger Engineer Laying Off. (a) When a passenger engineer lays off, the senior available freight engineer will take the run and hold it for 10 days, subject to return of regularly assigned engineer.

(b) When a passenger engineer has been off his assignment 10 days, the senior freight engineer making written application for the vacancy will be placed on the assignment.

(c) Engineers placing themselves on temporary vacancies as provided for in Section (b) of this rule are subject to displacement by a senior freight engineer who, as result of being absent from the terminal, could not make written application for the vacancy at the end of the 10 day period, provided he makes written application for the vacancy the first time he is at the terminal of the assignment.

(d) If no written applications are made for temporary vacancy, it will be filled on each trip by the senior freight engineer available at calling time.

(e) The foregoing will not apply if and when an extra board is established for passenger service.

(f) Road engineers holding temporary yard positions will not be given preference for extra passenger service.

FREIGHT SERVICE

Rule 14. Service Paid Through Freight Rates.

Through and irregular freight, pusher, helper, mine run or roustabout, belt line or transfer, work, wreck, construction, snow plow, circus trains, trains established for the exclusive purpose of handling milk, and all other unclassified service shall be paid through freight rates as shown in Rule 1.

Rule 15. Basic Day. (a) In all road service other than passenger, 100 miles or less, eight hours or less (straight-away or turn-around), shall constitute a day's work; miles in excess of 100 will be paid for at the mileage rates provided, according to class of engine or other power used.

(b) On district Junction City to Salina turn-around service may be operated as doubles with Salina as the starting point or terminal, on continuous time basis when departure at turning point is commenced within 8 hours after going on duty, 120 miles allowed. This provision also applies when one leg of the trip is freight service and the other leg passenger service.

(c) Except as provided in Section (o), Rule 96, O. & R. V. engine crews making trip, Valley to Council Bluffs and return to Valley, or from Valley to Council Bluffs to Beatrice will be allowed a minimum of 100 miles, Valley to Council Bluffs and return to Valley, company tie-up rule will apply at Council Bluffs. O. & R. V. engine crews may be used for one or more helps between Valley and intermediate points and paid on continuous time basis for such helps and a subsequent trip, Valley to Beatrice, except when called to make additional helps or

trip Valley to Beatrice, after having run 100 miles in helper service or after expiration of 8 hours, computed from time of beginning new day in helper service.

Rule 16. Overtime. (a) On runs of 100 miles or less, in all road service other than passenger, overtime will begin at the expiration of eight hours; on runs of over 100 miles overtime will begin when the time on duty exceeds the miles run divided by $12\frac{1}{2}$. Overtime will be paid for on the minute basis at $\frac{3}{16}$ of the daily rate per hour, according to class of engine or other power used.

(b) District Junction City to Salina when 100 miles is allowed overtime after 8 hours; when in continuous turn-around service overtime will be allowed on the basis of miles allowed.

Rule 17. Calling Time. At district terminals engineers in all except passenger service will be called as nearly as practicable one and one-half hours before required to report for duty.

Rule 18. Division of Preparatory Time. In road service other than passenger, 20 minutes will be allowed after reporting for duty to inspect and prepare engine before leaving spot track at roundhouse.

Rule 19. Terminal Switching. (a) **Initial Terminal Switching Where Yard Crews Are Not Assigned.** Engineers required to do switching, load or unload stock, etc., within designated points of separation between yard and road, on outbound freight trains, will be paid therefor at pro rata rate on the minute basis and time on road computed from the time required to report for duty less the time allowed for switching. In calculating the time engaged in switching under this rule, it is understood that the time will be continuous from the time the work is begun until it is completed and the train is coupled together. When overtime accrues, computed from time of reporting for duty, the allowance for switching or the overtime, whichever the greater, will be paid.

(b) Where the classification of a through freight is changed to a local freight account doing local work at one

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

(c) Road engine crews will not be required to perform switching at terminals where yard crews are on duty. The following will not be considered switching within the meaning of this section (c):

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

Setting out B. O. cars found in train after engine is coupled to train. Road crews required to set out B. O. cars at initial terminal where yard crews are on duty will be allowed one hour arbitrary at the through freight rate.

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

Cutting train for road crossings.

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

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

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

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

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

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

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

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

(d) Initial Terminal Switching at Terminals Where Yard Crews are Employed But Not on Duty.

Road engine crews may be required to perform necessary switching in connection with making up their own train, which includes the assembling of all cars to be moved forward in their train and, in addition, may be required to spot important loads that are in the terminal which require spotting before yard crew comes on duty.

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

(e) Final Terminal Switching Where Yard Crews Are Employed But Not on Duty.

Road engine crews may be required to spot rush cars from their own train, deliver rush cars to connecting lines and, in addition, may be required to spot important loads that are in the terminal which require spotting before yard engine comes on duty.

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

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

1. Place caboose on caboose track or on their train;
2. Double merchandise to track No. 3 at Ellis;
3. Inbound road crews may make one set out and out-bound crews may make one pick up at Sterling.

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

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

(h) Road Engine Crews Performing Switching Enroute Where Yard Crews Are Employed But Not On Duty.

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

The provisions of this Section, (h-2) also apply to road engine crews enroute setting out cars on more than two

tracks and/or picking up cars from more than two tracks at Rock Springs.

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

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

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

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

minimum allowance of schedule mileage, Council Bluffs to C. G. W. crossing Summit, or west switch storage track Gilmore. Road mileage will begin at C. G. W. crossing Summit, or west switch storage track Gilmore.

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

Rule 20. Final Terminal Delay or Switching.

(a) For freight service, final terminal time shall be computed from the time the engine reaches designated arrival point and paid for the full delay at the end of the trip on the minute basis at $\frac{1}{8}$ daily rate per hour when no overtime accrues to point of release.

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

(c) If not on road overtime when engine reaches the designated point but overtime period commences before final release, final time up to the period when overtime commences will be allowed at $\frac{1}{8}$ daily rate per hour and time thereafter at the overtime rate.

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

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

Rule 21. Designated Points at Terminals. Designated points at terminals separating road mileage from terminal time on inbound freight trains and defining terminal limits within which initial work will be compensated for separately from road time as per Rules 19 and 20.

East Point	Terminals	West Point
.....	Co. Bluffs—Omaha...	Summit C. G. W. Crossing.
East switch on westbound	Grand Island	Tower C. B. & Q. Crossing.
main track.....	(Main Line)	
.....	Grand Island.....	Switch at north end of wye.
.....	(Ord Branch)	
.....	Grand Island.....	Kansas Division—C. B. & Q.
		Crossing.

East Point	Terminals	West Point
C. B. & Q. Crossing.....	Central City.....	Central Avenue.....
.....	Kearney.....	North wye switch.
.....	(Main Line)	.....
Switch at east end of depot...	Kearney.....	.....
Switch, Mo. Pacific Transfer.	(Branch)	.....
Kansas Div.—First switch	Valley.....	.....
south of Court Street.....	Lincoln.....	.....
First switch west of Oak St...	Beatrice.....	Nebraska Div.—East No. 5
Switch west of C. B. & Q.	.....	track switch.
Tower.....	Valparaiso.....	First switch west of depot.
.....	Columbus.....	.....
.....	(Main Line)	First switch west of depot,
.....	Columbus.....	north side.
.....	(Branch)	Second switch south of Nor-
.....	Norfolk.....	folk Avenue.
.....	St. Paul.....	West wye switch.
C. B. & Q. Crossing.....	Hastings.....	West lead switch.
Switches where auxiliary	North Platte.....	Extreme west switch.
freight lines leave main line	.....	.....
tracks.....	Gering.....	West passing track switch.
East leg wye switch.....	So. Torrington.....	Switch, west leg of wye.
East passing track switch....	Yoder.....	West passing track switch.
First crossover east of coal	Julesburg.....	Home interlocking signal.
chute.....	(Main Line)	.....
C. B. & Q. Crossing.....	Sidney.....	West switch to west yard.
East switch to east yard.....	Cheyenne.....	Switch at Tower "A".
Crossover, east end of yard...	Laramie.....	Laramie River Bridge.
.....	Laramie.....	West lead switch at icing
.....	.....	plant for trains heading in
Crossover switch, east end of	Rawlins.....	to ice cars.
yard at double arm signal..	.....	West main line switch at west
First main line switch west of	Rock Springs.....	end of yard.
coal chute.	.....	.....
East switch leading to north	Green River.....	Green River Bridge.
yard.	.....	.....
East switch to westbound pas-	Evanston.....	West switch at west end of
sing track.	.....	yard.
33rd Street.....	Ogden.....	.....
East switch, Riverdale for	Ogden.....	.....
trains entering new yard.	.....	.....
.....	Park City.....	Derail switch.
.....	Kansas City.....	C. R. I. & P. Junction.
Union Pacific connection....	Leavenworth.....	.....
Passenger station L. & L.	Lawrence.....	Switch leading to round-
Branch.	.....	house.
Switch west of R. I. Crossing.	Topeka.....	West passing track switch.
East passing track switch....	Marysville.....	Junction stop board.
East switch leading to east	Junction City.....	Switch, west end long new
yard.	(Main Line)	passing track.
.....	Junction City.....	Switch, west leg of wye.
.....	(Branch)	.....
Passing track switch.....	Concordia.....	.....
East switch, east end of yard	Salina.....	West switch, west passing
.....	(Main Line)	track.
.....	Salina.....	North wye switch.
.....	(Plainville Br.)	.....
.....	Salina.....	Missouri Pacific Crossing.
.....	(McPherson Br.)	.....
East passing track switch....	Plainville.....	West passing track switch.
East lead switch.....	Ellis.....	West lead switch.

East Point	Terminals	West Point
North wye switch.....	Oakley.....	
.....	St. Joseph.....	Stop board, east end Missouri River Bridge.
.....	Manhattan.....	Blue Valley Spur.
.....	(Branch)	
East lead switch.....	Sharon Springs.....	Team track, west switch.
East lead switch.....	Hugo.....	West switch.
Pullman Station.....	Denver.....	
East switch, south passing track.	Sterling.....	West switch, south passing track.

Rule 22. Zone Rule. Engineers in pool or irregular freight service may be called to make short trips and turn-arounds with the understanding that one or more turn-around trips may be started out of the same terminal and paid actual miles with a minimum of 100 miles for a day; provided, (1) that the mileage of all the trips does not exceed 100 miles, (2) that the distance run from the terminal to the turning point does not exceed 25 miles, and (3) that engineers shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty 8 consecutive hours, except as a new day subject to the first-in first-out rule.

LOCAL FREIGHT SERVICE

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

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

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

(c) Engineers on local freight trains will be paid local freight rates of pay. Where any member of crew receives local rate for local work performed enroute over district on which engineer performs service, engineer will also be paid local rate.

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

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

(f) Engineers assigned to beet train service on the Colorado Division and North Platte Branch and cut off, who are ready for service the entire month, and who do not lay off of their own accord, will be guaranteed not less than 100 miles for the calendar days in the month, except when they are released with permission to go home on Sunday, guarantee will not apply to such day; engineers working fractional parts of a month to be paid on same basis. It is understood that excess miles made on one day will not be used to offset payment on a day not used, and that Rule 83 shall govern date to which service will be credited.

(g) On the Saratoga and Encampment Valley Railroad during the operation of tri-weekly service, engineers will be allowed a minimum of 2600 miles per month, at rate of pay for class of engine used, schedule rules to govern; the minimum allowance to cover overtime and extra service until 2600 miles have been earned. Compensation allowed for deadheading to and from the assignment will not be applied against monthly guarantee of 2600 miles.

(h) Engineers regularly assigned to local or mixed runs of over 100 miles, who on any date cover only a portion of their run, will be compensated on basis of actual service

performance with minimum payment of not less than the equivalent of the mileage of their regular run.

