

Form 4050

**AGREEMENT BETWEEN**

the

**CHICAGO, MILWAUKEE, ST. PAUL and  
PACIFIC RAILROAD COMPANY**



and

**SYSTEM FEDERATION NO. 76  
of the  
Railway Employes' Department, A. F. of L.**

covering

**ELECTRICAL WORKERS, THEIR  
APPRENTICES and HELPERS**

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Effective September 1, 1949

Supersedes Schedule of December 15, 1926

## GENERAL RULES

Governing Employment of Electrical Workers,  
Their Helpers and Apprentices

### HOURS OF SERVICE

#### RULE 1

Except as hereinafter provided, the standard working hours shall be eight (8) hours per day, five (5) days per week. There may be one (1), two (2), or three (3) shifts employed, the starting time of any shift shall be arranged by mutual understanding between the Local Officers and employes' committee based on actual service requirements.

#### RULE 2

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

#### RULE 3 — Work Week

The expressions "positions" and "work" used in this Rule 3 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 employes.

(a) *General*—There is hereby established, for all employes, except those covered by Rule 29, a work week of forty (40) hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as

practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(b) *Five-day Positions*—On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) *Six-day Positions*—Where the nature of the work is such that employes will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) *Seven-day Positions*—On positions which are filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) *Regular Relief Assignments*—All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-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 this agreement.

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

(f) *Deviation from Monday-Friday Week*—If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) of this rule and requires that some of such employes

work Tuesday to Saturday instead of Monday to Friday, and the employes 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 this agreement.

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

(1) All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.

(6) If after all the foregoing has been done there still remains service which can only be performed by requiring employes to work in excess of five days per week,

the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.

(7) The least desirable solution of the problem would be to work some regular employes 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 employes to process the dispute as a grievance or claim under this agreement, 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 employes in excess of five days per week.

(h) *Rest Days of Extra or Furloughed Employes*—To the extent extra or furloughed men may be utilized under the schedule agreement or practices, their days off need not be consecutive; however, if they take the assignment of a regular employe they will have as their days off the regular days off of that assignment.

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

(j) *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 September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that 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.

(k) *Work on Unassigned Days*—Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employe who will otherwise not have 40 hours of work that week; in all other cases by the regular employe.

(l) *Service on Rest Days*—Service rendered by employes on assigned rest days shall be paid for at the rate of time and one-half with a minimum of five (5) hours' pay at straight time rate for three hours and twenty minutes (3'20") work or less; however, if filling the assignment of an employe assigned to such day, he will be paid at the rate of time and one-half for such assignment.

#### RULE 4

The working hours at each shop, roundhouse or yard, shall be posted on a bulletin board and the beginning and quitting time for any shift shall not be changed without twenty-four (24) hours' notice.

### RULE 5 — Overtime-Emergency Service

(a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved; except as may be provided in rules hereinafter set out. Work performed on the following legal holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half. Holiday work will be required only when absolutely essential to the continuous operation of the Railroad.

(b) Except as otherwise provided, 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 employe due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Paragraph (g) of Rule 3.

(c) Except as otherwise provided, employes worked more than five (5) 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 weeks, except where such work is performed by an employe due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under Paragraph (g) of Rule 3.

(d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at

overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours.

### RULE 6

Railroad service necessitates that some employes work on holidays and such work will be assigned. Where there is a sufficient number of employes, the work will be assigned in a manner that will not require working two consecutive holidays. On such days when the work can be completed in less than the regularly assigned hours, employes requesting it, may be excused and paid for the time worked.

### -RULE 7

Employes required to work during lunch period shall receive straight time for time worked and will be allowed not to exceed twenty (20) minutes to eat without loss of time.

### RULE 8

For continuous service after regular working hours, employes will be allowed overtime on minute basis and shall not be required to work more than two (2) hours without being permitted to go to meals.

### RULE 9

Employes relieved for the day, then called or required to return to work, will be granted five (5) hours' pay for three hours and twenty min-

utes' work or less and shall be required to do only such work as called for. Employees will be allowed time and one-half, on minute basis, for services performed continuously in advance of regular working period—the advance period to be not more than one hour.

#### RULE 10

(a) Employees required to change from one shift to another will be paid overtime rates for the first shift of each change, except when sixteen (16) hours has elapsed from the closing time of their regular shift, or when transferred at their own request, or, are notified at the end of the week of change to be effective the first day of following week.

