
Articles of Agreement

Between the

KANSAS, OKLAHOMA & GULF RY. CO.

Leased and Operated Lines

H. W. GIBSON AND H. L. TRABER, Receivers

and

Brotherhood of Locomotive Engineers

EFFECTIVE MARCH 1, 1925

ARTICLES OF AGREEMENT

Between

Kansas, Oklahoma & Gulf Railway Company

Leased and Operated Lines

H. W. GIBSON AND H. L. TRABER, Receivers
and the

Brotherhood of Locomotive Engineers

Effective March 1, 1925

It is hereby agreed by the Management of the Railway Company named above, and its Engineers that the following Rules, Regulations and Rates of Pay will apply and govern, commencing March 1, 1925, and will not be changed without thirty (30) days' notice.

Rules and regulations contained herein supercede all previous Agreements. Following will be the schedule of wages for Engineers on the above named Line:

ARTICLE 1

PASSENGER SERVICE

(a) Rates of Pay

Weight on Drivers	Per Mile Cents	Per Day
Less than 80,000 lbs.....	6.16	\$6.16
80,000 to 100,000 lbs.....	6.16	6.16
100,000 to 140,000 lbs.....	6.24	6.24
140,000 to 170,000 lbs.....	6.32	6.32
170,000 to 200,000 lbs.....	6.40	6.40
200,000 to 250,000 lbs.....	6.48	6.48
250,000 to 300,000 lbs.....	6.56	6.56
300,000 to 350,000 lbs.....	6.64	6.64
350,000 to 400,000 lbs.....	6.72	6.72
400,000 to 450,000 lbs.....	6.80	6.80
450,000 to 500,000 lbs.....	6.88	6.88
500,000 and over.....	6.96	6.96
Mallets regardless of weight.....	7.16	7.16

(b) In all passenger service the earnings from mileage, overtime or other rules applicable, for each day service is performed, shall be not less than \$7.00.

(c) In applying the \$7.00 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.

(d) Engineers employed on electric locomotives in passenger service to be paid the rates shown in preceding table, based upon weight 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.

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

(f) All motor cars used in passenger service operated under train rules by Engineers regardless of whether operated by gasoline, steam, electricity or other motive power, to be paid minimum rate in preceding table.

ARTICLE 2

Basic Day

One hundred miles or less (straight away or turnaround) five hours or less, shall constitute a days work; miles in excess of 100 will be paid for at the mileage rate provided, according to class of engine.

ARTICLE 3

Terminal Time

(a) If held in terminal after time called to depart Engineers will be allowed one hour overtime for the first thirty (30) minutes and all succeeding hours at the regular overtime rate. When terminal overtime is made, road time will be computed from the time terminal time ceases. Schedule running time between designated leaving point and yard limit Board not to be counted as terminal time.

(b) Passenger Engineers required to switch their trains or turn their engines at terminal before the day's work begins or after it is completed, will be allowed one hour overtime each day for such service.

ARTICLE 4

Road Overtime and Turnaround Runs

(a) On short turnaround passenger runs, no single trip of which exceeds 80 miles, including suburban and branch line service, the Management may designate the initial trip. The turning point will be considered an intermediate point on such runs.

Overtime will be computed as per Section B and C of this Article up to eight hours within a spread of ten hours, provided the interval of release at any point exceeds one hour. Where eight hours or more are paid for Section B of Article 3 does not apply.

Examples:

1. Called to leave Henryetta.... 8:00 A.M.
Arrive Muskogee10:00 A.M.
Released until 4:00 P. M.
Called to leave Muskogee.... 4:00 P.M.
Arrive Henryetta 6:00 P.M.
PAID—100 miles.
3 hours overtime.
20" preparatory.
10" inspection.
2. Called to leave Henryetta.... 9:00 A.M.
Arrive Muskogee11:00 A.M.
Released 4 hours.
Called to leave Muskogee..... 3:00 P.M.
Arrive Henryetta 5:00 P.M.
PAID—100 miles.
3 hours overtime.
20" preparatory.
10" inspection.
3. Called to leave Henryetta..... 7:00 A.M.

Arrive Muskogee 9:00 A.M.
 Leave Muskogee 9:30 A.M.
 Arrive Henryetta 11:30 A.M.
 Leave Henryetta 12:00 Noon
 Arrive Muskogee 2:00 P.M.
 Leave Muskogee 2:30 P.M.
 Arrive Henryetta 4:30 P.M.

Distance run 180 miles.

PAID—180 miles.

30" overtime.

20" preparatory.

10" inspection.

4.

Called to leave Wapanucka.. 7:00 A.M.
 Arrive Durant 8:30 A.M.
 Leave Durant 11:00 A.M.
 Arrive Wapanucka 12:30 P.M.

PAID—100 miles.

20" preparatory.

10" inspection.

1 hour if required to switch train or turn engine at Wapunacka before day's work begins or after it is completed.

(b) Engineers on other passenger runs shall be paid overtime on a speed basis of 20 miles per hour, computed continuously from the time called to depart (except as provided in Article 3) until released at the end of the last run. Overtime shall be computed on the basis of actual overtime worked or held for duty, except that when the minimum day is paid for the service performed, overtime shall not accrue until the expiration of five hours from the time called to depart.

