

## AGREEMENT

This agreement made this 11th day of August, 1948, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by, the Eastern, Western, and Southeastern Carriers' Conference Committees, and the employees shown and represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, and SWITCHMEN'S UNION OF NORTH AMERICA through their Conference Committees.

IT IS HEREBY AGREED:

### Section 1 - Minimum Basic Daily Rates for Engineers and Firemen, and Helpers on Other Than Steam Power, in Freight Service.

The minimum rates for engineers and firemen, and helpers on other than steam power, used in all classes of service paying freight rates shall be the rates presently applicable to locomotives weighing 100,000 pounds and less than 140,000 pounds on drivers; and the rates for such service on locomotives weighing 140,000 pounds and less than 170,000 pounds on drivers shall be the same as those presently applicable to locomotives weighing 170,000 pounds and less than 200,000 pounds on drivers.

Existing rate and weight on driver tables shall be revised accordingly, preserving any higher rate that may be in effect on any specific locomotive or any class of freight service on an individual carrier.

Existing differentials for divisions or portions thereof or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, are preserved.

This shall be effective as of January 1, 1948.

### Section 2 - Basic Daily Rates for Engineers and Firemen, and Helpers on Other Than Steam Power, in "Yard Service".

The rates presently in effect for through freight service shall be made applicable to engineers and firemen, and helpers on other than steam power, in yard service, except that the rate for firemen and helpers in yard service, on locomotives weighing less than 140,000 pounds on drivers shall be \$10.49;

provided, however, that the existing differentials between the rates for firemen on steam locomotives and helpers on electric locomotives in yard service shall be maintained.

Rates for engineers and firemen, and helpers on other than steam power, in yard service shall be as set out in Appendix A, attached hereto and made a part hereof. Existing rates in yard or through freight service which are higher than those shown in Appendix A shall be maintained in applying this section, except that existing differentials in through freight service for divisions or portions thereof or mountain or desert territory as compared with valley territory, whether expressed in rates or constructive mileage allowances, shall not be applied to yard service.

No oil differential shall apply in yard service.

This shall be effective as of January 1, 1948.

### **Appendix "A" to Section 2 -- Rate Tables**

NOT REPRODUCED IN THIS COMPUTERIZED REPRODUCTION

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### **Section 3 - Rate of Pay for Hostlers and Outside Hostler Helpers**

The daily Rate of pay for Hostlers and Outside Hostler Helpers will be as follows:

<u>Occupation</u>	<u>Daily Rate</u>
Outside Hostlers	\$11.17
Inside Hostlers	10.49
Outside Hostler Helpers	9.88

This shall be effective as of January 1, 1948.

### **Section 4 - Rate for Yard Switchtenders.**

The daily rate of pay for Switchtenders will be - \$9.91.

This rate shall become effective as of January 1, 1948, except on such roads as the Employees' Committee may elect to preserve the existing rate and so notify the carrier within thirty days from the date of this agreement.

### **Section 5 - Yard Conductors (foremen) and Yard Brakemen (Helpers).**

The basic daily rate for yard conductors (foremen) and yard brakemen (helpers) shall be increased by fifteen cents (\$.15).

This rate shall become effective as of January 1, 1948, except on such roads as the Employees' Committee may elect to preserve the existing rate and so notify the carrier within thirty days from the date of this agreement.

### **Section 6 - Differential for Yard Conductors (Foremen).**

The basic daily rate for yard conductors (foremen) shall be determined by adding eighty five cents (\$.85) to the basic daily rate paid to yard brakemen (helpers).

This rate shall become effective as of January 1, 1948, except on such roads as the Employees' Committee may elect to preserve the existing rate and so notify the Carrier within thirty days from the date of this agreement.

### **Section 7 - Short Turnaround Passenger Service.**

That part of the present short turnaround passenger service rule relating to the spread of hours shall be revised to provide:

Engineers and firemen, and helpers on other than steam power, on short turnaround 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 on 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 nine (9) consecutive hours; and also for all time in excess of nine (9) 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.

(Examples and answers agreed to on individual railroads changed where necessary to conform with the above, shall remain in effect.)

This shall be effective September 1, 1948.

### **Section 8 - Minimum Rate For Engineers and Motormen Operating Motor or Electric Cars in Multiple Unit Passenger Service.**

Engineers or motormen operating motor or electric cars, whether in multiple or single unit passenger service, shall be paid a basic day rate of \$11.52 with a daily guarantee of \$12.17.

This shall be effective as of January 1, 1948, except on such roads as the Employees' Committee may elect to preserve the existing rate and so notify the Carrier within thirty days from the date of this agreement.

