ITEM ‑ 40(c)

MILEAGE REGULATIONS:

 SALINA‑KANSAS CITY SALINA‑ELLIS AND BRANCHES

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 Subj*ect*to the conditions set forth in this agreement, mileage regulations and equalization shal1 be established for trainmen in freight ser­vice as hereinafter set forth:

 1. Al1 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 wil1 be 4050 freight miles, with Rule 40(d) to apply and register all penalty miles. 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.

 3. Al1 trainmen will be listed alphabetically and divided into four equal groups in order to determine their respective checking period, which will be for a period of one month.

 4. A book wil1 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 will be held responsible for correctly registering and reporting aggregate miles accumulated during their checking period as herein provided. All disputed time claims (claims declined by timekeeping bureau) will be disregarded in their entirety.

 6. 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 will anticipate necessity for relief under the mileage limitations, and make request for relief in the usual manner.

 7. 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 8. In applying the penalty provided for in Section 7, an employe's maximum mileage in the subsequent checking period will be reduced two miles for each mile in excess.

 8. The penalty provisions of Section 7 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 Chair­men.

 An employe who has attained his maximum mileage and submitted written request for relief who is thereafter used in emergency, need not register such emergency miles.

 9. In event of recurring failures of the character referred to in Section 7, 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 Chairmen to the crew dispatcher, naming the individual employe to whom such penalty will be applied. Recurring failures mean all failures after the second failure. These two failures need not be consecutive.

 10. (a) The Local Chairmen shall notify the crew dispatcher with respect to any employe who is to be withheld from service, in applying the penalty provisions of Sections 7 and 9. No employe will be withheld from service until he has been consulted in regard to his mileage in his checking period.

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

 11. 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 will be carried into and added to mileage in the succeeding checking period.

 Example: An employe accumulated 4049 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 4,349 miles during his checking period. He shall begin his next checking period with a carry‑over of 299 miles.

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

 13. Statement of mileage paid to all em­ployes will be furnished to each Local Chairman, by the Company, for each semi‑monthly period (IBM).

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

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

 16. This agreement is effective July 1, 1974, and may be terminated upon ten (10) days written notice by either of the signatory parties upon the other.

 Dated at Omaha, Nebraska, this 7th day of June, 1974.