

DULUTH, MISSABE AND IRON RANGE
RAILWAY COMPANY

AGREEMENT

Between the

Duluth, Missabe and Iron Range
Railway Company

and

System Federation No. 7

Railway Employees Department

A.F.L. - C.I.O.

*1 BDBB
1 BEN*

Composed of:

International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and Helpers
Brotherhood Railway Carmen of America
International Brotherhood of Electrical Workers
International Brotherhood of Firemen, Oilers,
Helpers, Roundhouse and Railway Shop Laborers

EFFECTIVE October 1, 1979

P R E A M B L E

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

S C O P E

It is understood that this agreement shall apply to those employees who perform the work specified in this agreement in the Maintenance of Equipment Department; Marine; Communications Department; Electrical and Signal Departments of the Carrier.

INDEX

RULE NO.

I. GENERAL RULES

Absence from Work	18
Application for Employment	32
Assignments for Monthly Rated Employees	12
Assignment of Employees to Light Work	20
Assignment of Work	29
Attending Court or Investigation	21
Basis and Rates of Pay	43
Bulletining Positions	15
Claims and Grievances	27
Committees	31
Condition of Shops and Yards	36
Displacing Junior Employees	26
Filling Foremen's Positions Temporarily	14
Free Transportation	38
Furloughed Employees	25
Holidays - Synthesis	8
Hours of Service	1
Investigations	28
Jurisdiction	41
Leave of Absence	17
Notices	37
Overtime and Calls	5
Overtime, Distribution of	6
Pay for Checking In and Out	39
Pay for Work on Rest Days and Holidays	7

INDEX

RULE N^o.

I. General Rules (Continued)

Pay When Changing Shifts	11
Pay When Used on Higher or Lower Rated Work	13
Paying Off	22
Personal Injury	34
Physical and Visual Examinations	33
Printing Rules	42
Promotion to Foreman, Etc.	16
Protection to Employees	35
Reduction & Restoration of Forces	23
Returning to Service After Leave of Absence, Illness or Vacation	19
Road and Wrecking Service	10
Scrapping Equipment	40
Seniority	24
Starting Time, Shifts and Meal Periods	4
Travel & Away From Home Allowance	3
Welding Work, Assignment of Working Meal Period	30 9
Work Week	2

II. SPECIAL RULES - BOILERMAKERS

Apprentices	46
Classification of Work	45
Differentials	49
Helpers	47
Protection For Employees	48
Qualifications	44

INDEX

RULE NO.

III. SPECIAL RULES - BLACKSMITHS

Apprentices	52
Classification of Work	51
Differentials	55
Helpers	53
Helpers Building Fires	54
Qualifications	50

IV. SPECIAL RULES - CARMEN

Apprentices	58
Carmen and Helpers to be Sent Out on the Road	71
Classification of Work	57
Coach Cleaners	70
Differentials	72
Helpers	64
Helper Apprentices - Schedule of Work	60
Inspectors	66
Materials to be Furnished	69
One-Man Points	68
Painter Apprentices - Schedule of Work	61
Painter Helper Apprentices - Schedule of Work	62
Protection for Repairmen	67

INDEX

	<u>RULE NO.</u>
IV. Special Rules-Carmen (Cont'd)	
Qualifications	56
Regular Apprentices - Schedule of Work	59
Upgrading Agreement	63
Wrecking Crews	65
V. SPECIAL RULES - ELECTRICAL WORKERS	
Apprentices	77
Allowances - Overhead Shop Cranes	85
Assignments in the Communications Department	84
Classification of Groundmens' Work	76
Classification of Linemens' Work	75
Classification of Work	74
Differentials	82
Field Maintenance - Signal	87
General Lamp Replacement	86
Handling Storage Batteries	88
Helpers	79
Lineman-in-Charge	81
Mechanics-in-Charge	80
Qualifications	73
Signal Maintainers	83
Tools	89
Upgrading Agreement	78

INDEX

	<u>RULE NO.</u>
VI. SPECIAL RULES - FIREMEN AND OILERS	
Classification of Work	90
Hostler Helpers	92
Stationary Engineers	91
<i>NO. 17-1-85</i>	
VII. <u>SUPPLEMENTS</u>	<u>SUPPLEMENT NO.</u>
Bereavement Leave	15
Daylight Saving Time	7
Employee Information	16
Entry Rates - Blacksmiths/Boilermakers Carmen/Electricians	14
Entry Rates - Firemen and Oilers	18
Job Protection - Mediation Agreement Case No. A-7030	3
Jury Duty	4
Leave of Absence for Education and and Training - G.I. Bill	13
Medicare	6
Mileage & Meal & Lodging Allowances	17
Military Leave - Apprentices	12
Moratorium	9
Payments to Employees Injured Under Certain Circumstances	5
Pipefitters and Carmen Work	11
Pension and Insurance Agreements	10
Personal Leave	19
Supplemental Sickness Benefits	8
Union Shop - Dues Deduction	2
Upgrading Agreement - Boilermakers and Blacksmiths	20
Vacations	1

I. GENERAL RULES

RULE 1

Hours Of Service

Eight hours of service shall, under provisions hereinafter set out, be the regular work day. A forty hour work week (except in a week where a holiday occurs) shall, under provisions hereinafter set out, be the regular work week.

RULE 2

Work Week

NOTE: The expressions "positions" and "work" as used in this rule 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.

(a) GENERAL: The work week of all employees subject to the exceptions contained in this agreement, shall be 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable, the days off shall be Saturday and Sunday. This rule is subject to the following provisions:

(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 employees 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.

Assignments for regular relief positions may on different days include different starting time, duties and work locations for employees of

RULE 2 (Continued)

Work Week

the same class in the same seniority district, provided they take the starting time, duties, and work locations of the employee or employees whom they are relieving.

(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 employees work Tuesday through Saturday instead of Monday through Friday, such assignments may be agreed upon by the Carrier and General Chairman of the organization involved. If the parties fail to agree thereon and the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(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

RULE 2 (Continued)

Work Week

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 non-consecutive rest days.
6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
7. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
8. If the parties are in disagreement over the necessity of splitting rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of the employees to process disputes as a grievance or claim under the agreement rules and in such proceedings, the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(h) REST DAYS OF FURLOUGHED EMPLOYEES: To the extent furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee, they will have as their days off the regular days off of that assignment.

RULE 2 (Continued)

Work 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) **ACCUMULATION OF REST DAYS:** At points other than Proctor and Two Harbors where a six or seven day operation is required and where one or two men of the craft are employed, an employee may be required to work on one or both of his assigned rest days within the hours of his regular work day assignment for not to exceed six rest days for a six day operation or ten rest days for a seven day operation. When so required to work, he will be compensated at the straight time rate of the position occupied for work performed on rest days of such position within the hours of the regular work day assignment. When, not to exceed, six rest days or ten rest days, as the case may be, have been accumulated by the performance of work on assigned rest days at straight time rate, such employee will be relieved for the number of rest days so accumulated or paid the difference between straight time rate and time and one-half rate for the number of rest days for which he performed work at straight time rate.

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

It is understood that the Local Committee and the Carrier will cooperate in making such assignments.

(k) Nothing in this agreement shall be construed to create a guarantee of any number of hours or

RULE 2 (Continued)

Work Week

days of work where none existed prior to September 1, 1949. The inclusion of this paragraph shall be without prejudice to the determination of the question of whether or not a guarantee exists.

1. The Company may establish an electrical crew which will be assigned to work ten hours per day, four days per week at the applicable straight time rates of pay. The work week shall be Monday, Tuesday, Wednesday and Thursday. Time worked by this crew in excess of ten hours per day during the work week shall be paid at the overtime rate of pay. Vacations will continue to be paid on the basis of eight hours a day as provided for in the Vacation agreement. Holiday pay will be compensated as follows. If an eligible employee does not work the holiday, he shall be paid ten hours holiday pay. If the eligible employee performs service on the holiday, he will be paid the hours worked at the overtime rate and, in addition thereto, eight straight time hours for holiday pay.

RULE 3

Travel and Away From Home Allowance

A. Allowances for Regular Rest Day Relief Service and Vacation Relief Service

1. Employees regularly assigned to rest day relief service or vacation relief service who are required to travel as a part of their assignment shall receive the allowances hereinafter provided.

