

AGREEMENT

between

Grand Trunk Western Railroad Co.

and the

**Canadian National Railways
St. Lawrence and Great Lakes
Regions Lines in the
United States**

and

THEIR EMPLOYEES

Represented by System Federation No. 92 of the Railway Employees' Department, AFL-CIO, and its affiliated organizations of the Mechanical Section composed of:

1. International Association of Machinists.
2. International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers.
3. Sheet Metal Workers' International Association.
4. International Brotherhood of Electrical Workers.
5. Brotherhood Railway Carmen of America.

It is understood that this Agreement shall apply to those who perform the work specified herein in the Maintenance of Equipment Department and all other Departments wherein work covered by this Agreement is performed except where covered by other Agreements on the effective date hereof.

Effective September 1, 1949. Reprinted February 1, 1962, to include up-to-date rates of pay and incorporation of various rulings or understandings.

PREAMBLE

The welfare of the Grand Trunk Western Railroad Company and the Canadian National Railways — St. Lawrence Region and Great Lakes Region Lines in the United States and their employees is dependent largely upon the service which the railroads render the public. Improvements in this service and economy in operating and maintenance expenses are promoted by willing cooperation between the railroad managements and the voluntary organizations of their 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 these railroads are greatly encouraged. The parties to this Agreement recognize the foregoing principles and agree to be governed by them in their relations.

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ADDENDUM NUMBERS

1. June 12, 1957 Letter Agreement re Applying Holiday Pay to Employees on Shift Starting 11:00 P.M. on Day Preceding Holiday.
2. June 21, 1945 Agreement re Bulletining of Vacancies for Outside Electricians and Their Duties.
3. September 1, 1959 Agreement re Promotion to Non-Schedule Positions of Supervisor of Diesel Equipment and Protection of Seniority in Craft.
4. February 1, 1961 Agreement re Bulletining of Vacancies for Outside or Traveling Mechanics, Establishment of Seniority as Such and Retention of Seniority at Home Point.
5. September 23, 1958 Agreement re Consolidation of Electricians' Seniority Lists at Port Huron.
6. June 1, 1957 Agreement re Merging of Facilities and Consolidation of Seniority Rosters — Battle Creek Roundhouse and Battle Creek Shop.
7. June 16, 1960 Letter Agreement re Apprentices Exercising Seniority Over Mechanics With Less Than Two Years' Seniority.
8. January 1, 1942 Agreement re Promotion of Apprentices and Helpers to Fill Mechanic Positions When There is a Shortage of Mechanics.

GENERAL RULES

HOURS OF SERVICE

RULE 1

(a) Eight (8) hours shall constitute a day's work. Except as otherwise provided in this agreement, or as may hereafter be legally established, all employees shall be paid on the hourly basis.

Establishment of a Short Work Week

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 week of individual employees.

(b) General

The carrier will establish, effective September 1, 1949, for all employees, subject to the exceptions contained in this working agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the following provisions:

(c) Five-day Positions

On positions the duties of which can reasonably be met in five (5) 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 (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(e) Seven-day Positions

On positions which have been filled seven (7) days per week any two (2) 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 (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under the agreement.

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

seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving. Relief employees will take the rate of the regular employee they are assigned to relieve. Relief assignments consisting of positions or work in more than one seniority district may be mutually agreed to.

(g) Deviation from Monday-Friday Week

If in positions or work extending over a period of five (5) days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (c), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.

(h) Nonconsecutive Rest Days

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

- (1) All possible regular relief positions shall be established pursuant to paragraph (f).
- (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 (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) 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 assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim 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 (5) days per week.

(i) Beginning of Work Week

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

(j) Bulletin Rule

Existing 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) Sunday Work

Existing 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 Sept. 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 types 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.

(l) Overtime Provisions

Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph (h) of this Rule.

Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work week, except where such work is

performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph (h) of this Rule.

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitratories 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.

**(m) Travel Time for Traveling Relief Employees —
(When and if Traveling Relief Assignments Are
Established).**

(a) The carrier shall designate a headquarters point for each relief assignment, which shall be changed only after at least ten (10) calendar days written notice to the employee affected.

(b) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour and thirty minutes, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one hour and thirty minutes, then the excess over one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled.

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

(d) When such employees are unable to return to their headquarters on any day they shall be entitled, in addition to the allowances under (b) and (c), to reimbursement for actual necessary cost of lodging and two meals per day while away from headquarters, with a maximum of \$4.00 per day—i.e., the 24-hour period following the time when the employee's last

shift began—but on such days they shall not be paid for any hours after their assigned hours unless actually working, or traveling to another work location. Accommodations on a sleeper may be furnished in lieu of the lodging above provided for and time spent on the sleeper will not be considered travel.

(e) The carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of the Chicago Agreement dated March 19th, 1949, a minimum amount of travel and time away from home for the employees involved.

STARTING TIME AND LUNCH PERIOD

RULE 2

There may be one, two or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officers and the employees' committee based on actual service requirements.

The time and length of the lunch period shall be subject to mutual agreement.

REST DAY AND HOLIDAY WORK

RULE 3

(a) Time worked on assigned rest days and the following holidays will be paid at the rate of time and one-half: New Years, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas. Should any of the above mentioned holidays fall on Sunday, the day substituted by the Federal Government will be observed.

When a holiday occurs in a work week, the hours in such work week may be reduced to thirty-two (32).

(b) (ARTICLE III — HOLIDAYS —

National agreement dated August 19, 1960)

Section 1. Subject to the qualifying requirements applicable to regularly assigned employees contained in Section 3 hereof, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas
Fourth of July	

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section 3 hereof, all others who have been employed

on hourly or daily rated positions shall receive eight hours pay at the pro rata hourly rate of the position on which compensation last accrued to him for each of the above-identified holidays if the holiday falls on a work day of the work week as defined in Section 3 hereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a 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.

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the carrier is credited; or
- (ii) Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement.

for service.

For purposes of Section 1, the workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees, whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

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

(ARTICLE II —

National Agreement Dated August 21, 1954)

Section 4. Provisions in existing agreements with respect to holidays in excess of the seven holidays referred to in Section 1 hereof, shall continue to be applied without change.

Section 5. Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

(Shifts commencing 11:00 P.M. on day preceding holiday—see Addendum I)

OVERTIME AND CALLS

RULE 4

For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one hour for any such service performed.

Employees shall not be required to work more than two hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight-time rates.

Employees called or required to report for work and

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

Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one hour—the advance period to be not more than one hour.

Except as otherwise provided for in this rule, all overtime beyond sixteen hours' service in any twenty-four-hour period, computed from starting time of employees' regular shift, shall be paid for at rate of double time.

COMPLETION OF SHIFTS

RULE 5

(a) Employees 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 at their own request.

(b) Employees called to work on their assigned rest days to take the place of employees assigned to work on such days will be allowed to complete the balance of the day unless relieved at their own request.

(c) Those who are called will be advised as soon as possible after vacancies become known.

LUNCH PERIOD

RULE 6

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 minutes) without loss of time.

This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

EMERGENCY ROAD WORK AND WRECKING SERVICE

RULE 7

An employee regularly assigned to work at a shop, enginehouse, repair track, or inspection point, when called for emergency work or wrecking service away from such shop, enginehouse, repair track, or inspection point, will be paid from the time ordered to leave home station until his return for all time working,

waiting or traveling, shop hours at home station to govern except as provided in paragraphs (a), (b) and (c) below:

(a) All time waiting and traveling outside of the recognized straight time hours at home station will be paid for at the rate of time and one-half.

(b) All time working outside of the recognized straight time hours at home station will also be paid for at the rate of time and one-half, except that double time will be allowed for service beyond sixteen hours in the same twenty-four-hour period computed from starting time of employee's regular shift exclusive of waiting and traveling time.

(c) If during the time on the road an employee is released for rest for five hours or more, time so occupied shall be deducted, provided that in no case shall the employee be paid for a total of less than eight hours each calendar day, when such irregular service prevents him from working his regular daily hours at home station.

Where meals and lodging are not provided by the 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.

If required to leave home station during overtime hours, employees will be allowed one hour preparatory time at straight-time rate. (Interpreted as allowing one hour preparatory time at straight-time rate to wrecking service employees in all instances where they are called out at home station during overtime hours and perform wrecking service, regardless of whether or not they leave the home station, such allowance to be absorbed in the event payment of a four-hour call is allowed.)

DISTRIBUTION OF OVERTIME

RULE 8

When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time. Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.

TEMPORARY VACANCIES AT OUTLYING POINTS

RULE 9

(a) Employees sent out to temporarily fill vacancies at an outlying point or Shop or sent out on a temporary transfer to an outlying point or Shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent;

straight-time rates to be paid for straight time hours at home station and for all other time, whether waiting or traveling, except assigned rest days and holidays, when time and one-half will be paid. If, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

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

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

(d) On the return trip to the home point, time for waiting or traveling will be allowed in the same manner up to the time of arrival at the home point.

(e) This rule does not apply to employees on furlough at their home point and permitted to accept temporary employment elsewhere.

OVERTIME CHANGING SHIFTS

RULE 10

Employees transferred from one shift to another at the direction of Management will be paid overtime rate for the first shift worked on the shift to which transferred and if he works more than one shift on the shift to which transferred shall be paid at overtime rate for the first shift worked after returning to his regular assignment. Such overtime payments shall not apply to transfers made as a result of the exercise of seniority or in connection with the granting of vacations.

Relief assignments consisting of different shifts will be kept to a minimum. For such assignments the penalty pay provision in the first paragraph of this rule will not apply for shift changes included in the regular relief assignment.

REGULAR ASSIGNED ROAD WORK

RULE 11

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

Straight time for all hours traveling and waiting, straight time for work performed during regular hours, and overtime rates for work performed during overtime hours. If relieved from duty and permitted to go

to bed for five (5) hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the company when away from home station, actual expenses will be allowed.

The starting time to be not earlier than 6 A.M. nor later than 8 A.M.

Where two or more shifts are worked, the starting time will be regulated accordingly.

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

EXCEPTION: In case where the schedule of trains interferes with the starting time an agreement may be entered into by the Superintendent of the Department affected and the General Chairman of the Craft affected.

FILLING VACANCIES

RULE 12

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.

EMPLOYEES ON NIGHT SHIFTS— PREFERENCE TO VACANCIES

RULE 13

Employees serving on night shifts desiring day work shall have preference when vacancies occur, according to their seniority.

BULLETINING AND FILLING VACANCIES

RULE 14

Vacancies of thirty (30) calendar days or more and newly created positions of thirty (30) calendar days or more will be bulletined for five (5) calendar days to the respective crafts and filled by the senior qualified applicant.

Vacancies or newly created positions of less than thirty (30) calendar days may be filled without necessity of bulletin.

Employees assigned to temporary vacancies or temporary positions will return to their former assignments on termination of such temporary vacancy or temporary position.

The provisions of Rule 10 will not apply to employees changing shifts in the application of this rule.

(G.T.W. only—Following paragraph added by Agreement dated August 1, 1954)

Employees absent from duty due to scheduled vacation may, within five calendar days from date of their return to duty, exercise their seniority on any position bulletined and filled during their absence, subject to the provisions of this rule.

It is understood that the above in no way affects the provisions of Leave of Absence Rule No. 17.

(See Addendum No. 2 re bulletining of vacancies for outside electricians.)

(See Addendum No. 4 re bulletining of vacancies for outside or travelling mechanics.)

CONSIDERATION OF MECHANICS FOR PROMOTION

RULE 15

Mechanics in service will be considered for promotion to positions of foremen. The names of mechanics so promoted will be continued on the seniority list and they will continue to accumulate seniority in the craft from which promoted.

Mechanics promoted to positions of foremen (other than temporary), may when released from such position other than on their own request, exercise their seniority as mechanics on vacancies or newly created positions. The rights of a mechanic who leaves a position of foreman at his own request will be subject to negotiation between the General Chairman of the Craft involved and the proper officer of the railway.

Mechanics temporarily promoted to positions of foremen will on release from such temporary employment return to their regular assignments as mechanics.

(G.T.W. only — Agreement dated January 1, 1950)

It is hereby agreed that any employee, promoted from the crafts under the provisions of Rule 15, will have the privilege, if and when such supervisory position is abolished, to return to the seniority standing in the crafts that they held previous to such promotion. It is understood, however, that a supervisor thus reduced will accept such assignment in his seniority district as may be open but cannot exercise his seniority until there is a vacancy advertised.

(See Addendum No. 3 re promotion to non-schedule positions of Supervisor of Diesel Equipment and protection of seniority in Craft.)

(See Addendum No. 4 re seniority on positions of outside or travelling mechanics.)

(See Rule 123(2)(f) re retention of seniority in Com-

AGREEMENT BETWEEN
 GRAND TRUNK WESTERN RAILROAD COMPANY
 AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

IT IS AGREED:

A. Any employee who is holding an official, supervisory or excepted position on November 1, 1983 may elect to retain and accumulate seniority within the craft represented by an organization party to this Agreement so long as he pays the currently applicable service fees to an organization party to this Agreement. In the event an employee who has exercised his option and is not delinquent in his service fees payments is subsequently removed from such position by the carrier and has no displacement rights in the craft from where he is being removed (other than through dismissal for cause), he shall be entitled to displace any employee with less seniority in the craft or highest class in which his seniority will permit or bid on a bulletin vacancy on the seniority roster from which promoted. In the event an employee is not subsequently removed by action of the carrier from his promoted position but voluntarily demotes himself, he shall not be permitted to displace any employee; however, he can bid on a bulletined permanent position or new vacancy.

B. If an employee elects not to pay the service fee to retain his seniority and thirty (30) days written notice thereof is given to the Senior Director, Labor Relations by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, said 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 craft or class seniority roster, said employee's seniority date will move forward one (1) full year.

C. Employees, on November 1, 1983 shall have thirty (30) days from date within which to exercise their option.

D. After the effective date of Agreement, any employee who is promoted to an official, supervisory or excepted position, who elects not to pay service fee to retain his seniority and thirty (30) days written notice thereof is given to the Senior Director, Labor Relations by the duly authorized representative of the organization party to this Agreement with a copy to the employee involved, said employee's seniority in the craft or class represented by the Organization party to this Agreement shall be terminated and his name dropped from the seniority roster.

