

GULF COAST LINES

AGREEMENT

Between

The St. Louis, Brownsville & Mexico Railway

Company

and the

CONDUCTORS



Effective October 1, 1924

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The following rates of pay, rules and regulations will govern Conductors employed by the St. Louis, Brownsville & Mexico Railway Company, and all leased or operated lines that may be controlled by the Gulf Coast Lines as a part of this system in the future, effective October 1st, 1924:

ARTICLE 1.

Passenger Service.

Section (a).

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

Rates of
Pay

Class—	Per Mile	Per Day	Per Month
Conductors0447	\$6.70	\$201.15

Section (b).

When the monthly earnings of regular assigned passenger Conductors from daily guarantee, mileage, overtime, and other rules do not produce the average amount of \$7.00 per day, they will be paid for each day's service performed, \$7.00.

Guarantee

When extra men fill vacancies in regular positions they take conditions of the regular positions. Service performed by extra men in filling places of regular men will not be paid less than the daily earning minima for each day's service performed.

NOTE: All adjustments account of average daily earnings guarantee to be made on second period payrolls each month, and shown as a separate item.

Section (c).

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

Passenger day begins at the time of reporting for duty for initial trip. Daily rates obtain until miles made at the mileage rate exceed the daily minimum.

Road overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth ($\frac{1}{8}$) the daily rate provided for in Section A of this Article.

Section (d).

Road time will begin when the Conductor is required to report for duty; initial overtime will begin when train is due to leave. If initial overtime is paid, road time will start thirty (30) minutes before train leaves terminal. If terminal overtime is paid, road time ceases when terminal time begins.

Section (e).

So long as the present Passenger Service is operated, there will be six crews assigned between Houston and Kingsville; three crews between Kingsville and Brownsville, and two on the Hidalgo Branch.

Section (f).

Passenger Brakemen and Porters will be assigned in Passenger Service with each Conductor.

Section (g).

Train Auditors or Collectors will not be allowed to select runs for the purpose of

giving them the opportunity to make large returns, nor will they be allowed to surrender or take charge of transportation between terminals of runs.

Section (h).

Conductors on short turn-around passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, shall be paid overtime for all time actually on duty, or held for duty, in excess of eight (8) hours (computed on each run from the time required to report for duty to the end of that run) within ten (10) consecutive hours; and also for all time in excess of ten (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 (1) hour. This rule applies regardless of mileage made. For calculating overtime under this rule the Management may designate the initial trip.

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

Example.

1. A passenger crew is in short turn-around service, making several turns from 7:00 A.M. to 5:00 P.M., and is relieved 61 minutes at some period during the day. THIS 61 MINUTES IS DEDUCTED FROM THE 10 HOURS, AND CREW IS ENTITLED TO 59 MINUTES OVERTIME.

2. A passenger crew is in short turn-around service from 8:00 A.M. to 8:00 P.M.,

Short
Turn-Around
Passenger
Service

Passenger
Overtime

Basic Day

Road Time
Begins

Crews
Assigned

Passenger
Brakemen
and Porters

Train
Auditors and
Collectors

is relieved during this period several times for a few minutes, 10, 15, 25, and in one case 59 minutes; but, due to the fact that they were not relieved over one hour in any one period, continuous time is allowed, and crew is entitled to four (4) hours overtime.

3. A crew is in short turn-around passenger service. The day begins at 6:00 A.M., crew is relieved at 9:00 A.M., again goes on duty at 3:00 P.M., and is finally released at 8:00 P.M. THE CREW IS ON DUTY OR HELD FOR DUTY 4 HOURS IN THE FIRST CONSECUTIVE 10 HOURS BETWEEN 6:00 A.M. TO 4:00 P.M., THEREFORE NO OVERTIME ACCRUES UNDER THE 8-HOUR PROVISION; IS ENTITLED TO 4 HOURS OVERTIME FOR THE PERIOD FROM 4:00 P.M. TO 8 P.M.

4. For some reason on a given day this crew is kept on duty in its regular assignment from 6:00 A.M. to 2:30 P.M., and goes on duty at 3:31 P.M., finally released at 8:05 P.M. THIS CREW HAS MADE 8 HOURS 59 MINUTES, OR 59 MINUTES OVERTIME IN THE FIRST 10 CONSECUTIVE HOURS; IN ADDITION TO THIS HAS MADE 4 HOURS 5 MINUTES OVERTIME AFTER THE EXPIRATION OF THE FIRST 10 HOURS (4:00 O'CLOCK) OR A TOTAL OF 59 MINUTES PLUS 4 HOURS 5 MINUTES, EQUALING 5 HOURS 4 MINUTES OVERTIME FOR THE TRIP.

Section (i).

Where extra equipment or trailer is used in motor car service a Brakeman will be furnished.

Section (j).

Regularly assigned passenger Conductors who are ready for service the entire month and who do not lay off of their own accord shall receive the monthly guarantee provided for in Section (a) of Article 1.