(c) Overtime in all passenger service shall be paid for on the minute basis at a rate per hour of not less than one-eighth of the daily rate herein provided, according to class of engine.

ARTICLE 5

FREIGHT SERVICE

(a) Rates for Engineers in through and irregular freight, pusher, helper 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 as follows:

Weight on Drivers	Per Mile Cents	Per Day
Less Than 80,000 lbs.....	6.84	\$6.84
80,000 to 100,000 lbs.....	6.92	6.92
100,000 to 140,000 lbs.....	7.00	7.00
140,000 to 170,000 lbs.....	7.24	7.24
170,000 to 200,000 lbs.....	7.40	7.40
200,000 to 250,000 lbs.....	7.56	7.56
250,000 to 300,000 lbs.....	7.70	7.70
300,000 to 350,000 lbs.....	7.84	7.84
350,000 and over.....	8.04	8.04
Mallets less than 275,000 lbs.....	8.54	8.54
Mallets 275,000 lbs. and over.....	8.76	8.76

(b) For local or way-freight service 52 cents per 100 miles or less for Engineers shall be added to the through freight rates, according to class of engine, miles over 100 to be paid for pro rata rate. Mine and mixed runs will be paid for at the local rate.

(c) If a type of locomotive is introduced on the K. O. & G. Railway which formerly was not in use on this railroad, and the rates herein provided are less than those in effect on other roads in this territory, the rates of the other roads shall be applied.

ARTICLE 6

Power Other Than Steam

Should electric service or other service be installed as a substitute for steam, Locomotive Engineers shall have the preference for positions as Engineers on electric locomotives or multiple unit trains or any other power substituted for steam.

The rates of pay for Engineers on electric locomotives or multiple unit trains or any other power substituted for steam will be the same as for running steam locomotives, according to weight on drivers, and class of service performed.

ARTICLE 7

Basic Day and Overtime

(a) In all classes of service covered by Article 5, 100 miles or less, eight hours or less (straight away or turnaround) 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 runs of 100 miles or less, 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 shall be paid for on the minute basis at an hourly rate of 3-16ths of the daily rate, according to class of engine or other power used.

(c) When an Engineer is engaged in two or more classes of service on same day or trip, the highest rate will be paid for the entire day or trip.

(d) When two or more locomotives of different weights on drivers are used during a trip or day's work, the highest rate applicable to any engine used shall be paid for the entire day or trip.

ARTICLE 8

Held Away From Home

Engineers in pool freight and unassigned service held at other than home terminal will be paid continuous time for all time so held after the expiration of 16 hours from the time relieved from previous duty, at the regular rate per hour paid them for the last service performed. If held 16 hours after the expiration of the first 24-hour period, they will be paid continuous time for the next succeeding eight 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 for overtime will not be so applied as to increase the rates paid for the time growing out of the held away from home terminal rule.

ARTICLE 9

Arbitraries and Special Allowances

(a) For time consumed in switching at initial terminal, and for final terminal delays, all Freight Engineers will be paid at the pro rata rate, according to class of engine or train run in addition to mileage of trip, thirty minutes to constitute the first hour, and all succeeding hours thereafter engaged in such service, provided overtime has not accrued.

In computing 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 train is coupled together.

(b) If road overtime has accrued it will be paid for at three-sixteenths of the daily rate per hour on the minute basis for all overtime computed continuously from the time called to depart to the final release at the end of the run.

Where terminal and road overtime accrue on same day or trip, which ever is the greater will be allowed.

(c) Engineers in passenger service will report for duty twenty minutes, and Engineers in all other classes of service will report for duty fifteen minutes in advance of time set to depart with view to oiling around and being ready to depart at time called for departure, and will be paid twenty (20) and fifteen (15) minutes respectively, based on an hourly rate one-eighth (1-8) of the daily rate, independent of and separate from miles or hours made on the day or trip.

(d) For time consumed inspecting engines and making of work reports Engineers and Firemen in all classes of service will receive an arbitrary allow-

ance of ten (10) minutes at pro rata rate independent of and in addition to all other time or mileage made on day or trip. It is further agreed that the Fireman will remain with the Engineer while inspection is being made and work report is being completed, and that the Engineer and the Fireman will confer together with view to making the work report full and complete. In rendering time slip Engineer will show on same actual time engine reached the designated track as contemplated in the schedule and show in addition thereto "10 minutes inspecting engine."

It being understood the arbitrariness in Section C and D apply only where the service is actually performed.

(e) When Engineers are required to go into the yard of a foreign line in order to effect interchange, using other than designated interchange tracks, actual time with a minimum of one hour at pro rata rate in addition to the regular pay for the day or trip will be allowed. It is understood that at Denison, Texas, this applies to lines with which there is no physical connection. The T. & P. yard is recognized as present interchange tracks.

(f) Engineers in through freight service required to perform the following service will be paid local rate for the day or trip.

1. Loading or unloading commercial freight or Company material.

2. Spotting cars to warehouses, freight houses, or platforms, loading racks, or industries (except does not apply to perishable freight nor to loading or unloading stock handled or to be handled in their train).

3. Making switches at stations not connected with their own train. Respotting cars disturbed in setting out or picking up or moving cars to make room for set out not to be counted.

