

ACKNOWLEDGEMENT OF RECEIPT

_____, 19____

I hereby acknowledge receipt of a copy of the IBEW Communications & Electrical Department Schedule Agreement Form 12627, effective April 1, 1983, issued by the Burlington Northern Railroad Company:

Name _____

Soc. Sec. No. _____

Occupation _____

Location _____

Signature _____

AGREEMENT

Between

BURLINGTON NORTHERN RAILROAD COMPANY

And its

Communications and Electrical Department

Employees

Represented by

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Effective April 1, 1983

TABLE OF CONTENTS

Rule	Page
Table of Contents	iii
Alphabetical Index by Rule	vi
Scope and Preamble	1
1. Hours of Service.....	1
2. Shifts, Starting Times and Meals Periods.....	6
3. Overtime on Rest Days and Holiday Service	7
4. Overtime Outside Bulletined Hours	7
5. (Reserved for future use).....	8
6. Road Service.....	8
7. Distribution Of Overtime	11
8. Changing Shifts	11
9. Upgrading.....	11
10. Temporary Vacancies	12
11. Filing Vacancies.....	13
12. Exercise of Seniority.....	13
13. Promotions	14
14. Permanent Transfers.....	14
15. Leave of Absence.....	14
16. Absence from Work.....	15
17. Faithful Service.....	15
18. Jury Duty	16
19. (Reserved for future use).....	16
20. Witnesses.....	17
21. Paying Off	17
22. Reduction in Force	18
23. Transportation for Furloughed Employees.....	19
24. Temporary Transfer of Furloughed Employees.....	19
25. Seniority	19
26. Assignment of Work.....	22
27. Bulletining New Positions and Vacancies.....	22
28. Automobiles.....	24
29. Claims or Grievances.....	25
30. Investigations	26
31. Establishing Competency.....	28
32. Committees.....	28
33. Entering Service and Seniority Date	29
34. Outfit Cars.....	29
35. Personal Injuries.....	30
36. Notices	30
37. Free Transportation.....	30
38. Protection of Employees and Conditions of Equipment	30
39. Help to be Furnished.....	32
40. Vacations	32
41. Copies of Agreement.....	33
42. (Reserved for future use).....	33

Rule		Page
43.	Monthly Rates of Pay	34
44.	Assigned Districts.....	34
45.	Bereavement Leave	35

COMMUNICATIONS DEPARTMENT SPECIAL RULES

46.	Scope.....	35
47.	Seniority Rosters	37
48.	Employment Classifications	38
49.	Communications Department Trainees.....	43

SPECIAL RULES, DIVISION, SYSTEM AND CREW ELECTRICIANS

50.	Scope.....	56
51.	Seniority Rosters	60
52.	Lead men.....	61
53.	Differential High-Voltage Lines	61
54.	Apprentices.....	61

SPECIAL RULES--ALLOUEZ ORE DOCKS AND TACONITE FACILITY

55.	Scope.....	70
56.	Seniority Rosters	70

SPECIAL RULES - ST. PAUL GENERAL OFFICE BUILDING

57.	Scope.....	71
58.	Seniority Rosters	71
59.	Employment Classifications	72
60.	Monthly Rates.....	73
61.	Rates of Pay.....	73
62.	Electrician Foremen.....	73
63.	Effective Date and Changes	73

APPENDICES

Appendix

A	Rate Sheet
B-1 & B-2	Standard Bulletin and Assignment Form
C	Vacation Agreement
D	Holiday Pay Agreement
E	Union Shop Agreement
F	Dues Deduction Agreement
G-1	September 25, 1964 National Agreement
G-2	CB&Q December 12, 1969 Agreements
G-3	BN 5/18/70 (c) Letter Agreement
H	Implementing Agreement No. 1

Appendix

I	Physical Examinations Rule
J	Emergency Force Reduction Rule
K	Double Time Rule
L	Incidental Work Rule
M	FCC License Requirement
N	High Voltage Definition
O	Letter Agreement of 1972
P	Frisco Implementing Agreement No. 1
Q	Waste Water Treatment Plants 6-6-80
R	BN-Frisco Rates 12-3-81
S	Leasing Agreement Effective 4-1-83
T	G.N. Radio Memorandum of Agreement 12-9-54
U	G.N. Division of Work Agreement 11-10-53
V	N.P. Rule 20 Agreement 9-30-69; 10-21-69; 9/1/72
W	Microwave Tower Crew Agreement 3-23-71
X	C.B.&Q. Microwave Tower Agreement 5-22-69 and Amendment of 7-8-82
Y	Personal Leave
Z	Daylight Saving Time

ALPHABETICAL INDEX BY RULE

Subject	Rule
Absence from Work.....	16
Accumulation of Rest Days.....	1
Assigned Districts.....	44
Assignment of Work.....	26
Automobiles.....	28
Bereavement Leave	45
Bulletining New Positions and Vacancies.....	27
Changing Shifts	8
Claims or Grievances.....	29
Committees	32
Copies of the Agreement.....	41
Distribution of Overtime	7
Effective Date and Changes	63
Electrician Foreman.....	62
Entering Service and Seniority Date	33
Establishing Competency.....	31
Exercise of Seniority.....	12
Faithful Service	17
Filling Vacancies.....	11
Free Transportation	37
Help to be Furnished.....	39
Hours of Service.....	1
Investigations	30
Jury Duty	18
Leave or Absence	15
Monthly Rates of Pay	43
Notices	36
Outfit Cars	34
Overtime on Rest Day and Holiday Service.....	3
Overtime Outside Bulletined Hours	4

Subject	Rule
Paying Off	21
Permanent Transfers	14
Personal Injuries	35
Promotions	13
Protection of Employees and Condition of Equipment.....	38
Rates of Pay.....	61
Reduction in Force	22
Road Service.....	6
Seniority	25
Shifts	2
Temporary Transfer of Furloughed Employees.....	24
Temporary Vacancies	10
Transportation of Furloughed Employees.....	23
Upgrading.....	9
Vacations	40
Witnesses.....	20

COMMUNICATION DEPARTMENT SPECIAL RULES

Communication Department Trainees.....	49
Employment Classifications	48
Seniority Rosters	47
Scope.....	46

DIVISION SYSTEM AND CREW ELECTRICIANS SPECIAL RULES

Differential High Voltage Lines.....	53
Apprentices.....	54
Lead men.....	52
Seniority Rosters	51
Scope.....	50

ALLOUEZ ORE DOCKS AND TACONITE FACILITY SPECIAL RULES

Seniority Rosters	56
Scope.....	55

ST. PAUL GENERAL OFFICE BUILDING SPECIAL RULES

Subject	Rule
Employment Classifications	59
Monthly Rates.....	60
Seniority Rosters	58
Scope	57

SCOPE

It is understood that this agreement shall apply to those who perform the work specified herein in the Communications Department and the Electrical Engineering Department and all other Departments of this Company wherein work covered by this agreement is performed, except where covered by other agreements on the effective date hereof.

PREAMBLE

The Welfare of the Burlington Northern and its employees is dependent largely upon the service which the railroad renders the public. Improvements in this service and economy in operating and maintenance expenses are promoted by willing cooperation between the railroad management and its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroad are greatly encouraged. The parties to this Agreement recognize the foregoing principles and agree to be governed by them in their relations.

Whenever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and the singular form of words shall be read as the plural where appropriate.

Rule 1. HOURS OF SERVICE

(a) An eight (8) hour period shall, under provisions hereinafter set out, be the regular work day. Forty (40) hours (except in week where a holiday occurs) shall, under provisions hereinafter set out, be the regular work week. Regular work day and work week hours shall be bulletined. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis. The accounting day for all employees will begin with the starting time of the first shift, which shall be the shift starting not earlier than 7:00 A.M. nor later than 8:00 A.M.

(b) Subject to the exceptions contained in this agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each

seven is hereby established. The work week 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 rule is subject to the provisions which follow.

Overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays, or for changing shifts, shall not 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.

Note: The expressions "positions" and "work" refer to service, duties or operations necessary to be performed the specified number of days per week, and not to the work of individual employees.

(c) Five-Day Positions.

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(d) Six-Day Positions.

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.

(e) Seven-Day Positions.

On positions which are filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(f) Regular Relief Assignments.

All possible regular relief assignments with five days of work and two 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 type 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 days of work per week. (The

inclusion of the foregoing sentence shall be without prejudice to the determination of the question 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.

(g) Deviation from Monday-Friday Week.

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 (c) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon, and the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the grievance rule.

(h) Nonconsecutive Rest Days.

The typical work week is to be one with two 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 (d) and (e) and (t), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to paragraph (r) of this rule.
- (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 men may be given nonconsecutive 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 are in disagreement over the necessity of splitting the rest days on any such arrangements the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements and 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 in question and that this could be avoided only by working certain employees in excess of five days per week.

(i) Beginning of Work Week.

The term "work week" for regular assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

(j) Bulletin Rule.

Former assignments reduced to a five-day basis under this agreement shall not be considered new jobs under bulletin rules and employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices or otherwise.

(k) Rest Days of Furloughed Employees.

To the extent 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 employee they will have as their days off the regular days off, of that assignment.

(l) Sunday Work.

Former provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that type of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(m) Work on Unassigned Days.

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 employee who will otherwise not have 40 hours of work that week, in all other cases by the regular employee.

(n) Accumulation of Rest Days.

Rest Days on assignments at individual work locations or of employees assigned to crews may be accumulated by agreement between the Railway Company and the General Chairman.

An employee accumulating rest days may be required to work on one or both of his assigned rest days within the hours of his regular work day assignment for not to exceed ten rest days and when so required to work will be compensated at the straight time rate of the position occupied for work performed on rest days of such position within the hours of the regular work day assignment. When not to exceed ten rest days have been accumulated by the performance of work on assigned rest days at straight time rate, such an employee will be relieved for the number of rest days so accumulated or paid the difference between straight time rate and time and one-half rate for the hours worked on rest days at straight time rate.

The employee relieving an employee who has accumulated rest days may be required to work on the assigned rest days of the position occupied while relieving such employee and when so required to work will be compensated in the manner provided for above.

Rule 2. SHIFTS, STARTING TIMES AND MEAL PERIODS

(a) When one shift is employed, the starting time shall not be earlier than 7:00 A.M. nor later than 8:00 A.M. Established starting time will not be changed unless forty-eight (48) hours' notice is posted in writing in advance of the change.

(b) Where two shifts are employed, the starting time of the first shift shall be governed by paragraph (a) and the second shift shall start not earlier than the close of the first shift or not later than 8:00 P.M. The spread of the second shift to consist of eight (8) consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (a), the second shift not earlier than 3:00 P.M. nor later than 4:00 P.M.; and the third shift not earlier than 11:00 P.M. nor later than 12:00 midnight. Each shift shall consist of eight (8) consecutive hours, including twenty (20) minutes for lunch during the fifth or sixth hour after going on duty with no deduction in pay. This not to be construed as to permitting the lapping of shifts.

(d) Traveling road crews' time will start and end at their outfit cars or trucks or at a designated point at their headquarters when held there.

(e) Divisional Electricians, System Electricians and Maintenance Men's time will start and end at their headquarters, except as provided in Rule 6.

(f) The time established for commencing and quitting work for all men on each shift shall be the same at the respective points.

(g) Except as otherwise provided in this agreement, the established meal period shall not be later than the close of the fifth hour of service. The length of the meal periods shall not be less than 20 minutes and not more than

one (1) hour. Time and length of the meal period shall be arranged locally by mutual agreement.

(h) Employees required to work during or any part of the lunch period, shall receive pay for the length of the lunch period regularly taken 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 where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

Rule 3. OVERTIME ON REST DAY AND HOLIDAY SERVICE

(a) Except as otherwise provided in this agreement, service performed on an employee's assigned rest day and the following legal holidays, namely: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas and New Year's Eve Day shall be paid for at the rate of time and one-half.

(b) In the Dominion of Canada, the following holidays will be observed in lieu of those above enumerated: New Year's Day, Good Friday, Empire Day, Dominion Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, Boxing Day and New Year's Eve Day shall be paid for at the rate of time and one-half.

(c) If any of the foregoing holidays fall on Sunday, the day to be observed by State or Nation by proclamation will be considered the legal holiday and observed accordingly. In other instances the day observed uniformly over the Railroad will govern.

(d) Employees regularly assigned to work on holidays or those called to take the place of such employees will be allowed to complete the balance of the day unless released by their own request. Those who are called will be advised as soon as possible after vacancies become known.

Rule 4. OVERTIME OUTSIDE BULLETINED HOURS

(a) For service rendered immediately following and continuous with the regular work day hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed.

(b) Employees shall not be required to render overtime service continuous with their regular assignment in excess of two (2) hours without allowance of twenty (20) minutes in which to eat without deduction in pay.

Employees shall not be required at any time to work overtime continuously in excess of six hours without being given twenty (20) minutes in which to eat without deduction in pay. Time taken for meals will not terminate the continuous service period and will be paid for up to twenty (20) minutes.

(c) Employees called or required to report for service and reporting but not used, will be paid a minimum of four (4) hours at straight time rates.

(d) Employees called or required to report for service outside of assigned hours 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 perform only such service as called for or other emergency work which may have developed after they were called.

(Exception) - When service requirements make it necessary to assign an employee to commence work regularly each day in advance of the regular work day starting time, the minimum period shall be one (1) hour. Time and one-half shall be paid for this service on the minute basis, with a minimum pay allowance of one (1) hour.

(e) All time worked beyond sixteen (16) hours of service computed from the starting time of the employees' regular shift shall be paid for at rate of double time until relieved. When employees have been relieved and they desire to work their regular work period such period if worked will be paid for at straight time rates.

Rule 5. (Reserved for Future Use)

Rule 6. ROAD SERVICE

(a) Hourly and monthly rated employees who are regularly assigned to road work or who are called for road service away from headquarters will be paid from time called to leave their headquarters, outfit cars or trucks until their return for all service rendered exclusive of meal period in accordance with the practice at headquarters, and

will be paid straight time for straight-time hours and overtime for overtime hours for all time whether working, waiting or traveling. Hourly and monthly rated employees instructed by the Carrier to remain away from their headquarters on rest days and/or call days and not worked, shall receive an allowance of eight (8) hours at the straight-time rate for each day so held. If so held by Carrier away from their headquarters on rest days and/or call days and required to work they shall be paid in accordance with the overtime rules.

An employee who is working away from his crew headquarters point who, at his option, returns to his headquarters point by other than Carrier vehicle during his normal work week rather than staying overnight in a lodging facility will be paid at the mileage rate established for all employees by the Carrier for the number of round-trip miles between the work location and headquarters point up to a maximum of 120 miles per day. Such employee will not be entitled to evening meal allowance on the day he leaves or breakfast meal allowance on the day he returns or lodging allowance for the night away from the work location.

An employee who is working away from his crew headquarters point who, at his option, returns to his headquarters point by other than Carrier vehicle at the end of his work week will be paid at the mileage rate established for all employees by the Carrier for the number of round-trip miles between the work location and headquarters point up to a maximum of 300 miles. Such employee will not be entitled to evening meal allowance on the day he leaves, meal allowance for the days off duty or breakfast meal allowance on the day he returns or lodging allowances for the three nights away from the work location. If, however, the employee returns on the evening prior to the start of his work week he will be allowed lodging expense for that day and breakfast meal allowance for the next day.

(b) If during the time on the road a man is relieved from duty where sleeping facilities are available and permitted to go to bed for five (5) or more hours, such relief periods 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 employee from making his regular daily hours at home station. Where meals and lodging are not provided by railroad, actual necessary expenses will be allowed. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

(c) If required to leave home station during overtime hours, hourly rated employees will be allowed one (1) hour preparatory time at straight-time rates.

(d) Construction employees traveling in camp or outfit cars by direction of the Management will be allowed actual time for traveling or waiting during the regular working hours. When construction employees are required to travel in camp or outfit cars, or when such employees not in camp or outfit cars are required to travel, on rest days and holidays, time and one-half, in accordance with the provisions of this rule instead of pro rata time will be allowed. When traveling in camp or outfit cars between the end of the regular hours of one day and the beginning of the regular hours of the following day, the only time allowed will be for time between 10:00 P.M. and 6:00 A.M. and at half-time rate.

(e) If an employee is required by Management to travel from one point to another for more than four (4) hours between the hours of 10:00 P.M. and 6 00 A.M., and no Pullman facilities are available he will be paid at straight time rates for all such time traveling.

(f) When construction crews in service are moved from one point to another involving more than one day's travel, employees not required to care for the outfit will, upon request, be permitted to travel to destination by passenger train or other method and will be allowed the same compensation during the move as if they had remained in the outfit.

(g) When camp or outfit cars are moved on holidays or rest days, employees making weekend trips will be allowed only the amount of time at overtime rate necessary for a passenger train to cover the distance between the points the camp or outfit cars are moved, it being understood that in the event train is delayed overtime rate will not apply after starting time of regular shift after which straight time rate will apply continuously whether traveling or working to end of assigned hours.

(h) Crews shall not be disbanded and reorganized, nor positions abolished and re-bulletined for the purpose of avoiding overtime and travel pay under this rule. If regularly assigned positions are abolished and reestablished within 90 days, the former incumbents shall have the option of returning to such assignments, and all employees displaced will be allowed to move back to their former assignments.

(i) Camp or outfit cars when set out at terminals will not be switched between the hours of 10:00 P.M. and 7:00 A.M., except in cases of necessity and every effort will be made in setting out such cars to place them on tracks where they need not be disturbed. Unnecessary switching of outfits between these hours or cases of rough handling may be handled as grievances.

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

(k) Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from headquarters, employees will be paid actual necessary expense.

Rule 7. DISTRIBUTION OF OVERTIME

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

Records will be kept of overtime and men called with the purpose in view of distributing the overtime equally.

Rule 8. CHANGING SHIFTS

Employees changed from one shift to another by direction of management 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.

Rule 9. UPGRADING

(a) Apprentices in training who express in writing either by letter or by timely bid (which must be copied to the General Chairman in either case), their desire to be upgraded and who then become upgraded and receive an upgraded seniority date will remain fully subject to the apprentice training agreement, in particular Rule 49(f) or 54(f), as applicable, and must continue with and successfully complete all required apprentice lessons and classroom work. This paragraph applies to employees electing either option 1 or 2 of paragraph (b) below. It is understood that apprentices have seniority among themselves and that the upgrade will be awarded to the senior applicant for the position.

(b) The apprentice receiving an upgrade will, within 15 days of receiving the assignment, advise the Chief Engineer Communications and Signals in writing, with copy to the General Chairman, of his choice or one of the two following options:

1. Assume a permanent journeyman seniority date after qualifying under the provisions of Rule 27 and forego the count-back at the completion of training specified by paragraph (q) of Rule 49 or paragraph (1) of Rule 54;
2. Assume an upgrade seniority date after qualifying under the provisions of Rule 27; and, upon completion of all aspects of the training, receive the full count-back specified by the governing rule.

An upgraded apprentice failing to make the required choice within time limits specified herein will be considered to have elected option 2.

Rule 10. TEMPORARY VACANCIES

(a) Hourly or monthly rated 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 under the provisions of Rule 6.

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

(e) On the return trip to the home point, straight time for waiting or traveling will be allowed up to time of arrival at home point and tools returned to designated place.

(d) An employe performing relief duty at a point other than his residence will be allowed actual necessary expenses and compensation as applied to the position which he is relieving, except as appears in Rules 11, 40 and 43.

Rule 11. FILLING VACANCIES

(a) When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate, but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed, except as provided in paragraph (c) of this rule.

(b) When an employee is used on work paying a higher rate of pay for four (4) hours or less in any one day, he will be paid the higher rate on the minute basis with a minimum of one hour; for more than four (4) hours in any one day, the higher rate will apply for that day.

(c) Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate, straight time hours, and overtime for overtime hours--if greater than foreman's rate; if it is not, he will get the foreman's rate. Said position shall be allowed by mechanics of the respective craft in their departments.

Rule 12. EXERCISE OF SENIORITY

(a) The exercise of seniority to displace junior employees, which practice is usually termed "rolling or bumping," will be permitted only when existing assignments are canceled or when headquarters points of existing assignments are changed, in which case the employee affected may, within ten days, displace any junior employee in the same or lower classification wherein he holds seniority.

(b) An employee losing a position through no fault of his own will exercise seniority on a position held by any junior employee in the same or lower classification wherein he holds seniority. The junior employee thus displaced will be privileged to exercise seniority to a position held by any junior employee in the same or lower classification wherein he holds seniority.

(c) An employee losing a temporary position through no fault of his own may return to his regular assignment or he may displace any junior employee holding a temporary position.

(d) When headquarters of a position are changed, the regularly assigned employee on such position will retain his rights to such position if desired, or may, at his option,

elect to give up such assignment and exercise his seniority in the same manner as if position were abolished.

Rule 13. PROMOTIONS

Mechanics in service will be given preference for promotion to appointive supervisory positions relating to their respective craft.

Rule 14. PERMANENT TRANSFERS

An employee voluntarily leaving his assigned position will not be permitted to return to the position which he has vacated except upon a subsequent vacancy, or unless there are no other applicants for the position. In the event that there are no applicants for the position (including the former incumbent) the junior unassigned man in the class in which the vacancy occurs will be assigned.

Rule 15. LEAVE OF ABSENCE

(a) Except for physical disability, leave of absence in excess of ninety (90) days in any twelve (12) month period shall not be granted unless by agreement between the Management and the duly accredited representatives of the employees.

(b) The arbitrary refusal of a reasonable amount of leave of absence to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employees, is an improper practice and may be handled as unjust treatment under these rules.

(c) An employee who fails to report for duty at the expiration of leave of absence shall be considered out of the service, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

(d) In cases of illness of employees, their names will be continued on the seniority roster. If there is any doubt about illness being bona fide, either on the part of the Management or Employees, the employee will be required to furnish doctors' certificates to the satisfaction of both Employees and Management.

(e) Employees may return to work prior to expiration of leave of absence provided sufficient notice is given to permit notifying relief employee not less than 24 hours prior to completion of last service he is to perform.

(f) Employees accepting other compensated employment while on leave of absence without first obtaining permission from the officer in charge and approved by the General Chairman shall be considered out of the service, and their names shall be removed from seniority roster.

(g) Employees on leave of absence shall have the right to bid on any position bulletined during such leave but bids must be received by the proper officer within the time limit of the bulletin period.

(h) An employee who obtains permission to transfer to another craft, whether or not covered by this Agreement, which requires him to give up his seniority in his present craft, shall be considered on leave of absence for the time necessary to complete the probationary period or training program required to qualify for seniority in that craft, after which both the leave of absence and seniority in his former craft under this Agreement shall automatically terminate. The transferring employee may return to and exercise seniority in the craft from which he transferred, only upon his involuntary failure to qualify for seniority status in the craft to which he transferred. This paragraph is not intended to apply to promotions under Rule 25(e).

Rule 16. ABSENCE FROM WORK

In case an employee is unavoidably kept from work he will not be discriminated against. An employee detained from work on account of sickness or for other good cause shall notify his immediate supervisor as early as possible.

Rule 17. FAITHFUL SERVICE

(a) Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage will be given preference of such light work in their line as they are able to handle.

(b) An employee who has become physically unable to continue to perform the work of the position occupied by him may, by agreement between the Railway Company and the

General Chairman, be given preference to such available work as he is able to handle at the rate of the position to be filled.

Rule 18. JURY DUTY

When a regularly assigned employee 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 requirement and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provide in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty: (a) ends within four hours of the start of his assignment; or (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of kilo assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

Rule 19. (Reserved for Future Use)

Rule 20. WITNESSES

(a) Employees taken away from their regular assigned duties, on instructions of the Company, to attend court, inquest or to appear as witnesses for the Company at any investigation or hearing shall be furnished transportation and shall be allowed compensation equal to what would have been earned had such interruption not taken place.

This paragraph only of this rule shall, in cases of disciplinary investigations, also include the duly authorized representative of the employee being investigated and “necessary” witnesses whose presence have been arranged for with their supervisor.

(b) Employees who work their assignments for the day and are instructed by the Company to attend court, inquest, investigation or hearing as witnesses for the Company, outside of their regular assigned hours, shall be compensated at the straight time rate for actual time in attendance; computed from the time specified to report until released, with a minimum allowance of two hours, except that, if such attendance is required within one hour of the employee's regular starting time or within one hour of the time released from duty, such employee shall be compensated as if on continuous time at the straight time rate. The maximum allowance on any day under the provisions of this section shall be eight hours at the straight time rate of pay in addition to compensation for service performed on his assignment.

(c) Employees on vacation, leave of absence, or rest days shall be allowed eight hours' pay at the straight time rate of the position last previously worked for each day used under this section.

(d) Employees shall be reimbursed for any necessary actual expenses while away from the place of employment under the provisions of this section. Any fee or mileage accruing shall be assigned to the Company.

Rule 21. PAYING OFF

Employees will be paid during the regular working hours of the first shift, semi-monthly, except where existing State laws provide a more desirable paying-off condition. Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage, if requested. Employees leaving the service

of the Company will be furnished with a time voucher covering all time due within two working days after request is made or earlier when possible. When time or expenses claimed by an employee is not allowed, he will be promptly notified in writing as to correction and reason therefor.

Rule 22. REDUCTION IN FORCE

(a) When it becomes necessary to reduce expenses, the force will be reduced, seniority as per Rules 12 and 25 to govern, the employees affected to take the rate of the job to which their seniority entitles them. Employees exercising seniority under this rule, will receive a day's time for each day of traveling, at the rate of pay for the position they are leaving, actual necessary expenses en route, automobile mileage established at the Carrier's current rate, and free rail or other transportation as authorized for dependent members of their families and household goods. The Carrier shall determine the manner in which household goods shall be moved, except that it shall not be by freight car. They will receive the rate of pay for the new position from the time they actually start work thereon.

(b) Not less than five (5) working days' notice will be given before forces are reduced or positions abolished. (See emergency provisions.)

(c) Employees laid off in reduction of force must keep their designated officer advised in writing, with copy to the General Chairman, of the address at which they may be called back. In restoration of forces, furloughed employees will be called back in the order of their seniority, and if they return to service within fifteen (15) days, they will retain their seniority. Furloughed employees failing to return to service within fifteen (15) days of notice given to them at their last address will forfeit all seniority and their names shall be removed from all seniority rosters, unless prevented by sickness or disability, in which case they must request leave of absence as per Rule 15 within fifteen (15) days of such notice.

(d) Employees restored to service will not be laid off again without the same amount of advance notice as provided in Section (b) of this rule.

(e) In reduction or restoration of force, list of employees laid off or called back will be furnished General Chairman.

Rule 23. TRANSPORTATION FOR FURLOUGHED EMPLOYEES

Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished with transportation to any point desired on the System.

Rule 24. TEMPORARY TRANSFER OF FURLOUGHED EMPLOYEES

While forces are reduced, if men are needed in other departments covered by this agreement, furloughed men, if qualified, will be given preference in filling such positions in accordance with their seniority with the privilege of returning to their original department when forces are increased. Such transfer to be made without expense to the Company.

Rule 25. SENIORITY

(a) Employees covered by this agreement, unless otherwise provided, will have System Seniority and the seniority rosters will be subdivided as provided for in the special rules of each department covered by this agreement.

(b) Seniority rosters will be posted, and a copy furnished Local and General Chairman, in January of each year.

(c) Seniority lists of the previous year are not subject to change. Additions to the previous year's roster are for 60 days subject to correction, after which no protests will be given consideration except for typographical errors.

(d) Employees advanced from one occupation to another will retain and continue to accumulate seniority in the class from which advanced.

(e) Employees promoted to official or supervisory positions of the railroad or their organization will retain their seniority right. When returned to a schedule position such employee may, within thirty (30) days of date of leaving the official position, exercise his seniority by displacing any one of the three (3) youngest assigned employees in the class to which he returns and in which he holds seniority rights, except that an employee returning from a full time position with his organization may displace any junior employee under this paragraph. In case he fails to exercise his seniority within the thirty (30) day period, he will revert to the extra list. Employees so displaced

may exercise their seniority in a similar manner (See exception paragraph (h)).

(f) If any trainee, regular apprentice, helper apprentice, or upgraded helper is injured while on duty and such injury cause this employee to lose time from his position as a trainee, apprentice (regular or helper) or an upgraded helper, which loss of time would delay the competition of his time relative to qualifying as a mechanic and establishing seniority as such, the so affected employee, upon his return to active service with carrier and the completion of the necessary time to be granted a seniority date as a mechanic, shall be entitled to a retroactive seniority date as a mechanic as of the date he would have acquired had he not lost time account of being injured while on duty. The same provision shall apply to trainees, apprentices (regular or helper) who lose time account active military service, National Guard service, or training or Reserve active duty training.