E. The application of this Agreement is for the purpose of retaining the individual's seniority rights and is not to be construed as to interfere with the individual's rights to be represented by any other organization.

F. This Agreement revises and supersedes Agreement dated October 26, 1983.

FOR THE EMPLOYEES

FOR THE GRAND TRUNK WESTERN
RAILROAD COMPANY

R. E. Kowalski
General Chairman, IBEW-GTW

J. F. Brogan
Senior Director, Labor Relations

Peter A. Puglia
General Chairman, IBEW-DT&I/DTSL

Date: March 14, 1984

munications Department when promoted to supervisory positions.)

TRANSFER

RULE 16

Employees transferred from one point to another, with a view of acceptance of permanent transfer, will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer. seniority and ability to govern; however, when transferred to one man points and position is later abolished employees so transferred shall be permitted to return to point formerly employed, and shall retain all seniority rights, and will take whatever position is open in their craft. Employees will not be compelled to accept a permanent transfer to another point.

(See Addendum No. 2, Paragraph 2, re outside electricians retaining seniority at previous point of employment.)

(See Addendum No. 4 re outside or travelling mechanics retaining seniority at previous point of employment.)

LEAVE OF ABSENCE

RULE 17

(a) When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time, with privilege of renewal. An employee absent on leave, who engages in other employment, will lose his seniority, unless special provisions shall have been made therefor by the proper officials and committee representing his craft.

(b) An employee reporting for duty after having been granted a leave of absence will return to his former position providing it has not been abolished or a senior employee has not exercised displacement rights thereon, or may exercise his seniority rights over junior employees assigned to any position bulletined during his absence. In the event an employee's former position has been abolished or a senior employee has exercised displacement rights thereon, the returning employee may exercise his seniority rights. Employees displaced by the return of employees from leave of absence will return to their former positions or may exercise their seniority as herein provided.

An employee who has not arranged for a definite time to resume duty, will not be permitted to return to duty until he has given his foreman notice at least one hour before quitting time of the day preceding the date on which he wishes to return to service when

such return will result in a displacement:

) Permission to be absent from work must be obtained from Foreman. An employee absenting himself from duty without permission of Foreman will be subject to investigation.

In case an employee is unavoidably absent from work the employee must promptly notify his Foreman the reason therefor.

(Agreement of April 1, 1953)

In order to permit re-employed veterans to take advantage of the education and training under the Veteran's Readjustment Assistance Act of 1952 (Public Law 550—82nd Congress) it is agreed:

1. An employee who left a position of employment with the railroad to enter the armed services of the United States and has properly exercised rights to reinstatement in the service of the railroad which were guaranteed him by Federal Statute, will be granted a leave of absence for the purpose of entering upon the program of education or training prescribed in the Veteran's Readjustment Assistance Act of 1952, provided such employee is eligible for such education or training under the provisions of the Act, and makes application for leave of absence for such purpose.
2. A leave of absence granted for the purpose above stated, shall terminate automatically upon the expiration of thirty (30) days following the voluntary or involuntary termination of such educational or training period, unless it is mutually agreed by the General Chairman of the affected Organization and the Carrier party hereto, to extend such leave.
3. Application for a leave of absence for the purpose stated above, and any consent of the Carrier thereto shall be in writing, and copies thereof shall be furnished to the General Chairman of the affected Organization party hereto.
4. This Memorandum of Agreement is accepted by the parties this first day of April, 1953, to become effective on May 1st, 1953, and shall continue in effect subject to change in a manner as provided by the Railway Labor Act, as amended.

FAITHFUL SERVICE

RULE 18

Employees covered by this agreement who by reason of long and faithful service in the employ of the Company, shall have become unable to handle heavy work to advantage, shall be given such light work as they are competent to handle, when vacancies occur.

ATTENDING COURT

RULE 19

Employees attending court as witnesses on legal cases for the Company will receive pay for all time lost at home stations, also paid at straight-time rate for all time traveling outside of home station hours. Reasonable expenses incurred will be allowed. The court witness fees and mileage will be assigned to the Company.

PAYING OFF

RULE 20

Employees will be paid off during their regular working hours, semi-monthly, except where existing State Laws provide a more desirable paying-off condition.

Should the regular pay day fall on a holiday or days when the shops are closed down, men will be paid on the preceding day.

Where there is a shortage equal to one day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage.

Employees leaving the service of the Company will be furnished with a time voucher covering all time due within twenty-four (24) hours where time vouchers are issued and within sixty (60) hours at other points, or earlier when possible (Sundays and holidays excepted).

(G.T.W. only—3 pay day per-month plan placed in effect September 1, 1954)

PAYING DURING INCLEMENT WEATHER

RULE 21

During inclement weather, provision will be made where buildings are available to pay employees under shelter.

REDUCTION OF FORCES

RULE 22

(a) When the force is reduced, seniority as per Rule 26 will govern, the men affected to take the rate of the job to which they are assigned. Four (4) days' notice will be given the men affected before reduction is made, and lists will be furnished the local committee.

In the restoration of forces, senior laid-off men will be given preference in returning to service, if available within a reasonable time, and shall be returned to their former positions if possible.

The local committee will be furnished a list of men to be restored to service. In the reduction of the force the ratio of apprentices shall be maintained.

(**(ARTICLE IV —**
National Agreement dated August 21, 1954)

1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

2. Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that they will be available and desire to be used for such work. A furloughed employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employee should again desire to be considered available for such service notice to that effect — as outlined hereinabove — must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

3. Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable agreement such employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

Note 1: In the application of this rule to employees who are represented by the organizations affiliated with the Railway Employees Department, A.F. of L., it shall not apply to extra work.

Note 2: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

- 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 operations in whole or in part. [It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations; It is further understood and agreed that notwithstanding the foregoing, any 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 (4) 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.

Public Law - 91-226

April 9, 1970

Note 3: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

(c) (ARTICLE VI—

National Agreement dated August 21, 1954)

Rules, agreements or practices, however established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen hours such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

TRANSPORTATION TO SEEK EMPLOYMENT

RULE 23

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

TRANSFER WHEN FORCE REDUCED

RULE 24

When reducing forces, if men are needed at any other point, they will be given preference to transfer to nearest point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the company. Seniority to govern all cases.

WORK WHEN SHOPS CLOSED

RULE 25

Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours, and overtime for overtime hours.

**SENIORITY AND APPLICANTS FOR
EMPLOYMENT**

RULE 26

Seniority of employees in each craft covered by this agreement shall be confined to the point employed in

of the following departments, except as provided in special rules of each craft:

Maintenance of Way (Bridge and Building where separate from Maintenance of Way Department).
Maintenance of Equipment.
Maintenance of Telegraph.
Maintenance of Signals.

Four sub-divisions of the Carmen as follows:

Pattern makers.
Upholsterers.
Painters.
Other Carmen.

The seniority lists will be open to inspection and copy furnished the committee.

Applicants for employment will 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 ninety (90) days of commencement of service, employee's name will be placed on the seniority roster of 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 31.

(See Addendum No. 2 re establishment of seniority in ranks of Outside Electricians, also accumulation of seniority at home point.)

(See Addendum No. 4 re establishment of seniority in ranks of Outside or Travelling Mechanics, also accumulation of seniority at home point.)

(See Addendum No. 5 re consolidation of Electricians' seniority lists at Port Huron.)

(See Addendum No. 6 re merging of facilities and consolidation of seniority rosters for Battle Creek Roundhouse and Battle Creek Shop.)

(See Rule No. 123 (2) re seniority rosters for Communication Department employees represented by I.B.E.W.)

ASSIGNMENT OF WORK

RULE 27

(a) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed.

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

(b) **(ARTICLE VII—**

National Agreement dated August 21, 1954)

At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they

are capable of doing so, perform the work of any craft that it may be necessary to have performed.

WELDING

RULE 28

In compliance with the special rules included in this agreement, none but mechanics and their apprentices in their respective crafts shall operate oxyacetylene, thermit, or electric welders. Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service or in cutting up scrap.

When performing the above work for four (4) hours or less in any one day, employees will be paid the welders' rate of pay on the hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, welders' rate of pay will apply for that day.

GRIEVANCES

RULE 29

(A) (ARTICLE V--

National Agreement dated August 21, 1954)

1. All claims or grievances arising on or after January 1, 1955, shall be handled as follows:

(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 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the 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 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 griev-

ances. 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 30-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the 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 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 9 months' period herein referred to.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

3. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. How-

ever, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

4. This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

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

6. This rule shall not apply to requests for leniency.

(B) All conferences between Local Officials and Local Committees to be held during regular working hours without loss of time to Committeemen.

RULE 30

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

DISCIPLINE

RULE 31

No employee whose employment application has been approved shall be disciplined without a fair hearing by a designated officer of the carrier. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing, such employee and the duly authorized committee shall be apprised of the precise charge or charges and given reasonable opportunity to assure the presence of necessary witnesses. If it is found that the employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired and compensated for his net wage loss, if any, resulting from said suspension or dismissal. If stenographic report of hearing is taken, the individual and the committee each shall be furnished with a copy. **NOTE:** Neither Rule 29, 30, nor 31 attempts to obligate the carrier to refuse permission to an individual employee to present his own grievance or, in hearing involving charges against him, to present his own case personally. The effect of these rules, when an individual employee presents his own grievance or case personally, is to require that the duly authorized com-

employee, or its accredited representative be permitted to be a party to all conferences, hearings or negotiations between the aggrieved or accused employee and the representative of the carrier.

COMMITTEES

RULE 32

The Company will not discriminate against any employee, who, from time to time represents other employees and will grant them leave of absence and free transportation over Company's lines when delegated to represent them.

APPRENTICES

RULE 33

Apprentices must be able to speak, read and write the English language and understand at least the first four rules of arithmetic.

All apprentices must be indentured and shall be furnished with a duplicate of indenture by the Company.

Applicants for regular apprenticeship shall be between 17 and 22 years of age and if accepted shall be instructed in all branches of their respective craft, will serve 1040 work days, exclusive of overtime, through the different departments, and moved as fast as considered competent by the apprentice instructor and foreman.

A regular apprentice who shows no aptitude to learn the trade within six months from date of employment will not be retained as an apprentice.

Regular apprentices shall not be permitted to work overtime during the first 780 days of apprenticeship.

Regular apprentices if retained in the service, after the expiration of their apprenticeship shall be paid not less than the minimum rate established for journey-men mechanics in their respective crafts and will be accorded two years' seniority as a mechanic in their craft at the point where the majority of their apprenticeship was served.

(See Addendum No. 7 re exercising seniority over mechanics with less than two years seniority. G.T.W. only.)

The ratio of regular apprentices in their respective crafts shall not be more than one to every five mechanics.

Helpers, who have been at least two years in the service as such, and who show aptitude for learning the trade of the craft, may, if approved after conference between the Management and the General Chairman of the craft involved, be promoted to helper apprentices, provided they are not over 35 years of age.

Helper apprentices shall serve an apprenticeship of

780 work days, exclusive of overtime, shall be instructed in all branches of their craft, and moved as fast as considered competent by the apprentice instructor and foreman. Helper apprentices who fail to make satisfactory progress in the work of their craft will be demoted to helpers and their former seniority restored.

Helper apprentices shall not be permitted to work overtime during the first 520 days of service.

Helper apprentices, if retained in the service, after the expiration of their apprenticeship shall be paid not less than the minimum rate established for journeymen mechanics in their respective crafts and will be accorded seniority as a mechanic in their craft at the point where the majority of their apprenticeship was served, such seniority to date from the expiration of their apprenticeship.

The number of helper apprentices shall not at any time exceed (50) per cent of the number of regular apprentices.

Regular and helper apprentices will perform work as defined in the classification of work rule for the respective craft.

RATES OF PAY

RULE 34

(a) Effective July 1, 1960, the minimum rates of pay will be as follows:

	Actual Rates Including Mills
Machinists	\$2.638
Boilermakers	2.638
Blacksmiths	2.638
Sheet Metal Workers	2.638
Electrical Workers (Covered by Rule 97) ..	2.638
Electrical Workers (Covered by Rule 98) ..	2.590
Electrical Workers (Covered by Rule 99) ..	2.518
Electrical Workers — Communications	
Division Linemen	2.638
General Linemen	2.638
Gang Linemen	2.590
Groundman	2.518
Carmen (Passenger)	2.638
Carmen (Freight)	2.594
Helpers (All classes)	2.362
Passenger Equipment Cleaners	2.206

Regular Apprentices	
First 130 days worked	\$2.134
Second 130 days worked	2.164
Third 130 days worked	2.194
Fourth 130 days worked	2.224
Fifth 130 days worked	2.254
Sixth 130 days worked	2.284
Seventh 130 days worked	2.344
Eighth 130 days worked	2.434

Helper Apprentices	
First 130 days worked	2.362
Second 130 days worked	2.386
Third 130 days worked	2.410
Fourth 130 days worked	2.434
Fifth 130 days worked	2.458
Sixth 130 days worked	2.482

(b) Effective January 1, 1956, it is understood that time lost by regular Apprentices through closing down of shops will not be deducted from Apprentice's time. (Statutory holidays and paid vacation days excepted) but such time lost will be made up at the rate payable for the last period of Apprenticeship.

(See Rule 123 (1) for Motive Power Department monthly rates and Rule 123 (2) for rates of Communications Department Employees.)

CONDITIONS OF SHOPS

RULE 35

Good drinking water will be furnished and sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and washrooms will be kept in good repair and in clean, dry and sanitary condition.

Shops, locker rooms and washrooms will be lighted and heated in the best possible manner, consistent with the source of heat and light available at point in question.

PERSONAL INJURIES

RULE 36

Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

NOTICES

RULE 37

A place will be provided inside all shops, and round-houses where proper notices of interest to employees may be posted.

FREE TRANSPORTATION

RULE 38

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

PROTECTION OF EMPLOYEES

RULE 39

As far as practicable employees will not be required to work on or under engines or cars outside of shops during inclement weather.

Engines and cars will be placed over a pit at all times when available and will be protected by proper signals.

This does not apply to emergency work on engines or cars set out for or attached to trains.

When it is necessary to make repairs to engines, boilers, tanks, or tank cars, such parts shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

Employees will not be assigned to jobs where they will be exposed to sand blasts or paint blowers while in operation.