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

1. Actual mileage of side or lap back trips in addition to minimum day for service on assignment.
2. If total actual miles run is less than 100 miles, overtime will begin at the expiration of 8 hours; if over 100 miles are run, overtime will be computed on basis of miles divided by $12\frac{1}{2}$.
3. When overtime accrues, allowance will be made on overtime basis or as provided in paragraph (1) above, whichever the greater.

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

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

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

Rule 24. Combination Switch and Road Service. (a) Engineers assigned to combination switch and road service may be called to make one or more turn-around trips out of the same terminal within a zone extending 50 miles in any direction and paid actual miles with a minimum of 100 miles or 8 hours, provided that crew will not be required to make a succeeding trip out of

their terminal after they have run 100 miles or been on duty 8 hours, except as a new day. Engineers will begin a new day when required to make trip out of their terminal if on duty 8 hours before their train is coupled together and air test made.

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

(c) On runs of 100 miles or less, overtime will begin after the expiration of 8 hours; on runs of over 100 miles, overtime will begin when the time on duty exceeds the miles run divided by $12\frac{1}{2}$; overtime shall be paid on the minute basis at a rate per hour of $\frac{3}{16}$ ths of the daily rate.

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

Example No. 1 — Engineer on duty LaSalle 1 P.M.
Switches until 2 P.M.
Makes trip LaSalle to Pierce and return,
2 P.M. to 4 P.M., distance of 41
miles.
Switches at LaSalle 4 P.M. to 6 P.M.
Makes trip LaSalle to Brighton and
return, distance of 54 miles, 6 P.M.
to 8:30 P.M., released 9 P.M.

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

Example No. 2 — Engineer on duty LaSalle 1 P.M.
Switches 1:20 P.M. to 2 P.M.

Makes trip LaSalle to Peckham and return, 7 miles, 2 P.M. to 3 P.M.
Switches at LaSalle 3 P.M. to 6 P.M.
Makes trip LaSalle to Gowanda and return, 32 miles, 6 P.M. to 8 P.M.
Switches at LaSalle 8 P.M. to 8:30 P.M.
Makes trip LaSalle to Barnesville and return, 40 miles, 8:30 P.M. to 11:15 P.M.

Released 11:30 P.M.

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

Example No. 3 — Engineer on duty LaSalle 1 P.M.

Switches until 2 P.M.

Makes trip LaSalle to Pierce and return, 41 miles, 2 P.M. to 4 P.M.

Switches until 6 P.M.

Makes trip LaSalle to Brighton and return, 54 miles, 6 P.M. to 9 P.M.

Makes trip LaSalle to Hardin and return, 31 miles, involving 30 minutes initial and 30 minutes final time.

Released 1 A.M.

Compensation — 1 P.M. to 9 P.M. (on duty 8 hours), allowed 95 miles plus 3 hours terminal time.

Allowance 9 P.M. to 1 A.M., 100 miles, account engineer required to make succeeding trip out of his terminal after he had been on duty 8 hours.

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

(f) Engineers regularly assigned to combination switch and road service will be paid local freight rates, and

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

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

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

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

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

WORK TRAIN SERVICE

Rule 25. (a) Work train in service 5 consecutive days will be considered an assigned work train on which the hours of service must be fixed. Assigned work trains shall be manned by road engineers, except in closed yards. In open yards, assigned work train will be manned by senior road or yard engineer making application.

(b) Engineers on assigned work trains will be allowed full time (including Sundays).

(c) In work train service, 20 minutes will be allowed for meals between the fourth and sixth hours; such time to be considered a part of the 8 consecutive hours constituting a day's work.

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

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

(f) Engineers flanging side tracks with flangers will be allowed actual side track mileage flanged, added to actual mileage of trip.

SNOW PLOW SERVICE

Rule 26. (a) In snow plow service, engineers will receive the through freight rate per class of engine used, with a minimum of \$9.08.

(b) Engineers operating rotary snow excavators will be paid \$9.08 per day. Engineers assigned to rotary snow excavators, and held at any point, will be allowed one day for each 24 hours so held.

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

HELPER SERVICE

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

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

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

(d) Extra engineer relieving a regular man shall be paid not less than his proportion of the monthly guarantee for the number of days worked or held, except that in the

operation of rules regulating mileage, the guarantee shall not apply to the relieving man or men.

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

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

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

(h) Road engineers will not be required to do helping service except in emergencies, in which case they will be paid in accordance with Rule 76.

CIRCUS TRAINS

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

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

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

(d) Circus trains tied up between terminals for one or

more days account washouts or other obstructions, 100 miles for each 24 hours will be allowed.

FREIGHT SERVICE—MISCELLANEOUS

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

Rule 30. Ogden-Wahsatch Double. On Ogden-Wahsatch double, engineers will be allowed 150 miles, overtime on basis of miles allowed.

Rule 31. Failure of Stokers. When stokers fail on stoker fired engines in freight service between terminals, tonnage of train will be reduced to not to exceed sixty-five or seventy per cent of the normal rating of the engine, that is, rating of engine at that particular season of the year, taking in consideration weather conditions. When it is necessary to move stoker fired engines from one terminal to another with stoker not in operation, engine will be run light or double-headed on train of normal tonnage.

YARD SERVICE

Rule 32. Rates of Pay Per Day (effective December 1, 1941).

Engines less than 140,000 lbs. on drivers.....	\$8.36
Engines 140,000 to 200,000 lbs. on drivers.....	8.53
Engines 200,000 to 300,000 lbs. on drivers.....	8.70
Engines 300,000 lbs. and over on drivers.....	8.87
Mallets under 275,000 lbs. on drivers.....	9.51
Mallets 275,000 lbs. and over on drivers.....	9.76

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

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

Rule 35. Dinkey Engines. Engineers operating dinkey engines in and about shops will be paid yard rates and be governed by yard rules. Men occupying these positions on October 1, 1919, will not be subject to displacement under seniority rules. Thereafter vacancies and new positions will be filled from the ranks of engineers.

Rule 36. Belt Line or Transfer Service. Through freight rates will apply when yard engineers make following transfers:

Kansas City Terminal:

Milwaukee at Coberg,
Santa Fe at Argentine,
Frisco at Rosedale,
M. K. & T. at Rosedale,
Mo. Pacific at East Bottoms,
C. B. & Q. at Murray,
Wabash at North Kansas City,
K. C. S. at Kenoche.

Note:—Wabash Transfers-Kansas City. Handling of interchange traffic between the Union Pacific Railroad Company and the Wabash Railway Company at Kansas City, Missouri, and Kansas City, Kansas, is subject to the provisions of the agreement between the Union Pacific Railroad Company, the Wabash Railway Company, and the Brotherhood of Railroad Trainmen, the Brotherhood of Locomotive Engineers, and the Brotherhood of Locomotive Firemen and Enginemen, dated at Kansas City, Missouri, August 14, 1939.

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

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

Rule 39. Overtime. Except where exercising seniority rights from one assignment to another, all time worked in excess of 8 hours continuous service in a

24-hour period shall be paid for as overtime on the minute basis at 3/16 of the daily rate per hour, according to class of engine.

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

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

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

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

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

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

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

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

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

Rule 42. Required to Cover Portion of Another Shift and Reporting in Advance of Regular Shift. Regularly assigned engineers after being released from

duty, required to cover any portion of another shift, or required to report in advance of regular reporting time, will be allowed not less than 8 hours at time and one-half for service performed in addition to pay for regular shift, except as provided in Rule 39.

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

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

Rule 45. Meal Period. (a) Yard engineers will be allowed 20 minutes for lunch between $4\frac{1}{2}$ and 6 hours after starting work, without deduction in pay.

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

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

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

Rule 47. Combination Road and Yard Service.

Where regularly assigned to perform service within switching limits, yardmen shall not be used in road service when road crews are available, except in case of emergency. When yard crews are used in road service under conditions just referred to, they shall be paid miles or hours whichever the greater, with a minimum of one hour for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service. The term "road service" as used in this rule will mean any service for which road rates are paid.

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

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

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

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

Rule 52. Topeka and Hanna Full Time. Yard engineers at Topeka and Hanna will be allowed full time or pay for every day in the month, and will be subject to working every day.

Rule 53. Rights. (a) After a yard engineer has

been off for four days, other assigned yard engineers may take the run, if they so desire, in preference to extra men.

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

(c) Rights of yard engineers to preference of yard service will be governed by seniority in the service of the company as yard engineers.

(d) Permanent yard engineers shall have preference of all switching service, and will be given opportunity to change assignments on the first day of January, April, July and October of each year.

(e) Engineers accepting assignments as permanent yard engineer under the provisions of Section (f) of this rule will thereby forfeit road seniority rights as engineer.

(f) When a vacancy occurs in the fixed number of permanent yard positions at Omaha, Grand Island, Columbus, Kearney, Beatrice, Valley, Kansas City, Topeka, Junction City, Salina, Ellis, Marysville, Hastings, and Leavenworth, such vacancies and all other positions will be considered as open positions and will not be filled with permanent engineers, except with consent of Superintendent upon request of the local or general chairman. This rule not to affect engineers now holding yard rights only.

MOTOR CAR SERVICE

Rule 54. Rates of Pay. The minimum rates prescribed in Rule 1, Steam Service, will apply to motor cars powered by gasoline, steam, electricity, or other motive power, operated under train rules.

Rule 55. Guaranteed Monthly Wage. (a) Assigned motormen available for service the entire month will be paid not less than \$223.17, except when assignment is annulled. When, for any reason, assigned motor car service is temporarily displaced by steam service or temporarily

discontinued, the motorman may be used in any other service and paid at rates and under rules governing service in which used, but not less than the above minimum. This section does not apply to motormen who hold rights in steam service.

(b) Motor car assignments, held by motormen who have no rights in steam service, which are temporarily supplanted by steam service by reason of motor car not being available, will not be annulled until motor car service has been discontinued for a period of two weeks (fourteen calendar days), unless it is known at the time that motor car service will be discontinued for more than two weeks, in which event the assignment may be annulled immediately. If motor car service which has been temporarily supplanted by steam service is restored prior to expiration of two weeks, motormen affected will resume former assignments and those who earn less than the monthly guarantee as a result of the assignment having been annulled, will be allowed the difference between amount earned and amount entitled to under the provisions of Section (a) of this rule.

(c) A motor car assignment will not be regarded as having been broken because of temporary displacement by steam service.

Rule 56. Qualifying. (a) Where motor car service is, or may be established, a number of engineers, sufficient in the judgment of the superintendent or master mechanic to man such service, will be permitted to qualify in seniority order.

(b) Schooling for the purpose of qualifying may consist of both shop and road experience of not to exceed 30 days. Engineers will be allowed \$7.76 per day of 8 hours or less without overtime, while under instruction or deadheading, regardless of mileage made. Engineers who do not elect to qualify in the order of their seniority will not be entitled to pay for subsequent qualification unless they qualify under bulletin.

(c) In the event that the number of applicants for qualification is not sufficient to meet the requirements of

the bulletin, the junior engineer (or engineers) of the district will be required to qualify. An engineer who does not elect to qualify for motor car service in the order of his steam seniority may later qualify as motorman, and exercise his seniority on any run held by a junior motorman in accordance with the provisions of Rules 58, 107 and 108.

Rule 57. Repair Work. Motormen will not be required to do repair work at points where shop forces are available, but will be required to make light repairs at outlying points, so as to keep the motor car in condition for successful trip. When repair work is required of the motorman he will be allowed compensation therefor, in addition to other pay, at the overtime rate, on the minute basis.

