

FORM 2642 STD.

A G R E E M E N T

between

**THE ATCHISON, TOPEKA AND
SANTA FE RAILWAY
COMPANY**

and its employes
represented by

**System Federation No. 97, Railway
Employes' Department, AFL-CIO**

composed of

- 1. International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers,**
- 2. International Brotherhood of Electrical
Workers,**
- 3. Brotherhood Railway Carmen of the
United States and Canada.**

This Agreement shall apply to employes of this Carrier who perform work outlined herein in the Maintenance of Equipment Department, Newton Rail Mill and Engineering Department under jurisdiction of the Operating Department.

Effective September 1, 1974

The Index appearing on the following pages I to xix, inclusive, is solely for the purpose of aiding in locating the various subjects and is not an interpretation of, or a part of, the individual rules.

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GENERAL RULES

Hours of Service-Basis of Pay

Rule 1

- (a) Eight (8) hours shall constitute a day's work.
- (b) Except as otherwise provided in this Agreement or as may hereafter be established by mutual agreement, all employees shall be paid on the hourly basis.
- (c) The expressions "positions" and "work" used in this Agreement refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.
- (d) The work week for all employees, subject to the exceptions contained in this Agreement, will be 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven. The work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this Agreement.
- (e) On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
- (f) Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- (g) On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

Rule 1

(h) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven days' service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this Agreement. Where no guarantee rule now exists such relief assignments will not be required to have five (5) days of work per week. The inclusion of the preceding sentence shall be without prejudice to the determination of whether or not a guarantee exists.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(i) If in positions or work extending over a period of five days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (e) above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(j) The typical work week is to be one with two (2) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (f), (g) and (h), the following procedure shall be used:

Rule 1

- (1) All possible regular relief positions shall be established pursuant to paragraph (h).
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief or extra men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
- (8) If the parties hereto are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim. In such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days

Rule 1

in question and that this could be avoided only by working certain employes in excess of five days per week.

(k) To the extent extra or furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employe they will have as their days off the regular days off of that assignment.

(l) The term "work week" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employes shall mean a period of seven (7) consecutive days starting with Monday.

(m) Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employe who will otherwise not have forty (40) hours of work that week; in all other cases in accordance with the appropriate overtime agreement.

NOTE: The inclusion in paragraphs (l) and (m) of this Rule 1 of the words "unassigned employes" shall be without prejudice to the determination of whether or not unassigned employes may be utilized under existing agreements and practices.

(n) The Carrier shall designate the headquarters point for each relief assignment, which shall be changed only after reasonable written notice to the employe affected.

(o) If time consumed in actual travel, including waiting time en route from the headquarters point to the work location, together with necessary time spent waiting for an employe's shift to start exceeds one hour and thirty minutes, or if on completion of

Rule 1

his shift necessary time spent waiting for transportation plus the time of travel including waiting time en route necessary to return to his headquarters point or to the next work location, exceeds one hour and thirty minutes, then the excess over one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled.

(p) Where an employe is required to travel from his headquarters point to another point outside the environs of the city or town in which his headquarters point is located, the Carrier will either provide transportation without charge or reimburse the employe for such transportation cost ("Transportation" means travel by rail, bus or private automobile and "transportation cost" means the established passenger fare or automobile mileage allowance where automobile is used.)

(q) When such employes are unable to return to their headquarters on any day they shall be entitled, in addition to the allowances under paragraphs (o) and (p), to reimbursement for actual necessary cost of lodging and meals while away from headquarters in accordance with the provisions of Rule 21(c) of this Agreement. Employes shall not be paid for any hours after their assigned hours unless actually working, or traveling to another work location. Accommodations on a sleeper may be furnished in lieu of the lodging above provided for and time spent on the sleeper will not be considered travel.

(r) It is anticipated that the Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of the current Agreement, a minimum amount of travel and time away from home for the employes

Rule 2

involved and at the request of the General Chairman of the craft involved, the Carrier's representatives will meet to discuss questions that may be raised as to such assignments.

(s) An employe who performs rest day relief service on an assignment covered by other travel time rules in this Agreement will be covered by such rules while on duty in place of the relieved employe, but his travel to and from the headquarters of the relieved employe will be subject to this rule.

(t) Changes in this Rule 1 must be by mutual agreement between the General Chairman of the craft involved and the officer authorized to negotiate revision of the Agreement.

ONE SHIFT

Rule 2

When one shift is employed, the starting time shall not be earlier than 7:00 AM. nor later than 8:00 A.M. The lunch period shall be within the limits of the fifth and sixth hours and length of the lunch period shall not be less than thirty (30) minutes nor more than one (1) hour, unless otherwise agreed to between the General Chairman of the craft involved and the officer authorized to negotiate revision of Agreement.

This relates to starting time at shop points where but one shift is employed and is not intended to restrict the starting time at other points where service requirements make it necessary to start a single shift of employes at any other hour.

Rule 3

TWO SHIFTS

Rule 3

When two shifts are employed, the starting time of the first shift shall not be earlier than 7:00 A.M., nor later than 8:00 AM., and the second shift shall not start earlier than the close of the first shift nor later than 10:00 P.M. The spread of the second shift shall consist of eight (8) hours excluding twenty (20) minutes for lunch within the limits of the fifth hour. The lunch period under this rule will not be paid for unless worked. Meal period of first shift where two shifts are employed, shall be regulated the same as for one shift operation, viz., within the limits of the fifth and sixth hours, and of not less than thirty minutes nor more than one hour duration, unless otherwise agreed to between the General Chairman of the craft involved and the officer authorized to negotiate revision of Agreement.

THREE SHIFTS

Rule 4

Where three shifts are employed, the starting time of the first shift shall be governed by Rule 2, and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of (8) consecutive hours including an allowance of twenty (20) minutes for lunch. The lunch period must be accorded employees within the limits of the fifth hour. This means that employees starting to work at 7:00 AM., 3:00 PM. or 11:00 P.M. will be given their lunch period not later than 11:40 AM, 7:40 PM. and 3:40A.M., respectively, unless otherwise agreed to between the General Chairman of the craft involved and the officer authorized to negotiate revision of Agreement.

Rule 5

When shift starts at 12:00 Midnight it is understood that this is the third shift of the previous day.
For example:

1st Shift, Jan. 1 8:00 A.M. to 4:00 P.M.

2nd Shift, Jan. 1, 4:00 P.M. to 12:00 Midnight

3rd Shift, Jan. 1, 12:00 Midnight to 8:00 A.M., Jan. 2

UNIFORM COMMENCING AND QUITTING TIME

Rule 5

(a) The time established for commencing and quitting work for all men on each shift in either the Car or Locomotive Department, considered separately, shall be the same at the respective points, but where three shifts are worked by running repair forces, and two shifts by back shop forces, starting times of back shop forces will be governed by the provisions of Rule 3 without regard to starting times of running repair forces.

(b) Three eight (8) hour shifts may be established under the provisions of Rule 4 for the employes necessary to the continuous operation of Power Houses, Millwright Gangs, Heat Treating Plants, Train Yards, running repair and inspection forces, without extending the provisions of Rule 4 to the remainder of the shop force.

(c) This rule contemplates that all employes at one point on the same shift shall start and quit work at the same time, but provides latitude in regulating the starting and quitting time for the Locomotive and Car Departments separately, as well as the Roundhouse and Train Yard forces, where uniform starting time is impracticable. Under these excep-

Rule 6

tions the following variation from the uniform starting time would be permissible:

Department	Starting Time	Quitting Time	Shift
Loco Back Shop	8:00AM	5:00PM	1st
	5:00PM	1:20AM	2nd
Car Repair Shop	8:00AM	4:30PM	
Train Yard	7:00AM	3:00PM	1st
	3:00PM	11:00PM	2nd
	11:00PM	7:00AM	3rd
Roundhouse	7:30AM	3:30PM	1st
	3:30PM	11:30PM	2nd
	11:30 PM	7:30 AM	3rd
Power House	7:30 AM	3:30 PM	1st
	3:30PM	11:30PM	2nd
	11:30PM	7:30AM	3rd

Exceptions to this rule in special cases may be arranged by mutual agreement between the General Chairman of the craft involved and the officer authorized to negotiate revision of Agreement.

(d) In the application of this rule, it is understood that the Car and/or Locomotive Departments may be separated in fixing the time for commencing and quitting work.

OVERTIME PAY – REST DAY SERVICE

Rule 6

(a) Service performed by a regularly assigned hourly or daily rated employe on a rest day of his assignment shall he paid in accordance with the provisions of Rule 9, except as provided in paragraph (b) of this rule.

(b) Service performed by a regularly assigned

Rule 7

hourly or daily rated employe on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

OVERTIME PAY -- HOLIDAY SERVICE

Rule 7

Work performed by an employe whose shift starts on the following legal holidays-viz., New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or proclamation shall he considered the holiday), shall be paid for at the rate of time and one-half. Designated holidays shall be considered days of rest, but the Company may direct to work on those days such numbers of men as are needed to fully maintain the service. This rule does not apply to employes paid under the provisions of Rule 14. It is understood that provisions of Rules 9 and 10 apply to such holiday service.

OVERTIME PAY LIMITS -- REST DAY AND HOLIDAY SERVICE

Rule 8.

In the application of Rules 6 and 7 it is understood that under no circumstances will an employe be allowed, in addition to his holiday pay, more than

Rule 9

one time an one-half or one double time payment for service performed by him on a holiday which is also a work day, a rest day and/or a vacation day.

OVERTIME PAY--CONTINUOUS WITH BULLETINED HOURS AND FOR CALL

Rule 9

a) For continuous service, after regular working hours, employes will be paid time and one-half on the actual minute basis, with a minimum of one (1) hour for forty (40) minutes service or less.

(b) Employes shall not, except in an emergency, be required to work more than two (2) hours overtime without being permitted to go to meals, and such service shall be continuous with the closing hours of the regular shift. Time taken for meals will not terminate the continuous service period and will be paid for up to the thirty (30) minutes at overtime rate.

It is not optional with an employe to discontinue work at the close of the regular shift, take lunch period and then again return, but he must continue to work through for a period not to exceed two (2) hours continuous with the closing hours of the regular shift without being permitted to go to meals. The exception for working employes in excess of two (2) hours overtime without being permitted to go to meals should be limited to genuine emergencies. Care should also be exercised to see that employes doubled over in the place of another are given the opportunity to obtain something to eat before or at the expiration of two (2) hours after the close of the regular shift. This does not mean that the employe must be permitted to go home if it is

Rule 9

impossible to so relieve him, but some means should be provided to give the employe an opportunity to obtain something to eat while on duty without waiting for the regular lunch period of the shift on which he is doubling.

(c) Employes called or required to report for work and reporting, but not used, will be paid a minimum of four (4) hours at straight time rates, except when prevented from working by reasons set out in Rule 31.

(d) Employes called or required to report for work and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and which cannot be performed by the regular force in time to avoid delays to train movement.

(e) Employes shall be allowed time and one-half on minute basis for services of any class performed continuously in advance of the regular working period with a minimum of one (1) hour for forty (40) minutes service or less-the advance period to be not more than one (1) hour. Otherwise, the advance service to be paid for under paragraph '(d) of this rule.

(f) Except as otherwise provided for in this Agreement, all overtime beyond sixteen (16) hours' service in any twenty-four (24) hour period, computed from starting time of employe's regular shift, shall be paid for at the rate of double time. Employes shall not, except in emergency, work more than twenty-four (24) hours continuously.

(g) Provisions in existing rules which relate to the payment of daily overtime shall remain unchanged. Work in excess of forty (40) straight-time hours in

Rule 9

any work week shall be paid for at 1 1/2 times the basic straight-time rate except where such work is performed by an employe due to moving from one assignment to another, or to or from a furloughed list, or where days off are being accumulated under paragraph (j) of Rule 1.

(h) Employes worked more than five days in a work week shall be paid under the provisions of Rule 6, except where such work is performed by an employe due to moving from one assignment to another, or to or from a furloughed list, or where days off are being accumulated under paragraph (j) of Rule 1.

(i) The inclusion in paragraphs (g) and (h) of this rule of the words "or to or from a furloughed list" shall be without prejudice to the determination of whether or not furloughed employes may be utilized under existing agreements and practices.

(j) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(k) Service rendered by an employe on his assigned rest day or days will be paid for under paragraph (d) hereof, except that service rendered by an employe on his assigned rest day or days in filling an assignment which is required to be worked or paid eight

Rule 10

hours on such day will be paid for at the overtime rate with a minimum of eight hours, this minimum not to apply where vacancies are not known sufficiently in advance to permit employes to report at the beginning of the shift, in which event they will finish out the hours of the assignment and be paid for the balance of the day at such rate, but not less than is provided under paragraph (d) hereof. Employes will be notified as soon as possible of such vacancies.

- (1) This rule does not apply to wrecking service.

OVERTIME--DISTRIBUTION OF

Rule 10

(a) When it becomes necessary to work overtime, employes shall not be required to lay off during regular working hours to equalize the time, but this does not prohibit relieving men in order to avoid working more than twenty-four (24) hours continuously.

(b) Overtime will be distributed equally among the employes, who are fully qualified to handle the work, of each shift by crafts.

(c) When overtime is required to complete a job, the employe performing the work may be held not more than two (2) hours beyond the close of his shift to complete the work, without calling an employe from the overtime board. If an employe so used accumulates excessive overtime, effort will be made to equalize such overtime by using other employes qualified to perform the work.

(d) An understanding will be reached between the local supervision and the local committee as to the method of distribution of overtime.

Rule 11

(e) An employe who has elected to participate in the regular distribution of overtime will also be subject to call for overtime service on his assigned rest days immediately preceding and immediately following his regularly assigned vacation periods, providing he makes written request to his supervisor, with copy to his Local Chairman, at least seven (7) days before the start of his vacation and provided the overtime can be completed prior to the employe's regular starting time on the first day of his scheduled vacation period. If, due to unforeseen situations, such employe is held and worked a portion of his scheduled vacation, this will not provide basis for claims for other employes, or, in behalf of the employe so used; however, the latter will be entitled to time and one-half allowance for that part of the vacation period worked plus usual vacation allowance at pro rata rate for each day of his assigned vacation period.

It is to be understood the period of time contemplated by the words "rest days" as used herein and for no other purpose, shall commence at close of shift on last day worked before vacation period commences and shall end at regular starting time on first day of vacation, and following vacation shall commence at regular quitting time of last day of vacation period.

WORK DURING LUNCH PERIOD

Rule 11

- (a) Employes required to work during all, or any part, of the lunch period, shall receive pay for the length of the lunch period regularly established at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed thirty (30) minutes) without loss of time. This does not apply to a three-shift organization where employes

Rule 12

are regularly allowed a lunch period without deductions therefor.

(b) In emergencies, or in positions such as furnace operators for hammemiths, requiring continuous service without an opportunity for meals, employes will be compensated for the meal period on the basis of time and one-half.

EMERGENCY ROAD SERVICE

Rule 12

(a) An employe regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency road work away from such shop, engine house, repair track or inspection point, will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station, and straight-time rate for all time waiting or traveling, except on his assigned rest days and designated holidays time and one-half will be paid.

Call rule not applicable, but no less than four (4) hours will he paid for any and all such service performed.

(b) If during the time on the road an employe is relieved from duty and permitted to go to bed for five (5) hours or more, regardless of whether within his assigned hours or not, (after starting work at the point to which sent and prior to completion of work), such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employe from making his regular daily hours at home station. Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

Rule 12

(c) Employees will be called as nearly as possible one (1) hour before leaving time, and on their return will deliver tools at point designated.

When men return from emergency service on line without tools or leave their tools at station, pay stops at time of train arrival; if required to deliver them to shop, will be paid continuously until that is done.

(d) If required to leave home station during overtime hours, they will be allowed one (1) hour preparatory time at straight-time rate.

(e) Wrecking service will be paid for under this rule except that all time paid for working, waiting or traveling on their assigned rest days and designated holidays, and on other days after the recognized straight-time hours at home station, will be paid for at rate of time and one-half.

(f) Double time payments as per Rule 9(f) will be paid only for actual work performed. Waiting and traveling in connection with road work will be considered as service for the purpose of determining the beginning point for double time allowance.

(g) The provisions of this Section (g) are applicable only to those employees of the Carmen's craft.

1 If the truck is used to perform carmen's work outside of the yard limits, the regularly assigned truck driver will be used, if one is assigned.

2(a). If additional carmen are needed, qualified employees assigned to the repair track with the least amount of overtime on the first shift shall be used if the truck is called to leave home station within two hours and forty minutes (2'40") of the beginning of (or during) the repair track first shift Monday through Friday.

Rule 13

2(b). On Saturdays, Sundays, and outside of the hours covered in Section 2(a) hereof, Monday through Friday, if men in addition to the truck driver are needed, qualified men with the least amount of overtime on the shift on which the truck is called to leave the home station shall be used.

NOTE: Provisions of this Section 2(b) shall not apply to repair track employees while they are on duty on Saturday or Sunday.

2(c). If the procedures outlined in Sections 2(a) and 2(b) do not produce the number of men needed, the lowest man or men on the combined remaining overtime boards shall be called.

3. Should the manning procedures outlined in Paragraphs 2 of this Section require replacement forces on a particular shift, and other employees of the same shift (first, second or third) are required to perform duties of the absent employees, this shall not be viewed as backfilling. This would also hold true if necessary to replace regularly assigned derrick crew members all or a portion of the time absent account derrick service.

EMPLOYEES REGULARLY ASSIGNED TO ROAD WORK – PAID ON HOURLY BASIS

Rule 13

(a) Hourly rated employees regularly assigned to road work whose tour of duty is regular and who leave and return to a home station daily (a boarding car, hotel or motel to be considered a home station), shall be paid for continuous time from the time of leaving the home station to the time they return whether working, waiting or traveling, exclusive of meal period, as follows:

Rule 14

(b) Straight time for all hours traveling or waiting, straight time for work performed during regular hours, and overtime rates for work performed during overtime hours. If for any reason they are unable to return to home station on same day, and can be relieved and permitted to go to bed for five (5) hours or more, such relief time will not be paid for. Under these circumstances, employes will be allowed a day's pay for each day so delayed and allowed actual necessary expenses for meals and lodging if not furnished by the Company.

(c) The starting time is to be not earlier than 6:00 AM. nor later than 8:00 AM. Other starting times may be assigned by mutual agreement between the head of the department affected and the General Chairman of the crafts involved.

(d) Where employes are required to use boarding cars, the Company will furnish sanitary cars and equip them for cooking, heating and lodging; the present practice of furnishing cooks and equipment, and maintaining and operating the cars, shall be continued.

EMPLOYES REGULARLY ASSIGNED TO ROAD WORK--PAID ON MONTHLY BASIS

Rule 14

(a) Monthly rated employes with rates comprehending $212\frac{1}{3}$ hours per month shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employes of the same craft or class shall apply to service on such assigned rest day. Except for the one rest day per week, such monthly rates shall cover all services rendered. No overtime is allowed for time worked in excess of eight (8) hours

Rule 14

per day; on the other hand, no time is to be deducted unless the employe lays off of his own accord.

Ordinary maintenance or construction work will not be required on the 6th day of their work week without additional compensation. Employes shall hold themselves available for service on the sixth day of their work week without additional compensation. If available and not worked on the sixth day, or if worked less than a full day on such sixth day, there shall be no reduction in compensation.

When, under unusual circumstances, employes are required to perform ordinary maintenance or construction work on the sixth day, they will be allowed additional compensation at pro rata rate with minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will be allowed.

To determine the straight time hourly rate, divide the monthly rate by 212-1/3 hours. Such employes working a fractional part of a month shall be paid a pro rate of the monthly rate based on the calendar days of the month less rest days. So long as the monthly rates remain in effect for such employes on this basis, future 'wage adjustments shall be based on the factor of 212-1/3 hours.

The sixth day in the work week of six day per week monthly rated employes shall be considered a workday for vacation and vacation qualifying purposes. The number of qualifying days for vacation purposes applicable to hourly rated employes subject to this Agreement shall also apply to these six day per week monthly rated employes

(b) Employes paid under this rule who are required to work on designated holidays will be allowed additional compensation at pro rata rate with mini-

Rule 14

mum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will be allowed. Employees paid under this rule who check for mail and wires on specified holidays shall not be entitled to pay therefor as this is not considered work. On the other hand, any work performed, including time waiting and traveling, shall be considered in arriving at the dividing point between two (2) and four (4) hours for the purpose of allowing pay.

(c) The regularly assigned road men under the provisions of this rule may be used, when at headquarters, to perform work in connection with their regular assignments.

(d) Where meals and lodging are not furnished by the Company or when the service requirements make the purchase of meals and lodging necessary while away from headquarters, employees will be reimbursed for such actual necessary expense.

(e) When in the judgment of the Management conditions will permit, employees regularly assigned to road work and paid on a monthly basis in accordance with this rule, will be permitted to make weekend trips to their home station without loss of time, provided they will be back on their assignment ready to start their day's work on Monday at regular starting time. Free transportation will be provided, but no personal expenses will be paid at the home station.

(f) If it is found that this rule does not produce adequate compensation for certain of these positions by reason of the occupants thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment.

Rule 15

CHANGING SHIFTS – METHOD OF PAY

Rule 15

(a) Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are changed in exercise of seniority or to provide vacation relief; neither will it apply to shift changes included in a regular relief assignment. It is understood that relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief men.

(b) An employee will be considered as having changed shifts under this rule, and be allowed time and one-half for time worked on the new shift the first day of the change, when he is ordered by his foreman to work a shift other than his own. If he works the new shift two (2) or more days, he will be paid straight time hours after the first day. If, after having worked two (2) days on a shift other than his own, he is returned to his old shift or any other shift, he will then be paid time and one-half for the first day on such old or other shift.

Employees working a regular shift and required to work on another shift in addition to their own on the same day will be paid for the second shift under overtime rules. This will not apply when shifts are changed in exercise of seniority or to provide vacation relief. Care should be exercised that the overtime is distributed so as to avoid employees working two (2) consecutive shifts other than and in addition to their own.

Rule 16

(c) The language “exercise of seniority” as contained in this rule does not apply in cases where junior employes affected by a reduction in or adjustment of force or abolishment of position are unable to retain a position on the same shift. Employes so affected who are able to remain on the same shift, but elect to displace on another shift, shall not be entitled to the change of shift payment provided for in this rule.

BULLETINING AND ASSIGNING POSITIONS

Rule 16

(a) New positions or permanent vacancies will be bulletined. Temporary vacancies of thirty (30) calendar days or more known duration, if such vacancies are to be filled, shall also be bulletined. When an employe is absent from his regular assigned position for a period in excess of 180 consecutive calendar days his position will be considered a permanent vacancy and so bulletined. Bulletins must be posted four (4) calendar days, exclusive of holidays, before permanent assignments are made to such new positions or vacancies.