(a) The Carrier shall designate a headquarters point for each regular relief assignment, which shall be changed only after ten days' written notice to the employee affected.

(b) The Carrier shall designate a headquarters point for each regular vacation relief assignment, when such assignment is bulletined and except where a major portion of the relief work is to be performed at points other than Proctor and Two Harbors, the headquarters point so designated shall be Proctor for the Missabe Division and Two Harbors for the Iron Range Division. In those cases where a major portion of the relief work to be performed is at a point other than Proctor or Two Harbors, the point at which the preponderance of the relief work is to be performed shall be designated as the headquarters point, unless otherwise agreed to between local management and the local committee of the craft involved.

(c) 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

RULE 3 (Continued)

Travel and Away From Home Allowances

one hour and thirty minutes, or, if on completion of his shift necessary time spent waiting for transportation plus 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 travelled.

(d) 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.)

(e) When such employees are unable to return to their headquarters on any day, they shall be entitled, in addition to the allowances under paragraphs (c) and (d) of this rule, to reimbursement for actual necessary cost of meals and lodging while away from headquarters, with a maximum of \$6.00 per day.

(f) An employee who is required to perform rest day relief service or vacation relief service under the provisions of Section B of this rule will be allowed

RULE 3 (Continued)

Travel and Away From Home Allowances

expenses under Section B and travel time under paragraph (c) above.

(g) The Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of this rule, a minimum amount of travel and time away from home for the employees involved, and at the request of the General Chairman, the Carrier's representatives will meet with the General Chairman, or his designated representatives, to discuss questions that may be raised as to such assignments.

(h) It is understood that this rule applies only to regular rest day relief assignments and regular vacation relief assignments and does not change or modify the application of other travel time rules in this agreement.

NOTE: The purpose of this rule is to reimburse employees who are required to work at a point other than their headquarters point for necessary transportation cost in excess of that which would be incurred if they had continued to work at their headquarters point. It is understood that the travel time pay and meals and lodging expense provided for in this agreement are intended as compensation for travel actually performed and away-from-home expense actually incurred and do not apply where no such traveling is actually performed or no such expense is actually incurred.

RULE 3 (Continued)

Travel and Away From Home Allowances

B. Allowances For Temporary Work Away From Home Point or Shop

1. Except as otherwise provided in this rule, an employee regularly assigned at a point or shop who is required by the Carrier to temporarily fill a position at another point or shop, or is by direction of the Carrier temporarily transferred to another point or shop, will be paid continuous time from the time ordered to leave his home point or shop to the time of arriving at the point or shop to which sent. Straight time rates will be paid for home station straight time hours and overtime rates will be paid for home station overtime hours for all time waiting or traveling. If upon arrival at the point or shop to which sent, the employee is relieved from duty and permitted to go to bed for five hours or more before starting work, such relief time will not be paid for.
2. While working at such other point or shop, employees will be paid straight time and overtime in accordance with the bulletin hours at such point or shop.
3. Where meals and/or lodging are not provided by the Carrier, actual necessary expenses will be allowed when such service makes it necessary for employees to purchase meals and/or lodging.

RULE 3 (Continued)

Travel and Away From Home Allowances

4. On the return trip to the home point or shop, straight time rates will be paid for home station straight time hours and overtime rates will be paid for home station overtime hours for all time waiting or traveling.
5. The travel time pay and meals and lodging expense provisions of paragraphs (1), (3) and (4) of this rule shall not apply to employees temporarily transferred between Proctor, Steelton, and Missabe Junction (Missabe Junction includes Duluth Ore Docks for purposes of this rule) or Proctor and Saginaw. In lieu thereof, employees sent from one to another of these points will be paid an arbitrary allowance of one and one-half hours each way daily as travel time, except where such transfer is caused by granting a vacation with pay. Where the transfer is caused by granting a vacation with pay, the arbitrary allowance will be reduced by one-half and forty-five minutes pay at the straight time rate will be allowed each way daily as travel time.
6. Employees temporarily transferred under this rule will be guaranteed not less than eight hours' pay for each calendar day when irregular service prevents the employee from working his regular daily hours at his home point or shop.

NOTE 1: It is understood that the travel time pay and meals and lodging expense provided for in this agreement are intended as compensation for travel actually performed and

RULE 3 (Continued)

Travel and Away From Home Allowances

away-from-home expense actually incurred and do not apply where no such traveling is actually performed or no such expense is actually incurred.

NOTE 2: The provisions of this rule do not apply where employees assigned to temporarily perform work at another point or shop, start and end their day's work at their home station. Under such circumstances, employees will be paid in accordance with Rule 10.

NOTE 3: In lieu of the meals and lodging expense provided for in paragraph 3 of this rule, an employee who elects to return to his home for his rest days while temporarily transferred under this rule will be reimbursed for the transportation cost of the trip home and return. ("Transportation cost" means the established passenger fare, or automobile mileage allowance where automobile is used, between the point to which temporarily transferred and his home or home station, whichever is the least.)

(Notes 4 and 5 apply only to the International Brotherhood of Electrical Workers)

NOTE 4: When employees are temporarily transferred from their headquarters point to Two Harbors, such employees will be allowed 1½ hours at the straight time rate of pay as a roundtrip travel allowance. Such employees will start and end their tour of duty at the designated headquarters point. The above is in lieu of the mileage and expense allowances.

RULE 3 (Continued)

Travel and Away From Home Allowances

Employees temporarily transferred from a South End headquarters point to a North End point will have the option of taking the 1½ hour roundtrip travel allowance or necessary expenses provided for in the above part B of this rule. They will start and end their tour of duty at the designated headquarters point. If they opt for the travel allowance, no mileage or expense allowances will be paid.

This does not preclude the right of the Company to transfer and transport employees to points other than their headquarters point during their tour of duty without payment of allowances.

(Local Agreement of December 29, 1976
with the International Brotherhood of
Electrical Workers)

NOTE 5: The travel time pay and meals and lodging expense provisions of paragraph 1, 3, and 4 shall not apply to employees temporarily transferred between Proctor, Steelton, and Missabe Junction, (Missabe Junction includes Duluth Ore Docks for purposes of this rule) or Proctor and Saginaw. Also, paragraph 5 is cancelled. In lieu thereof, employees sent temporarily, or filling vacancies from one to another of these points, will be paid an arbitrary allowance of one-half hour each way daily as travel time.

(Local Agreement of August 1, 1974
with the International Brotherhood of
Electrical Workers)

RULE 4

Starting Time, Shifts and Meal Periods

(a) Where one shift is employed, the starting time shall not be earlier than 7:00 a.m. or later than 8:00 a.m. The time and length of the meal period shall be arranged by mutual agreement and shall not be less than thirty minutes nor more than sixty minutes.

(b) Where two shifts are employed, the starting time and meal period of the first shift will be governed by paragraph (a) of this rule, and the second shift shall start not earlier than the close of the first shift nor later than 8:00 p.m. The second shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch between the beginning of the third hour and the end of the sixth hour without deduction in pay therefor.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (a) of this rule, and the starting time of the other two shifts will be established accordingly. Each shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch between the beginning of the third hour and the end of the sixth hour without deduction in pay therefor.

(d) Three shifts may be employed at Proctor and Two Harbors engine terminals. At any engine terminal (excluding Proctor and Two Harbors) and at any train yard where three shifts are employed and where service requirements make it necessary, not more than three additional shifts may be employed. The starting time of such additional shifts will be mutually established to meet service requirements, except that no shift will be started between the hours of 12:00 midnight and 6:00 a.m.

RULE 4 (Continued)

Starting Time, Shifts and Meal Periods

(e) At all train yards and ore docks, and at engine terminals other than Proctor and Two Harbors, where one shift or two shifts are worked, working hours shall be based on service requirements except that no shift will be started between the hours of 12:00 midnight and 6:00 a.m. Where service requirements will permit, working hours will be mutually arranged to suit the convenience of the employees involved. Each shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch without deduction in pay therefor.

RULE 5

Overtime and Calls

(a) Except as otherwise provided in this rule, 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 at straight time rate for any such service performed.

(b) Except in cases where it is agreed no meal period will be taken, employees will not be required to render continuous service for more than two hours after regular working 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 minutes. Where employees work more than two hours after regular working hours, and no meal period is taken under this rule, thirty minutes' additional pay at the overtime rate will be allowed in lieu of the meal period.