Extra service may be required sufficient to make up these guarantees, and may be made between regular trips; may be made

on lay-off days; or may be made before or after completion of the trip. If extra service is made between trips which go to make up a day's assignment, such extra service will be paid for on the basis of miles or hours, whichever is the greater, with a minimum of 1 hour. Extra service before or after the completion of a day's work will pay not less than the minimum day.

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

Section (k).

When a regularly assigned Passenger Conductor lays off of his own accord or is held out of service, the extra man will receive the same compensation the regular man would have received, and the amount paid the extra man, or men, will be deducted from the amount the regular man would have received had he remained in service, the sum of the payments to the man, or men, who may be used on the run equaling the monthly guarantee.

Section (l).

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

Passenger
Guarantee
Extra Man

Reduction
of Crews

Extra
Equipment
Motor Car
Service

Passenger
Guarantee

Make-up
Guarantee

not to be construed as "increase in mileage" within the meaning of this Article. (This rule is not to apply to Branch Line Runs.)

Section (m).

For the purpose of avoiding payment of excess overtime on turn-around runs in passenger service when any part or leg thereof is over 80 miles, the railroads will be privileged to rearrange runs, combine pools or sets of runs, and may establish interdivisional runs, excepting when this may be prohibited by provisions of existing agreements, such runs to be paid for in accordance with the mileage schedules of this rule, but in no case less than the combination of trip rates in effect at the date of this rule.

Section (n).

Effective October 1st, 1924, men in extra passenger service on Homeseeker Trains, where held away from home terminal without performing any service for 24-hour period will be allowed one minimum day of 150 miles, at the mileage rate of .0447 cents, for each 24-hour period so held. Conductors so held and so paid may be used, without extra compensation, to look out for and care for watering of Homeseeker cars stationed at points on line.

Section (o).

Where special trains are run, such as directors' specials and other inspection trains over line, special trains of Lodge Members, etc., the Management is privileged to select from the ranks any Conductor in the service to meet the conditions of the special service being performed, and where special moves over line, tying up at different points on the railroad, Conductors will be allowed not less than a minimum day for each move from tie-up point to tie-up point.

Terminal rules and held for service rules will not apply in this service.

ARTICLE 2.

Through Freight Service.

Section (a).

Conductors shall be paid at the rate of \$6.16 per 100 miles for 3000 miles per month; overtime to be computed on speed basis of twelve and one-half (12½) miles per hour, and will be paid at the rate of \$1.15 per hour. One hundred (100) miles or less, eight (8) hours or less, to constitute a day's work.

Section (b).

When it is necessary to run extra crews on any division temporarily, they will be run first in, first out, with other crews in the same class of service not assigned to regular runs, and they will receive their pro rata of the guarantee. In periods of 24 hours, or fraction thereof, beginning at the time the crew is called to leave Kingsville and ending at the time released of the assignment.

Example.

A crew is called to leave Kingsville at 4:00 P. M., August 15th, on a trip Kingsville to Vanderbilt and return, arriving at Kingsville at 10:00 P. M., August 17th. THE CONDUCTOR WOULD BE ENTITLED TO A GUARANTEE FOR THREE (3) DAYS, OR THREE HUNDRED (300) MILES. IN OTHER WORDS, HE WILL BE ALLOWED ONE HUNDRED (100) MILES PER DAY FOR THE PERIOD COVERED BY HIS ASSIGNMENT.

Section (c).

Conductors in pooled freight and unassigned service held at other than home terminal will be paid continuously for all time so held after the expiration of 16 hours, from the time relieved from previous duty, at regular rate per hour paid them for 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 end of

Rate of
Pay and
Guarantee
Through
Freight

Extra
Crews
Assigned

Held Away
from Home
Terminal

Rearrange
Runs

Lay-over
Days

Special
Trains

24-hour period, and similarly for each 24-hour period thereafter. Should a Conductor 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 for overtime will not be so applied as to increase the rates paid for the time growing out of "Held away from home terminal" rule. For the purpose of applying this rule, the railroad will designate the home terminal for each crew in pooled freight or unassigned service.

Section (d).

It is agreed that a Conductor assigned to a crew will be regarded as a regular man, and will hold such crew until it is pulled off, or he is relieved by an older man; it being understood that the oldest extra Conductor available will be assigned to the run.

Section (e).

There will be sufficient crews assigned on each division to protect the business in each class of service.

Section (f).

Freight trains running as a section of a passenger train will be paid through freight rates. Light engines run as a section of passenger train, passenger rates will apply.

Section (g).

Conductors in pool or irregular freight service may be called to make short trips and 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, and (2) that the Conductors shall not be required to begin work on a succeeding trip out of the initial terminal after having been on duty eight (8) consecutive hours, except as

a new day, subject to first-in, first-out rule or practice.

Section (h).

Local rates will apply when through freight trains are required to load or unload freight to or from local package cars, the performance of station, team track, or industrial switching, cutting in, or spotting cars (cars re-spotted not to be considered).