(g) When Engineers in through freight service are required to pick up or set out at three or more stations enroute, twenty-six (26) cents will be added to

the through freight rate for the day or trip. Setting out disabled cars, cars with hot boxes, or to reduce tonnage not to be counted.

(h) Engineers in other than yard, mine run, wrecking or work train, or regular assigned short turnaround service, required to back up, will be paid the actual miles required to back up at pro rata rate according to class of service for the day or trip, in addition to all other time and mileage.

This not to apply to back up moves made necessary account washout or burned bridge.

ARTICLE 10

Beginning and Ending of a Day, Short Turnaround Runs, Emergency Trips

(a) Except as provided in article 9, Engineer's time will commence at the time they are called to depart, and shall continue until the time engine is placed on the designated track or they are relieved at terminal.

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

(c) When Engineers are required to make an emergency side, or lap-back trip between their terminals, miles made will be added to the mileage of the regular trip and paid for on continuous basis.

Engineers required to make short trips from a terminal to an outlying point and return, from an outlying point to a terminal and return, or from an intermediate point to another intermediate point

and return on account of engine failure, running for fuel or water, running for wreck car or carmen, or on account of a derailment, when such conditions arise in connection with their own train, will be paid continuous time or mileage.

ARTICLE 11

Yard Service

Rates of Pay	Engineers Per Day
Weight on Drivers	
Less than 140,000 lbs.....	\$6.72
140,000 to 200,000 lbs.....	6.88
200,000 to 300,000 lbs.....	7.04
300,000 lbs. and over.....	7.20
Mallets under 275,000 lbs.....	7.80
Mallets 275,000 lbs. and over.....	8.04

ARTICLE 12

Basic Day

Eight hours or less shall constitute a day's work.

ARTICLE 13

Overtime

Except when changing off where it is the practice to work alternately days and nights for certain periods, working through two shifts to change off; or where exercising seniority rights from one assignment to another; or when extra men are required by schedule rules to be used, all time worked in excess of eight hours continuous service in 24-hour period shall be paid for as overtime on the minute basis, at one and one-half times the hourly rate, according to class of engine.

ARTICLE 14

Assignments

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 is practicable, assignments shall be restricted to eight hours' work.

ARTICLE 15

Starting Time

(a) Regularly assigned yard crews shall each have a fixed starting time, and the starting time of a crew will not be changed without at least 48 hours 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 Section B.

(d) Where two shifts are not worked 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 12:00 midnight.

(e) Where an independent assignment is worked regularly, the starting time will be during one of the periods provided in Sections B or D or between 4:00 A. M. and 6:30 A. M.

(f) At points where only one yard crew is regularly employed, they can be started subject to Section A.

ARTICLE 16

Beginning and Ending of a Day

Time to begin at time set to depart, and to end at time engine is placed on designated track or Engineer is relieved.

ARTICLE 17

Meal Hour

(a) Yard Crews will be allowed 20 minutes for lunch between four and one-half and six hours after starting work without any deduction in pay.

(b) Yard Crews will not be required to work

longer than six hours without being allowed 20 minutes for lunch with no deduction in pay or time therefor.

(c) So far as is practicable, assignments shall be restricted to eight hours work.

ARTICLE 18 Muskogee Yard Engineers

Engineers on Muskogee switch engines will be paid local rate of pay.

ARTICLE 19

Switch Engines Working Out of Assignment

When regularly assigned to perform service within switching limits, yard Engineers shall not be used in road service when road crews are available, except in cases of emergency. When yard Engineers are used in road service under conditions just referred to they shall be paid miles or hours, whichever is the greater with a minimum of one hour, for the class of service performed, in addition to the regular yard pay and without any deduction therefrom for the time consumed in said service.

ARTICLE 20 Deadheading

Engineers deadheading by order of the Company, when deadheading on passenger trains will be allowed one-half mileage at rate of the service they are deadheading for, with a minimum of one-half day.

When deadheading on other trains, will be allowed full freight rates, exclusive of overtime, with a minimum of 50 miles. If not used in other service within 18 hours from time of arrival at destination, will be allowed one day at through freight rates and one day for each day thereafter held away from home terminal, under the same rules that would apply to the regular Engineer whom he was sent to relieve.

Engineers sent to bring in trains which are tied

up under the hours of service law will not be considered in deadhead service, but as in continuous service from time called to leave until arrival at terminal. Extra Engineers who are not being used will report each day by wire to the Superintendent.

ARTICLE 21 Breaking in Engines

Engineers breaking in engines will be allowed through freight rates for such service, overtime after eight hours at regular overtime rates. Engineers may be selected by the Company for this service.

ARTICLE 22 Attending Court

(a) Engineers when required by the Company to serve as witnesses at Court will be allowed the mileage made by their engines or runs during their absence in such service, and in addition will be allowed necessary expenses.

(b) Extra Engineers shall be classed the same as regular Engineers, in place of regular Engineers, and when not so running to be allowed pay at the minimum through freight rates for 100 miles or eight hours and expenses as above stated when used in service away from home.

(c) The Company will furnish necessary transportation. If used as witnesses at Court and not required to lose any time, Engineers will receive 100 miles per day at rate at which they are regularly employed. The Company will be entitled to their mileage and witness fees.

