

## **FREIGHT SERVICE - MISCELLANEOUS**

### **RULE 29: MEALS**

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

#### **.... Reference 1971 Interdivisional Service Agreement, Part VII, Section 5 [Meals]:**

“In order to expedite the movement of interdivisional runs, crews on runs of 100 miles or less will not stop to eat except in cases of emergency or unusual delays. For crews on runs of more than 100 miles, the Carrier shall determine the conditions under which such crews may stop to eat. When crews on runs of more than 100 miles are not permitted to stop to eat, members of such crews shall be paid an allowance of \$1 .50 for the trip.”  
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#### **.... Reference Interdivisional LOU dated 12/17/1974**

The \$1.50 allowance, as provided for in Part VII, Section 5 of the December 16, 1971 BofLE Interdivisional Service Agreement will be allowed to Engineers deadheading by bus in those instances when, in accordance with the above-mentioned section, such Engineers are not afforded an opportunity to eat enroute. However, in those instances when a deadheading Engineer does have an opportunity to eat, such Engineer is not entitled to receive the payment provided for in Part VII, Section 5.  
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#### **.... Reference 1991 PEB 219 National Award Article VII**

Effective November 1, 1991, the meal allowance provided for in Article II, Section 2, of the June 25, 1964 National Agreement, as amended, is increased from \$4.15 to \$5.00. Effective November 1, 1994, such meal allowance shall be increased to \$6.00.

### **RULE 30: EATING AND SLEEPING ACCOMMODATIONS**

Engineers will not be tied up between their terminals except at points where food and lodging can be procured.

#### **.... Reference June 25, 1964 National Agreement, Article II, Sections 1 & 2 [Expenses Away From Home]:**

##### **“Section 1 -**

“When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (including tie-up points named by assignment bulletins, or presently listed in schedule agreements, or observed by practice, as regular points for tying up crews) other than the designated home terminal of the crew assignment for four (4) hours or more, each member of the crew so tied up shall be provided suitable lodging at the carrier's expense or an equitable allowance in lieu thereof. Suitable lodging or an equitable allowance in lieu thereof shall be worked out on a local basis. The equitable allowance shall be

provided only if it is not reasonably possible to provide lodging.

“If an allowance is being made in lieu of lodging as well as other considerations under provisions of existing agreements, the amount attributed only to lodging shall be removed if suitable lodging is supplied, or offset against an equivalent allowance. This shall be worked out on a local basis.

“The provisions of this Section shall be made effective at a date no later than 30 days following the effective date of this Agreement.

**Section 2** - When the carrier ties up a road service crew (except short turnaround passenger crews), or individual members thereof, at a terminal (as defined in Section 1 of this Article II) other than the designated home terminal for four (4) hours or more, each member of the crew so tied up shall receive a meal allowance of \$1.50.

**NOTE:** For the purposes of Sections 1 and 2 of this Article II, extra board employees shall be provided with lodgings and meal allowance in accordance with the rule governing the granting of such allowance to the crew they join; that is, the designated home terminal will be the designated terminal of the crew assignment.

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**.... Reference 1971 National Agreement Article VII**

1. Agreement is amended to cover extra men filling temporary vacancies at outlying points subject to the following additional conditions:
  - a. The outlying point must be either 30 miles or more from the terminal limits of the location where the extra list from which called is maintained, or 60 miles or more from the reporting point of the extra list from which called.
  - b. Lodging or allowances in lieu thereof where applicable will be provided only when extra men are held at the outlying point for more than one tour of duty and will continue to be provided for the periods held for each subsequent tour of duty.

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**.... Reference ID AGREEMENT - MODIFICATION dated 07/14/1972**

**Section 1.** Suitable lodgings will be provided for Engineers in interdivisional service. Also, suitable transportation to and from lodging point will be provided for Engineers in interdivisional service where the designated lodging facility is not within one mile of the register point.

**NOTE 1:** 'Suitable lodging' for employees in interdivisional service will consist of a single occupancy room with a bath or shower, a wash basin, two chairs and a writing table. The room will be cleaned and serviced between each occupancy. The room shall be adequately cooled or heated where climatic conditions at the particular location: normally require such cooling or heating. This will not apply to Company Clubhouses and where there are no facilities reasonably available which qualify as 'suitable lodging' as described herein, the Company will have one year from the effective date of the written notice referred to in Section 2, Part I of the Interdivisional Runs Agreement to provide such suitable lodging.

This will not estop the parties from working out an equitable allowance in lieu of providing suitable lodging.

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**RULE 31: OGDEN-WAHSATCH DOUBLE**

Retained but not reproduced herein.