Through freight trains will handle all cars out of terminals for junction points and interchanges; will pick up all cars at junction points and interchanges and move to junction points or interchanges, or through to terminals, performing whatever switching is required; will pick up cars at other stations, that go through to terminal, or will set out cars that move out of terminal, if not more than one switch on any one track is required. Through freight rates will apply, live stock and perishables excepted. Will place to platform regular assigned package cars when this can be done without cutting in cars.

Section (i).

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

Short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point and return, account engine failure, running for fuel or water, running for wreck car or carmen, or on account of derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

Local Rate
Applies
Through
Freight

Through
Freight
Work

Emergency
Side or
Lap Back
Trips

Assignment
for
Extra Man

Crews
Assigned

Rate of
Pay

Short
Turn-Around
Trips
Freight
Service

ARTICLE 3.

Local and Mixed Train Service.

Section (a).

Conductors in local and mixed train service will be paid at the rate of \$7.13 per day, 100 miles or less, 8 hours or less will constitute a day's work. All time in excess of 8 hours will be paid for as overtime at the rate of \$1.335 per hour.

Section (b).

Regularly assigned way freight, wreck, work and construction Conductors 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, or 8 hours, for each calendar working day, exclusive of overtime (this to include legal holidays.) If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

Section (c).

Crews may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

Section (d).

When two local crews or less are used on Sundays they will be paid for such service in addition to the monthly guarantee.

Section (e).

When a regular local run has a week-day lay-over, the guarantee day, if the crew is not used in local service, will be paid to the Conductor making the last trip previous to the lay-over day.

Section (f).

On runs of 100 miles or less, overtime will begin at the expiration of 8 hours. On runs of over 100 miles, overtime will begin when time on duty exceeds the miles divided by

12½. Overtime shall be paid for on the minute basis at the rate of 3/16 of the daily rate per hour.

Section (g).

Conductors 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. Overtime basis for the rate paid will apply for the entire trip.

Section (h).

When auxiliary switching is established in addition to local service, no terminal delay time or switching time will be allowed on switcher; local rates to apply. It is agreed in establishing switching service that no change will be made in terminal rules or in regular established runs.

Section (i).

It is understood and mutually agreed that the Mission-Sam Fordyce Run as now in effect, being required to do station switching at Mission, will be placed on a straight 8-hour basis. Initial overtime and final terminal switching and delayed time is to be eliminated and Conductor assigned to this run will be paid overtime at the rate of time and one-half after having been on duty 8 consecutive hours.

Section (j).

It is understood and mutually agreed that the Edinburg Branch run as now in effect, crew being required to make up train and perform station switching at Edinburg, will be placed on a straight 8-hour basis. Initial switching and final terminal switching and delayed time is to be eliminated, and Conductor assigned to this run will be paid overtime at the rate of time and one-half after having been on duty 8 consecutive hours.

Two Classes
of Service
Performed

Auxiliary
Switching

Mission-
Sam Fordyce
Run

Edinburg
Branch
Run

Rates of
Pay, Local
and Mixed

Guarantee

Make-Up
Guarantee

Overtime and
Extra Trips

Used on
Lay-over
Day

Overtime

ARTICLE 4.

Work Train Service

Section (a).

Rate of
Pay

Conductors in work or construction train service will be paid at the rate of \$7.06 per 100 miles or less; 8 hours or less to constitute a day's work. Overtime will be paid for on the minute basis at the rate of 3/16 the daily rate of pay per hour, or \$1.325.

Section (b).

Guarantee

Conductors regularly assigned to way freight, work or construction service, who are ready for service the entire month, and who do not lay off on their own accord, will be paid guarantee not less than 100 miles, or 8 hours, for each calendar working day, exclusive of overtime (this to include legal holidays). If, through act of Providence, it is impossible to perform regular service, guarantee does not apply.

Section (c).

Make-Up
Guarantee

Crews may also be used in any other service to complete guarantee when for any reason regular assignment is discontinued, but such service shall be paid for at schedule rates unless earnings from such rates would be less per day than would have been earned in regular assignment.

Section (d).

Hauling
Company
Material

On runs hauling company material, or returning with empty cars where no work trains service is performed, through freight rates will apply. Regular work trains go under the Bulletin Rule.

Section (e).

Used on
Sundays

When practicable to avoid it, work train Conductors will not be used on Sundays, and will not be required to remain within calling limits Sundays, unless notified before tied up Saturdays. If so held, and not used, they will be paid one day at the regular rate, and if used, will be paid at the rate applying to the class of service performed.

ARTICLE 5.

Circus Trains

When show trains are moved from terminal to terminal or other points without switching, they will be classed as through freight service. If required to be spotted for loading or unloading or picked up where switching is required, local rates according to Article (3) will apply for the service.

ARTICLE 6.

Military Train Service.

Section (a).

Agreed that the following will be the fixed terminals for crews of strictly Military trains handling men and necessary supplies and equipment accompanying same: Houston, Kingsville, Brownsville, Harlingen, Mission, Sam Fordyce and the ends of all other existing branch lines.