(g) Present employees bidding or applying for a journeyman position in a class in which they do not hold seniority rights or have not satisfactorily completed an apprentice training program under prevailing agreements, must successfully pass an entrance examination mutually agreed to by the Carrier and the General Chairman before they are assigned the position. Such employees bidding or applying for a position which by law requires a license, must possess the license before the examination may be taken. Prospective new employees must also have license required by law and successfully pass an entrance examination applicable to the position they are seeking.

The minimum passing grade of these entrance examinations shall be 70% and the applicants passing an examination and receiving an assignment will then be further required to participate in and successfully complete all portions of the applicable training program; however, those applicants who have received a grade of 87% or higher on the entrance examination will not be required to participate in the correspondence portion of the training.

The employees subject herein shall establish seniority in accord with the provisions of Rule 27 (except upgraded apprentices electing option 2 of Rule 9), and will not be subject to entry rates.

It is understood that applicants for a journeyman's position who, within the probationary period of Rule 27, present documented evidence of having served a four-year

apprenticeship in the class for which they are applying or who present valid IBEW journeyman's credentials for the class, will, at their option, be exempted from the classroom portion of the apprenticeship training.

(h) Any employee who was promoted to an official supervisory, or excepted position prior to January 26, 1981 may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as he pays the currently applicable membership dues to the organization. If such an employee elects not to pay dues to retain his seniority and thirty (30) days written notice thereof is given to the Vice President of Labor Relations by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, that employee shall cease to accumulate seniority in the craft or class represented by the organization party to this Agreement and on each subsequent annual issuance of the seniority roster, the employee's seniority date will move forward one (1) full year.

Any employee who is promoted to an official, supervisory or excepted position subsequent to January 26, 1981 may elect to retain and accumulate seniority within the craft or class represented by the organization party to this Agreement so long as he pays the currently applicable membership dues to the organization. If such an employee elects not to pay dues to retain his seniority and thirty (30) days written notice thereof is given to the Vice President of Labor Relations by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, that employee's seniority in the craft or class represented by the organization party to this Agreement shall be terminated and his name will be dropped from the seniority roster.

In the event an employee who has exercised the option to pay dues and is not delinquent in his dues payments is subsequently relieved from such position by the carrier (other than through dismissal for cause), he shall be entitled to displace an employee as per Rule 25(e). In the event such an employee voluntarily demotes himself from his promoted position, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy.

Rule 26. ASSIGNMENT OF WORK

(a) None but mechanics regularly employed as such shall do mechanics' work as per special rules of each department.

(b) This rule does not prohibit foremen in the exercise of their duties to perform work.

(c) Men operating tractors or hole digging machines and drivers of trucks must be qualified lineman or electricians and will be paid the appropriate rate. The boring mechanism of hole digging machines may be operated by employees of any classification covered by this agreement.

(d) In compliance with the special rules included in this agreement, none but mechanics shall operate oxyacetylene, thermit or electric welders. Employees assigned to perform the above work shall receive a differential of six cents per hour over mechanic's basic rate. When an employee not regularly assigned to perform welding work does perform same for one hour or more he will be paid for the time so engaged with a minimum of one hour.

Rule 27. BULLETINING NEW POSITIONS AND VACANCIES

(a) All new positions and known vacancies of thirty (30) days or more will be bulletined to employees in their respective classes by mail (except in case of construction crews where bulletins will be posted on bulletin boards in outfits), with copy to the General Chairman, and appointment of the senior applicant will be made fifteen (15) days after date of posting of said bulletin. No bids will be considered unless a wire bid addressed to the Carrier officer who issued the bulletin is received in his office in St.. Paul by 5:00 P.M. on the closing date of the bulletin. In addition to the wire bid, a written bid addressed to the Carrier officer who issued the bulletin and signed by the applicant must follow, with a copy to the General Chairman, and must be postmarked prior to midnight on the closing date of said bulletin.

(b) Bulletins will be addressed to members of the class in which the vacancy exists, as well as to employees in all lower classes and, in the event no bid is received from an employee in the class in which the vacancy occurs, the senior qualified employee in the next lower class bidding for same will be assigned and will establish a date if such higher class as of the date he first performs service

therein provided be works on the positions at least sixty (60) calendar days. The 60-day requirement may be waived by mutual agreement in case of individuals unusually qualified due to training and experience. If after a fair trial, an employee fails to qualify in a higher class, he may return to the lower class from which he came but may displace only the junior employee holding a regular assignment in such lower class, if his junior, and he will not establish seniority in the higher class.

(c) Temporary vacancies are those which are known to be of less than thirty (30) days and those occasioned by duly authorized leaves of absence. Temporary vacancies of less than 30 days shall not be bulletined but will be filled by employees holding rights but unassigned in class where vacancy occurs in accordance with their seniority, except the vacancies of five (5) days or less will be considered emergencies and may be filled by nearest unassigned men in the class in which the vacancy occurs and who shall receive actual necessary expense while filling such vacancy. Vacancies resulting from leaves of absence for more than thirty (30) days will be bulletined as temporary and those filling such positions during the absence of the regular incumbent will return to their regular positions upon the completion of such temporary vacancy.

(d) Employees transferred to bulletined positions, or exercising seniority under this rule, will receive a day's time for each day of traveling, at the rate of pay for the position they are leaving, actual necessary expenses en route, automobile mileage from their old work location to their new work location at the current rate established by the Carrier, and free rail or other transportation as authorized for dependent members of their families and household goods. The Carrier shall determine the manner in which household goods shall be moved, except that it shall not be by freight car. They will receive the rate of pay for the new position from the time they actually start work thereon. The foregoing is limited to two (2) voluntary transfers per calendar year.

(e) If there are no qualified bidders on any new position or vacancy, the Carrier may assign the junior qualified employee who holds seniority in the class of the position in question and who is unassigned in that class. In the absence of any qualified employee for a position created for the purpose of a major communications installation, employees from the communications shop may be used on a temporary basis for the installation work and the regularly assigned maintainer on the district need not be assigned to the

installation work. Communication shop employees used for such installation work will continue in their shop classifications and will be allowed actual necessary expenses when away from their assigned communications shop headquarters as provided in Rule 6; but will not be covered by Rule 44, Assigned Districts.

(f) Except by actual agreement between the Carrier and the Organization electrician wire men apprentices or electrician wire men helpers bidding on a mechanic's position under the provisions of this Rule 27, shall not be required or allowed to work alone on energized wires or equipment carrying voltages in excess of 120 volts, however, he may work on de-energized lines or equipment of any kind. (The term "alone", for example is intended to mean that an employee working on a pole with a mechanic on another pole is considered "alone".) An employee who has not been approved as provided above may be considered unqualified for any electrician mechanic positions on bulletin. An electrician wire men apprentice or helper bidding to a mechanic's positions under the provisions of this Rule 27, shall not acquire a mechanic's seniority date until he has completed time equivalent to what is normally required under Rule 54.

(g) An employee awarded a bulletined position or a vacancy pursuant to this rule will be transferred to such position or vacancy within twenty (20) calendar days after being awarded such position or vacancy. If not placed on the new assignment within twenty (20) calendar days from the date of award, the successful applicant will be entitled to the rate of the position worked or the rate of the new assignment, whichever is the greater, plus \$6.00 for each day worked.

Rule 28. AUTOMOBILES

Employees authorized to use their automobiles in connection with their work will be allowed the standard mileage rate authorized by the Railway Company for actual mileage made in the performance of service for the Railway Company. Employees will not be required to use their private automobiles to perform service for the Carrier.

Rule 29. CLAIMS OR GRIEVANCES

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within sixty (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 sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee 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.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (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 employees 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, extend the sixty (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 requirement outlined in paragraphs (a) and (b), pertaining to appeal by the employee 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 nine (9) months from the date of said officer's decision proceedings are instituted by the employee 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 nine (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 right 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 sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee 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, party hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of their claims or grievances provided such action is instituted within nine (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.

Rule 30. INVESTIGATIONS

(a) An employee in service more than sixty (60) days will not be disciplined or dismissed until after a fair and impartial investigation has been held. Such investigation shall be set promptly to be held not later than twenty (20) days from the date of the occurrence, except that personal conduct cases will be subject to the twenty (20) day limit from the date information is obtained by an officer of the Carrier and except as provided in (b) hereof. Personal conduct cases have reference to violation of rules involving an individual's conduct such as dishonesty, immorality or vicious action. The date for holding an investigation may be postponed if mutually agreed to by the Carrier and the employee or his duly authorized representative, or upon reasonable notice for good and sufficient cause shown by either the Carrier or the employee.

(b) In the case of an employee who may be held out of service in cases involving serious infraction of rules pending investigation, the investigation shall be held within ten (10) days after date withheld from service. He

will be notified in writing at the time held out of service of the precise reason therefor.

(c) At least five (5) days' advance written notice of the investigation shall be given the employee and the General Chairman, in order that the employee may arrange for representation by a duly authorized representative and for the presence of necessary witnesses he may desire. The notice must specify the precise charge for which investigation is being held. The Carrier shall produce at the investigation all necessary employee witnesses who have direct personal knowledge of the matter under investigation. If the General Chairman or a member of his office desires to represent an employee at an investigation, it will be permissible for a local committeeman to also attend as a representative. Unless conditions or circumstances warrant other arrangements, efforts will be made to hold the investigation at the city where the employee is head quartered.

(d) A decision shall be rendered within twenty (20) days following the investigation, and written notice of discipline will be given the employee, with copy to local organization's representative.

(e) The employee and the duly authorized representative shall be furnished a copy of the transcript of investigation, within twenty (20) days. The employee or his representative will not be denied the right to take a stenographic or tape recording of the investigation.

(f) The investigation provided for herein may be waived by the employee in writing, in the presence of a duly authorized representative. If the designated Carrier Officer agrees to grant the request, the employee will be advised of the discipline to be assessed prior to being required to sign the request for waiver of formal investigation form.

1. The investigation will not be waived unless the form is signed by the employee under investigation, his duly authorized representative, and the designated Carrier Officer.
2. This procedure is entirely voluntary on the part of the employee under charge.
3. If waiver is not granted, the request shall not be referred to nor cited by either party during subsequent handling.

4. If signed, a copy of the executed form will be furnished the employee under charge and his duly authorized representative.
5. The discipline agreed to and assessed in connection with this provision is not subject to appeal by the employee or his duly authorized representative.

(g) If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from the record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him, resulting from such discipline or suspension, less any amount earned during such period the disciplinary action was in effect.

(h) The provisions of Rule 29 shall be applicable to the filing of claims and to appeals in discipline cases.

(i) If investigation is not held or decision rendered within the time limits herein specified or as extended by agreed to postponement, the charges against the employee shall be considered as having been dismissed.

Rule 31. ESTABLISHING COMPETENCY

An employee who has been in the service of the railroad sixty (60) days shall not be dismissed for incompetency; neither shall an employee be discharged for any cause without first being given an investigation.

Employees whose applications have been approved and who have been in service sixty (60) days or longer will upon request, if they leave the service of the Company, be furnished with a service letter showing length of service, capacity in which employed and cause of leaving.

Rule 32. COMMITTEES

(a) The Carrier recognizes the right of the duly accredited employee representatives, after notifying local management and making arrangements, to come onto Carrier property for a reasonable period of time to investigate complaints or grievances or to confer with Local Chairmen provided that in doing so they will not interfere with the performance of other employees' work.

(b) The Company will not discriminate against any committeemen who from time to time, are delegated to represent other employees, and will grant them leave of absence and such free rail transportation as is consistent with the regulations of the Carrier and those of Amtrak when delegated to represent other employees.

Rule 33. ENTERING SERVICE AND SENIORITY DATE

Applicants for employment shall be required to fill out the Company's standard form of application and to pass required physical and visual examination. If application is not disapproved within sixty (60) days of commencement of service, employee's name will be placed on the seniority roster or regular employees with a seniority date as of the first day of service, and employee will not thereafter be subject to dismissal except for cause, as provided by Rule 30.

Rule 34. OUTFIT CARS

(a) Outfit cars will consist of bunk, recreation, toilet and supply facilities.

(b) When meals are not furnished by the Carrier to employees in outfit cars, actual necessary expenses will be allowed each employee to purchase his meal away from headquarters.

(c) A crew lineman or apprentice in each outfit will be assigned to service the outfit and keep it in a sanitary condition and will be allowed one overtime call per week for such service which will be outside his normal bulletined hours.

(d) Beds or bunks, blankets, sheets, pillows, pillow cases and mattresses will be furnished without charge and laundered when needed, by the Company.

(e) Electric lights will be installed and maintained as part of the camp equipment.

(f) Good drinking water and ice will be furnished, sanitary drinking fountains or drinking cups will be furnished. Floors, lockers, toilets, wash and recreation rooms will be kept in good repair and in a clean, dry and sanitary condition.

(g) Cooks and necessary cooking and eating equipment, when furnished, will be furnished by the Management.

Rule 35. PERSONAL INJURIES

Employees injured while at work will be required to make a written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. A copy of such report will be retained by the employee. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case. All claims for personal injuries must be handled with the Personal Injury Claim Department.

Rule 36. NOTICES

A place will be provided where proper notices of interest to employees may be posted by the duly authorized committee.

Rule 37. FREE TRANSPORTATION

Employees covered by this agreement and those depending upon them for support will be given the same consideration in issuing free transportation as is granted other employees in the service. Transportation will be furnished crew men if it is possible for them to go home for their rest days.

Rule 38. PROTECTION OF EMPLOYEES AND CONDITION OF EQUIPMENT

(a) The Management, with the cooperation of the employees, will keep outfit cars in a clean and sanitary condition and all machinery and tools in a safe working condition.

(b) At shops and in outfits, cold drinking water will be furnished, together with sanitary drinking fountains or drinking cups. The Management, with the cooperation of the employees, will keep the floors, lockers, toilets, wash and recreation rooms of boarding and all other outfit cars in a clean, dry and sanitary condition.

(c) When an employee is required to work on a ladder which is placed on a slippery floor, or a passage where other employees travel or where material is transported the ladder will be guarded by an available employee upon request of the employee who is using the ladder.

(d) All employees engaged in handling high voltage shall be furnished all necessary high-tension equipment which shall be tested before using.

(e) No employee will be required or permitted to work alone on high voltage.

(f) No signs will be permitted on poles when such signs could cause injury to an employee while working on such pole.

(g) Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

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

(i) No employee will be required to work under a locomotive or car without being properly protected.

(j) Employees will not be required to ride in open trucks in cold or wet weather.

(k) Motor cars will be provided with serviceable headlights, cushions, tops and windshields suitable to the needs and protection of the employees.

(l) All engines will be placed under smoke-jacks in roundhouses when being fired up.

(m) It is in the interest of safety and in compliance with the rules, for electricians, other than work normally assigned to communications electricians, to install and service electrical circuits including the keeping of extension lines in safe condition, power and lighting plants, and the proper application of fuses and circuit breakers, and all other work generally recognized as electricians' work in boarding cars, outfit cars, univans and buildings.

(n) The Company will furnish tool belts, safety straps, climbers and such special tools and instruments as may be required but employees will be expected to furnish other small tools ordinarily used by their craft.

(o) The Carrier will provide the necessary protective devices used in connection with line work suitable for the safety of employees.

Rule 39. HELP TO BE FURNISHED

(a) Mechanics will be furnished sufficient competent help. When experienced helpers are available they will be used in preference to inexperienced men.

(b) The use of employees not covered by this agreement to assist mechanics and helpers covered by this agreement shall be restricted to the greatest extent possible conducive with the avoidance of undue delay in progressing small jobs.

(c) Sufficient ground men or helpers will be furnished to handle such work as required. When experienced ground men are available, they will be used in preference to inexperienced men.

Rule 40. VACATIONS

(a) The National Vacation Agreement of December 17, 1941, as amended, will govern the vacation rights of the employees covered by this Agreement.

(b) Employees assigned to communication crews when used to relieve monthly rated employee in the Communications Department for vacation purposes will be allowed actual necessary expenses while at the headquarters of the employee relieved, less the amount they would have paid for board and lodging on such days had they remained in the crew.

(c) Shortly before or after the first of the year, the designated local craft representatives and the designated local carrier officer shall meet and prepare a vacation schedule as provided by the National Vacation Agreement. Employees who have failed to indicate their preference by the time the schedule is being prepared will have vacation dates assigned.

(d) Individual employees who wish to change their scheduled vacation will submit such requests in writing through their local representative to the local carrier officer. The employee shall be notified as to whether his request has or has not been granted.

(e) Regular relief positions established for vacation relief or other relief purposes shall have one single bulletined headquarters regardless of where the employee works and employees assigned to such positions will be allowed actual necessary expenses outside such headquarters. When there is no relief work to be performed the employee shall work in the shop on his assigned district, or elsewhere on his assigned district.

(f) Any employee who is eligible for more than one (1) week of vacation may elect at the time vacations are scheduled to split one (1) week of his vacation on a one (1) day at a time basis. (Employees who are scheduled to take group vacations may split only vacation time which exceeds the length of the group vacation.) Sufficient time which would otherwise have been scheduled for regular vacation periods shall be set aside throughout the year at each facility to take care of the one day at a time vacations. To insure distribution of vacations consistent with the vacation schedule, at least one day of each participating employee's vacation must be taken each two months, unless otherwise agreed by the local management and local committee.

Such vacations must be lined up with the employee's supervisor one (1) week in advance and scheduled consistent with the requirements of service. (However, consideration will be given to approved absences for emergencies and other compelling circumstances.) Carrier shall have the right to defer such one day vacations for emergencies and other compelling circumstances. Employees who take short vacations in accordance with this procedure will be paid for such days in accordance with Article 7 of the vacation agreement.

(g) This understanding does not supplement, amend or modify the National Vacation Agreement in any respect.

Rule 41. COPIES OF AGREEMENTS

Employees covered by this agreement shall each be furnished at time of employment with a copy of this agreement by the Company, which shall be printed in loose-leaf booklets. Copies of all amendments and supplements thereto will be furnished to all employees with more than one year's service by the Company.

Rule 42. (Reserved for Future Use)

Rule 43. MONTHLY RATES OF PAY

(a) The monthly rates of pay specified herein are based on 213 hours per calendar month. Such employees are subject to call for emergency service before and after the usual hours of the working day on the five (5) full working days of the week, on holidays (other than a holiday which may fall on his assigned rest day) and on the designated subject to call day. If such monthly rated employees perform service outside of their regular assigned eight (8) hour working days of the five (5) full working days of the work week, subject-to-call days and rest days, or holidays, they will be paid at the overtime rate in accordance with Rules 3, 4 and 6 of this Agreement.

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

Rule 44. ASSIGNED DISTRICTS

(a) Each employee and crew in the Communications Department and Electrical Engineering Department (except electrical construction crews) shall be assigned to a specified district with a specified headquarters, and the assigned districts for employees of the same classification shall not overlap. However, this shall not be construed to prevent the assignment of more than one employee of the same job classification to the same district whether or not they are on the same or different shifts; nor shall traveling electrical crews working in the same territory as maintenance electricians or communications crews working in the same territory as communications maintenance employees be considered an overlap of districts. Headquarters and/or districts once established will not be changed until the affected employee is given a 30-day advance notice of such change by certified mail with a copy to the General Chairman.

(b) Except by mutual agreement between the Carrier and the General Chairman, an employee assigned to a specific district shall not be required to perform service off such district in excess of five (5) days in any calendar month, except in case of emergency, and if held off their district in excess of five (5) days will be paid at the rate of time and one-half for all work performed on the days in excess of five (5) so held. An emergency for Communications Department employees is a condition such as fire, flood, fallen trees, or other situations causing or directly threatening interruption of necessary communication facilities. An emergency for monthly rated Engineering Department employees is a condition such as fire, flood, fallen trees, or other situation causing or directly threatening interruption of necessary electrical service.

(c) Should an employee assigned to a specific district be required on his standby day to perform service on a district other than his own, such service should not be considered as part of the five (5) days specified in paragraph (b) of this rule.

(d) On major installations which are too large for the regularly assigned communication crews on a district to handle within the required time, or where there were new positions or vacancies bulletined on the district within the previous 60 days which were not filled due to the absence of qualified bidders, one or more additional crews may be assigned to assist in the work for a period of up to sixty (60) calendar days in any one year. A crew so assigned under this paragraph will not be considered as being held off their assigned district under paragraphs (a) and (b) of this rule.

Rule 45. BEREAVEMENT LEAVE

In the event of death of a spouse, child, stepchild, parent, stepparent, parent-in-law, grandparent, brother or sister of an employee who has been in service one (1) year or more, such employee will be allowed not to exceed three (3) working days paid leave to attend the funeral and handle personal matters in connection therewith.

COMMUNICATIONS DEPARTMENT

SPECIAL RULES

Rule 46. COMMUNICATION EMPLOYEES CLASSIFICATION OF WORK RULE

This rule will apply to and govern the employment and working conditions of all employees in the Communication Department who will perform the work specified herein.

Communication Employees work will consist of inspecting, assembling, installing, removing, dismantling, connecting, splicing, disconnecting, repairing, building, rebuilding, maintaining, overhauling, adjusting, applying, wiring, winding, balancing, calibrating, stripping, aligning, cleaning, lubricating and testing of the following items and related apparatus of each:

Telephone and telegraph pole lines, wires, insulators, cables, cross arms, braces, anchors, guys and appurtenances thereto; poles and towers used for microwave, radio, radar for other than signal systems, television and similar equipment, beacon and aircraft warning lights, wiring, conduit, cables, antennas, anchors, guys and braces attached to same; standby generator equipment and air conditioning and dehydrator equipment at microwave sites (preventative maintenance and electrical repair); metallic or fiber, lead, rubber, plastic or any other type of cable; public address systems; public radio broadcast transmitters and receivers; television transmitters, receivers, and recorders; carrier, microwave and stationary and/or mobile radio transmitters, receivers and repeaters; stationary and/or mobile radar transmitters, receivers, and repeaters for other than signal system; automatic telephone dial and message switching exchanges; multiplexing equipment used with carrier or microwave; train communication systems; intra train communication systems; train dispatcher communication systems; centralized radio control equipment; printer telegraph apparatus; marine radio equipment; alarm systems, batteries, chargers, bell's, buzzers, magnetos, and meters; electronic and/or electrical testing instruments and devices; interoffice communication systems; telephone or telegraph equipment; radio equipment involved in automatic train or engine control systems; automatic message center equipment; electronic scales; fiber optic systems when used with items of work covered within this classification; automatic car identification systems; data systems, and computers under the supervision of the Communications Department; talk-back speaker systems; tape recorders; thermal, solar cells, panels and appurtenances related thereto and any other method of electrical generation when used with items of work within this classification; and any other system or method used for communication purposes.

Communication workers will operate motor trucks, tractors, trenchers, digging machines, hole digging machines, and other equipment and machines used on or off track to perform work as set forth in this Classification of Work Rule. Communication workers will operate Company vehicles when performing work covered within this classification.

Communication workers will perform all welding, fusing, brazing, soldering, tinning, leading, metalizing, bonding, cutting and burning of metals with such as oxyacetylene, electric, thermit, tungsten inert gas or any other processes used on work generally recognized as Communication Workers' work.

All positions or work, the performance of which requires a Federal Communications Commission license of Class 2 or higher (which is not now covered or performed by the Signalmen within their Classification), shall be recognized as communication work and covered by the scope of this agreement.

It is not the purpose of this rule to expand jurisdiction but only to revise and update the work being performed by the Communication workers.

Rule 47. SENIORITY ROSTERS

(a) Seniority right of employees shall be system wide, subject to the Memorandum of Agreement dated September 1, 1972, and separate rosters issued as follows:

Roster	Positions Covered
Class 1-A	Electronic Technicians, Communication Technicians Shop Foremen (and Equipment Installers on former CB&Q)
1-B	Radio Technicians, Electronic Technicians
1-C	Cable Splicers
1-D	Shop Equipment Repairmen
2	District Linemen
3	Crew Foremen
4	Assistant Crew Foremen
4-B	Assistant District Linemen
5	Crew Linemen
6	Groundmen

(b) Employees will be ranked in the above order for bidding purposes, except that radio technician seniority will be considered in the same class as 1-A when bidding on positions of electronic technician; and employees with radio technician seniority will be given preference in bidding on positions of radio shop foreman. An employee who obtains an Electronic Technician assignment and who does not hold seniority in either Class 1-A or 1-B, will be given his choice of either Class 1-A or 1-B seniority in accordance with the qualification provisions of Rule 27(b).

Rule 48. EMPLOYMENT CLASSIFICATIONS

(a) Electronic Technician Class 1.

(1) Electronic Technician Class 1 is a monthly rated employee assigned to work out of a specific headquarters on a specific district which shall have no overlap with any other Class 1 district and shall end at a specific pole or structure which shall be designated by the Carrier. The duties of the Electronic Technician shall be to install, assemble, dismantle, inspect, test, adjust, repair and maintain various kinds of communication and electronic equipment such as: telephone, telegraph, teletype, radio, telephone dial switching equipment, long distance telephone carrier equipment, train dispatchers' telephone systems, public address systems, entertainment and industrial closed circuit television equipment, all radios used for two-way radio communication or control, centralized radio control equipment, microwave equipment, magnetic tape recording or playback equipment under the supervision of the Communications Department, and any other system or method used for communication purposes, without individual supervision, not to include major installations on a district where five or less Electronic Technician are employed. Such employees must have license required by law.

Note: When a major installation becomes necessary on a district where five or less Electronic Technicians are employed, the Electronic Technician on whose district it is to be made shall be assigned thereto and additional position(s) assigned in accordance with Rule 27 to provide sufficient force, including relief for the Electronic Technician on the district concerned. A major installation for purposes of this agreement only shall be understood to mean a project requiring in excess of thirty (30) working days.

(2) Notwithstanding any rule or agreement provision to the contrary, when an Electronic Technician or Radio Man is not on duty in the vicinity, it will be permissible for a roundhouse or shop electrician (but no other craft) to change out a bad order radio and make a sample replacement of a repaired radio. It is understood that the radio must be properly identified by tag to minimize any confusion relative to the installation of the proper radio unit. It is further understood that the change-out of a radio by a roundhouse or shop electrician shall be limited to one (1) radio unit only. In other words, if after one unit change-out the difficulty is not thereby corrected, any further

attempt to correct the difficulty which is considered necessary will be performed by the Electronic Technician. However, if for some reason the Electronic Technician is not available to correct such radio difficulties, an available communications employee will be called pursuant to the provisions of Item 1 of the Memorandum of Agreement effective November 1, 1954.

(b) Communication Technician Class 1-A is a monthly rated employee qualified and assigned to work out of a specified headquarters on a specified district to repair, maintain, inspect and install all telephone, telegraph apparatus, cables, wiring and associated equipment, public address systems, public broadcast radio receivers, television receivers and apparatus, printer telegraph apparatus, train communication systems, and any other system or method used for communication purposes, without individual supervision, not to include major installation on a district where five or less Communication Technicians are employed.

Note: When a major installation becomes necessary on a district where five or less Communication Technicians are employed, the Communication Technician on whose district it is to be made shall be assigned thereto and additional Communication Technicians' position(s) assigned in accordance with Rule 27 to provide sufficient force, including relief for the Communication Technician on the district concerned. A major installation as referred to herein shall be understood to mean a project requiring in excess of thirty (30) working days.

(c) Radio Technician Class 1-B is a monthly rated employee qualified and assigned to work out of a specified headquarters on a specified district without individual supervision to build, install, assemble, dismantle, inspect, test, adjust, repair, and maintain all radio equipment used for two-way communication. It is a requirement of the F.C.C. that an employee in this classification hold at least a second class F.C.C. license.

Notwithstanding any rule or agreement provision to the contrary, when a radioman is not on duty in the vicinity it will be permissible for a roundhouse or shop electrician (but no other craft) to change out a bad order radio and make a simple replacement of a repaired radio. It is understood that the radio must be properly identified by tag to minimize any confusion relative to the installation of the proper radio unit. It is further understood that the change-out of a radio by an electrician shall be limited to

one (1) radio unit only. In other words, if after one change-out the difficulty is not thereby corrected, a communication employee will be called pursuant to the provisions of Item 1 of the Memorandum of Agreement effective November 1, 1954.

(d) Working Foreman Class 1 is a monthly rated employee assigned to work out of a specific headquarters on a special district which shall be the same as the technicians he is supervising. Such employee will be assigned to supervise and participate in the installation, assembling, dismantling inspection, testing, adjusting, repair and maintenance of various kinds of communication and electronic equipment, such as: telephone, telegraph, teletype, radio, telephone dial switching equipment, long distance telephone carrier equipment, train dispatchers telephone systems, public address systems, entertainment and industrial closed circuit television equipment, all radios used for two-way radio communication or control, centralized radio control equipment, microwave equipment, magnetic tape recording or playback equipment under the supervision of the communications department and any other system or method used for communication purposes, to be responsible for the accuracy of such work; in charge of other employees. Such employees must have license required by law.