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

(d) Except as otherwise provided in this rule, employees called or required to report for service outside their regular assigned hours and reporting will be paid on the basis of time and one-half until relieved, with a minimum of four hours for two hours and forty minutes or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular forces in time to avoid delay to train movements. Where employees have been relieved and they desire to work their regular work period, or part thereof, such time, if worked, will be paid for at the straight time rate.

RULE 5 (Continued)

Overtime and Calls

(e) Employees will be paid time and one-half on the minute basis for service performed continuously in advance of the regular working period, with a minimum of one hour's pay at the straight time rate for forty minutes or less. The advance period shall not be more than one hour. For service performed more than one hour in advance of the regular starting time, paragraph (d) of this rule will apply.

(f) Except as provided in Rule 10, all time worked beyond sixteen hours of service computed from the starting time of the employees' regular shift shall be paid for at the rate of double time until relieved. When employees have been relieved, and they desire to work their regular work period, such period, if worked, will be paid for at straight time rates.

(g) Compensation for service performed under this rule will begin when employee reports for work.

(h) 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 forty hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except where 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.

RULE 6

Distribution of Overtime Work

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

(b) Record will be kept of overtime worked and made available to the committee of the craft involved. Local officers and local committees will cooperate with a view of distributing overtime equally so far as it is possible, subject to the ability of employees to perform, successfully, the work on which the overtime is required. Unless otherwise agreed to between the local officers and the local committee of the craft involved, each employee will only participate in overtime worked in the particular shop, yard or roundhouse to which assigned.

RULE 7

Pay For Work On Rest Days and Holidays

(a) HOLIDAY WORK:

(1) Except as otherwise provided in this agreement, work performed by an employee on the following legal holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve (the day before Christmas is observed) and Christmas, will be paid for at the rate of time and one-half on the actual minute basis with a minimum of two hours and forty minutes at time and one-half rate. When the legal holiday falls on Sunday, the day observed by the state or nation will be considered the legal holiday.

(2) Work performed on a holiday by employees occupying positions that are regularly assigned to work the holidays that fall on a work day of the work week of such positions and work performed on a holiday by employees relieving the regular occupants of such positions will be paid for at the overtime rate with a minimum of eight hours, except that where employees are released at their own request, or vacancies are not known sufficiently in advance to permit employees to report at the beginning of the shift, they will be paid for the actual time worked, but not less than the minimum provided for under the call rule. Employees will be notified as soon as possible of such vacancies.

(b) REST DAY WORK:

(1) Except as otherwise provided in this agreement, work performed by an employee on his rest days will be paid for at the rate of time and one-half on the actual minute basis

RULE 7 (Continued)

Pay For Work On Rest Days and Holidays

(b) Rest Day Work (continued)

with a minimum of two hours and forty minutes at the time and one-half rate.

(2) Work performed by an employee on his assigned rest days filling an employee's position which is required to be worked or paid eight hours on such day will be paid for at the overtime rate with a minimum of eight hours, except that where employees are released at their own request, or vacancies are not known sufficiently in advance to permit employees to report at the beginning of the shift, they will be paid for the actual time worked, but not less than the minimum provided for under the call rule. Employees will be notified as soon as possible of such vacancies.

NOTE: The Forty Hour Week Agreement, effective September 1, 1949, eliminated existing agreement provisions that punitive rates would be paid for Sunday as such. 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 was 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

RULE 7 (Continued)

Pay For Work On Rest Days and Holidays

of work which were not needed on Sundays prior to September 1, 1949 will thereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(3) Work performed by a regular assigned employee on the second rest day of his assignment shall be paid at double the straight time rate provided he has worked all the hours of his assignment in the work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

Exception: The above does not apply where such work is performed by an employee moving from one assignment to another or to, or from a furloughed list or where days off are accumulated under paragraph (j) of Rule 2.

(12-4-69 National Agreement)

RULE 8

Holidays - Synthesis

The following represents a synthesis in one document for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954, as amended to date:

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

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight (8) hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day	Labor Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Fourth of July	Christmas Day

NOTE: Effective January 1, 1983, the day after Thanksgiving and New Year's Eve Day (substituted for Veteran's Day) shall be added to the Holidays

(ART. IV - HOLIDAYS - National Agreements)

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

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

RULE 8 (Continued)

Holidays - Synthesis

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

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the carrier is credited to eleven 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.

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

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

RULE 8 (Continued)

Holidays - Synthesis

Section 2. (a) Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

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

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

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

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of eight pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

Effective January 1, 1976, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of eight pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

RULE 8 (Continued)

Holidays - Synthesis

The hourly factor as shown in Section 2(a) above was, as a result of the addition of the birthday holiday, increased, effective January 1, 1965, to $174\frac{2}{3}$; and as a result of the addition of Veteran's Day as a holiday, effective January 1, 1973, was increased to $175\frac{1}{3}$; and as a result of the addition of Christmas Eve, effective January 1, 1976, was increased to 176.

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 work week, the first work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday, they satisfy one or the other of the following conditions:

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

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

RULE 8 (Continued)

Holidays - Synthesis

For purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the work week 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.

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

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

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

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

RULE 8 (Continued)

Holidays - Synthesis

Section 5. (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Veteran's Day and Christmas Eve in the same manner as to other holidays listed or referred to therein.

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

Section 6. Article II, Section 6, of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the

RULE 8 (Continued)

Holidays - Synthesis

Section 6 (continued)

Agreement of November 21, 1964, by adding the equivalent of eight pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

Section 7. When any of the ten recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation by the State or Nation, has been substituted or is observed in place of any such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holidays for such qualification purposes.

RULE 9

Working Meal Period

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 minutes for lunch without deduction therefor.

RULE 10

Road and Wrecking Service

(a) Except as provided in Rule 5(f), an employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for road or wrecking service away from such point will be paid for all time working, waiting, or traveling from the time ordered to report for duty at home station until his return. Straight time rates to be paid for home station straight time hours and overtime rates for home station overtime hours whether working, waiting or traveling. Employees required to perform wrecking service outside their regular assigned hours shall be allowed a minimum of four hours pay at the straight time rate for two hours and forty minutes work or less.

(Last sentence added per Agmt. of 1-11-74)

(b) If, during the time on the road, a man is relieved from duty and permitted to go to bed for five or more hours, such relief time will break the continuity of service for pay purposes and will not be paid for; provided that in no case shall he be paid for a total of less than eight hours for each calendar day when such irregular service prevents the employee from making his regular daily hours at the home station. Where meals and lodging are not provided by the Carrier, actual necessary expenses will be allowed when such service makes it necessary for employees to purchase meals and/or lodging. Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at points designated.

(c) Hourly paid employees in the Communications and Signal Departments will be paid under paragraphs (a) and (b) of this rule for their regular daily assignments, boarding or tool cars to be considered as a shop or home station for the purpose of computing such employees' earnings under this rule.

RULE 11

Pay When Changing Shifts

(a) Employees changed from one shift to another will be paid time and one-half for the first shift of each change. Employees working two or more shifts on a new shift shall be considered transferred. Payment of time and one-half under the provisions of this paragraph will not be made in any case where transfer from one shift to another is the result of exercise of seniority.

NOTE: Except as provided in paragraph (f) of Rule 5, an employee working continuously beyond his first tour of duty on a particular day, due to service requirements, shall be paid time and one-half on the minute basis for all time worked in excess of the hours worked on his first tour of duty. (This note shall apply only to change of shifts at the beginning of an ore season.)

(b) Overtime rate will not be paid under paragraph (a) of this rule for shift changes included in a regular relief assignment consisting of different starting times and different shifts, nor for shift changes that result from the granting of vacations with pay.

(c) Relief assignments consisting of different starting times and different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief men.

RULE 12

Assignments for Monthly Rated Employees

(a) Monthly rated employees covered by this agreement will be assigned to eight hours daily on the basis of 213 hours per month. The regularly assigned work week of such employees will consist of five regular work days, one standby day, and one rest day. The rest day shall be Sunday if possible.

(b) The straight time hourly rate shall be determined by dividing the monthly rate by the number of hours comprehended in the rate.