(b) Employes desiring positions so bulletined will make written application in duplicate to the officer in charge, and duplicate copy of the application will be given to the Local Craft Chairman by the foreman.

Bulletins covering new positions or vacancies shall show location, title, special qualifications necessary, if any, assigned hours and rest days, rate of pay, and if a vacancy, whether temporary or permanent and the name of the individual vacating the position.

Boxes may be removed and bids delivered to the Foreman who will see that the Local Chairman re

Rule 16

ceives a copy of each. It is not intended that the Local Chairman be required to post these bulletins, but that the Foreman designate someone (other than workman) in his organization to post them if he does not do so himself. Foreman will see that Local Chairman is furnished daily with copies of such bids as have been filed on bulletins posted. When the bulletin has expired and bids are considered, the Chairman will be called in and bids shall be jointly examined before assignment is made. Bulletin will be posted showing successful bidder, and copy of such bulletin will be handed to the Chairman on the same date it is posted.

(c) The senior employe of the craft filing application will be assigned. If no bids are received, the position will be filled by assigning the junior qualified employe of the craft. An employe assigned will not be eligible to bid on the position vacated by him until it is bulletined the second time.

An employe who fails to qualify after a reasonable trial may only displace the junior employe of his craft, the junior employe to take any position left vacant in his classification.

"Reasonable trial", as used herein, is defined as all the way from a few days to thirty (30) days. If an employe whom the Supervisor feels is not capable of handling a bulletined position becomes the senior bidder for such a position, the matter should be gone over with the Committee in an effort to obtain their concurrence. Likewise, if given a trial and it becomes apparent in a few days that the individual will be unable to qualify, the matter should be brought to the attention of the Committee without awaiting the end of the thirty (30) day period.

It is contemplated under this rule that assignments to positions will be made promptly after bids close.

Rule 17

(d) It is contemplated that bids will be filed by employes on the same shift only when the work which they are performing is not comparable with that of the bulletined position. An understanding will be had between the local supervision and the committee as to the positions or work that is to be considered comparable.

(e) Employes exercising seniority rights under this rule will do so without expense to the Company.

EXERCISING SENIORITY UPON RETURN FROM LEAVE OF ABSENCE OR TEMPORARY ASSIGNMENT Rule 17

(a) An employe returning after leave of absence, sick leave, military service, disability annuity, vacation, temporary assignment or reinstatement which prevented him from bidding (including vacation or other temporary relief service on official or supervisory position) or upon being relieved from an official or supervisory position who has been absent from his former position 180 consecutive calendar days or less may resume his former assignment, provided it has not been abolished or taken by a senior employe in the exercise of seniority rights, or may, upon return or within four (4) calendar days after resuming duty on his former position, exercise seniority on any position bulletined during his absence.

(b) An employe whose permanent assignment has been abolished or taken by a senior employe in the exercise of seniority rights, or who has been absent from his former position in excess of 180 consecutive calendar days may, upon return, exercise seniority over any junior employe. The returning employe may

Rule 18

displace on a temporary vacancy and upon release therefrom may exercise his seniority over any junior employe. Employes displaced through exercise of seniority under this rule may exercise seniority over any junior employe.

(c) Employes exercising seniority rights under this rule will do so without expense to the Company.

TRANSFERS – EMPLOYES IN SERVICE

Rule 18

(a) Employes desiring to transfer from one point to another with a view of accepting a permanent transfer will make written application to their supervisor at the point employed.

Employes accepting a permanent transfer, will, after 30 days, lose their seniority at the point they left and their seniority at the point to which transferred will begin on the date of their first service.

Employes will not be compelled to accept a permanent transfer to another point.

(b) An apprentice, who elects to transfer from point of indenture to another point under the provisions of this rule will be placed on the apprentice roster at such point with his date on the roster as of the day he first performs service at the new location in lieu of his original indenture date.

(c) Upon completion of his apprenticeship, such apprentice will be given a seniority date under the provisions of Section L of the Apprentice Training Program Agreement, but not earlier than the date he commenced service at the new location.

(d) Transfers under this rule will be without expense to the Railway Company.

**TRANSFERS--EMPLOYEES IN
FURLOUGHED STATUS**

Rule 19

(a) While forces are reduced, furloughed men on a General Manager's territory will be given consideration in seniority order for transfer to other points on that territory where men are needed, providing they can qualify after reasonable trial to handle the work of the vacant position. An employe will be privileged to return to home point when recalled under the provisions of Rule 24, except that such employe will not be required to accept recall to an advertised temporary vacancy; however, he must be offered the opportunity to do so. If he declines to accept such recall to an advertised temporary vacancy, such rejection must be in writing.

Such employe, if subsequently furloughed at the point to which transferred, will not be permitted to exercise displacement rights on an advertised temporary position previously declined by him at his home point.

(b) An employe laid off in reduction of force desiring to secure employment under this rule must notify his supervisor in writing within 7 days of date of notice of reduction which resulted in his furlough.

An employe who fails to request transfer under this rule within the time limit prescribed above may also be given consideration for transfer under this rule, but not prior to acceptance or rejection of such transfer by all employes who make request in accordance with paragraph (a) hereof.

(c) Employes so transferring shall retain seniority at home point and be shown on the roster at the

Rule 20

point to which transferred as of the date of transfer. If recalled to home point for a permanent vacancy or new position he shall forfeit seniority at point to which transferred unless he elects to remain at that point, in which event he will forfeit his home point seniority.

(d) An employe who transfers under this rule and who later resigns, while employed at the point to which transferred, will lose his home point seniority unless his resignation specifies that such resignation affects only the point to which transferred.

(e) Transfer under this rule is to be made without expense to the Company.

FILLING VACANCIES--RATE OF PAY

Rule 20

Where an employe, except apprentices, is required to perform work carrying a higher rate of pay, he shall receive the higher rate of pay, but if required temporarily to perform work carrying a lower rate, his rate will not be changed.

FILLING TEMPORARY VACANCIES, OR TEMPORARY SERVICE, AT OUTSIDE POINTS

Rule 21

(a) Employes sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from the time ordered to leave home point to time of reporting at point to which sent and straight-time rate for all time waiting

Rule 22

or traveling; except on their assigned rest days and designated holidays time and one-half will be paid. If on arrival at the outlying point there is an opportunity to go to bed for five hours or more before starting work, time will not be allowed for such hours.

(b) While at such outside point they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed not less than eight (8) hours for each working day.

(c) Where meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

(d) Time to be allowed for return trip as provided for in paragraph (a) of this rule up to time of arrival at home point.

(e) Double time payments as per Rule 9 will be paid only for actual work performed. Waiting and traveling in connection with road work will be considered as service for the purpose of determining the beginning point for double time allowance.

FILLING VACANCIES OF FOREMEN

Rule 22

(a) Mechanics holding Journeyman's seniority under this Agreement and in service of the railway company in any capacity will be given preference for promotion to positions of Gang Foremen and Foremen. In filling such positions, employees selected will be from the respective crafts of the employees over which they will exercise supervision.

(b) Employees promoted to positions of Gang Foremen and Foremen under this rule will retain seniority in the craft and at the point from which promoted.

Rule 23

(c) Technical school graduates in service holding degrees in Mechanical or Electrical Engineering will be eligible for assignment as Gang Foreman or Foreman.

FILLING TEMPORARY VACANCIES -

FOREMEN

Rule 23

Should an employe be assigned temporarily to fill the place of a foreman, such employe will be paid the foreman's rate and accept the conditions applying to the position. Employes so assigned will be taken from among those holding seniority as mechanics in the respective crafts, but this rule does not require the filling of a foreman's position when the Management concludes other foremen can handle their duties.

REDUCTION OR ADJUSTMENT

OF FORCE AND RECALL

Rule 24

(a) When it becomes necessary to reduce expenses or adjust forces, the force at any point, shop, department or subdivision thereof to be considered separately; employes will be laid off in reverse of seniority, in accordance with the provisions of Rule 110 or 111, except that the senior employes of the class capable of doing the work shall be retained and take the rate of the job to which assigned.

(b) Five (5) working days' notice will be given by bulletin to the employe whose position is to be abolished or who will be laid off in force reduction, and copy of bulletin will be furnished the Local Commit-

Rule 24

tee. Any employe who is to be laid off due to force reduction and is absent during the period the notice is posted shall be notified by mail at the last address he has filed.

(c) employes laid off in force reduction must, within seven (7) days of the date of notice of reduction, file their addresses with the officer in charge, in triplicate, on form to be provided for the purpose. The officer will sign and return one copy to the employe and deliver one to the Local Chairman of the Craft. Employe so affected must also advise the officer in charge of any subsequent changes in his address and, in addition, notify him in writing of his current address between December 1 and December 31 of each calendar year, regardless of whether changed since last notice was filed. Employes failing to comply with either or both of these requirements for filing addresses and subsequent notices of change will result in forfeiture of seniority and right to recall to service.

This Section (c) shall not apply in the case of an employe who is force reduced in one classification and continues employment in another classification under the provisions of the Shop Crafts' or Firemen and Oilers' Agreements at the same location.

(d) In restoration of forces, including advertised temporary vacancies, employes will be returned to service in the order of their seniority, if available, except as provided in rule 19, within fourteen (14) days providing they are qualified to handle the work of the position to be filled. If not so qualified, the employe will stand by and the next furloughed employe will be called. An employe failing to notify officer in charge, within ten (10) days after notice of recall has been mailed to his last recorded address, of his intention to return to work will result in for-

Rule 24

feiture of seniority and right to recall, unless proof of disability is furnished the officer in charge within said ten (10) days and unless such time is extended because of serious illness or injury. Employees left unplaced shall be considered off in force reduction but shall be subject to further call when additional men are needed providing they comply with all the requirements of this rule.

(e) In all instances, the Local Chairman of the craft will be advised when an employe forfeits his seniority and right to recall or is bypassed because of lack of qualifications under this rule.

(f) Rules, agreements or practices, however established, that require advance notice to employes before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (g) below, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employe who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

(g) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of a carrier's opera

Rule 25

tions in whole or in part is due to a labor dispute between said carrier and any of its employes.

(h) In reduction of force, the ratio of apprentices will be governed by the provisions of Appendix 4, Section E.

LEAVE OF ABSENCE Rule 25

(a) In case of personal illness, employes shall be granted leaves of absence.

(b) In case of personal business, employes shall be granted reasonable leaves of absence when they can be spared without interference to the service. Such leaves of absence shall not exceed ninety (90) days in any twelve (12) consecutive months without concurrence of the General Chairman.

(c) Leaves of absence for more than ten (10) calendar days must be requested on designated form and approved by the authorized Company officer.

(d) An employe on formal leave of absence must give not less than 24 hours advance notice of his intent to return to service in order for the employe relieving him to be notified prior to the completion of the last tour of duty. The Company upon receipt of such notice will promptly notify the employe involved.

(e) Employes failing to report for duty at the expiration of leave of absence will be subject to discipline.

(f) Other than leaves of absence granted employes under governmental edict, no leaves of absence shall be granted to attend school unless such schooling is job related and enhances their value to the Company, the Company to be the judge.

Rule 26

(g) Employees shall not be granted leave of absence to accept outside employment without consent from the General Chairman of the craft involved. A statement from said General Chairman shall be attached to Form 1516 consenting to the granting of said leave of absence. It must be clearly understood that the President is the only officer of the Company authorized to grant such leaves.

Employees accepting outside employment will lose their seniority unless special provisions, as outlined above, have been made.

ABSENCE FROM WORK

Rule 26

An employee desiring to remain away from work will obtain permission from his supervisor. If sickness or other unavoidable cause prevents him from reporting at his regular post of duty, he shall notify his supervisor as promptly as possible.

FAITHFUL SERVICE

Rule 27

Employees who have given long and faithful service to the Company and who have become unable to satisfactorily handle their normal assignments, shall be given consideration for transfer to other work as may be available within their own craft when practical to do so, in which event they shall be paid the established rate applying to the position to which transferred. This rule is to be applied in cooperation with the Local Committee of the craft involved.

ATTENDING COURT OR INQUEST

Rule 28

(a) Employees taken away from their regular as-

Rule 28

signed duties on instructions of the Company to attend court, inquest or to appear as witnesses for the Company shall be allowed compensation equal to what would have been earned had such interruption not taken place. Such an employe who works his assignments for the day or any-portion thereof and by is required by the Company to devote his time to such service outside his regular assigned hours shall be paid, in addition to payment for his assignment, a minimum of three (3) hours for two (2) hours or less actual time required to be in attendance outside his assigned hours, and if in excess of two (2) hours, time and one-half will be allowed on the minute basis. Employes in active service used under this Rule 28 as witnesses for the Company on either of their assigned rest days shall be paid a minimum of three (3) hours for two (2) hours or less actual time required to be in attendance, and if in excess of two (2) hours, time and one-half will be allowed on the minute basis, unless such employe qualifies for double time payment under the provisions of Rule 6(b), on the second rest day he will be paid a minimum of four (4)hours for two (2) hours or less actual time required to be in attendance, and if in excess of two(2) hours double time will be allowed on the minute basis.

(b) Employes used under the provisions of this Rule 28 on any day while on vacation or leave of absence shall be paid a minimum of three (3) hours for two (2) hours or less actual time required to he in attendance, and if in excess of two (2) hours, time and one-half will be allowed on the minute basis.

(c) The words "in attendance" as used in this Rule 28 shall be interpreted as the period extending from the time required to report at court, inquest or as witness, until released therefrom.

Rule 29

(d) Employees used under the provisions of this Rule 28 who are required to travel on instructions of the Company will be paid for such travel time at pro rata rate. Employees shall be furnished transportation and shall be reimbursed for any necessary actual expenses incurred.

(e) Any fees or mileage otherwise accruing to employees used under this Rule 28 shall be assigned to the Company.

(f) Court attendance paid for under this rule will be considered as compensated service for the purpose of determining qualification for holiday pay and will be included in computing days of compensated service for vacation qualifying purposes.

JURY DUTY PAY

Rule 29

When a regularly assigned employe is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employe must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

(2) An employe must furnish the Carrier with a

Rule 30

statement from the court of jury allowances paid and the days on which jury duty was performed.

(3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(4) No jury duty pay will be allowed for any day as to which the employe is entitled to vacation or holiday pay.

(5) When an employe is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the employe's regular position shall be blanked, notwithstanding the provisions of any other rules.

(6) Jury duty paid for under this rule will be considered as compensated service for the purpose of determining qualification for holiday pay and will be included in computing days of compensated service for vacation qualifying purposes.

PAYING OFF

Rule 30

(a) Employes shall be paid semi-monthly and during daylight hours, as at present.

(b) Should the regular payday fall on a holiday or days when the shops are closed, men shall be paid on the preceding day, when possible.

(c) Where there is a shortage equal to one (1) day's pay or more in the pay of an employe a check shall be issued, upon request, to cover the shortage, less pro rated deductions.

(d) Employes leaving the service of the Company shall be given a check covering all time within

Rule 31

twenty-four (24) hours at points where time checks are issued, and within forty-eight (48) hours at other points or earlier when possible, exclusive of Saturdays, Sundays and holidays.

(e) During inclement weather, provisions shall be made to pay employes under shelter where buildings are available.

WORK WHEN SHOPS ARE CLOSED

Rule 31

When a shop or department is closed due to a breakdown of machinery, interruption of train service, flood, fire, snowstorm or other Acts of Providence necessitating the suspension of shop operation, such employes as are required to work will receive straight time for straight time hours and overtime for overtime hours.

SENIORITY

Rule 32

(a) The seniority of each employe shall start from the time he first performs actual service in the craft or class in which employed with the Company as evidenced by clock or other registration. The seniority of two or more employed at the same time in the same seniority district will be determined by the order in which the final employment forms were completed. Such forms shall show the date and time completed.

(b) Seniority of employes covered by this Agreement shall be confined to the point or district in which employed for each of the following crafts, except as otherwise provided herein:

Rule 32

<i>Craft</i>	<i>Subdivision</i>
Blacksmith	Blacksmiths Blacksmith Helpers
Boilermakers	Boilermakers Boilermaker Helpers
Carmen	Three subdivisions as follows, except Topeka Shops: Upholsterers Painters Carmen Carmen Helpers Coach Cleaners
Electrical Workers	Electricians Electrician Helpers
Machinists	Machinists Machinist Helpers
Sheet Metal Workers	Motor Car Maintainers Sheet Metal Workers Sheet Metal Worker Helpers

(c) Separate seniority lists shall be prepared from the Company's record as of January 1 of each year, and shall be open to protest for a period of 60 days from the date of posting. When evidence is presented by an employe or his representative to the proper officer proving that an error exists in a seniority date, such error shall be corrected. The Company shall furnish the General Chairman with copies of all seniority rosters of employes covered by this Agreement.

(d) Shop Extension Electrical Workers, Grand Division Sheet Metal Workers, including helpers and apprentices, assigned to construction and repair work will hold Grand Division seniority on the General Manager's territory on which employed.

(e) Employes holding seniority in the craft who have been or may hereafter be selected by the Company and transferred to other positions not covered by any labor agreement or in a special, supervisory or official capacity, will retain home point seniority unimpaired. Such seniority may be exercised under the provisions of Rule 17.

Sections (f), (g), (h), (i) and (j) are only applicable for Topeka Shops.

(f) Passenger Car and Freight Car Departments

Rule 32

at Topeka will be continued as separate seniority districts but, as in the past, in filling vacancies or new positions in the Passenger Car Department, they will first be bulletined to the employees of the respective subdivisions in that Department and if not filled in that manner, will then be bulletined to the Freight Car Department before transferring or employing additional men for service in such department. In reducing or adjusting the force, employees having insufficient seniority to remain in the Passenger Car Department but who hold seniority in the Freight Car Department, or vice versa, will be permitted to exercise displacement rights over junior employees in the other department, when affected by force reduction.

(g) Carman Helpers transferred from the Freight Car Department to the Passenger Car Department or vice versa, since August 1, 1945 shall have their names placed on the roster from which transferred as of the date now shown on that roster and, in addition, shall have their name placed on the roster of the department to which transferred as of the date of such transfer. In the event any such employee is affected by force reduction, he shall be required to exercise seniority in the district in which employed at that time, and if unable to obtain a position in that district shall have the option of exercising seniority in the department from which transferred or accepting furlough and be considered as having forfeited seniority in the department from which transferred. If exercising seniority in the department from which transferred, he shall forfeit seniority in the district in which employed at the time affected by force reduction and thereafter shall be subject to recall under Rule 24 of the General Agreement in only the seniority district in which he retains rights to recall.

(h) The East Mill is a part of the Freight Car Department seniority district and the West Mill
a

Rule 32

part of the Passenger Car Department seniority district and the present combined seniority roster shall be separated and the wood machinists employed in the Freight Car Mill shall be shown on the General Freight Carmen's roster, with the dates now shown on the present roster. Likewise, the wood machinists in the West Mill shall be shown on the Passenger Car Department roster with the same dates now shown on the present roster.

(i) Employees covered by Paragraph (h) who acquired, since August 1, 1945, seniority as either Freight carmen or Passenger carmen, shall continue to have their names carried on the Freight Car or Passenger Car General Roster with the dates now shown on those rosters and, should they hereafter be affected by a seniority move, they will be required to first exercise the seniority in the district in which employed or accept furlough, in which event they shall forfeit seniority acquired in any other district. If they should exercise seniority previously acquired, they shall forfeit seniority in the district in which employed at the time they are affected by force reduction and thereafter shall be subject to recall only in the district in which they retain seniority rights.

(j) Carmen, who are classified as freight carmen working in the district embraced by the Passenger Car Department, shall continue to have their names carried on the Carmen's roster of the Freight Car Department seniority list

(k) Seniority rosters as now established shall continue in effect until changed by mutual agreement between the General Chairman of the craft involved and the officer authorized to negotiate revision of Agreement.

Rule 33

MOTOR CAR MAINTAINERS

Rule 33

(a) Motor Car Maintainers will hold seniority among themselves on the Grand Division to which assigned, and will retain and accumulate all previously acquired seniority.

(b) New positions or vacancies of 30 calendar days or more, if such vacancy is to be filled, will be advertised by bulletin to all Motor Car Maintainers on the Grand Division where employed. Copies of such bulletins will be furnished the General Chairman.

(c) A machinist may make written application to the officer designated by the Carrier, with copy to the General Chairman, for consideration for Motor Car Maintainer position, such application to expire as of December 31 each year or upon the employe's rejection of a job offer in response to his application.

(d) If no bids are received or there are no Motor Car Maintainers to accept recall the senior qualified Machinist on the Grand Division on which the vacancy exists who has application on file with the designated officer as of the closing date of the bulletin will be assigned

(e) A Motor Car Maintainer who is affected by force reduction or abolishment of position will displace any junior employe assigned as Motor Car Maintainer on the Grand Division or forfeit seniority as such and upon returning to work in the shop may only exercise his seniority over the junior employe.

(f) A Motor Car Maintainer affected by force reduction or abolishment of position who is unable to displace a junior employe assigned as Motor Car

Rule 34

Maintainer on the same Grand Division may exercise his seniority rights in the craft at his home point and will continue to retain rights as Motor Car Maintainer subject to recall as such under Rule 24. Failure to exercise his seniority at his home point will result in the forfeiture of such seniority.

A Motor Car Maintainer so affected holding no Machinist seniority will stand by as furloughed subject to recall only as a Motor Car Maintainer.

(g) A Motor Car Maintainer assigned as such and who wishes to return to his home point may only do so by bidding on an advertised permanent vacancy or new position. If assigned thereto he relinquishes his seniority as a Motor Car Maintainer.

(h) Motor Car Maintainers, being machinists, are expected to perform indiscriminately work on either motor cars or work equipment, except as otherwise provided in the rules of this Agreement.

(i) When Motor Car Maintainers are paid on a monthly basis they will be subject to the provisions of Rule 14 of this Agreement.

SCALE INSPECTORS

Rule 34

(a) New positions or vacancies of 30 calendar days or more, if such vacancy is to be filled, will be filled by selecting, without regard to seniority or territory to which assigned, a machinist capable and qualified to handle the work. Preference shall be given to machinists assigned as Scale Shop Mechanics who have a request on file for such consideration. Employees so selected shall retain rights to return to point from which promoted and exercise craft seniority if relieved due to force reduction or action by the Company.

Rule 35

(b) When a vacancy occurs in a position of Scale Inspector employes then working as Scale Inspectors will be given consideration in filling the vacancy, provided they have on file with the Chief Scale Inspector at Topeka an application indicating that they desire to be considered in filling the vacancy. Such application must be on file when the vacancy occurs and it should show the point at which the applicant desires transfer to when such vacancy occurs. If an application is on file from more than one employe at the time the vacancy occurs, the Carrier will determine which applicant shall be selected.