Note: The position of Working Foreman Class 1 shall be governed by the hours of service, working conditions and overtime rules specified in Rule 43 of this Agreement and will be compensated therefor at the rate of \$100.00 a month over the established monthly rate applicable to Electronic Technicians Class 1.

(e) Shop Foreman Class 1-A is a monthly rated employee assigned to a shop to supervise and participate in the assembling, adjusting, testing, installing and repairing of telephones and telegraph apparatus, public address systems, public broadcast radio receivers, television receivers and apparatus, printer telegraph apparatus, train communication apparatus, and any other system or method used for communication purposes and associated work when done in shop, to be responsible for accuracy of such work; in charge of other employees in shop and will be compensated therefor at the rate of \$100.00 a month over the established monthly rate applicable to Electronic Technicians Class 1.

(f) Radio Shop Foreman Class 1-B is a monthly rated employee assigned to a shop to supervise and participate in assembling, adjusting, testing, repair and maintenance of

all radios used for two-way radio communication or control purposes, to be responsible for the accuracy of such work; in charge of other employees in the shop and will be compensated therefor at the rate of \$100.00 a month over the established monthly rate applicable to Electronic Technicians Class 1. Such employees must have license required by law.

(g) Cable Splicer Class 1-C is a monthly rated employee qualified and assigned to work on a specified district with a specified headquarters without individual supervision to install, maintain, test, repair and splice all cables, cable terminal facilities and associated wiring. He shall be required to have an expert working knowledge of the Wheatstone Bridge test and other tests used to quickly locate trouble in communication cables. He shall have an expert knowledge of, and the ability to wipe lead sleeves and to otherwise seal all lead, rubber, plastic or any other type of cable used for communication purposes, and to perform all other work on cables. All splicing and all permanent repairs to outside communication cables of any nature and to all other cables, both inside and outside, except those properly called office cables shall be the exclusive jurisdiction of the Communication Cable Splicer Class 1-C. However, nothing in this rule shall prevent mechanics in every class covered by this agreement from making temporary connections to initiate service or temporary emergency repairs to restore or maintain service. A Cable Splicer Class 1-C shall in his own classification be governed by the same rules that apply to Communication Technicians Class 1-A and shall receive the same compensation as Communication Technicians Class 1-A (not Shop Foreman). The term "cable" is defined as having outside sheathing which must be sealed air and watertight.

(h) Shop Equipment Repairmen Class 1-D are hourly rated employees qualified and assigned to shops and work under the supervision of the Shop Foreman, Class 1-A.

(i) District Lineman Class 2 is a monthly rated employee assigned to a specific headquarters on a specific district to repair, maintain, rebuild, inspect and install pole lines, wires, support for wires, radio and microwave towers, cables, conduit and associated work (not major installations), the replacement and/or maintenance of telegraph keys, relays, sounders, telephone subsets, hand sets, batteries, cords and similar less important items, without individual supervision.

Note: A mayor installation as referred to in this paragraph (1) shall be understood to mean a project requiring in excess of five (5) continuous work days.

When a major installation becomes necessary the District Lineman on whose district it is to be made will be furnished with competent help.

(j) Assistant District Lineman Class 4-B is a monthly rated employee assigned to a territory to work with and assist a District Lineman.

(1) Assistant District Linemen will be paid a monthly rate to cover all services rendered on five days per week, exclusive of holidays. Such employees shall be assigned two regular rest days per week, Saturday and Sunday if possible. An assigned rest day referred to in this Rule 48(j) shall extend from 12:01 A.M. to 12:00 Midnight of the calendar day that is assigned as a rest day.

(2) Work performed on the assigned rest days and holidays will be paid for under Rule 3.

(3) The straight-time hourly rate of such positions shall be determined by dividing the monthly salary by 175-1/3 hours, which is the number of hours comprehended in establishing the monthly rate.

(4) Necessary actual expenses will be allowed when away from headquarters.

(5) An employee who performs less than a full month's service on a position of assistant communication lineman will be paid 1/261 of the annual salary of the position filled for each day, other than the assigned rest days, that he filled such a position.

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

(k) Crew Foreman Class 3 is a monthly rated employee qualified and assigned to supervise the construction and repair of pole lines and supports, towers such as those use for radio or microwave purposes wires, cables, supports for

wires and cables, conduit and associated work (major installations) to be responsible for the proper performance of such work in charge of other employees.

(l) Assistant Crew Foreman Class 4 is an hourly rated working mechanic who will assist the Crew Foreman in the performance of his duties and shall take the lead, participate in, and direct the work when five or more members of the crew are delegated by the Foreman or proper authority to work at a place not under the direct supervision of the Foreman.

(m) A Crew Lineman Class 5 is an hourly rated employee qualified and assigned to a crew to construct, maintain and repair pole line and supports, towers such as used for radio and microwave, wires, cables, conduit and associated work under supervision of Crew Foreman.

(n) Ground man Class 6 is an hourly rated employee whose work shall consist of assisting linemen in their work, and will perform such service on the ground.

Rule 49. COMMUNICATIONS DEPARTMENT TRAINEES

(a) Selection: Management shall select candidates for apprentices solely on the basis of the applicant's qualification. In selecting employees in service for apprentices, seniority fitness and ability will govern and such selections will be made from qualified employees in service or on furlough with experience in the Communications Department.

Bulletins advertising training positions will have a specific starting date for the training to commence which will be not later than 30 days from the closing date of the bulletins. If the successful bidder is not assigned within 30 days, he will be paid, in addition to the rate of the position he is holding, six dollars per day for each day held from his assignment.

To qualify for training beyond the positions of Crew Lineman Class 5, an employee shall be required to pass an examination designed, conducted and graded by mutual agreement between management and the Organization. Separate and distinct examinations shall be provided for each class above that of Class 5 Crew Lineman, wherein apprenticeship is provided for under this rule; this examination to determine only his ability or lack of ability to learn and to perform the duties of the particular division of the craft. After

passing the examination for the particular division of the craft and complying with the seniority provisions of this agreement, the employee shall be considered as eligible to begin apprenticeship in the particular division of the class involved.

(b) Training Period: Except as otherwise provided, the training periods shall be in accordance with paragraphs (k), (l), (m), (n), and (o) of this rule. The training periods contemplate days of actual work on regular working days. However, paid holidays falling on days of the apprentice's work week and vacation with pay shall be credited toward the required days of the training period in the same manner as days of work. Overtime worked by apprentices shall not be counted.

(c) Probationary Period: All apprentices shall be subject to a probationary period, the length of which shall be 90 days for Crew Lineman Class 5, 60 days for Assistant Crew Foreman Class 4, 60 days for District Lineman Class 2, 122 days for Cable Splicer Class 1-C, and 122 days for Electronic Technicians Class 1, during which they may be dropped at any time they are determined by the Carrier to show insufficient aptitude or interest to learn the trade. Apprentices who are dropped from the program will be allowed to return to the position they vacated for the purpose of taking training or to any position they may have acquired by bulletin while in training. Anyone displaced as a result shall return to their original positions.

If an employee after beginning training voluntarily relinquishes his right to such training, he shall retain his seniority in the class from which he came but may displace only the junior employee in such class, and, except by mutual agreement between the Carrier and the General Chairman, shall not be eligible for future training assignments in the class where he has relinquished his right to such training.

If upon completion of any training period there is no position available in the class for which trained, the employee shall revert to the position held by him immediately prior to beginning training or to any position he has acquired by bulletin during the training period.

(d) Hours of Work: Apprentices will normally be assigned to the first shift with Saturday-Sunday rest days unless otherwise agreed to by the General Chairman in individual cases. Apprentices shall not be placed on the

overtime call list but they may be used for overtime work when all available mechanics on the overtime call list have been called.

(e) On-the-Job-Instruction: Apprentices shall work under the direction of a journeyman of the craft. Two apprentices shall not be directed to work together as partners. Apprentices will be trained at points and on crews which have adequate facilities for training.

(f) Technical Instruction: Each apprentice, including those upgraded, will receive and complete a course of instruction in the technical subjects related to his classification which shall include electrical theory, blueprint and schematic diagram reading and work methods, the cost of which shall be paid by the Carrier. This related instruction shall include classroom work at outside vocational or trade schools, or in schools of instruction set up at Carrier facilities during regular working hours together with a correspondence course in which the apprentice shall participate and satisfactorily complete during other than regular working hours. The total amount of related instructions excluding correspondence course will be:

Crew Lineman Class 5, 80 hours of actual classroom time;

Assistant Crew Foreman Class 4, 32 hours of actual classroom time;

District Lineman Class 2, 24 hours of actual classroom time;

Cable Splicer Class 1-C, 80 hours of actual classroom time. Where no correspondence course is provided for Cable Splicer, an additional 40 hours of actual classroom will be required;

Electronic Technician Class 1, 360 hours of actual classroom time.

The apprentices shall receive the appropriate rate of pay during such actual classroom time and the Carrier will pay the cost of the course and of any instruments and supplies, which will become the property of the apprentice upon satisfactory completion of apprenticeship training. If the training is terminated for any reason prior to completion, the instruments and unused supplies shall be returned to the Carrier in good condition or the cost may be deducted

from the employee's wages due. When the Carrier determines that an apprentice has not maintained satisfactory progress on related technical training, he may be dropped from the apprenticeship training program, which shall be handled in accordance with Rule 30 after the probationary period specified in paragraph (c) above. Progress in connection with the Railway Educational Bureau Program, or other programs mutually agreed to, will not be considered satisfactory if the apprentice becomes more than two months behind in completing his lessons, or if the apprentice becomes more than three months behind in reworking lessons graded at less than 70%; but illness or other causes beyond the control of the individual will be taken into consideration. An apprentice dismissed from the training program solely because of unsatisfactory progress in technical training will be reinstated if he submits all lessons in arrears in satisfactory condition to the apprentice supervisor within 10 calendar days after his dismissal.

From time to time each apprentice will be given periodic examinations to determine the extent of his progress; the nature and content of the periodic test shall be by mutual agreement between the Carrier and Organization.

The training period for Electronic Technician, Class 1, Apprentices shall include not less than 40 hours actual classroom time on teletype and data acts, 64 hours actual classroom time on microwave equipment, 64 hours actual classroom time on switching equipment, 64 hours actual classroom time on multiplexing and modulating equipment, 16 hours actual classroom time training with a competent wire chief and 112 hours actual classroom time working and training on two-way radio and radar communications and control equipment and preparing for the Federal Communications Commission Radio/Telephone Second Class License examination.

(g) Transfers: Apprentices who are not working in an upgraded mechanic's status may be required to transfer to any other facilities and locations away from their home point for the purpose of improving their training. When such a transfer is to a facility more than 30 miles from the apprentice's present facility, fifteen (15) calendar days' advance notice will be given, and the following special rules will apply (this does not include permanent transfer or those voluntarily made by the apprentice or temporary transfer allowed at the request of the apprentice and not required by management):

- (1) Transportation for the initial trip to the away-from-home point and for the final return trip for the transfer back to home point will be furnished by the Carrier or, at the Carrier's option, the Carrier's authorized rate per mile will be paid for the round trip. In addition, for that round trip, the apprentice shall be allowed the straight-time hourly rate of pay while traveling during the regular working hours of his work week, but time traveling outside his regular working hours and on rest days shall not be paid for.
- (2) At the time notice of transfer is given, the apprentice will also be advised as to whether he will be paid meal and lodging expense allowance under Rule 6(k) or whether he will be reimbursed for the actual necessary expenses of moving his household goods and the actual necessary traveling expenses of himself and the members of his family in making the transfer. An employee who has received moving expenses for the transfer will still be subject to Rule 6(k) in the usual manner when working away from his headquarters if the transfer of the apprentice is for the purpose of attending technical or manufacturer's school he shall be paid the hourly rate of his position for eight hours per workday, five workdays per week, during such periods of assignment, and the Rule 6(k) expenses.

(h) Communication Apprentice Seniority: Apprentices who hold seniority in other classifications will retain and continue to accumulate that seniority.

(i) Administration: The Carrier shall designate a person to supervise the apprenticeship program and the training program as outlined. Adequate records will be maintained as to the work experience, related instruction and progress of each apprentice and will be made available for inspection by the General Chairman or his representative of the craft involved. These records for any apprentice may be destroyed 60 days after his certificate of completion has been issued.

(j) Training Schedule: Apprentices will receive training and on-the-Job experience sufficient to enable them to perform their duties in an efficient and workmen-like manner, in accordance with a detailed program to be prepared and furnished to the General Chairman from time to time by

the apprentice supervisor. Recommendations by the General Chairman for improving the programs will be given consideration. Insofar as practicable, on-the-job and technical training will be on the same subject at the same time. It is recognized that, because the facilities and work vary from point to point, the training schedules will vary in order to properly train the apprentice for the work he is most likely to be required to perform. These training schedules that follow will not change classification of work rules or jurisdictional practices.

(k) Crew Lineman Class 5 Apprenticeship: The apprenticeship period for Crew Lineman Class 5 shall be for a period of 255 compensated days, during which time the apprentice shall be trained to perform Crew Lineman Class 5 work under the direct supervision of a qualified Crew Lineman. For the first 10 days he shall work on the same pole or tower under the direct supervision of a qualified Crew Lineman. For the balance of the training period, instructions will be given in the following phases, consistent with the work requirement of the Carrier: Basic electricity and electronics, settling, guying, bracing and anchoring poles, climbing poles and/or towers, hanging cross arm fixtures and brackets. Erection of microwave and radio towers. Decorating and rigging new poles and towers, dismantling pole lines and towers, attaching guys and anchors. Riding messenger, concrete manhole installation and underground conduit and cable installation. Aerial cable installation. Stringing, sagging, transferring, tying in and untying wires. Transposing wires. Splicing line wires and dead ends. Training in welding, brazing and soldering. Raising and removing poles. Emergency cable work. First aid instructions, mouth-to-mouth resuscitation, cardiac compression. Pole to and tower rescue methods. Tree trimming, use of tree climbing tools, working on a rope sling with taut line hitch, etc.. Rope work, splices, hitches, knots and blocks. Use of all tools and instruments used in Crew Lineman's work, and such other work as may be required in the Communications Department.

(l) Assistant Crew Foreman Class 4 Apprentice: When the number of men holding seniority as Class 4 Assistant Crew Foreman and not working as Assistant Crew Foreman or higher positions falls below five, the following method will be used to provide enough additional employees to bring so extra list up to five: Bulletins will be issued to all employees holding Class 5 seniority, and from those bidding on such bulletins and having passed an appropriate test, the number required will be selected in accordance with their

seniority. The number so selected shall be given 90 compensated days' training in Class 4 work by having them work and train on a crew under the supervision of a Communication Crew Foreman Class 3. During the training period the apprentice shall participate in the work of the communication crew. He shall also assist the Crew Foreman in the performance of his duties, including staking out line, measuring transposition sections, making out reports, time books and other types of records. Upon satisfactory completion of the training period, including lessons and classroom training, the apprentice shall be considered as a qualified Assistant Crew Foreman Class 4 and placed on the appropriate seniority roster in accord with the provisions of paragraph (q) of this rule.

(m) District Lineman Class 2 Apprentice: When the number of men holding seniority as Class 2 District Linemen and not working in Class 2 or higher positions falls below ten, the following method will be used to provide enough additional employees holding Class 2 rights to bring such extra men up to ten. Bulletins will be issued to all employees holding Class 5 seniority; and from those bidding on such bulletins having passed an appropriate test the number required will be selected in accordance with their seniority. The number so selected shall be given 90 compensated days' training in Class 2 work by assigning them to work and train with employees holding regular Class 2 positions. At the completion of such 90 days of training they will be given a Class 2 date. The following phases of work will be adhered to during the training period to whatever extent necessary so that the trainee will be fully trained in all Class 2 work: Maintenance of pole line, including cross arms, insulators, wires, anchors, fixtures and brackets, maintenance of microwave and radio towers, including painting, changing out, or replacing lights, tightening guys, use of dynamometer, etc.; maintenance, light repair and replacement of standby generator equipment, including oiling and fueling, dehydrators and air-conditioning units associated with Communications Department facilities. Maintenance of cables and cable boxes. Maintenance of records and reports, time book and expense records, field sheets, pole line diagrams, wire crossing reports, testing for trouble-open line wire, West test set - use and operation, the replacement and/or maintenance of telegraph keys, relays, sounders, telephone subsets, hand sets, batteries, cords and similar items, replacement of two-way radio transceiver units, removal of trees from line, tree trimming, use of tree-climbing tools, fundamentals of electricity and electronics as it pertains to lineman's work; use, operation

and maintenance or all tools and instruments used in lineman's work, and other work as may be required in the Communications Department.

When employees holding seniority and working as Class 1 Electronic Technician, Class 1-A Communication Technician, Class 1-B Radio Technician, Class 1-D Shop Equipment Repairman, Class 1-C Cable Splicer, or employees in training in any of the above-named classifications who also hold seniority as Class 5 Crew Linemen and are bidders on a Class 2 District Lineman Trainee position bulletined under paragraph (b) of this rule, the Carrier may elect to retain any such employee or employees in their Class 1, Class 1-A, Class 1-B, Class 1-C, or Class 1-D position or training status. If the employees are so retained, they and the employee who is actually assigned to and completes the training will be awarded a seniority date as a Class 2 District Lineman in the same order they rank on the Class 5 Crew Lineman roster without being required to serve the regular Class 2 training period. No such seniority dates shall be granted under this paragraph 1, the bulletin for the trainee position is canceled for reasons other than the fact that all bidders are being retained in Class 1, Class 1-A, Class 1-B, Class 1-C or Class 1-D positions or training status. However, if any trainee so retained fails to successfully complete his Class 1, Class 1-A, Class 1-B, Class 1-C or Class 1-D trainee period, he will automatically forfeit and lose the Class 2 District Lineman seniority date acquired under this paragraph and will thereafter be required to serve the regular ninety (90) day trainee period in Class 2 under paragraph (b) of this rule to obtain a District Lineman Class 2 seniority date.

(n) Cable Splicer Class 1-C Apprentice: When the number of men holding seniority as Cable Splicer Class 1-C and not working in Class 1-C or higher classifications falls below three, the following method will be used to provide enough additional employees holding Class 1-C seniority to bring such extra list up to three: Bulletins will be issued to all employees holding Class 2 or lower seniority; and from those bidding on such bulletins having passed the appropriate test, the number required will be selected in accordance with their seniority. The number so selected shall be given 255 compensated days of training in Cable Splicer Class 1-C work by assigning them to work and train with an employee holding a regular Class 1-C Cable Splicer's position, at the completion of such 255 days of training will be given a Class 1-C date. The following phases of work will be adhered to during the training period to whatever extent necessary so that the apprentice will be fully

trained in all Class 1-C work Inspect, install, maintain, test, repair and splice all types of cables, cable termination facilities and associated wiring. Installing cable protection blocks and cable termination boxes. Dead ends and distribution wires. Bending and installing conduit. Use of cable car, cable splicer's tent and platform. Wiring diagrams and schematics. Blueprint reading as pertaining to communications facilities. Fundamentals of electronics as pertaining to communications work. Use and care of test equipment such as West test set, ammeters, volt meters, watt meters, oscilloscopes, ohm meters, meggers, wheatstone bridge testing equipment, high potential ground and fault locator equipment; care and use of all tools and equipment used in Cable Splicer's work.

(o) Electronic Technician Class 1 Apprentice: When the number of men holding Class 1-A or Class 1-B seniority and not working in Class 1, 1-A, or 1-B falls below ten, the following method will be used to provide enough additional employees holding Class 1-A and 1-B rights to bring such extra list up to ten: Bulletins will be issued to all employees holding seniority in all lower classes; and from those bidding on such bulletins having passed an appropriate test, the number required will be selected in accordance with their seniority. The employees so selected shall be given 654 compensated days in training for Class 1 work by assigning them to work with employees holding Class 1 positions.

The first 255 days will be spent in a shop or shops in an area such as, but not limited to, St.. Paul-Minneapolis, Chicago, Spokane, Seattle, or Denver. During the training period, the trainee will be trained in all of the duties of an Electronic Technician which will include but not be limited to the following: Install, assemble, dismantle, inspect, test, adjust, repair and maintain various kinds of electronic equipment used for communication purposes such as telephone, telegraph, teletype, radio, radar, automatic car identification systems, telephone dial switching equipment, long distance telephone carrier equipment, train systems, telephone and radio systems, including tape recorders used with such systems, public address systems, entertainment and industrial closed circuit television equipment, all radios used for two-way radio communication or control, centralized radio control equipment, microwave and multiplexing equipment, magnetic tape recording or playback equipment, interoffice communication equipment, and any other system or method used for communication purposes.

Part of the qualification of the Electronic Technician training program will be the successful completion of the Federal Communication Commission (F.C.C.) examination for the Radio-Telephone Second Class license.

Those Apprentices who hold at least a Second Class F.C.C. license at the completion of the Electronic Technician apprenticeship program will be placed on the Class 1-A, Class 1-B and Class 1-D roster in accord with the provision of paragraph (q) of this rule and shall be considered qualified to bid on any Class 1, Class 1-A, Class 1-B or Class 1-D position.

In the event the apprentice falls to obtain at least a Second Class F.C.C. license by the completion of the apprenticeship period he will be placed only on the Class 1-D seniority roster in accord with the provisions of paragraph (q) of this agreement and will be considered qualified to bid on any Class 1-D position. However, the employee, for a period of 90 days following the completion of the apprenticeship program, may take the F.C.C. examination at any time and if successful will be considered qualified and be placed on the Class 1-A and Class 1-B rosters in accord with the provision of paragraph (q) of this rule.

(p) Apprentices in Service: Any apprentice who has started his apprenticeship training before the date of this agreement shall have the remainder of his training changed to conform as nearly as practicable to this agreement, and the over-all length of his training shall not exceed the time specified in paragraphs (k), (m), (n) and (o) of this rule if it has not already done so. Any apprentices whose training is so altered, and end their training on the same date, will be placed on the seniority, roster in the same order as their standing in the training program, determined by the number of days completed on the date of this agreement.

(q) Completion of Apprenticeship or Training: Upon completion of the apprenticeship training program under this agreement, the apprentices will be placed on the appropriate seniority roster of the craft and class, and will, within ten calendar days, displace any employee his junior in the same classification in which the training occurred. Their seniority dates shall be arrived at by counting back from the date following the date they completed the apprenticeship training program: 255 days for a Crew Lineman Class 5, 90 days for Assistant Crew Foreman Class 4, 90 days for a District Lineman Class 2, 255 days for a Cable Splicer Class 1-C, and 654 days for an Electronic Technician Class 1, but

in all cases less any days they may have been credited with as a result of experience credit, or of passing written examinations. In counting back the appropriate number of lays (5 days per week) at the point in question which were available to be worked (whether they worked or not), plus paid holidays and vacations with pay, shall be counted. However, the employees who entered military service or lost time due to National Guard or Military reserve training or duty after having started their apprenticeship shall omit time lost due to such military service in accordance with legal requirement of applicable veterans' reinstatement legislation. Time lost due to on-the-job injuries shall also be omitted. Application of this paragraph to apprentices who started their training before the date of this agreement shall not result in a seniority date earlier than the day following the date of this agreement. Tied seniority dates for such employees shall be resolved by ranking the employees in accordance with the last sentence of paragraph (p).

(r) Experience Credit: Any apprentice with previous experience or formal training applicable to any classification for which a training program is provided in this rule may, upon written request submitted to the apprentice supervisor before the end of the first 30 calendar days of the beginning of his training, have such experience or training evaluated within thirty (30) days by the apprentice supervisor and the General Chairman. Experience may include all or part of the time spent in a higher or lower classification in the department, if the employee can convince both the apprentice supervisor and the General Chairman that he has the necessary training and experience. The apprentice supervisor shall, after joint evaluation, advise the apprentice, within sixty (60) days of the date of the apprentice's request, of any advance credit he will be granted. If after joint evaluation the apprentice supervisor and the General Chairman are unable to agree on granting of advance credit, and the General Chairman confirms his position in writing, the apprentice will be advised that no advance credit will be granted. Should the General Chairman fail to participate in the evaluation, or fail to submit his decision thereon to the apprentice supervisor within the sixty (60) days, the apprentice supervisor shall make the determination, which shall be final. In no event shall such advanced credit result in establishment of a seniority date prior to the first date of actual training with the Carrier.

(s) Ratio: The ratio of apprentices in each classification shall not be more than one (1) to three (3) mechanics and shall be applied as nearly as possible at each point during force reductions. When the needs of the service require more apprentices, the matter shall be submitted to the General Chairman.

(t) General Apprenticeship Committees: A General Committee on apprenticeship is hereby established, composed of the General Chairman or his representative and a designated representative of management. These representatives may be changed at any time and may be designated as limited to handling certain subject matters. These committees shall have no formal organization and shall exist for the sole purpose of expediting the training program contemplated herein. Periodic oral, written or practical examinations for all classes during the training period may be given by mutual agreement between the members of the apprenticeship committee. Each committee shall meet at mutually convenient times on request of either party, and as often as necessary to handle affairs properly within its scope. The individual committees shall meet in joint session on matters of common concern. Any party requesting a meeting of the committee shall submit a written description of the matters he desires to discuss.

(u) Safety: All apprentices shall receive instruction on safety practices throughout the term of apprenticeship.

(v) Certificate: The following certificate shall be furnished to all apprentices upon completion of apprenticeship:

Certificate of Apprenticeship Training

This will certify that on _____, 19__, completed the course of apprenticeship and training prescribed for _____ and is entitled to the rate of pay and conditions of service of a mechanic in that craft.

Director of Communications

(w) Rates of Pay: The following rates of pay will prevail for all apprentices:

(A) Crew Lineman Class 5 Apprentice

1st Period, 125 workdays, hourly - \$.83 less than Class 5 rate

2nd Period, 130 workdays, hourly - \$.53 less than Class 5 rate

(B) Assistant Crew Foreman Class 4 Apprentice

1st Period, 45 workdays, hourly - Crew Lineman Class 5 rate plus \$.05 per hour

2nd Period, 45 workdays, hourly - Crew Lineman Class 5 rate plus \$.15 per hour

(C) District Lineman Class 2 Apprentice

1st Period, 45 workdays, hourly - Crew Lineman Class 5 rate plus \$.05 per hour

2nd Period, 45 workdays, hourly - Crew Lineman Class 5 rate plus \$.15 per hour

(D) Cable Splicer Class 1-C Apprentice

1st Period, 125 workdays, hourly - Crew Lineman Class 5 rate plus \$.05 per hour

2nd Period, 130 workdays, hourly - Crew Lineman Class 5 rate plus \$.15 per hour

(E) Electronic Technician Class 1 Apprentice

1st Period, 218 workdays, hourly - Crew Lineman Class 5 rate plus \$.05 per hour

2nd Period, 218 workdays, hourly - Crew Lineman Class 5 rate plus \$.15 per hour

3rd Period, 218 workdays, hourly - Crew Lineman Class 5 rate plus \$.30 per hour

Additional periods served shall be paid at the last rate indicated.

(x) An apprentice who is given credit for previous experience shall automatically be advanced to the appropriate rate of pay in accord with the number of periods of apprenticeship training still to be served.

**ELECTRICAL WORKERS' ENGINEERING DEPARTMENT
CLASSIFICATION OF WORK RULE
AND
SPECIAL RULES, DIVISION, SYSTEM AND CREW ELECTRICIANS**

Rule 50.

(a) This rule will apply to and govern the employment and working conditions of all employees in the Electrical Engineering Department represented by the International Brotherhood of Electrical Workers who will perform the work specified herein.

Electricians' work will consist of the inspecting, assembling, installing, removing, dismantling, connecting, disconnecting, splicing, repairing, rebuilding, maintaining, overhauling, adjusting, applying, wiring, winding, banding, turning, dressing and stoning, undercutting mica, balancing, calibrating, stripping, aligning, cleaning, lubricating, testing, and other electrical work of or on:

(1) Electric equipment in buildings, stations, power generator plants, powerhouses, substations, warehouse, lifts, bridges, outfit cars and univans outside shop limits, towers, viaducts, overpasses and other structures, marine equipment (except radio) (including docks, piers, barges, tugs, boats, trestles), all loading and unloading related facilities, high-tension power and distribution systems, secondary power supply systems, third-rail, catenary and trolley systems, and all associated electrical equipment and related electrical components located throughout the railway system.