ARTICLE 23 Light Engines

Engineers running light engines over the road will be paid passenger pay, if running as section of passenger train, or freight rates if otherwise.

ARTICLE 24

Regular Assigned Turnaround Runs

(a) Henryetta-Dewar-Denison-Sherman-Gover and Bromide-Wapanucka runs are regular assigned turnaround runs within assigned limits with regular designated tie up points paying local rates of pay; terminal rules not applying within their respective limits.

(b) The limits of these runs are for the Henryetta-Dewar run, Deep Fork-Bartlett and Dustin; Denison-Sherman-Gover run, Sherman to Gover; Bromide-Wapanucka run, Bromide to Wapanucka.

(c) When Engineers assigned to these runs are run beyond their assigned limits they will be paid miles or hours which ever is the greater at pro rata rate with a minimum of one hour, in addition to their regular day's pay and without deduction therefrom. This also to apply to crews assigned in the Henryetta-Dewar district when required to leave Henryetta after having been on duty eight hours and go to Dustin Junction, Dustin or O. N. Connection.

(d) So far as is practicable, assignments shall be restricted to eight hours.

(e) Other runs may be established under this rule by mutual agreement between the Company and the Committee.

(f) The Company is required to give five days notice before changing designated tie up points of runs covered by this Article.

(g) Where two or more crews are employed in this service they will have a fixed starting time which will not be changed without forty-eight (48) hours advance notice. Where only one crew is employed, it will as far as practicable have a fixed starting time.

ARTICLE 25

Special Service

Engineers held off their run for special service

will be paid according to class of service performed, it being agreed that in no case shall he receive less than the amount he would have received had he remained on his regular run.

ARTICLE 26

Doubling

(a) Where any portion of the regular mileage of the trip is doubled, actual miles will be allowed the entire crew.

(b) In computing overtime mileage made doubling will be added to other mileage made on trip, to prevent duplicate payment.

ARTICLE 27

Called and Not Used

(a) An Engineer called for duty, reporting and relieved without having performed service incidental to the trip shall receive one-half day's pay and stand first out. If held over four hours and up to eight hours he shall receive one day's pay and stand last out. If held over eight hours will be paid at overtime rates.

(b) Under Section A an Engineer is understood to have reported for service after he has left his residence or point from which he is called after accepting the call.

ARTICLE 28

Run Arounds

Engineers, if run around at terminals through no fault of their own, will receive one day's pay and will take their turn out behind other Engineers in their assigned service; this is not to apply to Engineers held in compliance with the hours of service law.

ARTICLE 29

Terminal Automatic Release

Engineers will not be run in and out nor through

terminals except as a new day, except under Section B, Article 10. This rule does not apply to work trains (where no revenue handled) engaged exclusively in ditching, widening cuts and fills, loading or unloading ties, timbers or rails, wrecking service or picking up scrap or in pile driving service.

ARTICLE 30

Tied Up in Accordance With Hours of Service Law

Except as provided in this schedule, Engineers will not be tied up between terminals, unless tied up in compliance with the hours of service law.

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 two hours of the time limit provided by State laws, if the State laws govern.

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

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

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

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 tie up point to terminal on the following basis: For 50 miles or less, or four hours or less, 50 miles pay; for more than 50 miles and up to 100 miles, or over four hours and up to eight hours, 100 miles pay; over 100 miles or over eight hours at schedule rates.

It is understood that this does not permit running engines through terminals or around other crews at terminals unless such practice is permitted under the schedule.

Engineers tied up for rest under the law, and then towed or deadheaded into terminal with or without engine or caboose, will be paid therefor as provided in the preceding paragraphs the same as if they had run the train to such terminal.

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 such service.

ARTICLE 31

Fourteen Hour Tie Up

Engineers tied up between terminals in 14 hours or less time (computed continuously from time called for to time tied up) will be paid 14 hours and at the expiration of eight hours will again be under pay and subject to the Agreement under Article 30, it being agreed that should they be deadheaded a part or all of the eight hour rest period they will receive pay for such service as per Article 30. This not to apply to work trains.

Engineers may be tied up in case of wash-outs or burned bridges, in which case the tie-ups ends the day; when they resume service a new day will begin.

ARTICLE 32

Tie Up Time

(a) Engineers will be notified when time claimed is not allowed.

(b) Engineers will not be required to get Conductors or Yardmasters to O. K. time slips for time claimed. In case of a discrepancy as to time of tie up between Conductor's and Engineers time slip, time as claimed by Engineer will be allowed subject to investigation.

ARTICLE 33

Work Trains

When Engineers in work train service are tied up away from a terminal, a minimum day will be allowed for each 24 hours so held, unless other service is performed.

Work train crews will, as far as practicable, be tied up where they have eating and sleeping accommodations. Terminal overtime will not be allowed under this rule.

ARTICLE 34

Seniority Rights

The right to regular engines or runs in switching or road service shall be governed by seniority, but when an Engineer fails to accept or claim an engine or run that may become vacant, he thereby waives all right to same until vacant again, except when an Engineer loses an engine or run through no fault of his own, he will then be assigned according to his seniority. All engines or runs becoming vacant will be advertised five days before assignments are made.