All acetylene or electric welding or cutting will be protected by suitable screens when its use is required.

DISMANTLING OR SCRAPPING

RULE 40

When dismantling or scrapping engines, boilers, tanks, cars (except wooden cars), or other machinery, this work will be done by mechanics of the respective crafts and when wood cars are dismantled for scrapping, parts to be removed before cars are burned or destroyed will be removed by carmen except where this work is done in the scrap yard.

SAFETY AND HEALTH FACILITIES

RULE 41

Shops and roundhouses shall be equipped with facilities to blow off steam outside of buildings, smoke jacks, and other requisites for the safety and health of employees.

EXTENSION CORDS AND GLASSES

RULE 42

Where electricity is used, extension cords and globes will be kept in good condition and where they will be available for use.

LEAD OR CHARGE HANDS

RULE 43

Lead or Charge Hands shall receive six cents (6c) per hour above the minimum of their craft. Their duties shall consist of leading and directing the work of their gang in addition to performing the regular work of their craft.

MACHINISTS' SPECIAL RULES

QUALIFICATIONS

RULE 44

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

CLASSIFICATION OF WORK

RULE 45

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery, ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; engine inspecting, air equipment, lubricator and injector work; removing, replacing, grinding, bolting, and breaking of all joints on superheaters; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work. On running repairs, machinists may connect or disconnect any

wiring, coupling or pipe connections necessary to make or repair machinery or equipment.

This rule shall not be construed to prevent engineers, firemen and crane men of steam shovels, ditchers, clam shells, wrecking outfits, pile drivers and other similar equipment requiring repairs on line of road from making any repairs to such equipment as they are qualified to perform.

MACHINIST HELPERS

RULE 46

Helpers' work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; crane men helpers on locomotive and car work; attending tool room, machinery oiling, locomotive oiling, box packing, applying and removing trailer and engine truck brasses, assisting in dismantling locomotives and engines, applying all couplings between engine and tender; locomotive tender and draft-rigging work except when performed by carmen, and all other work generally recognized as helpers' work.

RULE 47

Helpers, when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinist, both under the direction of the foreman.

RULE 48

When vacancies occur under classification of machinist helper (temporarily or permanent), machinist helpers in the service will be given preferences in promotion to position paying either same or higher rate at station employed, seniority to govern.

DEAD-WORK AND RUNNING—REPAIR FORCES

RULE 49

Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

WORK AT WRECKS

RULE 50

In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wreck foreman.

DIFFERENTIALS FOR MACHINISTS AND HELPERS

RULE 51

(a) At points where there are ordinarily fifteen or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in connection with other machinists' work and will be allowed six cents (6c) per hour above the machinists' minimum rate at the point employed.

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

Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid mechanics at the point employed.

(b) Cellar packers at points where they are employed on the Grand Trunk Western Railroad shall receive 7.2c per hour above the helpers' minimum rate.

BOILERMAKERS' SPECIAL RULES

QUALIFICATIONS

RULE 52

Any man who has served an apprenticeship, or has had four (4) years' experience at the trade, who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks, and details thereof, and complete same in a mechanical manner, shall constitute a boilermaker.

CLASSIFICATION OF WORK

RULE 53

Boilermakers' work shall consist of laying out, cutting apart, building or repairing boilers, tanks, and drums; inspecting, patching, riveting, chipping, caulking, flanging, and flue work; building, repairing, removing and applying steel caps and running board; laying out and fitting up any sheet-iron or sheet-steel work made of 16 gauge or heavier (present practice between boilermakers and sheetmetal workers to continue relative to gauge of iron), including fronts and doors; ashpans, front end netting and diaphragm work engine tender steel underframe and pressed steel tender truck frames, except where other mechanics perform this work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; applying

and removing arch tubes; operating punches and shears for shaping and forming, pneumatic stay-bolt breakers, air rams and hammers; bull, jam, and yoke riveters; boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housing, circles, and coal buggies, I-beam, channel iron, angle iron, and T-iron work; all drilling, cutting and tanning and operating rolls in connection with boilermakers' work; oxyacetylene, thermit and electric welding on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work. It is understood that present practice in the performance of work between boilermakers and carmen will continue. On running repairs, boilermakers may connect or disconnect any wiring, coupling or pipe connections necessary to make or repair machinery or equipment.

This rule shall not be construed to prevent engineers, firemen and cranemen of steam shovels, ditchers, clam shells, wrecking outfits, pile drivers, and other similar equipment requiring repairs on line of road, from making any repairs to such equipment as they are qualified to perform.

BOILERMAKER HELPERS

RULE 54

Employees assigned to help boilermakers and their apprentices, operators of drill presses, and bolt cutters in the boiler shop, boiler washers, punch and shear operators (cutting only bar stock and scrap), and employees removing and applying grates and grate riggings, and all other work properly recognized as boilermaker helpers work.

RUNNING—REPAIR WORK

RULE 55

Boilermakers assigned to running repairs may be used to perform other work.

Boilermakers assigned to locomotive general repair work may be used to perform running-repair work when the regular assigned running-repair forces are unable to get engines out to meet service requirements.

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

SPECIAL SERVICES

RULE 56

Flange turners, layer outs, and fitter ups shall be assigned in shops where flue sheets and half side sheets or fire boxes are flanged, removed, and applied.

One man may perform all these operations where the service does not require more than one man. If not fully engaged on the above work, these employees may be assigned to any work of their craft.

Boiler inspector stay-bolt inspectors will be assigned to all points where monthly stay-bolt and boiler inspection of 15 or more engines is required. When such employees have no inspection work to perform, they may be assigned to other boilermakers' work.

PROTECTION FOR EMPLOYEES

RULE 57

Boilermakers, apprentices and helpers will not be required to work on boilers or tanks while electric or other welding processes are in use or when tires are being heated, unless proper protection is provided.

RULE 58

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

RULE 59

Oxyacetylene welding or cutting operator or electric operator will be furnished with helper when necessary, or when it is essential for personal safety.

RULE 60

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

RULE 61

When it is necessary to renew, remove, or replace flue, door, side, or crown sheets by means of oxyacetylene or other cutting or welding processes, such portion of the ash-pan wings and grates as interfere with the operator, will be removed. Dome caps will be removed and front ends opened up if required, for proper ventilation.

RULE 62

Boilers will have steam blown off and be sufficiently cooled before boilermakers or apprentices are required to work in them; blowers will be furnished when possible to do so.

Ash-pans, front ends and fireboxes of engines held in for other than running repairs will be washed out before boilermakers or apprentices are required to work in them. Fire brick interfering with the work to be performed will be removed.

RULE 63

Two boilermakers, or one boilermaker and a competent apprentice with at least two years' experience, will be used to operate a long-stroke hammer, that is, an air hammer capable of driving stay bolts or rivets five-eighths inch diameter or larger, or of expanding flues or tubes. Double-gun work will not be permitted. Air jacks not to be considered double guns.

When rolling or expanding superheater flues, two boilermakers, or one boilermaker and a competent apprentice with at least two years' experience will be used.

RULE 64

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

FURNISHING HELP

RULE 65

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

RULE 66

Boilermakers sent out on the road to do boiler-makers' work will have helper furnished when necessary.

REMOVAL OF FLUES

RULE 67

When flues (other than burst flues) are to be removed, the front end will be opened and such parts of the draft appliances as interfere with the boiler-maker will be removed. Center arch pipes in engine, other than those equipped with combustion chambers, which interfere with boilermakers in the performance of their work, will be removed.

HELPERS ON FLANGE FIRES

RULE 68

Regular assigned help will be furnished on flange fires.

RULE 69

Helpers on flange fires will not be asked to go outside of shop to handle fuel during cold weather.

RULE 70

Helpers while engaged on flange fires will not be requested to do other work than that in connection

with tamping, and, as far as practicable, regularly assigned men will be used on flange fires.

MISCELLANEOUS

RULE 71

There will be two helpers used in helping a boiler-maker or an apprentice in breaking down ten or more stay bolts with a hand ram.

RULE 72

Holding on all stay bolts and rivets, striking chisel bars, side sets, and backing out punches, scaling boilers and heating rivets (except when performed by apprentices) will be considered boilermaker helpers' work.

RULE 73

When rivets are to be cut off or backed out, a barrier or sufficient help will be furnished to prevent accidents or personal injury.

RULE 74

Boilermakers or apprentices when using compound motors will be furnished sufficient competent help.

RULE 75

Sufficient help will be furnished when holding on rivets with wedge bars.

DIFFERENTIALS FOR BOILERMAKERS AND HELPERS

RULE 76

Boilermakers assigned as boiler inspectors, also flangers, layer outs, and autogenous welders shall receive six cents (6c) per hour above the minimum rate paid boilermakers at the point employed.

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

RULE 77

Helpers on flange fires shall receive six cents (6c) per hour above the helpers' rate at point employed.

Boilerwashers at Grand Trunk Western Railroad Roundhouses, except Battle Creek, shall receive six cents (6c) per hour above the helpers' minimum rate.

Boilerwashers at Battle Creek Roundhouse shall receive 10.2c per hour above the helpers' minimum rate.

Boilerwasher Helpers at Battle Creek Roundhouse

shall receive 4.8c per hour above the helpers' minimum rate.

Boilerwashers and sand blasters at Battle Creek Shop shall receive 10.2c per hour above the helpers' minimum rate.

BLACKSMITHS' SPECIAL RULES

QUALIFICATIONS

RULE 78

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

CLASSIFICATION OF WORK

RULE 79

Blacksmiths' work shall consist of welding, forging, heating, shaping, and bending of metal; tool dressing and tempering, springmaking, tempering and repairing, pot-ashing, case and bichloride hardening; flue welding under blacksmiths' foreman; operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines, and Bradley hammers; hammersmiths, drop-hammermen, trimmers, rolling mill operators; operating punches and shears doing shaping and forming in connection with blacksmiths' work; oxyacetylene, thermit and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work.

BLACKSMITH HELPERS AND FURNACE OPERATORS

RULE 80

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

RULE 81

Blacksmith helpers required to prepare furnaces or build fires on their own time will be allowed 30 minutes straight time for each fire built or furnace prepared.

RULE 82

Furnace operators (heaters) will be assigned to operate furnaces making or working material 6 inches or over and heating it for forgemen.

When operators are required on other furnaces, helpers will be used.

COAL AND OIL TO BE FURNISHED

RULE 83

Coal and oil suitable for smithing purposes will be furnished whenever possible.

STEAM-HAMMER OPERATORS

RULE 84

Competent steam-hammer operators will be furnished.

ROAD WORK

RULE 85

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

DIFFERENTIALS FOR BLACKSMITHS AND HELPERS

RULE 86

Blacksmiths working or making material 6 inches or over shall be classified as hammersmiths and shall receive twelve cents (12c) per hour above the minimum rate paid blacksmiths at the point employed.

Blacksmiths working material 4 inches or over shall be classified as heavy-fire blacksmiths and shall receive six cents (6c) per hour above the minimum rate paid blacksmiths at the point employed.

Hammer operators and helpers working with hammersmiths or heavy-fire blacksmiths shall receive six cents (6c) per hour above the minimum rate paid helpers at the point employed.

Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid blacksmiths at the point employed.

Furnace operators (heaters) operating furnaces for hammersmiths shall receive the minimum rate paid blacksmiths at the point employed.

SHEET-METAL WORKERS' SPECIAL RULES QUALIFICATIONS

RULE 87

Any man who has served an apprenticeship, or has had four or more years' experience at the various

branches of the trade, who is qual. d and capable of doing sheet-metal work or pipe work as applied to buildings, machinery, locomotives, cars, etcetera, whether it be tin, sheet iron, or sheet copper, and capable of bending, fitting and brazing of pipe, shall constitute a sheet-metal worker.

CLASSIFICATION OF WORK

RULE 88

Sheet-metal workers' work shall consist of tinning, copper-smithing and pipefitting in shops, yards, buildings, or passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling (for repairs only), and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron, of 10 gauge and lighter (present practice between sheet-metal workers and boilermakers to continue relative to gauge of iron), including brazing, soldering, tinning, leading, and babbitting (except car and tender truck journal bearings), the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steampipes; the operation of babbitt fires (in connection with sheet-metal workers' work); oxyacetylene, thermit and electric welding on work generally recognized as sheet-metal workers' work, and all other work generally recognized as sheet-metal workers' work.

In running repairs, other mechanics than sheet-metal workers may remove and replace jackets, and connect and disconnect pipes, where no repairs are necessary to the jackets or pipes in question.

SHEET-METAL WORKER HELPERS

RULE 89

Employees regularly assigned as helpers to assist sheet-metal workers and apprentices in their various classification of work, shall be known as sheet-metal workers' helpers.

PROTECTION FOR EMPLOYEES

RULE 90

Sheet-metal workers shall not be required to remove or apply blow off or surface pipes or ash-pan blowers on boilers under steam.

ROAD WORK

RULE 91

Sheet-metal workers will be sent out on line of road and to outlying points, when their services are required, but not for small, unimportant running repair jobs.

**ASSIGNMENT OF RUNNING-REPAIR FORCE
TO DEAD WORK**

RULE 92

Sheet-metal workers assigned to running repairs shall not be required to work on dead work at points where dead-work forces are maintained, except when there is not sufficient running repairs to keep them busy.

**ASSIGNMENT OF DEAD-WORK FORCE
TO RUNNING REPAIRS**

RULE 93

Dead-work forces will not be assigned to perform running-repair work, except when the regularly assigned running-repair forces are unable to get engines out in time to prevent delay to train movement.

MISCELLANEOUS

RULE 94

Sheet-metal workers will not be assigned to work not applicable to them, except in emergency cases.

DIFFERENTIALS FOR SHEET-METAL WORKERS

RULE 95

Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid sheet-metal workers at point employed.

ELECTRICAL WORKERS' SPECIAL RULES

QUALIFICATIONS

RULE 96

Any man who has served an apprenticeship or who has had four years' practical experience in electrical work and is competent to execute same to a successful conclusion within a reasonable time will be rated as an electrical worker.

An electrician will not necessarily be an armature winder.