(2) All types of electric motors, generators, alternators, motor generator sets, exciters, converters, compressors, preventive maintenance and electrical repair to water coolers, ice machines, refrigerators, air conditioning equipment, ventilating system, heating systems, and space heaters, switchboards, meters, motors and controls, rheostats and controls, fuses, circuit breakers and other protective devices, motor generators; thermal, solar cells, panels and appurtenances related thereto and any other method of electrical generation when used with items of work within this classification electric welding machines, substation equipment (including painting), rotary converters, electric clocks and electric lighting fixtures, fire alarm equipment, floodlights, yard lights, and floodlight towers (excluding excavation for base, pile driving, reinforcing steel, concrete pouring, placement of anchor bolts, assembling and setting of steel sections), magnet coils, transformers and starting compensators, permanent or temporary electrical

wiring in and on buildings, shops, yards and structures (including hump yards) and all conduit work in connection therewith, cables, electrical cable splicers, high-tension and primary and secondary circuits, pole lines (power transmission systems), distributors, compensators, pantographs, lighting arrestors, contact shoes, beams, humidifiers, elevators, escalators, conveyors, transfer and turntables, turnstiles, electric cranes, hoists and winches, scales and weighing devices, automatic car journal oilers, bells, buzzers, magnetos; meter loops and feeder lines from the meter to the necessary service connection, snow blowers (stationary) and snow-melting equipment, electric switch heaters, and electric controls and components of other-type switch heaters, cable-laying, and underground and overhead cables and ducts and all types of bonds (except signal bonds) power house and substation operators, high tension linemen and all other work generally recognized as electricians' work.

(3) Electricians shall perform all welding, fusing, brazing, soldering, tinning, leading, bonding, cutting, and burning of metals with such as oxyacetylene, electric thermit, heli-arc, tungsten inert gas or other similar process used on work generally recognized as electrical workers' work.

(4) Employees in the Electrical Engineering Department will operate motor vehicles, tractors, trenching equipment, lift trucks, on-and-off-track roadway equipment used to perform electrical workers' work covered by this Classification of Work Rule.

(5) Work, the performance of which requires a state or municipal Electrician's license of which requires a state or municipal electrical inspection, shall be recognized as being Electrical-Workers' work within the confines of this Classification but may be performed by a licensed Electrician not employed by the Carrier when there is no licensed employee available. It is understood that any use of outside electricians referred to above will be subject to the provisions of CB&Q Labor Agreement 75-69.

(6) a. System Electricians shall perform work required for the installation or the heavy repairs, of electrical power and lighting systems in all buildings, power plants, and other structures regarded as fixed property, (as authorized by B.N. AFE's, RFA's, W.O.'s letters of authority, rules set forth in the Operations Manual and appropriate verbal instructions in accordance

with applicable B.N. plans and specifications and the current National Electrical Code, applicable Federal regulations and any State or local statutory requirement. Installation work performed by company forces, i.e., System Electrician Wire men and/or Shop Electricians, which has not been inspected and accepted by an outside agency subsequently, shall be inspected and approved by a licensed employee from Carrier's Electrical Engineering Department. The group performing the work is responsible for requesting the inspection.

The routine maintenance of the installation described above would normally be performed by the System Electricians however if System Electricians are not reasonably available a Shop Electrician (but no other craft) may be used to perform the work in which case it will be limited to those items of work for which the individual Shop Electricians are qualified.

b. Systems Electricians shall, in addition to the work listed above, Install, inspect, construct, maintain, dismantle and remove all high voltage power distribution lines, overhead and underground electrical service, transformers, meters, primary and secondary wiring including circuit breakers, plus AFE's RFA's, W.O.'s and heavy repairs to electrical wiring and equipment less than high voltage and any other work that may be mutually agreed to between the Carrier and the General Chairman. Per Appendix N of the current schedule, "high voltage lines are those carrying in excess of 500 volts." In case of emergency, when System Electricians are not available, the local power company "or other qualified I.B.E.W. Railroad employees" may be called to make temporary repairs, including the replacement of primary fuses and the installation of rental transformers.

c. Where qualified Shop or Roundhouse Electricians are not regularly employed System Electricians will install, inspect, maintain, dismantle and remove permanent wiring systems and electrical equipment for air conditioning up to and including the receptacles and permanent wiring systems for battery charging lines, including switchboards, generators, rectifiers, which would be a part of this system.

Shop Electricians shall inspect, assemble and maintain connect and disconnect all portable cables required to make the connections between the rolling stock and the appropriate power source for air conditioning, heating and battery charging installed on rolling stock. At points

where Shop Electricians are not regularly employed, System Electricians will maintain this class of equipment up to the point of connection to the rolling stock.

d. System Electricians shall install, inspect, maintain, dismantle and remove all of the electrical equipment on floodlight towers, tower foundations and structure, all other types of area lighting installed on wooden or metal poles, metal pole foundations and adjacent structures in car yards, hump yards, shop yards, bridges, access roads, parking lots, pedestrian walks, security lighting, etc.

Shop Electricians may be used to make emergency repairs and are generally restricted to replacing lamps, ballasts, fuses or other components.

e. At points where Shop Electricians are regularly employed, they shall have preference but not exclusive jurisdiction over System Electricians for the normal maintenance of turntables, transfer tables, electrically driven overhead cranes, gantry cranes and shop machinery. At points where Shop Electricians are not regularly employed, System Electricians will be used for installation, maintenance and repairs on this type of machinery.

f. Wire men may be used for heavy repairs to machines itemized in the above paragraph when it is beyond the ability of the Shop Electricians to perform the work without added shop electrical forces.

g. Except as may be mutually agreed to between the Carrier and General Chairman, at individual points, it is not the intent of this agreement to require Shop or Roundhouse electricians employed in the Mechanical Department to set, guy, brace and anchor poles, to build towers, to climb poles and/or towers or to hang cross arms, fixtures, brackets or other appurtenances used for overhead power systems or to perform any high voltage line work.

h. It is the intent of this paragraph only to set out a division of work in accordance with the Preamble and paragraphs a. through h. hereof, and not to add to or take away from the scope rule coverage of the agreements between Burlington Northern and its Mechanical Employees and Communications and Electrical Department Employees represented by the International Brotherhood of Electrical Workers.

(7) a. It is not the purpose of this rule to expand jurisdiction but only to revise and update the work being performed by the Electrical Engineering workers.

b. This Rule will apply to and govern employment, compensation and working conditions of all employees in the Electrical Engineering Department, consisting of system electricians and their helpers, and helper apprentices, and all employees in the Division electrical forces consisting of Division Electricians and their helpers.

c. Any man who has served an apprenticeship or who has had four years' practical experience in Electricians' work, or in high voltage line maintenance on energized lines, and is competent to execute same to a successful conclusion within a reasonable time, will be rated as an electrician or lineman, respectively.

d. Division Electricians' positions may be established to perform any of the work specified in paragraph (a) except that construction work performed by Division Electricians and their helpers shall be limited to such work as can be performed by Division electrical force or Division electrical force supplemented by not to exceed two men from a traveling electrician's crew. No heavy construction work will be assigned to the Division electrical force, which is ordinarily carried out by traveling electricians' crew.

e. The assignment of helpers to assist Division Electricians when required will be by bulletin with the same provision as Division Electricians.

f. Electrical foreman's work shall consist of supervising the work of electricians, electricians' helpers, and such other employees as may be designated by the Carrier. He may also perform work of the craft. He will be compensated at the rate of \$100.00 a month over the established monthly rate applicable to system wire men.

Rule 51. SENIORITY ROSTERS

(a) Seniority of employees shall be system-wide, subject to the Memorandum of Agreement dated September 1, 1972, and separate seniority rosters will be maintained as follows:

Roster	Positions Covered
1.	System, Division Electrician Wiremen, and Journeyman Electrician Wiremen
2.	Electrician Helpers
3.	Electrician Apprentices (temporary only during training period)

(b) An Electrician who holds a helper's date, will continue to retain and accumulate such helpers date, unless account of reduction in force, such Electrician refuses to accept employment as helper when such seniority would entitle him to work, he then will forfeit his helper's rights, but will retain his mechanic's date in accordance with the reduction in force rules.

Rule 52. LEADMEN

When the number of employees working in a gang at one location on the same project, and not under supervision of a foreman, consists of three (3) or more, the senior qualified electrician shall be classed as a lead system electrician and will be compensated therefor at the rate of \$50.00 a month over the established monthly rate applicable to system electricians. Where less than a full months service subject to the provisions of this agreement is performed, the \$50.00 differential will be prorated on the basis of 1/26 of \$50.00 for each day such service is required and performed.

Rule 53. DIFFERENTIAL HIGH-VOLTAGE LINES

A differential of \$.25 per hour will be allowed employees if they are required to work on high-voltage lines when hot.

Rule 54. APPRENTICES

(a) Selection - Management shall select candidates for apprenticeship solely on the basis of the applicant's qualifications. In selecting helper apprentices, seniority and ability will govern and all selections will be made in conjunction with the respective crafts' shop committee, from qualified helpers in service with experience in the same craft as the apprenticeship. Applicants for apprenticeship with pertinent electronics or electrical training will be given preference. An apprentice who resigns to accept other employment should not be re-employed as an apprentice in the same craft from which he resigned.

(b) Training Period - Except as otherwise provided for in this agreement, regular apprentices shall serve eight training periods totaling 976 days. Helper apprentices shall serve six training periods totaling 732 days. These training periods contemplate days of actual work on regular working days.

However, paid holidays falling on days of the apprentice's work week, and vacations with pay shall be credited toward the required days of the training period in the same manner as days of work. Overtime worked by apprentices shall not be counted. The training period of helper apprentices contemplates two years of experience as helper (400 days of compensated service as counted above); therefore, helper apprentices who start their apprenticeship with less than two years of experience as helper shall serve additional time during their apprenticeship equal to the number of days they fall short of two years' experience. The Carrier shall make available to Electrician apprentices and upgraded helpers two comprehensive written examinations covering the material in their training. The results of such examinations shall be open to inspection by the General Chairman at any time. An apprentice who passes examinations A and B must serve 6 periods of 122 days each (Helper Apprentices 4 periods). An apprentice who passes examination A, but fails to pass examination B, must serve 7 periods of 122 days each (Helper Apprentices 5 periods), and an apprentice who fails to pass both examinations A and B must serve 8 periods of 122 days each (Helper Apprentices 6 periods). Except by mutual agreement no apprentice may take these examinations before completing the first two periods of his apprenticeship (1 period for helper apprentices), and in no case will examinations be accorded until all lessons are satisfactorily completed. No apprentice shall be entitled to take either examination more than two times, and he must wait 60 days before retaking either examination.

(c) Probationary Period - All apprentices shall be subject to a probationary period of 122 work days, during which they may be dropped at any time they are determined by the company to show insufficient aptitude or interest to learn the trade. Helper apprentices who are dropped from the program will be allowed to exercise their seniority. However, when an apprentice is dropped after the 61st day of the probationary period, 5 calendar days' notice will be given to the local chairman. Nothing in this paragraph shall be construed as prohibiting an apprentice from being dismissed or dropped from the apprenticeship program through the procedures of Rule 30 for cause, subsequent to the probationary period.

(d) Hours of Work - Apprentices may be assigned to the same hours, starting time, and work weeks to which mechanics are assigned at the facility in question, except that helper apprentices during the first two periods and regular apprentices during the first four periods of their apprenticeship

shall only be assigned to the first shift and the ratio of not more than one apprentice to three mechanics shall be applied on each shift unless otherwise agreed to by the local committee in individual cases. However, apprentices shall not be placed on the overtime call list; and they will be used for overtime work only when all available mechanics on the overtime call list have been called.

(e) On-the-Job Instruction - Apprentices shall work under the direction of a journeyman of the craft. Two apprentices shall not be directed to work together as partners. Apprentices will be trained at points which have adequate facilities for training.

(f) Technical Instruction - Each apprentice, including those upgrade, will receive and complete a course of instruction on the technical subjects related to his trade which shall include electrical theory, the national electrical code, and blue print reading, the cost of which shall be paid by the company. This related instruction may include classroom work at outside vocational or trade schools during other than regular working hours, or correspondence courses, or a combination of both. The total amount of related instruction will be at least 144 hours per year or equal in substance to the program currently in effect from the Railway Educational Bureau. The company will pay for the cost of any drawing instruments and supplies which will become the property of the apprentice upon satisfactory completion of technical training. If the training is terminated for any reason prior to completion, the drawing instruments and unused supplies shall be returned to the company in good condition or the cost may be deducted from the employee's wages due. When the Company determines that an apprentice has not maintained satisfactory progress on related technical training, he may be dropped from the apprenticeship program, which shall be handled in accordance with Rule 30 after the probationary period specified in paragraph (c) above. Progress in connection with the Railway Educational Bureau Program will not be considered satisfactory if the apprentice becomes more than two months behind in completing his lessons, or if the apprentice becomes more than three months behind in reworking lessons graded at less than 75%; but illness or other causes beyond the control of the apprentice will be taken into consideration. An apprentice dismissed from service solely because of unsatisfactory progress in technical training will be reinstated if he submits all lessons in arrears in satisfactory condition to the apprentice supervisor within 10 calendar days after his dismissal.

Upgraded

helpers shall be given the same technical training, the same examinations, shall serve the same number of days and be allowed the same retro activity towards acquiring an Electrician's seniority date as does the helper apprentice.

(g) Transfers - Apprentices who are not working in an upgraded mechanic's status may be required to transfer to any other facilities and locations away from their home point for the purpose of improving their training. When such a transfer is to a facility more than 30 miles from the apprentice's present facility, fifteen (15) calendar days' advance notice will be given, and the following special rules will apply (this does not include permanent transfers voluntarily made by the apprentice or temporary transfers allowed at the request of the apprentice and not required by management):

- (1) Transportation for the initial trip to the away-from-home point and for the final return trip for the transfer back to home point will be furnished by the Carrier or at the Carrier's option, the Carrier's authorized rate per mile will be paid for the round trip. In addition, for that round trip, the apprentice shall be allowed the straight time hourly rate of pay while traveling during the regular working hours of his work week, but time traveling outside his regular working hours and on rest days shall not be paid for.
- (2) At the time notice of transfer is given, the apprentice will also be advised as to whether he will be paid meal and lodging expense allowance under Rule 6(k) or whether he will be reimbursed for the actual necessary expenses of moving his household goods and the actual necessary traveling expenses of himself and the members of his family in making the transfer. If the transfer of the apprentice is for the purpose of attending a technical or manufacturer's school he shall be paid the hourly rate of his position for eight hours per work day, five work days per week, during such periods of assignment and the Rule 6(k) expenses.

(h) Apprentice Seniority - Apprentices who hold Electrician Helper's seniority will retain and continue to accumulate that seniority.

(i) Administration - The Company shall designate some particular person to supervise the apprenticeship program and the training program as outlined. Adequate records will be maintained as to the work experience, related instruction and progress of each Apprentice and will be made available for inspection to the General Chairman of the craft involved. These records for any apprentice may be destroyed 60 days after his certificate of completion has been issued. In the event an apprentice is not making satisfactory progress, the Carrier's representative referred to herein and the General Chairman of the craft involved, shall attempt to ascertain the cause and correct any deficiencies.

(j) Training Schedule - Apprentices will receive training and on-the-job experience in the below-listed aspects of their trade sufficient to enable them to perform their duties in an efficient and workmanlike manner, in accordance with a detailed program to be prepared and furnished to the General Chairman from time to time by the apprentice supervisor, and the response of the General Chairman will be given consideration with the view of upgrading the training programs. The work schedule of helper apprentices shall be the work schedule of regular apprentices, reduced proportionately. Insofar as practicable, on-the-job training and technical training will be on the same subject at the same time. It is recognized that because the facilities and work vary from point to point, the training schedule will vary accordingly in order to properly train the apprentice for the work he is most likely to be required to perform as a mechanic. These training schedules are not intended to change classification of work rules or jurisdictional practices.

1. Pole Line construction and tower construction:

Setting, guying, bracing and anchoring poles, climbing poles, hanging cross arm fixtures and brackets. Steel floodlight tower construction including welding; safety precautions: use and testing of rubber gloves, blankets, hoses, mats, hot sticks, etc.. First aid instructions, mouth-to-mouth resuscitation, cardiac compression. Pole top and tower rescue methods. Building transformer structures, installing transformers; splicing wires, sagging wires, soldering, taping, dead ending, etc.; cable work including splicing; tree trimming, use of tree climbing tools, working on a rope sling with taut line hitch, etc.

2. Primary circuits:

Location of conductors on cross arms; connecting primary circuits from line to transformer; neutral conductors; stringing and sagging conductors, vertical arrangement of conductors; tunnel work, including lighting, power and fan house maintenance; conduit work; bending, threading, connecting, strapping.

3. Secondary circuits:

Two conductor circuits; three conductor circuits; four conductor circuits - combination light and power; separate lighting and power circuits; neutral conductor interconnections; fusing secondary circuits; cable work; stringing, sagging, splicing, fanning out, sealing; installing and maintaining flood lights, florescent lights, snow-blowers, snow melting equipment, motors, rectifiers, etc.; conduit work; bending, connecting, threading, strapping, manhole work: installing fixtures, grounds, ducts, etc.; ground wire protection, types; locations, fastening; tunnel work, including lighting, power, and fan hours maintenance.

4. Inside and Outside Wiring:

Inside and outside wiring and electrical repairs to fixed generators, motors, electric space heaters, air conditioning units, power switch panels, circuit breaker panels, meter bases, fuse panels in office yards and buildings; electricians' work on cranes, hoists, turn tables, drop pit tables, escalators, installation, removal and repair of fixed generators, motors, transformers, track heaters, snow blowers, meter bases, switch boxes, fuses, and cut off panels, electric welding machines, electric controls and electric eyes.

(k) Apprentices in Service - Any apprentice who has started his apprenticeship training before the date of his agreement shall have the remainder of his training changed to conform as nearly as practicable to this agreement, and the over-all length of his training shall not exceed the time specified in paragraph (b) if it has not already done so. Any apprentices whose training is so altered, and who end their training on the same date, will be placed on the seniority roster in the same order as their standing in the training program, determined by the number of days complete on the date of this agreement.

(l) Completion of Apprenticeship - Upon completion of the apprenticeship training program under this agreement, the apprentice will be placed on the journeyman mechanics' roster of his craft. His seniority date shall be arrived at by counting back from the date following the date he completed the apprenticeship program, 976 working days for a regular apprentice, or 732 working days for a helper apprentice, but in both cases, less any days he may have been credited with as a result of experience credit, or of passing the written examinations. In counting back the 976 working days, or 732 working days, all the normal working days (5 days per week) at the point in question, which were available to be worked (whether he worked or not), plus his paid holidays and vacation with pay, shall be counted. However, the employees who entered military service or lost time due to National Guard or military reserve training or duty after having started an apprenticeship, shall omit time lost due to such military service in accordance with legal requirements of applicable veterans' reinstatement legislation. Time lost due to on-the-job injuries shall also be omitted. Application of this paragraph to apprentices who start their training before the date of this agreement shall not result in a seniority date earlier than the date following the date of this agreement. Tied seniority dates for such employees shall be resolved by ranking the employees in accordance with the last sentence of paragraph (k). The above provisions shall also apply to any upgraded helper. Upon completion of his apprenticeship the employee may, within five calendar days, displace any employee his junior whose position he is qualified to fill.

(m) Experience Credit - Any apprentice with previous experience or formal training applicable to his craft may, upon written request submitted to the apprentice supervisor before the end of the first 30 calendar days of the beginning of his apprenticeship, have such experience or training evaluated within thirty (30) days by the apprentice supervisor and the General Chairman of the craft involved. Experience may include all or part of the time spent as an electrician helper with the Carrier if the apprentice can convince both the apprentice supervisor and the General Chairman that he has the necessary training and experience. The apprentice supervisor shall after joint evaluation, advise the apprentice within sixty (60) days of the date of the apprentice's request, of any advance credit he will be granted. If after joint evaluation, the apprentice supervisor and the General Chairman are unable to agree on

granting of advanced credit, and the General Chairman confirms his position in writing, the apprentice will be advised that no advanced credit will be granted. Should the General Chairman fail to participate in the evaluation, or fail to submit his decision thereon to the apprentice supervisor within the ninety (90) days, the apprentice supervisor shall make the determination which shall be final. In no event shall such advanced credit result in establishment of a seniority date prior to the first date of actual employment with the Carrier.

(n) Ratio - The ratio of apprentices in each craft on the seniority district shall not be more than one (1) to three (3) mechanics, and shall be applied as nearly as possible at each point during force reductions. When the needs of the service require more apprentices, the matter shall be submitted to the General Chairman of the craft involved.

(o) General Apprenticeship Committees - A general committee on Apprenticeship is hereby established, composed of the General Chairman or his representative and a designated representative of management. These representatives may be changed at any time and may be designated as limited to handling certain subject matters. These committees shall have no formal organization and shall exist for the sole purpose of expediting the training program contemplated herein. Each committee shall meet at mutually convenient times on request of either party, and as often as necessary to handle affairs properly within its scope. The individual craft committees shall meet in joint session on matters of common concern. Any party requesting a meeting of the committee shall submit a written description of the matters he desires to discuss.

(p) Safety - All apprentices shall receive instructions on safety practices throughout the term of apprenticeship.

(q) Certificate - The following certificate shall be furnished to all apprentices upon completion of apprenticeship:

Certificate of Apprenticeship

This will certify that on _____, 19__, completed the course of apprenticeship prescribed for _____ and is entitled to the rate of pay and conditions of service of a mechanic in that craft.

Electrical Engineer

(r) Rates of Pay - The following rates of pay will prevail for all apprentices:

		RATE W/O COLA <u>04-01-83</u>	BASIC RATE WITH COLA <u>04-01-83</u>
(1)	<u>Regular Apprentices</u>		
	First 122-day period	per hour \$8.46	\$10.27
	Second 122-day period	per hour 8.53	10.34
	Third 122-day period	per hour 8.68	10.49
	Fourth 122-day period	per hour 8.81	10.62
	Fifth 122-day period	per hour 9.05	10.86
	Sixth 122-day period	per hour 9.21	11.02
(2)	<u>Helper Apprentice</u>		
	First 122-day period	per hour 9.34	11.15
	Second 122-day period	per hour 9.42	11.23
	Third 122-day period	per hour 9.52	11.33
	Fourth 122-day period	per hour 9.68	11.49

Additional periods served shall be paid at the last rate indicated.

(s) An apprentice who is given credit for previous experience or passes one or more of the written examinations, shall automatically be advanced to the appropriate rate of pay in accord with the number of periods of apprenticeship training still to be served.

SPECIAL RULES

ALLOUEZ ORE DOCKS AND TACONITE FACILITY

Rule 55. SCOPE

This section of the agreement will apply to employees performing the work of maintaining, repairing and inspecting electrical machinery and equipment; wiring inside and outside of buildings; and all other work generally recognized as electricians' work on the Allouez Ore Docks and taconite facility.

Rule 56. SENIORITY ROSTERS

(a) Except as otherwise provided in this Agreement, seniority of employees under this section shall be limited to the ore docks and taconite facility at Allouez, Wisconsin, and separate seniority rosters will be maintained as follows:

Roster	Position Covered
1.	Electricians
2.	Electrician Helpers
3.	Electrician Apprentices (temporary only during training period)

(b) An Electrician who holds a helper's date, will continue to retain and accumulate such helper's date, unless account of reduction in force, such Electrician refuses to accept employment as helper when such seniority would entitle him to work, he then will forfeit his helper's rights, but will retain his mechanic's date in accordance with the reduction in force rules.

(c) Electricians working at the Allouez Docks and taconite facility who hold seniority on the system Engineering Department seniority roster may retain such seniority. However, such employees must exhaust their rights at the Allouez Docks and taconite facility before exercising their seniority on the system roster' and they must return to the Allouez Docks and taconite facility whenever regular assignments are available to them unless it would involve a change in residence.

SPECIAL RULES

ST. PAUL GENERAL OFFICE BUILDING

Rule 57. SCOPE

This section of the Agreement will apply to all Assistant Chief Engineers, Electrical Foreman, Substation Motor Attendants, Building Electricians, Elevator Mechanics, Relief Substation Motor Attendants and Helpers and Electricians' Helpers employed in the General Office Building, St.. Paul, Minnesota.

Rule 58. SENIORITY ROSTERS

(a) Seniority of employees covered by these Rules 57 through 60 will be confined to the St.. Paul General Office and joint Power Plant.

(b) Seniority begins at the time an employee's pay starts in the seniority class in which employed, except that any employee who has established seniority under this Agreement performing temporary service in another seniority class will not establish seniority in that class by reason of such temporary service. An employee who establishes seniority in any class under this rule will also establish the same seniority date in all lower classes in which he has not already established a seniority date.

Note: The term "temporary service is another seniority class" as herein used means service which is performed on a position which is not subject to bulletin; or service performed on a bulletined position pending assignment thereto by bulletin, provided, however, that if an employee performs service on a position that is under bulletin and is awarded such position, his seniority date in such other seniority class will date from the date of the commencement of his last continuous service on such position.

(c) The seniority of the classes of the employees covered by this Agreement is as follows:

Class 1	Electrical Foreman
Class 1-A	Assistant Chief Engineers
Class 2-A	Substation Motor Attendants
Class 2-B	Building Electricians
Class 3	Elevator Mechanics

Class 4 Helper Relief Substation Motor Attendants
Class 5 Electrician Helper

(d) Class 1 shall be the ranking class for bidding purposes. The position of foreman shall be appointive and not subject to bulletin.

Rule 59. EMPLOYMENT CLASSIFICATIONS

(a) Assistant Chief Engineer's work shall consist of supervising and directing the work of the other employees, and to perform the work of maintenance and repairs on elevators, pumps, air compressors, heating plant controls, water and ventilating systems, power plant work, and other similar work including machine work incident to the performance of the work herein specified.

(b) Electrical foreman's work shall consist of supervising the work of electricians, electricians' helpers, and such other employees as may be designated by the Carrier. He may also perform work of the craft.

(c) Substation motor attendant's work shall consist of maintaining, repairing and operating motors and generators and necessary care of switchboards and other apparatus associated therewith, also work on elevators, water distribution and ventilating systems and other similar work.

(d) Building electrician's work shall consist of installing, removing, maintaining, replacing, and repairing all lights, lighting fixtures, wires, cables, air-conditioning equipment, power service units, conduit, and associated work.

(e) Elevator mechanic's work shall consist of maintenance and repair of elevators, pumps, air compressors, heating plant controls, water and ventilating systems, power plant work, arc and gas welding, and other similar work including the machine work incident to the performance of work herein specified.

(f) Helper relief substation motor attendant's work shall consist of helping on work covered by this Agreement and to relieve substation motor attendants on rest days.

(g) Electrician helper's work shall consist of assisting the building electricians and the electrical foreman in the performance of their duties.

Rule 60. MONTHLY RATES

The rates of employees in the St. Paul General Office Building are based on 174-2/3 (175-1/3 effective January 1, 1973) hours per calendar month any service performed before or after the usual hours of the working day on the five (5) full working days of the week, on holidays, or on the assigned rest days shall be compensated for under Rule 3 or 4 as applicable.

Rule 61. RATES OF PAY

The rates of pay shall be those set out in the current rate sheets in Appendix "A". The rates in Appendix "A" and the differentials provided for in various rules of this Agreement shall be effective on the date indicated on Appendix "A" wherever they are higher than rates or differentials under existing Schedule Agreements.

Rule 62. ELECTRICIAN FOREMEN

Electrical crew foremen, Allouez Ore Dock Electrical foreman and St. Paul General Office Building Electrical foreman will not be subject to Rules 12, 22, 27, 30, 31; but they will be subject to the other rules, including the Union Shop Agreement.

Rule 63. EFFECTIVE DATE AND CHANGES

(a) This Agreement shall be effective April 1, 1983, and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.

(b) This Agreement supersedes all previous and existing agreements, understandings and interpretations which are in conflict with this Agreement covering employees of the former Great Northern Railway Company; the former Northern Pacific Railway Company; the former Chicago, Burlington & Quincy Railroad Company; the former Pacific Coast Railroad Company; St. Louis-San Francisco Railway Company; and the former Spokane, Portland & Seattle Railway Company of the craft or class now represented by the organizations party to this Agreement. (This paragraph refers to agreements, understandings and interpretation which were in effect prior to April 1, 1970.)

(c) It is the intent of this Agreement to preserve preexisting rights accruing to employes covered by the Agreements as they existed under similar rules in effect on the CB&Q, NP, GN, SP&S and Frisco railroads prior to the dates of the individual mergers; and shall not operate to extend jurisdiction or Scope Rule coverage to agreements between another organization and one or more of the merging Carriers which were in effect prior to the date of merger.