ARTICLE 35

Local Guarantee

No deductions should be made for days regular local freight or mixed trains Engineers are idle through no fault of theirs, except in cases of wrecks, washouts or tracks otherwise obstructed. It is understood that Engineers assigned to local freight runs will be allowed to make the working days in the month, subject to the above provisions.

ARTICLE 36

Assignments and Rights to Runs

(a) Engineers will be assigned to separate districts according to seniority and will have rights to new, vacant or preferred runs over the entire system and will be assigned to runs according to their seniority.

(b) Engineers in through freight service will run first in first out of terminal.

(c) Extra Engineers will be kept at home terminal and will run first in and first out.

(d) Extra Engineers will be used on unassigned work trains, circus trains, wreck trains, light engines and to relieve inbound crews tied up under the hours of service law.

(e) When two or more extra Engineers tie up at terminal at same time, senior man or men will stand first out. When two or more extra Engineers are called for same time, Engineer first out will have preference.

(f) Extra Engineers working yard shift will be placed first out after rest is up, but will be placed last out after having worked second shift in this service.

(g) All new and vacant runs will be advertised five days before assignment is made.

(h) All men will be placed under the provisions of this schedule by their Chairman.

ARTICLE 37

Lay Off Before Completing Trip

Engineers who are permitted to lay off before completing an assigned day's work will be allowed actual time or mileage made. Engineers relieving them will be allowed at least a minimum day's pay. The regular assigned Engineer will not be allowed pay for deadheading.

ARTICLE 38

Meal Checks

For the accommodation of the men while away from home terminal, the Company will issue negotiable checks or drafts in denomination of five dollars each, in an amount not to exceed \$25.00 for any one-half month period. Not more than one such draft or check will be issued to an employee on any one day. The employee must have in sufficient time to cover the period in which the draft or check is issued. No such drafts or checks will be issued on the 1st, 2nd or 3rd, nor on the 16th, 17th or 18th of the month.

ARTICLE 39

Meals While on Duty

Engineers will be allowed a reasonable length of time for eating at convenient places, but the train dispatcher will be notified of the intention to eat, and operator will deliver all messages to eating houses.

ARTICLE 40

Run Off Home District

When an Engineer is run off his home division he shall upon completion of trip be deadheaded back to his home division at deadhead rates. If held to work back, his time shall be computed under Article 8 of this schedule except where held by wrecks, washouts, or line is blocked by other causes.

ARTICLE 41

Chicago Joint Working Agreement Seniority, Promotion, Re-Examination

(a) Firemen shall rank on the Firemen's roster from the date of their first service as Firemen when called for such service, except as provided in Section K, and when qualified shall be promoted to positions as Engineers 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 qualifications, and when promoted shall hold their same relative standing in the service to which assigned.

(c) 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 that 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.

(d) 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 file a written protest within 60 days against such date, he cannot thereafter have it changed. When a date of promotion 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.

(e) 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.

(f) The posting of notice of seniority rank, as

per Section B, shall be done within ten 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.

(g) Firemen having successfully passed qualifying examination 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 Fireman on any seniority district while a junior Engineer is working on the Engineer's extra list or holding a regular assignment as Engineer on such seniority district.

(h) On a seniority district where Firemen are required to fire less than three years all Engineers will be hired.

If required to fire three and less than four years, one promoted and one hired.

If required to fire four and less than five years, two promoted to one hired.

If required to fire five and less than six years, three promoted to one hired.

If required to fire six and less than seven years, four promoted to one hired.

If required to fire seven and less than eight years, five promoted to one hired.

On seniority districts where Firemen are required to fire eight years or more, all Engineers will be promoted.

The foregoing will not prevent Committee from having discharged Engineers re-employed or reinstated on their former seniority district at any time.

(i) 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 avail-

able, and qualified within 30 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.

(j) In case an Engineer is hired and used in actual service when under requirements of Section H a Fireman (or Firemen) should have been promoted, the date of seniority thus established shall fix the standing of the senior qualified Fireman (or Firemen) due to be promoted, providing he or they are available and qualify 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.

(k) The seniority date of the hired Engineer shall be the date of his first service as Engineer, except as provided in Sections C, I and J of this Article. It is further provided that Engineers hired, or permanently transferred from one seniority district to another on any railroad, shall be given a date of seniority as Fireman corresponding with their date as Engineer.

ARTICLE 42

Chicago Joint Working Agreement — Mileage Regulations

(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) When reductions are made, they shall be in reverse order of seniority. No reductions will be made so long as those in extra passenger service are averaging the equivalent of 4,000 miles per month; in pooled, chain gang or any other unassigned serv-

ice paying freight rates are averaging the equivalent of 3200 miles per month; on the road extra list are averaging the equivalent of 2400 miles per month; on the yard extra list are averaging the equivalent of 25 days per month.

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

(d) Engineers or Firemen taken off under this rule shall be returned to service as Engineers or Firemen in the order of their seniority and in their respective class of service, as soon as it can be shown that men in extra passenger service average the equivalent of 4800 miles per month; in pooled, chain gang or any other unassigned service paying freight rates, average the equivalent of 3500 miles per month; in road extra service average the equivalent of 3100 miles per month; in yard extra service average the equivalent of thirty (30) days per month.