Rule 58. Bulletining Positions. (a) When new runs are established or vacancies other than temporary occur in motor car service, they will be bulletined for 4 days, except as provided in Section (b) of this rule. The senior qualified motorman making written application will be assigned at close of bulletin. When no written applications are received, the junior unassigned motorman of the district not holding assignment as engineer in passenger service will be assigned.

(b) When an old established run is supplanted by motor car service and engineer assigned to such run qualifies for motor car service, he will be entitled to remain on the run. An engineer of an old established run who is on leave of absence at the time it is supplanted by motor car service may take the run, unless it is filled by a senior engineer who bid in the run under Rule 104 prior to it being supplanted by motor car service, provided he qualifies on his own time immediately upon his return to service.

Rule 59. Seniority. (a) Motormen now operating motor cars will rank with engineers-motormen in accordance with length of service with the company as motorman.

(b) The seniority date of a motorman shall be the

date of his first service as a motorman after having passed qualifying examination for road service, except that engineers who qualify for and establish a date in motor car service after November 1, 1933, will hold seniority in such service as of their seniority date in steam service, but will be junior to all motormen and engineers-motormen who have established a date as motorman prior to November 1, 1933.

Incidental service within yard limits will not constitute the establishment of a seniority date as motorman.

(c) The senior available unassigned motorman not holding assignment as engineer in passenger service, will be required to fill any temporary vacancy in motor car service.

(d) Motormen in motor car service will be confined to same district of rights as governs in steam service.

(e) An engineer qualifying as engineer-motorman will retain his rights in steam service, with the understanding that having accepted motor car service he will remain in such service until relieved by qualified motorman or engineer-motorman.

GENERAL RULES

Rule 60. First In, First Out. (a) Engineers on assigned runs will stay with their runs regardless of engine furnished. Engineers in chain gang service will run first in, first out, and, to preserve this order, it will be permissible to run an engineer out on other than the train for which called, if practicable.

(b) On arrival at district terminals, crew reaching "arrival point" first will be considered as having arrived first in, unless arrival at point of final release is one hour or more later than following crew.

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

(d) When calling road engineers to deadhead, call

engineer first out to deadhead, next engineer to man the train; at final terminal they will be called in same order.

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

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

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

Rule 61. Run-Around. Engineers standing first out and not called in turn will be allowed 100 miles and stand last out. Engineers are not run-around when they leave the terminal on the train for which called, or as provided in Section (a), Rule 60.

Rule 62. (a) Calling Crews. The governing factor in making calls will be the time engineer is required to report for duty.

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

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

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

(e) **Called and Not Used.** When called and not used, engineers will be allowed 50 miles and stand first

out; if held on duty to exceed 4 hours, 100 miles allowed and stand last out. When senior available freight engineer is called for extra passenger service out of home terminal and not used, and his regular turn departs before he is released, he will be allowed 100 miles.

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

Rule 63. Combination Terminal Time and Road Service. On trips of less than 100 miles, allowed initial and final terminal time will be added to the miles or time and not less than 100 miles allowed for the combined service.

This rule not applicable to service operated from terminal to terminal on the following districts:

Cheyenne-Laramie.

Evanston-Ogden.

Junction City-Salina.

Rule 64. More Than One Class of Service Same Trip. Road engineers performing more than one class of road service in a day or trip will be paid for the entire service at the highest rate applicable to any class of service performed with a minimum of 100 miles for the combined service. The overtime basis for the rate paid will apply for the entire trip.

Rule 65. Constructive Mileage Allowances.

(a) Engineers will be allowed 1.3 miles per mile run for movements between Borie and Laramie or any part thereof in Wyoming-Colorado Division service; except that the total allowance for any such service must not be less than a minimum day.

(b) For service between Denver and Laramie from terminal to terminal 15 constructive miles will be allowed for movement over Sherman Hill.

(c) For service between Evanston and Ogden from

terminal to terminal 100 miles will be allowed; overtime on basis of mileage allowance.

(d) Engineers required to turn engines on wye at Evanston will be allowed arbitrary of one hour or $12\frac{1}{2}$ miles.

Rule 66. Doubling, Lap Back and Side Trips.

When engineers are required to make lap back trips, side trips on diverging lines between their terminals, or required to double hills, miles run will be added to the mileage of the regular trip and paid for on continuous time basis. Running for coal or water or the helping of other trains when necessary to cut off engine will be considered same as a double.

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

Rule 67. Running Light—Pilots—Messengers.

(a) When run light over district, engines will be accompanied by pilot, who will be a conductor, or brakeman who has passed the examination for conductor.

(b) On engines running light, engineers will be paid the engine rate applicable to class of service responsible for the light movement. Going to shops, class of service from which taken governs; coming from shops or transferred, the class of service to which engine is to be assigned governs.

(c) Engineers used to "messenger" dead engines, will be paid the same rate and come under the same rule that would govern the running of engine in charge.

Rule 68. Watching Engines. (a) When engines are tied up where there is no roundhouse or engine watchman, firemen will be required to watch engines except when tied up for rest under the law.

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

Rule 69. Deadheading. (a) Engineers deadheading on company business, on passenger trains, will be paid for actual miles at 7.76 cents per mile and for deadheading on other trains, at 8.48 cents per mile, provided that a minimum day at the above rates will be paid for the deadhead trip if no other service is performed within 24 hours from time called to deadhead. Minimum of 100 miles will be allowed for deadheading between Hastings and Grand Island.

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

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

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

(3) Deadhead movement of less than 50 miles will be coupled with service movement of less than 50 miles where the time elapsing between the two movements is less than 8 hours and 30 minutes, and treated and paid for as though the entire service had been a service movement.

(d) Held-away-from-home-terminal-time can be combined with Sections (c)-(1) and (c)-(3), but not with Sections (a) and (c)-(2) of this rule.

Rule 70. Held-Away-From-Home-Terminal. (a) Engineers 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 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. Should an engineer 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 at the time actually required to report for duty shall be paid at the pro rata rate, in order that time and one-half time 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.

(b) Home Terminals Designated:

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

Rule 71. Permitted to Go Home on Layover Day. Engineers on assigned runs, with layover day at

other than home terminal, will, upon request, be permitted to go home when practicable.

Rule 72. Rest. (a) Engineers will not be required to go out when they need rest, and will decide for themselves.

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

TIE-UPS

Rule 73. (a) Road Crews Tied Up Between Terminals. Engineers in road service will be considered on duty and under trip pay until tied up as hereinafter provided, and are so notified and for what reason.

(b) **Federal Tie-Up.** (1) Under the laws limiting the hours on duty, crews in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time; and not then, until after the expiration of 14 hours on duty under the federal law, or within 2 hours of the time limit provided by state laws, if state laws govern.

(2) If road crews are tied up in a less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law, and their services will be paid for under existing schedules.

(3) When road crews are tied up between terminals under the law, they shall again be considered on duty and under pay immediately upon the expiration of the minimum legal period off duty applicable to the crew; provided the longest period of rest required by any member of the crew, either 8 or 10 hours, to be the period of rest for the entire crew.

(4) A continuous trip will cover a movement straight-away or turn-around from initial point to destination train is making when ordered to tie up. If any change is made in

the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

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

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

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

(7) If any service is required of an engine crew, or if held responsible for the engine during the tie-up under the law, they will be paid for all such service.

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

(c) **Company Tie-Up.** (1) Engineers in freight service, tied up by the company between district terminals, will be under road pay from time first required to report for duty to time tied up, less the initial time allowed, and time will again begin in 24 hours from time first required to report for duty on the first trip and at the same hour

on each succeeding day tied up; not less than a minimum day will be paid for to terminal or next tie-up point.

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

(3) For the purpose of computing time allowances the federal tie-up rule will not apply to engineers tied up in less than 14 hours after leaving a terminal; neither the federal nor the company tie-up rules apply to engineers tied up under Rule 73(d).

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

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

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

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

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

Example No. 2 — Engineer goes under pay at A (tie-up point) at 6:00 A.M.; goes on duty at A, 7:00 A.M.; switches at A, 3 hours; runs A to B to C (district

terminal), 75 miles; arrives at C at 3:00 P.M.; relieved at C at 3:25 P.M.

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

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

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

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

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

This section does not apply to work, wreck, construction, supply, snow plow, helper service or circus trains, or to crews tied up between terminals because of washouts, wrecks, storms, blizzards, etc.

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

(e) **Tied-Up When Permitted to Deadhead.** When an engineer is tied up at a point where eating and sleeping

accommodations are not available, he will be furnished with transportation and permitted to deadhead without pay on first available train to a point where such accommodations can be had and be permitted to have required rest before returning to service.

Rule 74. When Not Held for Rest. (a) When engineers have a sufficient number of hours to work before being tied up under the law to run over the district on which the trip is to be made at a speed of 15 miles per hour, except 6 hours on the return portion of the double on the Fifth district (Cheyenne-Laramie) they will not be held for rest.

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

Rule 75. Attending Court. Engineers attending court or other business (other than attending investigations) on behalf of the company will be paid as follows, together with necessary expenses:

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

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

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

which assigned for the days on which he could not hold a regular assignment.

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

Rule 76. Automatic Release. On arrival at terminals, engineers are automatically released; and when used again a new day will commence, except as provided in Rules 3 and 22.

Rule 77. Back Ups—Inclement Weather. In inclement weather, engineers will not be required to back-up, except in cases of doubling, break-in-two, wrecks, washouts, broken-down engine on passenger train, snow blockades, running for coal or water, or when in work or construction service.

Rule 78. Engines Disabled Enroute. When an engine in passenger or assigned freight service becomes disabled enroute and another engine is substituted, the engineer will remain with the train to which originally assigned. In pool or chain-gang freight service, engineer will remain with the engine that became disabled while in his charge.

Rule 79. Assistance for Firemen. (a) On coal-burning engines, either passenger or freight, coal will be shoveled forward at specified points whenever necessary, or by men riding on engines for that purpose, so that it can be reached by firemen from deck of engines.

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

Rule 80. Switchtenders — Herders. (a) Switches at Armstrong will be handled by switchtenders.

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

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

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

Rule 81. Supplies. (a) Engineers will not be required to clean locomotives.

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

(c) Water coolers are to be placed on engines.

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

Rule 82. Disallowed Time Notice. When time is not allowed, engineers will be promptly notified and given reason.

Rule 83. Service Date. For the purpose of computing pay, any service takes date of commencement.

Rule 84. Fractions of Miles. In computing fractions of a mile, less than five-tenths will not be counted; five-tenths or more will be counted as one mile.

Rule 85. Pay Voucher Issued. Where there is a shortage exceeding \$5.00, a voucher will be issued to cover, upon request.

Rule 86. Expenses When Off District. When engineers are used off of the district on which they hold rights, actual expenses incurred will be allowed in addition to other pay.

Rule 87. Engine Inspectors. Engine inspectors will be maintained at district terminals, but this will not relieve engineers from responsibility.

Rule 88. Pay for Time Lost—Monthly Basis. Assigned engineers on monthly basis will be paid for time lost, not to exceed 5 days, if held at terminals on account of wash-outs, wrecks, storms, or blizzards.

Rule 89. Leave of Absence. (a) Engineers will not be granted leave of absence for a longer period than 90 days, except in case of sickness, disability, committee work, or by permission of the general manager. Record of leave of absence will be kept at district foreman's office, open to inspection.

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

Rule 90. Service Letter. Engineers who have been in the service 30 days or more and who leave the service will, upon request, be promptly furnished a service letter stating time and character of service, which they must sign.

Rule 91. Discipline-Investigations. (a) No employe will be disciplined or dismissed without a fair hearing. Suspension in proper cases pending hearing will not be considered a violation of this principle. Hearings will be held as promptly as possible and within 5 days from the date charges are preferred and decision rendered within 10 days of completion thereof.