### **Section 9 - Overtime In Yard and Hostler Service.**

The following rule shall be added for extra men:

Overtime rate in yard and hostler service--Extra engineers, firemen, helpers on other than steam power, hostlers, outside hostler helpers and yardmen.

Except as indicated below or when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off or where exercising seniority rights, all time worked in excess of eight hours continuous service in a twenty-four hour period shall be paid for as overtime on a minute basis at one and one-half times the hourly rate.

In the application of this rule, the following shall govern:

(a) This rule applies only to service paid on an hourly or daily basis and not to service paid on mileage or road basis.

(b) A tour of duty in road service shall not be used to require payment of such overtime rate in yard service, (The term "road service", as used in this paragraph (b), shall not apply to employes paid road rates, but governed by yard rules.)

(c) Where an extra man commences work on a second shift in a twenty-four hour period he shall be paid at time and one-half for such second shift except when it is started twenty-two and one-half to twenty-four hours from the starting time of the first shift.

A twenty-four hour period, as referred to in this rule, shall be considered as commencing for the individual employee at the time he started to work on the last shift on which his basic day was paid for at the pro rata rate.

(d) An extra man changing to a regular assignment or a regularly assigned man reverting to the extra list shall be paid at the pro rata rate for the first eight hours of work following such change.

(e) Except as modified by other provisions of this rule, an extra employe working one shift in one grade of service and and a second shift in another grade of service shall be paid time and one half for the second shift, the same as though both shifts were in the same grade of service, except where there is another man available to perform tho work at pro rata rate.

NOTE (1) On railroads where a seniority board is ineffect the rule shall include a provision that in cases where there is a man or men on the board available for work at the pro rata rate, a senior man who exercises his seniority to work two shifts, the second of which would otherwise, under the provisions of this rule, be paid at the overtime rate, shall be paid at the pro rata rate.

NOTE (2) The adoption of this rule shall not affect any existing rule in the schedule of any individual carrier relating to service performed on a succeeding trick when an employees' relief fails to report at the fixed starting time.

NOTE (3): Existing rules and practices on individual carriers for regular engineers, firemen, helpers on other than steam power, hostlers, outside hostler helpers and yardmen are not changed hereby.

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

### **Section 10- Initial Terminal Delay - Passenger Service,**

(a) Initial terminal delay shall be paid on a minute basis to engineers and firemen, and helpers on other than steam power, in passenger service after one (1) hour's unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal ("terminal" means passenger station or other starting point from which the train actually departs), at one-eighth (1/8th) of the basic daily rate, according to class of engine used, in addition to the full mileage, with the understanding that the

actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

Where mileage is allowed between the point of reporting and the point of departure, each mile so allowed will extend by three (3) minutes the one (1) hour period after which initial terminal delay payment begins.

(b) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but which ever is the greater will be paid.

(c) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

NOTE: Where existing schedule rules require a carrier to bring engineers or firemen, or helpers on other than steam power, on duty more than forty-five (45) minutes prior to departure of the train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

### **Section 11 - Initial Terminal Delay - Freight Service.**

(a) Initial terminal delay shall be paid on a minute basis to engineers and firemen, and helpers on other than steam power, in through freight service after one (1) hour and fifteen (15) minutes unpaid terminal time has elapsed from the time of reporting for duty up to the time the train leaves the terminal, at one-eighth (1/8th) of the basic daily rate, according to class of engine used, in addition to the full mileage, with the understanding that the actual time consumed in the performance of service in the initial terminal for which an arbitrary allowance of any kind is paid shall be deducted from the initial terminal time under this rule.

Note: The phrase "train leaves the terminal" means when the train actually starts on its road trip from the yard track where the train is first made up.

Where mileage is allowed between the point of reporting for duty and the point of departure from the track on which the train is first made up, each mile so allowed will extend by 4.8 minutes the period of one (1) hour and fifteen (15) minutes after which initial terminal delay payment begins.

Note: The phrase "through freight service" as used in this rule does not include pusher, helper, mine run, shifter, roustabout, belt line, transfer, work, wreck, construction, circus train (paid special rates or allowances), road switcher, district runs, local freight and mixed service.

(b) When road overtime accrues during any trip or tour of duty, in no case will payment for both initial terminal delay and overtime be paid, but which ever is the greater will be paid.

(c) When a tour of duty is composed of a series of trips, initial terminal delay will be computed on only the first trip of the tour of duty.

NOTE: Where existing schedule rules require a carrier to bring engineers

or firemen, or helpers on other than steam power, on duty more than forty-five (45) minutes prior to departure of the train on which they are to be used, such rules shall be revised to permit the Management to designate the time they are to report for duty.