Terminals
for Military
Trains

Section (b).

South of Kingsville, crews of strictly Military trains, destined to Brownsville or Sam Fordyce, will not be regarded as having run through Harlingen or Mission terminals, through freight rates to apply.

Through
Freight
Rates
Apply

Section (c).

In case there should be commercial or company freight in strictly Military trains, as above defined, when they arrive at any of the regular established through freight terminals, they will be regarded as in regular through freight service and handled accordingly.

Handle
Commercial
Freight

Example on Troop Train Movement:

1. Troop train destined to Harlingen will pay one hundred (100) miles to Harlingen terminal overtime, and one hundred (100) miles to Brownsville, Mission and Kingsville, on new trip, whether tied up at Harlingen or not.

2. Troop trains destined to Mission, unloaded Mission, terminal overtime, and afterwards run to Sam Fordyce and return to

Kingsville through freight service one hundred (100) miles, Mission to Sam Fordyce and return to Mission and begin new trip to Kingsville with terminal overtime at Mission.

3. Troop train destined to Sam Fordyce, unload, terminal overtime and begin a new trip on return to a regular terminal or minimum of one hundred (100) miles for trip to a regular established terminal in through freight service.

4. Leaving Mission or Brownsville light on deadhead equipment to load troops at any point, including Harlingen, will be a continuous trip, miles and hour basis, and extra for bedding cars and loading stock.

5. Kingsville to Harlingen with equipment to load troops at Harlingen for north on continuous miles and hour basis, no tie-up point.

6. Kingsville to Harlingen with troop train to unload and load a troop train for north, pay one hundred (100) miles on each trip and terminal for time at Harlingen unless tied up.

7. Troop train unloading at San Benito will run to Brownsville or Kingsville on continuous miles and hour basis; also, those designated to points between Harlingen and Mission will run to Mission or return to Kingsville or Brownsville, same basis.

8. Troop trains Houston to Kingsville with commercial freight or company material, the Conductor available at Vanderbilt will be paid run-around, and should change crews and receive terminal overtime at Vanderbilt, through freight rates.

ARTICLE 7. Terminal Rules.

Section (a).

Houston, Kingsville and Brownsville are fixed terminals for passenger trains. Houston, Vanderbilt, Kingsville and Brownsville

are fixed terminals for freight trains. No intermediate points will be designated as terminals except as covered by Bulletin.

Section (b).

When terminals for short, or turn-around, passenger runs are established by Bulletin for regular runs at intermediate points, they will be established at the end of the division where the work begins or ends, and not at another point.

Section (c).

When crew in freight service is run through their terminal for any other purpose than for oil, water, repairs to engine, or to turn, a minimum of 100 miles will be allowed for the extra trip to the next terminal and a minimum of 100 miles from the terminal to their terminal when they return.

Section (d).

When Conductor runs light for repairs to his engine, oil, water, or to turn, a continuous trip in connection with regular trip, he will be paid miles or hours, whichever is the greater, for the trip, regardless of where he goes. However, if he is called after he has been relieved at his terminal and is relieved at another terminal or is required to handle cars on either trip to or from his regular tie-up point, a new trip will start and Conductor will be paid a minimum of 100 miles to the terminal. Strictly work trains excepted.

Section (e).

It is agreed that the ends of all existing branch lines (except Hidalgo branch) will be fixed terminals for all except regular assigned service.

Agreed that Mission will be fixed terminal for all except strictly Military trains service and crews regularly assigned between Sam Fordyce and any other fixed terminal.

Section (f).

Homeseeker and other special passenger trains running to branch points will be covered by Branch terminal rules.

Terminals
for Short
Turn-Around
Runs

Crews Run
Through
Terminals

Running for
Repairs, Oil
or Water

Branch Line
Terminals

Branch
Terminal
Rules Apply

Fixed
Terminals

**Yard Crews
Used Road
Service**

Section (g).

When yard crews are run out of yard limits for service, the Conductor who should have been called will be considered as having been run-around.

Yard Work

Section (h).

Conductors will not be required to protect yard service.

ARTICLE 8.

Time Begins

Section (a).

Road time for Conductors in all classes of service will begin at the time they are required by company rules to report for duty, and will end at the time they are relieved from duty at the end of the run or day.

**Terminal
Overtime**

Section (b).

No initial terminal overtime will be paid. Switching at initial terminal will be paid pro rata and final terminal and delayed time at final terminal will be paid for on the actual minute basis at the rate of 3/16 the daily rate of pay per hour.

**Overtime
Minute Basis**

Section (c).

Overtime in all classes of service will be paid on the actual minute basis.

ARTICLE 9.

**Interrupted
Trip**

Section (a).

Except as otherwise provided, when it is necessary to turn a crew back over territory previously covered in the trip between terminals on the division, a minimum of 50 miles, or 4 hours, will be allowed. If over 50 miles or over 4 hours, 100 miles will be allowed. Time over 8 hours or 100 miles, pro rata.

Special.

