

Eating Agreement Violation Superintendent's Bulletin 100 Dated  
10/15/2007

CLAIM 130 MILES PENALTY AT THE HIGH RATE OF PAY, OVER & ABOVE ALL EARNINGS & GUARANTEES ACCOUNT VIOLATION OF THE MPUL EATING AGEEMENT, ARTICLE 36. SUPERINTENDENT'S BULLETIN NO (100) DATED 10/15/2007 IS IN VIOLATION OF THE AGREEMENT. I WAS CALLED FOR (TRAIN-DATE) AND (TIME) ON (DATE) & TIED UP AT (TIME) ON (DATE). I WAS ON DUTY FOR A TOTAL OF (TIME).

Save job data, HOS receipt.

**ARTICLE 36 EATING  
AGREEMENT  
between the  
MISSOURI PACIFIC RAILROAD COMPANY  
and the  
BROTHERHOOD OF LOCOMOTIVE ENGINEERS**

This Agreement is in full and final settlement of those portions of the following formal Notices as they relate to eating on line of road: September 1, 1977, served by General Chairman H. W. Windham (Upper Lines); April 21, 1978, served by General Chairman M. L. Royal (Former T&P); June 29, 1978, served by General Chairman A. J. Beavers (Former Gulf District) covered by 14MB Canes Nos. 10378 and 10408. (Also applies to former C&EI.)

**AGREED:**

1. Engineers in through and irregular freight service will be allowed time for a meal between terminals after being on duty five (5) hours or more when it is apparent the trip cannot be completed within eight (8) hours, provided they notify the dispatcher sufficiently in advance to avoid delay to other trains.
  2. In the application of this Agreement, engineers will exercise prudence and good judgment in order to expedite the movement of trains, and Carrier officers and supervisors will honor requests to eat under the provisions of this Agreement.
  3. Notwithstanding, and in addition to other provisions of this Agreement, where eating places are available, engineers will be allowed to eat on line of road when their train is being delayed to the extent that eating will not cause further delay to their train or work. This will also apply after arrival at the final terminal.
  4. Engineers arriving at their final terminals without having stopped to eat within the last six hours and are then instructed to perform switching other than putting their train away (including the engine) will be allowed to eat, without deduction in pay, prior to performing such switching.
  5. In local, traveling switcher, dodger, work and wrecker service, engineers will be allowed to stop work and eat during each tour of duty that cannot be completed in six (6) hours or less from time on duty, unless they waive the opportunity to do so. (This Section 5 does not change present rules or practices with respect to furnishing engineers on relief trains meals on commissary cars.) **Return to TSE Eating Rule**
  6. There will be no requirement to allow engineers to stop and eat more than once during a single tour of duty. All employes eating on line—of—road or at the final terminal under Section 2 hereof, must do so with the least delay reasonably possible.
  7. When engineers are tied up on line—of—road because of the Hours of Service Law, or any other reason, and are then transported by automobile or similar vehicle operated by an officer or employe of the Carrier, the engineers will be allowed to eat at the first reasonably convenient place on the way to the terminal, provided that the engineers have not stopped to eat within the last six (6) hours. This will also apply when engineers are transported by taxi cab,
  8. The foregoing does not confer on any engineer the unilateral right to stop to eat without first notifying the dispatcher.
  9. After engineers have been on duty ten (10) hours, they will not delay their trains to eat when to do so will result in their tying up under the Hours of Service Law or cause substantial delay to other trains.
- This Agreement signed at St. Louis, Missouri, this 23rd day of July, 1981, to become effective August 16, 1981, as a separate agreement between the Carrier and each General Committee of Adjustment signatory hereto.

FOR THE ORGANIZATION:

/s/ A. J. BEAVERS General Chairman — BLE /s/ M. L. ROYAL General Chairman — BLE /s/ H. E. LANDRUS General Chairman — BLE /s/ R. W. WINDHAM General Chairman — BLE

APPROVED:

/s/ E. E. WATSON

Vice President — BLE

FOR THE CARRIER:

/s/ O. B. SAYERS

Director of Labor Relations

Files: 277—7328

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## ST LOUIS SERVICE UNIT POLICY CONCERNING USE OF LIMO

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### PURPOSE:

ST LOUIS SERVICE UNIT POLICY CONCERNING USE OF LIMO

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**EFFECTIVE DATE: 0001, October 15, 2007**

**CANCELLATION DATE: 2359, December 31, 2007**

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### CANCELLATIONS:

SB #48 DATED JANUARY 01, 2007

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ST. LOUIS SERVICE UNIT POLICY CONCERNING USE OF LIMOS IN AN EFFORT TO EXPEDITE THE TRANSPORTING/DEADHEADING OF EMPLOYEES TO THEIR TRAIN OR TO THEIR TIE-UP POINT TO OBTAIN REST AND MANAGE THE COST OF LIMO EXPENSES, CONTRACT DRIVERS HAVE BEEN INSTRUCTED TO TRANSPORT TRAIN AND ENGINE CREWS TO THEIR DESTINATION WITHOUT DELAY. EXCEPT AS OUTLINED HEREIN, CONTRACT DRIVERS ARE NOT AUTHORIZED TO INCUR ANY WAITING TIME EXPENSES OR DELAY ONCE CREWS HAVE BEEN PICKED UP AND ARE ENROUTE TO THEIR DESTINATION. GIVEN THE DISTANCE TO BE TRANSPORTED/DEADHEAD, BRIEF RESTROOM STOPS ARE PERMITTED. CREWS TIED-UP UNDER THE HOURS OF SERVICE OR RELIEVED FROM SERVICE ON LINE AND ARE BEING TRANSPORTED/DEADHEADED TO THE OFF-DUTY POINT, MAY REQUEST THAT THE LIMO DRIVER STOP AT A FACILITY TO

SECURE FOOD ON THE ROUTE BEING USED. ONLY ONE STOP IS AUTHORIZED.

CREWS THAT ARRIVE AT THEIR FINAL TERMINAL DURING THEIR TOUR OF DUTY ARE NOT ENTITLED TO A MEAL PRIOR TO TIE-UP. CREWS THAT EXPIRE UNDER THE HOURS OF SERVICE AT THEIR FINAL TERMINAL ARE NOT ENTITLED TO A MEAL PRIOR TO TIE-UP.

EMPLOYEES NOT COMPENSATED FOR 'MEALS ENROUTE' ARRIVING AT THEIR FINAL TERMINALS WITHOUT HAVING STOPPED TO EAT WITHIN THE LAST SIX HOURS AND ARE THEN INSTRUCTED TO PERFORM SWITCHING OTHER THAN PUTTING THEIR TRAIN AWAY (INCLUDING THE ENGINE) OR MOVES PERMITTED UNDER LOCAL OR NATIONAL AGREEMENTS, WILL BE ALLOWED TO EAT PRIOR TO PERFORMING SUCH ADDITIONAL WORK.

TRAIN AND ENGINE CREWS ARE INSTRUCTED TO IMMEDIATELY RELEASE LIMOS UPON COMPLETION OF ANY DUTIES DIRECTLY ASSOCIATED WITH THE MOVEMENT OF THEIR TRAIN.

CONTRACT CREW HAULING VEHICLES ARE PROHIBITED FROM MAKING ANY REVERSE MOVEMENT WHILE PASSENGERS ARE IN THE VEHICLES. ALL CURRENT AND POTENTIAL PASSENGERS MUST REMAIN CLEAR OF THE VEHICLE, WATCHING OUT FOR OTHERS DURING THE REVERSE MOVEMENT.

EMPLOYEES MUST ENSURE THEY ARE CLEAR OF THE VEHICLE PATH AND ARE AWARE OF THEIR SURROUNDINGS WHILE THE REVERSE MOVEMENT OCCURS.

CREW MEMBERS ARE PROHIBITED FROM DRIVING THIRD PARTY LIMOS / VANS AT ANY TIME EXCEPT IN AN EMERGENCY SITUATION. CREW MEMBERS EXPOSE BOTH THEMSELVES AND THE UPRR TO LIABILITY WHEN THEY OPERATE LIMOS / VANS EVEN WITH THE PERMISSION OR AT THE REQUEST OF THE DRIVER.

CREW MEMBERS ARE DISCOURAGED FROM AND NOT OBLIGATED TO "TIP" LIMO DRIVERS. RECENT ALLEGATIONS OF LIMO DRIVERS SOLICITING TIPS WILL NOT BE TOLERATED AND IS SPECIFICALLY PROHIBITED IN THE SERVICE PROVIDERS CONTRACT WITH THE UPRR. SHOULD A DRIVER MAKE SUCH REQUEST, PLEASE REPORT THE DRIVERS NAME, LIMO NUMBER, DATE AND TIME TO A UPRR MANAGER.

PLEASE REPORT ANY ATTEMPT BY LIMO DRIVERS TO GO PROCEED OVER A GRADE CROSSING WITH THE WARNING DEVICES ACTIVATED OR WITHOUT STOPPING WHEN REQUIRED TO A UPRR MANAGER. PLEASE PROVIDE THE

DRIVERS NAME, LIMO NUMBER, DATE, TIME AND LOCATION OF  
INCIDENT.

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**SIGNATURE: DAN WITTHAUS**

**SIGNATURE TITLE: SUPERINTENDENT**