CLASSIFICATION OF ELECTRICIANS

RULE 97

Electricians' work shall include electrical wiring, maintaining, repairing, rebuilding, inspecting and installing of all generators, switchboards, meters, motors and controls, rheostats and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries (work to be divided between electricians

and helpers as may be agreed upon locally), axle lighting equipment, all inside telegraph and telephone equipment, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring at shops, buildings, yards, and on structures and all conduit work in connection therewith (except outside wiring provided for in Rule 98), steam and electric locomotives, passenger train and motor cars, electric tractors and trucks; include cable splicers, high-tension power house and sub-station operators, high-tension linemen, and all other properly recognized as electricians' work.

(See Addendum No. 2 re regularly assigned electricians performing any kind of electrical work required.)

(See Rule 123 (2) re duties and rates of pay for Communications Department workers represented by I.B.E.W.)

CLASSIFICATION OF LINEMEN, ETC.

RULE 98

Linemen's work shall consist of the building, repairing, and maintaining of pole lines and supports for service wires and cables; catenary and monorail conductors; trolley and feed wires, overhead and underground, together with their supports maintaining, inspecting, and installing third rail and cables for third rail that carry current to or from third rail and track rail; pipe lines or conduits for these cables; bonding of third rail or cables; all outside wiring in yards, and other work properly recognized as linemen's work not provided for in Rule 97.

Signal maintainers who, for fifty (50) percent or more of their time, perform work as defined in Rules 97 and 98.

Men employed as generator attendants, motor attendants (not including water service motors), and substation attendants who start, stop, oil, and keep their equipment clean and change and adjust brushes for the proper running of their equipment; power switchboard operators, coal-pier car dumpers and coal-pier conveyor-car operators in connection with loading and unloading vessels.

This to include operators of electric traveling cranes, capacity 40 tons and over.

(See Rule 123 (2) re duties and rates of pay for Communications Department workers represented by I.B.E.W.)

CLASSIFICATION OF GROUNDMEN ETC.

RULE 99

Groundmen's work shall consist of assisting linemen in the duties, when said work is performed on the ground, but shall not include those who perform common labor in connection with linemen's or groundmen's work. Electric crane operators for cranes of less than 40-ton capacity.

(See Rule 123 (2) re duties and rates of pay for Communications Department workers represented by I.B.E.W.)

ELECTRICAL WORKER HELPERS

RULE 100

Employees regularly assigned as helpers to assist electrical workers and apprentices including electric lamp trimmers who do no mechanical work, also to perform such battery work as may be agreed upon locally as being helpers' work.

MISCELLANEOUS

RULE 101

Laborers or similar class of workmen shall not be permitted to do helpers' work as outlined in Rule 100 if regular electrical-worker helpers are available.

RULE 102

Men engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots, and aprons.

DIFFERENTIALS FOR ELECTRICIANS

RULE 103

Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid electrical workers at point employed.

Electricians when doing armature winding will be paid six (6) cents per hour above the minimum rate paid electricians at point employed with a minimum of one hour.

Electricians who are required to swear to Federal reports in connection with the inspection of diesel locomotives will be paid six cents (6c) per hour above the minimum rate paid electrical workers at point employed for the days on which such inspections are made.

**G.T.W. COMMUNICATIONS DEPARTMENT
SPECIAL RULES**

RULE 103½

- (a) Seniority rosters covering Communications Department employees represented by the International Brotherhood of Electrical Workers shall be as follows:
1. Communication Foremen
 2. Communication Inspectors (Inside Plant)
 3. Communication Inspectors (Outside Plant)
 4. Equipment Maintainers
 5. Cable Splicers
 6. Division Linemen
 7. General Linemen
 8. Gang Linemen
 9. Groundsmen
- System seniority will apply.
- (b) Seniority will begin in the applicable class the date an employee is assigned to a permanent position therein. The original seniority rosters covering the nine classes above are to be mutually prepared and agreed to. Thereafter, seniority rosters are to be revised and posted in January of each year and will be open for protest for a period of sixty calendar days from date of posting; upon presentation of proof of error by employees such error will be corrected. Correction of errors will be confined to names added to the roster since posting the previous annual roster.
- (c) Employees promoted to and acquiring seniority in higher classes will retain their seniority in lower classes.
- (d) An employee holding seniority rights in one or more classes will, in the event of being cutoff due to abolishment or displacement, be required to exercise displacement rights over the junior employee in the same class in which he is cutoff. In the event there are no positions held by employees his junior in the same class he shall be permitted to displace the junior employee in the highest class in which his seniority will permit.
- (e) Employees may bid to positions in any class, however, should more than one employee bid to a position in a class where neither holds seniority then the employee with the earliest seniority date in the Communications Department, ability being equal, will have the preference.
- (f) Employees promoted to official, subordinate official or other supervisory position with the car-

ier, or to special duties with the c nization.
ill retain their Communications Department
seniority.

(g) OUTLINE OF DUTIES

CLASS 1 — COMMUNICATIONS FOREMEN

An employee qualified, assigned and required to supervise the construction, repair or rearrangement of pole lines and appurtenances, supports, wires, cables, manholes, conduits, and all work associated therewith including work equipment and tools. He is responsible for the safe, proper and standard performance of such work, work equipment and tools, the legible and accurate preparation of all reports and is in charge of other employees.

CLASS 2 — INSPECTORS (INSIDE PLANT)

An employee who must hold a radio operator's license (first or second class), and who is qualified, assigned and required to install, inspect, service, repair, adjust and maintain to recognized transmission standards all types of present and future communications systems and equipment including radio, radar, microwave, data processing, intercommunication, telegraph, telephone, teleprinter and switchboards; tone, pulse or code carrier systems superimposed on any circuit or circuits carried on pole lines constructed, maintained or used for communication services; assists in engineering and preparation of plans and detailed estimates covering equipment changes and installations and the preparation of Capital Budget Items; supervises the safe, proper and standard performance of all work assigned to Equipment Maintainers.

CLASS 3 — INSPECTORS (OUTSIDE PLANT)

An employee qualified, assigned and required to inspect pole lines and appurtenances, supports, wires, cables, protector devices, manholes, conduits and communications equipment, prepare labor and material estimates covering Capital Budget Items, temporary and permanent line rearrangements and other such outside plant work; layout transpositions and telephone circuits, make electrolysis surveys, layout and apply inductive coordination practices, make and log circuit characteristics, measure ground resistances, bridge measurements; inspect, test and adjust communications equipment. Supervises the safe, proper and standard performance of all work, including the use of work equipment and

tools, assigned to the Division Linemen and General Lineman.

CLASS 4 — EQUIPMENT MAINTAINERS

An employee who must hold a radio operator's license (first or second class), and who is qualified, assigned and required to install, inspect, service, repair, adjust and maintain to recognized transmission standards all types of present and future communications systems and equipment including radio, radar, microwave, data processing, intercommunication, telegraph, telephone, teleprinter and switchboards; tone, pulse or code carrier systems superimposed on any circuit or circuits carried on facilities constructed, maintained or used for communication services; make line loss and transmission tests using various items of test equipment. Works out of a designated headquarters and subject to assisting on other territories as required. Works under supervision of Communications Inspector (Inside Plant).

CLASS 5 — CABLE SPLICERS

An employee qualified, assigned and required to install, maintain, inspect, repair, splice, load and pressurize all types of communication cables; install, maintain, repair all types of terminals, protector devices, and associated wiring; make cable tests using various items of test equipment; prepare, post and maintain accurate cable plans, charts and assignments. Works under suitable supervision.

CLASS 6 — DIVISION LINEMEN

An employee qualified, assigned and required to inspect, install, maintain, service and repair communication pole lines and appurtenances, supports, wires, telegraph and telephone communication circuits, apparatus, equipment and boxes. Works out of a designated headquarters and subject to assisting on other territories as required. Works under supervision of Communication Inspector (Outside Plant).

CLASS 7 — GENERAL LINEMEN

An employee qualified, assigned and required to inspect, install, maintain, service and repair communication pole lines and appurtenances, supports, wires, telegraph and telephone communication circuits, apparatus, equipment and boxes. Works in Line Gang pending relief assignment as Division Lineman or to assist Division Lineman. Works under supervision of Communica-

tions Inspector (Outside Plant) and Communications Foreman.

CLASS 8 — GANG LINEMEN

An employee qualified, assigned and required to construct, service and repair communication pole lines and appurtenances, supports, wires, cables, conduits, manholes and associated work under supervision of Communications Foreman.

CLASS 9 — GROUND MEN

An employee qualified, assigned and required to assist in the construction, service and repair of communication pole lines and appurtenances, supports, wires, cables, conduits, manholes and associated work under supervision of Communications Foreman.

(h) RATES OF PAY EFFECTIVE JULY 1, 1960

Monthly

- 1. Communication Foremen See Rule 123
- 2. Communication Inspectors
(Inside Plant) See Rule 123
- 3. Communication Inspectors
(Outside Plant) See Rule 123
- 4. Equipment Maintainers See Rule 123
- 5. Cable Splicers See Rule 123

Hourly

- 6. Division Linemen See Rule 34
- 7. General Linemen See Rule 34
- 8. Gang Linemen See Rule 34
- 9. Groundmen See Rule 34

- (i) The outline of duties and the establishment of the 9 Seniority Classes will not prevent an employee from assisting in the work in any of the classes nor prevent the changing of his duties by the carrier to take care of any types of communications equipment which may be installed; neither will it interfere with work now being performed by employees in the Mechanical Department.
- (j) Advertising bulletins will specify the headquarters of positions being advertised and it is understood the town or city specified therein will include all territory within the town or city limits.
- (k) The present main Working Agreement bearing effective date of September 1, 1949, will be superseded only to the extent of matters covered by this rule.
- (l) Except as otherwise provided in paragraph (h) this rule is effective November 1, 1960.

CARMEN'S SPECIAL RULES

QUALIFICATION:

RULE 104

Any man who has served an apprenticeship or has had four years' practical experience at carmen's work and able to read and write the English language, and who with the aid of tools, with or without drawings, can lay out, build or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

CLASSIFICATION OF WORK

RULE 105

Carmen's duties shall consist of work in erecting, planing mill, cabinet and pattern shops, painting, upholstering, and all work in shops, yards and repair tracks, and on locomotives and cars, generally recognized as carmen's work.

The present practice in the performance of work between the carmen and boilermakers to be continued.

Passenger Carmen—are those engaged in laying out, building, dismantling for repairs, repairing, upholstering, trimming, and stripping, painting, varnishing, lettering and decorating of all passenger cars, both wood and steel; cabinet maker, wood machinist, carpenter (passenger car, locomotive or bench), stencil cutter (metal), pattern making; passenger truck and platform builders and repairers; silver platers; power saw filers and setters; locomotive and tender painters; test rack operators; oxyacetylene and electric welding on passenger cars; tender truck repairing, (main shop only) cleaning air brake equipment on passenger cars.

Freight Carmen—are those engaged in building, repairing, dismantling for repairs, maintaining, painting, inspecting of all freight train and work equipment cars, both wood and steel, running repairs to passenger train cars; inspecting passenger train cars; applying patented metal roofing; pipe work on freight cars; cleaning and testing air brake equipment on freight cars; tender truck repairing (except in main shop) operating punches and shears; doing shaping and forming; straightening and forming with heating torches and portable forges; straightening sheets; pressed steel and structural steel parts of freight cars in connection with carmen's work; truck building and assembling, wrecking crane engineers; oxyacetylene and electric welding on freight equipment.

CARMEN HELPERS

RULE 106

Employees regularly assigned to help carmen and apprentices as covered under Rules 104 and 105, including operators of bolt threaders, nut tapper, drill presses, and punch and shear operators (cutting only bar stock and scrap), will be classed as carmen's helpers, and all other work generally recognized as carmen helper's work.

WRECKING CREWS

RULE 107

Wrecking crews, including engineers and firemen and signalmen shall be composed of regularly assigned carmen (cook not included), and will be paid for such service as per general rules, meals and lodging will be provided by the Company while crews are on duty in wrecking service.

RULE 108

When wrecking crews are called for wrecks or derailments inside or outside of yard limits, sufficient regularly assigned carmen will be called to perform the work.

INSPECTORS

RULE 109

Men assigned to inspection must be conversant with the A.A.R. rules, Safety Appliance Laws and loading rules.

RULE 110

Inspectors and other carmen in train yards will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars.

PROTECTION FOR REPAIRMEN

RULE 111

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

RULE 112

Trains or cars, while being inspected or worked on by train yard men, will be protected by blue flag by day and blue light by night, which will not be removed except by men who place same.

ONE-MAN POINTS

RULE 113

A "one-man point" is an outlying point where there is employed one carman, day, and one, night, or where there is only one carman employed. Carmen stationed at one-man points shall be paid by the hour and under the rules governing running repair forces, except that the eight hours constituting a day's work may be worked within a spread of ten (10) consecutive hours.

MISCELLANEOUS

RULE 114

Air hammers, jacks, and all other power driven machinery and tools, operated by carmen or their apprentices, will be furnished by the Company and maintained in safe working conditions.

RULE 115

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

MISCELLANEOUS

RULE 116

When necessary to repair or inspect cars on the road or away from the shop or repair tracks, a carman (and helper when necessary) will be sent out to perform such work.

RULE 117

Shops, repair yards, and train yards, where carmen are employed, shall be kept clean of all rubbish.

RULE 118

In the event of not being able to secure a sufficient number of qualified carmen the following will apply with preference in the order listed:

- (a) Regular apprentices who have completed 780 work days of their apprenticeship may be used as carmen but when so used will have no seniority as carmen until completion of apprenticeship period. (Days worked as carmen to count on apprenticeship.)
- (b) Helper apprentices who have completed 520 work days of their apprenticeship may be used as carmen but when so used will have no seniority nor begin to accumulate seniority as carmen until completion of apprenticeship period. (Days worked as carmen to count on apprenticeship.)

- (c) Carmen helpers who have gained knowledge in the use of tools of the craft may be used as carmen but will have no seniority nor begin to accumulate seniority as carmen until they have worked four (4) years continuous or accumulative as carmen or helpers and are actually promoted to carmen. Such promotion to be mutually agreed upon between Management and the representatives of the employees.

Apprentices or helpers so used under this rule will revert to their former classification in the event qualified carmen become available prior to completion of apprenticeship or date of promotion.

Regular and helper apprentices, while working as carmen under this rule, may be required to attend the usual instruction classes.