(b) Relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief men. Such assignments will be excepted from the requirements of the provisions of Paragraph (a) of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

#### RULE 11

When it becomes necessary for employes to work overtime, they shall not be laid off during regular working hours to equalize the time. If overtime must be worked, same will be distributed equally as possible.

### FILLING VACANCIES

#### RULE 12

Employes required to fill position for one day or more of another employe receiving a higher rate of pay shall receive the rate of such posi-

tion for time so engaged, but if required to fill temporarily the place of an employe receiving a lower rate, his rate will not be changed.

#### RULE 13

Employes serving on night shifts, desiring day work shall have preference when vacancies occur, seniority and ability to govern. Overtime will not apply to changes made under this rule.

#### RULE 14

In filling vacancies that may be desirable to employes, in service, the principle of exercising seniority must carry with it the responsibility of maintaining efficient service. All vacancies, or new jobs created, will be bulletined. Bulletins must be posted five (5) days before vacancies are filled permanently. Employes desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman.

### ABSENCE FROM WORK

#### RULE 15

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

#### RULE 16

An employe detained from work on account of sickness or for any other good cause, shall notify his foreman as early as possible.

## SENIORITY

### RULE 17

Except as mutually agreed to, seniority of employes covered by this agreement, shall be confined to the point employed. In making reduction or filling vacancies, ability being sufficient, seniority will apply.

The seniority of electrical workers in sub-station maintenance crews will be recognized in two districts — Rocky Mountain Division and Coast Division.

### RULE 18

Seniority list will be open to inspection by the General Chairman and a copy will be furnished the local committee.

### RULE 19

Employes temporarily transferred from one shop, roundhouse or yard, to another, at the Railway's request, will retain their seniority rights at the place being transferred from and shall be considered the youngest man in service at the point transferred to.

### RULE 20

Employes transferred from one shop, roundhouse, or yard, to another, at their own request, shall, after thirty (30) days, forfeit their seniority at the point being transferred from, and shall be considered as a new man at point transferred to.

### RULE 21

Employes accepting positions as Foreman, or men assigned to special duties, shall retain

their seniority as mechanics at the shop, roundhouse, or yard where they last held seniority rights.

## REDUCTION OF FORCES

### RULE 22

When it becomes necessary to reduce expenses, reduction will be accomplished by reducing forces, seniority as per Rule 17 to govern; the men affected to take the rate of the job to which they are assigned.

When the force is to be reduced, 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, regular hours to be re-established prior to any additional increase in force.

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.

### RULE 23

Whenever it is practicable to do so, five (5) days' notice will be given men affected before reduction in force is made and lists showing employes to be laid off, will be furnished local committees. The ratio of apprentices to be maintained.

### RULE 24

Extra men may be employed to fill the places of men laying off. The oldest extra man will

have preference in filling a vacancy and his competency will be established within thirty (30) days thereafter.

#### RULE 25

Upon application, employes laid off, will be given preference to transfer to nearest point where men may be needed, with privilege of returning to home station when force is increased. Such transfer will be made without expense to the Railway.

#### ROAD WORK

##### RULE 26

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

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

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

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

Wrecking service employes will be paid under this rule, except that all time working, waiting or traveling on Sundays and holidays will be paid for at rate of time and one-half, and all time working, waiting or traveling on week days after the recognized straight-time hours at home station, will also be paid for at rate of time and one-half.

##### RULE 27

Employes sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from 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. 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.

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

Where meals and lodging are not provided by the Railway, the actual necessary expenses will be allowed.

On the return trip to the home point, straight time for waiting or traveling will be allowed up to the time of arrival at the home point.



## RULE 28

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 Railway 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 (2) or more shifts are worked, the starting time will be regulated accordingly.

Where employees are required to use boarding cars, the Railway 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.

## RULE 29

Employees regularly assigned to perform road work and paid on a monthly basis shall be

assigned one regular rest day per week, Sunday if possible. Rules applicable to other employees covered by this agreement shall apply to service on such assigned rest day. Ordinary maintenance or construction work not heretofore required on Sunday will not 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 228 $\frac{1}{4}$  hours, which includes time and one-half for holidays. Except for the assigned rest day, no overtime is allowed for time worked in excess of eight (8) hours pay day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

The regularly assigned road men, under the provisions of this rule may be used, when at home point, to perform shop work in connection with the work of their regular assignments.