At a reasonable time prior to the hearing, the employe will be advised of the charge against him. An employe may be represented by an employe of his choice and the accused and his representative shall be permitted to hear the testimony of and interrogate all witnesses.

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

(b) Appeal from the decision must be filed with the superintendent in writing within 30 days from date thereof. If disciplinary action is not sustained, the employe's record shall be cleared of the charge and, if dismissed, he shall be reinstated and compensated for any wage loss sustained.

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

(d) When engineers who are not at fault are required

by the company to attend investigations, either at or away from home terminal, they will be paid for wage loss, if any, suffered by them and necessary away-from-home expenses when required to leave home terminal.

Rule 92. Minor Incidents. Engineers will not be called for investigation of minor incidents when such information can be obtained by telephone. It is understood the rest of engineers will not be disturbed by being called to the office to explain delays or minor engine failures.

SENIORITY RIGHTS

Rule 93. Rights. (a) Rights on different districts will be established by master mechanic and the regularly constituted committee.

(b) Rights to regular engines and runs will be governed by seniority, other things being equal.

(c) Engineers will be confined to districts where rights are located.

Rule 94. Transferring. (a) Engineers temporarily transferred will have the privilege of returning to their respective districts before other men are employed or promoted on such districts. If permanent transfer is desired, they must so decide within 3 months, and in that case will rank as new men with date carrying any portion of last 90 days' continuous service.

(b) Engineers on different seniority districts may exchange positions with the approval of the general chairman and general manager, and where transfer is made, the employees will each take the seniority date of the junior employee making the change.

Rule 95. Territorial Rights. When established runs are so changed as to cause engineers to run over more than one district or part thereof, runs and vacancies thereon shall be filled in such service by engineers of such districts in proportion to the mileage of each district over which the run or runs extend; provided, that in case either district furnishes less than 75% or more than 25% of the

mileage on the run, and only two engineers are assigned, each district will furnish one; one assigned, the district with the major portion will furnish the engineer.

Rule 96. Seniority Districts. Engineers will hold seniority rights on the district on which employed, as follows:

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

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

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

Agreement Division of Territory Between Third and Fourth Districts.

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

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

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

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

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

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

(7) Enginemen holding rights upon the Fourth District

may man and operate unassigned freight service between Egbert and South Torrington, or to any intermediate point.

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

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

(d) **Fourth District.** Sidney to Cheyenne, including yard at Cheyenne.

(e) **Fifth District.** Cheyenne to Rawlins and percentage on Denver-Laramie passenger and freight runs. This percentage gives Fifth District runs 2, 5, 8, 11, 14 and so on, passenger runs to be counted first.

Saratoga and Encampment Valley Railroad. Engineers from the Fifth Seniority District will man new and vacant service under schedule rules. Engineers employed on the S. & E. V. R. R. will retain rights in accordance with Section (a) of Rule 97.

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

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

(h) **Eighth District.** Kansas City to Junction City, Lawrence to Leavenworth, Topeka to Marysville and Junction City to Clay Center.

Agreement Division of Territory Between Eighth and Sixteenth Districts.

"Effective with the abandonment of the Leavenworth Western Branch, Knox to Clay Center; Junction City Branch, Clay Center to Concordia; and the Belleville Branch, Belleville to Lawrenceburg, January 8, 1935, service between Junction City, Kansas and Concordia, Kansas has been operated via Clay Center and Milton-

vale. The mileage between Junction City and Concordia, computed from depot to depot, is 72.5 miles, which includes 33.7 miles of the original Eighth Seniority District, 18.7 miles of the original Sixteenth Seniority District, and 20.1 miles of A. T. & S. F. leased trackage (Miltonvale-Concordia).

Except for service operated exclusively between Junction City and Clay Center, or between Clay Center and Miltonvale, the following will govern assignment of crews in this territory, effective January 8, 1935:

1. Crews will be assigned in accordance with Rule 137 of the current engineers' schedule [Rule 95, schedule effective April 1, 1943], and Rule 139 of the current firemen's schedule [Rule 101, schedule effective April 1, 1943], as follows:

If one crew assigned, it will be furnished by the Eighth Seniority District.

If two crews assigned, one crew will be furnished by the Eighth Seniority District, and one crew by the Sixteenth Seniority District.

If three crews assigned, two will be furnished by the Eighth Seniority District, and one by the Sixteenth Seniority District.

The provisions of this section do not apply to assignments of the nature described in Section 2, nor will such assignments be a factor in application of Rules 137 and 139 to assignments between Junction City and Concordia.

Eighth district enginemen will have preference for motor car service operated over the consolidated territory between Junction City and Concordia.

2. The mileage or equivalent thereof accumulated by enginemen assigned to do switching at Clay Center and other service in either direction out of Clay Center will be divided between the Eighth and Sixteenth Seniority Districts as follows:

Actual hours worked switching at Clay Center, and actual mileage or equivalent thereof made between

Clay Center and Miltonvale, will be credited to the Sixteenth Seniority District.

Actual mileage or equivalent thereof made between Clay Center and Junction City, and between Miltonvale and Concordia, will be credited to the Eighth Seniority District.

The Sixteenth Seniority District will furnish the first crew on the assignment, and whenever it can be shown that 3000 miles or the equivalent thereof is due the Eighth Seniority District, calculated on the basis herein provided, the crew from the Sixteenth Seniority District will be replaced by a crew from the Eighth Seniority District until the mileage due that district has been run off.

3. If and when yard service is established at Clay Center, it will be manned by crews from the Sixteenth Seniority District.

4. Junction City, Kansas is designated as home terminal for Sixteenth Seniority District in application of Rules 105(b) and 106(b) of the engineers' and firemen's schedules [Rules 70(b) and 78(b), schedules effective April 1, 1943], respectively."

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

(j) **Tenth District.** (Ellis District.) Ellis to Sharon Springs, Oakley to Plainville, and percentage on Hugo District in accordance with Section (k) of this rule, including yard at Sharon Springs.

(k) **Eleventh District** (Hugo District). Sharon Springs to Hugo. Prior to January 1, 1909, the territory between Denver and Ellis constituted two seniority districts, i. e., Denver District (Denver-Cheyenne Wells) and Ellis District (Cheyenne Wells-Ellis). Effective January 1, 1909, this territory was segregated into three seniority districts, i. e., Denver District (Denver-Hugo), Hugo District (Sharon Springs-Hugo) and Ellis District (Ellis-

Sharon Springs) and engineers were accorded rights as follows:

(1) Two engineers will be taken from west of Cheyenne Wells and one engineer from east of Cheyenne Wells in manning the Hugo District and this ratio will be followed in maintaining the personnel of that district. (This gives the Denver District runs 1, 3, 4, 6, 7, 9, 10 and so on, and the Ellis District runs 2, 5, 8, 11 and so on, subject to provisions of Section (k)-(3) of this rule).

(2) Thereafter should vacancies occur on the Denver District or on the Ellis District, engineers who have been taken from these districts will have the right to return thereto, providing permanent vacancies occur and they have elected within 6 months to make such transfer, this not to affect rights of engineers to make a transfer later should another permanent vacancy occur.

(3) Men employed after January 1, 1909 on Denver or Ellis Districts have no rights on the Hugo District, and conversely, men employed on the Hugo District have no rights on the Denver or Ellis Districts. Engineers holding seniority on the Hugo District engineers' roster cannot be displaced by junior engineers from the Denver or Ellis Districts.

(l) **Twelfth District.** (Denver District). Hugo to Denver and percentage on Hugo District in accordance with Section (k) of this rule. Should at any time a switch engine be established at Hugo it will be considered a part of the Denver District.

(m) **Thirteenth District.** (D.P.) Denver to Cheyenne, and Boulder, Ft. Collins, Greeley, Pleasant Valley Branches, and percentage on Denver-Laramie passenger and freight runs. This percentage gives the Thirteenth District runs 1, 3, 4, 6, 7, 9 and so on, passenger runs to be counted first.

(n) **Fourteenth District.** (Julesburg District). Denver to Sterling, including yard at Sterling.

The following agreement affects engineers of the

Twelfth, Thirteenth and Fourteenth seniority districts in accordance with its terms:

"Seniority of Engineers in Territory Tributary to Denver.—It is agreed that after December 1, 1916, all engineers hired or promoted on districts and branches of districts of which Denver is a terminal, will hold rights as engineers over such districts and branches, as 'Territorial Rights'. Any engineer or motorman now holding rights on any such district or districts and branches under what is known as 'District Rights', may, upon written request on the master mechanic, be placed upon the list of engineers holding 'Territorial Rights', and will carry with him his present seniority date by forfeiting his present 'District Rights'.

This agreement is not retroactive, and engineers now holding 'District Rights', desiring to avail themselves of its provisions, do so of their own choice."

Under the above agreement, all "Territorial Rights" engineers will be junior to engineers retaining their present "District Rights" upon that particular district to which they are now assigned, and to all extension, additions and detours of such particular district.

(o) **Fifteenth District.** (O. & R. V.) Valley to Manhattan, Valparaiso to Central City, and branch trains between Valley and Council Bluffs.

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

(p) **Sixteenth District.** (Leavenworth-Western). Clay Center to Miltonvale, including yard at Leavenworth. See Section (h) of this rule.

(q) **Seventeenth District.** St. Joseph to Marysville, including yard at Marysville.

(r) **Eighteenth District.** Marysville to Grand Island, including yard at Hastings.

(s) **Seventeenth and Eighteenth Districts.** The following agreement affects engineers of the Seventeenth

and Eighteenth seniority districts in accordance with its terms:

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

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

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

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

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

Rule 97. Rights on Acquired or Leased Roads.

(a) Engineers found employed on roads acquired or leased and operated by this company as separate districts, shall retain their rights and seniority as heretofore on the road absorbed.

(b) Engineers found employed on roads acquired or leased by this company and operated as a part of any

district, shall take seniority rights on the entire district to which added, in accordance with seniority date in service as an engineer on the absorbed road.

Rule 98. Seniority Rosters. (a) Seniority rosters showing name and seniority date will be maintained for each seniority district.

Seniority rosters will be brought up to date and posted annually at a place accessible to all employes affected, and copy furnished local and general chairmen. Local chairman will be advised each 90 days of names of employes added to or removed from rosters between posting periods, and in case of employes removed, will be advised cause.

(b) Seniority rosters will, prior to posting, be officially approved by the general chairman and the general manager.

Rule 99. Applications. The application of engineers entering service will be approved or rejected within 90 days. When applicant is not notified to the contrary within 90 days, it will be understood his application is approved unless it should later develop that he gave false information on his application for employment, in which event he will not be dismissed without regular investigation, if he so requests.

Rule 100. Official Position. An engineer accepting official position representing the company or its engine service employes, will retain his seniority rights. This provision applies to employes who have heretofore been promoted to official positions.

Rule 101. Leaving Service. Engineers leaving the service of their own accord will forfeit all seniority rights and, if they re-enter the service, will be considered new employes. Engineers discharged and re-entering the service after one year will rank as new employes. The one-year limit will not apply to a case pending in the hands of the regularly constituted committee.

Rule 102. Road Men—Yard Service. Road engineers taking positions in yard service on account of slack

business forfeit thereby no road seniority rights, provided return to road service is made in regular order of road seniority.

EXERCISE OF SENIORITY

Rule 103. Bulletins. (a) Runs will be promptly bulletined for period of 4 days (96 hours), computed from 12 o'clock noon on date bulletin is posted at home terminal, as soon as created or become vacant and at the end of the bulletin period, the senior engineer signing the bulletin will be assigned. Bulletins will be posted at designated tie-up points on the seniority district.

(b) When a run has been bulletined for 4 days and no applications are made therefor, the junior extra engineer of the district will be assigned and, in case there is more than one forced job, the senior man involved will have his choice.