CAR LIGHTING AND AIR CONDITIONING INSPECTORS

Rule 35

(a) New positions or vacancies of 30 days or more duration of Car Lighting and Air Conditioning Inspector, if to be filled, shall be filled by selecting the senior electrician qualified to perform the work who has application on file with the Assistant General Manager-Mechanical on whose territory the vacancy exists. The Assistant General Manager-Mechanical shall notify the General Chairman the name of the individual selected.

(b) Car Lighting and Air Conditioning Inspectors who desire to transfer to another point or territory in like capacity may do so by filing written application with the Assistant General Manager-Mechanical on whose territory the position is located, with copy to the General Chairman, and they will be given preference over applicants not so assigned. The senior such applicant will be assigned.

(c) If a new position or vacancy of Car Lighting

Rule 35

and Air Conditioning Inspector cannot be filled under the provisions of Paragraph (a) hereof, the position may be filled by the appointment or employment of any individual meeting the requirements of the qualification rules under this Agreement. Car Lighting and Air Conditioning Inspectors employed under this rule will be given a seniority date as an electrician on the seniority roster at the point at which employed as of the first day they perform service.

(d) Electricians may make written application to the Assistant General Manager-Mechanical of the Grand Division on which they desire consideration for Car Lighting and Air Conditioning Inspector positions, such applications to expire as of December 31 each year or upon the employe's rejection of job offer in response to his application. Copy of such application will be furnished by the employe to his General Chairman.

(e) An electrician who wishes to return to his home point may only do so by bidding on an advertised permanent vacancy or new position but will not be released from the assignment as Car Lighting and Air Conditioning Inspector until a qualified electrician is secured to replace him, which will be done as promptly as possible.

(f) When it becomes necessary to reduce the force of Car Lighting and Air Conditioning Inspectors at any point where more than one inspector is assigned, the junior employe assigned as such at the point shall be removed on the basis of relative dates on the Electricians' seniority rosters on which the affected Inspectors' names appear. If the displaced Car Lighting and Air Conditioning Inspector was transferred from another point he shall be required to return to his home point and exercise his seniority as provided in this Rule 35 (g).

Rule 35

(g) While so assigned, Car Lighting and Air Conditioning Inspectors will retain seniority as an electrician at the point from which promoted. This Seniority may be exercised when they are affected through force reduction or otherwise displaced.

(h) In recognition of the peculiar circumstances and the irregular nature of the service required of Car Lighting and Air Conditioning Inspectors because of train schedules and operating conditions, the hours of assignment of men occupying such positions will be mutually agreed upon by the General Chairman and the Assistant General Manager-Mechanical of the territory involved.

(i) Transfer under this rule shall be without expense to the Company.

(j) 1. Car Lighting and Air Conditioning Inspectors paid under Rule 14 shall be additionally compensated for all time worked or held on duty in excess of eight hours per day continuous with their regular assigned hours or during the spread of the starting time and the close of their shift, Monday through Saturday, at one and one-half times their basic straight time rate.

2. For all time actually worked or held on duty on such days outside of the spread of and not continuous with their regular assigned hours, they shall be paid a minimum of two hours in each instance at straight time rate. For all time in excess of two hours, they shall be paid on the minute basis at one and one-half times their basic straight time rate.

3. Time worked or held on duty when not continuous with their regular assigned hours shall be computed from time of reporting until released.

4. Waiting or traveling time going or returning

Rule 36

from trips on the line, except when actually working, shall not be counted as time to be paid for under this rule.

5. No overtime payments are to be made for time worked on any day Monday through Saturday on which the employe does not actually render compensated service in excess of eight hours.

6. Overtime shall be paid for at the average hourly rate of the position, which is to be arrived at by dividing the monthly rate by 212-1/3 hours.

7. Time paid for must be reported on proper form and approved by Foreman in charge.

8. This rule does not contemplate any change in the manner of working these employes on Saturdays or paying them for any work performed on Sundays.

ASSIGNMENT OF WORK

Rule 36

(a) None but mechanics or apprentices regularly employed as such shall do mechanic's work per the rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employes employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employes, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where

Rule 37

no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

(b) At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as a grievance, and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

(c) At points where mechanics are employed a foreman may give instructions in the normal performance of his duties.

LEAD WORKMEN

Rule 37

In small gangs, not exceeding eight (8) men, a lead workman may be assigned, who in addition to performing regular work of his class will take the lead and assign and direct the work of other members of the gang. For such service a differential rate of six cents (6¢) will be paid in addition to the established rate for his class, except that lead workmen of floating gangs of the Shop Extension Department and those organized from the electrical workers' and sheet metal workers' crafts, which perform service on the

Rule 38

line removed from the direct supervision of their immediate foreman, the differential rate shall be twelve cents (12¢) per hour.

WELDING

Rule 38

(a) Autogenous or electric welders shall receive six cents (6¢) per hour above minimum rate paid mechanics of their respective crafts at point employed.

(b) 1. Except as provided in rules of this Agreement none but mechanics or apprentices in their respective crafts shall perform oxyacetylene or electric welding. Where oxyacetylene or other welding processes are used, each craft shall perform the work which is generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of cutting torch when engaged in wrecking service or the scrapping of equipment or in cutting up scrap.

2. This rule does not preclude mechanics of the respective crafts from using the cutting torch in the performance of regular duties. Work of preparing for welding will be done by a regularly assigned welder.

(c) Employees not regularly assigned to perform welding work but performing such work for four (4) hours or less on any one day will be paid the welder's rate of pay on the hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, welder's rate will apply for that day.

(d) The operation of oxygraph machines is recognized as mechanics' work and must be paid for at the full rate of mechanics of the respective crafts in which the process is used

Rule 39

- (e) Flame hardening is to be performed by a mechanic of the craft.
- (f) Metal spray process is considered welding under the application of this rule.

GRIEVANCES

Rule 39

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances. Only the employe or the duly authorized representative of his craft may handle a grievance.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employes as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, ex-

Rule 39

tend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employe and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prose-

Rule 40

cute claims and grievances for and on behalf of the employes they represent

(f) This Agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

(g) This rule shall not apply to requests for leniency.

(h) The provisions of this Rule 39 may be reconsidered at any time upon request of either party without serving the required notice for a general revision of the Agreement, but this does not bind either party to agree to any change in these provisions.

DISCIPLINE

Rule 40

(a) No employe shall be disciplined without first being given a fair and impartial investigation which shall be promptly held, unless such employe shall accept dismissal or other discipline in writing and waive formal investigation. Suspension for flagrant rules violations pending an investigation shall not constitute a violation of this rule. An employe involved in a formal investigation may be represented thereat, if he so desires, by a duly accredited representative of his craft and one member of the Shop Committee, only one of whom may interrogate witnesses.

(b) Prior to the investigation, the employe alleged to be at fault shall be apprised of the precise nature of the charge sufficiently in advance of the time set for investigation to allow reasonable opportunity to secure the presence of necessary witnesses.

Rule 41

(c) A copy of the transcript of the evidence taken at a formal investigation shall be furnished the employe or his representative.

(d) If the final decision shall be that an employe has been unjustly suspended or dismissed from the service, such employe shall be reinstated with seniority rights unimpaired, and compensated for the net wage loss, if any, resulting from said suspension or dismissal.

(e) When employes are required to report outside of their regular bulletined hours to act as witness for the Company in investigations, they shall receive straight time rates from time reporting at designated location until released.

(f) All conferences between local officials and Local Committees to be held during regular working hours without loss of time to Committeemen

(g) Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employes.

(h) The provisions of this Rule 40 may be reconsidered at any time upon request of either party without serving the required notice for a general revision of Agreement, but this does not bind either party to agree to any change in these provisions.

REPRESENTATIVES

Rule 41

Duly accredited representatives of the employes, who are employes, shall not be discriminated against and shall be granted leave of absence for the adjustment of matters growing out of interpretation or application of this Agreement

Rule 42

APPLICANTS FOR EMPLOYMENT

Rule 42

(a) Applicants for employment (individuals not having an employment relationship with the Company) shall be required to furnish information as may be desired to fully satisfy the Company's representatives as to their fitness and competency for employment. Their employment may be terminated without formal investigation by disapproval of application within sixty (60) calendar days after the applicant begins work.

(b) After an employe has been in service for more than sixty (60) calendar days and an investigation develops that he has falsified his application for employment he may be relieved from service by invoking the provisions of Rule 40.

(c) Applicants for employment will be required to pass physical examination by a Company physician.

PHYSICAL REEXAMINATIONS

Rule 43

(a) Employes laid off in reduction of force and recalled within six (6) months thereafter will not be required to submit to physical examination upon reentering the service.

(c) Employes promoted to or men engaged for positions that require them to distinguish signals or do flagging will be required to pass usual eyesight and hearing tests before being assigned to such service.

(d) If, after entering service, any employe undergoing physical examination or reexamination is dis

Rule 44

qualified by a Company doctor, such employe will be privileged to present a certificate of examination from a physician of his own choice. If the two physicians disagree as to the physical condition of such employe, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession, and may be a specialist in the disease, or ailment, from which the employe is alleged to be suffering. The board of medical examiners thus selected will examine the employe and render a report within a reasonable time, (ten (10) days after selection, if practicable), setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, will be accepted as final. Should the decision be adverse to the employe and it later appears that his physical condition has improved, a reexamination will be arranged upon request of the employe, but not earlier than ninety (90) days after such decision. The Company and the employe involved will each defray the expense or their respective appointees. The fee of the third member of the Board will be borne equally by the involved employe and the Company.

This Rule 43 does not apply to the natural and ordinary changes incident to advancement in age.

ROLLING OR BUMPING

Rule 44

The indiscriminate exercise of seniority to displace junior employes, which practice is usually called "rolling" or "bumping", will not be permitted. However, an employe whose job is abolished, or who may be displaced from his position by other causes, will be permitted to exercise seniority on any job occupied by a junior employe on his seniority list.

Rule 45

CONDITION OF SHOPS

Rule 45

- (a) Good drinking water shall be furnished. Sanitary drinking fountains shall be provided where practicable.
- (b) Shop floors, lockers, toilets and washrooms available to the employes, shall be kept in good repair and in a clean, dry and sanitary condition.
- (c) Shops, locker rooms and washrooms available to the employes, shall be lighted and heated in the best manner possible, consistent with the source of heat and light available at the point.
- (d) Diesel locomotive engines started in diesel shops and enclosed areas will be provided with proper ventilation, where practicable.

PROTECTION FOR EMPLOYES

Rule 46

- (a) Reasonable protection will be afforded the health and safety of employes.
- (b) Employes will carefully observe the rules of the Company designed to avoid accident and personal injuries.
- (c) Employes will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to emergency work on engines or cars set out for or attached to trains or in train yards.
- (d) No employe will make repairs to engines or cars standing on main track or side track in yards without being protected by a blue signal in place

Rule 47

provided therefor on engine and car at both ends of the train to prevent cars from being coupled to or moved while he is making repairs. If signals are placed by the employe, he alone must remove them; if placed by other employes he must have understanding with latter that the signals are not to be removed until he has finished his work.

(e) When it is necessary to make repairs to boilers, tanks, tank cars or to rebuild locomotives, they shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

(f) Operators of sand blast or paint sprayers will be required to use utmost care not to disturb other employes working in immediate vicinity.

(g) All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

PERSONAL INJURIES

Rule 47

Employes injured while at work will make a detailed written report of the circumstances of the accident as soon as they are able to do so after receiving medical attention, which will be promptly provided. Employes will be permitted to return to work as soon as they are able to do so without signing a release.

POSTING OF NOTICES

Rule 48

A place will be provided inside all shops and round houses where proper notices of interest to employes

Rule 49

may be posted upon approval of the officer in charge. All notices will be posted by and over the name of the Local Federation or Craft Chairman.

FREE TRANSPORTATION

Rule 49

Employees covered by this Agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employees in service.

FURNISHING NECESSARY HELP

Rule 50

(a) Mechanics and apprentices will be furnished sufficient competent help when required.

(b) Two Mechanics or one Mechanic and an apprentice with at least three training periods of experience will be used to operate a long stroke hammer, capable of driving stay bolts or rivets 5/8" in diameter, or larger, in connection with their class of work.

SCRAPPING OF EQUIPMENT

Rule 51

(a) When stripping or dismantling of locomotives, boilers, tenders, tanks, cars or other machinery for scrapping, such parts as are to be salvaged may be removed by helpers under the direction of a mechanic.

(b) This rule does not prohibit dismantling the above mentioned equipment for scrapping by laborers in Mechanical Department, or any class of employees in other departments, or by outside concerns.

Rule 52

(c) This rule does not contemplate payment of differential to the Mechanic under whose direction employes are used for dismantling locomotives and other equipment for the purpose of scrapping when such parts are to be salvaged.

(d) When equipment is dismantled for scrapping by outside concerns, such equipment must be removed from shops or repair tracks and placed on outside tracks away from mechanical facilities.

WORK INCIDENTAL TO RUNNING REPAIRS

Rule 52

(a) On running repairs, mechanics or apprentices of any craft may, in emergency, perform such operations as disconnecting or connecting wiring, coupling or pipe connections when done in connection with the performance of their own work.

(b) Nothing in this Agreement shall be construed to prevent stationary engineers and firemen or engineers, firemen and operators of roadway equipment and machines or pumpers from making minor repairs to equipment they operate incidental to the continuous operation of stationary power plants, roadway equipment and pumping equipment.

(c) The word "emergency" as used in this rule is not to be construed to cover such work as is performed in shops or enginehouses or on repair tracks, but refers to "emergencies" that exist at wrecks or intermediate points where engines or cars are passing through, or on outgoing tracks or at terminals to avoid delay.

Rule 53

CHECKING IN AND OUT

Rule 53

- (a) All employes required to check in and out will do so on their own time.
- (b) Where employes are working at a substantial distance from the checking in or out point, a survey will be made as to the situation at each such point with the view of either permitting such employes to stop work a sufficient length of time in advance to enable them to reach the checking out point at the regular quitting hour or the making of a reasonable allowance at pro rata rate for the extra time if not so released in advance.

MACHINISTS' QUALIFICATIONS

Rule 54

Any man who has served an apprenticeship, or has had three (3) years' experience at the machinists' trade, and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive, shall be considered a machinist.

MACHINISTS' CLASSIFICATION OF WORK

Rule 55

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps,

Rule 56

cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring, engine inspecting, air equipment, lubricator and injector work; removing, replacing, grinding, bolting and breaking of all joints on superheaters; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work.

MACHINIST APPRENTICES

Rule 56

Machinist Apprentices are those apprentices who are being trained to perform work described in Rule 55.

MACHINIST HELPERS

Rule 57

Helpers' work shall consist of helping machinists and apprentices and others of the craft receiving differential rates, operating drill presses, (plain drilling), and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses on car, engine truck and tender truck wheels, nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders, attending tool room, machinery oiling, locomotive oiling, box packing, applying and removing trailer and engine truck brasses, assisting in dismantling locomotives

Rule 58

and engines for repairs; applying all couplings between engines and tenders; locomotive tender and draft-rigging work except when performed by carmen; and all other work generally recognized as helpers' work.

MACHINIST - WORK AT WRECKS

Rule 58

(a) In case of wrecks where engines are disabled, machinist and helper, if necessary, shall be furnished transportation to the wreck site. They will work under the direction of the Wreck Foreman.

(b) When a locomotive is disabled in addition to derailment, and it is desired to move the locomotive in under its own power, a machinist will be sent to place the locomotive in condition to operate.

(c) When locomotives are derailed or damaged, and it is only necessary to remove certain parts to rerail the locomotive or to move it to terminal, such work may be performed by wrecking crews.

MACHINIST HELPER APPRENTICES

Rule 59

Machinist Apprentices may be selected from machinist helpers.

DIFFERENTIALS FOR MACHINISTS

Rule 60

(a) At points where there are ordinarily fifteen or more engines tested and inspected each month and machinists are required to sign Federal reports covering such inspection, a machinist will be assigned

Rule 61

to handle this work in connection with other machinists' work and will be paid six cents (6¢) per hour above the minimum rate paid machinists at point employed. It is understood that an inspector will be assigned on only one of the three shifts at points where fifteen (15) or more engines are inspected monthly.

(b) At points or shifts where no inspector is assigned and machinists are required to inspect engines and sign Federal reports they will be paid six cents (6¢) per hour above the minimum rate paid machinists at point employed for the days on which such inspections are made.

(c) Machinists regularly assigned as layerouts and inspectors of traveling overhead shop cranes shall be paid six cents (6¢) per hour above the minimum rate paid mechanics at point employed.

(d) Work performed by regularly assigned traveling overhead shop crane inspectors in the performance of this work on an overtime basis shall not be considered overtime subject to equalization under Rule 10.

DIFFERENTIALS FOR MACHINIST HELPERS

Rule 61

Helpers operating wheel presses on car, engine truck and tender truck wheels, helpers oiling and packing engine truck cellers, trailer boxes and driving boxes, as well as helpers assisting roundhouse engine inspectors, shall be paid six cents (6¢) per hour above the minimum rate paid helpers at point employed.

BOILERMAKERS' QUALIFICATIONS

Rule 62

Any man who has served an apprenticeship, or has

Rule 63

had three (3) years' experience at the trade, who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner, shall be considered a boilermaker.

BOILERMAKERS' CLASSIFICATION OF WORK

Rule 63

Boilermakers' work shall consist of laying out, cutting apart, building or repairing boilers, tanks and drums, inspecting, patching, riveting, chipping, calking, flanging and all flue work; building, repairing, removing and applying steel cabs and running boards, metal headlight boards, wind sheets, engine tender tanks, steel tender frames (except such parts of steel tender frames as are necessary to be brought to car shops for repairs), pressed steel tender truck frames, building and repairing metal pilots, the removing and applying of metal pilots to metal pilot beams; the laying out and fitting up any sheet-iron or sheet-steel work made of 16 gauge or heavier, including fronts and doors, grates and grate rigging, ash pans, front end netting and diaphragm work, removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; applying and removing arch tubes, operating punches and shears for shaping and forming, pneumatic stay-bolt breakers, air rams and hammers; bull, jam and yoke riveters; boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housing, circles, and coal buggies, I-beam, channel iron, angle iron, and T-iron work, all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxyacetylene, thermit and electric

Rule 64

welding on work generally recognized as boilermakers' work; and all other work generally recognized as boilermakers' work.

BOILERMAKER APPRENTICES

Rule 64

Boilermaker Apprentices are those apprentices who are being trained to perform work described in Rule 63.

BOILERMAKER HELPERS

Rule 65

(a) Employees assigned to help boilermakers, apprentices and others of the craft receiving a differential rate; operators of drill presses and bolt cutters, cutting off flue safe ends on machines; punch and shear operators (cutting only bar stock and scrap); attending tool room in boiler shop; holding on stay bolts and rivets; striking chisel bars; side sets; backing out punches and heating rivets (except when performed by apprentices); sand blasting and scaling of boilers; cleaning out tell-tale holes in stay bolts, washing boilers; and all other work generally recognized as Boilermaker Helpers' work.

(b) This rule will apply to men assigned as Boiler Washers in power plants at points where they are regularly employed.

(c) The cutting of ragged ends of flues, cutting off flue safe ends and cutting flues to length is to be performed by Boilermaker Helpers, but the work of swedging and testing of flues is to be performed by full rated mechanics.

Rule 66

DIFFERENTIAL FOR BOILERMAKERS

Rule 66

(a) Boilermakers assigned as boiler inspectors, flangers, layerouts and fitterups shall be paid six cents (6¢) per hour above the minimum rate paid boilermakers at point employed. One man may perform all of these operations where the service does not require more than one man.

(b) Boiler inspectors will be assigned at all points where fifteen (15) or more engines are inspected per month and boilermakers are required to sign Federal reports. It is understood that an inspector will be assigned on only one of the three shifts at such point.

(c) At points or on shifts where no boiler inspector is assigned and boilermakers are required to inspect boilers, they will be paid six cents (6¢) per hour above the minimum rate paid boilermakers at point employed for the days on which such inspections are made.

DIFFERENTIAL FOR

BOILERMAKER HELPERS

Rule 67

(a) Helpers on flange fires shall be paid six cents (6¢) per hour above the minimum rate paid helpers at point employed.

(b) Boilermaker Helpers assigned to the operation of drill presses, drilling heavy sheets, tube and flue holes, shall be paid six cents (6¢) per hour above the minimum rate paid helpers at point employed

Rule 68

(c) Boilermaker Helpers classified as boiler washers shall be paid seven and two-tenths cents (7.2¢) per hour above the minimum rate paid helpers at point employed.

PROTECTION FOR EMPLOYEES –

BOILERMAKERS

Rule 68

(a) Boilermakers who have been working on hot work will not be required to work on cold work until given sufficient time to cool off.

(b) Boilermakers, apprentices or helpers will not be required to work on boilers or tanks while electric or other welding processes are in use, unless proper protection is provided.

(c) Not more than one oxyacetylene welder or cutting operator, or electric operator will be required to work in firebox or shell of boiler at the same time, unless proper ventilation is provided.

(d) Oxyacetylene welders or cutting operators will be furnished with help when necessary or when in the opinion of the operator and the foreman it is essential for his personal safety; that is, when an operator is required to work in the shell of boiler or firebox or cutting down old material.

(e) Should it become necessary to send oxyacetylene welder or cutter or electric operator out of the shop in cold weather, he will be given ample time to dry off before being sent out.

(f) When it is necessary to renew, remove or replace flue, door, side or crown sheets by means of oxyacetylene or other cutting and welding processes,

Rule 68

such portions of the ash pan wings and grates as interfere with the operator will be removed. Dome caps will be removed and front ends opened, if required for proper ventilation.

(g) Boilers will have steam blown off and be sufficiently cooled before the boilermakers, apprentices, or helpers are required to work in them; blowers will be furnished when possible.

(h) Fireboxes, front ends and ash pans will be properly cleaned out before boilermakers, apprentices or helpers are required to work in them.

(i) No tapping or reaming will be done in fireboxes when same is near enough to endanger the men working on inside of firebox. A space of ten rows of stay-bolts will be considered sufficient, it being understood that the helper will protect the men with a sleeve over a tap when tapping is being done.

(j) Two boilermakers, or one boilermaker and a competent apprentice with at least three (3) training periods experience, will be used to operate a long stroke hammer, that is, an air hammer capable of driving stay bolts or rivets five-eighths inch in diameter or larger, or of expanding flues or tubes.

(k) Two boilermakers or one boilermaker and a competent apprentice will be used in rolling or expanding superheater flues.

(l) Boilermakers engaged on running-repair work will be furnished a helper when necessary, or when essential for personal safety.

(m) Boilermakers sent out on road to do boilermakers' work where shop forces are not employed will be furnished a helper while performing work requiring a helper at home point.

BOILERMAKER HELPER APPRENTICES

Rule 69

Boilermaker Apprentices may be selected from boilermaker helpers.