On Homeseeker trains Kingsville to Mission side trip, to San Benito and return, 50 miles interrupted trip, but if required to go to Brownsville and return, a new trip will start.

Section (b).

Except as otherwise provided, when crews are run off their assigned territory they will be paid 100 miles in addition to the time made on assigned division.

Section (c).

When the interrupted trip causes the Conductor to touch a terminal a new trip will begin when he starts out, except where he is going light to turn engine or to take oil and water, or repairs to engine; in such case, miles or hours (whichever is the greater) will be paid for trip on continuous basis.

Section (d).

If released at terminal to wait for repairs, or for any cause, a new trip will begin when he starts out or if he is called after he has been released to go with engine for repairs, oil, water, or to turn engine, a new trip with a minimum of 100 miles will be paid.

ARTICLE 10.

Section (a).

All crews shall be called at terminals. Calling limits not to exceed one mile. Caller shall be provided with a book in which the men called shall enter their names and time called. Such call not to exceed one hour and thirty minutes (1'30'') or less than one (1) hour before the time required to go on duty.

Section (b).

If a regular Conductor cannot be found to accept a call, he will not be used until his crew returns. If an extra Conductor cannot be found to accept a call, he will not be used in any class of service until the expiration of 24 hours from the time ordered in the call.

ARTICLE 11.

In all cases where Conductors are called for service and released they will be paid one-half day's pay for the class of service for which called, and stand same as before call.

**Run Off
Assigned
Territory**

**Touching
Terminals**

**Released at
Terminals**

**Calling
Crews**

**Not Found
to Accept
Call**

**Called and
Released**

ARTICLE 12.

Section (a).

All freight crews on their respective divisions not assigned to regular service shall be run first in, first out. This not to apply to the Extra Board.

Section (b).

Conductors will be given lay-over day at home terminal so far as the exigencies of traffic will permit, and shall be given 10 hours, and at terminals away from home will be given 8 hours, if possible, not to interfere with crew on account of wrecks or washouts.

Section (c).

All engines running light and trains from foreign lines will be piloted by Conductor in road service, if Conductor is available; through freight rates to apply.

Section (d).

When conductors are short as much as \$10.00 in pay, such Conductor will receive a voucher (or time check) to cover the same when discovered, if requested.

Section (e).

Conductors will not be required to weigh cars at intermediate stations that may be weighed at Brownsville, Kingsville, Vanderbilt or Houston.

Section (f).

Conductors will not be required to take train orders over telephone.

Section (g).

Conductor who has runs that lays away from home Sundays or week day, will be furnished transportation and allowed to go home on lay-over day. If held for service and not used, will be paid for the time at regular rates, according to the assignment.

ARTICLE 13.

Section (a).

Kingsville will be considered a home terminal for all extra Conductors, and the men will be used according to seniority from the extra list kept at the office of the Superintendent. No extra Conductor will be used outside of Kingsville when it is possible to send a Conductor from Kingsville for the service. When a vacancy occurs on any part of the road, provided that, it is the object to use the senior Conductor available.

Section (b).

It will be the duty of all Conductors to give the Superintendent advance notice before laying off or reporting for duty. If a senior Conductor reports for duty away from Kingsville, by wire or in person, after a junior Conductor has been called to protect a run, such Conductor will be allowed to make at least one trip before he can be displaced by senior Conductor.

Section (c).

All regular, mixed runs, all passenger trains carrying passengers, handling exclusive passenger equipment (except in cases of emergency a freight car should be required to take the place of a baggage car to carry the passengers' equipment) both regular and extra, and all troop trains through from Houston to Kingsville, and from Kingsville to Houston and Alcoa, as described in agreement to cover troop train movement (Article 6), will be classed as preferred service.

Section (d).

When Conductors lay off (except in case of Committee Work, or by arrangement between two Conductors that does not affect a third Conductor) he shall lay off and take the run at home terminal. This rule shall apply where Conductor is claiming seniority.

Home
Terminal

Laying Off
or Reporting
for Duty

Preferred
Service

Lay-Off at
Home
Terminals

Section (e).

All regular crews in freight service will be furnished regular caboose, and they will be equipped with stoves, cushions and lockers, and have separate compartment for the Conductor, with a writing desk, wash basin, locker, chair and cushion, and will furnish fuel when needed to heat car.

Section (f).

If a regular conductor lays off, he shall not be available for service until his crew makes at least one round trip, except in cases of committeemen off on committee work.

Section (g).

When an extra Conductor lays off, he will not be available for service until after 24 hours from the time he lays off. Only the extra Passenger Conductors will waive freight work to be held for preferred service.

Section (h).

Freight Conductors shall be allowed regular freight rates for handling passenger trains or passenger equipment and regular or extra Freight Conductors, who are not extra Passenger Conductors, shall not receive less than they would have earned had they remained in Freight Service.

Section (i).

An extra Passenger Conductor handling passenger equipment going to or returning from passenger service at passenger rates of pay, will be allowed to run through Vanderbilt regardless of other crews.

Section (j).