(e) In returning Engineers and Firemen to service under section 1, paragraph (d), sufficient number of men will be added to the working list to keep the mileage between the maximum stipulated in Paragraph (d) and the minimum stipulated in Paragraph (b). If an additional assignment would reduce the mileage below the minimum stipulated in Paragraph (b) for the same class of service, regulation will be made by requiring each man in the class of service affected to lay off when he has earned the equivalent of the maximum mileage stipulated in Paragraph (d).

NOTE.—Under the provisions of this Paragraph, it is understood that if at a checking period it is found that the mileage in a pool averages the equivalent of 3500 miles per month and a man could not be added to the pool without reducing the average mileage below 3200 miles per month, regulation will be affected in the following checking period by taking the individual man off when he has made the

equivalent of 3500 miles per month; with the understanding that a man will be permitted to make an additional trip provided the preceding trip did not bring him up to the equivalent of 3500 miles per month and with the further understanding that the mileage of the last trip would not make his total mileage for the month in excess of 3800 miles.

Section 2. After all engineers or firemen have been returned to service the following regulations will apply with respect to further additions to the working list:

(a) In the regulation of extra passenger service, sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles per month; in pooled, chain gang or any other unassigned service paying freight rates, 3,500 and 3,800 miles per month; in road extra service 3,100 and 3,800 miles per month; in yard extra service, 30 and 34 days per month.

(b) When the mileage of men in either of the classes of service specified in Section 2, Paragraph (a), averages in excess of the maximum stipulated therein and an additional assignment would reduce the mileage below 4,000 miles per month in extra passenger service; 3,500 miles per month in pooled, chain gang or any other unassigned service paying freight rates; 3,100 miles per month in road extra service; or 30 days per month in yard extra service, regulation will be made by requiring each man in the class of service affected to lay off when he has earned the equivalent of the maximum mileage stipulated in Paragraph (a).

NOTE.—Under the provisions of this Section, it is understood that if at a checking period, it is found that the mileage in extra passenger service averages in excess of the equivalent of 4,800 miles per month; in pooled, chain gang or any other unassigned service paying freight rates averages in excess of the equivalent of 3,800 miles per month; in road extra service averages in excess of the

equivalent of 3,800 miles per month; in yard extra service averages in excess of the equivalent of 34 days per month, and if regulations cannot be made by assigning men without reducing the averages below the minimum as stipulated, then regulations will be effected in the following checking period by taking the individual man or men off, so that earnings will not exceed the maximum for each class of service as set forth in Section 2 (a).

Section 3. In the regulation of assigned passenger service, a sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 4,000 and 4,800 miles per month; in assigned service paying freight rates, a sufficient number of men will be assigned to keep the mileage or equivalent thereof within the limitations of 3,200 and 3,800 miles per month. To keep within the mileage limitations set forth in this Section, additional crews may be added or swing men used to relieve the regular men on specified days. If regulation cannot be made as provided herein, men will be required to lay off so that the equivalent of 4,800 miles in passenger, or 3,800 miles in the other assigned service, will not be exceeded.

Section 4. 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.

Section 5. In regulating the working lists in the respective classes of service, each list will be handled separately.

Section 6. Arrangements for keeping record of the mileage of Engineers and Firemen will be made and Engineers and Firemen will be required, upon the completion of each trip to register their trip mileage or equivalent thereof.

ARTICLE 43 Ice Furnished

Ice will be furnished on all engines March 1 to December 1, in a sufficient amount to cover the trip,

and during balance of the year will be furnished when requested at points where the railroad has a supply of ice.

ARTICLE 44

Service Letter

Engineers upon leaving the service of the Company, will be given a service letter stating how long in the service, in what capacity, and cause of leaving.

ARTICLE 45

Engine Supplies

(a) Engines will be gotten ready for service at terminals. This is understood to govern a supply of coal, water, sand, oil, frogs, carbons, flagging equipment, individual tool box. Ash pans cleaned, grease cups filled, headlight cleaned and wedges set up.

(b) Engineers will not be required to fill oil cans, lubricators or draw supplies at division terminals, and will not be required to make out statements or requisitions governing same at these points.

(c) Responsibility for the equipment on engine rests with the roundhouse force, but Engineers will see that engine is equipped, as provided for in Section A, before leaving terminal.

NOTE.—Engineers will include on work report loss of any supplies off engine or tender such as switch chains, frogs, water buckets, tool boxes or other permanent equipment.

ARTICLE 46

Engine Inspectors

Engine inspectors will be kept at Muskogee and Denison, and will be responsible for proper inspection of all engines arriving and departing from these terminals. This is not understood to relieve Engineers from making a reasonable outside inspection.

ARTICLE 47

Deadhead Crews

Deadhead crews will be considered first in on arrival at terminals, and deadheading crews deadheading away from terminals will be first out.

ARTICLE 48

Work Report Book

There will be a work report book placed on each engine and kept there for the purpose of Engineers reporting the repairs necessary on engines, in which they will register their name and Fireman's name, the time they arrive and the time they tie up. This book to be left on engine, and all reports remain in same.