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

(d) Engineers not having access to bulletin will be considered as having signed same if written application is filed with proper officials of the company before expiration of the bulletin.

(e) Pile driver service will be bulletined for choice of engineers of the division on which the pile driver is assigned for the season.

(f) During the period of the bulletin for new or vacant passenger service, the senior freight engineer of the district will be placed on the run, upon written application, except where extra passenger board is maintained.

(g) An engineer absent during entire period of bulletin will, upon his return to service, be permitted to displace a junior engineer from assignment bulletined during his absence, subject to provisions of Rule 108.

Rule 104. Vacancies. (a) Vacancies occurring as a result of engineers resigning, retiring, being dismissed

from the service, or being off of the run to which assigned for a longer period than 30 days, will be bulletined.

(b) **Extra Engineers.** At points where extra lists are maintained, extra engineers will run first-in, first-out in filling of vacancies, except as provided in Rules 12, 13 and 110.

Note:—This rule is not applicable to an engineer-motorman holding an assignment as motorman, in accordance with the provisions of Section (b), Rule 58.

Rule 105. New Service. Following constitutes new service and will be bulletined: (1) Passenger service added by time table, supplement to time table, or bulletin. (2) Freight crews, added to pool service for two consecutive round trips. (3) Local freight service established by time table or bulletin. (4) Additional helper service established for four consecutive trips or shifts. (5) Work, wreck, or additional yard engines for four days. (6) Increase in the extra list.

Rule 106. New Time Card. When a new time card takes effect, engineers will be accorded preference for main line passenger service, branch line passenger service emanating at or running into the home terminal of the district concerned, and chain gang freight service where seniority rights extend over two or more districts. When a supplement to new time table is issued, it will be regarded as a new time table on the district affected, except where supplements are issued affecting tenant line trains exclusively. Engineers must exercise their choice of runs within 4 days.

Rule 107. Refusing Run Vacant. Engineers refusing a run vacant or open to their choice forfeit thereby no seniority rights, but cannot thereafter claim the run refused, except it again becomes vacant or is changed materially as to mileage allowances or conditions, or in case they are thereafter deprived of run which they held.

Rule 108. Run Discontinued. (a) An engineer losing his run by reason of it being discontinued or being

taken by a senior engineer, shall be entitled to take any run on his seniority district held by a junior engineer, provided that if there is more than one junior engineer on the run he chooses, and no distinct preference of runs or layover days, he shall displace the junior engineer and shall make application for run of his choice within 4 days.

(b) An engineer who fails to exercise his seniority within 4 days, as provided in Section (a) of this rule, will be placed by the regularly constituted committee.

Rule 109. Engineer Losing Run. When an engineer loses a run to which he is entitled through no fault of his own, he will be allowed to resume same at first opportunity.

Rule 110. Pilot Service. (a) When an engineer pilot is used on a passenger train, the extra passenger engineer or senior available freight engineer will be used, and when required on a freight train, extra freight engineer will be used.

(b) Pilot engineers furnished other lines will be allowed \$7.93 per 100 miles on passenger and \$9.08 on freight.

Rule 111. Laying Off-Deadheading. When an engineer resumes service after laying off, he will be permitted to deadhead to the point where his assignment ties up and take his assignment at the end of the shift or trip, provided 60 hours have elapsed since his assignment was last brought on duty at home terminal. The company will not be penalized in the application of this rule.

SENIORITY DATE-PROMOTION

Rule 112. Firemen-Seniority Date-Promotion.

(a) Firemen shall rank on the firemen's roster from the date of their first service as fireman when called for such service, after having qualified, except as provided in Rule 119, and when qualified shall be promoted to position of engineer in accordance with the following rules:

(b) Firemen shall be examined for promotion according to seniority on the firemen's roster, and those passing the

required examination shall be given certificates of qualification and when promoted shall hold their same relative standing in the service to which assigned.

Rule 113. Senior Man Not Available. If for any reason the senior eligible fireman or engineer to be hired is not available and junior qualified fireman is promoted and used in actual service out of his turn, whatever standing the junior fireman so used establishes, shall go to the credit of the senior eligible fireman or engineer to be hired, provided the engineer to be hired is available and qualified within 30 days. As soon as the senior fireman or engineer to be hired is available, as provided herein, he shall displace the junior fireman who shall drop back into whatever place he would have held had the senior fireman to be promoted or engineer to be hired been available and the junior fireman not used.

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

Rule 114. Seniority Date Established. As soon as a fireman is promoted he will be notified in writing by the proper official of the company of the date of his promotion, and unless he files a written protest within 60 days against such date he cannot thereafter have it changed. When the date of promotion of a fireman or the date of a hired engineer, or fireman has been established in accordance with regulations, such date shall be posted and if not challenged in writing within 60 days after such posting, no protest against such date shall afterwards be heard.

Rule 115. Rights to Promotion. No fireman shall be deprived of his rights to examination nor to promotion in accordance with his relative standing on the fireman's roster because of any failure to take his examination by reason of the requirements of the company's service, by sickness, or by other proper leave of absence; provided that upon his return he shall be immediately called and required to take examination and accept proper assignment.

Rule 116. Posting Seniority Rank. The posting of notice of seniority rank, as per Rule 114, shall be done within 10 days following date of promotion, and such notice shall be posted on every bulletin board of the seniority district on which the man holds rank.

Rule 117. Demoted Engineers. Firemen having successfully passed qualifying examinations shall be eligible as engineers. Promotion and the establishment of a date of seniority as engineer as provided herein, shall date from the first service as engineer when called for such service, provided there are no demoted engineers back firing. No demoted engineer will be permitted to hold a run as a fireman on the seniority district while a junior engineer is working on the engineer's extra list or holding a regular assignment on such seniority district.

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

On a seniority district where firemen are required to fire less than 3 years all engineers will be hired.

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

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

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

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

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

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

Rule 118. Engineer to be Hired Not Available. If the engineer to be hired is not available when needed and the senior qualified fireman is promoted, the date of seniority thus established shall fix the standing of the hired engineer, who, if available and qualified within

thirty days from date senior qualified fireman is promoted, will rank immediately ahead of the promoted fireman. The promoted fireman will retain his date of seniority as engineer and will be counted in proportion of promotions.

Rule 119. Hired Engineer's Rank. In case an engineer is hired and used in actual service, when, under requirements of Rule 117 a fireman (or firemen) should have been promoted, the date of the seniority thus established shall fix the standing of the senior qualified fireman (or firemen) due to be promoted, provided he or they are eligible and qualified within 30 days, who shall rank immediately ahead of the hired engineer on the engineer's seniority list. The hired engineer will retain his date of seniority and be counted in proportion of engineers to be hired.

Rule 120. Hired Engineer's Date. The seniority date of the hired engineer shall be the date of his first service as engineer, except as provided in Rules 113, 118 and 119. It is further provided that engineers hired, or permanently transferred from one seniority district to another, shall be given a date of seniority as fireman corresponding with their date as engineer. This rule applies only to engineers hired subsequent to May 4th, 1918.

MILEAGE REGULATIONS

Rule 121. (a) When, from any cause, it becomes necessary to reduce the number of engineers on the engineers' working lists on any seniority district, those taken off may, if they so elect, displace any fireman their junior on that seniority district under the following conditions:

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

are averaging the equivalent of 3200 miles per month.

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

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

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

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

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

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

(g) On road extra lists, a sufficient number of engineers will be maintained to keep the average mileage, or

equivalent thereof, between 2600 and 3800 miles per month, provided, that when men are cut off the working lists and it is shown that those on the extra lists are averaging the equivalent of 3100 miles per month, men will be returned to the extra lists if the addition will not reduce the average mileage, or equivalent thereof, below 2600 miles per month.

(h) Engineers used in combination freight and passenger service will be permitted to make the equivalent of 3800 miles in freight service. This shall not be construed to modify the preceding paragraph regulating mileage of men in extra service. Passenger miles will be equated to freight miles on basis of $1\frac{1}{4}$ miles passenger equaling 1 mile freight.

Engineers used as such in both freight and passenger service during any month will be required to register their accumulated mileage in freight and passenger service, and failing to do so will not be entitled to their turn out. When equivalent of 3800 miles in freight service has been reached, such engineers will be withheld from service as engineers at request of local chairman. Engineers who exceed equivalent of 3800 miles as prescribed herein will have excess mileage charged against them in following month, except when required to exceed 3800 miles due to a shortage of engineers.

(i) Under provisions of the above rules it is understood that after all engineers who have been taken off have been returned to service as engineers, the 3100 mileage replacement for road extra men and the 31 days replacement for yard extra men shall not apply with respect to further additions.

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

(k) In extra yard service, a sufficient number of engineers will be maintained to keep the average earnings between 26 and 35 days per month; provided, that when men are cut off the lists and it is shown that men are averaging the equivalent of 31 days per month, men will be returned

to service, if the addition will not reduce the average earnings below 26 days per month.

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

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

Rule 122. Statement of Mileage. A statement of mileage made by chain-gang freight and extra men, separately, will be furnished the regularly constituted committee on completion of time rolls for each semi-monthly pay day.

Rule 123. Registering and Checking Mileage.

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

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

REPRESENTATION

Rule 124. (a) The General Committee of Adjustment, Brotherhood of Locomotive Engineers, will represent all locomotive engineers in the making of contracts, rates, rules, working agreements, and interpretations thereof.

(b) All controversies affecting locomotive engineers will be handled in accordance with the interpretation of the engineers' contract as agreed upon between the committee of the Brotherhood of Locomotive Engineers and the management.

(c) In matters pertaining to discipline, or other questions not affecting changes in engineers' contract, the

officials of the company reserve the right to meet any of their employes either individually or collectively.

Rule 125. Enacting and Terminating Provision.

This agreement shall be effective as of April 1, 1943 and shall continue in effect until it is changed as provided herein or under the provisions of the Railway Labor Act.

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

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

For Union Pacific Railroad Co:

F. C. PAULSEN,
General Manager, Eastern Dist.
J. GOGERTY,
General Supt., M. P. and M.

For the Employes:

J. W. VOSEIPKA,
General Chairman, B. of L. E.
CHAS. H. CARL,
Vice Chairman, B. of L. E.
C. O. LEISZ,
General Secretary and Treasurer,
B. of L. E.

Omaha, Nebraska,
April 1, 1943.

AGREEMENT
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

STREAMLINE TRAIN SERVICE
(Supplement No. 1 to Agreement
of February 16, 1938).

The agreement of February 16, 1938 prescribes the following monthly guarantees for engineers-motormen assigned to the coast streamline trains and steam passenger trains Nos. 48 and 49:

District	Number of Crews Assigned	Minimum Monthly Guarantee
Omaha-Grand Island.....	2	\$342.00
Grand Island-North Platte.....	2	342.00
North Platte-Sidney.....	2	342.00
Sidney-Cheyenne.....	2	342.00
Cheyenne-Laramie.....	1	366.24
Laramie-Rawlins.....	2	343.35
Rawlins-Green River.....	2	343.35
Green River-Evanston.....	2	346.50
Evanston-Ogden.....	1	346.50

The above monthly guarantees are based on the weighted average rates of pay applicable to the several classes of power used to operate the trains included in the respective assignments at the time the agreement of February 16, 1938 was negotiated. M-10002 has now replaced M-10001 on the City of Portland streamliner, and LA-5 and 6 replaced LA-4 on the City of Los Angeles streamliner. The rates of pay of motormen on these power units are as follows:

M-10001.....	\$7.34 per 100 miles
M-10002.....	7.60 per 100 miles
LA-4.....	7.68 per 100 miles
LA-5 and 6.....	7.85 per 100 miles

On basis of weighted average rate of the classes of power now included in the assignments, the monthly

guarantees prescribed in the agreement of February 16, 1938 will, effective May 1, 1939, be changed as follows:

District	Number of Crews Assigned	Minimum Monthly Guarantee
Omaha-Grand Island.....	2	\$345.60
Grand Island-North Platte.....	2	345.60
North Platte-Sidney.....	2	345.60
Sidney-Cheyenne.....	2	345.60
Cheyenne-Laramie.....	1	370.56
Laramie-Rawlins.....	2	347.40
Rawlins-Green River.....	2	347.40
Green River-Evanston.....	2	348.75
Evanston-Ogden.....	1	348.75

For Union Pacific Railroad Co:

N. A. Williams,
General Manager, Eastern Dist.
J. W. Burnett,
General Supt., M. P. & M.

For the Employees:

J. W. Voseipka,
Vice Chairman and Acting General
Chairman, B. of L. E.
R. M. Ruggy,
General Secretary, B. of L. E.

Omaha, Nebraska,
May 18, 1939.