(c) Monthly rated employees may be required to work such overtime as necessary on assigned work days, standby days, or holidays, without extra payment therefor, except that such employees will not be required to perform ordinary maintenance or construction work on standby days or holidays.

(d) Service rendered by monthly rated employees on assigned rest days will be paid for at overtime rates in accordance with Rule 7 of this agreement.

(e) When employees covered by this rule are away from their home station, and meals and lodging are not furnished by the Carrier, actual necessary expenses will be allowed if such service makes it necessary for employees to purchase meals and/or lodging. Boarding cars may be considered the home station for the purposes of this rule.

RULE 13

Pay When Used On Higher or Lower Rated Work

(a) When an employee is required to fill the place of another employee, receiving a higher rate of pay, he shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.

(b) An employee temporarily assigned to perform work which pays a higher rate of pay for more than two hours shall receive the higher rate for the hours such work is performed, but if such assignment is for more than four hours in any one day, he will be paid the higher rate for the day.

NOTE: This rule shall not apply to rearrangement of the force made necessary by increase or reduction in force or reassignments resulting from the exercise of seniority rights.

RULE 14

Filling Foreman's
Positions Temporarily

Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate, straight time rate for straight time hours and overtime rate for overtime hours if greater than the foreman's rate. If it is not, he will be paid the foreman's rate.

RULE 15

Bulletining Positions

New positions or vacancies occurring in the respective crafts will be filled according to seniority in the manner provided in this rule.

(a) When new positions or known vacancies of more than thirty days' duration are to be filled, they will be bulletined. Bulletins will be posted throughout the seniority district for at least five (5) calendar days before the positions are permanently filled.

(b) Employees desiring to be assigned to a bulletined position must make application therefor in writing to the supervisor named in the bulletin and furnish copy of the application to the Local Chairman of the craft involved. All such applications must be received at the office of the supervisor named in the bulletin within the time specified for the run of the bulletin.

(c) When a bulletined position is filled, the senior applicant therefor shall, if sufficient ability is shown by trial, be given preference in filling such new position or vacancy. When there is a bulletined position to be filled which cannot be filled in accordance with the foregoing on account of insufficient applicants, the junior employee of the craft or class, subject to the same conditions as hereinbefore stated, shall be assigned to the position. It is understood that the junior employee assigned to a bulletined position under this rule will not be reassigned to fill another position bulletined in the same series of bulletins. Assignment of employees to bulletined positions under this rule will be made without expense to the Carrier. It is understood and agreed that the principle of exercising seniority, and of giving preference to seniority, carries with it the responsibility of maintaining efficient service.

RULE 15 (Continued)

Bulletining Positions

(d) The name of the successful applicant for a bulletined position will be posted within five calendar days after the date of the expiration of the bulletin (copy of the notice posted to be furnished the Local Chairman of the craft involved) and the successful applicant must be assigned thereto within five calendar days from the date awarded the position. Positions not filled within the time limit fixed herein will be considered cancelled.

EXCEPTION: The time limit provisions of paragraph (d) of this rule will not apply during the time of reassignment of forces made necessary by the commencement of ore shipping operations, nor during the time of reassignment of forces on account of ore season operations being discontinued. During such periods, the following will govern:

1. Any such position which is bulletined but not filled within twenty days from the date of the start of ore shipping operations, or within the same number of days from the date of the end of the ore shipping season, will be considered cancelled, and if such position is to be filled at a later date, it will be re-bulletined and filled in the manner provided for in paragraph (d); i.e., within ten days from the expiration date of the bulletin.
2. Any employee who has been awarded a bulletined position which is subsequently cancelled as a result of expiration of the twenty-day period herein provided, shall, if he so elects, have the right to place

RULE 15 (Continued)

Bulletining Positions

himself on any other position that was bulletined and filled by a junior employee as a result of such seasonal reassignment of forces. An employee electing to exercise his seniority under this rule must do so within five days from the cancellation date of the position he had been awarded.

3. For the purpose of this rule, the "date of the start of ore shipping operation" for the Iron Range Division will be the date the first boat is loaded at the Iron Range Division Ore Docks, and for the Missabe Division will be the date the first boat is loaded at the Missabe Division Ore Docks. The date the last boat is loaded at the ore docks of each division will establish the "date of the end of the ore shipping season" for that division.

(e) Any position bulletined may be filled temporarily pending the run of the bulletin in accordance with paragraph (g) of this rule and Rule 3, except that where an employee is temporarily assigned to fill the position pending the run of the bulletin, and is subsequently permanently assigned to fill the position upon expiration of the bulletin, Rule 3 will not apply, and the employee will be considered as assigned thereto under paragraph (a) of this rule.

(f) Any employee bidding in and assigned to a position bulletined will lose his rights to the job he left and if, after a fair trial, he fails to qualify for the bulletined position to which he has been assigned, he may be removed therefrom and must take whatever position may

RULE 15 (Continued)

Bulletining Positions

be open in his seniority classification. In any case where an employee fails to qualify for a bulletined position after having been assigned to such position, the next senior applicant will be assigned without rebulletining the position.

(g) When new positions or vacancies of thirty (30) days or less duration are to be filled, they may be filled without bulletin; however, if any such position is known to be of more than five (5) days' duration, the senior qualified employee who makes application in writing therefor within that time to the proper authority, with a copy to the Local Chairman, may exercise seniority for, and will be assigned to, the position. Upon completion of such temporary service, all employees affected thereby will revert to their regular positions.

(h) When a rest day or rest days of positions are to be changed, such positions shall be abolished and rebulletined.

RULE 16

Promotion to Foreman, Etc.

(a) Mechanics in service will be considered for promotion to positions of foremen.

(b) An employee promoted to an official or supervisory position with the Carrier or an employee who accepts an official position with an organization party to this agreement will retain and accumulate seniority while filling such a position.

An employee who is relieved from an official or supervisory position with the Carrier or an employee who is relieved from an official position with an organization party to this agreement may within thirty (30) calendar days thereafter return to his former position provided it has not been abolished or a senior employee has not exercised displacement rights thereon or he may exercise his seniority rights over any junior employee assigned to a bulletined position during his absence, provided he has not in the meantime returned to his former position. In the event such an employee's former position has been abolished or a senior employee has exercised displacement rights thereon, such an employee will be governed by Rule 23(b).

An employee displaced as a result of the return of an employee from an official or supervisory position will have the same rights as provided for herein for the employee returning from an official or supervisory position.

(c) An employee taken from any craft for assignment to special service will retain his seniority and be considered on leave of absence while performing such special service.

RULE 17

Leave of Absence

When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time not to exceed six months with the privilege of renewal. Employees absent on leave who engage in other employment will lose their seniority unless otherwise agreed to between the proper Carrier official and the Local Chairman representing the craft involved.

RULE 18

Absence From Work

Employees will not absent themselves from work without permission from their foreman. In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause must notify his foreman as early as possible.

RULE 19

Returning to Service After Leave Of Absence, Illness, or Vacation

(a) An employee reporting for duty after having been out of service on account of leave of absence, illness, or vacation 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 the employee's former position has been abolished or a senior employee has exercised displacement rights thereon, the returning employee may exercise his seniority rights as provided for in Rule 23(b).

(b) Any employee exercising seniority under this rule must do so within five calendar days of the date of his return to service.

(c) An employee displaced as a result of the return of an employee out of service on account of leave of absence, illness or vacation will have the same rights as provided for herein for the employee returning to service.

(d) Any employee returning to service after leave of absence or illness must arrange for a definite time to resume duty.

NOTE: An employee holding a regular vacation relief assignment will not be considered as displaced under this rule when the regular employee returns from his vacation.

RULE 20

Assignment of Employees to Light Work

(a) Employees, who have given long and faithful service in the employ of the Carrier and who have become unable to handle heavy work to advantage, will be given preference to such light work in their line as they are able to handle. This rule is not to conflict with the operation of pension rules.

(b) In the operation of this rule, where an employee under seniority rules is permitted to take work which pays a lesser rate than the one held by the employee, it is understood that the lower rate will apply.

RULE 21

Attending Court or Investigation

When employees are held from their regular service to attend court or investigations as witnesses for the Carrier, they will be allowed compensation equal to what they would have earned had such interruption not taken place, but not less than eight hours at their regular rate of pay for each day so held. If required to serve as witnesses for the Carrier in addition to performing their regular work, all services required outside of their regular hours will be paid for as per Rule 5. If required to leave their home point, necessary expenses and transportation will be furnished by the Carrier. Any fee or mileage accruing to the employee will be assigned to the Carrier.