ARTICLE 49

Called by Caller

Engineer will be called, day or night, by a caller. The caller will be furnished with a book containing the engine number and train number, time called and time set to depart, in which Engineer will sign his name. Engineer will be called within a radius of one mile from passenger depot, and not more than one hour and thirty minutes and not less than one hour in advance of time set to depart.

ARTICLE 50

Advertise Runs

When mileage of any run is increased or decreased 300 miles or more per month, the time changed from day to night, or night to day; or if time of lay-over away from home terminal is changed three hours or more, or if the lay-over point is changed, it will be declared vacant and bulletined. Runs will as far as practicable be so arranged that the principal lay-over will be at home terminal. No pay will be allowed for deadheading when changes are made in accordance with this article.

ARTICLE 51

Engineers Accepting Official Positions

Engineers accepting official positions with the Company or employed by the Brotherhood of Locomotive Engineers will retain their rights on Engineers' seniority list.

ARTICLE 52

Engineers Return on Sunday

(a) When Engineers on local runs have lay-over away from home on Sunday they will be permitted to return and spend Sunday at home, provided it does not interfere with the service, but no time will be allowed for deadheading.

(b) If ordered to remain at terminal on lay-over day, will be paid for service performed at established rate for such service, and if not used will be allowed 100 miles at through freight rate.

(c) It is understood that Engineers who are permitted to return to spend Sunday at home will be required to protect the local run to which he is assigned, and that the Company is under no obligations to furnish facilities for this deadheading aside from furnishing passes.

ARTICLE 53

Discipline—Investigations

(a) Engineers will not be disciplined or discharged until they have been given an investigation and their guilt established, unless the employee signs waiver of investigation and accepts discipline offered. Suspension in aggravated cases pending a prompt investigation will not be deemed a violation of this rule. Engineers under this Article will be paid for all time lost when guilt is not established.

(b) Investigation Committee will be composed of the Master Mechanic or his representative, or Superintendent or his representative, and an Engineer representing the employe accused. A steno-

graphic copy will be taken of all proceedings and the testimony of all witnesses together with the decision of the investigating committee, which decision shall be rendered within five days from date of investigation. Each member of the committee to be furnished with copy, also interested employe, if he makes application in writing therefor. Each party will be allowed to call in witnesses to testify pertaining to the case, if they so desire.

(c) Employes will have the right to appeal through the Committee of his choice, if he so desires, to higher officials for further hearing by giving notice in writing within 15 days from date of first investigation, which appeal will be heard within five days from notice, or as soon thereafter as possible.

(d) After investigation, if the investigation committee fails to agree, or in case committee is dissatisfied with the results of the hearing of the appealed case, they will have the right to take the case to higher officer of the Company for final settlement.

(e) Necessary transportation will be furnished to parties to and from investigation.

(f) Any Engineer caused to lose time by the Company failing to conduct the investigation in line with this Article will be paid for all time lost regardless of any other facts that thereafter develop, aggravated cases excepted, such as serious collisions and intoxications.

ARTICLE 54

Register Checks

Engineers will not be required to check train register and must be furnished register check by their Conductor.

ARTICLE 55

Temporary Vacancy Passenger Service

In case of temporary vacancy in passenger service, the senior regular engineer available will be

entitled to fill such vacancy, it being understood that any Engineer filling such vacancy may be displaced by a senior regular Engineer at any time while such vacancy exists. All passenger runs vacant for 30 days or more will be advertised.

ARTICLE 56

Hostler Handle Engine

Points Report and Released

(a) All engines will be handled at terminal points by Hostlers, and Engineers will not be expected to take engines to and from trains, except at such points as may be decided by the General Superintendent, Master Mechanic or other representatives and the Engineers.

(b) It is agreed that at Muskogee, Engineers will go on duty and be relieved either at passenger station or K. O. & G. office building (old depot). Should it be necessary to change engines at shops, either when coming in or going out, the Engineer will be paid for the entire trip at the highest rate for any engine used on the trip after leaving shops going out or before reaching shops coming in.

(c) At Denison Engineers will take their locomotives at the engine house going out and return them to the engine house coming in and in addition thereto the hostlers will take inbound engines, train 57 at H. & T. C. connection after deliveries of cars made at night to the H. & T. C. when no yard engine is on duty.

(d) This does not affect present practices at other points.

ARTICLE 57

Contract Work—Engineers Used

Engineers will be assigned to engines or trains engaged in maintenance work for this company or in construction or betterment work which necessitates the use of its rails, from the seniority roster in the same manner as for any other service.

ARTICLE 58

Re-Examination

In case of Engineers and Firemen failing to pass proper examination for eyesight or hearing they will be given a fair and practicable field test as follows: First, for hearing, ability to hear ordinary conversation and air whistle signals in cabs. Second, for eyesight, ability to distinguish colors that are used daily in the operation of trains, also ability to see semaphore signals two thousand (2,000) feet, and hand signals six hundred (600) feet. In the event of re-examination, Engineers or Firemen will be permitted to wear glasses if unable to pass the examination without them, the same kind of glasses to be worn on duty.

ARTICLE 59

Road Absorbed—Engineers Retain Rights

Should at any time the Kansas, Oklahoma and Gulf Railway Company change hands or be absorbed by another railroad or system, all Engineers employed by the Kansas, Oklahoma & Gulf Railway Company will hold their rights and seniority the same as before, and will not be displaced by Engineers from the absorbing line.