(d) Nothing in this Agreement is intended to supersede the benefits, rights and obligations of the parties under the September 25, 1964 National Agreement, as amended, the Merger Protective Agreement of December 29, 1967, the Merger Implementing Agreement No. 1 of April 1, 1970, and the Merger Protective Agreement and Implementing Agreement No. 1 signed on January 26, 1981.

(e) Nothing in this Agreement shall be construed to require employment of employes in all of the job classifications provided for in these rules. However, this is not intended to allow the combining of the separate seniority classifications of Rule 47.

(f) Nothing in this Agreement shall be construed to prevent the assignment of more than one employe of the same job classification to the same district whether they are on the same or different shifts.

(g) Assignments which are established for the purpose of a single project such as a "major installation" will not be construed as a transfer of work or employes resulting in moving and real estate benefits described in the Merger Protective Agreement dated December 29, 1967 and Implementing Agreement No. 1 dated May 18, 1970, or in the National Job Stabilization Agreement of September 25, 1964, as amended.

(h) In printing this Agreement to include applicable parts of the several nationally negotiated agreements and other memoranda, it is not the intention 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.

APPENDIX "A"

Communications and Electricians Rate Sheet

(This rate sheet does not include differentials which are based on a set amount per hour above the basic rate unless so indicated)

	RATE W/O COLA 04-01-83	BASIC RATE WITH COLA 04-01-83
Rule 48.		
(a) Electronic Technician.....	\$2,319.02	\$2,704.55
Class 1 (monthly).....	10.89	12.70
(b) Communication Technician.....	2,314.15	2,699.68
Class 1-A (monthly).....	10.86	12.67
(c) Radio Technician.....	2,319.02	2,704.55
Class 1-B (monthly).....	10.89	12.70
(d) Working Foreman.....	2,419.02	2,804.55
Class 1 (monthly).....	11.36	13.17
(e) Shop Foreman.....	2,419.02	2,804.55
Class 1-A (monthly).....	11.36	13.17
(f) Radio Shop Foreman.....	2,419.02	2,804.55
Class 1-B (monthly).....	11.36	13.17
(g) Cable Splicer.....	2,314.15	2,699.68
Class 1-C (monthly).....	10.86	12.67
(h) Shop Equipment Repairman		
Class 1-D (hourly).....	10.86	12.67
(i) District Lineman.....	2,282.98	2,668.51
Class 2 (monthly).....	10.72	12.53
(j) Assistant District Lineman.....	1,969.93	2,288.49
Class 4-B (monthly).....	90.57	105.22
(k) Crew Foreman.....	2,314.04	2,699.57
Class 3 (monthly).....	10.86	12.67
(l) Assistant Crew Foreman		
Class 4 (hourly).....	10.89	12.70

	RATE W/O COLA 04-01-83	BASIC RATE WITH COLA 04-01-83
(m) Crew Lineman Class 5 (hourly)	10.72	12.53
(n) Ground man Class 6		
(hourly) (1st 255 days)	9.18	10.99
(hourly) (after 255 days)	9.50	11.31

Rule 49.

(a) Crew Lineman Class 5 Apprentice		
1st Period, 125 compensated days	9.89	11.70
2nd Period, 130 compensated days	10.19	12.00
(b) Assistant Crew Foreman Class 4 Apprentice		
1st Period, 45 compensated days	10.77	12.58
2nd Period, 45 compensated days	10.87	12.68
(c) District Lineman Class 2 Apprentice		
1st Period, 45 compensated days	10.77	12.58
2nd Period, 45 compensated days	10.87	12.68
(d) Cable Splicer Class 1-C Apprentice		
1st Period, 125 compensated days	10.77	12.58
2nd Period, 130 compensated days	10.87	12.68
(e) Electronic Technician Class 1 Apprentice		
1st Period, 218 compensated days	10.77	12.58
2nd Period, 218 compensated days	10.87	12.68
3rd Period, 218 compensated days	11.02	12.83

RATE W/O COLA 04-01-83	BASIC RATE WITH COLA 04-01-83
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Rule 50.

Traveling Electrical Crew Foreman..... (monthly).....	2,376.77 11.16	2,762.30 12.97
System, Division Electrician Wireman and Journeyman Electrician Wireman..... (mo)	2,276.77 10.69	2,662.30 12.50
Traveling Leading Electrician..... (hourly).....	2,326.77 10.92	2,712.30 12.73
Electrician Helpers - 1st 306 days (hourly).....	9.18	10.99
2nd 306 days (hourly).....	9.29	11.10
Traveling Electrician Helper Apprentices 1st Period of 122 days (hourly).....	9.34	11.15
2nd Period of 122 days (hourly).....	9.42	11.23
3rd Period of 122 days (hourly)	9.52	11.33
4th Period of 122 days (hourly).....	9.68	11.49

Rule 55.

Electricians.....	10.86	12.67
Electrician Helpers - 1st 306 days (hourly).....	9.18	10.99
2nd 306 days (hourly).....	9.29	11.10
(1) <u>Regular Apprentices</u>		
First 122-day period per hour	8.46	10.27
Second 122-day period per hour	8.53	10.34
Third 122-day period per hour	8.68	10.49
Fourth 122-day period per hour	8.81	10.62

		RATE W/O COLA 04-01-83	BASIC RATE WITH COLA 04-01-83	
	Fifth 122-day period	per hour	9.05	10.86
	Sixth 122-day period	per hour	9.21	11.02
(2)	<u>Helper Apprentice</u>			
	First 122-day period	per hour	9.34	11.15
	Second 122-day period	per hour	9.42	11.23
	Third 122-day period	per hour	9.52	11.33
	Fourth 122-day period	per hour	9.68	11.49

Rule 59.

(a)	Assistant Chief Engineer (monthly).....	1,974.01 11.22	2,292.57 13.03
(b)	Electrical Foreman (monthly).....	2,101.07 11.94	2,419.63 13.75
(c)	Substation Motor Attendant (monthly).....	1,927.03 10.95	2,245.59 12.76
(d)	Building Electricians (daily).....	89.47	103.95
(f)	Helper Relief Substation Motor Attendant (monthly).....	1,715.69 9.75	2,034.25 11.56
(g)	Electrical Helper (daily).....	74.47	88.95

Former NP Rule 20 Rates:

Communications Maintainer (monthly).....	2,314.15 10.86	2,699.68 12.67
Communications Lineman (monthly).....	2,282.98 10.72	2,668.51 12.53
Crew Foreman(monthly).....	2,306.63 10.83	2,692.16 12.64

APPENDIX "B-1 and B-2"

Communications Department

Bulletin No. _____ Date _____

Vacancies: (Bulletin closes _____)

Temporary vacancy Shop Equipment Repairman St. Paul

Communication Shop. Rate \$ _____ per hour. (Incumbent J. A. Johnson.)

Permanent vacancy Crew Lineman Class 5 position Crew CC-3, headquarters Minneapolis, Minnesota. Rate \$ _____ per hour. (Vacated by P. W. Jones.)

Assignments:

A. B. Jones assigned temporary vacancy District Lineman, Fargo, North Dakota. (Bulletin #17.)

W. Z. Thorpe assigned Crew Lineman vacancy Crew CC-2, headquarters Grand Forks, North Dakota. (Bulletin #17.)

M. T. Soutl assigned Cable Splicer Trainee. (Bulletin #18.)

Notices:

G. D. Merced assigned date of June 27, 1973 on Class 1A Seniority Roster.

Please file applications in accordance with Schedule Rule 27 by the above indicated date with the undersigned.

Name

(Title)

(Address)

cc: General Chairman

APPENDIX “C”

NONOPERATING (IBEW) NATIONAL VACATION AGREEMENTS (Effective 1/1/83)

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 40 1965., September 27, 1967. September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 6, 1978 and December 11, 1981, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

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 1982, 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 eight (8) 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 eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, 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 seventeen (17) 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 seventeen (17) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) 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-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 or service; and a maximum of thirty (30) such days for an employee 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 calendar year or 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.

(l) 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 Article III - Vacations - Section 1 of Agreements of 10-7-71, 2-11-72 and 5-12-72)

2. (Not applicable to the employees covered by this agreement.)

3. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding, or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

(From Section 3 of 12/17/41 Agreement)

An employee's vacation period will not be extended by reason of any of the eleven recognized holidays New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas and New Year's Eve Day or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Such Section 3 is further amended to change the references to "eleven recognized holidays.

(From Article III - Vacations - Section 3 of Agreements of 10-7-71, 2-11-72, 5-12-72, 1-1-73, 12-4-75, and 12-11-81)

4.(a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirement of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacation.

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 vacation to take vacation 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)

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 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 requirement 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)

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)

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(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 piecework 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)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance 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 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 1. 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 of his estate, in that order of preference.

(From Article IV - Vacation - Section 2 of 8-19-60 Agreement)

9. Vacations shall not be accumulated or carried over from one vacation year to another.

(From Section 9 of 12/17/41 Agreement)

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.

(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)

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)

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 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)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacation 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 understandings shall not be inconsistent with this agreement.

(From Section 13 of 12/17/41 Agreement)

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 Carrier's 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. Interpretation 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--12/17/41 Agreement)

15. Except as otherwise provided herein this agreement shall be effective as of January 19 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 Article III - Vacations - Section 2 of Agreements of 10-7-71, 2-11-72 and 5-12-72)

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(From Article I - Vacations - Section 6 of 8-21-54 Agreement)

(Signatures not reproduced)

APPENDIX "D"

**NONOPERATING (SHOP CRAFTS) NATIONAL
HOLIDAY PROVISIONS
(Effective 1-1-83)**

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 21, 1964, February 4, 1965, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 4, 1975 and December 11, 1981, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

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	Christmas Eve Day (the
Washington's Birthday	day before Christmas
Good Friday	is observed)
Memorial Day	Christmas
Fourth of July	New Year's Eve Day (the
Labor Day	day before New Year's
Thanksgiving Day	Day is observed)
Day after Thanksgiving Day	

(Article II - Holidays - Sections 1(a) and 2(a), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight

hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rate hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, 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, noncompliance with a union shop agreement, or disapproval of application for employment.

(d) 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.

(Article II - Holidays - Section 1, 9-2-69 Agreement)

Section 2 (a).

Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

Section 2(b).

All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and the sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2 (a) shall receive a corresponding adjustment.

(Article II - Holidays - Section 2(a) and 2(b) of 8-21-54 Agreement)

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964 and 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 November 21, 1964 and 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.

Effective January 1, 1973, the monthly rates 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.

(Article II - Holidays - Sections 1(d) and 2(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

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 regularly 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.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day 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 the purposes of Section 1, other than regularly assigned 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 requirement respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

(Article II - Holidays - Section 2, 9-2-69 Agreement)

Section 4.

Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

(Article II - Holidays - Sections 1(b) and 2(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 5.

(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, Day after Thanksgiving Day, Christmas Eve Day and to New Year's Eve Day in the same manner as to other holidays listed or referred to therein.

(Article II - Holidays - Section 2(b), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

(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 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.

(Article II - Holidays - Section 1(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 6.

(Eliminated by Article II - Holidays - Section 1(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 7.

When any of the eleven 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 of 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 requirement 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.

(Article II - Holidays - Sections 1(e) and (c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 8.

(a) The holiday pay qualification for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(b) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment-act required by any local rule, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

(c) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(d) Except as specifically provided in paragraph (c) above, 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 the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

(e) Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

Note: See Section 8(a) above.

Article II, Section 3 of the Agreement of August 21, 1954, as such Section has been amended, is further amended by addition of the following:

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "workday" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirement applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(Article IV - Holidays - 12-11-81)

APPENDIX "E"

UNION SHOP AGREEMENT

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this 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 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.

On BN property, the Union Shop Agreement is amended to provide:

1. Any employee who was promoted to an official, supervisory, or excepted position prior to January 26, 1981 may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement so long as he pays the currently applicable membership dues to the organization. If such an employee elects not to pay dues to retain his seniority and thirty (30) days written notice thereof is given to the Vice President of Labor Relations by the duly authorized representative of the organization party to this agreement with a

copy to the employee involved, that employee shall cease to accumulate seniority in the craft or class represented by the organization party to this agreement and on each subsequent annual issuance of the seniority roster, the employee's seniority date will move forward one (1) full year.

2. Any employee who is promoted to an official, supervisory or excepted position subsequent to January 26, 1981 may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement so long as he pays the currently applicable membership dues to the organization. If such an employee elects not to pay dues to retain his seniority and thirty (30) days written notice thereof is given to the Vice President of Labor Relations by the duly authorized representative of the organization party to this agreement with a copy to the employee involved, that employee's seniority in the craft or class represented by the organization party to this agreement shall be terminated and his name will be dropped from the seniority roster.

3. In the event an employee who has exercised the option to pay dues and is not delinquent in his dues payments is subsequently relieved from such position by the carrier (other than through dismissal for cause), he shall be entitled to displace an employee as per Rule 14(c) of the Mechanical Schedule Agreement and Rule 25(e) of the C&E Schedule Agreement. In the event such an employee voluntarily demotes himself from his promoted position, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy.

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 or absence or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 or this agreement as 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 employes 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 employe shall, upon resumption or employment, be considered as new employes for the purposes of applying this agreement.

(c) Employes 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 employes 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) Employes 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 employes 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 penalties) 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 employes in the same statue at the same time in the same organizational unit.

Section 5.

(a) Each employe covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such 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 employe 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 individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, as notify the employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe 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 Mall, 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 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 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 properly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision of 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

employee 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 agreement the organization of the employee 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 employee 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 employee 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. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee 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 employee's position is not sustained, such fees, salary and expense shall be borne in equal shares by the carrier, the organization and the employee.

(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 a carrier and the organization 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 representative 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.

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe 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 date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe 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 craft or class shall be terminated, no liability against the carrier in favor of the organization or other employe base upon an alleged violation, misapplication or noncompliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 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 periods, 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 carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or noncompliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe'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 employe based upon an alleged violation, misapplication or noncompliance 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 such carrier acts in collusion with any employe; Provided further that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employe whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9.

An employe whose employment is terminated as a result of noncompliance with the provisions of this agreement shall be regarded as having terminated his employe relationship for vacation purposes.

Section 10.

(a) The Carrier party to this agreement shall periodically deduct from the wages of employes subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a

condition of acquiring or retaining membership in such organization, and shall pay the amount as deducted to such officer of the organization as the organization shall designate Provided, however, that the requirement 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 February 16, 1953, 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 between the Chicago, Burlington & Quincy Railroad Company and those employees represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILL., THIS FIFTEENTH DAY OF JANUARY, 1953.

(Signatures not reproduced)

APPENDIX "F"

DUES DEDUCTION AGREEMENT

(From Agreement BN 4-20-70)

1. In accordance with and subject to the terms and conditions hereafter set forth, effective September 1, 1970, the Carrier will withhold and deduct from wages due to employee-members, amounts equal to periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required by and payable to the Organization as a condition of membership in the Organization.

2. No such deduction shall be made except from the wages of an employee-member who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Revocations of said assignments shall be in the tenor and form of "Wage Assignment Revocations" set forth in Attachment "A" hereto attached. The authorization and revocation forms shall be reproduced and furnished to its members by the Organization and the Organization shall assume full responsibility for the procurement of the execution and for delivery to the Carrier of said wage assignments. Said wage assignments shall be delivered to the Carrier (in triplicate) with and in support of the deduction lists provided for in Section 3 of this Agreement.

3. The Organization will forward to the designated Carrier official an initial certified deduction list (in triplicate) which shall be submitted not less than thirty days in advance of the month in which the first dues deductions will be made under this agreement. It is understood further that such deduction lists shall not be subject to change more often than twice during any calendar year, and then only after not less than thirty days' advance notice.

4. The initial listing must show the payroll number (to be secured from the Employing Officer), employees' names in alphabetical order, Social Security number, employee number, amount of deduction, Lodge number, Treasurer name and address (street, city, state and zip code number).

Payroll deductions, as so authorized, will be made monthly by the Carrier from wages to be paid employee-members shown on said list for the first full payroll period in each such calendar month. The Carrier reserves the right to change the payroll period in which said deductions will be

made, and the tenor, form, detail and number of copies required of the deduction lists, by giving to the Organization thirty days' advance notice thereof.

5. An individual wage assignment or revocation of a wage assignment to be effective for a particular month must be in the possession of the designated officer of the Carrier not later than the date established for receipt by him or the regular monthly deduction list, provided for in Section 3 hereof, for that particular month. The Carrier shall have the right to refuse to accept or act upon any assignment or revocation of assignment which is illegible, or which is not fully or properly executed, or which fails to identify the signer adequately.

6. Errors in the deduction list provided for in Section 3 are to be corrected by the Organization by adjustment included in the subsequent regular monthly deduction list furnished by the Organization to the Carrier. If any question arises as to the correctness of the amount to be deducted as shown on the deduction list, the employe-member involved will handle and adjust such matters direct with the Organization.

7. The Carrier will forward to the secretary-treasurer of the local division of the Organization, on or before the 5th day of the month, a check or voucher for the total amount of said deductions made during the previous month, together with a statement showing the changes, if any, in the list submitted by the Organization for said calendar month.

8. Payroll deductions will be made by the Carrier on only one payroll per month designated by the Carrier. If earnings of an employe-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made and the Carrier will not be responsible therefor. The following payroll deductions shall have priority over deductions covered by this agreement:

Federal, State and Municipal taxes.

Premiums on any life insurance, hospitalization-surgical insurance, group accident and health insurance, and group annuities.

Other deductions required by law, such as garnishments and attachments.

Amounts due for supplies, telephone charges, etc., furnished by the Carrier.

9. Responsibility of the Carrier under this agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employe-members pursuant to this agreement, and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Insofar as permitted by law, any question arising as to the correctness of the amount deducted shall be handled between the employe-member involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled and adjusted by the Organization on behalf of the employe-member concerned.

10. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employe; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

11. Nothing herein contained shall be construed to: (a) obligate or require any employe or employe-member to execute any wage assignment provided for herein, or (b) prohibit or restrict any employe or employe-member from revoking at any time any such wage assignment therefore executed.

12. In the event the Organization ceases to represent the craft or class of employes to which employe-members belong, then all obligations of Carrier herein specified with respect to making deductions from the wages of such employe-members shall be and become terminated, void and of no effect whatsoever.

13. In the event Section 2, Eleventh, of the Railway Labor Act or any of its provisions, for any reason is declared unconstitutional or otherwise invalid, by a court of competent jurisdiction, then, in such event this agreement shall forthwith be and become terminated, void and of no effect whatsoever.

(Signatures not reproduced)

WAGE ASSIGNMENT

TO BURLINGTON NORTHERN RAILROAD COMPANY (the "Carrier"):

I hereby assign to the _____

that part of my wages necessary to pay my monthly union dues, assessments, and (if owing by me) an initiation fee (but not including fines and penalties), as reported to the Carrier by the secretary-treasurer of my local organization division or other authorized representative of the organization, in monthly deduction lists certified by him, as provided in the "Dues Check-Off Agreement" entered into by the Organization and the Carrier, the terms and provisions of which I am familiar with, acquiesce in and approve, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them to the secretary-treasurer of my local organization division or other authorized representative of the organization in accordance with said Dues Check-Off Agreement.

I hereby reserve the right to revoke this authorization at any time at my discretion by furnishing a properly executed "wage assignment revocation" to the Burlington Northern Railroad not less than thirty days prior to the calendar month in which the revocation is to become effective, as contemplated by the terms of the "Dues Check-Off Agreement".

I understand that this authorization will automatically terminate in the event that any organization other than the

_____ is certified by the National Mediation Board as the Representative of any craft or class in which I hold seniority.

I hereby agree to indemnify and save harmless the Burlington Northern Railroad Company from all liability arising or incurred as a result of this assignment of wages.

ORGANIZATION LOCAL UNION No. _____
OCCUPATION _____
EMPLOYEE NUMBER _____
OPERATING DIVISION OR DEPARTMENT _____
SOCIAL SECURITY NUMBER _____
DATE _____
SIGNATURE _____
STREET _____
CITY _____

WAGE ASSIGNMENT REVOCATION

TO BURLINGTON NORTHERN RAILROAD COMPANY:

Effective _____, I hereby revoke the wage assignment now in effect assigning to the

_____ that part of my wages necessary to pay ~y monthly dues, assessments, and initiation fees, now being withheld pursuant to the Dues Check-Off Agreement between the Organization and the Burlington Northern Railroad Company, and I hereby cancel the wage assignment now in effect authorizing the Burlington Northern Railroad Company to deduct such monthly union dues, assessments and initiation fees from my wages.

ORGANIZATION LOCAL UNION No. _____
OCCUPATION _____
EMPLOYEE NUMBER _____
OPERATING DIVISION OR DEPARTMENT _____
SOCIAL SECURITY NUMBER _____
DATE _____
SIGNATURE _____
STREET _____
CITY _____

APPENDIX "G-1"

**NATIONAL MEDIATION AGREEMENT OF
SEPTEMBER 25, 1964**

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 Carrier's Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway Employees' 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 conditions 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 reduction in forces due to seasonal requirement, 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 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 Chairmen 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 representative, 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 continued 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 as long as he is unable in the normal exercise of his seniority rights under existing agreement, 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 agree-

ment 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 for 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, 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 percent (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 employed by his 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. and less than 3 yrs.	12 months
3 yrs. and less than 5 yrs.	18 months
5 yrs. and less than 10 yrs.	36 months
10 yrs. and less than 15 yrs.	48 months
15 yrs. and over	60 months

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 this 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.

(c) An employee shall be regarded 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 or 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 requirement 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.

(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 reasonable 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 re-employed and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such re-employment 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 reduced 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 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:

Length of Service	Separation Allowance
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

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 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 travel 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 as 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 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 1088 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

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 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 operation for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his piece 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 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 lose to the extent of the fair value of any equity be 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 lose 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 lose 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 lose sustained in its sale, the lose under a contract for purchase, lose 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 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 herein after provided.

Section 12.

Any dispute with respect to the interpretation or application of the foregoing provisions of Section 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 -- 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 employees 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 a week for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, 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. OUTLINE 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 as, 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 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. COUPLING, INSPECTION AND TESTING

In yards or terminals where car men in the service of the carrier operating or servicing the train 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 car men.

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 "double-over" 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 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 till 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 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 if 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 noticed 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 the 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 herein above 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 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 Submission 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;
- (b) 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 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 decision made by it.

Section 18. Payment of Compensation

The parties hereto will assume the compensation, travel expense 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 locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII, prior to January 1, 1966.

ARTICLE IX. COURT APPROVAL

This agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

Signed at Washington, D.C., This 25th Day of September, 1964.

(Signatures Not Reproduced)

APPENDIX "G-2"

CB&Q LABOR AGREEMENT NO. 75-69

DATED DECEMBER 12, 1969

MEMORANDUM OF AGREEMENT

This Agreement made this 7th day of December, 1969, by and between the Chicago, Burlington and Quincy Railroad Company and its employees (including communications and system electricians, and system steam fitters) represented by the Shop Craft Organizations signatory hereto comprising System Federation No. 95 of the Railway Employees Department, AFL-CIO.

IT IS AGREED:

ARTICLE I. SUBCONTRACTING

Section 1.

As of the effective date of this Agreement, Article II-Subcontracting--of National Mediation Agreement A-7030 dated September 25, 1964 is hereby abrogated insofar as its application to the parties to this agreement.

Section 2.

Work set forth in the classification of work rules of the crafts parties to this agreement or work generally recognized as work of the crafts as referred to therein will not be subcontracted except in accordance with the terms of this agreement. The purchase of new modern equipment including technological changes in such equipment will not remove the repair of such equipment from the classification of work rules. It is understood that the word "subcontracted" includes unit exchange (trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts).

Section 3.

Subcontracting of work including unit exchange referred to in Section 2 of this Article I will be permitted only under the following conditions:

(a) When 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. In determining wage costs for performing the work on the property under this criterion, the following formula will be used:

Estimated number of hours to perform the work multiplied by the rate of pay of employees to be used, plus fringe benefits and 50% for shop overhead and supervision.

The following items comprise the fringe benefit cost:

Vacations	6.75%
Holidays	4.88%
Railroad Retirement Taxes and RUIA	17.79%
Supplemental Annuities	1.33%
Hospital-surgical-medical and life insurance.	8.30%
	<u>39.05%</u>

The percentage of labor cost attributed to fringe benefits is subject to adjustment as a result of changes in the cost of such benefits or the addition of other benefits which might be negotiated.

(b) Skilled manpower is not available on the property from active or furloughed employees. This criterion will not be used by the Carrier if employees are furloughed and the Carrier can make available the necessary employees to perform the work by recalling furloughed employees at the point, by hiring additional employees, or offering furloughed employees from other locations to transfer to the point where the work would be performed. In requesting furloughed employees to transfer from one location to another, seniority will govern.

(c) Essential equipment is not available on the property. Machinery and facilities will be considered available on the property if the Carrier owns such machinery and facilities on the date of this agreement, and 1, the machinery is of sufficient capacity or design to perform the work. Disposition of facilities or machinery, or failure to replace machinery that becomes inoperative or outdated cannot be used as a reason for subcontracting work.

When the volume of work of a particular type increases to a level where it would be economical to secure the proper equipment or machinery for performance of the work, failure of the carrier to acquire such equipment or machinery cannot be used as a reason for subcontracting.

(d). The required time of completion of the work cannot be met with the skills, personnel or equipment available on the property. In determining whether or not the time of completion of the work can be met by having the work performed on the property, the parties will jointly consider working employees on an overtime basis, rescheduling vacations of employees and establishing another shift by recalling furloughed employees or hiring additional employees. It is recognized, however, that initiation of these steps might result in increased cost for performance of the work which must be taken into consideration in asking a determination as to whether or not the work should be performed on the property.

Section 4.

(a) If the carrier decides to subcontract work (except for minor repairs and in emergency situations) in accordance with this agreement, it will give the general Chairman of the craft or crafts involved notice of its intention, which will include the reasons therefor, and will furnish the following data where applicable to the particular transaction:

(1) Subcontractor's bid broken down into man hours, labor charges, shop overhead, material costs and specific work to be performed.

(2) Blueprints, drawings, sketches, specifications, manufacturer's model number and any other information which will properly describe or identify the job, equipment, parts, or units involved in the particular transaction.

(3) Purchase agreements containing warranties and guarantees, return exchange option or rights, reciprocal agreements with manufacturers, and other rail carriers dealing with leasing or exchange of locomotives, cars, equipment, communication and electrical equipment.

(4) Carrier's purchase orders with specifications and cost of labor and materials.

(5) Information relative to estimated completion date and actual date completed by Contractor.

(6) True copy of invoices received from the subcontractor relative to the transaction, showing hours, labor charges and material costs.

(7) List of special machinery, tools, gauges and any other technical devices needed to perform the work involved in the transaction.

(b) If requested, the Carrier will also furnish the General Chairman of the craft or crafts involved the above data, where applicable, in transactions involving minor repairs and emergency situations where no advance notice is required.

(c) The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the Carrier's notice to subcontract work of any desire to discuss the involved transaction and a conference will be arranged to discuss such transaction within ten days from the date the General Chairman or his representative notifies the Carrier of his desire to discuss the matter. If the parties are unable to reach an agreement at such conference the carrier may nevertheless proceed to subcontract the work and the organization may process the dispute to a conclusion as hereinafter provided.

(d) If the General Chairman or his designated representative requests data in transactions involving minor repairs and emergency situations where no advance notice has been given, he will notify the Carrier within ten days from the postmarked date of the Carrier's letter furnishing such data of any desire to discuss the matter and a conference will be arranged within ten days from such notification. Any dispute as to whether the transaction involved minor repairs or an emergency situation may be processed to a conclusion as hereinafter provided.

(e) The term "minor transaction" as used herein is interpreted to mean an item or repair requiring eight (8) mar hours or less to perform, and which occurs at a location where mechanics of the craft involved and/or spare units or parts are not available or cannot be made available within a reasonable time to make the repair; or where, because of time or expense, the equipment cannot be sent to another shop operated by the Carrier for repair.

(f) "Emergency" is defined to mean:

"An unforeseen combination of circumstances or the resulting state which calls for prompt or immediate action involving safety of the public, employees and Carrier's property or avoidance of unnecessary delay to Carrier's operations."

Section 5.

While the Carrier reserves the right to purchase new equipment and component parts, it recognizes the employees' interest and concern about the manufacturing of certain parts which is presently being performed for the Carrier by outside firms. Therefore, if the Carrier has component parts manufactured in accordance with its specifications, such work will be considered subcontracting and will be subject to the terms of this agreement provided it is work covered by the classification of work rules or is generally recognized as work of a craft party to this agreement.