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

## **Section 12 - Final Terminal Delay - Passenger Service.**

(a) In passenger service (except as provided for in paragraph (b) of this rule) all time, in excess of 30 minutes, computed from the time train stops at the final terminal passenger station until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped behind another train standing at or waiting to reach the final terminal passenger station, or be held out of that station for any other reason after entering final terminal, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note:: The phrase "waiting to reach the final terminal passenger station, or be held out of that station. . ." refers only to trains which are ready to enter the final terminal passenger station but are prevented from doing.

(b) If the passenger train terminates at a point other than a final terminal passenger station, all time, in excess of 30 minutes, computed from the time train stops at such point until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped behind another train standing at or waiting to reach such point, or be held out of or away from that point for any other reason after entering final terminal, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note: The phrase "waiting to reach such point, or be held out of or away from that point. . ." refers only to trains which are ready to enter such point other than the final terminal passenger station, but are prevented from so doing.

(c) Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend by three (3) minutes the thirty minute period after which final terminal delay payment begins.

(d) All final terminal delay, computed as provided for in this rule, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this rule.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

Note: The phrase "relieved from duty" as used in this rule includes time required to make inspection, complete all necessary reports and/or register

off duty.

(e) When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

### **Section 13 - Final Terminal Delay - Freight Service.**

(a) In freight service all time, in excess of 30 minutes, computed from the time engine reaches switch, or signal governing same, used in entering final terminal yard track where train is to be left or yarded, until finally relieved from duty, shall be paid for as final terminal delay; provided, that should train be stopped because of yard conditions at final terminal, or by a preceding train waiting in or to enter yard, final terminal delay, in excess of 30 minutes, shall be computed and paid for from the time first so stopped until finally relieved from duty.

Note: The phrase "that should train be stopped because of yard conditions at final terminal, or by a preceding train waiting in or to enter yard. . ." means that should a train arrive at such switch or signal and other trains arrive and stand behind waiting to enter such yard; final terminal delay will be computed for all such trains from the time each train is so stopped.

(b) Where mileage is allowed between the point where final terminal delay time begins and the point where finally relieved, each mile so allowed will extend by four and eight tenths (4.8) minutes the thirty minute period after which final terminal delay payment begins.

(c) All final terminal delay, computed as provided for in this rule, shall be paid for, on the minute basis, at one-eighth (1/8th) of the basic daily rate, according to class of service and engine used, in addition to full mileage of the trip, with the understanding that the actual time consumed in the performance of service in the final terminal for which an arbitrary allowance of any kind is paid shall be deducted from the final terminal time under this rule.

After road overtime commences, final terminal delay shall not apply and road overtime shall be paid until finally relieved from duty.

Note: The phrase "relieved from duty" as used in this rule includes time required to make inspection, complete all necessary reports and/or register off duty.

(d) When a tour of duty is composed of a series of trips, final terminal delay will be computed on only the last trip of the tour of duty.

(e) This rule shall not apply to pusher, helper, mine run, shifter, roustabout, transfer, belt line, work, wreck, construction, road switcher or district run service. This rule shall not apply to circus train servicewhere special rates or allowances are paid for such service.

Note: The question as to what particular service is covered by the designations used in paragraph (e) shall be determined on each individual railroad in accordance with the rules and practices in effect thereon.

(f) In local freight service, time consumed in switching at final terminal shall not be included in the computation of final terminal delay time.

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

#### **Section 14 - Held-Away-From-Home-Terminal.**

Present rules relating to pay for time held at other than home terminal shall be revised to provide as follows:

(a) Engineers and firemen, and helpers on other than steam power, in pool freight and in unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of sixteen hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held sixteen hours after the expiration of the first twenty-four hour period, they will be paid continuous time for the time so held during the next succeeding eight hours, or until the end of the second twenty-four hour period, and similarly for each twenty-four hour period thereafter.

(b) Should an engineer, fireman, or helper on other than steam power, be called for service or ordered to deadhead after pay begins, the held away-from-home-terminal time shall cease at the time pay begins for such service or, when deadheading, at the time the train leaves the terminal, except that in no event shall there be duplication of payment for deadhead time and held-away-from-home-terminal time.

(c) Payments accruing under this rule shall be paid for separate and apart from pay for the subsequent service or deadheading.

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

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

#### **Section 15 - Conversion Rule.**

(a) Engineers and firemen, and helpers on other than steam power, in through or irregular freight service required to pick up and/or set off a car or cars at three or more points, or, when the time actually consumed in picking up and/or setting off exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty shall be paid local freight rates for the entire service performed. The following shall not be considered picking up and/or setting off cars for the purpose of this rule:

(1) Picking up or setting off cabins or caboose cars at initial or final terminal.

(2) Picking up cars at first point or setting off cars at last point at which cars are picked up or set off respectively, within the initial or final terminal.