ARTICLE 60

Interpretations—Grievances

All questions pertaining to rates, rules and working conditions of Locomotive Engineers will be considered by the officers of the Company with the regularly authorized committee of the Brotherhood of Locomotive Engineers.

The Committee will be furnished with the Company's record upon request. It is understood that any Engineer feeling himself aggrieved may be represented by the Committee of his choice and have his case adjusted under the terms of this schedule in accordance with the interpretations placed upon its several articles by the Company and the regularly authorized Engineer's committee.

ARTICLE 61

Cars Ahead of Engine

Engineers will not be required to shove or handle cars ahead of engine on main line between stations, except in case of washouts, wrecks or blockades or in mine and yard work.

ARTICLE 62

Pilot Engines

K. O. & G. Engineers when available, will pilot engines of trains from foreign roads when such trains are being detoured over the lines of the K. O. & G. Railway.

When used to pilot passenger trains passenger rates and rules will apply. When used to pilot freight trains freight rates and rules will apply.

ARTICLE 63

Backing Up

Engineers in road service will not be required to back up except when doubling hills, running for water, breaking in two or on account of wrecks or washouts.

Work trains, mine runs, trains required to back up one way, and helpers not included.

ARTICLE 64

Assigned to Runs

Engineers will be assigned to regular time card runs or pool turns, regardless of engine furnished.

ARTICLE 65

Fines

No fines will be imposed upon Engineers for loss or breakage of tools, for damage incurred by accident to rolling stock or for stock killed or injured. Engineers agree to use their best efforts to avoid accidents and damages as far as possible.

ARTICLE 66

Tool Boxes

Engineer's tool box will be taken off and put on engine by roundhouse force, and when Engineers are deadheaded the same force will put tool box and oil cans on train.

ARTICLE 67

Committee Transportation

The Engineers' Committee will be granted leave of absence and will be furnished with K. O. & G. annual transportation.

ARTICLE 68

Time Shortage

When Engineer's time is found to be short on payroll to the amount of \$2.00 or more, through no fault of their own, a time check will be issued to him at once for all shortage of the amount and if less than \$2.00 may be carried over to the next pay day.

ARTICLE 69

Leave of Absence

(a) An Engineer who has been in the service of this Company one year or more and feels that he could better his condition by going into business other than running an engine, will be given a leave of absence of one year, subject to the approval of the Engineers, and should he fail to return at the end of the year he shall be considered out of the service, and if they accept a position running an engine on another Railway without the consent of the Engineers affected, they shall lose their seniority; this is not to apply to Engineers who have been cut off the Board in reducing the force on account of slack business.

(b) An Engineer who has been an employee of this Company sixty days his application or reference must stand approved.

ARTICLE 70

Change Residence

When it becomes necessary for Engineers to change their residence on account of change of card or division or on account of seniority rights, they shall be furnished free transportation for their families and household goods by making written application for same through their Master Mechanic or Foreman, when same does not conflict with the law.

ARTICLE 71

Transportation Families

Transportation will be furnished to Engineers and to their families over the lines of this Company when application is made to the proper officer.

ARTICLE 72

Power in Charge of Engineers

All motive power in road or yard service will be handled exclusively by Engineers in active service, holding rights as Locomotive Engineers on our seniority list, and all engines going over the road under steam will be in charge of an Engineer.

ARTICLE 73

B. of L. E.—Engineers Seeking Employment

Members of the Brotherhood of Locomotive Engineers looking for employment, when vouched for by any B. of L. E. Engineer on K. O. & G. will be furnished free transportation over the K. O. & G. Railway when the laws do not forbid.

ARTICLE 74

Car Equipment and Conditions

(a) Engines will be equipped with clothes boxes, cushions, cushioned arm rests, water buckets, seats, back and side curtains and awnings over side windows.

(b) Boiler heads inside of cab will be kept properly lagged to protect engine crew from heat in summer and the cab kept free from unnecessary openings as a safeguard against cold in winter.

(c) Engine cab will be put in neat condition before starting on trip.

ARTICLE 75

Violations

If an Engineer is ordered to perform service contrary to articles enumerated herein he shall be so ordered in writing by proper officer and shall obey, but may protest to the officer giving the order, and at the earliest opportunity thereafter will refer the matter to such higher officials of the Company as in premises may be proper as well as to the General Chairman of the Engineers' Committee.

ARTICLE 76

Disputes

Should a dispute arise to the intent or meaning of any Rule in this Agreement which cannot be decided in Conference between the Company and the Engineers' Committee, it shall be referred to such tribunal as may be established by Agreement for hearing such disputes, whose decision will be final. Pending an agreement or decision former practices will continue.

ARTICLE 77

The Company on its part and the Engineers on their part, agree with each other that they will per-

form the several stipulations and duties required as provided for in this Agreement, until thirty days' notice be given for a change in same.

For the Receivers:

E. C. BULLARD,
Asst. to Receivers.
C. L. BUSHNELL,
General Superintendent.
M. D. INGRAM,
Supt. of Machinery.

For the Engineers:

R. E. McNARY,
Gen. Chairman B. of L. E.

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