RULE 22

Paying Off

Employees will be paid off during the regular working hours of the first shift, semi-monthly except where existing State Laws provide a more desirable paying-off condition. Where there is a shortage equal to one 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 Carrier will be furnished with a time check covering all time due within twenty-four hours, if possible.

RULE 23

Reduction and Restoration of Forces

(a) Except as otherwise provided in this rule, when it becomes necessary for the Carrier to reduce its forces in any department, seniority per Rule 24 will govern. Not less than five work days' notice will be given to the employees to be laid off before the forces are reduced, and a copy of the notice will be furnished the local committee. If the notice is posted by twelve noon, that day shall be one of the five days' notice. The provisions of this rule with respect to notice of force reduction will not apply to employees in service due to filling vacancies or positions of thirty days or less duration, such employees may be laid off without such notice.

(b) When forces are reduced or jobs are abolished, employees affected may place themselves according to their seniority provided they are qualified to perform the work of the position they desire. Employees exercising displacement rights will do so within five calendar days after being affected by force reduction or abolition of positions.

EXCEPTION: (1) 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 (2) 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

RULE 23 (Continued)

Reduction and Restoration of Forces

temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

(2) 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.

(From Article II, National Agreement dated 12-4-69)

NOTE: The term "reduce its forces" or "reduction of forces" means a layoff resulting in a reduction in the number of employees in a craft or class and does not include a readjustment of the forces, such as due to seasonal operations, when forces are decreased at one point and simultaneously increased at another, and no such reduction is made.

RULE 23 (Continued)

Reduction and Restoration of Forces

(c) In reduction of forces, the ratio of apprentices remaining in service will not exceed one apprentice for each seven mechanics of a craft.

(d) Furloughed employees desiring reemployment in restoration of forces shall keep their foreman and the local committee notified of their immediate address.

(e) When forces are restored, furloughed employees will be recalled to service according to their seniority rights. Employees to be restored to service will be notified by U.S. Registered or Certified mail, telegram, or notice delivered to their last known address and shall report for work as soon as possible thereafter but not later than fifteen (15) days from the date such notice is sent out. Employees who are recalled under this rule who fail to return to service in accordance with its provisions will forfeit all seniority rights unless granted a leave of absence in accordance with the provisions of Rule 17. Pending the return to service of employees recalled to service under this rule, their positions may be filled by the senior available furloughed employee. The local committee will be furnished with a list of all furloughed employees recalled to service.

(f) Any employee who has been notified to return to service under paragraph (e) of this rule must arrange for a definite time to resume duty.

RULE 24

Seniority

- A. Seniority provisions as hereinbelow stipulated will govern:

Boilermakers and Blacksmiths
Firemen and Oilers

1. Furloughed employees will be recalled to service in seniority order, but they will not be forced to take a position on other than their original division, except that if no employee responds to the call, the Carrier will force the junior employee having seniority in the particular classification to fill the vacancy. Such junior employee failing to return within the prescribed time shall automatically forfeit his seniority rights on all rosters. An employee who does not protect work on his original seniority division shall also forfeit his seniority on the other division.

2. An employee who does not desire to be called to work on the other division must so notify, in writing, the Car Superintendent for such employees working in the Car Department and the Locomotive Superintendent for such employees working in the Locomotive Department with a copy to the Local Chairman. Such employee will not be called for service on the other division until required as outlined in Item 1. Such notification may be revoked at any time by notifying such proper supervisor in writing. However, such employee cannot displace an active junior employee but will have the right to fill any bulletined vacancy in accordance with his seniority.

3. Employees entering service on or after January 1, 1966 (Firemen and Oilers) and April 21, 1966 (Boilermakers and Blacksmiths), will hold seniority on both divisions.

RULE 24 (Continued)

Seniority

4. When all employees holding seniority prior to January 1, 1966 and April 21, 1966 (as stipulated for each craft in Item 3 above), as listed on the roster of a particular division, are working or are not available, the Carrier will have the right to use employees from the other division in their particular classification to perform work of either division.

5. Nothing in this agreement shall operate to extend any additional benefits with respect to job protection which the employees normally would not be entitled to had this agreement not been negotiated.

6. If any controversy arises with respect to the interpretation and application of the above agreement, upon notification by either party, a meeting shall be held to discuss such controversy.

(I.B. F&O Agreement dated 1-20-66)

(I.B. of B&B Agreement dated 4-21-66)

B. The following seniority provisions will apply to the Carmen's craft:

1. Effective March 21, 1969, any carman, carman helper or apprentice hired subsequent to said date shall be granted seniority on a common roster and shall perform work on the system.

The present carmen, carmen helper and apprentice seniority rosters shall be maintained and employees holding seniority on only one roster as of March 21, 1969 will not be forced to accept a permanent assignment on the other division. Employees holding dual seniority as of March 21, 1969 must make a determination as provided for under present rules as to returning to their original district.

RULE 24 (Continued)

Seniority

Employees having seniority prior to March 21, 1969 may be used to perform temporary, or emergency work, including road and wrecking work on the system, and employees will, if entitled thereto, be granted expenses as provided for in Rule 3 during such service.

When an employee having Division seniority in a particular class as of March 21, 1969 cannot hold a position on his Division, such employee shall have the right within five calendar days of his furlough to displace any junior employee holding common seniority who is working on the other Division. If the furloughed employee fails to comply with the foregoing, the employee will not be able to displace a junior employee holding common seniority until he returns to service and is again furloughed on his Division.

This agreement supersedes all rules, agreements, memoranda and understandings in conflict therewith.

(Local Agreement 3-21-69)

Employees represented by the Brotherhood of Railway Carmen who are assigned at Keenan and/or Iron Junction may perform car inspection, repair and servicing at any point north of and including Skibo on the Iron Range Division. Employees represented by the Brotherhood of Railway Carmen who are assigned at Proctor and/or Missabe Junction may perform car inspection, repair and servicing at any point south of and including Lester Park on the Iron Range Division.

RULE 24 (Continued)

Seniority

- C. The following seniority provisions will apply to the Electrical Workers:

It is agreed that, effective March 15, 1970, any electrical employee hired as of or subsequent to said date shall be granted seniority on a common roster and shall perform work on the system.

The present electrical rosters will be maintained and employees holding seniority as of March 15, 1970 will not be forced to accept a permanent or temporary position on the division other than where they hold seniority as of March 15, 1970.

Employees may exercise their seniority to positions held by junior employees on their respective rosters or to positions held by junior employees holding seniority on the common roster.

Iron Range employees will be granted the first right to any construction or emergency work on the Iron Range Division. Missabe employees will be granted the first right to any construction or emergency work on the Missabe Division. Any available furloughed employee will be returned to service before any electrical employee can cross division lines to perform construction or electrical work.

Employees temporarily transferred from one division to another to perform temporary construction or emergency work will be granted actual necessary expenses as provided for in Rule 3. Construction or emergency work shall be considered temporary work.

RULE 24 (Continued)

Seniority

Headquarters for construction crews on the Missabe Division shall be Proctor, Minnesota. Headquarters for construction crews on the Iron Range Division shall be Two Harbors and/or Iron Junction, Minnesota.

This agreement does not apply to employees in the Communications Department. This Agreement does not supersede the September 24, 1964 agreement, but will supersede any and all other rules, agreements or memoranda in conflict with this agreement.

(Local Agreement 4-24-70)

D. The following seniority provisions will apply to all crafts:

(1) Seniority of an employee in any classification covered by this agreement will begin on the date he is first paid for service in the classification in which he is employed.

(2) Any employee who held seniority in any craft or classification as of July 1, 1939, at any point previously designated as a separate seniority point will continue to hold prior rights to positions at that point until he leaves such point of his own volition or is removed for cause. In addition, each such employee will be carried on the seniority roster of his craft or classification on his division with seniority held as of July 1, 1939, and may exercise such seniority throughout the division.

(3) Employees in the Communications Department and common roster employees will hold system-wide seniority rights. Other employees will hold rights as provided in this rule.

RULE 24 (Continued)

Seniority

(4) The Carrier will maintain a seniority roster of employees by individual craft for each of the following classifications: mechanic; apprentices, regular and helper; helpers; and locomotive preparatory forces.