All Freight Conductors, who are not extra Passenger Conductors, handling deadhead passenger equipment that pay freight pay will not be allowed to run through a freight terminal if another Conductor has had his rest on that division, except in cases where Conductor is running with one coach or a baggage car for buffer, to be used in preferred service.

Section (k).

Regular Conductor will not do extra running in same class of service to which he is assigned when extra Conductor is available.

Section (l).

Conductors must be either available for service or laying off, and when available he must accept a call for service according to seniority as it appears, and will not be allowed to select runs in the class of service for which he is available.

Section (m).

When a regular Conductor lays off, the oldest Conductor on the same extra list not assigned to another crew in the same class of service will be called for the crew, and will protect the run until the regular man returns, or until relieved by an older man who is available according to seniority rules, who will be called for the run when it leaves home terminal.

Section (n).

When a Conductor is displaced from his regular assigned run by a senior Conductor, he shall select another regular run according to seniority within 7 days, or forfeit all regular runs until they become vacant and go on extra list. This does not apply where a Conductor is laying off at the time his run is selected by a senior Conductor.

Section (o).

When an extra Conductor is placed on a run, he will remain on the run until the regular man returns, or is displaced by an older extra man. The Conductor aggrieved under this Article shall be paid full time for its violation.

Section (p).

The oldest Conductor, both passenger and freight, shall do all the extra running.

Not Do
Extra
Running

Available
for Service

Oldest
Extra
Conductor
Will Hold
Run

Selecting
Runs

Extra
Conductor
Displaced

Extra
Running

Regular Man
Not Do
Extra Work

Section (q).

No regular Conductor shall double out in the place of a regular Conductor when an extra Conductor is available. This applies to all runs.

Extra
Passenger
Conductors

Section (r).

There will be six regular extra Passenger Conductors designated to do the extra passenger work who will be the six oldest Conductors next in rank to the regular Passenger Conductors.

Oldest
Conductor
Available

Section (s).

When a Conductor is ordered for preferred service, either regular or extra run, the oldest Conductor available will be used. This applies to both regular and extra Freight Conductors and extra Passenger Conductors.

Return to
Run

Section (t).

When a Conductor has been assigned to a run by seniority rules and lays off, he will be sent back to the same run when he reports for duty, unless the regular man, or a senior extra Conductor, is on the run when he reports for duty, or is used in higher class of service, before he can get back on run.

Returning
From
Preferred
Service

Section (u).

Conductors who are run away from home territory on preferred service will not be used in freight service when it interferes with other freight service, and in no event, except in case of emergency, except that they may be run back to home terminal with engine and what cars they want to give them without affecting the other crews on either division.

ARTICLE 14.

Deadheading.

Deadheading

Conductors required to deadhead on passenger will be paid .0447 per mile, on freight trains .0616 per mile. Deadheading will not be paid for the exercising of seniority rights

or relieving Conductor laying off or on leave of absence, but will be paid deadheading for relieving Conductors on account of bona fide sickness of Conductor or immediate family.

When two crews are called, one to deadhead with their cabooses, the first crew out will deadhead and, if required, will go with their caboose and will be first out on arrival at the end of the run. Second crew will run the train. This applies to crew in the same pooled service.

NOTE: Conductors exercising seniority will not be paid deadhead mileage back to home terminal.

NOTE: It is understood that immediate family means wife and children.

ARTICLE 15.

Actual time shall be allowed for any switching or local work performed in foreign yards, regular transfers excepted, this time to be deducted in computing road overtime.

Foreign
Yards

ARTICLE 16.

Conductors held as witnesses for this company shall be paid for actual time lost and all necessary expenses. When used on layover days, they shall be paid regular pay for their class of service. The company to be entitled to all mileage and fees. Extra Conductors will be paid 100 miles at through freight rates for each days attendance at Court.

Attend
Court

ARTICLE 17.

In the event of there being a surplus of Conductors the oldest in the service shall have the preference of employment.

Surplus of
Conductors

ARTICLE 18.

Conductors shall not be held responsible for cut journals or flat wheels, when it can be shown that proper attention has been given them by the crew.

Cut
Journals

ARTICLE 19.

All Passenger Conductors on this line shall be promoted from the ranks of Freight Conductors. In making promotions, seniority of service will be considered; in other words, those longest in service will be given preference, all things being equal, and they have had proper experience and are considered competent. Whenever a reduction of regular forces becomes necessary, the company shall retain those who have been longest in service. If a Conductor feels that an injustice has been done him under this rule, he shall have the right of appeal.

ARTICLE 20.

Whenever a Conductor leaves the service of this company, he shall be given a letter showing time of service and capacity in which employed, and cause of leaving the service. Said letter to bear office stamp and signature of official authorized to issue same.

ARTICLE 21.

Discharged or Disciplined.

Section (a).