DIFFERENTIALS FOR CARMEN

RULE 119

Autogenous welders and wrecking crane engineers shall receive six cents (6c) per hour above the minimum rate paid carmen of their classification at point employed.

COACH CLEANERS

RULE 120

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

MISCELLANEOUS

SCOPE OF GENERAL AND SPECIAL RULES

RULE 121

Except as provided for under the special rules of each craft, the general rules shall govern.

VACATIONS

RULE 122

1. (Article 4, Section 1, National Agreement dated August 19, 1960.)

(a) Effective with the calendar year 1961, 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 1961, 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 three (3) 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 three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1961, 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 fifteen (15) 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 fifteen (15) of such years, not necessarily consecutive.

(d) Paragraphs (a), (b), and (c) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five (5) days of service each week, vacations of one, two or three work weeks.

(e) 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.

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

(g) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces 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.

(h) 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.

(National Agreement dated December 17, 1941.)

2. (Not applicable.)

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.

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

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacation dates.

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designation 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 requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

(Article 1, Section 4, National Agreement dated August 21, 1954.)

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.

(National Agreement Dated December 17, 1941.)

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.

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 piece-work or tonnage basis will be paid on the basis of the average

earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

8. (Article IV, Section 2, National Agreement Dated August 19, 1960.)

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, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including 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 or his estate, in that order of preference.

(National Agreement Dated December 17, 1941.)

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

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

riers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

15. (Article IV, Section 3, National Agreement dated August 19, 1960.)

Except as otherwise provided herein this Agreement shall be effective as of January 1, 1961, 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, 1961, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1961 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.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, Amended.

16. (Article I, Section 3, National Agreement dated August 21, 1954.)

Section 3. When, during an employee's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, falls on what would be a work day of an employee's regularly assigned work week, such day shall be considered as a work day of the period for which the employee is entitled to vacation.

17. (Article I, Section 6, National Agreement dated August 21, 1954.)

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.

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.

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 thereof 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.

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this 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 Car-

Section 6. 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.

(Case A-1921 — Supplemental Agreement dated February 23, 1945, to Vacation Agreement of December 17, 1941 — Not Reproduced.)

RULE 123 — MONTHLY RATED EMPLOYEES

1. Motive Power Department — Grand Trunk Western Rates of Pay — (Effective July 1, 1960)

Travelling Mechanic	\$556.63
Travelling Inspector	556.63
Travelling Electrician	556.63
Travelling Diesel Inspector	561.33

2. Communications Department—Grand Trunk Western Rates of Pay — (Effective July 1, 1960)

Communication Foremen	\$571.80
Communication Inspectors (Inside Plant) ..	556.63
Communication Inspectors (Outside Plant) ..	556.63
Equipment Maintainers	541.47
Cable Splicers	541.47

3. Such employees shall be assigned one regular rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.

Ordinary maintenance or construction work not required on Sunday prior to September 1, 1949, will not thereafter be required on the sixth day of the work week.

The straight time hourly rate for such employees shall be determined by dividing the monthly rate by the number of hours comprehended in such rate in effect on and after September 1, 1949.

Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of the hours comprehended in the rate in effect on and after September 1, 1949.

Except as specifically provided in these paragraphs,

the rules applicable prior to September 1, 1949, to the employees covered by such paragraphs shall continue without change.

(NOTE—It is understood that, effective May 1, 1954, the monthly rated positions in Rule 123 comprehend 211 hours per month, this by virtue of Section 2(b), Article II, of the August 21, 1954, National Agreement.)

PHYSICAL RE-EXAMINATION

RULE 124

An employee disqualified for service as the result of the findings of Carrier's Medical Department will, in the event he feels such disqualification is not justified, handle with the Management direct or through his representative in the usual way, and if the matter is not disposed of in a mutually satisfactory manner, the employee will, provided written request is made by him within fifteen (15) days from the date notified of his disqualification, be given a physical re-examination under the following conditions.

1. The employee involved will promptly select a physician to represent him and the management will promptly select a physician to represent the carrier. The two physicians thus selected will promptly re-examine the employee and render a report of their findings within a reasonable period. If the two physicians thus selected shall agree, the conclusion reached by them will be final.
2. The physician selected to represent the carrier and the physician selected to represent the employee must be graduates of a reputable medical school, and with at least five (5) years' medical practice and of good standing in the communities where they are located.
3. If the two physicians selected should disagree as to the physical condition of the employee involved, they will select a third physician, to be agreed upon by them, who shall be of recognized standing in the medical profession. The board of medical examiners thus selected will examine the employee involved and will, within a reasonable period, render a report setting forth his physical condition and their conclusions as to his fitness for service, and the decision of a majority of the board shall be final and binding upon both parties to the dispute.
4. After completion of the re-examination, the board shall render a report of their findings, sending two copies to the officer designated by the rail-

road, and two copies to the employee or his representative.

5. The carrier and the employee involved will each defray the expenses of their respective appointees. The fee of the third member of the board will be borne equally by the employee involved and the carrier. Other examination expenses, such as hospitalization X-rays, laboratory tests, etc., will be borne equally by the employee involved and the railroad company. All examinations by this board shall be made at Port Huron or Detroit.
6. If the decision of the board of examining physicians selected does not confirm the justification for previous disqualification, or service restriction, the employee involved will be permitted to return to the service from which removed and compensated for net loss of earnings, if any, as a result of such disqualification or service restriction.
7. Employees, disqualified for service on account of their physical condition, who do not elect to request a physical examination will, if it later definitely appears that their physical condition has improved, be granted a physical examination by a physician designated by the carrier.
8. It is understood and agreed by the parties hereto that employees, who have been disqualified for service on account of their physical condition and who are granted a physical re-examination under the provisions of paragraph 7, hereof, will not be entitled to compensation for time lost as a result of the original disqualification or as a result of any subsequent disqualification.

UNION SHOP

RULE 125

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the carriers 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 employes 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 con-

secutive 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.

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

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

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement

long as they are not in service covered by such agreements, but they may do so at the option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

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

Section 4. Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee 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 employees in the same status at the same time in the same organizational unit.

Section 5. (a) Each employee covered by the provisions of this agreement shall be considered by 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 employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such

notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee 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 employee 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 employee 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 employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee 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 employee 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 employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee 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 or 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 expenses 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 representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

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

NOTE: Wherever phrase "Registered Mail" now appears, such phrase will read "Registered or Certified Mail". Letter Agreement of Sept. 9, 1955.

Section 6. Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee 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 employee 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 employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement 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 employee 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 employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

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

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

Section 10. (a) The carriers party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee 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 distribution of amounts withheld and any other matters pertinent thereto.

Section 11. This agreement shall become effective on September 15, 1952, and is in full and final settlement of notices served upon the carriers by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

HEALTH AND WELFARE

RULE 126

(Article V, National Agreement dated August 19, 1960)

Section 1. Effective March 1, 1961 hospital, surgical and medical benefits shall be improved and group life insurance provided as follows:

(a) With respect to dependents of employees as defined in The Travelers Insurance Company Group Policy Contract No. GA-23900, benefits shall be provided in all respects identical to all benefits now provided under that policy contract with respect to employees except that the Medical Expense Benefits provided under subsection (b) of Section 1 of Part C of Article VII thereof for employees not confined as admitted in-patients in a hospital shall not be included.

(b) Employees whose rights to employee benefits or dependent benefits or both based on payments by the carrier would under present agreements lapse by reason of the employee's being furloughed and not having rendered compensated service in a month or months shall have their rights to such benefits extended for any period, not exceeding three consecutive months during which such rights would not exist under present agreements, provided the employee retains an employment relationship with the employer during such period and provided further that prior to the beginning of such period the employer has made an aggregate of not less than three monthly payments on behalf of the employee.

(c) Each employee who is a "Qualifying Employee" as defined in The Travelers Insurance Company Group Policy Contract No. GA-23000 shall be provided group life insurance in the amount of \$4,000.00, such group life insurance to be effective during the same period that the employee is insured for employee or dependent benefits or both under The Travelers Insurance Company Group Policy Contract No. GA-23000, not including, however, the periods of extended benefits provided in subsection (b) of this Section.

(d) (1) In addition to the payments hereinafter provided for, carriers whose employees are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to both employee benefits and dependent benefits will transmit to The Travelers Insurance Company 81 cents per "Qualifying Employee" per month as premium for the insurance benefit payments resulting from on-duty injuries. The amounts so transmitted are not considered as wage equivalents; separate experience rating of benefits payable by reason of on-duty injuries will be maintained, any retroactive premium credit based on such

separate experience rating will be separately determined and will be held in the Special Account as a separate fund to be applied to the cost of insurance benefits payable as a result of on-duty injuries.

(2) Carriers whose employees are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to dependent benefits only will provide benefits to cover injuries of employees arising out of or in the course of their employment by the employing carrier during the two-year period beginning March 1, 1961, and ending February 28, 1963, but not to exceed an aggregate during the period specified of 81 cents per "Qualifying Employee" per month and the amount so expended will not be deducted from the maximum dues the carrier is required to pay.

Section 2. In accordance with a certain letter addressed to the Railroad Committees on Medical and Hospital Insurance and the Employees' National Conference Committee, Cooperating Railway Labor Organizations by The Travelers Insurance Company under date of August 5, 1960, the carriers will make the following payments per "Qualifying Employee" per month to The Travelers Insurance Company to secure the benefits provided in said Group Policy Contract No. GA-23000, as amended in accordance with Section 1 of this Article, exclusive of benefits payable as a result of on-duty injuries:

For hospital, surgical and medical benefits for employees and dependents and group life insurance for employees	\$20.31
For hospital, surgical and medical benefits for dependents only and group life insurance for employees	12.73

For the continuation of insurance to furloughed employees as specified in subsection (b) of Section 1 of this Article, 70 cents per month per "Qualifying Employee" insured with respect to both employees and dependents benefits and 38 cents per month per "Qualifying Employee" insured with respect to dependents benefits only; these payments are to be made into the Special Account maintained by The Travelers Insurance Company pursuant to the Agreement of January 18, 1955, as amended, and premium payments for the insurance of furloughed employees are to be paid from the Special Account in accordance with the letter of August 5, 1960 above referred to.

Section 3. The maximum hospital association dues which carriers whose employees are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to dependent benefits only are required to pay per month shall be increased, beginning with dues for benefits on and after March 1, 1961, for a period of two years, to \$7.58 plus the cost of providing the benefits for furloughed employees set forth in paragraph (b) of Section 1 of this Article.

Section 4. The carriers and the organizations constituting the policy holder under The Travelers Insurance Company Group Policy Contract No. GA-23000 will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make effective the foregoing Sections of this Article for a two-year period beginning with premium payments accruing in February, 1961 and beginning March 1, 1961 with respect to benefits and group life insurance, and the carriers whose employees are insured under said Group Policy Contract with respect to dependents benefits only will, respectively, in cooperation with the organizations signatory hereto, arrange with the hospital associations furnishing benefits to their employees to make the foregoing Sections of this Article effective.

Section 5. In the application of this Article, carriers some but not all of whose employees subject to this agreement are insured with respect to both employee and dependent benefits under The Travelers Insurance Company Group Policy Contract No. GA-23000 shall be governed by the provisions pertaining to carriers whose employees are insured for both employees and dependents benefits with respect to such employees and by the provisions applicable to carriers whose employees are insured for dependents benefits only as to such employees.

RULE 127

This revised agreement shall be effective as of September 1st, 1949 and will continue in effect thereafter until changed in accordance with the provisions of the Railway Labor Act.

ACCEPTED FOR SYSTEM FEDERATION NO. 92
OF THE RAILWAY EMPLOYEES' DEPARTMENT
OF THE AMERICAN FEDERATION OF LABOR.

(SIGNATURES NOT REPRODUCED)

ACCEPTED FOR THE GRAND TRUNK WESTERN
RAILROAD COMPANY

(SIGNATURE NOT REPRODUCED)

ACCEPTED FOR THE CANADIAN NATIONAL
RAILWAYS—CENTRAL REGION LINES IN THE
UNITED STATES

(SIGNATURE NOT REPRODUCED)

REPRINTED FEBRUARY 1, 1962 TO INCLUDE
UP-TO-DATE RATES OF PAY AND INCORPO-
RATION OF VARIOUS RULINGS OR UNDER-
STANDINGS.

ACCEPTED FOR SYSTEM FEDERATION NO. 92
OF THE RAILWAY EMPLOYEES' DEPARTMENT
OF THE AMERICAN FEDERATION OF LABOR.

Oliver M. Duryee
Secretary-Treasurer

International Association of Machinists

Andrew Mitchell
General Chairman

International Brotherhood Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers

C. C. Neubaum
General Chairman

Sheet Metal Workers International Association

L. G. Bowman
General Chairman

International Brotherhood of Electrical Workers

Oliver M. Duryee
General Chairman

Brotherhood Railway Carmen of America

Michael Yeric
General Chairman

ACCEPTED FOR THE GRAND TRUNK WESTERN
RAILROAD COMPANY

H. A. Sanders
Vice President and General Manager

ACCEPTED FOR THE CANADIAN NATIONAL
RAILWAYS, LINES IN THE UNITED STATES

For the St. Lawrence Region

J. A. McDonald
Vice President

For the Great Lakes Region

E. Wynne
Vice President

Dated at Detroit, Michigan, January 26th, 1962.

ADDENDUM NO. 1
G.T.W. ONLY
DETROIT 26, MICH.
June 12, 1957
File: 8405-10

Mr. C. C. Neubaum, Secretary
System Federation No. 92
185 East Kingman Avenue
Battle Creek, Michigan.

Dear Sir:

In the application of the holiday allowance provided for in Article II of the National Agreement of August 21, 1954 we have always considered that, insofar as the 11:00 p.m.-7:00 a.m. shift is concerned, it applied to the shift starting at 11:00 p.m. on the holiday.

* * * * *
* * * * *

Inasmuch as curtailment of assignments due to a holiday is generally made beginning with the 11:00 p.m. shift on the preceding date it is logical that we apply the holiday allowance similarly and I, therefore, propose that effective immediately, we agree that, in the application of mentioned Article II to the 11:00 p.m. to 7:00 a.m. shift, the provisions therein will be applicable to the shift beginning at 11:00 p.m. on the date immediately preceding the holiday. If you so agree please signify by signing in the space provided at the bottom of this letter, which is supplied in triplicate, and return two copies to me. A space for Traveling Representative J. Duffin's signature is also provided.