Copies of the rosters maintained by the Carrier pursuant to the provisions of this paragraph will be posted on shop bulletin boards, open to inspection at all times.

The Carrier will furnish a copy of each such roster to the General Chairman of each craft and a copy of the roster covering his craft to each Local Chairman. Rosters will be posted in January of each year and will be open to correction for a period of sixty days. All names and dates not protested for two consecutive postings shall be considered as permanently established, except that typographical errors will be corrected.

RULE 25

Furloughed Employees

(a) The Carrier shall have the right to use furloughed employees to perform relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph (b) 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.

(b) Furloughed employees desiring to be considered available to perform such 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 hereinbefore - 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 relief work under the provisions of this rule.

(c) Furloughed employees who have indicated their desire to participate in such relief work will be called in seniority order for this service.

RULE 25 (Continued)

Furloughed Employees

- NOTE 1: Employees who are on approved leave of absence will not be considered furloughed employees for the purposes of this rule.
- NOTE 2: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

RULE 26

Displacing Junior Employees

The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping", will not be permitted, except as provided for in Rule 23.

RULE 27

Claims and Grievances

1. All claims or grievances arising on or after the date of this agreement 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 sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

RULE 27 (Continued)

Claims and Grievances

(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 nine (9) months from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months' period herein referred to.

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

RULE 27 (Continued)

Claims and Grievances

3. 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.

4. 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 nine (9) months of the date of the decision of the highest designated officer of the Carrier.

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

RULE 28

Investigations

(a) An employee in service more than sixty (60) days shall not be disciplined or dismissed without an investigation. The employee will be apprised of the specific charge made against him in writing and shall have reasonable opportunity to secure the presence of necessary witnesses. At the investigation he shall have the right to be represented by his duly authorized representative. The employee and his duly authorized representative shall be furnished a copy of the transcript of the investigation. If it is found that an employee has been unjustly suspended or dismissed from service, he shall be reinstated with his seniority rights unimpaired and be compensated for wage loss, if any, suffered by him, resulting from said suspension or dismissal.

Suspension in proper cases pending a hearing which shall be prompt shall not be deemed a violation of this rule.

(b) The provisions of Rule 27 shall be applicable in connection with appeals and time within which appeals shall be made in cases involving discipline or dismissal.

RULE 29

Assignment of Work

(a) None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts. If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairman of the Organization affected. Any disputes over the application of this rule shall be handled as provided hereinafter. An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be fully subject to this rule.

(b) At points other than Proctor and Two Harbors 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 that may be necessary.

(c) On shifts where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed on such shifts will, so far as is capable, perform the work of any craft that may be necessary, which shall be confined to necessary running repairs, provided, however, that when a reasonable amount of work is involved and mechanics of the craft to whom the work belongs are not on duty but are available, they will be called to perform same.

(d) At running repair work locations which are not designated as outlying points where a

RULE 29 (Continued)

Assignment of Work

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

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

(National Agreement dated 12-4-69 - covers
Electrical Workers, Boilermakers & Blacksmiths)
(National Agreement dated 4-24-70 - covers Carmen)

RULE 29 (Continued)

Assignment of Work

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

(National Mediation Agreement -
9-25-64)

(f) This rule shall not be construed to prevent engineers and firemen and the operators of steam shovels, motor cars, ditchers, pile drivers, wrecking outfits and cranes from making minor repairs to such equipment while on the line of road which they may be able to perform.

(g) The provisions of this rule shall not be construed to prevent operating crews of marine equipment from making such repairs as they may be able to perform to marine equipment in order to keep same in operation.

RULE 30

Assignment of Welding Work

(a) 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 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.

Employees regularly assigned to perform the above work shall receive the welders' rate of pay continuously.

EXCEPTION: Helpers may be assigned to use the cutting torch in connection with heavy repairs to cars and scrapping equipment.

(b) Except as otherwise provided in these rules, welders will be paid eight and four-tenths (8.4) cents per hour in excess of the prevailing rate for mechanics of the craft.

RULE 31

Committees

The Carrier will not discriminate against any committeemen, who from time to time, are delegated to represent other employees, and will grant them leave of absence for this purpose and free transportation insofar as it can be secured under transportation rules.

RULE 32

Application for Employment

Employment will be considered temporary until application for employment has been approved. If the applicant is not notified to the contrary within sixty (60) days from the date he begins work, his application will be considered as having been approved, unless it is found later that false information has been given, in which event applicant will not be dismissed without an investigation, if he so requests.

RULE 33

Physical and Visual Examinations

(a) In the interest of safety and welfare, employees within the scope of this Agreement may be required to take physical and visual examinations. Such examinations will not be more frequent than once each three years, except that additional examinations may be required, if employees returning to service have been out of service six months or more, or if a physical or visual condition exists which in the judgment of the Carrier necessitates additional examinations. Any expense involved in taking the physical examinations required by the Carrier under this provision of this rule will be borne by the Carrier.

(b) If, as a result of such physical and visual examination, an employee should be declared unfit for service by the Carrier's physician, and the employee believes that such disqualification is unwarranted, the employee, at his own expense, may consult another physician of his choice. If the employee's physician believes that the employee's disqualification is unwarranted, the employee shall obtain a written statement from his physician stating the reasons therefor. A copy of such statement shall be furnished to the Carrier's Chief Surgeon and to the Director of Labor Relations with request that a consultation be arranged between the employee's physician and the Carrier's Chief Surgeon.

(c) If, after the consultation on the case as provided for in paragraph (b), the two physicians should disagree as to the physical or visual condition of the employee involved, they will select a third physician to be agreed upon by them, who shall be a practitioner of recognized standing in the medical profession, and a specialist in the disease or diseases from which

RULE 33 (Continued)

Physical and Visual Examinations

the employee is alleged to be suffering. If the two physicians selected by the Carrier and the employee or his Organization fail to agree in the selection of a third physician, both parties agree that the third physician to be used may be selected by the Duluth Clinic. The Board of Medical Examiners, thus selected, will examine the employee and render a written report to the employee and the Carrier within a reasonable time, not exceeding fifteen (15) calendar days after examination, setting forth his physical or visual condition, as the case may be, and their opinion as to his fitness to perform service in his regular employment. The Board's decision will be accepted as final. Should the decision be adverse to the employee and later the employee believes that his physical or visual condition, as the case may be, has improved, a re-examination will be given by the Carrier's Chief Surgeon after a reasonable interval, upon written request of the employee. If such examination finds the employee fit to work, he will be restored to service. Expenses involved in the application of this provision will be handled by the Carrier paying its physician, the employee paying the physician of his choice, and the expense of the third physician will be divided equally between the Carrier and the employee involved.

(d) Physical and visual examinations will be arranged in such a manner as to result in no loss of earnings to employees.

RULE 34

Personal Injury

Employees injured while at work are required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case, provided, however, that such injured employees remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to return to work. All claims for personal injuries shall be handled with the Claim Department.

RULE 35

Protection to Employees

(a) Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room or 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 or to cars set out on rip tracks. When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts as are necessary 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 blast, paint sprayers, or noxious cleaning processes while in operation unless proper protection is provided.

(b) Employees assigned to work on hot engines or firing stationary boilers and those performing welding and cutting, will be allowed sufficient time to dry off before being assigned to work on cold engines or boilers or before being sent outside of shops in cold weather.

(c) Employees will not be required to work under locomotives or cars without being protected by proper signals. Where the nature of the work to be done requires it, locomotive and passenger cars will be placed over a pit, if available.

(d) All locomotives will be placed under smokejacks in enginehouses, where practicable, when engines are running.

(e) Operators of oxyacetylene or other welding devices will be furnished a competent helper when necessary for personal safety or the safety of others working nearby. All welding or cutting will be protected by a suitable screen when required for the protection of other employees working around same.

RULE 36

Condition of Shops and Yards

(a) Employees will cooperate with management to the end that shops, enginehouses, repair tracks and inspection yards will be kept in a clean and sanitary condition; clear of all rubbish, and that all tools and machinery will be kept in a safe working condition.