Conductors shall not be discharged or otherwise disciplined without sufficient cause. In case a Conductor believes he has been unjustly discharged or disciplined, he shall have the right within 10 days to make a complaint in writing, and shall, upon request of himself or a committee of Conductors, be granted a hearing within 10 days by the proper officials. If dissatisfied with the decision of said officials, appeal may be made to higher authority. In case he has been unjustly discharged, he shall be reinstated and paid for the time lost; if otherwise disciplined unjustly, it shall be corrected.

Section (b).

When a Conductor is held off for investigation he will be paid for time lost, unless found guilty as charged, and no Conductor

will be taken out of service for any offence until the Company is ready to hold an investigation.

Section (c).

In no case will a Conductor be reinstated who has been discharged longer than six months, who has not taken the question up in regular form as agreed to in agreement without the consent of the Conductors' Committee.

ARTICLE 22.

Section (a).

In the employment of Conductors in the service of this company, none but sober, reliable, competent and experienced men or at least two years' experience in train service shall be employed. All such Conductors will be directly responsible to and subject to the orders and control of the officers at the head of their respective departments.

Section (b).

Conductors employed will be notified within a period of sixty days if his application is rejected, and will give him a reason for rejecting his application, and give him a reasonable time to adjust the trouble that caused the application to be rejected. If not notified within a period of sixty days after he enters the service, his application will not be rejected and his name will be retained on the Seniority List.

Section (c).

Seniority of a Conductor will begin at the time he enters the service, provided no other Conductor has previously been employed and is at that time learning the road, or is taking the necessary examination as required by the company or the Santa Fe. Should a dispute arise between two Conductors it will be settled between Conductors involved and a Committee of Conductors.

Reinstatement

Qualifications
of Conductor

Applications
Approved

Seniority
Begins

Service
Letters

Discharge
and
Discipline

Pay for
Time Lost

Unsatisfactory
Brakemen

ARTICLE 23.

Conductors have the right to object to Brakemen for just causes, and such objections shall be specified in writing, and when substantiated by facts they will be furnished with other men.

Handle
Train Without
Full Crews

ARTICLE 24.

Conductors shall not be required to take out regular trains without full crews, and none but qualified Conductors shall be permitted to run trains. Passenger crews shall not be required to do freight switching or construction work.

Seniority
Continues

ARTICLE 25.

Section (a).

When a Conductor accepts an official position, he shall retain his seniority as Conductor as long as he holds the official position with this Company.

Leave of
Absence

Section (b).

The Superintendent will consider with the Committee any application of a regular Conductor for leave of absence of one (1) year or less, and if the reasons presented by the applicant are sufficient to both, the leave of absence will be granted, if the Conductor can be conveniently spared from the service of the Company at the time such application is made.

Extend
Leave of
Absence

Section (c).

If the business of the Company will justify it, leave of absence may be extended to extra Conductors in periods of 60 days at a time, without such extra Conductors reporting for duty at the end of each 60 days' period.

Furnish
Transportation

Section (d).

Transportation will be furnished for Conductors and their dependent families on the system and will request transportation on foreign lines as long as the request does not conflict with the laws. The Superin-

tendent is authorized to furnish transportation to Conductors looking for employment so long as the law is complied with.

Section (e).

Seniority will continue if Conductors comply with the agreement. The extra board will not be cut.

Cut Extra
Board

Section (f).

Conductors engaged in committee work will retain seniority while in such service.

Committee
Work

ARTICLE 26.

A reasonable time for meals, not exceeding 30 minutes, shall be allowed Conductors in freight service at designated meal stations on each division, to be arranged by the proper authority, the Dispatcher to be notified a reasonable time in advance of stopping for meals.

Time for
Meals

ARTICLE 27.

When Conductors are transferred from one point to another on order from their superior officer, the Company shall furnish transportation for themselves, their families and household goods.

Transferred

ARTICLE 28.

The company shall furnish chairman at the end of each year with official seniority list of all Conductors in service.

Seniority
List

ARTICLE 29.

Conductors shall not be required to pay for supplies used in the discharge of their respective duties, or be liable for any other charge, excepting for switch keys and one white hand lantern, and charges for them shall be limited to \$1.00 each, such amount to be refunded at the termination of service, upon the return to the Company of the property.

Pay for
Supplies

ARTICLE 30.

Bulletin
Runs

All new runs or vacancies will be advertised for 7 days on Bulletin Board, and the oldest man on the Division making application for such vacant run shall be assigned to it. When terminals of established runs are changed, lay-overs disturbed, pay or mileage increased or decreased, or runs changed from day to night, or night to day, they will be advertised under this rule.

ARTICLE 31.

Seniority
District

In the assignment of Conductors to runs, it is understood that the St. Louis, Brownsville & Mexico Railway Company shall comprise one seniority district.

ARTICLE 32.

Full Crews
Consist of

All local crews will consist of Conductor and three Brakemen, on the main line. All mixed train crews shall consist of a Conductor and two Brakemen; all through freight trains shall consist of a Conductor and two Brakemen. Trains 3 and 4 shall consist of a Conductor and two Brakemen; trains 1 and 2 between Houston and Bay City shall consist of a Conductor and two Brakemen, and trains 1 and 2 between Bay City and Brownsville shall consist of a Conductor and one Brakeman, except during vegetable season two Brakemen will be furnished when refrigerator cars are handled.