BLACKSMITHS' QUALIFICATIONS

Rule 70

Any man who has served an apprenticeship, or who has had three (3) years' varied experience at the blacksmiths' trade, shall be considered a blacksmith. He must be able to take a piece of work pertaining to his class and, with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

BLACKSMITHS' CLASSIFICATION OF WORK

Rule 71

Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering, spring making, tempering and repairing, potashing, case and bichloride hardening, flue welding under blacksmiths' foreman, operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines, and Bradley hammers; all welding or building tip of frogs, switch points, crossovers, puzzle switches and low rail joints (in shops); hammersmiths, drop-hammermen, trimmers, rolling mill operators; operating punches and shears, doing shaping and forming in connection with blacksmiths' work, oxyacetylene, thermit and electric welding on work generally recognized as blacksmiths' work; and all other work generally recognized as blacksmiths' work.

Rule 72

BLACKSMITH APPRENTICES

Rule 72

Blacksmith Apprentices are those apprentices who are being trained to perform work described in Rule 71.

BLACKSMITH HELPERS

Rule 73

Helpers' work shall consist of helping blacksmiths and apprentices, heating, operating steam hammers, punches and shears (cutting only bar stock and scrap), drill presses and bolt cutters; straightening old bolts and rods cold; building fires; lighting furnaces; and all other work generally recognized as blacksmith helpers' work.

DIFFERENTIALS FOR BLACKSMITHS

Rule 74

(a) Blacksmiths working material six inches or over (this means round material six inches in diameter or over or its equivalent) shall be classified as hammersmiths and paid twelve cents (12¢) per hour above the minimum rate paid blacksmiths at point employed.

(b) Blacksmiths working material four inches or over (this means round material four inches in diameter or over or its equivalent) shall be classified as heavy fire blacksmiths and paid six cents (6¢) per hour above the minimum rate paid blacksmiths at point employed.

(c) Forging machine operators on six-inch machines will be paid twelve cents (12¢) per hour

Rule 75

above the minimum rate paid blacksmiths at point employed.

(d) Forging machine operators on four-inch machines will be paid six cents (6¢) per hour above the minimum rate paid blacksmiths at point employed.

(e) Blacksmiths operating furnaces and regularly assigned to straightening such steel car materials as center sills, side sills, truck side frames, truck bolsters, dump shafts, car ends, and other similar materials (in Blacksmith Shops) will be paid three and six-tenths cents (3.6¢) per hour above the minimum rate paid blacksmiths at point employed.

DIFFERENTIALS FOR BLACKSMITH HELPERS

Rule 75

(a) Helpers regularly assigned to help Blacksmith straightening steel car materials as per Paragraph (e) Rule 74 will be paid three and six-tenths cents (3.6¢) per hour above the minimum rate paid helpers at point employed.

(b) Helpers for Hammersmiths working out of furnace, and heaters for heavy fire Blacksmith at forge, will be paid twelve cents (12¢) per hour above the minimum rate paid helpers at point employed.

(c) Helpers for heavy fire Blacksmiths will be paid six cents (6¢) per hour above the minimum rate paid helpers at point employed.

(d) Regular assigned hammer operators working with Hammersmiths at points where boilers are operated in connection with furnaces, will be paid twelve cents (12¢) per hour above the minimum rate paid helpers at point employed.

Rule 76

(e) Regular assigned hammer operators working with Hammersmiths, except at points where boilers are operated in connection with furnaces as referred to in Paragraph (d), will be paid six cents (6¢) per hour above the minimum rate paid helpers at point employed.

(f) Heaters on four inch forging machines, and heaters at furnaces working material of four inches or over, will be paid fifteen and sixth-tenths cents (15.6¢) per hour above the minimum rate paid helpers at point employed.

BLACKSMITH HELPER APPRENTICES

Rule 76

Blacksmith Apprentices may be selected from blacksmith helpers.

BLACKSMITH HELPERS BUILDING FIRES

RULE 17

Blacksmith helpers required to build fires on their own time will be allowed twenty (20) minutes at straight time for each fire built.

BLACKSMITH--FURNACE OPERATORS

AND HEATERS

Rule 78

- (a) When necessary, heaters will be assigned to heavy fires.
- (b) Furnace operators (heaters) will be assigned to operate furnaces making or working material six (6) inches or over and/or heating it for forge men.

Rule 79

(c) Heaters will be assigned to operate furnaces used in connection with forging machines working material four (4) inches and over or to heat any material four (4) inches and over to be forged.

(d) When operators are required on furnaces other than those referred to in Paragraphs (b) and (c) hereof, helpers will be used.

BLACKSMITH--HAMMER DRIVERS

Rule 79

Competent steam hammer drivers will be furnished when necessary.

BLACKSMITH--ROAD WORK

Rule 80

Blacksmiths sent out on the road to do blacksmiths' work will be accompanied by helper when necessary.

SHEET METAL WORKERS'

QUALIFICATIONS

Rule 81

Any man who has served an apprenticeship, or who has had three (3) or more years' experience at the various branches of the trade, and who is qualified and capable of doing sheet metal work or pipe work as applied to buildings, machinery, locomotives, cars, etc., whether it be tin, sheet iron, or sheet copper with or without the aid of drawings, and capable of bending, fitting and brazing of pipe, shall be considered a sheet metal worker.

Rule 82

SHEET METAL WORKERS'

CLASSIFICATION OF WORK

Rule 82

Sheet metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards, buildings and on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling for repairs and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter, including brazing, soldering, tinning, leading, and babbitting, the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steampipes; pouring of brass; oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work; and all other work generally recognized as sheet metal workers' work.

SHEET METAL WORKER APPRENTICES

Rule 83

Sheet Metal Worker Apprentices are those apprentices who are being trained to perform work described in Rule 82.

SHEET METAL WORKER

Rule 84

Employes regularly assigned as helpers to assist Sheet Metal Workers and apprentices in their various classifications of work and all other work generally recognized as Sheet Metal Worker helpers' work.

Rule 85

**DIFFERENTIALS FOR
SHEET METAL WORKERS**

Rule 85

(a) At points where there are ordinarily 15 or more engines tested and inspected each month, and Sheet Metal Workers are required to sign Federal reports, a Sheet Metal Worker will be assigned to handle this work in connection with other Sheet Metal Workers' work and will be paid six cents (6¢) per hour above the minimum rate paid Sheet Metal Workers at point employed.

(b) At points or on shifts where no inspector is assigned and Sheet Metal Workers are required to inspect engines and sign Federal reports, they will be paid six cents (6¢) per hour above the minimum rate paid Sheet Metal Workers at point employed for days on which such inspections are made.

(c) Sheet Metal Workers fitting up new pipe two and one-half (2 1/2) inches inside diameter or larger shall be paid six cents (6¢) per hour above the minimum rate paid Sheet Metal Workers at point employed.

It is not intended that this rule apply to such work as the fitting up of cast iron or wrought iron pipes of 2 1/2" inside diameter or over, either with flange or hub connections.

**SHEET METAL WORKER -
HELPER APPRENTICES**

Rule 86

Sheet Metal Worker Apprentices may be selected from sheet metal worker helpers

Rule 87

ELECTRICIANS' QUALIFICATIONS

Rule 87

Any man who has served an apprenticeship, or who has had four (4) years' practical experience in electrical work, and who is competent to execute same to a successful conclusion within a reasonable time shall be considered an electrical worker.

An electrician need not necessarily be an armature winder.

ELECTRICIANS' CLASSIFICATION OF WORK

Rule 88

(a) Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting, automatic train control electrical equipment, radio equipment on locomotives and cars, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards, and on structures, and all conduit work in connection therewith, including steam and electric locomotives, passenger trains, rail motor cars, electric tractors, and trucks. Electric cables, cable splicers, high tension power house and sub-station operators, high tension linemen, electric crane operators of 40-ton capacity or over; and all other work generally recognized as electricians' work.

(b) Any line and pole work which is to be handled by Mechanical Department forces will be done by electricians and helpers.

ELECTRICIANS -- COMMUNICATIONS

DEPARTMENT

Rule 89

(a) Mechanical Department Electricians, who hold a second-class FCC license, are eligible for assignment on vacancies for Licensed Electronic Technician in the Communications Department, to be filled under the provisions of Rule 18a. of the IBEW Agreement dated July 1, 1969. Application for such assignment shall be filed with the Superintendent of Communications on the territory involved with copies to the applicant's employing officer and the General Chairman.

(b) Mechanical Department Electricians at the point where the vacancy exists may bid upon Non-licensed Electronic positions, bulletined in accordance with the provisions of Rule 18 b. of the IBEW Agreement dated July 1, 1969.

(c) Mechanical Department Electricians who are now or hereafter assigned as Licensed or Non-licensed Electronic Technicians in the Communications Department shall establish seniority in their respective class as of the date so assigned and shall retain the seniority which they may have previously acquired in the craft on their home seniority district and any other seniority which they may have acquired under the Shop Crafts' Agreement prior to August 1, 1945.

- (1) When affected by force reduction or through the exercise of seniority in the Communications Department such employes shall exercise their seniority in the reverse order in which it was acquired. If unable to obtain a position in the exercise of their seniority, such employes may elect to assume furlough status or return to

Rule 89

The seniority district from which transferred and exercise their rights in accordance with existing agreements, retaining right to recall under the provisions of Rule 24 of the IBEW Agreement dated July 1, 1969, without impairment of any previously acquired seniority. If they accept furlough, they forfeit all seniority previously acquired in other than the Communications Department and thereafter shall be subject to recall under Rule 24 of the IBEW Agreement dated July 1, 1969.

- (2) Mechanical Department Electricians who are assigned to Non-licensed Electronic Technician positions in the Communications Department shall establish seniority in that class as of the date service is first performed therein. These employes may elect to return to their former seniority district at any time by serving thirty (30) days' notice in writing on their immediate supervisor, indicating their desire to vacate their position of Non-licensed Electronic Technician. Such employe may only secure a position under the provisions of Rule 111, Section (b). Upon transferring, seniority in the Communications Department shall be forfeited. All transfers due to the exercising of seniority shall be without expense to the Company.
 - (d) 1. The original installation, on locomotives and cars, of radio, radar, inductive equipment and their related appendages and other electronic equipment which is now in use or may later be adopted, entertainment radio and passenger entertainment equipment, vibrator inverters, including conduit and wiring between primary power supply and above equipment shall be performed by Mechanical Department Electricians, according to the specifications of the Communications Department.

Rule 89

2. This does not prevent the use of Electronic Technicians, who are qualified, from making final inspections, tests and adjustments to the newly installed equipment before same is placed in service. Such inspections may be made in shops, yards or on line of road.

3. The maintenance of primary power supply, wiring and conduit in connection therewith on locomotives and cars shall be performed by Mechanical Department Electricians.

4. The installation and maintenance of primary power supply, wiring and conduit from the electrical feeder line to the point of utilization, i.e., to the first point of contact with Communications Department racks, tables or equipment mountings at fixed wayside locations, stations and yards for communication equipment shall be performed by Mechanical Department Electricians. All conduit and wiring on Communications Department equipment referred to in this Paragraph 4 will be installed and maintained by Communications Department forces.

5. Engine generator power plants supplied for the use of the Communications Department will be installed and maintained by Mechanical Department personnel. This includes generators and their associated control panels.

6. When there is not sufficient work to justify employing an Electronic Technician, or such an employe is not on duty, Mechanical Department Electricians may remove defective units and insert spare units to reestablish communication service on locomotives and cars.

Rule 90

GENERATOR AND MOTOR ATENDANTS

Rule 90

(a) Men employed as generator attendants, motor attendants (not including water service motors), and sub-station attendants who start, stop, oil and keep their equipment clean and change and adjust brushes for the proper running of their equipment, and power switchboard operators, shall be paid the minimum rate paid linemen.

(b) Stationary Engineers in plants where switchboard and generator equipment is installed and operated, may continue to perform their present duties under their current classifications and rates of pay until such time as vacancies occur, when they will be replaced by an employe from the Electrical Craft who will be classified as switchboard or generator attendant and paid the rate applicable thereto, subject to the provisions of Rule 114.

(c) This does not contemplate any immediate change in our present practice. Any jurisdictional questions arising under this rule are subject to the provisions of Rule 114.

ELECTRICIAN APPRENTICES

Rule 91

Electrician Apprentices are those apprentices who are being trained to perform work described in Rule 88.

ELECTRICIAN HELPER APPRENTICES

Rule 92

Electrician Apprentices may be selected from Electrician helpers.

Rule 93

ELECTRICIAN HELPERS

Rule 93

Helpers' work shall consist of helping electricians and their apprentices; such battery work as may be agreed upon locally as being helpers' work; blowing out, cleaning and lubrication of electrical equipment on Diesel locomotives; and all other work generally recognized as electrician helpers' work.

DIFFERENTIALS FOR ELECTRICIANS

Rule 94

(a) At points where there are ordinarily fifteen (15) or more engines tested and inspected each month, and electricians are required to sign Federal reports, an electrician will be assigned to handle this work in connection with other electricians' work, and will be paid six cents (6¢) per hour above the minimum rate paid electricians at point employed. It is understood that an inspector will be assigned on only one of the three shifts, at points where fifteen (15) or more engines are inspected monthly.

(b) At points or on shifts where no inspector is assigned and electricians are required to inspect engines and sign Federal reports, they will be paid six cents (6¢) per hour above the minimum rate paid electricians at point employed for the days on which such inspections are made.

(c) Electricians regularly assigned as electrical inspectors of power and light wiring in shops, buildings, yards and on structures, will be paid six cents (6¢) per hour above the minimum rate paid electricians at point employed.

(d) Electricians regularly assigned to the inspection

Rule 95

of traveling overhead shop cranes will be paid six cents (6¢) per hour above the minimum rate paid electricians at point employed.

Work performed by regularly assigned traveling overhead shop crane inspectors in the performance of this work on an overtime basis shall not be considered overtime subject to equalization under Rule 10.

(e) Armature winders qualified and regularly assigned to reconnect motors for changing voltages and speed, winding armatures, rotors, starters, transformers and starting compensators and similar work, will be paid six cents (6¢) per hour above the minimum rate paid electricians at point employed.

(f) Electricians highly skilled in and regularly assigned to constructing, overhauling, rebuilding and repairing automatic train control relays, amplifiers, receivers, and dynamotors, shall be paid six cents (6¢) per hour above the minimum rate paid electricians at point employed.

DIFFERENTIAL FOR ELECTRICIAN

HELPERS – CRANE OPERATORS

Rule 95

Operators of traveling overhead electric cranes of less than forty (40) ton capacity, will be selected from electrician helpers and, if full-time assignment necessary, will be regularly assigned. Operators of such cranes will clean and lubricate them. They will be paid fifteen and six-tenths cents (15.6¢) per hour above the minimum rate paid electrician helpers at point employed.

**PROTECTION FOR EMPLOYEES -
ELECTRICIANS**

Rule 96

(a) Men engaged in the handling of storage batteries and mixing acid will be provided with acid proof rubber gloves, hip boots and aprons. High tension linemen will be furnished with rubber gloves, over gloves and safety belts. High tension linemen will not be required to work alone on voltage over 220 volts when on construction or repair work.

(b) When linemen are required to work on wiring or cables of 220 volts or over in the process of construction or repair work, another man will be provided to assist as a matter of safety, but not when necessary to change light bulbs, clean reflectors and similar operations.

CARMEN'S QUALIFICATIONS

Rule 97

Any man who has served an apprenticeship, or who has had three (3) years' practical experience at carmen's work, and who, with the aid of tools and with or without drawings, can lay out, build or perform the work of his craft or occupation in a mechanical manner, shall be considered a carman.

CARMEN'S CLASSIFICATION OF WORK

Rule 98

(a) Carman's work shall consist of building, maintaining, dismantling for repairs (except all-wood freight train cars), painting, upholstering and inspecting all passenger and freight cars, both wood and steel,

Rule 99

planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as Bridge and Building Department work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks, building, repairing and removing and applying wooden locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards; tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work, painting, varnishing, surfacing, decorating, lettering, cutting of stencils, and removing paint (the latter when not done by helpers and not including use of sand blast machine or at paint removing vats); all other work generally recognized as painters' work under the supervision of the Locomotive and Car Departments, except the application of blackening to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairers; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as Carmen's work.

(b) "Dismantling" in this rule does not include dismantling cars when the entire unit is to be rebuilt which work may be performed by helpers, but when cars are dismantled for repairs, carmen should be used.

CARMAN APPRENTICES

Rule 99

Carman Apprentices are those apprentices who are being trained to perform work described in Rule 98.

Rule 100

CARMAN HELPER APPRENTICES

Rule 100

Carman Apprentices may be selected from carman helpers.

CARMAN HELPERS

Rule 101

Employes regularly assigned to help Carmen and apprentices, employes engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, removing of paint from cars preparatory to painting, car oilers and packers, applying cement to freight cars, stock keepers (Car Department) operators of bolt threaders, nut tappers, drill presses and punch and shear operators (cutting only bar stock and scrap) holding on rivets, striking chisel bars, side sets, and hack out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars, rebrassing of cars in connection with oilers' duties, cleaning journals, repairing steam and air hose, assisting carmen in erecting scaffolds; and all other work generally recognized as carmen helpers' work shall be considered carmen helpers.

DIFFERENTIAL FOR CARMEN

Rule 102

Carmen regularly assigned as layerouts in planing mills will be paid six cents (6¢) per hour above the minimum rate paid carmen in the department at point employed.

Rule 103

DIFFERENTIAL FOR CARMAN HELPERS

Rule 103

(a) Helpers regularly assigned to the painting of passenger car and locomotive trucks and underframes with brush or spray (when not performed by painters), shall be paid nine and six-tenths cents (9.6¢) per hour above the minimum rate paid helpers at point employed.

(b) Helpers assigned to operate sand blasting machines shall be paid six cents (6¢) per hour above the minimum rate paid helpers at point employed.

This rule does not require payment of differential rate to Machinists or Boilermaker Helpers cleaning fire box sheets or scaling boilers, or sand blasting locomotive parts. **I**

(c) Helpers regularly assigned to oiling, brassing and packing of boxes shall be paid two and fourtenths cents (2.4¢) per hour above the minimum rate paid helpers at point employed.

PROTECTION FOR EMPLOYES -- CARMEN

Rule 104

(a) Switches of repair tracks will be kept locked with special locks and men working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing that it is performed properly.

(b) Trains or cars, while being inspected or worked on by train yard men, will be protected on both ends by a blue flag by day and blue light by night, which will not be removed except by men who place them.

WRECKING CREWS

Rule 105

(a) Regularly assigned wrecking crews, including wrecker engineers and firemen, will be composed of carmen where sufficient men are available and will be paid for wrecking service under Rule 12 (e). When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification.

(b) 1. In dispatching equipment from the home point, the determination as to whether wrecker derrick outfit or truck equipment (or both) is to be used for any service outside of the yard limits shall rest with Management.

2. When the wrecking derrick outfit is ordered for service at a wreck or derailment, outside of yard limits, the full crew, if available, will be used. It will not be necessary for all or any portion of the regular derrick crew to accompany the wrecking derrick outfit to the scene of the wreck or derailment, if other means of transportation is available and desired by Management; however, no member of the regularly assigned wrecking crew, taking into account all other earnings during the same period, will be paid less than he would have earned had he accompanied the wrecking derrick outfit to and from the scene of the wreck or derailment.

2.a. The phrase "if available" appearing in Section 2 hereof is interpreted to mean that if a regularly assigned wrecking crew member is laying off for any reason except vacation from his regular assignment as Carman, Car Inspector, etc., it will not be required to fill his position on the wrecker derrick crew. Except when on vacation, if a regularly assigned der

Rule 105

rick crew member is off duty at the time the wrecker derrick is called and cannot be located, it will be the prerogative of Management to fill or blank his assignment on the wrecker derrick crew.

2.b. When a regular derrick crew member is absent on vacation, his vacancy on the derrick crew will be filled by the senior qualified applicant from a list of employes who have made at least five (5) days' written advance request, copy to the Local Chairman, to fill such vacancy. Thereafter, he will be subject to call for derrick service as though regularly assigned thereto during the vacation absence of the regular derrick crew member he is relieving. An employe applying for and being assigned to relieve a certain individual for derrick service while on vacation will not be permitted to displace a junior employe being used to relieve on another derrick crew vacation vacancy. The five (5) days' written advance request referred to hereinabove will continue in effect until thirty (30) days following receipt of written revocation thereof.

2.c. If Management concludes additional carmen are needed to augment the available wrecker derrick crew, qualified employes on duty at the time this determination is made will be chosen who have the least amount of overtime on the overtime board on that shift. If this does not produce the desired number of men needed, qualified employes with the least amount of overtime who are off duty on the shift at the time such determination was made shall be called. If this does not produce the desired number of men, the lowest man or men on the combined remaining overtime boards shall be called. When additional carmen are used to augment the available wrecker derrick crew, they may be returned to their home point at any time their services are no longer needed.

Rule 106

2.d. Should the manning procedures outlined in Section 2 of this Rule require replacement forces of a particular shift, and other employes of the same shift (first, second or third) are required to perform duties of the absent employes, this shall not be viewed as backfilling. This would also hold true if necessary to replace regularly assigned derrick crew members all or a portion of the time absent account derrick service.

(c) This rule shall not be construed to prevent train, yard and engine crews from re-railing cars and locomotives when wrecker is not required.

(d) For wrecks or derailments within yard limits, a sufficient number of carmen (where employed) will be called to perform the work. If no carmen are on duty, other available Mechanical Department employes may be used.

(e) Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

(f) When wrecking crews are used for other than wrecking service, the character of the work to be performed will determine the consist of the crew to be used, and such service shall be paid for under the provision of Rule 12, Paragraphs (a) and (b).

(g) Employes of any class may be used as cooks and paid for this service at their regular shop rate.

INSPECTORS -- CARMAN

Rule 106

Carmen assigned to inspecting in train yards must be able to speak and write the English language and

Rule 107

have a working knowledge of the A.A.R. (Association of American Railroads) rules, safety appliance laws, and rules governing handling of explosives and other dangerous articles.

ONE MAN POINTS -- CARMAN

Rule 107

A "One-Man" point is an outlying point where there is employed one carman day, and one night, or where there is only one carman employed. Carmen stationed at one-man points shall be paid by the hour and under the rules governing running repair forces, except that the eight (8) hours constituting a day's work may be worked within a spread of ten consecutive hours.

MISCELLANEOUS -- CARMEN

Rule 108

Crayons, soapstone, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes, will be furnished by the Company.