(b) Good drinking water will be furnished. Sanitary drinking fountains will be provided where necessary. Lunch rooms, wash rooms, pits, floors, lockers and toilets will be kept in a clean, dry and sanitary condition. Shops, enginehouses, wash rooms, locker rooms and lunch rooms will be lighted, heated and ventilated in the best manner practicable.

RULE 37

Notices

A place will be provided inside all shops, yard headquarters buildings, and enginehouses, where proper notices of interest confined to subjects in which the management and employees only are involved may be posted.

RULE 38

Free Transportation

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

RULE 39

Pay For Checking In and Out

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

RULE 40

Scrapping Equipment

Engines, boilers, tanks and cars, or other machinery, may be scrapped by mechanics, helpers or laborers. Mechanics will be assigned to remove and reclaim usable material.

RULE 41

Jurisdiction

Any controversies as to craft jurisdiction arising between two or more of the organizations who are parties to this agreement shall first be settled by the contesting organizations, and existing practices shall be continued without penalty until and when the Carrier has been properly notified and has had reasonable opportunity to reach an understanding with the organizations involved.

When new methods or new processes are introduced in the performance of work covered by this agreement, which are not specifically covered in the special rules of a craft, conferences will be held between the local officers of the Carrier and the local committees of the crafts involved with a view to reaching an agreement on proper assignment of the work. Pending an agreement between the parties involved, management will be permitted to assign employees to perform the work, it being understood that such assignment of the work will not establish a precedent, or be prejudicial to the claims of any craft to the work, and it being further understood should an agreement later be reached which changes the assignment of such work, such agreement will not result in any claims against the Carrier.

RULE 42

Printing Rules

The Carrier will have printed, in book form, copies of this agreement and furnish a copy to each employee affected.

RULE 43

Basis and Rates of Pay

(a) All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the Carrier and the employees, shall be paid on the hourly basis.

(b) Rates of pay in effect as of the date of this agreement will be continued unless changed in accordance with the provisions of the Railway Labor Act, as amended.

(c) It is hereby agreed that the rates of pay need not be included in the working agreement provided that local chairmen are furnished copies of rates of pay sheets following each general and cost-of-living adjustment.

II. BOILERMAKERS' SPECIAL RULES

RULE 44

Qualifications

Any man who has served an apprenticeship or has had three 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.

RULE 45

Classification of Work

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

NOTE: Sheet Metal Workers and Boilermakers may both work ten gauge metal in connection with their work and sheet metal workers may use galvanized iron heavier than ten gauge in connection with their work.

RULE 45 (Continued)

Classification of Work

The fabricating of metal exhaust ventilators and the installation of same when fabricated of 13 gauge or heavier plate metal is Boiler-makers' work and should be performed by them.

RULE 46

BOILERMAKER APPRENTICESHIP TRAINING PROGRAM

Regular and Helper Apprentices

ELIGIBILITY -

Candidates for Boilermaker Apprentice must meet company employment standards with respect to age, mental ability, dexterity and physical condition. Apprenticeships are open to all candidates meeting these standards, regardless of race, creed, religion or nationality. Present company employees who meet established standards will be given first preference in selecting apprentices. Company standards of selection will be made known to the Union's General Chairman upon request.

Helpers must have not less than two years' experience as helpers in their craft on the division where employed at the time selected for helper apprenticeship. In selecting helper apprentices, seniority and ability will govern, and all selections will be made in conjunction with the local committee of the craft involved. They shall retain their seniority rights as a helper during their apprenticeship, but will not be permitted to exercise their seniority as helpers so long as they can hold a position as helper apprentice.

NUMBER -

The number of apprentices in training will be governed by the company's future requirements for boilermakers and blacksmiths. If the number of apprentices exceeds the boilermaker and blacksmith-to-apprentice ratio stipulated in the current shopcraft agreement, it is understood that the company will not furlough any boilermaker or blacksmith until such time as the apprentice ratio has been adhered to. It is also understood that any increase in the number of apprentices

RULE 46 (Continued)

BOILERMAKER APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

Number (continued)

over that stipulated in the agreement will be discussed with the General Chairman of the craft.

INSTRUCTION REQUIREMENTS -

1. Regular apprentices will be required to complete 6,240 hours of on-the-job instruction as prescribed by the company. Helper apprentices having two or more years of experience as helpers in the craft will be required to complete 5,200 hours of on-the-job instruction as prescribed by the company. Time lost due to personal injury on the job will not be deducted in computing on-the-job time toward the completion of apprenticeship training.
2. Every apprentice will be required to complete 144 hours of off-the-job instruction per year for three years in approved job related courses.
3. An apprentice may be discharged at any time during the apprenticeship training program for failure to maintain satisfactory progress in his off-job training courses.

CREDIT ALLOWED -

A maximum of 1,040 hours' credit toward apprenticeship time may be allowed to regular apprentices for previous applicable training or experience. The amount of credit to be allowed will be decided by mutual agreement between the General Chairman and the Carrier.

RULE 46 (Continued)

BOILERMAKER APPRENTICESHIP
TRAINING PROGRAM
Regular and Helper Apprentices

COST OF TRAINING -

1. The cost of approved textbooks and tuition for off-the-job training will be borne by the company so long as an apprentice maintains his status, or, in the case of an apprentice upgraded to boilermaker or blacksmith, until such time as his off-the-job training is completed. In the event an apprentice leaves the service of the company prior to completion of his training program, it is understood that he will either return any textbooks which have been furnished by the company, or he will reimburse the company for these books.
2. An apprentice who is required to work away from his home point will be reimbursed for transportation cost to attend apprentice training classes at the applicable rate per mile.

GENERAL -

1. Apprentices will not be permitted to work together as partners.
2. Apprentices will not be assigned to the use of welding equipment during the first two periods of their apprenticeship.
3. An apprentice will not be assigned to work on a night shift unless otherwise agreed to between the Carrier and the General Chairman.
4. An apprentice will not be permitted to work overtime unless there are no mechanics available for this overtime.

RULE 46 (Continued)

BOILERMAKER APPRENTICESHIP
TRAINING PROGRAM
Regular and Helper Apprentices

General (continued)

5. Boilermaker apprentices include regular and helper apprentices in connection with the work defined in Rule 45.

COMPLETION -

1. All apprentices will be given every opportunity possible to secure a complete knowledge of the trade, and when their apprenticeship is completed, they will be furnished a certificate of indenture, certifying that apprenticeship has been served.
2. If within the first half of his service as an apprentice or helper apprentice, such apprentice or helper apprentice does not show satisfactory progress or aptitude in learning the trade, he shall not be retained as an apprentice or helper apprentice.
3. Except as provided hereinbelow, an apprentice or helper apprentice as of the date of completion of his apprenticeship shall be granted a mechanic's seniority date as of the date he started as an apprentice or helper apprentice. The date of an apprentice or helper apprentice as a mechanic shall be delayed for each service day that he is absent from service because of illness, laying off, or on leave of absence, but will not be delayed if the employee is absent from service due to personal injury on the job.

RULE 46 (Continued)

BOILERMAKER APPRENTICESHIP
TRAINING PROGRAM
Regular and Helper Apprentices

Completion (continued)

4. In the event the number of days off duty on account of vacation with pay delays the mechanic's seniority date of any apprentice so that another apprentice, who would otherwise be junior as a mechanic, completes his apprenticeship earlier, the highest number of vacation hours allowed any apprentice involved will be added to all apprentices affected for the purpose of establishing their relative standing on the mechanic's seniority roster.
5. Apprentices will receive credit toward the fulfillment of their apprenticeship for all overtime hours worked. Credit will be made on the straight-time basis.
6. An eligible helper who becomes a helper apprentice will be credited with one year toward their apprentice time. Therefore, such an employee will be granted a retro-active date one year prior to the date he first becomes a helper apprentice.
7. Nothing in this agreement shall be construed to guarantee an apprentice or a helper apprentice a position as mechanic upon completion of his apprenticeship, and it does not preclude the hiring of qualified mechanics.

RULE 47

Boilermaker Helpers

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 all other work properly recognized as boilermaker helpers' work.

RULE 48

Protection for Employees

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 or while tapping or reaming is being done, unless proper protection is provided.

RULE 49

Differentials for Boilermakers

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

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

(c) Layer-outs shall receive twenty cents differential per hour above minimum rates paid boilermakers at points employed.