Where meals and lodging are not furnished by the Railway or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

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

## GRIEVANCES

### RULE 30

Employees subject to this agreement, who believe they have been unjustly dealt with, or when any of the provisions of this agreement

have been violated, such cases shall be taken to the Foreman, General Foreman, Master Mechanic, Shop Superintendent, each in their respective order, by the duly authorized Committee or the General Chairman.

#### RULE 31

Conference between Local Officials and Local Committees, when authorized by the Officer in charge, will be held during regular working hours without loss of time to Committeemen.

#### RULE 32

If stenographic report of investigation is taken, the Committee or Representative will be furnished a copy.

#### RULE 33

If the result still be unsatisfactory a duly authorized general committee or the General Chairman shall have the right of appeal, preferably in writing, to the Superintendent Motive Power or Superintendent Car Department, or their Representative designated to handle such matters and conference should be granted within ten (10) days of application.

#### RULE 34

Should the Superintendent Motive Power or Superintendent Car Department or their duly authorized representative and the duly authorized General Committee or General Chairman representing the employe, fail to agree, the case shall then be jointly submitted, in writing, to the General Superintendent of Motive Power and the General Manager, whose decision will

be final for the Railway. Any further handling of the case will be in accordance with the Transportation Act.

#### RULE 35

An employe who has been in the service of the Railway thirty (30) days shall not be dismissed without first having been given a fair and impartial hearing.

#### RULE 36

If, upon investigation, it is found that an employe has been unjustly disciplined, such employe shall be reinstated and paid for actual loss in wages during the time he is out of service. The Railway will not discriminate against any Committeeman, who, from time to time, represents other employes, and will grant them leave of absence and free transportation when delegated to represent other employes.

### APPRENTICES

#### RULE 37

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

#### RULE 38

Applicants for regular apprenticeship shall be between sixteen (16) and twenty-one (21) years of age, and, if accepted, shall serve eight (8) periods of 130 days of service each. If retained in the service at the expiration of their apprenticeship, they shall be paid not less than the minimum rate established for journeymen mechanics.

**RULE 39**

If, within six months, an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.

**RULE 40**

In selecting helper apprentices, ability and seniority will govern, and all selections will be made in conjunction with the shop committee.

**RULE 41**

The ratio of apprentices shall not be more than one (1) to every five (5) mechanics.

**RULE 42**

In computing the number of apprentices that may be employed, the total number of mechanics employed on the Railway, will be considered.

**RULE 43**

Apprentices will be distributed at points having adequate facilities for learning the trade and the number of apprentices that may exceed the ratio of one to five mechanics at any one point will be subject to mutual agreement between the General Chairman and the Management.

**RULE 44**

No apprentice will be required to complete his apprenticeship at points where there are not adequate facilities for learning the trade.

**RULE 45**

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

the Railway, who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade.

**Form of Indenture**

This will certify that.....was employed as an.....apprentice by the.....  
Railway, at.....on..... 19...  
to serve eight (8) periods of 130 days of service each.

.....  
(Title of Officer in Charge)

**Service Performed During Apprenticeship**

.....  
.....  
.....  
.....  
.....

This will certify that on.....19...  
.....completed the course of apprenticeship specified above and is entitled, if employed by the.....Railway, to the rates of pay and conditions of service of.....

.....  
(Title of Officer in Charge)

The above form to be used both for regular and helper apprentices.

## MISCELLANEOUS

### RULE 46

Mechanics in service will be considered for promotion to positions as Foremen and other Supervising positions.

### RULE 47

Operators of oxy-acetylene, thermit or electric welding and cutting apparatus, will be used, so far as practicable, to perform work which was generally recognized as work belonging to their particular craft, prior to the introduction of such processes, except the use of cutting torch when engaged in wrecking service, scrapping locomotives, cars, or other machinery, or in connection with reclamation department.

### RULE 48

Employes who have given long and faithful service in the employ of the Railway and who have become unable to handle heavy work to advantage, will be given preference to such light work as they are able to handle.

### RULE 49

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

### RULE 50

Should the regular pay day fall on a Sunday or holiday, or days when the Shops are closed down, men will be paid on the preceding day, when possible to do so.

### RULE 51

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

### RULE 52

Employes leaving the service of the Railway, will be furnished with a time voucher covering all time due within twenty-four (24) hours where D. C. checks are issued and within forty-eight (48) hours at other points, or earlier, when possible.

### RULE 53

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

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

At outlying points (to be mutually agreed upon) 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 capable, perform the work of any craft that may be necessary.