COACH CLEANERS

Rule 109

Coach Cleaners are to be included in this Agreement and will receive overtime as provided herein. Coach Cleaners at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their period of service

FILLING VACANCIES, UPGRADING

OR

ADJUSTING FORCES -- CARMEN

Rule 110

(a) Vacancies on positions of Carmen will be filled as outlined and in the order listed below:

1. By recalling furloughed Carmen in seniority order.
2. By using furloughed carmen from other points who have made application for transfer under the terms of Rule 19 of the General Shop Crafts Agreement.
3. By employing graduate apprentices or individuals who have had three (3) years' practical experience in carman's work.
4. By upgrading Regular and Helper Apprentices in the order of their indenture dates, irrespective of the group to which they belong.
5. If the methods prescribed in Items 1 through 4 above do not produce sufficient force to meet the need for Carmen, helpers will be upgraded, in seniority order. After all Carman Helpers who so desire have been upgraded, consideration may then be given to employing furloughed mechanics of other crafts and if more men are needed, helpers of other crafts who so desire may be upgraded. If still more Carmen are needed, consideration may then be given to upgrading Coach Cleaners who so desire.
6. If the methods prescribed in Items 1 through 5 above do not produce sufficient force to meet

Rule 110

the need for Carmen, suitable applicants who are experienced in the use of tools may be employed.

(b) Individuals hired under Paragraphs (a) 2. and/or 3. above will establish seniority as Carmen on the date of their first service as such.

Such individuals or apprentices working as such, upon completion of their apprenticeship, will be required to secure a position in the following order:

1. Assigned to an advertised permanent vacancy or new position on which bulletin has closed with no bids received.
2. Fill any advertised permanent vacancy or new position, for which he will be required to place a bid, during the bulletin period. This will not restrict his right to place a bid for other advertised permanent vacancy or new position.
3. Displace the junior upgraded carman working without seniority.

(c) Regular and Helper Apprentices who are upgraded will establish seniority as Carmen upon completion of the number of days' service called for by their indenture.

(d) Helpers of all crafts, Coach Cleaners and individuals experienced in the use of tools who may be employed will establish seniority as Carmen when they have accumulated three years' experience in Carman's work, each year consisting of 244 days' service.

(e) Helpers and Coach Cleaners who have been upgraded to a Carman position without seniority will retain and accumulate seniority as such until they are qualified as Carmen as provided in para-

Rule 110

graph (d) above and shall make their choice whether to take seniority as a Carman or retain seniority in the class and seniority district from whence they were upgraded in accordance with Rule 112, Paragraph (k).

(f) In reduction of force, demotion of all upgraded employes shall be in the reverse order to that of upgrading.

(g) Each instance of upgrading and subsequent downgrading of an employe shall be considered as a separate and complete transaction and have no bearing upon future upgrading. When it again becomes necessary to resort to upgrading, employes will be considered in the order stipulated in Paragraphs (a) 4 and 5 in that order.

(h) In the event there is a force reduction in a class of employes from which individuals have been upgraded, while junior employes of that class are upgraded, the junior employe working in the class will be furloughed. Under such circumstances, the employe working as upgraded mechanic will not be disturbed.

(i) The right to decline upgrading is recognized, but if an employe wishes to do so, it must be in writing with a copy to his supervisor and one to his local representative. Such employe will not be eligible for upgrading unless or until the waiver is rescinded in writing in the same manner that it was placed in effect. If an individual waives his right to promotion and later retracts that waiver, he will not again be eligible for upgrading until the date following receipt of the written retraction of the waiver by his supervisor and local representative, whereupon he will become eligible for subsequent upgradings in accordance with Paragraphs (a) 4 and 5.

Rule 111

(j) For bidding and bumping purposes only, non-seniority mechanics will be listed in order of date upgraded on a separate list following the seniority roster of journeyman mechanics.

FILLING VACANCIES, UPGRADING OR ADJUSTING FORCES - OTHER THAN CARMEN

Rule 111

(a) When it becomes necessary to augment the force or fill vacancies in the force of first class mechanics in Machinists, Boilermakers, Blacksmiths, Sheet Metal Workers and Electricians crafts, positions will be filled as outlined and in the order listed below:

1. By recalling furloughed mechanics of the craft in seniority order.
2. By using furloughed mechanics of the craft from other points who have made application for transfer under the terms of Rule 19.
3. By employing graduate apprentices or individuals who have the required experience to classify them as journeyman mechanics of the craft.
4. By upgrading Regular and Helper Apprentices in accordance with the Apprentice Training Agreement.
5. By upgrading Helpers of the craft, in seniority order, with one or more years' seniority as such.
6. If the methods prescribed in Items 1 through 5 above do not produce sufficient force to meet

Rule 111

the need for mechanics of the craft, the General Chairman of the craft involved and the designated Company officer shall meet and work out a solution to the problem.

(b) When first-class mechanics are employed under the provisions of Section (a), Paragraph 2 or 3, they will be required to secure a position in the following order:

1. Assigned to an advertised permanent vacancy or new position on which bulletin has closed with no bids received;
2. Fill any advertised permanent vacancy or new position, for which he will be required to place a bid, during the bulletin period. This will not restrict his right to place a bid for other advertised permanent vacancies or new positions;
3. Displace employes referred to in Section (a) 6. in inverse seniority order; if none,
4. Displace employes referred to in Section (a) 5. in inverse seniority order; if none,
5. Displace employes referred to in Section (a) 4. in inverse seniority order.

(c) An apprentice who is working as an upgraded mechanic without seniority, has no displacement right at the time of completion of his apprenticeship, but shall remain on the position to which he is assigned

(d) An apprentice working as such, upon completion of his apprenticeship, will be required to follow the provisions of Section (b) hereof, to secure a position. If the procedures outlined in Section (b) do not provide a position for him and there are

Rule 111

journeyman mechanics working who are junior in point of seniority, he shall displace the junior man.

(e) For bidding and bumping purposes only, non-seniority mechanics will be listed in order of date upgraded on a separate list following the seniority roster of journeyman mechanics.

(f) The right to decline upgrading is recognized, but if an employe wishes to do so, it must be in writing with a copy to his supervisor and one to his local chairman. Such employe will not be eligible for upgrading unless or until the waiver is rescinded in writing in the same manner that it was placed in effect. If an individual waives his right to promotion and later retracts that waiver, he will not again be eligible for upgrading until the date following receipt of the written retraction of the waiver by his supervisor and local chairman, whereupon he will become eligible for subsequent upgrading in accordance with Paragraph (a).

(g) When it becomes necessary to reduce or adjust the force, reduction shall be made in the following order of precedence:

1. Those employed under the provisions of Section (a) 6. of this rule in inverse order of employment.
2. Helpers upgraded to mechanics working without seniority in inverse order of upgrading.
3. Helper Apprentices upgraded to Mechanics working without seniority in inverse order of upgrading.
4. Regular Apprentices upgraded to Mechanics working without seniority in inverse order of upgrading.

Rule 112

5. Journeyman Mechanics in inverse seniority order.

(h) Each instance of upgrading and subsequent downgrading of an employe shall be considered as a separate and complete transaction and have no bearing upon future upgrading. When it again becomes necessary to resort to upgrading, employes will be considered in the order stipulated in Paragraphs 4, 5 and 6 of Section (a) in that order.

DAYS REQUIRED TO BE SERVED IN UPGRADED STATUS

Rule 112

(a) Machinist, Boilermaker, Blacksmith, Sheet Metal Worker and Carman helpers upgraded to mechanics working without seniority prior to November 1, 1971, will be required to serve the remaining number of days in the upgraded status of 1040 days, but they will not be required to serve more than 732 additional work days after November 1, 1971.

(b) Machinist, Boilermaker, Blacksmith, Sheet Metal Worker and Carman helpers first upgraded to mechanics working without seniority after November 1, 1971, will be required to serve a total of 732 work days.

(c) Electrician helpers upgraded to mechanics working without seniority prior to November 1, 1971, will be required to serve the remaining number of days in the upgraded status of 1040 days, but they will not be required to serve more than 976 additional work days after November 1, 1971.

(d) Electrician helpers first upgraded to mechanics

Rule 112

working without seniority after November 1, 1971, will be required to serve a total of 976 work days.

(e) Days on which any employe (helpers or others) upgraded to mechanic working without seniority performs seven (7) or more hours of service, excluding overtime or service on rest days and holidays, shall be counted as creditable days toward completion of his time.

(f) Helpers upgraded to mechanics working without seniority prior to November 1, 1971 (excluding Carman helpers), upon completion of their upgraded time, will be given a seniority date as a mechanic as of October 31, 1971, and shall have their names placed on the respective mechanics' seniority roster in order of the completion of their upgraded time

(g) Helpers of the Carmen's craft upgraded to mechanics working without seniority are not subject to Paragraph (f) as they will receive a seniority date as of the date they complete the required time in their upgraded status.

(h) If two or more upgraded helpers complete their upgrading time on the same date, their respective places on the mechanics' seniority roster will be determined by the order in which their final employment forms were completed.

(i) In instances where placement of an upgraded helper's name on the journeymen's seniority roster coincides with the placement of a graduate apprentice's name on such journeymen's seniority roster the graduate apprentice's name shall precede the upgraded helper's name on said seniority roster.

(j) Helpers first upgraded to mechanics working without seniority on or after November 1, 1971, will

Rule 113

be given a seniority date as a mechanic as of the date they complete the required number of days in their upgraded status.

(k) All helpers and Coach Cleaners upon completion of the required service in an upgraded status shall elect to accept a date as a mechanic and forfeit all seniority previously acquired at that point, or return to their previous classification and forego any claim to mechanics' seniority by reason of having been promoted to such a position.

Such employe, once qualified but declining promotion, cannot be upgraded again in the same craft; however, he may at a later date be employed as a mechanic but will thereupon forfeit all seniority previously acquired at that point.

(1) When apprentices and/or helpers are upgraded to a mechanic working without seniority, their date as an upgraded mechanic will be the date they are actually set up to work as such, with the exception that those employes on leave of absence due to personal illness, injury or in military service will be given an upgraded date the same as, but immediately ahead of, the next junior employe, if any, set up during his absence. Those apprentices and/or helpers on leave of absence for personal business to attend school or for any other reason will not be given an upgraded date until the date they actually assume such service.

= OPERATION OF MOTOR CARS

= Rule 113

Employes whose duties necessitate the use of motor cars will be required to pass the Company's standard examination on rules for the operation of motor cars.

Rule 114

JURISDICTIONAL DISPUTES

Rule 114

Any controversies as to craft jurisdiction arising between two or more of the following Organizations: International Association of Machinists and Aerospace Workers; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Sheet Metal Workers International Association; International Brotherhood of Electrical Workers and Brotherhood Railway Carmen of United States and Canada shall first be settled by the contesting Organizations, and existing practices shall be continued without penalty until and when the Carrier has been properly notified and has had reasonable opportunity to reach an understanding with the Organizations involved.

MISCELLANEOUS

Rule 115

Except as provided for in special rules pertaining to individual crafts, the general rules shall govern in all cases.

CAPTIONS

Rule 116

It is understood that the captions of rules in this Agreement are for the purpose of identification only and are not to be considered a part of the rules.

NON-DISCRIMINATION

Rule 117

These rules will be applied by the parties in com-

Rule 118

pliance with State and Federal laws and regulations and without regard to the race, religion, color, creed, national origin, or sex of the individuals covered by the rules.

EFFECTIVE DATE AND REVISION

Rule 118

This Agreement shall be effective as of September 1, 1974, and shall continue in effect until it is changed as provided herein or under the provisions of the Railway Labor Act, as amended. Should any party to this Agreement desire to revise or modify the rules thereof, thirty (30) days written advance notice containing the proposed changes shall be given and conference held upon the expiration of such notice unless another date is mutually agreed upon.

APPENDIX

Excerpts from National Agreements have been printed in this Appendix to the General Agreement as a matter of convenience, and it is not the intent of the parties signatory hereto to change or modify the application and/or interpretation thereto. Should a dispute arise through the omission of, or slight change in, language used in the National Agreement or original Memorandum, the original language shall be controlling.

It is understood that in the revision and printing of this Agreement any existing Agreements or Understandings which are not hereafter recorded in this Appendix and have not been superseded, cancelled or modified by the rules of the Agreement effective September 1, 1974, are to continue in effect in the application of the affected Agreement rule or rules, the Article and Section identification of which may differ from the identification used in the Agreement.

SIGNED AT CHICAGO, ILLINOIS, APRIL 23, 1974.

ACCEPTED FOR

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS:

William A. Irwin
President and Directing General Chairman

M.E. Melvin
General Chairman

FOR:
THE ATCHISON, TOPEKA AND SANTA
FE RAILWAY COMPANY:

J. R. Jones
Vice President-Personnel

APPENDIX NO. 1

	Hourly rates as of January 1, 1974
CLASSIFICATION OF EMPLOYES	
Machinists	\$5.72
Boilermakers	5.72
Blacksmiths	5.72
Sheet Metal Workers	5.50
Electricians	5.72
Operators of overhead electric traveling cranes of 40 tons and over	5.72
Operators of traveling overhead electric cranes under 40 ton capacity	5.426
Carmen -- Journeymen passenger car repairers, upholsterers, passenger and locomotive painting, (except trucks and underframes) mill mechanics, locomotive carpenters, and air brake test rack operators	5.72
Freight Carmen including painters	5.66
Car Inspectors--Train Yard (Freight and Passenger)	5.66
Car Inspectors (Inspecting passenger train cars for shop maintenance) Chicago Coach Yards, Topeka (shop proper), Los Angeles Coach Yards	5.72
Regular Helper -- all crafts (except Sheet Metal Worker Helpers)	4.76
Regular Helpers--Sheet Metal Workers	4.58
Coach Cleaners	Between 4.44 and 4.52

Appendix No.2

**APPRENTICE RATES
EFFECTIVE JAN. 1, 1974**

Regular Apprentices

Period	Days	Freight Carmen	Passenger Carmen	Sheet Metal Workers	Machinists Boilermakers Blacksmiths Electricians	Electricians
1	0-122	\$4.54	\$4.27	\$4.11	\$4.27	\$
2	123-244	4.59	4.36	4.19	4.36	
3	245-366	4.62	4.43	4.26	4.43	
4	367-488	4.65	4.52	4.35	4.52	
5	489-610	4.69	4.60	4.42	4.60	
6	611-732	4.79	4.69	4.51	4.69	
7	733-854	....	4.69	....	....	4.69
8	855-976	....	4.69	....	....	4.69

Helper Apprentices

1	0-122		4.76	4.76	4.58	4.76
2	123-244	4.80	4.80	4.62	4.80	
3	245-366	4.85	4.85	4.66	4.85	
4	367-488	4.91	4.91	4.72	4.91	
5	489-610	....	....	....	....	4.91
6	611-732	....	....	....	....	4.91

NOTE: Add 3.6 cents to above rates for all these classes employed at Barstow to Gallup, inclusive.

APPENDIX NO. 2

(a) Employees who, on September 1, 1974, remain assigned as Class "B" Mechanics under the provisions of Appendix "A" to the General Agreement, dated July 11, 1945, will continue to be subject to the terms of that Appendix.

Appendix No. 2

(b) Mechanics of the various crafts working in other classifications, for example, a machinist working as a mechanic or a helper of some other craft or in a position covered by the Firemen and Oilers' Agreement, who transferred under the provisions of Section (b) and/or (c) of Memorandum of Agreement No.4 dated December 18, 1950, on request of the Company from one seniority point or district to another or from one craft to another prior to September 1, 1974, will continue to retain and accumulate previously acquired seniority, subject to the terms of that Memorandum of Agreement.

(c) Any future vacancy or new position of overhead traveling crane operator of less than 40-ton capacity will be bulletined to electrician helpers but the names of those assigned shall not be placed on a separate roster for crane operators.

It is understood that crane operator rules in this Agreement do not apply to overhead electric traveling non-cab controlled cranes now installed which are operated by one or more individuals from the floor, but that if additional cranes of this kind are purchased and the Company considers it necessary to assign a regular operator for them, or for those now in service, such assignment shall be subject to mutual understanding with the General Chairman of the Electricians.

(d) Employees who on September 1, 1974, remain assigned as Wheel Shop Machinists at Topeka, Kansas, under the provisions of Memorandum of Agreement No. 1, dated January 22, 1946, will continue to be subject to the terms of that Memorandum.

(e) The provisions of this Item (e) supersede all previous agreements and understandings on this subject. Any employe who has served an apprenticeship

Appendix No.2

either as a machinist or an electrician, or who has had three years' experience as a machinist or four years' experience as an electrician and who is qualified and capable of performing the work of the respective crafts as outlined in Rule 55 for Machinists and Rule 88 for Electricians, as well as in the work of operating (this does not refer to nor include the driving of locomotives in performing road or yard service nor hostling thereof at terminal), maintaining and repairing gas-electric or oil-electric locomotives and their accessories, or internal combustion engines, or other prime movers coupled to electric generators, or other types of electric energy used to propel locomotives other than those propelled by steam, may qualify and may be employed upon Diesel-Electric locomotives when in the judgment of the Railway Company it is necessary to employ thereon in addition to the motorneer and helper, a maintainer as Diesel-Electric Maintainer.

It is further agreed that said shop maintenance work if performed while locomotives are in operation in yards or on the road shall be performed by employes of the two crafts, viz., machinists and electricians (when so assigned) and that the Company does not obligate itself to provide any such, and has the sole right to decide whether or not such work shall be performed, and on what equipment.

Under the terms of this agreement it is contemplated that new positions or vacancies will be filled by appointment by the Management of employes holding seniority in the above two crafts on an equal basis as nearly as possible. It is understood that Diesel Maintainers who were formerly so assigned and retain rights to return thereto will be recalled on the basis of seniority as Maintainers before selecting others. Any Maintainer refusing recall to such position will forfeit all rights as Diesel Maintainer.

Appendix No.2

Seniority as Diesel Maintainer is established from date starting work as maintainer under instruction if finally qualified and is assigned as Diesel Maintainer. If not able to qualify he will be returned to the position he left. If qualified and later relieved from position as maintainer he will be returned to the home point and craft in which service was last performed and exercise rights over any junior employe.

Seniority of Diesel Maintainers is separate and confined to themselves only and does not affect the seniority of such employes in their respective crafts or subdivisions thereof.

Diesel Maintainers' seniority may be exercised only in bidding on vacancies or new positions, abolishment of runs and/or in reduction in force of maintainers. In the event a maintainer is affected by force reduction or abolishment of position or run he will displace the youngest man employed as such or forfeit seniority as maintainer.

Diesel Maintainers, if assigned, may be paid a monthly salary under the provisions of Rule 14. Diesel Maintainers under training will be paid the minimum rate of mechanics of their crafts.

Men assigned as Diesel Maintainers will be used to perform work in the shop only when unavoidable circumstances prevent them from taking their regular turn on the road.

As and when additional Diesel-Electric locomotives are placed in service, or those now in service are assigned to a more frequent schedule, or when operations are changed to permit Diesel Maintainers being assigned to runs requiring shorter hours, conference will be held with the General Chairman of the crafts.

Appendix No.2

involved for the purpose of negotiating a more comprehensive Agreement covering this class of employees.

(f) Employees who, as of August 1, 1945, were receiving a rate higher than that prescribed for the position occupied, will continue to be paid such higher rates so long as they remain on such positions. If and when they relinquish such positions, either temporarily or permanently, their successors will be paid only the rate prescribed by the General Agreement.

(g) Agreement dated Los Angeles April 19, 1939, covering apportionment of work at Los Angeles Union Passenger Terminal among employees of the Santa Fe, Southern Pacific and Union Pacific Railway Companies will be continued in effect.

(h) Employees who hold multiple seniority acquired prior to August 1, 1945 shall continue to retain such seniority within subdivisions of the craft in which they were employed on August 1, 1945, so long as they exercise it in the inverse order in which established, when furloughed, and respond when recalled. Seniority in any other craft will be retained only until the employee is force reduced to the point where he must exercise it or be laid off. If he then fails to utilize it he will forfeit such seniority and be laid off subject to recall only in the capacity in which laid off. If he elects to exercise such other seniority he can use it one time only and when recalled to his own craft must forfeit the seniority to which recalled or accept recall and forfeit the other craft seniority.

If employees covered by this Item (h) hereafter elect to transfer to another craft or seniority point or district in which they do not hold seniority, they shall forfeit all such retained seniority.

(i) The classification of work rules of the General

Appendix No. 2

Agreement shall not change existing practices of handling certain classes of work by Water Service Department Employees, Shop Extension Forces, or Shop Forces, it being understood that such work may be continued to be performed by employees of the different classes of either group until and when survey has been made and a definite line of demarcation can be agreed to with the organization involved.

(j) For the purpose of this memorandum, it is agreed that Class "B" Mechanics will perform work defined below in the Sheet Metal Workers Craft and will be paid at the rate of ninety-five (95¢) per hour (Rate \$2.058 per hour December 1,1955)

"Stripping locomotives for repairs, removing and applying asbestos lagging (not including insutape) and operation of pipe cutting and threading machines, except on freight car equipment."

(Item (j) retained from Appendix "A" of the General Agreement, dated August 1,1945, Reprinted January 1, 1957, Including Revisions.)

Appendix No. 3

APPENDIX NO. 3

Case No. A-4301

MEDIATION AGREEMENT
SYSTEM FEDERATION NO.97,
RAILWAY EMPLOYES' DEPARTMENT,
A.F.of L.
--SHOP CRAFTS --
and
THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
GULF, COLORADO AND SANTA FE
RAILWAY COMPANY
BEAUMONT WHARF AND
TERMINAL COMPANY
PANHANDLE AND SANTA FE
RAILWAY COMPANY

In the settlement of differences as set forth in application for mediation submitted by System Federation No. 97, Railway Employees' Department, A. F. of L., under date of August 25, 1953, as described in Docket Case No. A-4301 of the National Mediation Board, and under the provisions of the Railway Labor Act, as amended, it is mutually agreed between the parties signatory hereto that the question so submitted is disposed of as follows:

It is agreed that the following will govern the establishment of mechanic's seniority by employes who enter the Armed Forces of the United States with reemployment rights under the Selective Service Act of 1948 (effective June 24, 1948), as amended, and now titled "Universal Military Training and Service Act", while employed and assigned as (1) indentured apprentices or (2) mechanics without seniority after being upgraded from apprentice.

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(a) Indentured apprentices entering the Armed Forces of the United States while assigned as such, and who obtain reemployment with the carriers parties hereto pursuant to and after complying with all the reemployment requirements of the above mentioned Federal statutes, shall have their names placed on the mechanics' seniority roster of their respective crafts as of the date they would have completed their apprenticeship had they not entered military service and remained in the continuous and uninterrupted service of the carriers parties hereto during the period they were in military service.

EXAMPLE: Employee indentured as Machinist's apprentice on January 2, 1949, was called into military service January 2, 1950, was released from military service, resumed apprenticeship on January 2, 1952. and completes said apprenticeship on January 26, 1955, would be shown on Machinists' roster with a date of January 26, 1953.