Note:—Monthly rates of pay for engineers-motormen assigned to streamline train service, prescribed in agreement of May 18, 1939, were increased on basis of 76 cents per 100 miles for mileage comprehended by monthly rate, establishing the following rates of pay effective December 1, 1941:

District	Minimum Monthly Guarantee
Omaha-Grand Island.....	\$379.80
Grand Island-North Platte.....	379.80
North Platte-Sidney.....	379.80
Sidney-Cheyenne.....	379.80
Cheyenne-Laramie.....	407.04
Laramie-Rawlins.....	381.60
Rawlins-Green River.....	381.60
Green River-Evanston.....	382.95
Evanston-Ogden.....	382.95

AGREEMENT
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

STREAMLINE TRAIN SERVICE

It is agreed that engineers—motormen will be assigned to streamline trains—City of Portland, City of San Francisco, City of Los Angeles, and steam passenger trains Nos. 48 and 49, and will be paid monthly guarantee based on 4800 miles between Cheyenne and Laramie and 4500 miles on other districts, as follows:

District	Number of Crews Assigned	Minimum Monthly Guarantee
Omaha-Grand Island.....	2	\$342.00
Grand Island-North Platte.....	2	342.00
North Platte-Sidney.....	2	342.00
Sidney-Cheyenne.....	2	342.00
Cheyenne-Laramie.....	1	366.24
Laramie-Rawlins.....	2	343.35
Rawlins-Green River.....	2	343.35
Green River-Evanston.....	2	346.50
Evanston-Ogden.....	1	346.50

Engineers—motormen assigned to streamline trains—City of Portland, City of San Francisco, City of Los Angeles, and steam passenger trains Nos. 48 and 49, will not be used in any other service except as herein provided.

Schedule rates of pay will apply to the respective classes of service performed. Arbitraries accruing under schedule rules will be applied against the monthly guarantee.

The monthly guarantee will be prorated between the regular man and the relief man or men on basis of calendar days in the month, viz.—1/28th, 1/29th, 1/30th, or 1/31st for each day service is rendered or held available for service.

When any service comprehended in this agreement is temporarily discontinued, engineers or motomen will be

compensated for days held available for service on the same basis as though regular service had been rendered.

When any of the service included in the assignment comprehended in this agreement is temporarily discontinued, engineers may be used in extra passenger service when passenger engine is used, to the extent that they would have performed service on their regular assignment. This paragraph does not apply to engineers—motormen assigned on the district, Green River-Evanston, who will be subject to the following:

Extra Passenger Service

Engineers and motormen assigned to streamline service between Green River and Evanston may be used in extra passenger service, running light, or doubleheading when passenger engine is used, to make up the monthly guarantee herein provided.

Extra steam or streamline passenger service will be distributed equally between the crews in the assignment, so far as consistent to do so.

It is not the intent to use engineers or motormen in extra service to the extent that they will exceed the monthly guaranteed mileage herein provided.

Crews in this assignment will not be used for more than one round trip in extra service or deadheading for extra service between regular scheduled trips.

On arrival at home terminal, crew will be advised approximate time they will be required for extra service. If not so advised on arrival, they will not be required to hold themselves available but may be used if extra service subsequently develops and they are available.

When it is apparent that crews will not be used out of far terminal in extra service in a reasonable time, they will be permitted to deadhead to their home terminal and in all cases will be advised before the departure of the first passenger train after arrival, it being understood crews will make themselves available in time to protect service on regular assign-

ment. Crews deadheading for their own convenience will do so without expense to the company. Crews will not be used in extra service unless they can complete trip in time to be available for their regular assignment.

It will be permissible to use engineers assigned under the terms of this agreement on steam passenger locomotives handling regular streamline train equipment in instances when Diesel electric locomotives are detached.

It will not be permissible to use engineers assigned under the provisions of this agreement on steam locomotives in doubleheading streamline trains when Diesel electric locomotives are attached to the train. In such instances the engineer or motorman assigned under the terms of this agreement will remain on the Diesel electric locomotives.

It will be permissible for engineers or motormen assigned under the provisions of this agreement to deadhead without pay to their home terminal in order to avoid long layovers at the far terminal, with the understanding that they will arrange to protect their assignments.

It is understood that neither practices provided hereunder that may be in conflict with effective schedule rules, nor the agreement in its entirety, will operate to establish a precedent with respect to the schedule rules, or in any way prejudice the application of current schedule with respect to rates, rules, or working conditions.

The agreement dated June 21, 1937, covering assignment of engineers-motormen to the coast streamline trains and steam passenger trains Nos. 48 and 49, will automatically terminate when the 2nd City of Los Angeles is placed in through service, at which time this agreement will become effective.

This agreement will terminate automatically upon the inauguration of additional streamline train service running over the entire territory comprehended in this agreement, or that portion of this territory in which additional streamline train service may be added (except

the Denver-Chicago service), or ten days after service of notice by either party upon the other of a desire to terminate this agreement in part or in its entirety.

For Union Pacific Railroad Co:

N. A. Williams,
General Manager.

J. W. Burnett,
General Supt., M. P. & M.

For Brotherhood of Locomotive
Engineers:

J. P. Shields,
General Chairman.

L. A. Hamilton,
Vice Chairman.

R. M. Ruggy,
Secretary-Treasurer.

Omaha, Nebraska,
February 16, 1938.

AGREEMENT
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
(EASTERN DISTRICT)
AND THE
BROTHERHOOD OF LOCOMOTIVE ENGINEERS

HELPERS—STREAMLINE TRAIN SERVICE

In order to avoid frequent changes in assignments of helpers on the City of Portland, City of Los Angeles, City of San Francisco, and City of Denver streamline trains as the result of fluctuation in the boards, it is agreed that the provisions of Rule 124 of the engineers' schedule, effective May 1, 1931, will not apply to helpers assigned to the foregoing named streamline trains until they have completed fifteen round trips in such service.

This agreement is effective October 1, 1936, and will automatically terminate thirty days after notice by either party, upon the other of desire to terminate it, or any part thereof.

J. P. Shields,
General Chairman, B. L. E.

C. B. Hodgson,
Vice Chairman, B. L. E.

R. M. Ruggy,
General Secretary, B. L. E.

N. A. Williams,
General Manager.

J. W. Burnett,
General Supt., M. P. & M.

Omaha, Nebraska,
October 1, 1936.

AGREEMENT
 BETWEEN THE
 UNION PACIFIC RAILROAD COMPANY
 (EASTERN DISTRICT)
 AND THE
 BROTHERHOOD OF LOCOMOTIVE ENGINEERS

STREAMLINE TRAIN SERVICE

It is agreed that effective May 1, 1936, the following will be added to and become a part of the agreement with the Brotherhood of Locomotive Engineers, effective May 1, 1931:

Rates of Pay. Rates of pay of motormen on the streamline trains shown below, operated under train rules, will be as follows:

Type	Rate per 100 Miles
600 H.P.....	\$6.73
900 H.P.....	6.73
1200 H.P.....	6.90
2100 H.P.....	7.16
2400 H.P.....	7.24

Schooling. Schooling for the purpose of qualifying on streamline trains will consist of shop or road experience of not to exceed thirty days. Engineers or motormen will be allowed \$6.73 per day of eight hours or less, no overtime, this allowance to be paid regardless of mileage made while under instruction or deadheading. Engineers or motormen who do not elect to qualify in the order of their seniority will not be entitled to pay for subsequent qualification unless at the time they desire to qualify there is a bulletin posted requiring engineers or motormen to qualify.

Seniority. Locomotive engineers and motormen will hold rights in streamline train service on basis of their seniority date as locomotive engineers or motormen, and may qualify for streamline train service in their seniority order.

Engineers or motormen qualifying for streamline train service will remain in such service until they can be

relieved by engineer or motorman qualified for such service. The superintendent or master mechanic to be the judge of when a sufficient number of men have qualified.

All rules of the current engineers' schedule applicable to steam service, except Article 1, Rates of Pay, will apply in streamline train service.

This agreement supersedes Memorandum of Agreement between the Union Pacific Railroad Company and The St. Joseph and Grand Island Railway Company and the Brotherhood of Locomotive Engineers, dated September 4, 1934.

This agreement is based upon a mutual agreement between the parties to waive the service of notice as provided in Rule 162 of the current schedule, and last paragraph of Memorandum of Agreement dated September 4, 1934, and will remain in effect subject to thirty days' written notice by either party to the other of a desire to change or terminate the same, or any part thereof.

J. P. Shields,
General Chairman, B. of L. E.

C. B. Hodgson,
Vice Chairman, B. of L. E.

R. M. Ruggy,
General Secretary, B. of L. E.

N. A. Williams,
General Manager.

J. W. Burnett,
General Supt., M. P. & M.

Omaha, Nebraska,
May 2, 1936.

TABULATION OF RUNS

Freight and Passenger

(Subject to Change)

Run No.	FROM	TO	VIA	TRIPS	MILEAGE			
					Freight		Passenger	
					Actual	Allowed	Actual	Allowed
			Nebraska Division					
1	Co. Bluffs.....	Grand Island...	Sarpy.....	Single.	145.8	146	146.9	147
2	Grand Island..	Co. Bluffs.....	Sarpy.....	Single	141.0	141	146.9	147
3	Co. Bluffs.....	Grand Island...	Gilmore.....	Single.	154.8	155	156.6	157
4	Grand Island..	Co. Bluffs.....	Gilmore.....	Single.	150.0	150	156.6	157
5	Omaha.....	Grand Island...	Sarpy.....	Single.	.....	...	144.1	144
6	Grand Island..	Omaha.....	Sarpy.....	Single.	.....	...	144.1	144
7	Summit.....	Grand Island...	Sarpy.....	Single.	139.7	140	.....	...
8	Co. Bluffs.....	Beatrice.....	Sarpy.....	Single.	123.9	124	.....	...
9	Beatrice.....	Co. Bluffs.....	Sarpy.....	Single.	119.4	119	.....	...
10	Summit.....	Beatrice.....	Sarpy.....	Single.	118.8	119	.....	...
11	Co. Bluffs.....	Columbus.....	Gilmore.....	Single.	93.6	100	.....	...
12	Columbus.....	Co. Bluffs.....	Sarpy.....	Single.	79.6	100	.....	...
13	Summit.....	Columbus.....	Gilmore.....	Single.	88.3	100	.....	...
14	Co. Bluffs.....	Central City...	Gilmore.....	Single.	133.3	133	.....	...
15	Central City...	Co. Bluffs.....	Sarpy.....	Single.	119.1	119	.....	...
16	Summit.....	Central City....	Gilmore.....	Single.	128.1	128	.....	...
17	Grand Island..	North Platte...	.....	Single.	137.1	137	137.3	137
18	North Platte...	Grand Island...	.....	Single.	139.9	140	137.3	137
19	North Platte...	Hastings.....	.....	Single.	137.0	137	.....	...
20	Hastings.....	North Platte....	.....	Single.	133.7	134	.....	...