All Branch Line passenger trains required to handle freight cars will have two Brakemen.

ARTICLE 33.

Passenger
Handle
Freight

Passenger trains that are required to handle one or more freight cars, Conductors will be allowed full through freight rates for miles made, with freight cars in train, and full passenger rates for miles made without freight cars in train.

ARTICLE 34.

Load Cotton
and
Merchandise

Local crews shall not be required to load more than 8 bales of cotton at any one station, nor shall they be required to load or

unload more than 5000 pounds of freight from one car where there is an agent.

ARTICLE 35.

Station
Switching

Local train crews shall be required to do all necessary switching at stations. Switch list shall be furnished by the Agent immediately on arrival at stations. The switch list to designate where cars are to be found and left. If loads or empties are to be moved, contents and destination are to be shown on list.

ARTICLE 36.

Skids shall be furnished at all stations for loading and unloading freight.

Skids

ARTICLE 37.

No Conductor shall be required to be or remain on duty for a longer period than 16 consecutive hours, and whenever any such Conductor shall have been continuously on duty for 16 hours, he shall be relieved and not required nor permitted again to go on duty until he has had at least 10 consecutive hours off duty, and no such Conductor who has not had eight consecutive hours' rest before again being called in any 24-hour period shall be required to continue or again go on duty without having such rest.

Rest

Interpretation.

After a Conductor has been on duty 16 hours, if he requests, he will be given rest whether he has exemption or not; if physically unable to perform his duty, it being understood that if he demands 10 hours rest at an intermediate point and the crew is towed or deadheaded away from that point without him, he will not be considered under pay at the end of the rest period. If towed or deadheaded, continuous time will be paid.

ARTICLE 38.

Section (a).

Time Lost

A Conductor losing a trip or a day through no fault of his own shall be paid for all time lost. If line is blocked or cut in two, rule does not apply.

Section (b).

Run-Around

Conductor's run-around will be paid one hundred miles for each run-around.

ARTICLE 39.

Time Not Allowed

When time is not allowed as per time slips the time slip will be corrected and the Conductor notified.

ARTICLE 40.

Switch Engines Making Up Trains.

Section (a).

At terminals where switch engine is located on duty trains will be made up in station order. This rule will also apply when road crews are required to make up their own trains.

Section (b).

Agreed that when necessary to distribute empties a copy of the message shall be given to the Yardmaster or Conductor who makes up the train and they shall be placed in station order with the loads.

ARTICLE 41.

Brakemen's Duties.

Brakemen will be required to assist Conductors to examine cars, seals, inspect trains and open and close car doors.

ARTICLE 42.

Ice

Crews will be furnished a sufficient amount of ice each trip.

ARTICLE 43.

Kingsville-Spohn Stock Turns.

On Kingsville-Spohn Stock Train turn-arounds, crews will be permitted to run to Sinton and return to Kingsville, on a continuous time and mileage basis, it being understood that if the destination of the shipment is changed and the crew in charge handles it beyond Sinton, the crew standing first out at Kingsville shall be considered run-around.

Interpretation.

If any other movement is made with cars, the trip will pay 100 miles each way from Kingsville.

Example.

The crew may take the empty cars to Spohn, load them and deliver to Sinton and return to Kingsville with caboose.

ARTICLE 44.

Should the St. Louis, Brownsville & Mexico Railway Company be absorbed, leased or operated by any other system or railroad company, the Conductors employed at that time on this line will hold their seniority rights over Conductors that may be on that system or railroad company, or any other system or railroad company, that may absorb this line or might be absorbed by this line.

Leased or
Absorbed
Seniority
Rights

ARTICLE 45.

Crews Tied Up Under the Law.

Section (a).

Under the laws limiting the hours of 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.

Section (b).

If road crews are tied up in less number of hours than provided in the preceding paragraph, they shall not be regarded as having been tied up under the law and their services will be paid for under the terms of this agreement.

Section (c).

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

Section (d).

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

Section (e).

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

Section (f).

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

Section (g).

It is understood that crews will be allowed 10 hours' rest at home terminal, if they so desire, except in cases of emergency. In the event of crews refusing to accept call before receiving 10 hours' rest, such refusal shall not bar them from their guarantee.

Home
Terminal
Rest

ARTICLE 46.

Copies of Agreement Furnished.

The Company will furnish a copy of agreement to all Conductors in service. Same is effective October 1st, 1924, and is effective for a period of one (1) year, and there after until 30 days' notice in writing has been given either party to the other, listing changes desired, conferences shall be held immediately upon the expiration of 30 days' notice, unless another date is mutually agreed upon.

For the Company:

W. G. CHOATE,
General Manager.

For the Conductors:

(Signed) J. W. LINDSEY,
General Chairman, O. R. C.

(Signed) W. E. Lewis,
Committeeman,

(Signed) P. L. SMITHERMAN,
Committeeman.