### RULE 54

Applicants for employment will be required to make statement only as to their qualifications and address of relatives except when their duties require them to distinguish signals or do flagging, when they shall be required to pass the usual eyesight and hearing test.

### RULE 55

Good drinking water and ice will be furnished. Sanitary drinking fountains will be

provided where necessary. Pits and floors, lockers, toilets, and washrooms will be kept in good repair and in a clean, dry and sanitary condition.

#### RULE 56

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

#### RULE 57

A place will be provided inside all Shops and Roundhouses where proper notices of interest to employes may be posted.

#### RULE 58

Employes covered by this agreement and those dependent upon them for support, will be given the same consideration in granting free transportation as is granted other employes in service.

#### RULE 59

General Committees representing employes covered by this Agreement to be granted same consideration as is granted General Committees representing employes in other branches of the service.

#### RULE 60

Employes will not be required to work on engine or cars outside of shops during inclement weather, if shoproom and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

#### RULE 61

Engines, Boilers, Tanks and Tank Cars, should be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

#### RULE 62

Employes will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

#### RULE 63

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

#### RULE 64

Craftsmen and apprentices will be furnished sufficient competent help when needed to handle the work, if available. When experienced helpers are available, they will be employed in preference to inexperienced men.

#### RULE 65

No employe will be required to work under a locomotive or car without being protected by proper signal. Where the nature of the work to be done requires it, locomotives or passenger cars will be placed over a pit, if available.

#### RULE 66

Employes injured while at work, will be given medical attention at the earliest possible moment and employes shall be permitted to return to work without signing a release, pending final settlement of the case.

#### RULE 67

All engines will be placed under smoke jacks in roundhouse, where practicable, when being fired up.

#### RULE 68

Equipment for blowing off steam will be used so that steam will not be blown off inside shops or roundhouses. It will be the policy of the Railway to equip engine terminals not now equipped with blowing off lines as early as possible.

#### RULE 69

At the close of each week one minute for each hour actually worked during the week will be allowed employes for checking in and out and making out service cards on their own time.

### ELECTRICAL WORKERS—SPECIAL RULES

#### RULE 70 — Qualifications

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.

#### RULE 71 — Classification

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 72), steam and electric locomotives, passenger train and motor cars, electric tractors and trucks; include cable splicers, high-tension power house and substation operators, high-tension linemen, and all other work properly recognized as electrician's work.

#### RULE 72 — Classification of Linemen

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 71.

Signal maintainers who, for fifty percent or more of their time, perform work as defined in Rules 71 and 72.

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.

Rule 72 (Classification of Linemen) shall be amplified to the extent indicated in the following special rules for linemen:

Linemen's work shall include the work designated in the following paragraphs numbered 1, 2, 3 and 4, and all other work generally recognized as linemen's work.

#### Special Linemen—Telegraph and Telephone

1. A lineman assigned as an equipment installer, cable splicer, shop equipment man, to maintain, assemble, dismantle, inspect, adjust, test and repair telephone, telegraph and teletype apparatus, appurtenances and associated wiring with or without specifications or drawings.

#### District Linemen—Telegraph and Telephone

2. A lineman assigned to maintain a district, to install, assemble, dismantle, remove, inspect, test, adjust, repair and maintain telephone, telegraph and teletype apparatus, appurtenances and associated wiring, including electric clocks and loud speakers, building, maintaining, inspecting and repairing pole lines and supports, line wires and cables; locating and clearing trouble inside and outside in connection with telephone, telegraph or teletype apparatus, appurtenances, or associated wiring with or without specifications or drawings, and to

assist equipment installers and cable splicers when performing service on the District Lineman's territory.

#### Crew Linemen—Telegraph and Telephone

3. A lineman assigned to a floating crew, to build, maintain, repair and dismantle pole lines, wires, cables and conduits, to install equipment, and to perform work generally recognized as lineman's work, or to assist District Linemen, equipment installers or cable splicers.

#### Electrification Linemen

4. A lineman assigned to build, maintain, inspect, repair and dismantle pole lines, conductor supports, bare or insulated conductors, trolley wires, catenary systems and other structures, and outside wires or cables used for the transmission or distribution of electric power, and other work generally recognized as power or trolley linemen's work.

#### Classification of Groundmen

Groundmen's work shall consist of work generally recognized as such, and to assist cable splicers, equipment installers, district linemen and other linemen, but they will not be required to climb poles; or to work with linemen on top of trouble shooter cars or platforms when linemen are working on high voltage energized lines.