ARTICLE II. RESOLUTION OF DISPUTES

Disputes arising out of application of Article II-subcontracting--of the September 25, 1964 National Agreement which have not been submitted to Special Board of Adjustment No. 570 as of the date of this agreement are hereby withdrawn. Disputes arising out of application of this agreement will be handled in accordance with Article VI of Mediation Agreement A-7030 as hereinafter modified provided the signatories to that agreement concur in Special Board of Adjustment No. 570 assuming jurisdiction over such disputes. The parties to this agreement will jointly request that such Board be granted jurisdiction over any disputes arising hereunder.

(a) **Time limit on claims.** All claims involving subcontracting of work must be filed in behalf of named claimants with the Carrier's highest officer designated to handle claims and grievances within sixty (60) days of the conference held in accordance with Article I, Section 4, of this agreement. If the claim is to be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the-representative of the Organization in writing the reasons for such disallowance. If the Organization representative desires to further progress the claim he may do as by submitting the dispute within nine (9) months of its disallowance to Special Board of Adjustment No. 570 created pursuant to Article VI of Mediation Agreement A-7030. It is understood that the parties may, by agreement, in any particular case, extend the time limits specified herein.

(b) **Filing of submissions with the Board.** The fifteen-day time limit for filing submissions with Special Board Adjustment No. 570 as provided in Article VI, Section 10, of Mediation Agreement A-7030 is hereby changed to thirty (30) days.

(c) **Remedy.** Article VI, Section 14, of Mediation Agreement A-7030 is hereby abrogated and the following provisions is substituted therefor:

If Special Board of Adjustment No. 570 decides in a particular dispute that the Carrier failed to give notice in accordance with this agreement, it shall award liquidated damages to be determined by multiplying 10% of the number of hours charged by the subcontractor for performing the work by the hourly rate of pay of claimants. Such amount thus determined shall be divided equally between claimants.

If the Board holds in a particular case that the carrier subcontracted work in violation of Article I of this Agreement and the monetary relief sought is on behalf of a named furloughed employee who would have otherwise performed the work, it shall award such employee the amount of wages lost and other benefits necessary to make him whole. If the monetary relief sought is on behalf of employees in active service who were not adversely affected by the subcontracting the Board shall nevertheless award minimum liquidated damages as specified above. It is understood that the Board cannot award liquidated damages in accordance with the previous paragraph if it awards such damages under this paragraph.

ARTICLE III. EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of the Organizations' March 25, 1968 notice and the Carrier's March 29, 1968 notice served upon the Organizations for concurrent handling therewith.

The provisions of this agreement shall become effective on December 16, 1969 and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D.C. this 7th day of December, 1969.

(Signatures Not Reproduced)

CB&Q LABOR AGREEMENT NO. 76-69

MEMORANDUM OF AGREEMENT

This agreement made this 7th day of December, 1969, by and between the Chicago, Burlington & Quincy Railroad Company and its employes (including communications and system electricians, and system steam fitters) represented by the Shop Craft Organizations signatory hereto comprising System Federation No. 95 of the Railway Employees Department, AFL-CIO.

1. Repairs, including rebuilding, upgrading or dismantling of CB&Q owned or leased freight and passenger cars, will not be subcontracted unless otherwise agreed between the Carrier and the General Chairman of the crafts. involved.

2. Repair work covered by the classification of work rules on locomotives, acquired through purchase or lease, will not be subcontracted outside the warranty period except in accordance with the agreement dated December 7, 1969, between the parties hereto.

On the effective date of this agreement repair work on the following parts of General Electric locomotives not under warranty will be subcontracted only in accordance with the agreement dated December 7, 1969 between the parties hereto:

Main Generators	Axle Alternators
Alternators	Auxiliary Generators
Fuel Pump Motors	Power Contractors
Traction Motors	Reversers
Trucks	Cam Switches
Exciter Generators	Small Relays
Blower Motors	

Carrier will also perform other small work items for which it is equipped.

The carrier will endeavor to secure necessary equipment not later than six (6) months from the effective date of this agreement to perform other repair work covered by classification of work rules on GE locomotives, outside the warranty period, which it is not presently equipped to do. The time limit is subject to the availability of such necessary equipment and time required after receipt for its installation at the shop.

3. In application of Article 1, Section 5, of the agreement dated December 7, 1969 between the parties hereto, the following are examples of items presently being manufactured for the Carrier in accordance with its specifications:

Smoke Jacks
Sewer Baskets
Wire Baskets
Trays for Coal Conveyor
Special Tanks
Mail Car Cinder Guards
Battery Box Covers
Cab Card Holders
Special Wrenches
Freight Car Forgings which are not stock items
Draft Gear Carriers
Brake Rod Carriers
Bell Crank Brackets
Brake Stop Brackets
Hand Brake Supports
Branch Pipe "T" Brackets
Side and End Ladder Stile Connections
Dining Car Floor Racks
Baggage Car Floor Racks
Dining Car Steam Table Board
Canvas Mail Pouches
Canvas Cover and Windshield

4. The provisions of this agreement shall become effective on December 16, 1969 and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D.C., this 7th day of December, 1969.

(Signatures not reproduced)

CB&Q LABOR AGREEMENT NO. 77-69
MEMORANDUM OF AGREEMENT
Between
CHICAGO, BURLINGTON AND QUINCY
RAILROAD COMPANY
and
SYSTEM FEDERATION NO. 95

The Following understandings are reached respecting roadway work equipment.

1. Roadway work equipment, owned or leased, is understood to encompass that equipment used in the Carrier's maintenance of way department, which are operated on or off track, but does not include any licensed automotive rubber tired equipment, whether or not capable of also being operated on rail.

2. It is recognized that repair work on equipment described in paragraph 1 is subject to classification of work rules of the crafts comprising System Federation No. 95.

3. When roadway work equipment is sent to mechanical or engineering department shops for repairs, operators of such machines shall be permitted to assist in making such repairs (performing such mechanic's work as they are capable of doing) during the period November 1 to May 1 in the ratio of one (1) work equipment operator to each mechanic assigned to the repair of roadway equipment, provided there are no mechanics of the particular craft assigned to such repairs laid off at the seniority point or seniority points where such repairs are being made.

4. Should it become necessary to send roadway equipment to mechanical or engineering department shops for emergency repairs during the period May 1 to November 1, the operators of such machines may follow their machines and assist in making the emergency repairs.

5. Except as provided in paragraph 6, if the Carrier desires to subcontract repairs to any of its roadway work equipment as defined in paragraph 1 hereof, other than Electromatic tampers, tie injectors, tractor backhoes and spike drivers, the provisions of the agreement of December 1969 dealing with subcontracting will be applicable. It is agreed that one year from the date of this agreement, Labor Relations and Engineering Department officers will meet with

officers of System Federation No. 95 for the purpose of discussing repairs thereafter to the four items of equipment referred to in this paragraph 5.

6. Repairs to roadway work equipment of a minor or emergency nature in the field by any craft or by a subcontractor will not be considered a violation of any agreement between the parties hereto.

7. If Carrier decides to repair roadway work equipment at a shop other than at Havelock, Nebraska, employees of the crafts involved at Havelock will be offered opportunity to transfer to the point where the repair M are to be performed. The opportunity to transfer will be offered in seniority order to the extent of the estimated number of employees needed. Such employees electing to transfer will transfer with their seniority and have it dovetailed on the appropriate roster. If the location requires the transferring employee to move his place of residence, he will be allowed moving and real estate benefits provided in Letter No. 1 of even date.

8. The Agreement does not nullify any benefits provided in CB&Q Labor Agreement No. 45-67.

The provisions contained herein cancel and supersede all previous understandings relating to repair of roadway work equipment.

This agreement shall become effective on December 16, 1969 and shall remain in full force and effect until changed or modified in accordance with the provisions of the amended Railway Labor Act.

Signed at Washington, D. C., this 7th day of December, 1969.

(Signatures not reproduced)

LETTER OF INTENT NO. 1

December 7, 1969
Washington, D.C.

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

This will confirm understanding reached in conference this date concerning moving and real estate benefits for employees.

An employee who is requested to transfer pursuant to Article I, Section 3(b) of the Agreement dated December 7, 1969 in connection with subcontracting to a new point of employment which is in excess of thirty (30) normal route miles from his former work location but which is not closer to his residence than his former location, and if he makes such transfer, will be allowed the benefits contained in Section 10 and 11 of the Washington Job Protection Agreement dated May 21, 1936 notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of five hundred dollars (\$500) and six (6) working days instead of "two working days" provided in Section 10(a) of said agreement.

In lieu of the benefits contained in Section 11 of the Washington Agreement, an employee who owns his home and who transfers to the new point of employment in accordance with this agreement may elect the following option:

- (i) He will be paid 15 per cent of the tan market value of his home.
- (ii) For each year (12 calendar months) in excess of ten (10) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the tan market value of his home, but not to exceed the number of years of continuous service with the carrier party to this agreement, and not to exceed an additional 10 percent.
- (iii) The employee will be permitted to retain title of his home and will retain responsibility for any and

all indebtedness, if any, outstanding against his home. The Carrier will assume no liability whatever in connection therewith.

An employee electing the above option will notify the Carrier within thirty (30) days of the date he moves, providing evidence of ownership and length of such ownership, whereupon payment provided in paragraphs (i) (ii) above shall be made within thirty (30) days thereafter.

The term "home" as used in the option provided above means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 2

Washington, D.C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

Referring to discussions during negotiations on subcontracting dispute with reference to repairs to storehouse and Mechanical Department platform equipment. Some examples are fork lift trucks, pulling tractors, chore boys, Krane Kars, and platform trucks.

This will confirm understanding that we recognize repair work on such equipment as being subject to classification of work rules of the crafts comprising System Federation No. 95 and as such will be subject to provisions of agreement of even date dealing with subcontracting.

Please acknowledge.

(Signatures not reproduced)

LETTER OF INTENT NO. 4

Washington, D.C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

Referring to our discussions during conference on the subcontracting dispute with particular reference to the matter of warranties.

This will confirm understanding that if the Carrier purchases equipment on which it secures a service contract or a warranty, which contemplated that repairs to such equipment will be performed by or at the expense of the manufacturer beyond the standard purchase warranty period, the Carrier will endeavor to have such repairs performed by its employees.

Please acknowledge.

(Signatures not reproduced)

LETTER OF INTENT NO. 5

Washington, D.C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

This will confirm our understanding reached in conference this date in connection with the disposition of the subcontracting of work dispute, that effective thirty days from the date of this letter the Carrier will resume the repairing of steam heat equipment to the same extent such repairs were formerly made on the property.

Claims that have arisen in connection with this matter are hereby withdrawn.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 6

Washington, D.C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

Referring to discussion during negotiations on subcontracting dispute about the repairs to stators, armatures and alternators.

This will confirm understanding that the Carrier will continue to repair such items as we have done in the past. You recognize the right of the carrier to scrap, such material when no longer economical to repair and buy new equipment. If any subcontracting thereof, it will be subject to the provisions of the Agreement of even date.

Claims that have arisen in connection with this matter are hereby withdrawn.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 7

Washington, D.C.
December 7, 1969

Mr. G. R. DeHague
Secretary-Treasurer
System Federation No. 95
Burlington, Iowa

Dear Sir:

This will confirm our understanding this date that if the Carrier employs supervisors in its Maintenance of Way Department who are furnished with trucks equipped to repair roadway work equipment and they engage in such work, such employees will be classified as traveling mechanics.

One year from this date, the parties will meet and agree upon rules and working conditions to be applied to any such traveling mechanics referred to herein. In the interim period, such employees will be considered subject to the provisions of the collective bargaining agreement between the CB&Q and System Federation No. 95 but will be exempted from the application of all rules except discipline and investigation rules and the Union Shop Agreement. Such employees will be required to commence paying dues to the appropriate shop craft organization effective January 1, 1970 with the understanding that no initiation dues will be required.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

LETTER OF INTENT NO. 8

Washington D. C.
December 7, 1969

Mr. J. P. Hiltz, Jr. Chairman
National Railway Labor Conference
1225 Connecticut Avenue, N. W.
Washington, D. C. 20005

Mr. J. E. Yost
President
Railway Employees Department, AFL-CIO
220 South Street
Chicago, Illinois

Gentlemen:

The Chicago, Burlington & Quincy Railroad Company and System Federation No. 95 have this date reached an agreement amending Article II of Mediation Agreement A-7030 dated

September 25, 1964. A copy of such agreement is attached. Article II of the enclosed agreement sets forth the parties' desire to have any dispute arising thereunder adjudicated by Special Board of Adjustment No. 570 established by Article VI of the National Agreement.

We would appreciate your advising us if there is any objection to the Special Board assuming jurisdiction over disputes arising under the attached agreement.

(Signatures not reproduced)

LETTER OF INTENT NO. 10

At Washington, D.C.
December 7, 1969

Mr. William J. Usery, Jr.
Assistant Secretary of Labor-
Labor Management Relations
Washington, D. C.

Dear Mr. Usery:

Please be referred to discussion at conferences concerning Article II(c) of the Agreement of even date dealing with the subcontracting dispute.

The parties have agreed that anytime after six months from the date the Agreement is signed, either of the parties may request a meeting for the purpose of reviewing experience under said Article II(c). If either party feels that such provision needs revision and satisfactory agreement cannot be reached, the parties will jointly request your services to assist them in resolving the dispute. You advised that you would accept such an assignment.

(Signatures not reproduced)

APPENDIX "G-3"

LABOR RELATIONS DEPARTMENT

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 222-7773 or 224-5588
BN 5/18/70(c)
May 18, 1970

Mr. M. J. Batinich, Genl Chrnm, IAM
Room 417, 360 Roberts St., St. Paul, Minn. 55101

Mr. G. R. DeHague, Genl Chrnm, IAM
2516 Yoder Drive, Burlington, Ia. 52601

Mr. R. W. Jackson, Genl Chrnm, IAM
2395 University Ave., St. Paul, Minn. 55114

Mr. J. D. Gabiou, Genl Chrnm, SMWIA
204 "J" St., NE, Brainerd, Minn. 56401

Mr. E. J. Hayes, Genl Chrnm, SMWIA
545 S. Broadway, Aurora. Ill. 60505

Mr. A. L. Kohn, Genl Chrnm, IBofB&B
2303 N. 49th St., Milwaukee, Wisc. 53210

Mr. C. H. Long, Genl Chrnm, IBofF&O
1201-1/2 Regents Blvd., Tacoma, Washington 98466

Mr. W. J. Peck, Genl Chrnm, IBofEW
360 Robert St., Room 416, St. Paul, Minn. 55101

Mr. O. A. Walimaa Genl Chrnm, IBofEW
767 S. Lexington Pkwy, St. Paul, Minn. 55102

Mr. K. L. Smart, Genl Chrnm, BRCoFUS&C
604 8th Ave., SE, E Grand Forks, Minn. 56721

Mr. N. G. Robinson, Genl Chrnm, BRCoFUS&C
4100 Cornhusker Highway, Lincoln, Neb. 68504

Mr. Sam Bongiovanni, Genl Chrnm, BRCoFUS&C
Room 418, 360 Robert St., St. Paul, Minn. 55101

Gentlemen:

This is to confirm our understanding in conference on April 2 and 3, 1970, concerning the intent, meaning and

application of the so-called CB&Q Agreements No.'s 75-69, 76-69, 77-69 and Letters of Intent Nos. 1 through 10, which were executed on December 7, 1969, insofar as they will apply to the Burlington Northern, Inc.

I. The following understandings apply to Agreement No. 75-69:

(a) Article I, Section 1: Article II, Subcontracting, of the September 25, 1964 National Agreement shall continue to apply until January 1, 1972 to all territory of the Burlington Northern except to the territory presently covered by the December 7, 1969 agreements (the former Chicago, Burlington and Quincy Railroad Company). This moratorium on application of the December 7, 1969 Agreements to other than former CB&Q territory shall end with respect to Agreement No. 77-69, when roadway equipment covered by that agreement from former CB&Q territory is sent to shops located on other than former CB&Q territory. On January 1, 1972, CB&Q Agreements Nos. 75-69, 76-69, 77-69 and Letters of Intent Nos. 1 through 10 will become applicable to all territory of the Burlington Northern, as provided in this Letter of Understanding.

(b) Article I, Section 3(b): The Carrier's obligation to recall, hire or transfer employees is limited to individuals having four years' experience in the trade or having served an apprenticeship in the trade, or having been upgraded in the trade, or subject to upgrading under an upgrading agreement.

(c) Article I, Section 3(c): It is understood that (1) the word "work" in the second paragraph is the same "work" covered by the first paragraph; (2) the second paragraph does not require the acquisition or construction of facilities; (3) in determining whether it is economical to purchase new equipment or machinery under the second paragraph, it is understood that accepted accounting practices and criteria for determining priority of capital expenditures, will be a relevant consideration, whenever purchase of machinery and equipment exceeds \$100,000 in any fiscal year; (4) the Organization representatives will notify the Carrier when they consider the volume of any work has reached the point for economical performance on the property, and should it be determined that the Organization representatives are correct there shall be no penalties during the time necessary to secure and install any equipment or machinery necessary to perform the work.

(d) Article I, Section 3(d): Since the basic consideration of this criteria is that time is of the essence in many

situations, it is recognized that for an item of work the carrier may not be able to delay its decision to contract the work long enough to allow the parties to make the joint considerations prior to the subcontracting as contemplated in the paragraph, and such failure to "jointly consider" will not constitute violation of the agreement. Also, at the Carrier's request, the Organization will "jointly consider" on a general or abstract basis specific occurrences, and establish guidelines which will constitute compliance with Article I, Section 3(d) in subsequent specific occurrences of the same nature.

(e) Article I, Section 4(a): The data listed in subparagraphs (1) through (7) need only be furnished where pertinent to the particular criteria for contracting involved. If upon receipt of the notice the General Chairman believes that other such supporting data is necessary, it will be supplied upon request.

(f) Article I, Section 4(b): The data required to be furnished for "minor repairs and emergency situations" is confined to data relevant to a determination of whether or not the criteria of "minor repairs" and "emergency situation" was satisfied, including data relative to performance of the work on the property.

(g) Article I, Section 4(f): The word "unnecessary" is deleted from the definition of emergency.

(h) Article II: Wherever under the December 7, 1969 agreements it is necessary to have mutual agreement between the parties relating to the contracting of work, alleged unreasonable refusal of the Organization to enter into such an agreement, may be referred to Special Board of Adjustment No. 570 for final determination.

II. The following understandings apply to Agreement No. 76-69:

(a) Paragraph I concerning freight and passenger car "work contemplates the continuance of existing contractual arrangements whereby repairs are made to Burlington Northern owned or leased cars by such outside companies as Burlington Refrigerator Express, Western Fruit Express and pool arrangements with foreign railroads. (The carrier shall advise the carman's General Chairman of the arrangements now in existence and any additions or changes in the present pool arrangements.) The paragraph does not apply to equipment while it is in revenue service off the line of the Burlington

Northern. The paragraph also recognizes that under certain circumstances equipment may be sent back to manufacturers for correction of defects in design, workmanship, or material. The paragraph is not intended to change existing jurisdictional practices relative to employees represented by other organizations with respect to dismantling of equipment.

(b) Paragraph 2: The last paragraph concerning acquisition of necessary equipment to perform repair work on General Electric locomotives was a one-time proposition applicable to the former Chicago, Burlington and Quincy Railroad Company and does not require similar action to be taken on other territory of the Burlington Northern. Future contracting of repair work on General Electric locomotives will be subject to the criteria contained in CB&Q Labor Agreement No. 75-69.

III. The following understanding applies to Agreement No. 77-69:

The existing jurisdictional practices whereby certain types of this work are performed by employees represented by organizations not party to this agreement remain unchanged.

IV. The following understanding applies to Letter of Intent No. 2:

This agreement applies only to types of vehicles not licensed for highway operation.

V. The following understanding applies to Letter of Intent No. 5:

The term "steam heat equipment" refers to steam heat equipment on passenger cars, locomotives and so-called heated cars.

VI. The following understanding applies to Letter of Intent No. 7:

This letter concerns special circumstances and has application only to the former Chicago, Burlington and Quincy territory.

VII. The following understanding applies to Letter of Intent No. 9:

The principles of Letter of Intent No. 9 will apply, upon request of the General Chairman, and as applicable to

the rules and agreements adopted to cover wrecking service on the Burlington Northern.

Sincerely,

T. C. DeBUTTS
Vice President

ACCEPTED BY:

W. J. Peck
General Chairman, IBEW, GN, CB&Q

Paul E. Warfel
General Chairman, IBEW, NP & SP&S

APPENDIX "H"

IMPLEMENTING AGREEMENT NO. 1

Between

BURLINGTON NORTHERN, INC.

and its

COMMUNICATIONS AND ELECTRICAL DEPARTMENT EMPLOYEES

Represented by

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

AFL-CIO

Pursuant to Sections 1 and 5 and Appendix "E" of the Agreement of December 29, 1967 for the protection of employees, it is agreed:

I. Consolidation of Seniority Rosters:

Effective on the date this Agreement is signed, all preexisting seniority districts specified in existing separate collective bargaining agreements between the parties signatory hereto and all preexisting seniority rosters made pursuant to such agreements will be canceled and abolished, and a new seniority district and seniority rosters will be established as provided in this Memorandum of Agreement. This does not include seniority districts and seniority rosters at the Allouez Ore Dock and St. Paul General Office Building.

A. Communication Department Employees:

(1) Seniority rights of employees shall be system-wide and separate rosters issued as follows:

Roster	Positions Covered
Class 1-A	Electronic Technicians, Communication Technicians, Shop Foremen (and Equipment Installers on former CB&Q)
1-B	Radio Technicians, Electronic Technician
1-C	Cable Splicers
1-D	Shop Equipment Repairmen
2	District Linemen
3	Crew Foremen
4	Assistant Crew Foremen

- 5 Crew Linemen
- 6 Groundmen (and Supply men on former GN)

(2) Employees who hold seniority on existing seniority rosters will be dovetailed onto the new seniority rosters in the following manner:

	Class	Former
(a) Communication Technician	1-A	
(1) Communication Maintainers	1	NP
(2) Equipment Installers	A(2)	Q
(3) Equipment Repairmen	A(3)	Q
(4) District Linemen	B(1)	Q
(5) Telephone Inspectors	1-A	GN
(b) Radio Technician	1-B	
(1) Communication Maintainers	1	NP
(2) Equipment Installers (With License)	A(2)	Q
(3) Equipment Repairmen (With License)	A(3)	Q
(4) District Linemen (With License)	B(1)	Q
(5) Radio men	1-D	GN
(c) Cable Splicers	1-C	
(1) Cable Splicers	A(1)	Q
(2) Cable Splicers	1-B	GN
(d) Shop Equipment Repairmen	1-D	
(1) Communication Maintainers	1	NP
(2) Shop Equipment Repairmen	2	NP
(3) Equipment Installers	A(2)	Q
(4) Equipment Repairmen	A(3)	Q
(5) District Linemen	B(1)	Q
(6) Telephone Inspectors	1-A	GN
(7) Shop Electricians	1-A	GN
(e) District Linemen	2	
(1) Communication Linemen	3	NP
(2) District Linemen	B(1)	Q
(3) District Linemen	2	GN

	Class	Former
(4) Assistant Communication Lineman Class 6 who are or who have worked in that category		NP
(f) Crew Foremen	3	
(1) Crew Foremen	5	NP
(2) Assistant Crew Foremen	5	NP
(3) Crew Foremen	B(2)	Q
(4) Crew Foremen	3	GN
(g) Assistant Crew Foremen	4	
(1) Crew Foremen	5	NP
(2) Assistant Crew Foremen	5	NP
(3) Crew Foremen	B(2)	Q
(4) Crew Foremen	3	GN
(5) Leading Linemen	4	GN
(h) Crew Linemen	5	
(1) Crew Linemen	6	NP
(2) Assistant Crew Linemen	7	NP
(3) Crew Linemen	C	Q
(4) Crew Linemen	5	GN
(i) Groundmen		6
(1) Groundmen	8	NP
(2) Groundmen	D	Q
(3) Groundmen	6	GN
(3) It is agreed that the seniority classification of Installer (former Chicago, Burlington and Quincy Railroad Company) is retained as long as anyone remains on that flat but no new names will be added. The positions of Installer presently in existence shall be confined to the former Chicago, Burlington and Quincy Railroad Company and may be retained as long as the present incumbents remain on these positions after which the duties and responsibilities covered by that classification shall be considered as being covered by the classifications of Communication Technician Class 1-A or Radio Technician Class 1-B as appropriate. These employees working as Installer Helpers shall be considered as Communication Technician trainees and shall be given credit towards completion of the required 255 days of trainee time in an amount of days equal to the number of days such employee worked as Installer		

Helper. Rest days, overtime, vacation days or days taken off for sick leave shall not be counted as trainee time.

- (4) The seniority roster for Supply men on former GN will be retained but no new names will be added.

B. Deviation System and Crew Electricians:

- (1) Seniority of employees shall be system-wide, and separate seniority rosters will be maintained as follows:

Roster	Positions Covered
1.	System, Division Electrician Wiremen, and Journeyman Electrician Wiremen
2.	Electrician Helpers
3.	Electrician Apprentices (temporary only during training period)

- (2) Employees who hold seniority on existing seniority rosters will be dovetailed onto the appropriate mechanic helper and apprentice roster as indicated above, including the present incumbents of the former SP&S line electrician positions. All other electrician mechanics who held seniority on the former SP&S mechanical shop craft electrician mechanics' seniority rosters, shall continue to have the right to exercise seniority on electrician wiremen positions under this agreement, which are headquartered within the territory of the mechanics' shop craft Portland Seniority District, on the basis of their mechanical shop craft seniority date, provided that the first exhaust their rights under the Mechanical Shop Craft Schedule Agreement on their seniority district. Such an employee will then be placed on the appropriate seniority roster under this agreement.
- (3) Electrician Helpers presently employed on the former Chicago, Burlington and Quincy Railroad Company shall continue to receive the monthly rate and shall be considered as Apprentice electricians and be given credit toward completion of the required six (6) periods of apprenticeship time in an amount of days equal to the days spent as Electrician helper. Subject to call days, rest days, vacation days or days taken off for sick leave shall not be counted

towards completion of apprenticeship time. The same consideration shall be given to electrician helpers on the former Great Northern and former Northern Pacific if they can show both parties that they have the necessary training and/or experience. Groundmen on the former Chicago, Burlington and Quincy Railroad Company who have been climbing poles and assisting crew linemen in pole top work shall be considered as crew linemen trainees and shall be given credit towards completion of the required 255 days of trainee time in an amount of days equal to the number of days spent climbing and assisting the linemen in pole top work. Rest days, vacation days, or days taken off for sick leave shall not be counted towards completion of the trainee time.

C. Allouez Ore Dock and Taconite Facility

- (1) All employees of this facility who do not already have a seniority date on the system electrician rosters under Paragraph B, above, will be dovetailed onto the system rosters with their Allouez seniority date. This will not apply to employees who hire out in the future at this facility.
- (2) Such employees must exhaust their rights at the Allouez Docks and taconite facility before exercising their seniority on the system roster, and they must return to the Allouez Docks and taconite facility whenever regular alignments are available to them unless it would involve a change in residence.

D. Seniority Preference

- (1) The seniority rosters established under Paragraphs and B, above, will indicate by the following symbols designating the employee's home road, any seniority date which was established prior to March 3, 1970:

NP	-	"N"	GN	-	"G"
CB&Q	-	"Q"	SP&S	-	"S"

- (2) Employees exercising seniority which is identified as indicated above, to positions headquartered at points listed below as being located on their own home road and not at common points, will have preferential rights to that position over all employees whose seniority is not identified as

acquired on that home road. At the below listed common points, all employees with home-road preferential rights from the home roads designated as common to that point will have equal preferential rights.

N Points

Mandan, N.D.	Forsyth, Mont.
Jamestown, N.D.	St. Regis, Mont.
Staples, Minn.	Paradise, Mont.
Brainerd, Minn.	Lewiston, Idaho
Dickenson, N.D.	Auburn, Wash.
Glendive, Mont.	Tacoma, Wash.
Valley City, N.D.	Chehalis, Wash.
Livingston, Mont.	Cle Elum-Ellensburg, Wash.
Missoula, Mont.	Yakima, Wash.
Butte, Mont.	

Q Points

Savanna, Ill.	McCook, Neb.
Aurora, Ill.	Alliance, Neb.
Mendota, Ill.	Seneca, Neb.
Galesburg, Ill.	Brush, Colo.
Hannibal, Mo.	Denver, Colo.
Beardstown, Ill.	Guernsey, Wyo.
Centrاليا, Ill.	Edgemont, S.D.
Ottumwa, Iowa	Sheridan, Wyo.
Creston, Iowa	Greybull, Wyo.
Pacific Jct., Ia.	St. Louis, Mo.
West Quincy, Mo.	LaCrosse-No. LaCrosse, Wis.
St. Joseph, Mo.	Brookfield, Mo.
Cicero-Chicago, Ill.	Ashland, Neb.
Burlington-W. Burlington, Ia.	Lincoln, Neb.
Aurora, Neb.	Kansas City-NO. Kansas City, Mo.
Hastings, Neb.	Orleans, Neb.
Omaha, Neb.-Council Bluffs, Ia.	Wymore, Neb.
Holdrege, Neb.	

