ITEM ‑ 40(a)

**AGREEMENT**

**between**

**UNION PACIFIC RAILROAD COMPANY - EASTERN DISTRICT**

**and**

**UNITED TRANSPORTATION UNION (C)**

**UNITED TRANSPORTATION UNION (T)**

**MILEAGE REGULATIONS -**

**SALINA-JUNCTION CITY AND SALINA-ELLIS**

Subject to the conditions set forth in this agreement, mileage regulations and equalization shall be established for trainmen in freight service, as hereinafter set forth, effective September 1, 1969.

 1. All payments claimed by employe in freight service which under schedule agreement are paid for in miles or hours will be taken into account in applying this agreement.

 2. The maximum miles for trainmen during a checking period will be 4,000 (freight) miles with Rules 40(d) and 21(c) to apply and al1 penalty miles to be registered.

3. A checking period will be for a period of one month.

 On the effective date of this agreement all trainmen will be listed alphabetically and divided into four equal groups in order to determine their respective checking period.

 4. A book will be maintained at each freight home terminal where an extra board is maintained, in which employee working out of such point will register their accumulated mileage for freight service on a date prior to their checking period.

5. Employes in freight service will register 100 miles per day for each day of vacation.

6. Employes will be held responsible for correctly registering and reporting aggregate miles accumulated during their checking period as herein provided. Al1 disputed time claims (claims declined by timekeeping bureau) will be disre­garded in their entirety.

 7. Employes who attain the maximum miles during a checking period will make written request upon the crew dispatcher and Trainmaster to be relieved. Employes working at outside points wi 11 anticipate necessity for relief under the mileage limitations, and make request for relief in the usual manner.

 8. An employe who fails to make a written request to the crew dispatcher and Trainmaster to be relieved upon attaining maximum mileage for his checking period will be penalized two miles for one for each mile in excess of the maximum, except as provided in Section 9. In applying the penalty provided for in Section 8, an employe's maximum mileage in the subsequent checking period will be reduced two miles for each mile in excess.

 9. The penalty provisions of Section 8 will not be invoked if the employe has made written request to be relieved upon attaining the maximum mileage and the request to be relieved is rejected by the crew dispatcher because of a shortage of extra employee. In the event of rejection of an employe's request to be relieved an appropriate notation will be made on the employe's written request, and he will be relieved by the crew dispatcher when men are available who have not reached their maximum miles, and that record will be retained for the inspection of the Local Chai rm en.

 10. In the event of recurring failures of the character referred to in Section 8, the penalty set forth in that section of two to one will be increased to a penalty of five to one on advice from the Local Chai rmen to the crew dispatcher, naming the individual employe whom such penalty will be applied. Recurring failures means all failures after the second failure. These two failures need not be consecutive.

 11. The Local Chairmen shal1 notify the crew dispatcher with respect to any employe who is to be withheld from service, in applying the penalty provisions of Sections 8 and 10. No employe will be withheld from service until he has been con­sulted in regard to his mileage in his checking period.

The Carrier is to be absolved from time claims resulting in the Local Chairmen's error in withholding an employe from service account mileage regulation.

 12. In the application of the mileage limita­tions, as herein provided, it is understood an employe who has not reached his maximum miles in a checking period may begin a trip during which the maximum mileage is reached, or exceeded, without penalty, but excess miles wil1 be carried into and added to mileage in the succeeding checking period.

 Example ‑ An employe accumulated 3,950 miles in his checking period. He may make another round trip without incurring penalty. On‑such trip he accumulates 300 miles making an aggregate of 4,250 miles during his checking period. He shall begin his next checking period with a carry‑over of 250 miles.

 13. Reference to paragraph 2 above ‑ In circumstances where all employee holding seniority in train service have been returned to the working list, mileage may be increased by agreement between Superintendent and Local Chairmen, when business justifies.

 14. The provisions of this agreement will not be construed as establishing any guarantee.

 15. Statement of mileage paid to all employee will be furnished to each Local Chairman, by the Company, for each semi‑monthly period (I.B.M.).

 16. Extra employee who have attained their maximum miles in their checking period will not be used to relieve regularly assigned employee who have also attained their maximum miles.

 17. The Company is not to be penalized in any manner in the application of this agreement.

 18. This agreement is effective September 1, 1969 and may be terminated upon ten days' written notice by any of the signatory parties upon the other two.

Dated at Omaha, Nebraska this 13th day of August, 1969.