#### Seniority

(a) Telegraph and telephone employes will be recognized as being in two (2) seniority districts, with seniority dates of Linemen or Groundmen, such districts will be confined to Lines East and Lines West.

(b) Telephone and Telegraph Groundmen's seniority dates will be established only when employed in the floating crews.

(c) Electrification Line crew employes will be recognized as being in two (2) seniority districts, with seniority dates of Linemen or Groundmen, such districts will be recognized as Coast Division and Rocky Mountain Division.

(d) Men employed temporarily for work of an emergency nature, caused by floods, sleet storms and the like, will not establish seniority.

#### Transportation—District Linemen

District linemen transferred from one location to another by direction of the Management, or linemen exercising seniority rights, to obtain permanent positions of district linemen which necessitates a change in residence, will receive free transportation for their household goods over the Railroad Company's lines when not in conflict with State or Federal laws; however, such free transportation need not be granted more than once in any twelve (12) month period.

#### Headquarters

(a) Headquarters will be designated by the Company for District Telegraph and Telephone Linemen effective as of the date positions are established, such headquarters will not be changed without giving employes affected as much advance notice as possible but not less than ten (10) days. If headquarters of these employes are changed as herein provided, the employes affected shall be allowed the option of retaining the position and take the conditions of changed headquarters, or in lieu thereof, may exercise seniority as follows:

A District Telegraph and Telephone Lineman whose position is disturbed either by the abolition of his position, or change in Headquarters may displace the junior regular assigned District Lineman, or he may have the privilege of exercising seniority of displacing the junior lineman employed in Telegraph and Telephone Floating Crews.

(b) Linemen accepting positions of foremen or inspectors shall retain and continue to accumulate seniority rights as linemen. In returning to the service as linemen, they may exercise their seniority in displacing the junior assigned lineman in the class from which they were promoted, either District Lineman or Crew Lineman, if seniority rights are asserted within thirty (30) days.

(c) When hourly rated employes who have been released from duty are required to leave Headquarters during overtime hours they will be allowed one (1) hour preparatory time at straight time rate.

#### Trolley Maintenance Crews

When practicable to do so, Trolley Maintenance crews, paid in accordance with Rule 29, will be laid up at car home terminal, division terminal or cities on assigned rest days and holidays. Linemen of such crews will not be required to load equipment and supplies at supply point outside of regular work period, when it can be avoided.

#### Apprentice Linemen—Telegraph and Telephone

(a) Apprentice linemen will be selected from the rank of groundmen when available; ability and seniority will govern, and selections will be made in conjunction with the craft's local



authorized representative or General Chairman. If within six (6) months an apprentice lineman shows no aptitude to learn the trade, he will not be retained as an apprentice lineman.

(b) Advancements will be made from the 4th, 3rd and 2nd class rates in accordance with service requirements, seniority and ability. Any such advancements which are not in line with seniority, will be made in conjunction with the craft's local authorized representative or General Chairman.

(c) Apprentice linemen advanced to journeymen linemen will establish seniority as such on the day their pay starts in such class. They will also retain their groundmen's seniority until they have worked as a journeyman lineman for six (6) consecutive months or a total of any twelve (12) months not consecutive, after which they will lose their groundmen's seniority.

(d) Apprentice linemen, when qualified, will have preference to employment as journeymen linemen over new men.

(e) When it becomes necessary to reduce forces in the journeymen's ranks, the apprentice linemen will not be retained on lineman's work while regular journeymen are laid off. In force reductions, apprentice linemen may be temporarily set back to the groundmen's rate, providing they perform only groundmen's work.

(f) Special attention shall be given apprentice linemen in order that they may become efficient as journeymen linemen.

(g) In computing the number of apprentice linemen that may be employed in each seniority district, the total number of linemen employed in the seniority district will be considered.

## ELECTRICAL WORKER HELPERS

### RULE 73.

Employes 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.

### HELPER APPRENTICES

#### RULE 74.

Fifty percent of the apprentices may consist of electricians' helpers who have had two years' continuous service. When assigned as helper apprentices they must not be over twenty-five (25) years of age and shall serve eight (8) periods of 130 days of service each. When regular apprentices are not available, the ratio of helper apprentices may be increased. Helper apprentices shall be governed by the same laws and rules as regular apprentices except that his rate of pay as a helper shall not be reduced.