(b) Indentured apprentices entering the Armed forces of the United States while upgraded to a mechanic's position without seniority as such under the provisions of Appendix "A" to the General Agreement and prior to completing the remaining period of their apprenticeship by acquiring the necessary experience at the trade, and who thereafter obtain reemployment with the carriers parties hereto pursuant to and after complying with all the reemployment provisions of the above-quoted Federal statutes, shall, after completing the unfinished period of their apprenticeship or experience at the trade, have their names placed on the mechanics' roster of their respective crafts with the same date they would have acquired had they remained in the continuous and uninterrupted service of the carriers parties hereto, such date to be determined in the manner outlined in the example under Paragraph (a).

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This Memorandum of Agreement is accepted by the parties this 18th day of September, 1953, and shall continue in effect subject to thirty days written notice by either party of its desire to change or cancel.

(Signatures not reproduced)

MEMORANDUM OF AGREEMENT

Between

**THE ATCHISON, TOPEKA & SANTA FE
RAILWAY SYSTEM**

Comprising

The Atchison, Topeka and Santa Fe
Railway Company
Gulf, Colorado and Santa Fe Railway Company
Beaumont Wharf and Terminal Company
Panhandle and Santa Fe Railway Company

And

System Federation No. 97, Railway Employees'
Department, A.F.L.-C.I.O., relating to sen-
iority status of helpers assigned to positions
as upgraded helpers or temporary mechanics.

It is agreed that previous agreements providing for the upgrading of helpers to temporary mechanics' positions entered into between the parties hereto will be amended to the extent necessary to give effect to the following provisions:

1. Persons who have left or leave positions as helpers subsequent to May 1, 1940 in the employ of The Atchison, Topeka and Santa Fe Railroad to enter military service and who upon completion of their military service and timely application for reemployment, are restored to their former positions pursuant to federal law

Appendix No. 3

or applicable agreement provisions, and subsequently complete the working experience as upgraded helpers (or temporary mechanics) required to qualify them for assignment as regular or permanent mechanic will be given retroactive seniority date as mechanics as of the time they would have completed such working experience had their employment not been interrupted by military service, provided:

- (a) They make their election to waive seniority as helpers and accept permanent status and seniority as mechanics within 30 days from effective date of this agreement, or within 30 days after completion of such working experience (or, after being notified by the company of such completion), whichever date shall be later; and
 - (b) They had been assigned as upgraded helpers or temporary mechanics prior to entering military service, or would have been so assigned, either by virtue of their contractual seniority rights as helpers or by virtue of a uniform practice following seniority in the making of such assignments, during the period of their military service had they not been absent. It is understood and agreed that prior to August 1, 1945, there was in effect no contract or established practice calling for upgrading of helpers in seniority order.
2. From the sixtieth to ninetieth day after the effective date of this memorandum there shall be posted on all bulletin boards any seniority roster of mechanics which has been or may be revised by reason of this memorandum, and during that period any man on any such roster (whose date or rank has been or in his opinion may be adversely affected by operation of this

Appendix No.4

memorandum) may elect to be returned to the roster of helpers from which he was transferred to the mechanics' roster, with date of seniority which he held before his transfer and if so electing shall forfeit all status and seniority as mechanic and shall resume status and seniority as helper.

3. Any election under this memorandum must be submitted in writing to the local supervisory officer within the time specified, and a copy furnished to local chairman and general chairman of the craft involved.
4. Nothing in this agreement shall be construed as creating any back wage claims or time claims on behalf of any employees affected by its provisions.
5. This memorandum agreement shall be effective the first day of the calendar month following the date of execution.

Signed at Chicago, Illinois this 10th day of
February, 1958.

(Signatures not reproduced)

APPENDIX NO. 4

APPRENTICE TRAINING PROGRAM AGREEMENT between The Atchison, Topeka and Santa Fe Railway Company and its Employees represented by System Federation No.97, Railway Employees' Department, AFL-CIO, excluding I.B.E.W. Communication Department Employees, composed of:

1. International Association of Machinists and Aerospace Workers,

Appendix No. 4

2. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers,
3. Sheet Metal Workers International Association,
4. Brotherhood Railway Carmen of the United States and Canada,
5. International Brotherhood of Electrical Workers.

This Agreement is in settlement of the dispute growing out of notice served on the Carrier dated October 25, 1968 and notice dated May 15, 1969 served by the Carrier on Organization representatives of the employes involved.

A. TYPES AND TERMS OF APPRENTICESHIP

1. There shall be two (2) recognized classes of apprentices, consisting of regular and helper, in each trade, plus Special Apprentices covered by this program.
2. *All apprentices except Carmen Apprentices, Electrical Apprentices and Special Apprentices, shall serve six (6) periods of 122 work days each or a total of 732 work days during the period of apprenticeship.
 - a. *Regular Carmen Apprentices shall serve the time stipulated in Rule 117 of the August 1, 1945 Agreement (Reprinted January 1, 1957, Including Revisions) and each period shall consist of 122 work days.
 - b. *Regular Electrical Apprentices shall serve eight (8) periods of 122 work days each or a total of 976 work days during period of apprenticeship.

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- c. Special Apprentices shall serve four (4) periods of 122 work days each or a total of 488 work days during period of apprenticeship.
 - * See Rule K of this Agreement
 - d. *Carmen Helper Apprentices shall be governed by the provisions of Rule 117 of the August 1, 1945 Agreement (Reprinted January 1, 1957, Including Revisions).
 - d. *Electrical Helper Apprentices shall serve six (6) periods of 122 days each, or a total of 732 work days during period of apprenticeship.
 - f. *All other Helper Apprentices shall serve four (4) periods of 122 work days each or a total of 488 work days.
 - g. Days on which any apprentice performs seven (7) or more hours of service shall be counted as creditable days toward the completion of his apprenticeship.
- 3 Especially qualified graduate regular or helper apprentices may be assigned a special course of training consisting of two additional 122 day periods and shall receive the journeyman mechanic's rate of pay while so assigned.
- * See Rule K of this Agreement

B. QUALIFICATIONS AND SELECTION FOR APPRENTICESHIP

1. Regular and Helper Apprentices must be able to speak, read and write the English language. They must be able to work arithmetic problems of addition, subtraction, multiplication and division, including decimals and common fractions. This must be proven by taking a simple arithmetic test and passing it with a 70% minimum grade.

Appendix No.4

2. Apprentices shall not be employed as such until they have attained their 17th birthday, nor after having attained their 31st birthday, except that ex-military personnel may be employed as apprentices up to but not including their 36th birthday.

3. In selecting applicants for apprenticeship, the following procedures shall be followed:

- a. Application forms, tests, oral interviews, school grades and previous work records shall all be applied in determining the qualifications of applicants for selection. Selection of apprentices under this program shall be made from qualified applicants on the basis of qualification alone and in accordance with the laws of the land.
- b. As applications are received, applications shall be recorded and shall be reviewed by the Company.
Applicants who qualify as outlined below shall be rated and the most qualified applicant shall be selected for the opening. Records of the selection process shall be kept for two (2) years.
- c. Applicants shall be required to meet the following minimum requirements in order to be considered as qualifying for regular apprenticeship openings:
 - (1) Education-As outlined in Rule B.1. of this Agreement.
 - (2) Oral Interview-Applicants shall be interviewed as to work attitude, responsibility, background and other related factors.
 - (3) References-Applicants must submit references if requested.

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- (4) Before being employed as regular apprentices, applicants shall be required to pass physical examination before a Company physician.
- 4. In selecting applicants for helper apprenticeship, the following procedure shall be followed:
 - a. Applicants must have had a minimum of two (2) years' experience and seniority with the Company in the trade for which they are being considered as applicants for helper apprenticeship.
 - b. In selecting helper apprentices seniority shall govern in the event ability and work experience is equal. Records of the selection process shall be kept for two (2) years.

C. PROBATIONARY PERIOD AND SENIORITY PROTECTION

- 1. All apprentices shall be subject to a probationary period of one hundred twenty-two (122) work days. Apprentices who show no aptitude to learn the trade or whose attitude is not satisfactory during the probationary period shall be removed from the training program without the necessity of a formal investigation.
- 2. Apprentices who hold seniority in other classes under the Shop Crafts' Agreement shall retain and accumulate that seniority during their training period, and shall forfeit such seniority upon completion of apprenticeship.

D. APPRENTICESHIP AGREEMENT

- 1. All apprentices, both regular and helper, must be indentured and they shall be furnished with a

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copy of the indenture by the Company which shall also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade, including classroom instruction. No apprentice shall be started at points where there are not adequate facilities for learning the trade of the craft in which indentured.

2. An apprentice who completes his indenture time and the minimum amount of related training shall be furnished a suitable certificate indicating his completion.

3. If retained in the service at the expiration of their apprenticeship, they shall be paid not less than the minimum rate established for journeyman mechanics of their respective crafts.

E. RATIO

1. The ratio of apprentices to mechanics at points employed shall not be more than one (1) apprentice to every three (3) mechanics as long as there are no off-in-force-reduction mechanics subject to recall on that seniority district or at that seniority point. In the event of force reduction, such reduction shall be made as outlined and in the order listed below, except as otherwise provided for employes represented by Brotherhood Railway Carmen of the United States and Canada in Paragraph (f) of upgrading Memorandum of Understanding with that craft which became effective January 1, 1968:

- a. Upgraded Helpers, if any, working without journeyman mechanic's seniority.
- b. Upgraded Apprentices, if any, working without journeyman mechanic's seniority.
- c. If, after all mechanics working as mechanics,

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without seniority, have been reduced, and further reductions are necessary, and recognizing that there is no requirement for any apprentices, the ratio of apprentices to mechanics, if any assigned, must not become more than one (1) apprentice to five (5) mechanics and apprentices shall first be reduced to achieve this ratio before any mechanics are furloughed.

2. In the event of restoration of forces on any given seniority district or seniority point, the ratio of not more than one (1) apprentice to every three (3) mechanics may be restored after all off-in-force-reduction journeyman mechanics have been recalled.

3. No apprentice shall be hired and indentured at points where journeyman mechanics of the craft who retain rights to recall have been demoted or furloughed as a result of force reduction.

4. In computing the number of apprentices that may be employed on a seniority district or at a seniority point, the number of mechanics of the craft employed on that seniority district or at that seniority point shall govern.

F. HOURS OF WORK

Except when under special circumstances an agreement otherwise is reached between proper Carrier officer and the affected craft General Chairman, apprentices shall work a first shift Monday-Friday work week assignment.

G. RELATED INSTRUCTIONS

1. Each apprentice shall receive related instructions on the technical theory related to his trade. Related instructions may be given in classrooms or through

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correspondence or a combination of both. Minimum each year should be at least 144 hours of related instructions. Apprentices shall not be required to attend Carrier's conducted classroom instruction on their own time. It is optional with the Company to have the apprentices attend school either during regular working hours and/or outside of the hours of their regular assignment, in which latter event the apprentice shall be paid his regular straight time rate for all time attending school.

2. During the term of apprenticeship the apprentice shall receive instructions on the practices of safety.

H. WORK PROCESSES

1. During his apprenticeship, the apprentice shall receive such instruction and experience on his assignment as available in his craft which is necessary to develop a versatile craftsman.

- a. Points for training apprentices, in addition to those where apprentices are presently indentured, shall be by agreement between the designated Company officer and the General Chairman of the craft involved. (See Appendix "A" hereof)
- b. The General Supervisor of Mechanical Training and the General Chairman of the respective craft organizations signatory to this Agreement shall mutually cooperate in developing and revising work process schedules for training apprentices of their respective crafts.

2. For the purpose of gaining experience, an apprentice may be assigned mechanic work and required to perform such work according to the work

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process schedule, unless such training is interrupted by layoffs. He shall be under the guidance of a competent mechanic of the craft and Supervisor or a Mechanical Training Instructor. This does not mean that a mechanic shall accompany or be in attendance with the apprentice at all times throughout the work day.

3. So long as work is available on a work assignment in the apprentice training program as outlined in the work process schedule, an apprentice must complete such work assignment. In instances where work on such work assignment is no longer available for the apprentice to perform, he may be used on other work assignments on which he has not yet received training.

4. Apprentices shall not, while in their first period of apprenticeship, be assigned to welding work.

5. Two apprentices shall not be assigned to work by themselves as partners.

I. EXAMINATION OF APPRENTICES

The records of the apprentices shall be examined from time to time to ascertain their progress during their term of apprenticeship. In the event an apprentice is deficient in his grades, in his work habits or in his attitude, his record shall be reviewed with the Local Chairman or other designated representative of the craft and conference held with the apprentice in an effort to bring about satisfactory progress on his part before further action is taken.

J. SUPERVISION OF APPRENTICES

The Carrier shall designate a Mechanical Training Instructor who shall be responsible for carrying

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out the training program as outlined. Adequate records shall be maintained and individual apprentice work progress reports shall be made available to the Local Chairman of craft involved, or other designated representative of that craft, for review upon request.

K. UPGRADING

1. Apprentices indentured on or after the effective date of this Agreement shall not be set up to work as a mechanic before completing their apprenticeship except by special agreement between designated Company officer and affected craft General Chairman.

a. By special agreement between designated Company officer and the General Chairman, an Electrical Apprentice may be advanced to mechanic position without seniority prior to completion of periods specified in K. 1. b. and K. 1. c.

b. A Regular Electrical Apprentice who is indentured on or after the effective date of this Agreement and who has completed six (6) periods consisting of 122 work days each shall, if a mechanic position is available, be advanced to such position without seniority.

c. An Electrical Helper Apprentice who is indentured on or after the effective date of this Agreement and who has completed four (4) periods consisting of 122 work days each shall, if a mechanic position is available, be advanced to such position without seniority.

2. Apprentices indentured prior to the effective date of this Agreement may, in accordance with their indenture dates, be upgraded to mechanics working

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without seniority, if they so desire. Apprentices declining upgrading must do so in writing, with copy to local representative. Such waivers will remain in effect until rescinded in the same manner.

3. This Rule K does not apply to any employe represented by Brotherhood Railway Carmen of the United States and Canada, account upgrading Memorandum of Understanding with that Craft which became effective January 1, 1968, which shall govern the Carmen's craft.

L. SENIORITY

1. None of the provisions of this Rule L apply to apprentices represented by Brotherhood Railway Carmen of the United States and Canada. Such apprentices shall establish seniority as a mechanic as of the same date of completion of apprenticeship.

2. A Regular Apprentice, other than an Electrical Apprentice, indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive three (3) calendar years from the date of such completion, but not prior to his date of indenture.

3. A Helper Apprentice, other than an Electrical Helper Apprentice, indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a seniority date as a journeyman mechanic retroactive two (2) calendar years from the date of completion, but not prior to his date of indenture.

4. A Regular Electrical Apprentice indentured on or after the effective date of this Agreement shall, upon completion of his apprenticeship, be given a

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seniority date as a journeyman mechanic retroactive four (4) calendar years from the date of the completion, but not prior to his date of indenture.

5. An Electrical Helper Apprentice indentured on or after the effective date of this Agreement shall, upon completion of apprenticeship, be given a seniority date as a journeyman mechanic retroactive three (3) years from the date of completion, but not prior to his date of indenture.

6. A Special Apprentice indentured on or after the effective date of this Agreement shall, upon completion of apprenticeship, be given a seniority date as a journeyman mechanic in the craft in which he first performed service as an apprentice retroactive two (2) calendar years from the date of completion, but not prior to his date of indenture.

7. Apprentices indentured prior to the effective date of this Agreement shall be required to complete the number of days remaining in their apprenticeship, except no such apprentice shall be required to serve more time subsequent to the effective date of this Agreement than that required by this Agreement.

8. Upon completion of their apprenticeship, apprentices indentured prior to the effective date of this Agreement shall receive seniority date on appropriate journeyman mechanics' seniority roster as of date one day immediately prior to the effective date of this Agreement. Placement of their names on appropriate journeyman mechanic's seniority roster shall be in order of completion of apprenticeship.

9. An apprentice who leaves the service of the Company voluntarily shall be considered as having given up all rights and privileges. If such individual re-enters the service of the Company as an appren-

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tice, he shall be reindentured and no training or time previously worked as an apprentice shall be recognized.

M. PROTECTION OF SERVICE REQUIREMENTS

If, after the effective date of this Agreement, it is determined that an adequate force of mechanics is not available to protect the service requirements under the provisions of applicable Agreements, the General Chairman of the craft involved and the designated Company officer shall meet and work out a solution to the problem.

N. SPECIAL APPRENTICES

1. Special Apprentices specified in Rule A.2.c.of this Agreement shall be selected from those who have completed a technical education in the Engineering Field (Mechanical, Electrical, Electronic, Chemical, Industrial).

2. Before being employed as Special Apprentices, applicants will be required to meet all standard hiring practices with the exception that their scholastic degree will eliminate the taking of the simple arithmetic test.

3. The rate of pay for Special Apprentices shall not be less than that of Helper Apprentices.

4. A Special Apprentice who receives training under one or more crafts shall establish seniority in accordance with Rule L of this Agreement and be subject to representation, while serving his special apprenticeship, by the craft representatives of the particular craft in which he first receives training after employed as Special Apprentice.

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0. MODIFICATION OF CONFLICTING AGREEMENT OR RULES

Any rule of Shop Crafts Agreement effective August 1, 1945 (Reprinted January 1, 1957, Including Revisions) also any addendum or Memorandum of Agreement pertaining thereto which might be at variance with any intent or purpose of any part of this Apprentice Training Program Agreement is hereby modified accordingly, and the rules of said Apprentice Training Program Agreement shall govern; however, all other rules applicable to other employes in the August 1, 1945 Agreement, as amended, will govern in the event of any dispute.

P. WAGE SCALE

Step Rates of Pay for Apprentices based on rates in effect August 1, 1970:

Period	Machinist, Sheetmetal Worker, Boilermaker- Blacksmith		Electrician		Carmen		Special
	Regular	Helper	Regular	Helper	Frt.	Pass.	
1 st	\$3.15	\$3.55	\$3.15	\$3.55	\$3.37	\$3.15	\$3.55
2nd	3.19	3.58	3.19	3.58	3.41	3.19	3.58
3rd	3.22	3.60	3.22	3.60	3.44	3.22	3.63
4th	3.26	3.64	3.26	3.64	3.47	3.26	3.66
5th	3.30		3.30	3.67	3.51	3.30	
6th	3.34		3.34	3.69	3.58	3.34	
7th			3.41			3.41	
8th			3.51			3.51	

NOTE: Add 3.6 cents to above rates for all these classes employed at Barstow to Gallup, inclusive.

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NOTE: The rates shown are to be adjusted in accordance with any subsequent general wage increases and/or decreases.

This Memorandum of Agreement shall be effective as of November 1, 1971 and shall continue in effect until it is changed as provided in this paragraph or under the provisions of the Railway Labor Act, as amended. Should either party to this Memorandum of Agreement desire to revise or modify the provisions thereof, thirty (30) days' written advance notice containing the proposed change shall be given and conference held upon the expiration of such notice unless another date is mutually agreed upon.

SIGNED AT CHICAGO, ILLINOIS this 29th day of October 1971
(Signatures not reproduced)

APPENDIX "A" TO APPRENTICE TRAINING PROGRAM AGREEMENT EFFECTIVE NOVEMBER 1, 1971

Points where apprentices indentured on November 1, 1971 are as follows:

- Corwith, Illinois
- Argentine, Kansas
- Topeka, Kansas
- Newton, Kansas (Rail Mill)
- Newton, Kansas (Mechanical Department)
- Cleburne, Texas
- Temple, Texas
- Clovis, New Mexico
- Belen, New Mexico
- Albuquerque, New Mexico (Centralized Work
Equipment Shop)
- Barstow, California

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Bakersfield, California
San Bernardino, California
Los Angeles, California

If apprentices are to be indentured at points other than those listed hereinabove, the provisions of Rule H. 1. a. of the Apprentice Training Program Agreement shall apply.

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Excerpt from 12-4-69 Understanding
with IAM, IBEW and IBB, and
4-24-10 Agreement with BRCoFUS&C

Attachment No. 1

At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work shall be considered to Comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment. In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental.

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If there is a dispute as to whether or not work comprises a “preponderant part” of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

Excerpt from 5-12-72 Agreement
with SMWIA

ARTICLE V--INCIDENTAL WORK RULE

The Incidental Work Rule which became effective April 9, 1970 is hereby amended to read as follows:

(a) At work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a running repair work assignment, the completion of which calls for the performance of “incidental work” (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. This rule applies only to work performed on rolling stock.

(b) Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances in order to accomplish a specific main work

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assignment, e.g., remove generator, replace governor, repair radiator, etc.

(c) Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish a specific main work assignment, except that when the time normally required to accomplish the incidental work exceeds one hour the rule shall not apply to such work assignment.

(d) In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental work regardless of how much or how little time it might require.

(e) Inspection is not incidental work. It is always the main work assignment and is to be treated under this rule as any other main work assignment. Whatever inspection work was possessed before the incidental work rule is not changed in any way by this rule. If, however, during the course of an inspection running repair work is performed, then the incidental work rule comes into play and will allow the craft whose work it is to perform the repair to do the incidental work required to perform the main work assignment, provided that the time limitations of paragraph (c) above are met.

(f) Repair time will be counted as a part of the main assignment only when the repair is performed by a mechanic assigned to the main work assignment.

(g) If there is a question raised as to whether or not the incidental work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may

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make a request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour. Request for time checks will be granted when the request is made by the Shop Committee. Nevertheless, both parties are entitled to protection against the inconvenience of unreasonably repetitive requests for time checks. Therefore to the extent that repetitive assignments practicably can be standardized with respect to the various types of rolling stock, the local parties should do so. They should conduct a sufficient number of time checks to arrive at a normalized time for such standardized assignments which then should be used to govern applications of the rule to that work. If a time check (or checks) indicates that the time normally required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

(h) The parties to this Agreement will promptly work out an accelerated grievance procedure within the framework of the recommendations of Emergency Board No.181.

(i) So-called "kite tail" rules in schedule agreements on the individual carriers, insofar as those rules apply to running repairs on rolling stock, are superseded by this rule.

APPENDIX NO. 6

Memorandum of Understanding as to division of construction and repair work between employees represented by the Sheet Metal Workers' Organization in

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each the Mechanical Department Shop Forces, Engineer of Shop Extension Forces and the Water Service Forces. IT IS AGREED:

(a) Shop Extension Forces will continue to handle such work as assembling, erecting, relocating, including excavations, forms, and foundations therefor (except when it is expedient to pour such foundations in conjunction with erection of buildings in which event foundations may be constructed by the forces erecting the buildings) painting, dismantling, major repairs, and renewals of machinery, cranes, hoists, boilers, pumps, tanks, furnaces, incinerators, Diesel Servicing and Repair Facilities excluding fueling and watering platforms (such are usually ground level concrete slabs or platforms located on main line tracks or in yards and are to be distinguished from the usual car floor height servicing and repair platforms handled by Shop Extensions Forces which are located in Shops, Roundhouses or adjacent thereto where general servicing and running repairs are handled by Mechanical Department Forces), Distilled Water Plants, Lube Oil Facilities, Mechanical Car Washers, Engine Cleaning Facilities, Sand Handling Facilities, Cooling Towers, Boiler Washing Plants, Steel Smoke Stacks at power Plants; and other Mechanical Department equipment and facilities at Shops, Yards, Roundhouses, and Power Plants; all steam, air, gas, oil, and water lines serving the above mentioned machinery, equipment and facilities; oxyacetylene and electric welding when required.