Yours very truly

/s/ F. A. Gaffney
Vice Pres. and Gen. Mgr.

Accepted for the employees represented
by organizations affiliated with System
Federation No. 92

/s/ C. C. Neubaum
Secretary

/s/ Joe Duffin
Traveling Representative

ADDENDUM NO. 2

G. T. ONLY

Memorandum of Meeting held in office of W. H. Clegg, Gen. Supt. M.P. & C.E., Grand Trunk Western Railroad, Battle Creek, Michigan, on June 21st, 1945, with respect to electrical work and duties of electricians.

In order to clarify some of the minor misunderstanding and confusion that has existed since the electrical maintenance work was taken over by the Mechanical Department from the Signal Department, the following items were agreed to:

(1) Electricians employed at any respective terminal will establish seniority at the point of employment from the date starting to work.

(2) Where vacancies occur for outside electricians, such vacancies are to be bulletined at all points where electricians are employed and senior applicant will be given the position, subject to qualifications. The Management will endeavor during this qualifying period to assist the applicants in becoming familiar with the work involved in his new position. Electricians who have established seniority at other points will maintain and continue to accumulate seniority at the point they left but they cannot return to previous point of employment except in reduction of force or position being abolished.

(3) If such an electrician is unable to qualify himself for the work required, his supervising officer will confer with the Local Chairman and endeavor to qualify him for continuance in his new assignment. Otherwise, the job will be reopened for bid and the man returned to his home station with seniority unimpaired.

(4) Electricians will be called upon to perform any kind of electrical work required but regular assigned electricians will not be called to perform outside work, unless the outside electrician is otherwise employed. (Signatures not reproduced).

ADDENDUM NO. 3

G.T.W. ONLY

MEMORANDUM OF AGREEMENT BETWEEN THE GRAND TRUNK WESTERN RAILROAD COMPANY AND ITS EMPLOYEES REPRESENTED BY SYSTEM FEDERATION NO. 92 WITH RESPECT TO THE ABOLISHMENT OF TWO (2) POSITIONS KNOWN AS TRAVELING DIESEL INSPECTOR.

Due to changed conditions in the Motive Power and Car Department it is agreed that these two positions may be abolished and removed from the conditions of the Schedule and two new non-scheduled positions of "Supervisor of Diesel Equipment" established.

These new positions are supervisory and will not perform work coming under the scope rule of the Shop Crafts Agreement. It is also understood that in the filling of these non-schedule positions first consideration will be given to employees from the ranks of Machinists and Electricians and only when qualified Machinists or Electricians are not available will these positions be filled from other sources.

Seniority of employees promoted from the ranks of Machinists and Electricians will be protected under the conditions of Rule 15 of the current agreement with System Federation No. 92.

This agreement becomes effective September 1, 1959 and will remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(Signatures not reproduced).

ADDENDUM NO. 4
G.T.W. ONLY

MEMORANDUM OF AGREEMENT BETWEEN THE
GRAND TRUNK WESTERN RAILROAD AND SYS-
TEM FEDERATION NO. 92 RELATIVE TO SENIOR-
ITY OF TRAVELING MECHANICS AS COVERED
BY RULE 123 OF THE CURRENT SHOP CRAFTS
AGREEMENT.

Where vacancies occur for Outside or Traveling Mechanics, such vacancies will be bulletined to all points where mechanics are employed and senior qualified applicant will be given the position.

Mechanics placed on such Outside or Traveling positions will establish seniority within their own group and also continue to accumulate seniority at the point they left but cannot return to previous point of employment except in case of furlough or position being abolished; in which case their return will be subject to the conditions of Rule 15.

Seniority of those already assigned to Traveling Mechanic's positions is to be protected under this agreement.

Dated—February 1, 1961.

(Signatures not reproduced)

ADD. DUM NO. 5
G.T.W. ONLY

Memorandum of Agreement between the Grand Trunk Western Railroad Company and their employees in the Maintenance of Equipment (Motive Power and Car) Department represented by the International Brotherhood of Electrical Workers, an affiliated organization of System Federation No. 92 of the Railway Employees Department of the American Federation of Labor—Congress of Industrial Organizations.

Effective October 1, 1958, the current working agreement between the parties hereto, bearing effective date of September 1, 1949, is amended so as to provide that all Electricians employed by the Company at the Depot, Roundhouse and Shop at Port Huron, Michigan, will have one seniority district and be carried on one seniority roster. Such electricians will be placed on the roster in the order of their respective present seniority dates in their present seniority districts.

The initial seniority roster is hereby agreed to, copy attached, and made a part hereof.

Signed at Port Huron, Michigan, September 23, 1958.

(Signatures and attachment not reproduced).

ADDENDUM NO. 6
G.T.W. ONLY

EFFECTIVE WITH THE CONSOLIDATION OF FACILITIES OF THE LOCOMOTIVE SHOPS AND ROUNDHOUSE, BATTLE CREEK, MICHIGAN, AS A RESULT OF DIESELIZATION OF THE CHICAGO DIVISION IT IS AGREED AS FOLLOWS:

1. Seniority Rosters for Battle Creek Roundhouse and Battle Creek Shop will be combined into one Roster for each Craft or Class with all employees retaining their present seniority date. Following the combining of these seniority lists, employees assigned to running repairs may be used to perform other work and employees assigned to general repair or "back-shop" work may be used to perform running repair work when the regular assigned running repair forces are unable to get engines out to meet service requirements. There

is, however, to be no change in the present division between running repair and "back-shop" work.

2. No exercise of seniority or "bumping" will be permitted as a result of this consolidation, excepting cases where a position is being abolished or where a new position is being established at time of transfer, the new position to be advertised to the combined roster.
3. Employees on furlough at time of consolidation will not be permitted to exercise their seniority rights to displace an employee assigned to a position as of the effective date of this agreement, however, a furloughed employee subsequently recalled to service on a permanent position will be retained in the service in accordance with his seniority standing subject to the rules of the applicable working agreement.
4. Reductions in force subsequent to consolidation will be on the basis of the combined seniority roster and in accordance with the reduction in force rules of the applicable agreements.
5. It is agreed that existing shifts, starting times and lunch period will be maintained insofar as possible. Any changes necessary to suit changed conditions will be made only by agreement between the Committee representing the employees and the General Superintendent of Motive Power and Car Equipment.

DATED: June 1st, 1957

(Signatures not reproduced).

N.B.—Consolidation of facilities took place March 7, 1960.

ADDENDUM NO. 7
G.T.W. ONLY
4430-65

Battle Creek, Michigan
June 16, 1960

Mr. C. C. Neubaum, Traveling Representative
System Federation No. 92
185 East Kingman Avenue
Battle Creek, Michigan

Dear Sir:

As you are aware there has been for sometime past a question as to the correct interpretation of paragraph

6, Rule 33 of the Shop Crafts Schedule which paragraph has reference to the seniority of apprentices. This paragraph for the ready reference of ... concerned is quoted below:

"REGULAR APPRENTICES IF RETAINED IN SERVICE, AFTER THE EXPIRATION OF THEIR APPRENTICESHIP SHALL BE PAID NOT LESS THAN THE MINIMUM RATE ESTABLISHED FOR JOURNEYMEN MECHANICS IN THEIR RESPECTIVE CRAFTS AND WILL BE ACCORDED TWO YEARS' SENIORITY AS A MECHANIC IN THEIR CRAFT AT THE POINT WHERE THE MAJORITY OF THEIR APPRENTICESHIP WAS SERVED."

The various interpretations of this paragraph seem to stem from the phrase "IF RETAINED IN SERVICE" which has been interpreted by some to mean that the two years' seniority is only granted when an apprentice can be placed on a mechanic's vacancy immediately his apprenticeship is completed.

In order to avoid any further question in this regard, we have gone back through our files and find that this same question was taken up with the Vice President and General Manager on May 31, 1957, suggesting that when an apprentice completed his training that he be given two years' seniority at the point where the majority of his apprenticeship was served and be allowed to exercise seniority if there were mechanics with less than two years' seniority. Also in case there were no vacancies or men his junior the apprentice would then be furloughed as a mechanic and recalled in his proper turn.

This interpretation was agreed to by the Vice President and General Manager on June 27, 1957 and your predecessor Mr. J. Duffin was so advised on July 1, 1957. Mr. Duffin replied to our letter on July 2, 1957 advising that he was in agreement. It appears, however, that this interpretation was not given to those concerned with apprenticeship training thus the question still remained. We are now advising all concerned that when an apprentice completes his training he is to be given two years' seniority and can displace a mechanic having less seniority if he so desires, applicable only at the point where the apprentice has accumulated his seniority.

It is also understood of course that any apprentice will be given seniority credit for any time spent in military service if honorably discharged from such service and he returns to our employ within the required time limit specified in the G.I. Bill of Rights.

I believe the above is in accordance with your desires but for the purpose of our records it will be appreciated if you will so indicate by signing the attached copy of this letter and returning it for our files.

Yours truly

/s/ H. Askew

Gen. Supt. M.P.&C.E.

APPROVED:

/s/ C. C. Neubaum

Traveling Representative—System Federation No. 92

ADDENDUM NO. 8
G.T.W. ONLY

MEMORANDUM OF AGREEMENT
Mechanical Department

1. To supply a sufficient number of capable employees to care for service requirements, apprentices who have served three (3) years or more of their apprenticeship, or mechanic helpers with four (4) years or more experience may be temporarily promoted to fill mechanic positions and receive the applicable rate of pay.
2. Such temporary positions, where it is definitely known that such vacancy will be for a period in excess of 30 days, will be advertised in accordance with schedule provisions to apprentices and helpers jointly, as referred to in paragraph 1 and selection will be made from among the applicants by the local management and the local committee acting in concert on the basis of ability and seniority. If unable to reach a decision, the matter will be referred to the Gen. Supt. M.P. & C.E. and the General Chairman, for disposal.
3. Service rendered by apprentices as temporary mechanics will be counted as part of their apprenticeship period.
4. Helpers may, at the time of promotion, make written request to be placed on the mechanic's

REDUCTION OF FORCES

RULE 22(a)

(Effective July 16, 1962)

(a) When the force is reduced, seniority as per Rule 26 will govern, the men affected to take the rate of the job to which they are assigned. Except as otherwise provided in paragraph (c) of this Rule 22, not less than five (5) working days' advance notice will be given the men affected before reduction is made, lists to be furnished the local committee, and with respect to employees working on regularly established positions, not less than five (5) working days' advance notice shall be given before such positions are abolished.

In the restoration of forces, senior laid-off men will be given preference in returning to service, if available within a reasonable time, and shall be returned to their former positions if possible.

The local committee will be furnished a list of men to be restored to service. In the reduction of the force the ratio of apprentices shall be maintained.

Above paragraph (a) reprinted so as to give effect to Article III—Advance Notice Requirements—of the National Agreement of June 5, 1962.

roster, but in so doing must agree to relinquish all rights as a helper. Request will be granted if ability is sufficient and thereafter they will not be regarded as temporarily promoted.

5. When qualified mechanics become available, they will be permitted to displace those temporarily promoted under this agreement.
6. Reduction of employees filling temporary vacancies will be made in the reverse order of the promotion made thereto, after which those affected will return to their former standing with full rights.
7. Promotion for employees having less service than provided for in Rule 1 will not be made except in cases of emergency.
8. Nothing in this agreement is to be construed as superseding Rule 118 of the Shop Crafts Schedule dealing with carmen.
9. Mechanic helper's positions created through the above temporary promotions will be advertised to the coach cleaners and laborers on the same basis as provided for in paragraph 2.

This memorandum to become effective January 1st, 1942.

(Signatures not reproduced).

AGREEMENT BETWEEN THE
 GRAND TRUNK WESTERN RAILROAD COMPANY
 AND THE
 INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

A. It is agreed as follows:

1. Paragraph (d) of Rule 103 $\frac{1}{2}$ is amended to read as follows:

(d) An employee holding seniority rights in one or more classes will be required in the event his job is abolished or he is displaced to displace any junior employee in the same class. In the event there is no junior employee in the same class, he will be required to displace any junior employee in the highest class in which his seniority will permit.

2. Paragraph (g) of Rule 103 $\frac{1}{2}$ is amended to read as follows:

The duties listed in Classes 14 and 15 will be transferred to Class 9. Classes 14 and 15 will be eliminated.

As a result of the above transfers and eliminations, the following listed employees who are currently listed on Class 14 and 15 seniority roster will have their seniority dovetailed into Class 9 roster (indicated by *) will retain so-called "Grandfather rights" to the work they are currently performing at their respective locations.

		<u>Technician</u> <u>Seniority Date</u>	<u>Craft</u> <u>Service Date</u>
1.	J.A. Watson	01/16/51	07/05/49
2.	A.R. Thayer	03/10/52	05/17/50
3.	R.C. Trumbull	02/14/57	12/05/55
*4.	R.G. Paige	02/01/66	09/23/57
5.	G.M. Moross	11/21/66	05/11/59
6.	J.H. Levack	12/28/67	04/17/67
*7.	R.H. Borton	07/11/69	11/01/65
*8.	K.A. Klaaren	03/15/71	05/09/68
*9.	M.A. Fredericksen	10/16/74	10/16/74
10.	D.L. Campbell	08/22/83	01/12/72

The Outline of Duties for Classes 8 and 9 - Equipment Technician is as follows:

CLASSES 8 AND 9 - EQUIPMENT TECHNICIAN

An employee qualified through written technical examination and required to install, inspect, service, repair, adjust and maintain to established standards, rules and regulations, all Plant communications systems and equipment including dispatcher telephone, teleprinter, facsimile, data modem, carrier-frequency, yard paging systems, Company owned telephone exchange systems and telephone instruments. Responsible for other work as assigned including cable structures and open wire pole line systems. Works out of a designated headquarters and must reside within reasonable proximity of same; subject to assisting on other territories as required; must be qualified to operate highway vehicles; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued safety equipment; responsible for proper condition of assigned vehicle and for safeguarding equipment and material issued. Works under supervision of Plant Inspector or other Supervisor designated. Employees working under this description fall into two classifications, Equipment Technician Grade 1 and Grade 2. New employees may be qualified as Equipment Technician Grade 2, advancing to Grade 1 following a year's period of experience and training, and when satisfactory technical ability and performance is demonstrated by successfully passing written technical examination given by Carrier.