#### RULE 75.

Helper apprentices will receive the minimum helpers' rate for the first six months, with an increase of two (2) cents per hour for every six months thereafter until their apprenticeship is completed. If within six months they show no ability to acquire the trade, they will be set back to helping and retain their former seniority as a helper. After completing their apprenticeship, they shall receive the minimum rate paid for the work to which they are assigned, if retained in the service.

### RULE 76.

Special attention shall be given apprentices in order that they may become proficient in all branches of the trade consistent with the facilities available at point employed. Apprentices will be advanced in accordance with their ability to perform the work.

Regular apprentices will receive two and one-half (2½) cents increase each six months except that for the first six months of the fourth year he will receive five (5) cents increase and the last six months, seven and one-half (7½) cents increase.

Electricians will supervise apprentices assigned to work with them both working under the direction of the Foreman.

### MISCELLANEOUS

#### RULE 77.

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

#### RULE 78.

When practicable to do so, road crews will be laid up at terminals, or cities on assigned rest days or holidays.

#### RULE 79.

Men employed in crews shall be responsible for their own board.

#### RULE 80.

Electricians, when generally assigned to inspection of locomotives for the purpose of meeting the requirements of the Federal Inspection

Law and or operators of autogenous welding apparatus will receive six (6) cents above the minimum rate paid electricians at point employed. If not generally employed at such work, they will receive the differential for the time so engaged.

### RULE 81 — Minimum Hourly Rates of Pay (Existing higher rates and differentials to be maintained.)

	Per Hour
Electrical Workers as covered by Rule 71.....	\$ 1.738
Generator attendants, motor attendants, substation attendants, and power switch-board operators as covered by Rule 72.....	1.690
Electric Crane operators operating cranes of less than 40 tons.....	1.690
Tractor and portable tractor crane and lift truck operators (in Mechanical Department represented by Organization signatory to this agreement).....	1.594
Helpers .....	1.462
Helper Apprentices	
1st period .....	1.462
2nd period .....	1.486
3rd period .....	1.510
4th period .....	1.534
5th period .....	1.553
6th period .....	1.582
7th period .....	1.606
8th period .....	1.630
Regular Apprentices	
1st period .....	1.162
2nd period .....	1.198
3rd period .....	1.234
4th period .....	1.270
5th period .....	1.306
6th period .....	1.348
7th period .....	1.420
8th period .....	1.522
Telephone and Telegraph District Linemen (System) .....	376.30 mo.

Telephone and Telegraph Special Linemen.....	1.714
Telephone and Telegraph Crew Linemen:	
First Class (Lines East).....	1.690
First Class (Lines West).....	1.714
Second Class (Apprentice) (System).....	1.606
Third Class (Apprentice) (System).....	1.546
Fourth Class (Apprentice) (System).....	1.498
Groundmen (System) (Less than 6 months' seniority).....	1.390
Groundmen (System) (Over 6 months' seniority).....	1.426
Trolley Linemen .....	396.15 mo.
Trolley Linemen .....	1.822
Trolley Linemen Helpers .....	1.462
Groundmen .....	1.390

### RULE 82 — Revision of Agreement

These general and special rules, effective September 1st, 1949, are to remain in force until revised in accordance with the procedure required by the Railway Labor Act.

#### For the Employees:

PETER J. MOCH  
President, System Federation No. 76

JOHN KOLANDA  
Secretary, System Federation No. 76

H. CLAYPATCH  
General Chairman, International Brotherhood  
of Electrical Workers

#### For the Carrier:

C. P. DOWNING  
Assistant to Vice President

F. W. BUNCE  
Superintendent Motive Power

J. A. DEPPE  
Superintendent Car Department

Chicago, Illinois  
August 30, 1950.

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#### MEMORANDUM OF AGREEMENT

Effective September 1st, 1949, the number of vacation days for which an employe, within the scope of the Electrical Workers' Agreement, is eligible under the Vacation Agreement of December 17th, 1941 and Supplemental Agreement of February 23rd, 1945 shall be reduced by one-sixth; likewise, the qualifying period shall be reduced by one-sixth; for example, 160 qualifying day requirements in the year 1949 for a vacation in 1950 shall be reduced to 151 days; thereafter such qualifying periods shall be 133 days. Qualifying years accumulated prior to the year 1949 for extended vacations shall not be changed.

This reduction in the number of vacation days and in qualifying period shall not be applicable to monthly rated employes assigned to perform road work, as covered by Schedule Rule 29.