Run No.	FROM	TO	VIA	TRIPS	MILEAGE			
					Freight		Passenger	
					Actual	Allowed	Actual	Allowed
21	Kearney.....	North Platte....	.....	Single.	95.2	100	.....	...
22	North Platte...	Kearney.....	.....	Single.	95.2	100	.....	...
23	Kearney.....	Stapleton.....	.....	Single.	102.5	103	101.9	102
24	Stapleton.....	Kearney.....	.....	Single.	102.3	102	101.9	102
25	Grand Island..	Kearney.....	.....	Double	85.7	100	.....	...
26	Grand Island..	Lincoln.....	Central City.....	Single.	117.4	117	.....	...
27	Lincoln.....	Grand Island...	Central City.....	Single.	115.8	116	.....	...
28	Grand Island..	Valparaiso.....	Central City.....	Single.	95.9	100	.....	...
29	Valparaiso.....	Grand Island...	Central City.....	Single.	95.9	100	.....	...
30	Valley.....	Lincoln.....	.....	Single.	56.2	100	.....	...
31	Lincoln.....	Valley.....	.....	Single.	56.2	100	.....	...
32	Valley.....	Beatrice.....	.....	Single.	96.5	100	.....	...
33	Beatrice.....	Valley.....	.....	Single.	96.5	100	.....	...
34	Columbus.....	Spalding.....	.....	Double	132.0	132	130.7	131
35	Columbus.....	Norfolk.....	.....	Double	101.8	102	.....	...
36	Columbus.....	Albion.....	.....	Double	88.3	100	.....	...
37	Norfolk.....	Columbus.....	.....	Double	101.6	102	.....	...
38	Grand Island..	Ord.....	Scotia.....	Single.	64.6	100	.....	...
39	Ord.....	Grand Island...	Scotia.....	Single.	62.9	100	.....	...
40	St. Paul.....	Loup City.....	Loup City-Boelus. 1 turn Boelus-Pleasanton 1 turn	Double	166.5	167	.....	...
41	North Platte...	Sidney.....	.....	Single.	121.6	122	123.4	123
42	Sidney.....	North Platte....	.....	Single.	120.0	120	123.4	123
43	North Platte...	Sterling.....	.....	Single.	137.2	137	138.7	139

Run No.	FROM	TO	VIA	TRIPS	MILEAGE			
					Freight		Passenger	
					Actual	Allowed	Actual	Allowed
44	Sterling.....	North Platte...	.....	Single.	135.6	136	138.7	139
45	North Platte...	Gering.....	.....	Single.	160.9	161	162.5	163
46	Gering.....	North Platte....	.....	Single.	159.1	159	162.5	163
47	Cheyenne.....	Gering.....	Egbert.....	Single.	130.6	131	130.4	130
48	Gering.....	Cheyenne.....	Egbert.....	Single.	130.1	130	130.4	130
49	Gering.....	So. Torrington..	.....	Double	109.8	110	.....	...
50	Gering.....	So. Torrington..	.....	Single.	54.5	100	.....	...
51	So. Torrington.	Gering.....	.....	Single.	54.5	100	.....	...
52	Cheyenne.....	Yoder.....	Egbert.....	Double	189.9	190	.....	...
53	North Platte...	Julesburg.....	.....	Single.	80.0	100	.....	...
54	Julesburg.....	North Platte....	.....	Single.	80.1	100	.....	...
55	Julesburg.....	Sidney.....	.....	Double	84.4	100	.....	...
56	Sidney.....	Cheyenne.....	.....	Single.	101.2	101	102.0	102
57	Cheyenne.....	Sidney.....	.....	Single.	101.1	101	102.0	102
Wyoming Division								
58	Cheyenne.....	Laramie.....	.....	Single.	56.2	100	56.7	100
59	Laramie.....	Cheyenne.....	.....	Single.	55.6	100	56.7	100
60	Cheyenne.....	Laramie.....	.....	Double	.....	...	113.1	150
61	Laramie.....	Cheyenne.....	.....	Double	.....	...	113.1	150
62	Laramie.....	Cheyenne.....	Speer.....	Single.	59.6	100	.....	...
63	Laramie.....	Medicine Bow...	.....	Double	113.4	113	.....	...
64	Laramie.....	Hanna.....	.....	Double	154.7	155	.....	...
65	Laramie.....	Rawlins.....	.....	Single.	115.2	115	116.6	117
66	Rawlins.....	Laramie.....	.....	Single.	114.8	115	116.6	117
67	Rawlins.....	Laramie.....	Icing Plant.....	Single.	112.5	113	.....	...
68	Rawlins.....	Sinclair.....	.....	Double	13.0	100	.....	...

Run No.	FROM	TO	VIA	TRIPS	MILEAGE			
					Freight		Passenger	
					Actual	Allowed	Actual	Allowed
69	Rawlins.....	Rock Springs...	.....	Single	119.8	120	.....	...
70	Rock Springs...	Rawlins.....	.....	Single.	118.2	118	.....	...
71	Rawlins.....	Green River....	.....	Single.	133.6	134	134.2	134
72	Green River...	Rawlins.....	.....	Single.	132.9	133	134.2	134
73	Rock Springs...	Superior.....	Gunn.....	Double	67.2	100	.....	...
74	Rock Springs...	Winton.....	Dines-Reliance- Lionkol.....	Double	44.9	100	.....	...
75	Green River...	Evanston.....	.....	Single.	99.9	100	100.2	100
76	Evanston.....	Green River....	.....	Single.	100.1	100	100.2	100
77	Evanston.....	Ogden.....	.....	Single.	73.1	100	75.4	100
78	Ogden.....	Evanston.....	.....	Single.	74.6	100	75.4	100
79	Ogden.....	Park City.....	.....	Single.	66.9	100	.....	...
80	Park City.....	Ogden.....	.....	Single.	66.9	100	.....	...
81	Ogden.....	Wahsatch.....	.....	Double	129.9	150	.....	...
Colorado Division								
82	Sterling.....	Denver.....	D. P.....	Single.	137.8	138	139.7	140
83	Denver.....	Sterling.....	D. P.....	Single.	139.7	140	139.7	140
84	Sterling.....	Denver.....	Dent.....	Single.	142.3	142	144.3	144
85	Denver.....	Sterling.....	Dent.....	Single.	144.2	144	.....	.....
86	Sterling.....	Julesburg.....	.....	Double	114.8	115	.....	.....
87	Cheyenne.....	Denver.....	D. P.....	Single.	104.2	104	106	106
88	Denver.....	Cheyenne.....	D. P.....	Single.	105.9	106	106	106
89	Cheyenne.....	Denver.....	Dent Mixed.....	Single.	110.5	111	.....	.....
90	LaSalle.....	Carr.....	.....	Double	79.8	100	.....	.....
91	LaSalle.....	Briggsdale.....	.....	Double	67.5	100	.....	.....
92	LaSalle.....	Purcell.....	.....	Double	57.5	100	.....	.....

Run No.	FROM	TO	VIA	TRIPS	MILEAGE			
					Freight		Passenger	
					Actual	Allowed	Actual	Allowed
93	LaSalle.....	Fort Collins....	.....	Double	65.6	100	.....	.....
94	LaSalle.....	Denver.....	.....	Single.	43.9	100	.....	.....
95	Denver.....	LaSalle.....	.....	Single.	45.3	100	.....	.....
96	Denver.....	Frederick.....	.....	Double	49.6	100	.....	.....
97	Denver.....	State and Clay- ton Mines.....	.....	Double	62.4	100	.....	.....
98	Denver.....	Eagle Mines.....	.....	Double	50.0	100	.....	.....
99	Laramie.....	Denver.....	D. P.....	Single.	149.9	165	150.3	165
100	Denver.....	Laramie.....	D. P.....	Single.	150.4	165	150.3	165
101	Laramie.....	Denver.....	Dent.....	Single.	154.1	169	.....	.....
102	Denver.....	Laramie.....	Dent.....	Single.	154.6	170	.....	.....
103	Denver.....	Ft. Collins.....	LaSalle.....	Single.	82.3	100	.....	.....
104	Ft. Collins.....	Denver.....	LaSalle.....	Single.	81.2	100	.....	.....
105	Brighton.....	Boulder.....	.....	Double	56.8	100	.....	.....
106	Denver.....	Hugo.....	.....	Single.	104.6	105	104.9	105
107	Hugo.....	Denver.....	.....	Single.	102.5	103	104.9	105
108	Hugo.....	Sharon Springs..	.....	Single.	105.9	106	105.7	106
109	Sharon Springs.	Hugo.....	.....	Single.	105.9	106	105.7	106
110	Sharon Springs.	Ellis.....	.....	Single.	126.1	126	126.5	127
111	Ellis.....	Sharon Springs..	.....	Single.	126.2	126	126.5	127
Kansas Division								
112	Kansas City...	Junction City...	.....	Single.	137.8	138	139.4	139
113	Armstrong.....	Junction City...	.....	Single.	136.1	136	.....	.....
114	Junction City..	Armstrong.....	.....	Single.	136.7	137	.....	.....
115	Armstrong.....	Topeka.....	.....	Double	130.6	131	.....	.....
116	Topeka.....	Manhattan.....	.....	Single.	51.3	100	.....	.....

Run No.	FROM	TO	VIA	TRIPS	MILEAGE			
					Freight		Passenger	
					Actual	Allowed	Actual	Allowed
117	Manhattan....	Topeka.....		Single.	51.3	100		
118	Salina.....	Junction City..		Double			94.2	120
119	Junction City..	Salina.....		Single.	46.2	100		
120	Salina.....	Junction City..		Single.	46.2	100		
121	Salina.....	Junction City..		Double	92.4	120		
122	Salina.....	Beloit.....	Solomon.....	Single.	73.0	100		
123	Beloit.....	Salina.....	Solomon.....	Single.	73.0	100		
124	Junction City..	Ellis.....		Single.			163.8	164
125	Ellis.....	Junction City..		Single.			163.8	164
126	Salina.....	Plainville.....		Single.	104.8	105	103.6	104
127	Plainville.....	Salina.....		Single.	103.6	104	103.6	104
128	Salina.....	Ellis.....		Single.	116.2	116		
129	Ellis.....	Salina.....		Single.	115.9	116		
130	Salina.....	McPherson.....		Double	72.2	100		
131	Beloit.....	Salina.....	Solomon.....	Double			146.0	146
132	Salina.....	Ellsworth.....		Double	74.2	100		
133	Junction City..	Manhattan.....		Double	40.4	100		
134	Lawrence.....	Leavenworth...		Double	68.6	100		
135	Oakley.....	Plainville.....		Single.	122.2	122	121.6	122
136	Plainville.....	Oakley.....		Single.	120.6	121	121.6	122
137	Armstrong.....	Marysville.....		Single.	146.8	147		
138	Marysville.....	Armstrong.....		Single.	145.8	146		
139	Kansas City...	Marysville.....		Single.			148.2	148
140	Topeka.....	Marysville.....		Single.	80.3	100		
141	Marysville.....	Topeka.....		Single.	81.6	100		
142	Beatrice.....	Manhattan.....		Single.	92.8	100		

Run No.	FROM	TO	VIA	TRIPS	MILEAGE			
					Freight		Passenger	
					Actual	Allowed	Actual	Allowed
143	Manhattan....	Beatrice.....	.....	Single.	92.5	100	.....	.....
144	Junction City..	Concordia.....	.....	Single.	72.5	100	.....	.....
145	Concordia.....	Junction City...	.....	Single.	72.5	100	.....	.....
146	Concordia.....	Junction City...	.....	Double	.....	.....	146	146
147	St. Joseph.....	Marysville.....	.....	Single.	113.7	114	113.1	113
148	Marysville.....	St. Joseph.....	.....	Single.	114	114	113.1	113
149	Marysville.....	Hastings.....	.....	Single.	114.4	114	.....	.....
150	Hastings.....	Marysville.....	.....	Single.	114.3	114	.....	.....
151	Marysville.....	Grand Island...	.....	Single.	.....	.....	138.6	139
152	Grand Island...	Marysville.....	.....	Single.	.....	.....	138.6	139
153	Hastings.....	Grand Island...	.....	Double	48.8	100	.....	.....
154	Beatrice.....	Marysville.....	.....	Single.	37.3	100	.....	.....
155	Beatrice.....	Marysville.....	.....	Double	74.7	100	.....	.....
156	Marysville.....	St. Joseph.....	Highland.....	Single.	128.2	128	.....	.....