This Agreement to be effective March 6, 1984.

FOR THE EMPLOYEES:

FOR THE GRAND TRUNK WESTERN RAILROAD CO.:

R. E. Kowalski

General Chairman
I.B.E.W.

J. F. Brennan
Senior Director, Labor Relations

DATE: MARCH 16, 1984

EMPLOYEE	DATE ENTERED COMM. SERVICE	SENIORITY IN CLASSES	PRESENT POSITION HELD	PREV. RATE	NT RATE	SUGGESTED NEW POSITION
J. A. Watson	07-05-49	2,3,15,17	Management			Battle Creek Mi.
. Washington	01-30-50	5,8,17	Radio Tech(5)	12.82		Detroit Mi.
A. K. Thayer	05-17-50	14,15,17	Plant Tech(14)	11.07		Durand Mi.
R. C. Trumbull	12-05-55	2,10,15,17	Plant Insp(2)	13.23		Battle Creek Mi.
L. L. Garrison	02-01-50	6,8,9,11,12,15,17	Equip Tech(8)	12.82		" " "
R. G. Paige	09-23-57	12,14,15,16,17	Plant Tech(14)	11.67		" " "
D. L. Granger	04-09-59	1,5,8	Equip Tech(8)	12.82		" " "
G. M. Moross	05-11-59	3,10,15,17	Cable Tech(10)	12.82		" " "
D. W. Grosse	12-07-60	5,8	Radio Tech(5)	12.82		Chicago (Eldon) Ill.
R. D. Delebaugh	10-21-63	1,5,8	Management			Battle Creek Mi.
J. T. Hill	09-08-64	1,5,8	Management			" " "
R. H. Burton	11-01-65	14,15,16,17	Plant Tech(14)	11.67		Edwardsburg Mi.
J. K. Willbur	06-13-66	1,5,8,12	Radio Insp(1)	13.23		Battle Creek Mi.
J. H. Levack	04-17-67	7,15	Tower Tech(7)	12.82		" " "
R. A. Hibbard	04-01-68	4,5,8	Control Tech(4)	12.98		" " "
C. W. Severance	05-07-68	5,8	Management			" " "
S. R. Paige	02-03-69	3,16,17	Plant Frmn(3)	13.13		" " "
C. McClelland	07-06-70	5,6,10,12,17	Cable Tech(10)	12.82		" " "
A. L. Cook	03-22-71	5,8,12	Radio Tech(5)	12.82		" " "
C. D. Thomas	04-19-71	5,6,12	Radio Tech(5)	12.82		" " "
D. L. Campbell	01-12-72	17	Plt Limn(17)	10.86		" " "
R. B. Perschbacher	05-14-73	5,8	Radio Tech(5)	12.82		" " "
D. G. Thompson	08-05-74	5,8	Radio Tech(5)	12.82		" " "
G. L. Laitila	10-22-74	5,8	Radio Tech(5)	12.82		" " "
W. L. Edwards	08-30-76	5,6	Radio Tech(5)	12.82		Flint Mi.
T. D. Woolston	07-02-79	8,9	Equip Tech(8)	12.82		Port Huron Mi.
D. D. Vogt	09-04-79	16,17	Plt Limn(16)	11.01		Battle Creek Mi.
M. A. Ryon	12-31-79	5,6	Radio Tech(5)	12.82		Pontiac Mi.
T. G. Jones	04-06-81	5,8,9	Radio Tech(5)	12.82		Battle Creek Mi.
K. E. Hubbert	11-09-81	17	Furloughed			" " "
A. E. Haywood	09-27-82	9	Equip Tech(9)	*10.64		Blue Island Ill.

*85% of 12.52

1979 change

AGREEMENT BETWEEN THE
GRAND TRUNK WESTERN RAILROAD COMPANY
AND THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

There being intention by the Carrier to install and maintain an electronic telephone exchange switching system, and so replacing presently leased equipment, and there being a need to employ specially qualified employees in the maintenance of such electronic telephone exchange switching system equipment, it is agreed that paragraph (e), and the Outline of Duties for Classes 5 and 6 - Radio Technician, Classes 8 and 9 - Equipment Technician, and Classes 14 and 15 - Plant Technician, of paragraph (g), of Rule 103 1/2 (as amended effective May 1, 1975) of the Working Agreement is amended to read as per Attachment "A", which is attached hereto and made a part hereof.

This Agreement to be effective February 13, 1979 and shall remain in effect until changed in accordance with the Railway Labor Act, as amended.

FOR THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

FOR THE GRAND TRUNK WESTERN
RAILROAD COMPANY

John M. Douglas
General Chairman

D. E. Provenz
Director, Labor Relations

DATE: 2-16-'79

ATTACHMENT "A"

- (e) Employees may bid to positions in any class, however, should more than one employee bid to a position in a class where neither holds seniority, then the employee with the earliest seniority date in the Communications Department, *ability being equal, will have the preference.

*NOTE: Ability to be determined on the basis of written examination; such examination to be related to the duties and responsibilities of the position involved. In the event there is a dispute involving question of ability, copy of examinations of employees involved will be furnished to the union. After passing examination prescribed, an employee may be required to undergo advanced training if such is needed for the intended work assignment, except that such examination will not be required of employees holding seniority in classes 5-6, 8-9 as of the date of this Agreement. Any employee, desiring improvement, may apply for examination which if successfully passed will entitle that employee to undergo advanced instruction per training schedules established.

CLASSES 5 and 6 - RADIO TECHNICIAN

An employee who must hold FCC Radio Operator's License (First or Second Class) and who is qualified and required to install, inspect, service, repair, adjust and maintain to established standards, rules and regulations, all Radio System equipment including Radio, Microwave and Radar, associated and interfacing telephone, multiplex, signaling and data modem equipment, and for circuits derived from such facilities together with testing and regulating as required; responsible for maintenance of Company owned telephone exchange switching system equipment (electronic or otherwise) and telephone instruments. Responsible for strict adherence to all licensing and other Rules and Regulations of the Federal Communications Commission and other regulatory bodies; responsible for other work as assigned; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment. Works out of a designated headquarters and must reside within reasonable proximity of same subject to assisting on other territories as required; must be qualified to operate highway

vehicles. Works under supervision of Radio Inspector or Supervisor as designated. Employees working under this description fall into two classifications, Radio Technician Grade 1 and Grade 2. New employees may be classified as Radio Technician Grade 2, advancing to Grade 1 following a year's period of experience and training, and when satisfactory technical ability and performance is demonstrated by successfully passing written technical examination given by Carrier.

CLASSES 8 and 9 - EQUIPMENT TECHNICIAN

An employee qualified through written technical examination and required to install, inspect, service, repair, adjust and maintain to established standards, rules and regulations, all Plant communications systems and equipment including telephone, teleprinter, facsimile, data modem, carrier-frequency, yard paging consoles, etc.; responsible for maintenance of Company owned telephone exchange switching system equipment (electronic or otherwise) and telephone instruments; responsible for other work as assigned. Works out of a designated headquarters and must reside within reasonable proximity of same; subject to assisting on other territories as required; must be qualified to operate highway vehicles; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment; responsible for proper condition of assigned vehicle and for safeguarding equipment and material issued. Works under supervision of Plant Inspector or other Supervisor designated. Employees working under this description fall into two classifications, Equipment Technician Grade 1 and Grade 2. New employees may be qualified as Equipment Technician Grade 2, advancing to Grade 1 following a year's period of experience and training, and when satisfactory technical ability and performance is demonstrated by successfully passing written technical examination given by Carrier.

CLASSES 14 and 15 - PLANT TECHNICIAN

An employee qualified through written examination and required to install, maintain and repair Communications pole line and wire, cables, yard speaker systems, Dispatcher's and Message telephone systems, teleprinter, facsimile equipment and other work as assigned, including telephone instruments; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued safety equipment; must be qualified to operate on-track and highway vehicles; responsible for proper condition of assigned vehicle and for safeguarding equipment and material issued. Works under supervision of Plant Inspector or other Supervisor assigned. Employees working under this description fall into two classifications, Plant Technician Grade 1 and Grade 2, with Grade 1 classification applying

to employees responsible for (a) telephone instruments, teleprinter and facsimile maintenance or (b) employees assigned at Division train dispatching locations, and with Grade 2 classification applying to employees whose assignment does not include such maintenance responsibilities. Grade 2 employees will receive and be required to pass training for employment as Plant Technician Grade 1 as opportunities arise.

AGREEMENT BETWEEN THE
GRAND TRUNK WESTERN RAILROAD COMPANY
AND THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

FILE: 8000-518

In complete settlement of Carrier's Section 6 Notice dated March 7, 1975 it is agreed as follows:

1. Rule 103 1/2 of the current Working Agreement is amended to read as per Attachment "A", attached hereto and made a part hereof.
2. All reference to Communication Department employees in Rules 34 and 123 is eliminated.

This Agreement to be effective May 1, 1975 and shall remain in effect until changed in accordance with the Railway Labor Act, as amended.

FOR THE EMPLOYEES:

FOR THE GRAND TRUNK WESTERN RAILROAD CO

/s/ John M. Douglas
General Chairman IBEW

/s/ D.E. Prover
Director, Labor Relations

DATED: April 28, 1975

GRAND TRUNK WESTERN RAILROAD COMPANY
COMMUNICATIONS DEPARTMENT SPECIAL RULES

RULE 103½

~~1975~~
Current as
of 1992

- (a) Seniority rosters covering Communications Department employees represented by the International Brotherhood of Electrical Workers shall be as follows:

16.73	1. Radio Inspector
16.73	2. Plant Inspector
	3. Plant Foreman
16.46	4. Control Technician
16.28	5. Radio Technician (Grade 1)
15.96	6. Radio Technician (Grade 2)
16.28	7. Tower Technician
16.28	8. Equipment Technician (Grade 1)
15.96	9. Equipment Technician (Grade 2)
16.28	10. Cable Technician
	11. Installer Technician (Grade 1)
	12. Installer Technician (Grade 2)
	13. Assistant Plant Foreman
	14. Plant Technician (Grade 1)
	15. Plant Technician (Grade 2)
14.29	16. Plant Lineman (Grade 1)
14.13	17. Plant Lineman (Grade 2)

Partial list
- will supply the
remaining rates
after I calculate
and verify them
JL

Rates as of
2/1/92

System Seniority will apply.

- (b) Seniority will begin in the applicable class the date an employee is assigned to a permanent position therein. The original seniority rosters covering the seventeen classes above are to be mutually prepared and agreed to. Thereafter, seniority rosters are to be revised and posted in January of each year and will be open for protest for a period of sixty calendar days from date of posting; upon presentation of proof of error by employees, such error will be corrected. Correction of errors will be confined to names added to the roster since posting the previous annual roster.
- (c) Employees promoted to and acquiring seniority in higher classes will retain their seniority in lower classes.
- (d) An employee holding seniority rights in one or more classes will, in the event of being cut off due to abolishment or displacement, be required to exercise displacement rights over the junior employee in the same class in which he is cut off. In the event there are no positions held by employees his junior in the same class he shall be permitted to displace the junior employee in the highest class in which his seniority will permit.

(g) OUTLINE OF DUTIES

CLASS 1 - RADIO INSPECTOR

An employee qualified through written examination and required to assist with supervision of all Radio system installation maintenance and operating activity, including supervision of Control, Radio and Tower Technicians insofar as their communication duties are concerned. Responsible for inspection of all Radio System work and for safe and proper completion of same to established radio and microwave standards, rules and regulations; responsible for efficient maintenance and operation of radio-microwave equipment at all sites including proper upkeep of premises; responsible for routine maintenance programs, inspection reports, for enforcement of all Rules and Regulations of the Federal Communications Commission or other regulatory bodies, and for such other work as may be assigned; responsible for ensuring compliance by field employees with all safety programs and provisions including use of safety equipment issued. Must be qualified to operate highway vehicles; must hold first or second class FCC Radio Operator's License and be qualified in all aspects of the duties of Control and Radio as described in Classes 4 and 5. May be assigned instruction and training duties. Works out of a designated headquarters location and must reside within reasonable proximity of same. Reports directly to Supervisor designated.

CLASS 2 - PLANT INSPECTOR

An employee qualified through written examination and required to assist with supervision of all Plant construction and maintenance work including supervision of Plant Technicians, Plant Foremen and Plant Linemen insofar as their communications duties are concerned; responsible for inspection of all Plant Operations work and for safe and proper completion of same to established standards, rules and regulations; responsible for Company-owned telephone exchanges, Dispatcher's and Message Telephone systems, yard speaker systems and inspection reports; responsible for preparation of estimates, drawings, reports and such other work as may be assigned; responsible for ensuring compliance by field employees with all safety programs and provisions including use of safety equipment issued. Must be qualified to operate on-track and highway vehicles. Works out of a designated headquarters and must reside within reasonable proximity of same. Reports directly to Supervisor designated.

CLASS 3 - PLANT FOREMAN

An employee qualified through written examination and required to conduct Gang operations which involve any type of Plant construction or maintenance work that may be assigned - such as pole line, open wire and cable work, tree removal, etc.; responsible for safe, proper and standard performance of all such work to established standards, rules and regulations; responsible for condition of gang cars, work equipment and tools; responsible for accurate completion of required reports; responsible for direct supervision of all gang forces assigned; must be qualified to operate on-track and highway vehicles; responsible for vigorous promotion and enforcement of all safety programs; for ensuring use of all issued Safety equipment and conducting safety training classes for the assigned gang force; responsible for condition of vehicle assigned and for safeguarding equipment and material issued. Reports directly to Plant Inspector, or other Supervisor designated.

CLASS 4 - CONTROL TECHNICIAN

An employee who must hold FCC Radio Operator's License (First or Second Class) also qualified through previous employment as Radio Technician (Class 5), responsible for efficient operation of all equipment installed at the system Microwave Control Center and all circuits terminated at such equipment; responsible for supervisory assistance in work conducted and work priorities by Radio Technicians at the System Radio Shop; responsible for receiving and coordinating all Radio System and Plant trouble calls, assigning priorities and dispatching maintenance personnel in the field; responsible for testing and regulation practices and for specified reports; responsible for the orderly condition and restriction of unauthorized admittance to the Control Center; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued safety equipment. Must be qualified to operate highway vehicle. Works out of a designated headquarters and must reside within reasonable proximity of same. Works under supervision of Radio Systems Engineer.