H. CLAYPATCH  
General Chairman  
International Brotherhood  
of Electrical Workers

F. H. ALLARD  
Assistant to Vice President  
C. M. St. P. & P. RR. Co.

Chicago, Illinois  
May 16th, 1950.

## VACATION AGREEMENT OF DECEMBER 17, 1941

BETWEEN CERTAIN EASTERN, WEST-  
ERN AND SOUTHEASTERN CARRIERS  
AND THEIR EMPLOYES REPRESENTED  
BY THE FOURTEEN CO-OPERATING  
RAILROAD LABOR ORGANIZATIONS;  
VACATION AGREEMENT PREAMBLE

This agreement is entered into between each of the carriers listed and defined in Appendices "A," "B," and "C," attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employes of said carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employes requests for vacations have been made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate agreement by and between and in behalf of each of said carriers and its said employes for whom such requests have been made.

This agreement is executed as a result of the recommendations of the Emergency Board appointed by the President of the United States, September 10, 1941, and its report dated November 5, 1941, respecting the vacation with pay dispute, mediation proceedings between the parties with the participation and assistance of the Emergency Board and its supplementary report of December 5, 1941.

## ARTICLES OF AGREEMENT

1. Effective with calendar year 1942, an annual vacation of six (6) consecutive work days with pay will be granted to each employe covered by this agreement who renders compensated service on not less than one hundred sixty (160) days during the preceding calendar year.

2. Subject to the provisions of Section 1 as to qualifications for each year, effective with the calendar year 1942 annual vacations with pay of nine and twelve consecutive work days will be granted to the following employes, after two and three years of continuous service respectively:

(a) The following described employes if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employes:

(1) Clerks (clerical workers and machine operators) which classification for the purpose of this agreement shall be construed to also include the occupations hereafter named — Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie,

loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, countermen, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employes which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; Gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen; train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employes engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, requisitions, tickets or waybills against reports; employes engaged exclusively in gathering and distributing or delivering mail.

(b) Employes represented by the Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

3. The terms of this agreement shall not be construed to deprive any employe 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 employes 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 employes 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 employe who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation

date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employe 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 employe.

If a carrier finds that it cannot release an employe for a vacation during the calendar year because of the requirements of the service, then such employe shall be paid in lieu of the vacation the allowance hereinafter provided.

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 employes remaining on the job, or burden the employe after his return from vacation, the carrier shall not be required to provide such relief worker.

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

(a) An employe having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

(b) An employe 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 employe 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 employe 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 employe worked on as many as sixteen (16) different days.

(e) An employe 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. No vacation with pay or payment in lieu thereof will be due an employe whose employment relation with a Carrier has terminated prior to the taking of his vacation, except that employes retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

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

10. (a) An employe designated to fill an assignment of another employe 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 employe, such employe shall receive the rate

of the relief position. If an employe receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employe in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employe will be paid.

(b) Where work of vacationing employes is distributed among two or more employes, such employes 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 employe can be distributed among fellow employes without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employe, 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 employe were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employe 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 employes 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 employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employe 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 employes, 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 Carrier's Conference Committees signatory hereto, or their successors; and the employe 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 employe 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. Subject to confirmation as may be required by the labor organizations, signatory hereto, and when so confirmed, this agreement shall be effective January 1, 1942, and shall be incorporated in existing agreements as a supplement thereto, and be in full force and effect for a period of two (2) years from that date and continue in effect thereafter subject to not less than six (6) months' notice (which notice may be served in 1943 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.

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

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

17. The counter request of the Western Carriers made in May, 1940, for a ten per cent reduction in the existing rates of pay of certain employes, as such carriers and employes are designated in Appendix "B" attached hereto, is hereby withdrawn.

SIGNED AT CHICAGO, ILLINOIS, This 17th Day of December, 1941.

For the participating carriers listed in Appendix (A):

JNO. G. WALBER, *Chairman*  
H. D. BARBER  
J. W. SMITH  
E. B. PERRY  
C. W. VAN HORN

For the participating carriers listed in Appendix (B):

J. H. AYDELOTT, *Chairman*  
C. R. YOUNG  
M. J. BYRNES

For the participating carriers listed in Appendix (C):

C. D. MACKAY, *Chairman*  
L. L. MORTON  
J. B. PARRISH  
C. G. SIBLEY

For the employes represented by the participating labor organizations:  
The Order of Railroad Telegraphers

V. O. GARDNER, *President*

International Association of Machinists

H. J. CARR, *General Vice-President*

International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.