G Points

Willmar, Minn.	Bonnors Ferry, Id.
Alexandria, Minn.	Wenatchee, Wash.
Kelly Lake, Minn.	Vancouver, B.C.
Grand Rapids, Minn.	Whitefish, Mont.
Breckenridge, Minn.	Shelby, Mont.

Devils Lake, N.D.
Minot, N.D.
Stanley, N.D.
Williston, N.D.
Havre, Mont.
Great Falls, Mont.

Essex, Mont.
Morris, Minn.
Everett, Wash.
Klamath Falls, Ore.
Cashmere, Wash.
Ephrata, Wash.

S Points

Aloha, Oregon
Washtucna, Wash.
Wishram, Wash.
Maupin, Oregon
Stevenson, Wash.

Salem, Oregon
Bonneville, Wash.
Goldendale, Wash.
Bingen, Wash.

N-G-Q Common Points

St. Paul-Minneapolis area

N-Q Common Points

Billings-Laurel, Montana area

N-S Common Points

Kelso, Washington area

Pasco, Washington area

N-G Common Points

Duluth-Superior area
St. Cloud, Minn. area
Helena, Mont. area
Bellingham, Wash. area
Grand Forks-EG Forks area

Sand Point, Ida. area
Crookston, Minn.
Fargo-Moorhead-Dilworth area
Seattle, Wash. area

Q-G Common Points

Sioux City, Iowa area

N-G-S Common Points

Portland, Ore.-Vancouver, Wash. area
Spokane-Parkwater-Hillyard-Hauser area

G-S Common Points

Bend, Ore. area

- (3) Home road seniority preference will supply to exercise of seniority in assignment of vacancies and in displacement rights only, and will not be applicable to matters such as vacation preference.
 - (4) Home road seniority preference will apply until January 1, 1990 unless it is discontinued at an earlier date by mutual agreement.
 - (5) Seniority dates on system rosters, established under Paragraphs A and B above, for employees covered by Paragraph C, above, will not be given home road designation.
- E.
- (1) Within 60 days after the effective date of this agreement, the Carrier will prepare initial seniority rosters, and transmit them to the General Chairman. The General Chairman will review the rosters and submit any necessary corrections to the Carrier within one year. Rosters will be corrected and posted within 30 days thereafter, and will be open for further correction for a period of one year from date of final posting. Typographical errors and omission of names from seniority rosters may be corrected at any time.
 - (2) In the event two or more employees in any class have the same seniority date their position on the merged roster shall be determined by their seniority date in the next lower class. If there still remains a conflict, the order will be resolved by lot.

II. Transfer Allowance and Real Estate

- A. An employe who performed service between January 2, 1966 and March 3, 1970, and who had an employment relationship as of March 3, 1970, transferred at the direction of the Carrier from one location to another location within his seniority district necessitating a change in residence, or such an employe involuntarily transferring from one location to another location within his seniority district due to a force reduction requiring the exercise of seniority at another location in order to remain in service, necessitating a change in residence, or such an employe who is required to transfer from one location to another location within his seniority district, necessitating a change in residence in order to maintain his protected status as defined in the merger agreement of December 29, 1967, will be reimbursed

for, or relieved of all expenses of moving his household and other personal effects. The Carrier will determine the manner in which such moves shall be performed except such movement shall not be by box car. In the event the movement of such property is performed by rail, the Carrier will bear the expense of necessary crating, pickup, delivery, uncrating and loss and damage insurance in transit. In the event the movement of such property is performed by motor vehicle, the Carrier will bear all charges assessed for packing at origin, moving to destination, unpacking at destination and loss and damage insurance in transit.

Charges for warehousing, if necessary due to unforeseen circumstances beyond the employe's control, not exceeding thirty (30) calendar days, will be borne by the Carrier.

- B. An employe covered by paragraph A above, who moves his residence, shall be reimbursed 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 six (6) working days), used in securing a place of residence in his new location, and, in addition to such benefits, shall receive a transfer allowance of five hundred dollars (\$500), which amount will be paid within thirty (30) calendar days after the effective date of the transfer from one location to another.
- C. Such an employe who drives his automobile from the point from which transferred to the point to which transferred will be paid at the authorized rate per mile for the actual road distance traveled.
- D. No claim for expenses under this Section II will be allowed unless they are incurred within three (3) years from the date the employe transfers from one location to another and the claim for expenses must be submitted within ninety (90) calendar days after the expenses are incurred.
- E. An employe specified in Paragraph A of this Section II who is 55 years or older as of December 29, 1967, and who owns his home or is purchasing his home as of December 29, 1967, will be subject to the following provisions in lieu of the benefits contained in Section 11 of the Washington Agreement of May 1936:

Option (1).

(i) Each qualified homeowner electing this option will be paid twenty-five (25) percent of the fair market value of his home. In each case fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby;

(ii) For each year (12 calendar months) in excess of ten (10) years the employe occupied his home prior to the date of transfer, he will be allowed an additional one (1) percent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his Employing Carrier and/or the New Company, and not to exceed an a additional twenty-five (25) percent;

(iii) The "Present Employe" will be permitted to retain title to his home and will retain responsibility for any and all indebtedness outstanding against his home. The New Company will assume no liability whatever in connection therewith;

(iv) If the "Present Employe" purchases a different home between December 29, 1967 and the date he is required to move, he will be entitled to the benefits in this Section on the basis of application of the terms hereof to the home he owned prior to December 29, 1967, except that he shall be treated as having occupied such home until the date of transfer in the application of Paragraph (ii) of this Section;

(v) The "Present Employe" qualified to participate in this property settlement and electing this Option (1) will notify the New Company within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the New Company or its nominee a good and sufficient title to the property. In addition, for each year, over ten (10) years, the "Present Employe"

occupied his home prior to the date of transfer, he will be allowed an additional one percent per year of the fair market value, but not to exceed the number of years of continuing service with his Employing Carrier and/or the New Company and not to exceed twenty-five (25) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the New Company or its nominee.

- F. An employe specified in Paragraph A of this Section II who is less than 55 years of age as of December 29, 1967, and who owns his home or is purchasing his home as of December 29, 1967, will be subject to the following provisions in lieu of the benefits contained in Section 11 of the Washington Agreement of Hay, 1936:

Option (1).

(i) Each qualified homeowner electing this option will be paid fifteen (15) percent of the fair market value of his home. In each case the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby;

(ii) For each (12 calendar months) in excess of ten (10) years the employe occupied his home prior to the date of transfer, he will be allowed an additional one percent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his employing Carrier party to this Agreement, and not to exceed an additional ten (10) per cent;

(iii) The employe will be permitted to retain title to his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home. The New Company will assume no liability whatever in connection therewith;

(iv) If an employe purchases a different home between December 29, 1967, and the date he is required to move, he will be entitled to the benefits in this Section on the basis of application of the terms hereof to the home he owned as of the date he is required to move;

(v) An employe qualified to participate in this property settlement and electing this Option (1) will notify the New Company within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the New Company or its nominee a good and sufficient title to the property. In addition, for each year over five (5) years the employe occupied his home prior to the date of transfer, he will be allowed an additional one-half per cent per year of the tan market value up to and including eight (8) years and one (1) per cent for the ninth (9th) year and each year thereafter, but not to exceed the number of years of continuing service with his employing Carrier party to this Agreement and not to exceed fifteen (15) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the New Company or its nominee.

- G. If an employee is under contract to purchase his home, as of the date of this Agreement, the New Company shall protect him against any loss to the extent of the tan value of any equity he may have in the home and in addition shall relieve him of any further obligations under his contract.
- H. If an employee holds an unexpired lease of a dwelling occupied by him as his home, the New Company shall protect him from all loss and cost in securing the cancellation of his said lease.
- I. In the event of dispute arising over fair market value as referred to in these Options, loss under a contract to purchase or loss and cost in securing termination of a lease, the following procedure will be followed in resolving the dispute:

A joint conference shall be arranged between the employee or representatives of the employees and the New Company within ten (10) days of the dispute arising. If they are unable 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 employee or the representative of the employees and the New Company, respectively; these two shall endeavor by agreement within ten (10) 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 president of the local board or association of realtors 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 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.

- J. The term "home" as used herein, means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.
 - K. The provisions of Section 11 of the Washington Agreement of May, 1936 will be applicable to an employee who performed service between January 2, 1966 and March 3, 1970 and who had an employment relationship as of March 3, 1970, but who did not own his home or was not purchasing a home as of December 29, 1967.
 - L. In determining whether loss is suffered and amount of loss, if any, in connection with the sale of an employee's home for less than appraised fair market value, all of the usual and customary closing costs to the seller will be included, such as realty commission, title insurance fee, reconveyance fee, revenue stamps, and prepayment penalty on existing mortgages.
- III. Transfer of Work and Employees
- A. In accordance with Section 5 and Appendix E of the merger agreement of December 29, 1967, the organization recognizes the right of the Carrier to transfer work from one location to another location within the merged Burlington Northern system.

- B. Transfer of work and employees within a new seniority district will be handled by bulletin in the usual manner. When a transfer of work and employees from one location to another location requires a change in residence, at least thirty (30) days' written notice shall be given to the General Chairman involved. When "present employees" are required, as provided in Section II, Paragraph A, of this Agreement, to transfer from one location to another location involving a change in residence, the benefits of Section II will apply.

Note: It is the Carrier's intention to keep the Organization informed of transfer of work even when it has no adverse effect upon the employees.

IV. Rearrangement of Forces

It is understood that rearrangement of forces within a headquarters area which does not involve an increase or decrease in force, will be confined to that headquarters area and will not be subject to bulletin on the seniority district, nor will it give any employee at the headquarters area the right to exercise displacement outside that headquarters area.

V. Compensation Claim Forms

Employees claiming compensation allowance provided in Section 3 and Appendix D of the Merger Protective Agreement dated December 29, 1967, will handle such claims on an appropriate form.

Signed at St. Paul, Minnesota, this 1st day of September, 1972.

(Signatures not reproduced)

APPENDIX "I"

PHYSICAL EXAMINATIONS

(From Agreement BN 4-20-70)

Hereafter when an employee is withheld from service because of his physical condition as a result of examination by the Carrier's physician, the Organization, upon presentation of a dissenting opinion as to the employee's condition by a competent physician, may make written request within fifteen (15) days of the date withheld upon his employing officer for a neutral medical authority to review the withheld employee's case. In case the employee is unable to obtain a dissenting opinion due to causes beyond his control, such as but not limited to absence of his personal physician, it may be submitted within 30 days provided he submits his written request within the 15-day period prescribed above and indicates the reasons for his inability to concurrently present the dissenting opinion.

Within fifteen days of the receipt of such request, the Carrier and the Organization shall by mutual agreement appoint such neutral medical authority, which medical authority shall be expert on and specializing in the disability from which the employee is alleged to be suffering.

The neutral medical authority so selected will review the employee's case from medical records furnished by the parties hereto and, if it considers it necessary, will make an examination of the employee. Said medical authority shall then make a complete report of its findings in duplicate, one copy to the Carrier and one copy to the Organization, setting forth the employee's condition and an opinion as to his fitness to continue service in his regular employment, which will be accepted as final.

The Carrier and the Organization shall each pay one-half of the fee and expenses of the neutral medical authority and any examination expenses which may be incurred, such as hospital, laboratory and x-ray services.

In the event the neutral medical authority concludes that the employee is fit to continue in service in his regular employment, such neutral medical authority shall also render a further opinion as to whether or not such fitness existed at the time the employee was withheld from service. If such further conclusion states that the employee possesses

such fitness at the time withheld from service, the employee will be compensated for actual loss of earnings during the period so withheld.

In the event the neutral medical authority concludes that the employee is not fit to continue in service in his regular employment, the Organization may, upon presentation of an opinion from a competent physician that the employee's condition has improved, request re-examination by the Carrier's physician. Such request will not be made for the first 90 days thereafter, nor more often than once in any 90 day period. The pay provisions set forth above will not apply to other than the routine periodic examinations required by the Carrier; but this limitation shall not prohibit an employee who has been out of service due to disability or illness from pursuing the other neutral doctor procedures of this appendix if upon recommendation from his personal physician to return to work he is disqualified by the Carrier.

An employee regularly assigned who is required to take routine periodical physical and/or visual examinations during other than regularly assigned hours or as provided for in Rule 20 (Mechanical Shop Craft Agreement) will be allowed payment for time consumed in taking such examination at his basic pro rata rate but not to exceed four hours at such rate.

The above provisions are not applicable to new employees with less than 60 days of compensated service, applicants for employment or probationary employees.

(Signatures not reproduced)

APPENDIX “J”

EMERGENCY FORCE REDUCTION RULE

(From National Agreement of April 24, 1970 - Carmen)

**(From Public Law 91-226 of April 9, 1970 - Machinists,
Electricians, Sheetmetal Workers, Boilermakers
and Blacksmiths)**

(From National Agreement of June 12, 1970 - Firemen and Oilers)

Insofar as applicable to the employees covered by this agreement, Article VI of the Agreement of August 21, 1954 is hereby amended to read as follows:

(a) Rules, agreements or practices, however established, that require advance notice to employees 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 (b) below, provided that such conditions result in suspension of a carrier's operation 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 employee 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.

(b) 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 operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

The foregoing amendment is effective February 19, 1970.

APPENDIX “K”

OVERTIME RATE OF PAY

(From National Agreement of April 24, 1970 - Carmen)

**(From Public Law 91-226 of April 9, 1970 - Machinists,
Electricians, Sheetmetal Workers, Boilermakers
and Blacksmiths)**

(From National Agreement of June 12, 1970 - Firemen and Oilers)

All agreements, rules, interpretations and practices, however established, are amended to provide that service performed by a regular assigned hourly or daily rated employee 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.

The foregoing provision is effective February 19, 1970.

APPENDIX "L"

PERFORMANCE OF INCIDENTAL WORK AT RUNNING REPAIR WORK LOCATIONS

(From National Agreement of April 24, 1970 - Carmen)

**(From Public Law 91-226 of April 9, 1970 - Machinists,
Electricians, Sheetmetal Workers, Boilermakers
and Blacksmiths)**

(From National Agreement of June 12, 1970 - Firemen and Oilers)

At running repair work locations which are not designated to 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 wiring, 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.

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 work 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.

The foregoing provision is effective February 19, 1970.

APPENDIX "M"

F.C.C. LICENSE REQUIREMENTS

In the event that laws, rules or regulations governing the F.C.C. license requirement for 2-way radio, microwave radio, radar or other similar equipment, as referred to in this Agreement, are eliminated or downgraded, employees shall be required to pass an examination, equivalent to the former F.C.C. Class 2 or better (with appropriate endorsements), with a grade of 70% or better.

The meaning of the "license requirement" as it may pertain to other employees subject to this Agreement shall remain unchanged.

APPENDIX "N"

St. Paul, Minnesota
February 5, 1952

File A-58

Mr. R. J. Turk:
Mr. R. D. Talley:

Referring to correspondence beginning with Mr. Turk's letter of January 17 relative to interpretation of paragraph (b) of Rule 70 of agreement effective July 1, 1951 with System Federation #101 covering system electricians, etc., which rule reads:

"A differential of 25¢ per hour will be allowed employees if they are required to work on high-voltage lines when hot."

This question was discussed with General Chairman Elliott of the Electrical Workers by Messrs. Talley and Macdonell on Friday, February 1, and it was agreed that the intent of the rule was to pay men directly engaged in high-voltage lines when hot for the actual time so engaged, with a minimum of one hour. It was further understood that the differential applied only to the man or men actually handling the wires and that ordinarily it could not involve groundmen except in unusual circumstances where guy wires were tangled up and carrying high-voltage.

It was further understood that high-voltage line were those carrying in excess of 550-600 volts.

M. C. Anderson

cc: Mr. J. F. N. Gaynor

Mr. F. L. Elliott, General Chairman

M-2

APPENDIX "O"

BURLINGTON NORTHERN

BN 9/1/72 (b)

LABOR RELATIONS DEPARTMENT

176 East Fifth Street
St. Paul, Minnesota 55101
Telephone (612) 227-0911

Mr. W. J. Peck, General Chairman
International Brotherhood of Electrical Workers
360 Robert Street, Room 416
St. Paul, Minnesota 55101

September 1, 1972
File SC-1(a)-IBEW

Dear Mr. Peck:

This is to confirm the following understandings:

- (1) That the designation of those agreements including the Schedule Agreement and Implementing Agreement No. 1 for the Communication and Electrical Department employees signed this day as effective "April 1, 1970" was for special purposes, and that such designation shall not subject the Carrier to any retroactive claims or grievances. Any claims or grievances which are based on occurrences during the period of April 1, 1970 to this date, shall be governed by the Schedule Rules and agreements under which the Carrier was actually operating at the time in question.
- (2) That, with the exception of the rates of pay which shall be effective on the date of this agreement, there shall be a grace period of 180 days to fully place the new rules and procedures contained in this agreement into effect. This does not mean that the new rules and procedures shall not be placed into effect until the end of the 180-day period.
- (3) That groups of employees not presently covered by the Communication and Electrical Department Schedule Agreement, who may come under its coverage in the future, shall have their original seniority dates dovetailed onto the appropriate seniority rosters in the same manner as provided for in Communication and Electricians' Implementing Agreement No. 1. Any such employees who are presently covered by one of the existing merger protective agreements shall become covered by the Agreement

for Protection of Shop Craft Employees (Grey Book) dated December 29, 1967.

- (4) That certain individual employees who are in an exempt category at the present time due to the differences in position coverage between the various component line schedule agreements may remain in an exempt status even though he remains on a job which would otherwise be covered by the new BN Communications and Electrical Department Schedule Agreement.
- (5) That the following memorandum and understandings shall remain in effect:
 - (a) Former Great Northern Radio Memorandum of Agreement dated December 9, 1954 (Effective November 1, 1954).
 - (b) Former Great Northern Electrical Division of Work Memorandum of Agreement dated November 10, 1953 (Effective December 1, 1953).
 - (c) Former Great Northern High Voltage Definition indicated in Letter of February 5, 1952.
 - (d) Former Northern Pacific Memorandum of Agreement concerning Schedule Rule 20 dated September 30, 1969 and October 21, 1969.
 - (e) Burlington Northern Letter Agreement dated March 23, 1971 concerning microwave tower crew.
 - (f) Former Chicago, Burlington and Quincy Letter Agreement dated May 22, 1969 concerning maintenance of microwave towers 100 feet or less in height as amended July 8, 1982 which provides for additional payment when working on towers in excess of 100 feet in height.

Sincerely,

T. C. DeBUTTS
Vice President

AGREED:

W. J. PECK
General Chairman

APPENDIX "P"

IMPLEMENTING AGREEMENT NO. 1

Between

BURLINGTON NORTHERN INC. (BN)

And

Its Employees Represented By

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to enable the merged company, created by consummation of the transaction proposed in ICC Finance Docket No. 28583, to be immediately operated in the most efficient manner as one completely integrated railroad.

IT IS AGREED:

ARTICLE I. - Consolidation of Seniority Districts

A. Mechanical Department Seniority Districts - On the date of consummation of the merger, all mechanical facilities of the Frisco at St. Louis and Kansas City Terminals will be added to the BN Hannibal Seniority District No. 7. Frisco employees holding seniority rights at St. Louis and Kansas City will have their seniority dovetailed in the appropriate consolidated seniority rosters for BN Hannibal Seniority District No. 7. A new seniority district, designated Springfield (District 15), will be created to cover all seniority points at the Springfield terminal. A new seniority district, designated Frisco (District 16), will be created to cover all other seniority points including Tulsa, Memphis and Birmingham. Seniority ranking between two or more employees with the same date on the same seniority roster will be determined by their attained chronological ages as shown on records of the employing railroad, the oldest employee being placed first.

B. All other Frisco employees represented by the International Brotherhood of Electrical Workers who are not covered by the mechanical department schedule agreement shall be included in the appropriate Burlington Northern Seniority rosters in the same manner as those seniority rosters were consolidated under Article I of the BN Implementing Agreement dated September 1, 1972, and they shall be entitled to Frisco home road seniority preference until January 1, 1990 similar to Article I, D of

that Implementing Agreement. Burlington Northern employees on those seniority rosters as of the date of consummation of the BN-Frisco merger will also have home road seniority preference until January 1, 1990 to positions headquartered at BN points. Home road seniority preference will not apply at St. Louis and Kansas City terminals and may be discontinued at a date earlier than January 1, 1990 by mutual agreement.

C. Except as may be otherwise provided in this agreement, the rules of collective agreements between the organizations parties hereto and BN apply to employees on the entire Frisco system. In order to minimize confusion at any facility where a new collective bargaining agreement is being applied, there shall be a 180 calendar day transition period to fully implement all the new rules.

D. The merged company shall be treated as one completely integrated railroad immediately after merger, and no distinction based on former railroad employment relationship, former railroad geographical boundaries or former railroad equipment ownership shall be made concerning where employees may work, what equipment employees may work on, or which employees may perform work. However, nothing in this agreement shall operate to extend jurisdiction or Scope Rule coverage to agreements between another organization and one or more of the merging Carriers which were in effect prior to the date of merger.

ARTICLE II. Transfer of Work and Employees

A. The right of the merged company to transfer work from one location to another location within a seniority district or between seniority districts is recognized.

B. Transfer of Work Within a Seniority District

1. Each consolidation of facilities or the transfer of work elsewhere within a seniority district, as a result of the merger, which results in the abolishment of positions or transfer of employees, will be accomplished by posting a thirty (30) calendar day written notice and bulletin, only the particular mechanical facilities involved in the transfer, with a copy to be furnished to the General Chairmen involved. The notice will list the positions to be abolished at the facility or facilities from which employees are being transferred, and the positions to be created at the facility or facilities to which employees are being transferred.

2. The employees at the facilities from which the work is being transferred shall be given the opportunity to transfer with the work to the extent that additional positions are created at the facilities to which the work is being transferred; and sufficient employees at the facilities from which the work is being transferred will be required to accept employment within their classification, so as to insure a force adequate to meet the Carrier's requirements at the facilities to which the work is being transferred. Not less than twenty calendar days after posting of the bulletin a number of employees equal to the number of positions so bulletined will be chosen by informal exercise of seniority preference and will be transferred. Such employees shall have five working days after transfer to bid on the positions on bulletin or exercise their seniority at the facility to which transferred. Employees at the facility to which the work is being transferred may also bid on the positions being established due to the transfer of work. Employees transferred may be temporarily assigned to any of the available positions pending exercise of seniority and closing of the bulletin.

3. Where the number of positions being established, due to the transfer of work, at the facility or facilities to which the work is being transferred is smaller than the number of positions being discontinued at the facility or facilities from which the work is being transferred, the excess employees may exercise seniority in the same manner as if their positions had been abolished in an ordinary force reduction.

C. Transfer of Work Between Seniority Districts

1. When a transfer of work and employees from one seniority district to another requires a change in residence for affected employees, at least ninety (90) days' written notice shall be posted and a copy shall be given to the General Chairmen involved. Seniority of employees who are transferred will be dovetailed on a straight seniority basis on their new seniority district.

2. Employees who desire to transfer must so notify the officer who issued the notice at least thirty (30) days before the expiration of the 90-day notice period.

3. If an insufficient number of employees voluntarily accept transfer, the most junior employees at the facility from which the work is being transferred who will be unable

to hold an assignment after the transfer of work may be required to transfer with the work. Such junior employees may elect to exercise their seniority elsewhere on their seniority district in lieu of transferring with the work, in which case the most junior employees so displaced who are unable to hold an assignment may be required to transfer with the work. In such cases, the moving and real estate benefits of this agreement will be applicable only to the employees transferring to the new seniority district with the work.

D. Further Implementation

1. This agreement contemplates that at the end of the notice periods specified in this Article, the transfer of work and/or employees may be effectuated without further delay.

2. It is the Carrier's intention to keep the Organizations informed of transfers of work even when it has no adverse effect upon the employees.

ARTICLE III. Transfer Allowance and Real Estate

A. A merger protected employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction and who within his protective period is required to move his place of residence shall be reimbursed for, or relieved of all expenses of moving his household and other personal effects. The Carrier will determine the manner in which such moves shall be performed, except such movement shall not be by boxcar. In the event the movement of such property is performed by rail, the Carrier will bear the expense of necessary crating, pickup, delivery, uncrating and loss and damage insurance in transit. In the event the movement of such property is performed by motor vehicle, the Carrier will bear all charges assessed for packing at origin, moving to destination, unpacking at destination and loss and damage insurance in transit. Charges for warehousing, if necessary due to unforeseen circumstances beyond the employee's control, not exceeding thirty (30) calendar days, will be borne by the Carrier.

B. An employee covered by paragraph A above, who moves his residence, shall be reimbursed 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 six (6) working days), used in securing a place of residence in his new location, and, in addition to such benefits shall receive a transfer allowance of one thousand dollars (\$1,000), which amount will be paid within thirty (30) calendar days after the date the employee actually moves his residence.

C. Such an employee who drives his automobile from the point from which transferred to the point to which transferred will be paid at the authorized rate per mile for the actual road distance traveled.

D. No claim for expenses under this Article III will be allowed unless they are incurred within three (3) years from the date the employee transfers from one location to another and the claim for expenses must be submitted within ninety (90) calendar days after the expenses are incurred.

E. An employee specified in paragraph A of this Article III who is 55 years or older as of the date of the Merger Protective Agreement and who owns his home or is purchasing his home as of such date will be subject to the following provisions in lieu of the benefits contained in Article I, Section 12 of the Merger Protective Agreement of January 26, 1981.

Option (1).

(i) Each qualified homeowner electing this option will be paid twenty-five (25) percent of the fair market value of his home. In each case the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby.

(ii) For each year (12 calendar months) in excess of ten (10) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one (1) percent per year for the fair market value of his home, but not to exceed the number of years of continuous service with the merging railroads and not to exceed an additional twenty-five (25) percent.

(iii) The protected employee will be permitted to retain title to his home and will retain responsibility for any and all indebtedness outstanding against his home. The Carrier will assume no liability whatever in connection therewith.

(iv) If the protected employee purchases a different home between the date of the Merger Protective Agreement and the date he is required to move, he will be entitled to the benefits in this Article on the basis of application of the terms hereof to the home he owned prior to the date of the Merger Protective Agreement, except that he shall be treated as having occupied such home until the date of transfer in the application of paragraph (ii) of this Article.

(v) The protected employee qualified to participate in this property settlement and electing this Option (1) will notify the Carrier within thirty (30) days of the date he is required to move, providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the Carrier or its nominee a good and sufficient title to the property. In addition, for each year over ten years the protected employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value, but not to exceed the number of years of continuing service with the merging railroads and not to exceed twenty-five (25) per cent. As customary in real estate, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the Carrier or its nominee.

F. An employee specified in paragraph A of this Article III who is less than 55 years of age as of the date of the Merger Protective Agreement and who owns his home or is purchasing his home as of the date of the Merger Protective Agreement, will be subject to the following provisions in lieu of benefits contained in Article I, Section 12 of the Merger Protective Agreement of January 26, 1981.

Option (1).

(i) Each qualified homeowner electing this option will be paid fifteen (15) per cent of the fair market value of his home. In each case the fair

market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby.

(ii) For each year (12 calendar months) in excess of ten (10) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his employing Carrier party to this Agreement, and not to exceed an additional ten (10) per cent.

(iii) The employee will be permitted to retain title to his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home. The Carrier will assume no liability whatever in connection therewith.

(iv) If an employee purchases a different home between the date of the Merger Protective Agreement, and the date he is required to move, he will be entitled to the benefits in this Article on the basis of application of the terms hereof to the home he owned as of the date he is required to move.

(v) An employee qualified to participate in this property settlement and electing this Option (1) will notify the Carrier within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the Carrier or its nominee a good and sufficient title to the property. In addition, for each year over five (5) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one-half per cent per year of the fair market value up to and including eight (8) years and one (1) per cent for the ninth (9th) year and each year thereafter, but not to exceed the number of years of continuing service with his employing Carrier party to this Agreement and not to exceed fifteen (15) per cent.

As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the Carrier or its nominee.

G. If an employee is under contract to purchase his home, as of the date of this Agreement, the Carrier shall protect him against any loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him of any further obligations under his contract.