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

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

**TABLE SHOWING TIME AFTER WHICH OVERTIME
ACCURUES ON RUNS 100 MILES TO 250 MILES IN LENGTH,
ON SPEED BASIS OF 20 MILES PER HOUR.**

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

Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours	Distance Miles	Overtime Accrues After Hours
217	10:51	229	11:27	240	12:00
218	10:54	230	11:30	241	12:03
219	10:57	231	11:33	242	12:06
220	11:00	232	11:36	243	12:09
221	11:03	233	11:39	244	12:12
222	11:06	234	11:42	245	12:15
223	11:09	235	11:45	246	12:18
224	11:12	236	11:48	247	12:21
225	11:15	237	11:51	248	12:24
226	11:18	238	11:54	249	12:27
227	11:21	239	11:57	250	12:30
228	11:24				

~~723~~ 726
~~32~~ ~~32~~
~~825~~ 808
908
32

940

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

1" to 40"	41" to 1'20"	1'21" to 2'00"	2'01" to 2'40"	2'41" to 3'20"	3'21" to 4'00"	4'01" to 4'40"	4'41" to 5'20"
1"-	41"-13	1'21"-25	2'01"-38	2'41"-50	3'21"-63	4'01"-75	4'41"-88
2"- 1	42"-13	1'22"-26	2'02"-38	2'42"-51	3'22"-63	4'02"-76	4'42"-88
3"- 1	43"-13	1'23"-26	2'03"-38	2'43"-51	3'23"-63	4'03"-76	4'43"-88
4"- 1	44"-14	1'24"-26	2'04"-39	2'44"-51	3'24"-64	4'04"-76	4'44"-89
5"- 2	45"-14	1'25"-27	2'05"-39	2'45"-52	3'25"-64	4'05"-77	4'45"-89
6"- 2	46"-14	1'26"-27	2'06"-39	2'46"-52	3'26"-64	4'06"-77	4'46"-89
7"- 2	47"-15	1'27"-27	2'07"-40	2'47"-52	3'27"-65	4'07"-77	4'47"-90
8"- 2	48"-15	1'28"-27	2'08"-40	2'48"-52	3'28"-65	4'08"-77	4'48"-90
9"- 3	49"-15	1'29"-28	2'09"-40	2'49"-53	3'29"-65	4'09"-78	4'49"-90
10"- 3	50"-16	1'30"-28	2'10"-41	2'50"-53	3'30"-66	4'10"-78	4'50"-91
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11"- 3	51"-16	1'31"-28	2'11"-41	2'51"-53	3'31"-66	4'11"-78	4'51"-91
12"- 4	52"-16	1'32"-29	2'12"-41	2'52"-54	3'32"-66	4'12"-79	4'52"-91
13"- 4	53"-17	1'33"-29	2'13"-42	2'53"-54	3'33"-67	4'13"-79	4'53"-92
14"- 4	54"-17	1'34"-29	2'14"-42	2'54"-54	3'34"-67	4'14"-79	4'54"-92
15"- 5	55"-17	1'35"-30	2'15"-42	2'55"-55	3'35"-67	4'15"-80	4'55"-92
16"- 5	56"-17	1'36"-30	2'16"-42	2'56"-55	3'36"-67	4'16"-80	4'56"-92
17"- 5	57"-18	1'37"-30	2'17"-43	2'57"-55	3'37"-68	4'17"-80	4'57"-93
18"- 6	58"-18	1'38"-31	2'18"-43	2'58"-56	3'38"-68	4'18"-81	4'58"-93
19"- 6	59"-18	1'39"-31	2'19"-43	2'59"-56	3'39"-68	4'19"-81	4'59"-93
20"- 6	1'00"-19	1'40"-31	2'20"-44	3'00"-56	3'40"-69	4'20"-81	5'00"-94
<hr/>							
21"- 7	1'01"-19	1'41"-32	2'21"-44	3'01"-57	3'41"-69	4'21"-82	5'01"-94
22"- 7	1'02"-19	1'42"-32	2'22"-44	3'02"-57	3'42"-69	4'22"-82	5'02"-94
23"- 7	1'03"-20	1'43"-32	2'23"-45	3'03"-57	3'43"-70	4'23"-82	5'03"-95
24"- 7	1'04"-20	1'44"-32	2'24"-45	3'04"-57	3'44"-70	4'24"-82	5'04"-95
25"- 8	1'05"-20	1'45"-33	2'25"-45	3'05"-58	3'45"-70	4'25"-83	5'05"-95
26"- 8	1'06"-21	1'46"-33	2'26"-46	3'06"-58	3'46"-71	4'26"-83	5'06"-96
27"- 8	1'07"-21	1'47"-33	2'27"-46	3'07"-58	3'47"-71	4'27"-83	5'07"-96
28"- 9	1'08"-21	1'48"-34	2'28"-46	3'08"-59	3'48"-71	4'28"-84	5'08"-96
29"- 9	1'09"-22	1'49"-34	2'29"-47	3'09"-59	3'49"-72	4'29"-84	5'09"-97
30"- 9	1'10"-22	1'50"-34	2'30"-47	3'10"-59	3'50"-72	4'30"-84	5'10"-97
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31"-10	1'11"-22	1'51"-35	2'31"-47	3'11"-60	3'51"-72	4'31"-85	5'11"-97
32"-10	1'12"-22	1'52"-35	2'32"-47	3'12"-60	3'52"-72	4'32"-85	5'12"-97
33"-10	1'13"-23	1'53"-35	2'33"-48	3'13"-60	3'53"-73	4'33"-85	5'13"-98
34"-11	1'14"-23	1'54"-36	2'34"-48	3'14"-61	3'54"-73	4'34"-86	5'14"-98
35"-11	1'15"-23	1'55"-36	2'35"-48	3'15"-61	3'55"-73	4'35"-86	5'15"-98
36"-11	1'16"-24	1'56"-36	2'36"-49	3'16"-61	3'56"-74	4'36"-86	5'16"-99
37"-12	1'17"-24	1'57"-37	2'37"-49	3'17"-62	3'57"-74	4'37"-87	5'17"-99
38"-12	1'18"-24	1'58"-37	2'38"-49	3'18"-62	3'58"-74	4'38"-87	5'18"-99
39"-12	1'19"-25	1'59"-37	2'39"-50	3'19"-62	3'59"-75	4'39"-87	5'19"-100
40"-12	1'20"-25	2'00"-37	2'40"-50	3'20"-62	4'00"-75	4'40"-87	5'20"-100

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

5'21" to 5'40"	5'41" to 6'00"	6'01" to 6'20"	6'21" to 6'40"	6'41" to 7'00"	7'01" to 7'20"	7'21" to 7'40"	7'41" to 8'00"
5'21"-100	5'41"-107	6'01"-113	6'21"-119	6'41"-125	7'01"-132	7'21"-138	7'41"-144
5'22"-101	5'42"-107	6'02"-113	6'22"-119	6'42"-126	7'02"-132	7'22"-138	7'42"-144
5'23"-101	5'43"-107	6'03"-113	6'23"-120	6'43"-126	7'03"-132	7'23"-138	7'43"-145
5'24"-101	5'44"-107	6'04"-114	6'24"-120	6'44"-126	7'04"-132	7'24"-139	7'44"-145
5'25"-102	5'45"-108	6'05"-114	6'25"-120	6'45"-127	7'05"-133	7'25"-139	7'45"-145
5'26"-102	5'46"-108	6'06"-114	6'26"-121	6'46"-127	7'06"-133	7'26"-139	7'46"-146
5'27"-102	5'47"-108	6'07"-115	6'27"-121	6'47"-127	7'07"-133	7'27"-140	7'47"-146
5'28"-102	5'48"-109	6'08"-115	6'28"-121	6'48"-127	7'08"-134	7'28"-140	7'48"-146
5'29"-103	5'49"-109	6'09"-115	6'29"-122	6'49"-128	7'09"-134	7'29"-140	7'49"-147
5'30"-103	5'50"-109	6'10"-116	6'30"-122	6'50"-128	7'10"-134	7'30"-141	7'50"-147
5'31"-103	5'51"-110	6'11"-116	6'31"-122	6'51"-128	7'11"-135	7'31"-141	7'51"-147
5'32"-104	5'52"-110	6'12"-116	6'32"-122	6'52"-129	7'12"-135	7'32"-141	7'52"-147
5'33"-104	5'53"-110	6'13"-117	6'33"-123	6'53"-129	7'13"-135	7'33"-142	7'53"-148
5'34"-104	5'54"-111	6'14"-117	6'34"-123	6'54"-129	7'14"-136	7'34"-142	7'54"-148
5'35"-105	5'55"-111	6'15"-117	6'35"-123	6'55"-130	7'15"-136	7'35"-142	7'55"-148
5'36"-105	5'56"-111	6'16"-117	6'36"-124	6'56"-130	7'16"-136	7'36"-142	7'56"-149
5'37"-105	5'57"-112	6'17"-118	6'37"-124	6'57"-130	7'17"-137	7'37"-143	7'57"-149
5'38"-106	5'58"-112	6'18"-118	6'38"-124	6'58"-131	7'18"-137	7'38"-143	7'58"-149
5'39"-106	5'59"-112	6'19"-118	6'39"-125	6'59"-131	7'19"-137	7'39"-143	7'59"-150
5'40"-106	6'00"-112	6'20"-119	6'40"-125	7'00"-131	7'20"-137	7'40"-144	8'00"-150

SPEED TABLE MILES PER HOUR

Time per Mile	Miles per Hour	Time per Mile	Miles per Hour	Time per Mile	Miles per Hour
30"	120.	51"	70.6	1 '12"	50.
31"	116.1	52"	69.2	1 '15"	48.
32"	112.5	53"	67.9	1 '20"	45.
33"	109.1	54"	66.6	1 '25"	42.3
34"	105.9	55"	65.4	1 '30"	40.
35"	102.9	56"	64.2	1 '35"	37.9
36"	100.	57"	63.1	1 '40"	36.
37"	97.3	58"	62.	1 '45"	34.3
38"	94.7	59"	61.	1 '50"	32.7
39"	92.3	1 '	60.	1 '55"	31.3
40"	90.	1 ' 1"	59.	2 '	30.
41"	87.8	1 ' 2"	58.	2 '15"	26.6
42"	85.7	1 ' 3"	57.1	2 '30"	24.
43"	83.7	1 ' 4"	56.2	2 '45"	21.8
44"	81.8	1 ' 5"	55.3	3 '	20.
45"	80.	1 ' 6"	54.5	3 '30"	17.1
46"	78.3	1 ' 7"	53.7	4 '	15.
47"	76.6	1 ' 8"	52.9	5 '	12.
48"	75.	1 ' 9"	52.1	6 '	10.
49"	73.5	1 '10"	51.4	7 '	8.6
50"	72.	1 '11"	50.7	8 '	7.5
				10 '	6.