CHAS. J. MACGOWAN,  
*International Vice-President*

International Brotherhood of Blacksmiths,  
Drop Forgers and Helpers

JOHN PELKOEFER,  
*General Vice-President*

Sneet Metal Workers' International  
Association

L. M. WICKLEIN,  
*General Vice-President*

International Brotherhood of Electrical  
Workers

J. J. DUFFEY, *Vice-President*

Brotherhood Railway Carmen of America  
FELIX H. KNIGHT, *General President*

International Brotherhood of Firemen,  
Oilers, Roundhouse and Railway Shop  
Laborers

GEORGE WRIGHT, *Vice-President*

Brotherhood of Railway & Steamship  
Clerks, Freight Handlers, Express and  
Station Employes

Geo. M. HARRISON, *Grand President*

Brotherhood of Maintenance of Way  
Employes

E. E. MILLIMAN, *President*

Brotherhood of Railroad Signalmen  
of America

A. E. LYON, *Grand President*

National Organization Masters, Mates  
Pilots of America

JAMES J. DELANEY,  
*National President*

National Marine Engineers' Beneficial  
Association

S. J. HOGAN, *National President*

International Longshoremen's Association

J. P. RYAN, *International President*  
B. M. JEWELL, *Chairman*

Fourteen Participating Labor  
Organizations

**SUPPLEMENTAL AGREEMENT  
FEBRUARY 23, 1945  
TO VACATION AGREEMENT  
OF DECEMBER 17, 1941**

**MEDIATION AGREEMENT PREAMBLE**

This agreement, supplemental to the Vacation Agreement of December 17, 1941, is entered into between each of the carriers listed and defined in Appendices A, B and C, attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employes of said carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employes requests for changes in the aforesaid vacation agreement were made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate supplemental agreement by and between and in behalf of each of said carriers and its said employes for whom such requests for changes in said vacation agreement have been made.

This Supplemental Agreement is executed pursuant to understandings of the parties in mediation proceedings involving a dispute pertaining to changes in the Vacation Agreement of December 17, 1941, arising out of notices served by the railroad labor organizations parties hereto on or about June 26, 1944.

**SUPPLEMENTAL AGREEMENT**

Section 1. Articles 1 and 2 of the Vacation Agreement of December 17, 1941, are hereby continued in full force and effect only as to those employes, irrespective of length of service, covered by Article 2 (a) (1) and (2) and (b) of that agreement, and Sections 2, 3 and 4 of this Supplemental Agreement shall not apply to such employes.

Section 2. Except as provided for those employes covered by Article 2 (a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof:

(A) Effective with the calendar year 1945 an annual vacation of six (6) consecutive work days with pay will be granted to each employe covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year.

(B) Effective with the calendar year 1945 an annual vacation of twelve (12) consecutive work days with pay will be granted to each employe covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 160 days in each of five (5) of such years not necessarily consecutive.

Section 3. Except as provided for those employes covered by Article 2 (a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, Article 1 of the Vacation

(d) Apprentice linemen, when qualified, will have preference to employment as journeymen linemen over new men.

(e) When it becomes necessary to reduce forces in the journeymen's ranks, the apprentice lineman will not be retained on linemen's work while regular journeymen are laid off. In force reductions, apprentice linemen may be temporarily set back to the helper's rate, providing they perform only helper's work.

(f) Special attention shall be given apprentices in order that they may become efficient as journeymen linemen. Apprentice linemen will not be allowed to work on high voltage energized lines in their first (1) year of apprenticeship.

(g) In computing the number of apprentice linemen that may be employed in the seniority district, the total number of linemen employed in the seniority district will be considered.

(h) Apprentice linemen will serve an apprenticeship of three (3) years, and their basic rates will be as follows, effective November 1st, 1951:

4th class -- \$1.637 per hour  
3rd class -- \$1.687 per hour  
2nd class -- \$1.757 per hour

(i) This agreement shall become effective November 1st, 1951 and shall continue in effect subject to cancellation upon thirty (30) days' notice of one party to the other.

(Sgd) H. Claypatch  
General Chairman - International  
Brotherhood Electrical Workers

(Sgd) C. P. Downing  
Assistant to Vice President  
C. M. St. P & P RR. Co.

(Sgd) A. G. Britzius  
Assistant to General Manager  
C. M. St. P. & P. RR. Co.

Chicago, Illinois  
October 15th, 1951