(3) At foreign line junction points not exceeding four in number,



when interchange cars only are picked up and/or set off.

(4) Setting out defective cars at any point.

(5) Doubling hills.

(6) Setting out or picking up cars (but not setting out and picking up at the same point) for the purpose of adjusting the tonnage of the train to established engine ratings.

Except as provided in Item (6) above, picking up and/or setting off cars at one point between the time train is stopped and the entire train uncoupled up and ready to start shall constitute picking up and/or setting off cars at one "point" for the purpose of this rule.

(b) Engineers, firemen, or helpers on other than steam power, required to do station switching will be paid local or way freight rates. Switching necessary in picking up cars will not be considered "station switching". Switching for the purpose of placing at loading or unloading places cars other than cars loaded with livestock or highly perishable freight, will be considered "station switching". If, in order to set out car or cars clear of main line, it is necessary to move from "spot" a car or cars that are set for loading or unloading, such car or cars will be replaced on "spot" and so doing will not be considered "station switching".

(c) In passenger or through or irregular freight service where commercial LCL freight and/or company material in excess of 2000 pounds is loaded or unloaded by the engine or train crew during the entire trip engineers and firemen or helpers on other than steam power, will be paid local freight rates.

(d) There shall be no conversion except as specifically covered by this rule.

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

### **Section 16 - Eating and Sleeping Accommodations**

Road engineers and firemen, and helpers on other than steam power, will not be tied up between their terminals except at points where food and lodging can be procured.

This rule shall become effective on October 1, 1948, except on such roads as the Employees' Committee may elect to preserve existing rules and so notify the carrier on or before September 20, 1948.

### **Section 17 - Time Limit on Claims**

All claim or grievances arising on and after November 1, 1948 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the company authorized to receive same, within sixty days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within sixty days from the date same is filed, notify the employee or his representative of the reasons for such disallowance. If not so

notified, the claim or grievance shall be considered valid and settled accordingly, but this shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be taken within sixty days from receipt of notice of disallowance, and the representative of the carrier shall be notified of the rejection of his decision. Failing to comply with this provision the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

(c) The procedure outlined in paragraphs (a) and (b) shall govern in appeals taken to each succeeding officer. Decision by the highest officer designated to handle claims and grievance shall be final and binding unless within sixty days after written notice of the decision of said officer he is notified in writing that his decision is not accepted. All claims or grievances involved in a decision of the highest officer shall be barred unless within six months from the date of said officers decision proceedings are instituted by the employee or his duly authorized representative before a tribunal having Jurisdiction pursuant to law or agreement of the claim or grievance involved. It is understood, however, that the parties may by agreement in any particular case extend the six months period herein referred to.

(d) All rights of a claimant involved in continuing alleged violations of agreement shall, under this rule, be fully protected by continuing to file a claim or grievance for each occurrence (or tour of duty) up to the time when such claim or grievance is disallowed by the first officer of the carrier. With respect to claimant grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the organizations parties hereto to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This rule shall not apply to requests for leniency.

Note: With respect to all claims or grievances which arose or arise out of occurrences prior to November 1, 1948, such claims or grievances must be made on or before April 1, 1949, in the manner provided for in paragraph (a) hereof and if not progressed pursuant to the provisions of paragraphs (b) and (c) of this rule, the claims or grievances shall be barred. This provision does not apply to claims or grievances already barred under existing agreements.

This rule shall become effective on November 1, 1948, except on such roads as may elect to preserve existing rules and so notify the Employees Committees on or before October 1, 1948.

## **Section 18**

This agreement is subject to the approval of courts with respect to carriers in the hands of Receivers or Trustees.

## **Section 19**

Except as otherwise provided in Section 2, existing differentials for divisions or portions thereof or mountain or desert territory as compared with

valley territory, whether expressed in rates or constructive mileage allowances, are preserved.

Except as to Sections 1, 2, 3, 7 and 17, existing rules considered more favorable by the committees on individual roads are preserved, provided notice is given as specified in this agreement.

### **Section 20**

This agreement is in full and final settlement of the dispute growing out of notices served by the employees parties hereto and by the carriers parties hereto, on or about June 20, 1947, in accordance with Section 6 of the Railway Labor Act, of intended changes in agreements affecting rates of pay, rules and working conditions.

### **Section 21**

This agreement shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented respectively by the BROTHERHOOD OF LOCOMOTIVE ENGINEERS, BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEEMEN, and the SWITCHMEN'S UNION OF NORTH AMERICA, as heretofore stated; and shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT WASHINGTON, D.C. THIS ELEVENTH DAY OF AUGUST, 1948

SIGNATURES NOT REPRODUCED IN THIS COMPUTERIZED VERSION