(b) Shop Extension Forces shall install, renew, relocate and handle heavy maintenance of all steam, air, gas, oil, and water lines for Mechanical Department equipment and facilities. (These do not include plumbing, building heating, sewer lines, and

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lines for delivery of water to the point of connection to Mechanical Department equipment or facilities. Such work will be performed by Water Service Forces.)

(c) Minor maintenance and light repair items are excluded from the outline of pipe work to be regularly handled by Shop Extension Forces. Such work will be taken care of by the local Mechanical Department Forces, provided that at points where local Mechanical Department Forces or Shop Extension Forces are not available, the Water Service Forces may be called upon for such minor maintenance and light repair items.

(d) Water Service Forces shall install, renew and maintain all water, oil, gas, steam and air lines for other than Mechanical Department facilities and equipment; and, irrespective of the facilities served, will handle plumbing, building heating, sewer lines and lines for delivery of water to facilities where required.

(e) Employees of any of these classes may perform any of the above work when exigency of the service makes that necessary or desirable, it being recognized there must of necessity be sufficient latitude in allocating the work to avoid the imposition of an uneconomical condition or incurring serious delays in getting the work done.

(f) This Memorandum of Understanding shall not apply at Topeka where there is a special Water Service Department under the jurisdiction of the Superintendent of Shops and that force will continue to handle all work of the character herein referred to in accordance with past practice.

This Memorandum of Understanding shall become effective January 1, 1950.

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SIGNED AT CHICAGO, ILLINOIS, DECEMBER 21, 1949.

(Signatures not reproduced)

MEMORANDUM OF UNDERSTANDING
between The Atchison, Topeka and Santa Fe Railway Company and its Employees represented by the Sheet Metal Workers' Organization in each the Mechanical Department Shop Forces, Engineer of Shop Extension Forces and Water Service Forces.

IT IS AGREED:

Memorandum of Understanding effective January 1, 1950 concerning the division of work between the employes set out above is amended as follows:

1. Effective June 1, 1973, Sheet Metal Workers and Sheet Metal Worker Helpers in the Shop Extension Forces and Division Water Service Forces (including Western Lines Floating Water Service Gang) will be consolidated. Employees affected by this consolidation will be merged into a Grand Division (Eastern, Western or Coast Lines) seniority roster which will thereafter be known as the Grand Division Sheet Metal Workers' Seniority District.

2. In effecting this handling, each affected employe holding seniority in any of these groups will establish a relative seniority position on the consolidated or new seniority district in accordance with his present seniority date. In the event two or more employes have the same seniority date, Rule 28(d) of the Shop Crafts' Agreement effective August 1, 1945 (Reprinted January 1, 1957, Including Revisions) will control.

3. Employees off in force reduction on any of the seniority districts for the Shop Extension Forces and Division Water Service Forces (including West-

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ern. Lines Floating Water Service Gang) at the time of consolidation of these seniority districts shall, within fifteen (15) calendar days from the effective date of this Memorandum of Understanding, be given written notice of opportunity of displacing the junior employe, occupying a position for which he is qualified, whose name appears on the consolidated seniority roster; copy of such notice to be furnished to the General Chairman. A furloughed employe desiring to displace will have thirty (30) calendar days from date of the notice within which to exercise such displacement right.

Furloughed employes exercising displacement rights under this Section 3 will do so without expense to the Company but any employe displaced by such furloughed employe will be entitled to the benefits of Sections 10 and 11 hereof.

4. Employes presently holding seniority in any of the seniority districts covered by this Memorandum of Understanding who are prevented from exercising their rights or taking advantage of the provisions thereof due to being in Military Service shall, upon being released from Military Service and upon making timely application for re-employment with the Carrier for position occupied prior to their entry into Military Service, or to which they would have been entitled by virtue of their seniority had they remained in the service of the Carrier, be permitted to exercise rights stipulated in Rule 16(d) of the Shop Crafts' Agreement and obtain all the benefits of this Memorandum of Understanding.

5. Gangs may be organized and headquartered at various locations on the Grand Division, but the headquarters may not be changed more than once each 12-month period, unless mutually agreed to

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by the General Chairman and the General Manager of the Grand Division involved.

6. The consolidated Grand Division Sheet Metal Workers' Force shall perform all of the work as outlined in Rule 83 of the current Shop Crafts' Agreement. The division of work as set out in Paragraphs (a), (b), (c) and (d) of Memorandum of Understanding effective January 1, 1950 hereby cancelled, and the work referred to therein will be performed by the consolidated Grand Division Sheet Metal Workers' Force except that, within the Mechanical Department, minor maintenance and light repair items other than plumbing, building heating, sewer lines and lines for delivery of water, which will continue to be handled by Grand Division Sheet Metal Workers' Force, irrespective of the facilities served, are excluded from the pipe work to be regularly handled by Grand Division Sheet Metal Workers' Forces. Such work will be taken care of by the local Mechanical Department Forces provided that at points where local Mechanical Department Forces are not available the Grand Division Sheet Metal Workers' Forces may be called upon for such minor maintenance and light repair items.

7. Except as otherwise provided herein, employes referred to in this Memorandum of Understanding shall be subject to the terms of the current Shop Crafts' Agreement, as amended.

8. (a) New positions or vacancies of 30 calendar days or more, if such vacancy is to be filled, will be advertised by bulletin to all Grand Division Sheet Metal Workers or Sheet Metal Worker Helpers on the Grand Division where employed.

(b) Sheet Metal Workers or Sheet Metal Worker Helpers employed in the Mechanical Department

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may make written application to the General Manager of the Grand Division on which he is employed for transfer to the Grand Division Sheet Metal Workers' Force.

Likewise, a Sheet Metal Worker or Sheet Metal Worker Helper employed in the Grand Division Sheet Metal Workers' Forces may make application for transfer to the Mechanical Department at any one location which he shall specify in his application.

Applications filed under this Section 8 will expire as of December 31 each year or upon the employe's rejection of a job offer in response to his application.

(c) In either the Mechanical Department or the Grand Division Sheet Metal Workers' Forces if no bids are received or there are no Sheet Metal Workers or Sheet Metal Worker Helpers to accept recall the senior qualified Sheet Metal Worker or Sheet Metal Worker Helper on the Grand Division on which the vacancy exists who has application on file with the General Manager as of the closing date of the bulletin will be assigned.

(d) Employes transferred from or to the Grand Division or Mechanical Department under this Section 8 will establish seniority in the seniority district to which transferred as of the date they first perform service in their new district and they will retain and continue to accumulate seniority in the district from which transferred.

(e) A Sheet Metal Worker or Sheet Metal Worker Helper assigned on the Grand Division may exercise his seniority in the Mechanical Department only if he is affected by force reduction or abolishment of position, in which event he will first exhaust his displacement rights over any junior employe occupying a position for which he is qualified and

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assigned as Grand Division Sheet Metal Worker or Sheet Metal Worker Helper before returning to work in the Mechanical Department and exercising his seniority over any junior employe in accordance with Rule 41 of the General Agreement

(f) A Sheet Metal Worker or Sheet Metal Worker helper assigned in the Mechanical Department may exercise his seniority on the Grand Division Sheet Metal Workers' Force only if he is affected by force reduction or abolishment of position, in which event he will first exhaust his displacement rights over any junior employe occupying a position for which he is qualified and assigned as Mechanical Department Sheet Metal Worker or Sheet Metal Worker Helper before returning to work on the Grand Division Sheet Metal Workers' Force and exercising his seniority over any junior employe in accordance with Rule 41 of the General Agreement.

9.(a) A Grand Division Sheet Metal Worker or Sheet Metal Worker Helper affected by force reduction or abolishment of position who is unable to displace a junior employe occupying a position for which he is qualified and assigned as Grand Division Sheet Metal Worker or Sheet Metal Worker Helper and who exercises seniority rights in the craft at his home point in the Mechanical Department will continue to retain and accumulate seniority as a Grand Division Sheet Metal Worker or Sheet Metal Worker Helper subject to recall under the provisions of Rule 24 of the General Agreement. If recalled to a position for which he is qualified as a Grand Division Sheet Metal Worker or Sheet Metal Worker Helper and electing not to accept such recall he will forfeit his seniority as a Grand Division Sheet Metal Worker or Sheet Metal Worker Helper.

(b) A Mechanical Department Sheet Metal

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Worker or Sheet Metal Worker Helper affected by force reduction or abolishment of position who is unable to displace a junior employe occupying a position for which he is qualified and assigned as Mechanical Department Sheet Metal Worker or Sheet Metal Worker Helper and who exercises seniority rights in the craft in the Grand Division Sheet Metal Workers' Force will continue to retain and accumulate seniority as a Mechanical Department Sheet Metal Worker or Sheet Metal Worker Helper' subject to recall under the provisions of Rule 24 of the General Agreement. If recalled to a position for which he is qualified as a Mechanical Department Sheet Metal Worker or Sheet Metal Worker Helper and electing not to accept such recall he will forfeit his seniority as a Mechanical Department Sheet Metal Worker or Sheet Metal Worker Helper.

10. In the case of an employe covered by this Memorandum of Understanding who, within one (1) year following the effective date of the consolidation of the Shop Extension Sheet Metal Workers' Force and the Division Water Service Forces (including Western Lines Floating Water Service Gang), is, as a result thereof, displaced and in this one instance is required to relocate his home, the Carrier will, once and one time only as concerns the specific employe involved, extend the benefits of Sections 10 and 11 of the Washington Job Protection Agreement of May 1936.

11. Only those employes holding seniority in the Shop Extension Forces and Division Water Service Forces (including Western Lines Floating Water Service Gang) as of April 18, 1973 shall be entitled to protective benefits not to exceed a maximum of 24 months in accordance with provisions of Sec-

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tions 6, 7, 8 and 9 of the Washington Job Protection Agreement of May 1936.

12. This Memorandum of Understanding shall be effective June 1, 1973 and shall remain in effect until changed in accordance with the provisions of Rule 126 of the Shop Crafts' Agreement dated August 1, 1945, as amended.

SIGNED at Chicago, Illinois this 18th day of April, 1973.

(Signatures not reproduced)

NOTE: Rules 28(d), 16(d), 83, 41, 24 and 126 referred to hereinabove are from the Shop Crafts' Agreement dated August 1, 1945 (Reprinted January 1, 1957, Including Revisions). The respective rules appearing in the Agreement effective September 1, 1974, are as follows: Rules 32(a), 17(a) and 17(b), 82, 44, 24 and 118.

APPENDIX NO. 7

MEDIATION AGREEMENT

Case No. A-7030

This Agreement made this 25th day of September, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the Employes of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway' Employes' Department, AFL-CIO.

Witnesseth:

IT IS AGREED:

Article I-Employee Protection

Section 1-The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2-The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working con-

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ditions as a result of any of the following changes in the operations of this individual carrier:

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;
- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

Section 3-An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the

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causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

Section 4-The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairman of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representatives, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5-Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

“Section 6(a). No employee of any of the carriers involved in a particular coordination who is con-

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tinued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve,

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thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period.”

Section 6-Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his

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home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

Length of Service				Period of Payment	
1 yr.	and	less	than	2 yrs.	6 months
2 yrs.	“	“	“	3 “	12 “
3 yrs.	“	“	“	5 “	18 “
5 yrs.	“	“	“	10 “	36 “
10 yrs.	“	“	“	15 “	48 “
15 yrs.	and	over			60 “

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

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(c) An employee shall be regraded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

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(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be re-

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duced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause.”

Section 7-Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9. Any employee eligible to receive a coordination allowance under section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

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Length of Service		Separation Allowance
1 yr. and less than	2 yrs	3 months' pay
2 yrs. “ “ “	3 “	6 “ “
3 yrs. “ “ “	5 “	9 “ “
5 yrs. “ “ “	10 “	12 “ “
10 yrs. “ “ “	15 ”	12 “ “
15 yrs and over		12 “ “

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

- (a) Length of service shall be computed as pro-provided in Section 7.
- (b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

Section 8-Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9-Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the

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point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

“Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of

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moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10- Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows.

"Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case

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the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable

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to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11-When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

Section 12-Any dispute with respect to the

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interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

ARTICLE II-SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to this agreement will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II.

Section 1-Applicable Criteria-Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

Section 2-Advance Notice-Submission of Data-

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Conference- If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the general chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

Section 3-Request for Information When No Advance Notice Given-If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Section 4-Machinery for Resolving Disputes-Any dispute over the application of this rule shall be handled as hereinafter provided.

**ARTICLE III-ASSIGNMENT OF WORK-
USE OF SUPERVISORS**

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employes employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employes, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

ARTICLE IV~OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will

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undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

ARTICLE V-COUPPLING, INSPECTION AND TESTING

In yards or terminals where carmen in the service of the carrier operating or servicing the trains are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "doubleover" and the first car standing in the track upon which the outbound train is made up.

ARTICLE VI-RESOLUTION OF DISPUTES

Section 1-Establishment of Shop Craft Special Board of Adjustment-In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established

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for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

Section 2-Consist of Board-The Board shall consist of 4 members, 2 appointed by the organizations party to this agreement, and 2 appointed by the carriers party to this agreement. For each dispute the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided . Successors to the members of the Board shall be appointed in the same manner as the original appointees.

Section 3-Appointment of Board Members-Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

Section 4-Location of Board Office-The Board shall have offices in the City of Chicago, Illinois.

Section 5-Referees-Employee Protection and Subcontracting-The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6-Term of Office of Referees-The parties shall advise the National Mediation Board of the

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names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7-Filling Vacancies--Referees--In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8-Jurisdiction of Board-The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning

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the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9-Submission of Dispute-Any dispute arising under Article I, Employee Protection, and Article II, Subcontracting, of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

Section 10-Time Limits for Submission-Within 15 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

Section 11-Content of Submission-Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- (a) The question or questions in issue:
- (h) Statement of facts;
- (c) Position of employee or employees and relief requested;
- (d) Position of company and relief requested.

Section 12-Failure of Agreement-Appointment of Referee-If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly

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after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13-Procedure at Board Meetings-The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Section 14-Remedy-If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

Section 15-Final and Binding Character-Decisions of the Board shall be final and binding upon the parties to the dispute.

Section 16-Extension of Time Limits-The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17-Records-The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

Section 18-Payment of Compensation-The parties hereto will assume the compensation, travel ex-

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pense and other expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 19-Disputes Referred to Adjustment Board- Disputes arising under Article III, Assignment of Work-Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

ARTICLE VII-EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about November 5, 1962, and Articles II, III and IV of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. This agreement shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

ARTICLE VIII-EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Section 6 notices will not be initiated nor progressed

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locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII prior to January 1, 1966.

SIGNED AT WASHINGTON, D.C., This 25th day of September, 1964.
(Signatures and Appendices A, B and C are not here reproduced).

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Union Shop Agreement

MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at Chicago, Illinois, any employe of the companies signatory hereto who, on the date on which compliance with the Union Shop Agreement is required, is not a member of the union representing his craft or class, or any new employe entering the service of the companies signatory hereto after the effective date of this agreement, if he would otherwise be required to be a member of a union under the Union Shop Agreement, will be deemed to have met the requirements of the Union Shop Agreement executed this date provided he pays to the union representing his craft or class the periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required of all members of such union within the time limits provided for in the Union Shop Agreement.

This Memorandum Agreement shall be attached to and made a part of the Union Shop Agreement signed this date.

Signed at Chicago, Illinois, this 18th day of November 1957.

(Signatures not reproduced)

AGREEMENT

This Agreement made this 18th day of November, 1957, by and between the Atchison, Topeka and Santa Fe Railway Company, Gulf, Colorado and Santa Fe Railway Company, and Panhandle and Santa Fe Railway Company and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2. This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and

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report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3. (a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment be considered as new employees for the purposes of applying this agreement.

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(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4. Nothing in this agreement shall require an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penal-

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ties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5. (a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until the carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing.. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt

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of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employe concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employe has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employe or to the organization it may be appealed in writing,

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by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employe has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employe involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this

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agreement the organization or the employe involved requests such highest officer in writing by Registered Mail Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employe involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employe involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties as to the matters decided within the limitations of paragraph (h) of this section. The carrier, the employe, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employe is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employe's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the carrier and the organi-

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zation will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

(h) Decisions made pursuant to this section shall be confined to determination of the fact of compliance or non-compliance by the employee with the terms of this agreement but do not apply to any questions of law arising out of or in connection with the legally permissible limits of this agreement under applicable law.

Section 6. Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from the date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights.

The position will be advertised as vacant under the bulletining rules of the respective agreements but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7. An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 to 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employe may be restored to service pursuant to judicial determination. During such period, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employe against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an

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employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8 In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9. An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10. (a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of

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acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employe until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11. This agreement shall become effective on December 16, 1957, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of the carrier and those employes thereof represented by each organization signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

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Signed at Chicago, Illinois, this 18th day of November, 1957.

(Signatures not reproduced)

APPENDIX NO.9

SYNTHESIS OF SHOP CRAFTS NATIONAL VACATION AGREEMENT AS ESTABLISHED BY THE FOLLOWING AGREEMENTS:

12-17-41	}	All Shop Crafts
8-21-54		
8-19-60		
11-21-64		BRC, IBB, F&O
2-04-65		IAM, IBEW, SMWIA
9-27-67	}	All Shop Crafts
9-02-69		
10-07-71		All Shop Crafts Except SMWIA & F&O
2-11-72		F&O
5-12-72		SMWIA

Section 1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during

the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1973, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of ten (10) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1973, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty (20) or more years of continuous service and who, during such period of Continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive

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work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee

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with fifteen (15) or more years of service with the employing carrier.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and(i) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calen-

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dar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(1) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(From Articles III, Sections 1 of 10-07-71, 2-11-72, 5-12-72 Agreements)

Section 3. An employee's vacation period will not be extended by reason of any of the eight recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the eight holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

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Such Section 3 is further amended, effective January 1, 1973, to change the references to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.

(From Articles III, Sections 3 of 10-07-71, 2-11- 72, 5-12-72 Agreements)

Section 4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

(From Sections 4-(a) and 4-(b) of 12-17-41 Agreement)

Section 5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice

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as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

(From Section 5 of 12-17-41 Agreement)

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

(From Article I-Vacations-Section 4 of 8-21-54 Agreement)

Section 6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to provide such relief worker.

(From Section 6 of 12-17-41 Agreement)

Section 7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

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- (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
- (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
- (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
- (e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(From Section 7 of the 12-17-41 Agreement)

Section 8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including

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pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article I. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(From Article IV, Section 2 of 8-19-60 Agreement)

Section 9. Vacation shall not be accumulated or carried over from one vacation year to another.

(From Section 9 of 12-17-41 Agreement)

Section 10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

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(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees

(From Section 10 of 12-17-41 Agreement)

Section 11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

(From Section 11 of 12-17-41 Agreement)

Section 12, (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If

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a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(From Section 12 of 12-17-41 Agreement)

Section 13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understanding shall not be inconsistent with this agreement.

(From Section 13 of 12-17-41 Agreement)

Section 14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

(From Section 14 of 12-17-41 Agreement)

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Section 15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Articles III, Sections 2 of 10-07-71, 2-11-72, 5-12-72 Agreements)

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE ATCHISON, TOPEKA
AND SANTA FE RAILWAY COMPANY
AND ITS EMPLOYEES REPRESENTED
BY SYSTEM FEDERATION NO. 97
REGARDING SPLIT VACATIONS.**

Effective with the calendar year 1972, it is understood and agreed that employees represented by System Federation No. 97 may, under the provisions of Article 11 of the December 17, 1941 National Vacation Agreement, if they so desire, split their vacation period once, provided their vacation period extends two (2) or more weeks. If an employe wishes to split his vacation it must be divided into full

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week periods. Requests for full and split vacations shall be handled as provided in Article 4(a) of the December 17, 1941 National Vacation Agreement, as amended. Before an employe who desires a split vacation is allowed to schedule the remainder of his vacation, all other employes on his seniority district shall, in seniority order, be permitted to schedule their vacations. After all employes on the applicable seniority district have scheduled their vacations, those employes who split their vacations shall, in seniority order, schedule the remainder of their split vacation.

When vacations are split under the provisions of this Memorandum of Understanding, it is further agreed that the Carrier will not be subject to claims or greater expense than would normally occur, as provided in Article 12 of the December 17, 1941 National Vacation Agreement.

When relief for employes splitting their vacations at outside points is provided, payment under Agreement rules, if any, for only one (1) round trip will be allowed for the combined relief period and payment shall be divided as follows:

- (a) The relief employe sent to the outside point to protect the first period will be allowed payment under Agreement rules, if any, to the point of relief.
- (b) The relief employe returning to his home station from the outside point after completing relief for the second period will be allowed payment under Agreement rules, if any, for the return trip.
- (c) No payment under Agreement rules, if any, will be allowed either to the relief employe

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returning to his home station from protecting the first vacation period, or to the relief employe being sent to the outside point to protect the second vacation period.

It is understood and agreed that nothing contained herein prohibits the Carrier from granting en masse vacations.

Signed at Chicago, Illinois, this 27th day of October, 1971.

(Signatures not reproduced)

APPENDIX NO. 10

ARTICLE II-HOLIDAYS

Section 1. Effective January 1, 1972, Article II of the Agreement of August 21, 1954, as amended, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

- (a) The preamble paragraph of Article II, Section 1 of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960 and the Agreement of September 2, 1969, is amended to read as follows:

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

- | | |
|-----------------------|------------------|
| New Year's Day | Fourth of July |
| Washington's Birthday | Labor Day |
| Good Friday | Thanksgiving Day |
| Memorial Day | Christmas |

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provided that on railroads on which some holiday other than Good Friday has been substituted, by agreement, for the birthday holiday, unless the employees now desire to have Good Friday included as a holiday in place of such holiday which has been substituted for the birthday holiday such substitution will continue effective, and Good Friday will be eliminated from the holidays enumerated above and from the provisions of this Article II which follow.

(b) Article II, Section 4 of the Agreement of August 21, 1954 is amended to read as follows:

Section 4. Provisions in existing agreements with respect to holidays in excess of the eight holidays referred to in Section 1 hereof shall continue to be applied without change.