H. If an employee holds an unexpired lease of a dwelling occupied by him as his home, the Carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

I. In the event of dispute arising over fair market value as referred to in these Options, loss under a contract to purchase or loss and cost in securing termination of a lease, the following procedure will be followed in resolving the dispute:

A joint conference shall be arranged between the employee or representatives of the employees and the Carrier within ten (10) days of the dispute arising. If they are unable 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 employee or the representatives of the employees and the New Company, respectively; these two shall endeavor by agreement within ten (10) 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 president of the local board or association of realtors 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 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.

J. The term "home" as used herein, means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex)

and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

K. The provisions of Article I, Section 12 of the merger protective agreement will be applicable to a merger protected employee who had an employment relationship as of date of merger, but who did not own his home or was not purchasing a home as of the date of the Merger Protective Agreement.

L. In determining whether loss is suffered and amount of loss, if any, in connection with the sale of an employee's home for less than appraised fair market value, all of the usual and customary closing coats to the seller will be included, such as realty commission, title insurance fee, reconveyance fee, revenue stamps, and prepayment penalty on existing mortgage.

M. When the term "change in residence" is used in this Agreement and the Merger Protective Agreement it means transfer to a work location which is located either (A) outside a radius of 30 miles of the employee's former work location and farther from his residence than was his former work location or (B) is located more than 30 normal highway route miles from his residence and also farther from his residence than was his former work location.

ARTICLE IV. Certification

For the six (6) year period immediately following consummation of the merger, with respect to any protected employee, who has been continuously employed since that date at the Kansas City terminal or St. Louis terminal and who is displaced or dismissed as those terms are used in the Merger Protective Agreement, there shall be a conclusive presumption that he has been affected by the merger.

ARTICLE V. Effective Date and Conflicts

This agreement will become effective on the date signed. If there is any conflict or duplication of subject matter between this Agreement and any other agreement, including the Merger Protective Agreement and its appendages of even date, the terms of this Agreement shall prevail.

Signed at St. Paul, Minnesota, this 26th day of January, 1981.

FOR THE ORGANIZATION

B. F. Tangeman
General Chairman - IBEW

FOR BURLINGTON NORTHERN INC.:

A. E. Egbers
Vice President- Labor Relations

APPENDIX "Q"

BN _____

Mr. B. P. Tangeman
General Chairman
Intl. Bro. of Electrical Workers
360 Robert Street
St. Paul, Minnesota 55101

June 6, 1980

File SC-84(c)-Misc.

Dear Mr. Tangeman:

This refers to our discussions on November 24, December 1, 1978, February 9 and May 20, 1980 in regard to the construction of waste water treatment plants throughout the system, with particular reference to electrical work in connection therewith.

At the conclusion of our most recent discussions, it was agreed that the electrical work in each plant will be handled by company forces and contractor forces where required to the extent outlined on statement dated October 19, 1978, but revised as handed to me on May 20, 1980, and the wiring diagram on the reverse side thereof, copy of which is attached and made a part hereof, with the following exception:

Where reference is made in the two righthand columns on the statement of October 19, 1978, to lighting, motor control center, motor and equipment power wiring, control panel and control wiring, being performed by company forces "if schedule permits", it is agreed that if an established compliance date stipulated by governmental authorities cannot be met by the Carrier forces (Electrical Engineering) and it becomes necessary to use an outside contractor to accomplish the work within the compliance date, a qualified electrician will be present at all times during the time the contractors' forces are physically present and actually making those electrical installations.

It is also understood that the maintenance of electrical facilities will be by company electrical forces and in instances where the facilities are installed by the contractor, maintenance by company forces will be performed after the warranty periods expire.

It is also understood and agreed that all pending claims in connection with construction of waste water treatment plants are withdrawn.

Mr. B. F. Tangeman

-2-

June 6, 1980
File SC-84(c)-Misc.

If the foregoing fairly represents our understanding, please sign and return one copy of this letter.

Sincerely,

ACCEPTED:

L. K. Hall
Asst. to Vice President

General Chairman, IBEW

DSBAGMTS4,41

Attachment

WASTE WATER TREATMENT PLANT CONSTRUCTION

Work Items	WORK PERFORMED BY (No compliance Date)		WORK PERFORMED BY (Established Compliance Date)	
	Metal Buildings	Masonry Buildings	Metal Buildings	Masonry Buildings
Grading and Fill	Company Force	Company Force	Company Force	Company Force
Excavation and Backfill	Company Force	Contract	Company Force	Contract
Building Foundations	Company Force	Contract	Company Force	Contract
Construct Building	Company Force	Contract	Company Force	Contract
Floor Slab	Company Force	Contract	Company Force	Contract
Interior Partitions	Company Force	Contract	Company Force	Contract
Exterior Underground Piping	Company Force	Company Force	Company Force	Company Force
Interior Underground Piping	Company Force	Company Force	Company Force	Company Force
Plumbing and Sewers (Interior)	Company Force	Contract	Company Force	Contract
Conduit in Slab	Company Force	Contract	Company Force	Contract
Conduit in Building Walls	Company Force	Contract	Company Force	Contract
Electric Power and Service	Company Force	Company Force	Company Force	Company Force
Lighting	Company Force	Company Force	Company Force	Company Force
			If Schedule permits	If Schedule permits
Motor Control Center	Company Force	Company Force	“	“
Motor & Equipment Power Wiring	Company Force	Company Force	“	“
Equipment Foundations and Pads	Contract	Contract	Contract	Contract
Install Process Equipment	Contract	Contract	Contract	Contract
Install Process Piping	Contract	Contract	Contract	Contract
Heating and Ventilating (*Electrical Work)	Contract	Contract	Contract	Contract
Control Panel and Control Wiring	Company Force	Company Force	Company Force*	Company Force*
Office of Asst. Vice Pres. Engineering	** By company forces		* If compliance schedule permits	

This page has a drawing in the hard copy of the book. In this electronic copy it is blank.

APPENDIX "R"

Mr. B. F. Tangeman, Gen. Chmn.
Intl. Bro. of Electrical Workers
360 Robert Street, Rm. 424
St. Paul, Minnesota 55101

December 3, 1981

File SC-1(d) 1/26/81

Dear Mr. Tangeman:

This will confirm the following agreement reached in conference:

1. The employees listed in Attached A hereto will retain the rate of pay, which shall be adjusted to reflect general wage adjustments (including C.O.L.A.), which they were receiving on January 26, 1981 so long as they remain in the classification they occupied on that date on the former Frisco Railroad. If they bid to another position voluntarily they will lose the protection provided in this paragraph. If they are displaced from the classification they occupied on the former Frisco Railroad on January 26, 1981 they will lose the protection provided in this paragraph while they are not working therein but they will resume the protection when they return to a position in that classification. Should such an employee fail to return to an available position on the former Frisco after being advised in writing that the position is available he will forfeit the protection provided in this paragraph.
2. The monthly rated crew linemen listed in Attachment B hereto will remain on a six-day position, making them subject to call until such time as they voluntarily relinquish their monthly rate in writing, with a copy to the General Chairman. If they voluntarily relinquish such positions in writing they will assume the rate of pay and conditions which apply to crew linemen on the Burlington Northern.
3. The five hourly rated communications maintainers listed in Attachment C hereto will receive retroactive pay from February 1, 1981 through June 30, 1981 in the amount of \$200 per month if they worked all available regular assigned workdays per month, and proportionate amounts if they worked fewer workdays; e.g., 20 workdays in month, worked 19 - retroactive pay will be \$190. For the periods from January 26 through 31 and July 1 through 15, 1981, such employees will receive \$9.09 and \$8.70, respectively, for each regularly assigned workday on which service was performed in those periods.

4. Increase in rates of pay as a result of the application of the Burlington Northern Agreement on the former Frisco Railroad will be effective as of January 26, 1981 as set out in Attachment D hereto.
5. Former Frisco employees in the Engineering Department who, as of January 26, 1981, held seniority not only in that department but also as shop electricians will retain such dual seniority until such time as they elect to exercise their shop electricians' seniority. Upon such election, they will forfeit their Engineering Department seniority and thereafter will not be permitted to hold dual seniority in the above-mentioned classifications. Termination of dual seniority hereunder shall not be construed as depriving the employee of any rights or benefits or eliminating any obligation which he may have under the Merger Protective Agreement signed by the parties on January 26, 1981.
6. It was agreed in conference that those classifications which had existed in former St. Louis and San Francisco Agreements not conforming to the Burlington Northern Agreement (April 1, 1970, as amended) will not be continued.
7. Employees receiving higher rates specified in classes outlined in Attachments A through D of this Agreement will not be required to file merger protective forms for the higher rates.

Sincerely,

ACCEPTED:

C. L. Melberg
Director of Labor Relations

B. F. Tangeman
General Chairman, IBEW

ch1544

(Attachments not reproduced)

APPENDIX "S"

MEMORANDUM OF AGREEMENT

Between

**BURLINGTON NORTHERN RAILROAD COMPANY
And Its Communications and Electrical Department Employees**

**Represented by
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

IT IS HEREBY AGREED that, effective April 1, 1983:

Where the Carrier leases equipment contained in the Classification of Work Rules of Communication Workers and/or Electrical Engineering Workers and/or work generally recognized as work of the Communication and/or Electrical Engineering Workers, and the lessor extends to the lessee the option of installing and/or maintaining the leased equipment, and the Carrier does not accept the option(s), this will be considered subcontracting under "Appendix G-2" Agreement of December 7, 1969, as amended by "Appendix G-3" Agreement of May 18, 1970.

This provision will be effective with leases entered into, on and after the effective date of this agreement.

This Memorandum of Agreement is in full and final disposition of the proposals made on behalf of the International Brotherhood of Electrical Workers set forth in Appendix A, designated Employee Protection and Subcontracting and/or Leasing of the Notice under the Railway Labor Act dated July 21, 1981 served on Burlington Northern Inc. by the International Brotherhood of Electrical Workers.

Signed at St. Paul, Minnesota, this 7th day of March, 1983.

FOR BURLINGTON NORTHERN
RAILROAD COMPANY

FOR INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Director of Labor Relations

General Chairman

Manager of Labor Relations

APPROVED:

Vice President - Labor Relations

DSCIBEW52,16

Mr. B. F. Tangeman, Gen. Chmn.
Int. Bro. of Electrical Workers
360 Robert Street, Rm. 424
St. Paul, Minnesota 55101

March 7, 1983

File SC-1(c) Notice
8-1-77A

Dear Mr. Tangeman:

This will confirm the understanding in connection with the Memorandum of Agreement covering leasing, signed this date, that leasing includes renting of a particular item for more than 30 days.

Sincerely,

ACCEPTED:

/s/ Clement Lane
Director of Labor Relations

/s/ B. F. Tangeman
General Chairman, IBEW

DSCIBEW52,1852

APPENDIX "T"

MEMORANDUM OF AGREEMENT
Between
GREAT NORTHERN RAILWAY COMPANY
And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Effective as of November 1, 1954, it is hereby agreed between the above-named parties that where bad order units of two-way radio installations on locomotives, cabooses, business cars, way stations, etc., have to be replaced, the procedure would be as follows:

Item 1:

1. Use an employe covered by a 1-D classification, if available.
2. If no 1-D man available, use an employe covered by a Class 1-A classification.
3. If neither a 1-D nor a 1-A man was available, use a Class 2 man; and
4. If none of the above are available, to avoid delay to equipment, a shop electrician or roundhouse electrician other than a Communication Department employe can be used.

It was further understood that if in such cases a 1-D, Class 1-A, Class 2 or shop or roundhouse electrician were used in their proper order, the exchange of units would be made without additional compensation when handled within their regular work period, but that if the exchange was made at a time continuous with their regular working period they would be paid straight overtime for the time worked with a minimum of one hour or, if made outside their regular working hours and not continuous with same, they would be paid a four hour call.

It was further agreed that in the event a condition exists on a train in transit where in order to avoid delay it would be necessary to use the first available man in order to make such a change, there was no particular objection to so doing, and in such case no claim would be considered in favor of the employe who might otherwise normally be used to perform such service.

Item 2:

It was agreed that there was no change in the present agreement relative to the use of Class 1-A employes to handle the installation and maintenance of radio broadcast receivers.

Item 3:

It is agreed that maintenance of pole work, including antennae and necessary cable to terminal on wayside radios was work belonging to employes covered by Class 2, and it was further agreed that where additional employes other than Class 2 employes were needed for the erection of poles used for radio transmission, such additional help would be provided by employes of the Communications Department.

Item 4:

It was understood that as soon as conditions justified, the Superintendent of Communications and the General Chairman were going to get together to attempt to draw up a plan for training Class 1-D employes.

Item 5:

It was agreed that there would be at least a thirty calendar day period between the starting dates of trainee employes.

Item 6:

It was agreed that as of the first of the year vacation schedules would be agreed upon and where justified relief assignments would be established to take care of vacations of employes in the ensuing vacation term, it being understood that insofar as possible, employes would be awarded vacations in line with their preference according to their seniority.

Item 7:

It was agreed that effective as of January 1, 1955, special agreement of March 10, 1953, covering the use of a combination 1-A -- 1-D employe at Kelly Lake would be terminated and a new position for a 1-D employe with headquarters established at that point and that thereafter the 1-A employe at Superior would handle 1-A duties formerly performed by the combination assignment in addition to other

1-A work on the Mesabi Division until or unless such time as it might become necessary to put on another full time 1-A employe due to having increase in work.

FOR: INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

FOR: GREAT NORTHERN
RAILWAY COMPANY

General Chairman

Superintendent of Communications

APPROVED:

SYSTEM FEDERATION NO. 101

Vice President

President

Secretary-Treasurer

Signed at St. Paul, Minnesota this 9th day of December, 1954.

File A-60

APPENDIX "U"

MEMORANDUM OF AGREEMENT
Between
GREAT NORTHERN RAILWAY COMPANY
And
SYSTEM FEDERATION NO. 101, RAILWAY EMPLOYEES' DEPARTMENT,
A. F. OF L.

It is hereby agreed that effective as of December 1, 1953, the work of System and Division Electricians shall be as set forth below:

1. Perform all building, power plant and line AFE work, and so-called heavy repairs at all points. Maintenance work in connection with the same at all shop and roundhouse points where a shop electrician is not regularly employed.

When there is sufficient work at shop and roundhouse points to give full time employment to one or more electricians, a shop electrician may be employed.

2. Construct and maintain all high-voltage lines. In case of emergency when no System or Division Electrician is available, the Local Power Company may be called to make temporary repairs, including the replacement of primary fuses.

3. Installing of all permanent power supply lines for standby air conditioning receptacles and all permanent lines for battery charging including switchboards used in connection with such work.

Shop electricians will install and maintain all air conditioning cables and equipment.

The maintaining of the above equipment at points where no shop electrician is employed shall be performed by system electrician crews or division electricians.

4. The installing and maintaining of all floodlight towers and pole lights in car yards, hump yards, shop yards, company owned parking lots, etc., except maintaining floodlights on Ore Docks, is the work of system or division electricians, except that in case of emergency and a set of floodlights fail, a shop electrician being available may change the fuses or lamps.

5. The maintenance of turntables, transfer tables, electric cranes and drawbridges where a shop electrician or regularly assigned maintenance electrician is not employed.

6. System or division electrician will be used to effect heavy repairs on electric cranes and other heavy shop machinery beyond the ability of the shop electricians to perform without added electrical shop force.

FOR: SYSTEM FEDERATION NO. 101

FOR: GREAT NORTHERN RAILWAY
COMPANY

/s/ Floyd L. Elliott

President

/s/ I. G. Pool

Vice President

/s/ Louis G. Lee

Secretary-Treasurer

/s/ Floyd L. Elliott

General Chairman, International
Brotherhood of Electrical Workers

Signed at St. Paul, Minnesota this 10th day of November, 1953.

APPENDIX "V"

AGREEMENT

Between

NORTHERN PACIFIC RAILWAY COMPANY

and

**SYSTEM FEDERATION NO. 7
RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO**

In Behalf of

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

* * * * *

Section 1. Effective November 1, 1954, an agreement was entered into between the parties hereto governing rates of pay, hours of service and working conditions of employes in the Communications Department specified herein.

Section 2. Rule 20, contained in the above-stated agreement, reads as follows:

**"MONTHLY RATED COMMUNICATION MAINTAINERS,
COMMUNICATION LINEMEN AND CREW FOREMEN**

Rule 20. (a) Except as otherwise provided in this Rule 20, communication maintainers, communication linemen and crew foremen will be paid a monthly rate to cover all services rendered on six days per week. The sixth day of the work week and holidays shall be considered stand-by days. Such employes shall be assigned one regular rest day per week, Sunday if possible.

Note: The assigned rest day referred to in this Rule 20(a) shall extend from 12:01 A.M. to 12:00 Midnight of the calendar day that is assigned as the rest day.

(b) Ordinary maintenance or construction work required on the sixth day of the work week or on holidays will be paid for under Rule 17.

(c) Work performed on the assigned rest day will be paid for under Rule 17.

(d) The straight time hourly rate of such positions shall be determined by dividing the monthly salary by 211 hours, which is the number of hours comprehended in establishing the monthly rates.

(e) Necessary actual expenses will be allowed when away from headquarters.

(f) An employe who performs less than a full month's service on a position of communication maintainer, communication lineman or crew foreman will be paid 1/316.5 of the annual salary of the position filled for each day, other than the assigned rest day, that he fills such a position.

(g) Except as otherwise provided in Rule 20(b), no overtime shall be allowed for time worked in excess of eight hours on any day of the assigned work week; on the other hand, no time shall be deducted unless the employe lays off of his own accord.

(h) It is not the practice of the Management to assign the performance of ordinary maintenance and/or construction work between the hours of 6:00 P.M. and 6:00 A.M.

(i) 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."

Section 3. Effective November 1, 1969, the above-quoted rule is hereby revised as follows:

**"MONTHLY RATED COMMUNICATION MAINTAINERS,
COMMUNICATION LINEMEN AND CREW FOREMEN**

Rule 20. (a) Except as otherwise provided in this Rule 20, communication maintainers, communication linemen and crew foremen will be paid a monthly rate to cover all services rendered on six days per week. The sixth day of the work

week and holidays shall be considered stand-by days. Such employes shall be assigned one regular rest day per week, Sunday if possible.

Note: The assigned rest day referred to in this Rule 20(a) shall extend from 12:01 A.M. to 12:00 Midnight of the calendar day that is assigned as the rest day.

(b) All maintenance or construction work required on the sixth day of the work week or on holidays will be paid for under Rule 17.

(c) Work performed on the assigned rest day will be paid for under Rule 17.

(d) The straight time hourly rate of such positions shall be determined by dividing the monthly salary by 211 hours, which is the number of hours comprehended in establishing the monthly rates.

(e) Necessary actual expenses will be allowed when away from headquarters.

(f) An employe who performs less than a full month's service on a position of communication maintainer, communication lineman or crew foreman will be paid 1/316.5 of the annual salary of the position filled for each day, other than the assigned rest day, that he fills such a position.

(g) Except as otherwise provided in Rule 20(b), overtime shall be allowed for authorized time worked in excess of eight hours on any day of the assigned work week. No time shall be deducted unless the employe lays off of his own accord.

(h) 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."

Section 4. Except as herein provided, and except as may be otherwise amended, the said agreement effective November 1, 1954 is unchanged.

Section 5. This agreement will become effective November 1, 1969 and will continue in effect until changed in accordance with the procedure prescribed in the Railway Labor Act, as amended.

For the
NORTHERN PACIFIC RAILWAY COMPANY

Assistant Vice President - Labor Relations

For the EMPLOYEES:

General Chairman
International Brotherhood of Electrical Workers

President
System Federation No. 7, Railway Department, AFL-CIO

St. Paul, Minnesota
September 30, 1969

October 21, 1969

Mr. Oscar A. Walimaa, General Chairman
International Brotherhood of Electrical Workers
15174 Victor lane
Minnetonka, Minnesota 55343

Dear Sir:

During conference covering negotiations modifying Rule 20 of the agreement between the Northern Pacific Railway and the International Brotherhood of Electrical Workers, Communications Department Employees, it was agreed that:

1. In application of Rule 20(a) there is hereby established a rotation of standby days between monthly rated Communications Maintainers and a rotation of standby days between Communications Linemen.

2. Effective November 1, 1969, seven (7) rotation groups will be established in the Communications Maintainers seniority class and seven (7) rotation groups will be established in the Communications Lineman seniority class.

3. Each rotation group will consist of sufficient employees to allow each employee in the classes shown in paragraph 2, at least one standby day exempt from call in each four (4) standby days.

4. During an employees exempt standby day, this agreement will not prevent the Railway Company from calling such employee provided he is available and desires work nor is the Railway Company prevented from calling any other qualified employee on standby.

Yours truly,

Assistant Vice President - Labor Relations

AGREED TO:

General Chairman
International Brotherhood of Electrical Workers

September 1, 1972
File SC-1-(a)-IBEW

Mr. W. J. Peck, General Chairman
International Brotherhood of Electrical Workers
360 Robert Street, Room 416
St. Paul, Minnesota 55101

Dear Sir:

This is to confirm the following understanding in connection with the Schedule Agreement for Communication and Electrical Department employees signed this day, concerning monthly-rated Communication Maintainers, Communication Linemen and Crew Foremen of the former Northern Pacific:

A. Rule 20 of the former NP Schedule Agreement, as amended by the Memorandum of Agreement dated September 30, 1969 and the letter agreement dated October 21, 1969 shall continue to apply to employees working under that rule on March 3, 1970, until one of the following occurs:

- (1) He elects to waive his right in writing.
- (2) He exercises seniority and obtains a position located at a point designated in Article I, Paragraph (d)2, of Implementing Agreement No. 1 signed this date, as a "Q", "G" or "S" point, or any common point which was not common with the former NP.

B. Employees while covered by the benefits of former NP Rule 20 will not be covered by the following BN Schedule Agreement rules:

- (1) Rule 1, Paragraph (a).
- (2) Rule 2, Paragraph (a), (b), (c) and (f).
- (3) Rule 4, Paragraph (a), but instead of that rule, the following which is former NP Rule 15, Paragraph (a) will apply:

OVERTIME - Rule 15. (a) Except as otherwise provided in this Rule 15, time worked following and continuous with a regular assigned work period shall be computed on actual minute basis and paid for at time and one-half rate with minimum of thirty (30)

the minimum allowance of thirty (30) minutes will not apply to the time consumed by a crew in traveling from a work location to headquarters when delayed en route.

- (4) Rule 4, Paragraph (e), but instead of that rule, the following which is former NP Rule 15, Paragraph (b), will apply:
 - (b) Time worked following and continuous with a regular assigned work period shall be paid for at double time rate after sixteen (16) continuous hours of work computed from starting time of employe's regular shift until released, provided, however, that if, after completion of such service, an employe is released at the starting time of his regular assignment or during the hours of his regular assignment he may continue on his regular assignment at straight time rate.

(5) Rule 8.

- (6) Rule 27, Paragraph (d), but instead of that rule, the following which is former NP Rule 27 will apply:

TRANSFERRING - Rule 27. Employes transferring from one point to another at their own request or accepting positions in the exercise of their seniority rights will do so without causing any extra expense to the Railway Company and will not be allowed time for traveling.

They will be allowed free transportation for themselves, dependent members of their families and household goods on the lines of this Railway Company when it does not conflict with State or Federal laws, but free transportation of household effects under this circumstance need not be allowed more than once in a calendar year, except that a move made a result of the abolishment of a position will not be counted.

- (7) Rule 43, Paragraph (a).
- (8) Rule 44, Paragraphs (a), (b) and (c).

- (9) Rule 48, Item 2 under (a) and Item 1 under (c).
- (10) Any other rules that might otherwise result in duplication or pyramiding of benefits.

C. At common points where the employees are required to take calls, records will be kept with the view of distributing the burden of emergency calls as equally as reasonably possible between employees covered by former NP Rule 20 and those who are not. Unequal distribution shall be corrected by adjusting future calls, and shall not be the basis for claims that employees were not called in proper order.

Very truly yours,

T. C. DeButts
Vice President

AGREED:

/S/ W. J. Peck
General Chairman, IBEW

APPENDIX "W"

Mr. W. J. Peck, General Chairman
Int'l. Bro. of Electrical Workers
360 Robert Street, Room 416
St. Paul, Minnesota 55101

March 23, 1971

Dear Mr. Peck:

This is to confirm the following understanding concerning the proposed system floating microwave tower crew:

1. The crew will work under the supervision and direction of a qualified tower maintenance supervisor who shall participate fully in the work, but who will not be covered by schedule rules except the requirement to maintain membership in the I.B.E.W.
2. The remainder of the crew will be composed of towermen, which positions will be offered on bulletin to all employees on the entire B.N. system who hold seniority as communications linemen.
3. The employees on this crew will be required to climb towers of any height at any location, and the bulletins shall so specify.
4. The positions of towermen shall be monthly rated at the rate now applicable to Communications Technicians Class 1-A on the former Great Northern.
5. The crew shall be entitled to actual necessary expenses when working away from specified headquarters.
6. Nothing in this agreement shall be interpreted to prohibit the practice of contracting the original construction and installation of microwave towers.

You may signify your concurrence in this understanding by signing this letter in the place indicated.

Sincerely,

T. C. DeButts
Vice President

Concurred:

General Chairman

File SC-1(a)-2, 3/23/71

APPENDIX "X"

May 22, 1969

Shops 2069-68

Mr. W. J. Peck
General Chairman, IBEW
St. Paul, Minnesota

Dear Sir:

Referring to correspondence ending with your letter of December 31, 1968, concerning the maintenance of microwave towers on the CB&Q.

Further investigation has been made of this matter and we are advised that on the Northern Pacific all of the existing microwave towers and the initial installation of the equipment was erected and installed by contractors. The Communications Department men are required to climb the towers 100 feet or less in height for routine maintenance such as tightening bolts, replacing dishes and maintaining the wave guide.

In order to dispose of this case and resolve the dispute on this property, it is proposed that our Communications Department linemen be assigned similar maintenance of towers and that all other towers be handled by contract. In the event a jurisdictional dispute arises over the painting of the towers of 100 feet or less in height, it will be subject to resolution by all interested parties. Since we do not have equipment to properly handle the tensioning of guy wires, this will continue to be handled by contractors, but with the understanding a Communications Department lineman will be present at all times while this work is being performed. The erection of additional towers and the initial installation of any additional microwave equipment will be contracted.

Please acknowledge your concurrence by affixing your signature in the space provided on the duplicate copy of this letter and return same for my file.

AGREED:

Yours truly,

General Chairman, IBEW

APPENDIX "X"

Mr. B. F. Tangeman, Gen. Chmn.
Int. Bro. of Electrical Workers
360 Robert Street, Rm. 424
St. Paul, Minnesota 55101

July 8, 1982

File SC-1(a) IBEW

Dear Mr. Tangeman:

Appendix "O" in the Schedule Agreement covering Communications and Electrical Department Employees embodies a letter agreement dated September 1, 1972. Section (5)(f) of that letter agreement provides that the former Chicago, Burlington and Quincy letter agreement dated May 22, 1969, concerning maintenance of microwave towers 100 feet or less in height, remains in effect.

Since the Burlington Northern merger on March 3, 1970, the above-mentioned CB&Q letter agreement has had a system-wide application on Burlington Northern Railroad Company property and, in conformance therewith, BN Communications Department employees are assigned and required to climb towers 100 feet or less in height for routine maintenance such as tightening bolts, replacing dishes and maintaining the wave guide.

There are, however, some BN Communications Department employees who are willing to perform maintenance on towers in excess of 100 feet in height. In regard to those employees, it is agreed that each day they perform maintenance on such towers, in addition to their normal daily compensation, they will be allowed one overtime call. Their performance of such work will continue to be on a voluntary basis.

Sincerely,

ACCEPTED:

C. L. Melberg
Director of Labor Relations

General Chairman, IBEW

dh744

APPENDIX “Y”

PESONAL LEAVE

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

APPENDIX "Z"

DAYLIGHT SAVING TIME

Mr. B. F. Tangeman, Gen. Chmn.
Int. Bro. of Electrical Workers
360 Robert Street, Rm. 424
St. Paul, Minnesota 55101

Dear Mr. Tangeman:

Reference is made to our previous conference at which time the subject of Daylight Saving Time vs. Standard Time was discussed. At the conclusion of this conference it was mutually agreed that paragraph 2 of the Memorandum of Agreement between the Great Northern Railway Company and System Federation No. 101 would have a system application on this property, as amended, reading as follows:

"2. Where the transition from Standard to Daylight Saving time is put in effect, employe who, in making the change, would work 7 hours, would be paid 8 hours, and that in reverting to Standard time, employes affected would work 9 hours for 8 hours pay."

Sincerely,

ACCEPTED:

Vice President - Labor Relations

General Chairman - IBEW