CLASSES 5 and 6 - RADIO TECHNICIAN

An employee who must hold FCC Radio Operator's License (First or Second Class) and who is qualified and required to install, inspect, service, repair, adjust and maintain to established standards, rules and regulations, all Radio System equipment including Radio, Microwave and Radar, associated and interfacing telephone, multiplex, signaling and data modem equipment, and for circuits derived from such facilities together with testing and regulating as required; responsible for maintenance of Company owned telephone exchange switching system equipment (electronic or otherwise) and telephone instruments. Responsible for strict adherence to all licensing and other Rules and Regulations of the Federal Communications Commission and other regulatory bodies; responsible for other work as assigned; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment. Works out of a designated headquarters and must reside within reasonable proximity of same subject to assisting on other territories as required; must be qualified to operate highway

CLASS 7 - TOWER TECHNICIAN

An employee qualified and required to install, inspect, service and repair Radio and Microwave towers, transmission lines, antennae, marker lights and other associated devices; responsible for condition of microwave and radio equipment shelters, battery plant, fences and surrounding ground; responsible for other work as assigned; must be qualified and willing to climb towers of any height on the microwave system; must be qualified to operate highway vehicle; must maintain required log records and submit required reports; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment; responsible for proper condition of assigned vehicle and for safeguarding equipment and material issued. Works out of a designated headquarters, must reside in close proximity of same, and is willing to accept emergency calls at any time beyond normal working hours. Must accept and pass an annual physical examination given by the Company's designated medical representative; must at all times use and wear all supplied safety equipment and strictly adhere to all Safety Rules which supervision will apply to this position. Works under supervision of Radio Inspector or other Supervisor designated.

CLASSES 8 AND 9 - EQUIPMENT TECHNICIAN

An employee qualified through written technical examination and required to install, inspect, service, repair, adjust and maintain to established standards, rules and regulations, all Plant communications systems and equipment including dispatcher telephone, teleprinter, facsimile, data modem, carrier-frequency, yard paging systems, Company owned telephone exchange systems and telephone instruments. Responsible for other work as assigned including cable structures and open wire pole line systems. Works out of a designated headquarters and must reside within reasonable proximity of same; subject to assisting on other territories as required; must be qualified to operate highway vehicles; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued safety equipment; responsible for proper condition of assigned vehicle and for safeguarding equipment and material issued. Works under supervision of Plant Inspector or other Supervisor designated. Employees working under this description fall into two classifications, Equipment Technician Grade 1 and Grade 2. New employees may be qualified as Equipment Technician Grade 2, advancing to Grade 1 following a year's period of experience and training, and when satisfactory technical ability and performance is demonstrated by successfully passing written technical examination given by Carrier.

CLASS 10 - CABLE TECHNICIAN

An employee qualified through written examination and required to install, maintain and repair cable systems, together with all associated devices including cable pressurizing equipment, terminals, protective devices, etc., to established standards, rules and regulations, and to perform such other work as assigned; must be qualified to operate cable test equipment and is responsible for proper upkeep of cable records as specified; must be qualified to operate highway vehicle; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment. Works out of a designated headquarters and must reside within reasonable proximity of same. Works under supervision of Plant Inspector or Supervisor designated.

CLASSES 11 and 12 - INSTALLER TECHNICIAN

An employee qualified through written examination and required to assist with installation and maintenance of all Communications equipment to established standards, rules and regulations and such other work as assigned. Responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment; responsible for proper condition of assigned vehicle and for safeguarding equipment and material issued. Works out of a designated headquarters and must reside within reasonable proximity of same; must be qualified to operate highway vehicle. Works under supervision of Plant Inspector or other Supervisor designated. Employees working under this description fall into two classifications, Installer Technician Grade 1 and Grade 2,

SYS 1 SENIORITY ROSTER (May 1 1975)

CLASS 1 - RADIO INSPECTOR

	<u>System Seniority Date</u>	<u>Date Entered Service</u>
R. D. Delebaugh, SSA #367-26-9686	5- 1-64	10-21-63
J. T. Hill, SSA #381-46-8028	10- 1-71	9- 8-64
O. L. Granger, SSA #373-28-3039	4-21-67	4- 9-59
J. K. Willbur, SSA #366-44-0712	6- 3-74	6-13-66

CLASS 2 - PLANT INSPECTOR

O. M. Duryee, SSA #379-12-1694	7-21-65	3- 3-41
J. A. Watson, SSA #384-26-5098	5-11-69	7- 5-49

CLASS 3 - PLANT FOREMAN

J. A. Watson, SSA #384-26-5098	6- 6-51	7- 5-49
E. Bennett, SSA #386-26-8482	10- 1-71	3- 8-48

CLASS 4 - CONTROL TECHNICIAN

R. A. Hibbard, SSA #369-28-0418	4- 1-75	4- 1-68
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CLASS 5 - RADIO TECHNICIAN (Grade 1)

W. W. Washington, SSA #364-28-8204	5-15-50	1-30-50
J. F. Draper, SSA #377-01-5340	7-21-56	5-28-56
D. W. Grosse, SSA #331-30-8868	4- 1-61	12- 7-60
O. L. Granger, SSA #373-28-3039	11- 1-62	4- 9-59
R. D. Delebaugh, SSA #367-26-9686	11- 1-63	10-21-63
J. T. Hill, SSA #381-46-8028	9--8-64	9- 8-64
J. K. Willbur, SSA #366-44-0712	4- 1-67	6-13-66
R. A. Hibbard, SSA #369-28-0418	4- 1-68	1-26-50
C. W. Severance, SSA #367-37-8539	5- 7-68	5- 7-68
D. R. Bauman, SSA #379-48-3567	5-20-68	5-20-68
R. L. Mead, SSA #367-28-4599	7-21-69	7-21-69
R. P. Walsh, SSA #369-52-6345	2- 1-71	1-20-69
A. L. Cook, SSA #432-58-0669	9-21-71	3-22-71
R. B. Perschbacher, SSA #366-46-8900	5-14-73	5-14-73
D. G. Thompson, SSA #339-38-7726	8- 5-74	8- 5-74
J. E. Graves, Jr. SSA #379-48-5307	10-14-74	10-14-74
G. L. Laitila, Jr. SSA #366-54-9242	10-22-74	10-22-74

CLASS 6 - RADIO TECHNICIAN (Grade 2)

CLASS 7 - TOWER TECHNICIAN

J. H. Levack, SSA #369-42-7996	4-28-75	4-17-67
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with Grade 1 classification applying only to the employee designated and acting as leading hand of the force assigned.

CLASS 13 - ASSISTANT PLANT FOREMAN

An employee qualified and required to perform Plant construction and maintenance work involving pole line, open wire and cable structure and such other work as assigned; qualified through written examination to assist Plant Foreman (Class 3) in all gang operations and to assume all duties of the Plant Foreman if required. Must be qualified to operate on-track and highway vehicles; responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment; responsible for proper condition of assigned vehicle and for safeguarding equipment and material issued. Works under supervision of Plant Foreman or Inspector designated.

CLASSES 14 + 15 ELIMINATED BY AGREEMENT 3/6/84

CLASSES 16 and 17 - PLANT LINEMAN

An employee qualified and required to perform Plant construction and maintenance work involving pole line, open wire and cable structures and such other work as assigned; must be qualified to climb poles; must be qualified to operate on-track and highway vehicles. Responsible for strict adherence to all Safety Rules and instructions and for proper use of all issued Safety equipment. Works under supervision of Plant Foreman or Assistant Plant Foreman. Employees working under this description fall into two classifications, Plant Lineman Grade 1 and Grade 2, with Grade 1 classification applying only to the employee who has the additional assignment of operating post-hole digger and pole-setting equipment, is qualified to operate heavy equipment and is responsible for proper upkeep and condition of such equipment.

CLASS 15 - PLANT TECHNICIAN (Grade 2) (Cont'd.)

	<u>System Seniority Date</u>	<u>Date Entered Service</u>
L. L. Garrison, SSA #384-32-7925	7- 6-65	2- 1-56
R. G. Paige, SSA #375-24-9200	2- 1-66	9-23-57
G. M. Moross, SSA #298-24-9056	11-21-66	5-11-59
J. H. Levack, SSA #369-42-7996	12-28-67	4-17-67
R. H. Borton, SSA #378-46-0863	7-11-69	11- 1-65
K. A. Klaaren, SSA #485-44-5505	3-15-71	5- 9-68
R. E. Hubbert, SSA #369-44-4161	10--2-73	2-24-71

CLASS 16 - PLANT LINEMAN (Grade 1)

R. G. Paige, SSA #375-24-9200	7-12-65	9-23-57
J. C. Clark, SSA #410-10-5401	4- 8-68	10-22-51
K. A. Klaaren, SSA #485-44-5505	4-30-73	5- 9-68
D. A. Morgan, SSA #367-58-5305	5-24-74	11- 9-71

CLASS 17 - PLANT LINEMAN (Grade 2)

O. M. Duryee, SSA #379-12-1694	2-16-42	3- 3-41
W. W. Washington, SSA #364-28-8204	1-30-50	1-30-50
J. A. Watson, SSA #384-26-5098	4- 3-50	7- 5-49
A. R. Thayer, SSA #385-18-5510	9-17-51	5-17-50
D. K. Woolston, SSA #366-16-4873	5-15-52	5-15-52
J. C. Clark, SSA #410-10-5401	12-16-52	10-22-51
G. P. McKinnon, SSA #376-36-8001	9- 1-54	2-24-54
R. C. Trumbull, SSA #364-32-3799	5- 1-56	12- 5-55
L. L. Garrison, SSA #384-32-7925	8- 1-56	11- 1-56
R. G. Paige, SSA #375-24-9200	3-21-59	9-23-57
G. M. Moross, SSA #298-24-9056	7-29-63	5-11-59
R. H. Borton, SSA #378-46-0863	5- 1-68	11- 1-65
K. A. Klaaren, SSA #485-44-5505	5- 9-68	5- 9-68
R. P. Walsh, SSA #369-52-6345	10-1-69	1-20-69
S. R. Paige, SSA #369-52-7998	10- 1-69	2- 3-69
M. C. McClelland, SSA #366-46-5355	9-11-70	7- 6-70
R. E. Hubbert, SSA #369-44-4161	9-21-71	2-24-71
D. A. Morgan, SSA #367-58-5305	2- 7-72	11- 9-71
D. L. Campbell, SSA #386-52-5628	4-10-72	1-12-72
S. G. Bradley, SSA #377-56-5460	6-12-72	2-14-72
C. M. Hanton, SSA #194-36-1377	7- 3-72	2-10-69
A. D. Bressette, SSA #377-58-2799	9-18-72	6-29-72

CLASS 8 - EQUIPMENT TECHNICIAN (Grade 1)

	<u>System Seniority Date</u>	<u>Date Entered Service</u>
W. W. Washington, SSA #364-28-8204	5-15-50	1-30-50
J. F. Draper, SSA #377-01-5340	7-21-56	5-28-56
D. W. Grosse, SSA #331-30-8868	4-1-61	12-7-60
O. L. Granger, SSA #373-28-3039	11-1-62	4-9-59
R. D. Delebaugh, SSA #367-26-9686	11-1-63	10-21-63
J. T. Hill, SSA #381-46-8028	9-8-64	9-8-64
J. K. Willbur, SSA #366-44-0712	4-1-67	6-13-66
R. A. Hibbard, SSA #369-28-0418	4-1-68	1-26-50
C. W. Severance, SSA #367-36-8539	5-7-68	5-7-68
D. R. Bauman, SSA #379-48-3567	5-20-68	5-20-68
R. L. Mead, SSA #367-28-4599	7-21-69	7-21-69
R. P. Walsh, SSA #369-52-6345	2-1-71	1-20-69
A. L. Cook, SSA #432-58-0669	9-21-71	3-22-71
R. B. Perschbacher, SSA #366-46-8900	5-14-73	5-14-73
D. G. Thompson, SSA #339-38-7726	8-5-74	8-5-74
J. E. Graves, Jr., SSA #379-48-5307	10-14-74	10-14-74
G. L. Laitila, Jr., SSA #366-54-9242	10-22-74	10-22-74

CLASS 9 - EQUIPMENT TECHNICIAN (Grade 2)CLASS 10 - CABLE TECHNICIAN

E. Bennett, SSA #368-26-8482	3-8-48	3-8-48
D. K. Woolston, SSA #366-16-4873	4-1-57	5-15-52
R. C. Trumbull, SSA #364-32-3799	10-21-71	12-5-55

CLASS 11 - INSTALLER TECHNICIAN (Grade 1)

L. L. Garrison, SSA #384-32-7925	12-1-72	2-1-56
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CLASS 12 - INSTALLER TECHNICIAN (Grade 2)

J. K. Willbur, SSA #366-44-0712	6-13-66	6-13-66
L. L. Garrison, SSA #384-32-7925	8-11-66	2-1-56
R. G. Paige, SSA #375-24-9200	2-1-69	9-23-57
A. L. Cook, SSA #432-58-0669	3-22-71	3-22-71
C. D. Thomas, SSA #363-50-8853	4-19-71	4-19-71
M. C. McClelland, SSA #366-46-5355	4-9-73	7-6-70

CLASS 13 - ASSISTANT PLANT FOREMAN

J. C. Clark, SSA #410-10-5410	4-2-73	10-22-51
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CLASS 14 - PLANT TECHNICIAN (Grade 1)CLASS 15 - PLANT TECHNICIAN (Grade 2)

O. M. Duryee, SSA #37912-1694	11-25-46	3-3-41
J. A. Watson, SSA #384-26-5098	1-16-51	7-5-49
A. R. Thayer, SSA #385-18-5510	3-10-52	5-17-50
D. K. Woolston, SSA #366-16-4873	7-1-54	5-15-52
G. P. McKinnon, SSA #376-36-8001	1-23-56	2-24-54
R. C. Trumbull, SSA #364-32-3799	2-14-57	12-5-55