(c) Article II, Section 5 of the Agreement of August 21, 1954, as amended by the Agreement of September 2, 1969, is amended to read as follows:

Section 5. (a) Existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more

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than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

Note: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

(d) Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972 weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(e) Article II, Section 7 of the Agreement of August 21, 1954, which was added by the Agree-

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ment of September 2, 1969, is amended to read as follows:

Section 7. When any of the eight recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

Section 2. Effective January 1, 1973, Article II of the Agreement of August 21, 1954, as last amended by Section 1 of this Article II, insofar as applicable to the employees covered by this Agreement, is hereby further amended in the following respects:

(a) Veterans Day is added to the holidays enumerated in the preamble paragraph of Section 1.

(b) Section 5(a) is amended to read as follows:

(a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday and to Veterans Day in the same manner as to other holidays listed or referred to therein.

(c) The references in Section 4 and in Section 7 to "eight holidays" are changed to "nine holidays."

(d) Effective January 1, 1973, the monthly rates

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of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

**EXCERPTS FROM THE AUGUST 19,
1960 NATIONAL AGREEMENT, THE
PROVISIONS OF WHICH WERE
ACCEPTED BY THE PARTIES TO THE
GENERAL AGREEMENT OF AUGUST 1,
1945:**

ARTICLE III-HOLIDAYS

Article II, Sections 1 and 3 of the Agreement of August 21, 1954, are hereby amended, effective July 1, 1960, to read as follows:

Section 1. Subject to the qualifying requirements applicable to regularly assigned employees contained in Section 3 hereof, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas
Fourth of July	

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Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section 3 hereof, all others who have been employed on hourly or daily rated positions shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him for each of the above-identified holidays if the holiday falls on a work day of the work week as defined in Section 3 hereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

Note: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regu-

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larly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited or
- (ii) Such employee is available for service.

Note: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For purposes of Section 1, the workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees, whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday

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of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

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SUPPLEMENTAL SICKNESS BENEFIT AGREEMENT

THIS AGREEMENT, made this 9th day of May, 1973, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the International Association of Machinists and Aerospace Workers, the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the International Brotherhood of Electrical Workers, the Brotherhood Railway Carmen of the United States and Canada, and the International Brotherhood of Firemen and Oilers, operating through the Railway Employees' Department, AFL-CIO, witnesseth:

IT IS AGREED:

1. **Establishment of Supplemental Sickness Benefit Plan.** Effective July 1, 1973 a Supplemental Sickness Benefit Plan (hereinafter referred to as this Plan) is established to cover railroad shop craft and signal employees. The benefits to be provided, the qualifying conditions, and the administration of this Plan are set forth in the paragraphs which follow.

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2. Eligibility for Benefits: Eligible Employees, Insured Employees, Qualified Employees.

(a) **Eligible Employees.** Subject to the provisions of Paragraph 3, benefits will be provided employees under this Plan if, as the result of an accidental bodily injury which occurred or a sickness which commenced while the employee was insured, the employee is disabled to the extent that he is unable to perform the duties of any job available to him in his craft, or, if there is no job available to him in his craft, to the extent that he is unable to perform the duties of the last job on which he worked prior to commencement of the disability. Employees eligible for benefits are designated "Eligible Employees."

(b) **Insured Employees.** A qualified employee will be insured each month which follows a month in which he rendered--compensated service for a participating railroad under the coverage of a schedule agreement held by a labor organization of shop craft or signal employees, or takes vacation with pay for which he has qualified under a schedule agreement held by a labor organization of shop craft or signal employees. A qualified employee previously insured who ceased to be insured because of disability (as defined in Paragraph 2(a)), furlough, leave of absence or discharge, and who returns to work for the same railroad, or who commences work for another railroad at the direction of the management of his home road or by virtue of his seniority on his home road or under the provisions of a protective agreement or order of a regulatory authority, within twelve calendar months after his insurance had terminated, shall again become insured on the day on which he again renders compensated service under the coverage of a schedule

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agreement held by a labor organization of shop craft or signal employees, and his insurance shall continue for the remainder of that calendar month. An employee who while insured leaves the service of one railroad, and without missing more than one week of work returns to work for another railroad on which he is already a qualified employee, will continue to be insured for the remainder of that calendar month.

Note: The term "insured" in this Paragraph 2 does not necessarily imply coverage by a contract of insurance as referred to in Paragraph 7.

(c) **Qualified Employees.** A qualified employee is one who-

(i) has completed 30 days of continuous employment relationship with the same participating railroad, in a capacity in which he has been represented by a labor organization or organizations of shop craft or signal employees and covered by its or their schedule agreements, and

(ii) is a "Qualified Employee" as that term is used in Section 3 of the Railroad Unemployment Insurance Act, reading as follows:

"An employee shall be a 'qualified employee' if the Board finds that his compensation will have been not less than \$1,000 with respect to the base year, and, if such employee has had no compensation prior to such year, that he will have had compensation with respect to each of not less than seven months in such year."

The term "base year" means the completed calendar year immediately preceding the beginning of a benefit year. The term "benefit year" means for purposes of the above definition the twelve-month

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physician or surgeon, as certified by the physician or surgeon pursuant to Paragraph 9; period beginning July 1 of any year and ending June 30 of the next year. In arriving at the \$1,000, only the first \$400 of compensation in any month is counted. If the Act should be amended so as to change the definition of "qualified employee" or the associated elements mentioned above during the life of this Agreement, this Paragraph 2(c) will be regarded as amended in conformity with the Act.

An employee will become a qualified employee the first day of the calendar month after he fulfills both such conditions. The requirement of Subparagraph (c) (i) will be waived with respect to an insured employee who is furloughed and while insured commences work for another participating railroad.

3.Exclusions and Limitations. No benefits will be provided under this Plan-

- (a) for the first four days of any disability;
- (b) for a longer period, with respect to any disability, than twelve months. Continuing or successive periods of disability will be considered as the same disability unless separated by return to work on a full-time basis for a period of 90 calendar days or more, or unless due to entirely unrelated causes and separated by return to work on at least one day. If benefits are denied in accordance with Sub-paragraph (j) below because the employee received vacation pay during his disability, the twelve months period specified above shall be extended by the period during which benefits were denied for that reason;
- (c) for any disability for which the employee is not treated by a duly qualified

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- (d) for any day on which the employee performs work for remuneration;
- (e) for any disability commencing after the employee has commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by a labor organization of shop craft or signal employees, unless the last position on which he rendered service prior to the disability was a position coming under a schedule agreement held by a labor organization of shop craft or signal employees;
- (f) for any intentionally self-inflicted disability;
- (g) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery or felony;
- (h) for disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participation in a riot or civil commotion;
- (i) for any period during which an employee is unable to work as the result of pregnancy or resulting childbirth, abortion or miscarriage, except that, subject to the other provisions of this Paragraph 3, benefits will be provided in case of miscarriage resulting from an accident or injury;
- (j) subject to the provisions of Paragraph 5(a), for any period during which an employee eligible to receive sickness benefits under the Railroad Unemployment Insurance Act is denied such benefits for any reason including failure by the employee to make application for benefits;
- (k) after the employee has attained 65 years of age; or

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(l) for any disability commencing after the employee's employment relationship has terminated, except as provided in the last sentence of Paragraph 2(b).

4. Benefits.

(a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Column 4 of Schedule A below, and the monthly benefit under this Plan for employees not eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Column 6 of Schedule A below, determined on the basis of the rate of pay (including any differentials regularly paid on the position) as of December 31, 1972, as shown in Column 2 or Column 3, of the last position on which the employee rendered service prior to commencement of the disability:

A. Benefit Schedule

Last Position on Which Service was Rendered Prior to Disability (1)	Rate of Pay as of December 31, 1972		Benefit			
	Hourly (2)	Monthly (3)	Employees Eligible for RUIA Sickness Benefits Per Per Month Day (4) (5)		Employees Not Eligible for RUIA Sickness Benefits Per Per Month Day (6) (7)	
Class 1 - Mechanics or comparable or higher rated positions	\$5.15 or	\$895.00 or above	\$315	\$10.50	\$515	\$17.17
Class 2 - Helpers' or comparable positions, and rated below mechanics'	\$4.20 and less than \$5.15	\$730.00 and less than \$895.00	\$222	\$ 7.40	\$422	\$14.07
Class 3 - Lower rated Positions	Below \$12.37 \$4.20	Below \$730.00			\$171	\$ 5.70 \$371

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*Applies to employees who are eligible for benefits under this Plan who have exhausted their sickness benefits under the Railroad Unemployment Insurance Act. Does not apply during the 5th, 6th and 7th days of a disability when the employee is eligible for benefits under this Plan and under the Act but no benefits may be payable under the Act. (Sickness benefits under the Act commence with the eighth day of sickness in the first registration period, in a benefit year, in which the employee has seven or more days of sickness.)

Note: Weekly rated positions will be classified with reference to Column 3 of Schedule A on the basis of the weekly rate multiplied by $4\frac{1}{3}$.

For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar days basis at $\frac{1}{30}$ of the monthly benefit rate, as shown in Columns 5 and 7 of Schedule A.

(b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness, and the sum of 21.75 times the average daily benefit for the Class under the Act as so amended, as identified below, plus the amounts shown in Column 4 or Schedule A above should exceed the amounts in Column 5 of Schedule B below, the amounts shown in Columns 4 and 5 of Schedule A shall be reduced to the extent that the sum of the amounts shown in Column 4 plus 21.75 times the average daily benefit for the Class under the amended Act, as identified below, will not exceed the amounts shown in Column 5 of Schedule B. "The average daily benefit for the Class under the Act as so amended" for purposes of this Paragraph 4(b) is the benefit

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which would be payable to an employee who had worked full time in his base year and whose rate of pay at the December 31, 1972 wage level was:

- For employees in Class 1--\$5.25
- For employees in Class 2--\$4.50
- For employees in Class 3--\$4.00

B. Limit Schedule

Last Position on Which Service was Rendered Prior to Disability (1)	Rate of Pay as of December 31, 1972		Average Straight Time Monthly Earnings (4)	70% of Average Straight Time Monthly Earnings (5)
	Hourly (2)	Monthly (3)		
Class 1--Mechanics' or comparable or higher rated positions \$647.50	\$5.15	\$8 95.00 or above	or above	\$925.00
Class 2--Helpers' or comparable positions, rated below mechanics' \$546.00	\$4.20	\$730.00 and less than \$5.15	and less than \$895.00	\$780.00
Class 3--Lower rated positions	\$4.20	Below \$730.00	Below \$700.00	\$490.00

5. Offsets.

(a) **Benefits Provided under Laws.** In any case in which an eligible employee who is not eligible for sickness benefits under the Railroad Unemployment Insurance Act receives annuity payments under the Railroad Retirement Act, or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or any other social insurance payments under any law, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of such payments or benefits in a month plus the monthly benefit payable under this Plan will not exceed the amount

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shown in Column 5 of Schedule B in Paragraph 4(b). In keeping with Paragraph 3(j), in any case in which an eligible employee who is eligible for sickness benefits under the Railroad Unemployment Insurance Act does not receive such benefits because of the operation of Section 4(a-1) (ii) of such Act, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of the monthly payments or benefits referred to in such Section 4(a-1) (ii) plus the monthly benefit payable under this Plan will not exceed the amount shown in Column 5 of Schedule B in Paragraph 4(b). In any case of retroactive award of annuity payments or pensions under the Railroad Retirement Act or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or other social insurance payments under any law, the employing railroad, or the insuring agent if one is involved, may recover from the employee the excess of benefits paid under this Plan over the benefits which would have been payable under this paragraph if the retroactively awarded payments, pensions or benefits had been in effect from their retroactive effective date.

(b)Benefits Provided under Other Private Plans. In any case in which an eligible employee is eligible also for benefits under any plan, fund or other arrangement, by whatever name called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group annuity contract, any pension or retirement annuity plan, or any group policy of accident and health insurance (other than an insurance policy insuring this supplemental sick-

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ness benefit plan as referred to in Paragraph 7) providing benefits for loss of time from employment because of disability, his benefit under this Plan shall be reduced to the extent that the sum of the benefit for which he is so eligible in a month, plus 21.75 times the daily sickness benefit payable to him under the Railroad Unemployment Insurance Act, plus the monthly benefit payable to him under this Plan, will not exceed the amount shown in Column 5 of Schedule B in Paragraph 4(b).

(c)**Off-Track Vehicle Accident Benefits.** The benefit payable under this Plan for an employee who has been injured in an off-track vehicle accident covered under Article IV of the Agreements of October 7, 1971, February 11, 1972, May 12, 1972, or April 21, 1969, or similar provisions, will be reduced by the amount of any payment for time lost which such employee may receive under Paragraph (b) (3) of such Article IV or under provisions similar thereto.

6.Liability Cases. In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or in part, any amount recovered for loss of wages from either the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employees may have

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against the employing railroad; the employing railroad, or the insuring agent if one is involved, will be subrogated to any right of recovery for loss of wages the employee may have against any party other than the employing railroad; as a condition to paying any benefits under this Plan the employing railroad, or the insuring agent if one is involved, may require the employee to assign to it any such recovery or right thereto from any party other than the employing railroad to the extent that benefits are payable under this Plan; and on any recovery for loss of wages from any party other than the employing railroad, the employee will reimburse the employing railroad, or the insuring agent if one is involved, from such recovery for any benefits paid under this Plan. For purposes of this Paragraph, a recovery which does not specify the matters covered thereby shall be deemed to include a recovery for loss of wages to the extent of any actual wage loss due to the disability involved.

7. Provision of Benefits.

(a) The National Carriers' Conference Committee and the labor organizations of shop craft and signal employes will jointly select insurance companies which will be invited to submit proposals to insure the Shop Crafts--Signalmen's Supplemental Sickness Benefit Plan written in keeping with the provisions set forth in this Agreement at a monthly premium rate of \$10.25 per covered employee, for the 30-month period from July 1, 1973 through December 31, 1975 for employees of such railroads as elect to participate in such national insurance contract. The insurer which submits the most favorable proposal will be selected as the insurer of the national insurance contract. The National Carriers' Conference Committee in consultation with the labor

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organizations of shop craft and signal employees will then work out the details of the national insurance contract, which will be issued to the participating railroads as policyholder.

(b) Such insurance contract may cover, in addition to employees parties to this Agreement, other railroad shop craft and/or signal employees who are employed by railroads parties to this Agreement or by other railroads, whether or not such employees are represented by the signatory labor organizations, and may cover general chairman or other full-time representatives of shop craft or signal employees, provided that there will be no difference between the benefits, premium rates and payment obligations applicable to or with respect to such employees and general chairmen and the benefits, premium rates and payment obligations applicable to or with respect to employees covered by this Agreement, except that as to such general chairman and full-time representatives the payment obligations will be met by the individuals involved who will make their remittances through the labor organizations involved.

(c) It is agreed, and the insurance contract will provide, that the insurer of the national insurance contract will provide the benefits herein provided for under the conditions herein set forth for the 30-month period from July 1, 1973 through December 31, 1975; that the insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the labor organizations signatory to this Agreement in the same detail and at the same time that it furnishes such data to the policyholder railroads; and that any dividends or retroactive rate refunds will be paid into the fund established pursuant to the next following paragraph.

(d) The National Carriers' Conference Commit-

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tee will establish a fund, to be held by the insurer, to which will be credited any dividends or retroactive rate refunds under the national insurance contract and interest on the amount in the fund. Withdrawals may be made from such fund only to provide supplemental sickness benefits for shop craft and signal employees unless otherwise agreed to.

(e) Insurance under this Plan will become effective July 1, 1973 for qualified employees who will have rendered compensated service or taken vacation with pay, as specified in Paragraph 2(b) above, in June 1973.

(f) The first premium payment of \$10.25 per employee to the insurer of the national insurance contract will be made in relation to covered employees who will have rendered compensated service in July 1973, and will be payable by August 15, 1973. A premium payment will be made for each calendar month thereafter during the effectiveness of the insurance contract in relation to covered employees who will have rendered compensated service in the calendar month involved; each payment will be payable by the 15th of the following calendar month. A grace period of 31 days is to be provided for the payment of every premium after the first.

(g) All employees covered by schedule agreements held by the labor organizations of shop craft and signal employees who render any compensated service in the calendar month involved will be counted in determining the number of covered employees with respect to whom premium payments are made, except that no employee will be counted if he is counted by another railroad in determining the number of its covered employees with respect to whom it is making premium payments.

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(h) The insurance contract will provide that, if the Benefit Schedule should be reduced in accordance with Paragraph 4(b) as the result of an increase in Railroad Unemployment Insurance Act sickness benefits, there will be an appropriate adjustment in premium rates with the new premium rates to be developed in the light of experience under the insurance contract and actuarial estimates of future experiences, making appropriate allowance for cost of administration.

(i) A railroad party to this Agreement may at its option provide the benefits required by this Agreement under the national insurance contract provided for in the foregoing paragraphs, or under a contract of insurance which such railroad may enter into on its own behalf, or as self-insurer. The benefits will be the same however provided. A railroad which becomes a party to the national insurance contract as of July 1, 1973 will continue to be a party thereto through December 31, 1975. The insurer of any railroad which provides the benefits required by this Agreement under a contract of insurance other than the national insurance contract will furnish the organization representatives on the property (with copy to the President, Railway Employees' Department, AFL-CIO) financial data, statistical and actuarial reports, and claim experience information in the same detail and as soon as it furnishes such data to the railroad.

8. Railroad Retirement Board. The National Railway Labor Conference and the labor organizations of shop craft and signal employees will jointly request the Railroad Retirement Board to establish such administrative procedures as may be feasible to facilitate the administration of this Agreement.

9. Evidence of Disability. Benefits under this Plan

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will be paid to eligible employees, by the employing railroad or the insuring agent if one is involved, subject to presentation of satisfactory evidence of disability and of the continuation thereof. The employing railroad or the insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits and information pertinent to the amount of benefits due him and any applicable exclusions, limitations and offsets, and forms on which the physician or surgeon treating him may furnish evidence of the date of commencement, nature, extent, and probable duration of the disability, and may require completion of such forms or statements covering the same matters within 90 days after the commencement of a disability, provided that failure to furnish completed forms or statements within that time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such completed forms or statements within that time and such completed forms or statements are furnished as soon as reasonably possible; the 90 days will be extended as necessary to comply with applicable State law. The employing railroad and the insuring agent may make such investigations as it or they deem necessary, including examination of the person of the employee when, so often as, and to the extent that such examination is necessary to the investigation of an employee's claim. Except as delays may be caused by investigation of individual claims, benefits under this Plan will be paid not less frequently than once every month.

10.Disputes.

(a) **Insured Employees.** A National Supplemental Sickness Benefit Committee, consisting of two rail-

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road members and two organization members signatory to this Agreement, is hereby established. The Committee shall have exclusive jurisdiction over any disputes not settled on the property as to whether an employee is insured within the meaning of Paragraph 2(b). The parties to this Agreement will promptly work out a procedure for the handling of such disputes, including appropriate time limits. Provision will be made for a neutral to act as a member of the Committee in the disposition of any disputes as to which the partisan members are unable to agree.

(b)**Eligible Employees.** Any dispute involving an insured employee's eligibility for benefits within the meaning of Paragraph 2(b), and any other dispute arising under this Agreement or under an insurance contract implementing it requiring determination of the employee's physical condition or the cause or the date of commencement of a disability, will be referred to a panel of physicians, one chosen by the employee or his representative, one chosen by the railroad involved, and one chosen by the insurer if an insurance contract implementing this Agreement is involved. If the panel cannot agree, its members will select another physician whose decision will be final.

(c) **Other Disputes.** Any dispute involving application of Paragraph 3 which does not require determination of the employee's physical condition or the cause or the date of commencement of a disability, and any other disputes which may arise involving the application of this Agreement or of an insurance contract implementing it, will be submitted to the National Supplemental Sickness Benefit Committee established under Subparagraph (a) above, with provision, in cases in which an insurance

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contract implementing this Agreement is involved for enlargement of such Committee to include such representatives not in excess of two as the insurer may designate, and that in such cases if the enlarged Committee cannot agree, and cannot agree on a procedure for disposition of the dispute, it will be submitted to arbitration.

(d) All of the decisions reached in accordance with the foregoing procedures in Subparagraphs (a), (b) and (c) shall be final and binding.

(e) All expenses in connection with the resolution of disputes under this Paragraph 10 shall be borne by the party (railroad, labor organization, insurer or employee) incurring them, provided that fees and expenses of neutrals who may serve under the provisions of Subparagraphs (a), (b) or (c) will be divided equally among the parties involved.

11. Non-Governmental Plan for Sickness Insurance. Effectiveness of the Supplemental Sickness Benefit Plan is conditioned upon a favorable ruling from the Railroad Retirement Board that such Plan qualified as a “non-governmental plan for sickness insurance” under Section 1(j) of the Railroad Unemployment Insurance Act, request for which ruling shall be submitted jointly by the National Railway Labor Conference and the labor organizations of shop craft and signal employees.

12. Sick Leave Rules, and Other Sickness Benefit Plans. Any existing agreements, practices or plans under which railroads parties to this Agreement provide sickness benefits or paid sick leave for employees covered by this Agreement will be terminated effective midnight June 30, 1973, subject to any provisions of such plans for extended benefits for employees who had become disabled prior thereto. In the

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application of this paragraph to agreements or rules providing paid sick leave, employees disabled prior to midnight June 30, 1973 will be granted sick leave on and after July 1, 1973 so long as they continue disabled by the same disability until they have exhausted the sick leave to which they would have been entitled under such rules; no payments under such rules will be due to any employees with respect to unused sick leave.

13. Blanking Jobs and Realigning Forces. Any restrictions against blanking jobs or realigning forces will not be applicable in situations in which an employee whose job is blanked or is covered by a realignment of forces is absent because of disability. On railroads on which prior to July 1, 1973 there were such restrictions, in case an employee is absent because of disability and more than one employee is involved in a realignment of forces to cover such absent employee's work, local officials will promptly inform the local representatives of employees as to the realignment in an endeavor to avoid misunderstandings.

14. Effect of this Agreement. This Supplemental Sickness Benefit Agreement, entered into pursuant to letters of understanding dated October 7, 1971 and February 11, 1972 in connection with agreements of those respective dates, is in full disposition of the matters covered by such letters of understanding. Anything in such letters in conflict with, or not included in, this Agreement is of no effect.

15. Duration. The Supplemental Sickness Benefit Plan established hereby will continue in effect without change until January 1, 1976, and thereafter except as it may be modified or terminated pursuant to the provisions of the Railway Labor Act. No notice to change the Supplemental Sickness Benefit

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Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement may be served by any party to this Agreement prior to July 1, 1975 (not to become effective prior to January 1, 1976). This Paragraph will not bar changes in this Plan by mutual agreement of the National Carriers' Conference Committee and the labor organizations signatory hereto.

SIGNED AT WASHINGTON, D. C., THIS 10th DAY OF MAY, 1973.

(Signatures not reproduced)