When a layer-out vacancy occurs, the position vacancy shall be bulletined in accordance with the applicable rules. The senior most qualified applicant shall be assigned thereto and given a trial. If the employee assigned to the layer-out position fails to properly perform the duties of the position, he will be disqualified therefrom. In that event, the Company shall have the right to select the incumbent to such position from that particular craft of employee, providing such employee possesses fitness and ability.

The present incumbents of layer-out positions will remain thereon, except where such positions are abolished in accordance with the collective agreements. It is further understood that the incumbent of a layer-out position shall not be rolled or bumped. In case of a force reduction, the incumbent of the Boilermaker

RULE 49 (Continued)

Differentials for Boilermakers

layer-out position shall be reduced in seniority order.

(Local Agreement 4-21-66 (paragraph (c)))

(d) A Boilermaker Welder shall receive 8.4 cents differential above minimum rate paid a boilermaker at point employed.

(e) Flangers shall receive six cents differential per hour above minimum rates paid boilermakers at point employed.

III. BLACKSMITHS' SPECIAL RULES

RULE 50

Qualifications

Any man who has served an apprenticeship or who has had three years' varied experience at the blacksmith 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.

RULE 51

Classification of Work

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

RULE 52

BLACKSMITH APPRENTICESHIP TRAINING PROGRAM Regular and Helper Apprentices

ELIGIBILITY -

Candidates for Blacksmith Apprentice must meet company employment standards with respect to age, mental ability, dexterity and physical condition. Apprenticeships are open to all candidates meeting these standards, regardless of race, creed, religion or nationality. Present company employees who meet established standards will be given first preference in selecting apprentices. Company standards of selection will be made known to the Union's General Chairman upon request.

Helpers must have not less than two years' experience as helpers in their craft on the division where employed at the time selected for helper apprenticeship. In selecting helper apprentices, seniority and ability will govern, and all selections will be made in conjunction with the local committee of the craft involved. They shall retain their seniority rights as a helper during their apprenticeship, but will not be permitted to exercise their seniority as helpers so long as they can hold a position as helper apprentice.

NUMBER -

The number of apprentices in training will be governed by the company's future requirements for boilermakers and blacksmiths. If the number of apprentices exceeds the boilermaker and blacksmith-to-apprentice ratio stipulated in the current shopcraft agreement, it is understood that the company will not furlough any boilermaker or blacksmith until such time as the apprentice ratio has been adhered to. It is also understood

RULE 52 (Continued)

BLACKSMITH APPRENTICESHIP
TRAINING PROGRAM
Regular and Helper Apprentices

Number (continued)

that any increase in the number of apprentices over that stipulated in the agreement will be discussed with the General Chairman of the craft.

INSTRUCTION REQUIREMENTS -

1. Regular apprentices will be required to complete 6,240 hours of on-the-job instruction as prescribed by the company. Helper apprentices having two or more years' of experience as helpers in the craft will be required to complete 5,200 hours of on-the-job instruction as prescribed by the company. Time lost due to personal injury on the job will not be deducted in computing on-the-job time toward the completion of apprenticeship training.
2. Every apprentice will be required to complete 144 hours of off-the-job instruction per year for three years in approved job related courses.
3. An apprentice may be discharged at any time during the apprenticeship training program for failure to maintain satisfactory progress in his off-job training courses.

CREDIT ALLOWED -

A maximum of 1,040 hours' credit toward apprenticeship time may be allowed to regular apprentices for previous applicable training or

RULE 52 (Continued)

BLACKSMITH APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

Credit Allowed (continued)

experience. The amount of credit to be allowed will be decided by mutual agreement between the General Chairman and the Carrier.

COST OF TRAINING -

1. The cost of approved textbooks and tuition for off-the-job training will be borne by the company so long as an apprentice maintains his status, or, in the case of an apprentice upgraded to boilermaker or blacksmith, until such time as his off-the-job training is completed. In the event an apprentice leaves the service of the company prior to completion of his training program, it is understood that he will either return any textbooks which have been furnished by the company, or he will reimburse the company for these books.
2. An apprentice who is required to work away from his home point will be reimbursed for transportation cost to attend apprentice training classes at the applicable rate per mile.

GENERAL -

1. Apprentices will not be permitted to work together as partners.
2. Apprentices will not be assigned to the use of welding equipment during the first two periods of their apprenticeship.

RULE 52 (Continued)

BLACKSMITH APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

General (continued)

3. An apprentice will not be assigned to work on a night shift unless otherwise agreed to between the Carrier and the General Chairman.
4. An apprentice will not be permitted to work overtime unless there are no mechanics available for this overtime.
5. Blacksmith apprentices include regular and helper apprentices in connection with the work defined in Rule 51.

COMPLETION -

1. All apprentices will be given every opportunity possible to secure a complete knowledge of the trade, and when their apprenticeship is completed, they will be furnished a certificate of indenture, certifying that apprenticeship has been served.
2. If within the first half of his service as an apprentice or helper apprentice, such apprentice or helper apprentice does not show satisfactory progress or aptitude in learning the trade, he shall not be retained as an apprentice or helper apprentice.
3. Except as provided hereinbelow, an apprentice or helper apprentice as of the date of completion of his apprenticeship shall be granted a mechanic's seniority date as of the date he started as an apprentice

RULE 52 (Continued)

BLACKSMITH APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

Completion (continued)

or helper apprentice. The date of an apprentice or helper apprentice as a mechanic shall be delayed for each service day that he is absent from service because of illness, laying off, or on leave of absence, but will not be delayed if the employee is absent from service due to personal injury on the job.

4. In the event the number of days off duty on account of vacation with pay delays the mechanic's seniority date of any apprentice so that another apprentice, who would otherwise be junior as a mechanic, completes his apprenticeship earlier, the highest number of vacation hours allowed any apprentice involved will be added to all apprentices affected for the purpose of establishing their relative standing on the mechanic's seniority roster.
5. Apprentices will receive credit toward the fulfillment of their apprenticeship for all overtime hours worked. Credit will be made on the straight-time basis.
6. An eligible helper who becomes a helper apprentice will be credited with one year toward their apprentice time. Therefore, such an employee will be granted a retro-active date one year prior to the date he first becomes a helper apprentice.

RULE 52 (Continued)

BLACKSMITH APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

Completion (continued)

7. Nothing in this agreement shall be construed to guarantee an apprentice or a helper apprentice a position as mechanic upon completion of his apprenticeship, and it does not preclude the hiring of qualified mechanics.

RULE 53

Blacksmith Helpers

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 54

Helpers Building Fires

Blacksmith helpers required to prepare or build coal or coke fires outside their regular working hours, shall be allowed thirty minutes straight time for each fire built. Helpers assigned to start oil or gas furnaces outside their regular working hours will receive one and one-half time for such service, on the minute basis.

RULE 55

Differentials

Blacksmith welders shall receive 8.4 cents differential per hour above minimum rates paid blacksmith first class at point employed.

The following differentials will be allowed above the prevailing rates paid blacksmiths and blacksmith helpers:

First Fire Blacksmiths	--	8.4	cents per hour
Heaters on First Fire	--	13.2	cents per hour
Helpers on First Fire	--	6	cents per hour
Hammer Operators	--	6	cents per hour

IV. CARMEN'S SPECIAL RULES

RULE 56

Qualifications

Any man who has served an apprenticeship or who has had three years' practical experience at carman's work, 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.

RULE 57

Classification of Work

Carmen's work shall consist of building, maintaining, dismantling (except all wood freight train cars), painting, upholstering, and inspecting all passenger and freight cars, both wood and steel; planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as Bridge and Building Department work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing and removing and applying wooden locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards; tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint; all other work generally recognized as painters' work under the supervision of the Locomotive and Car Departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliances and train car repairers; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work and all other work generally recognized as carmen's work.

All work of repairing, maintaining and cleaning related to the nose assembly of the huck gun will be performed by carmen.

RULE 58

CARMEN APPRENTICESHIP TRAINING PROGRAM Regular, Helper and Painter Apprentices

ELIGIBILITY -

Candidates for Carmen Apprentice must meet company employment standards with respect to mental ability, dexterity and physical condition. Apprenticeships are open to all candidates meeting these standards, regardless of race, creed, religion or nationality. Present company employees who meet established standards will be given first preference in selecting apprentices. Company standards of selection will be made known to the Union's General Chairman upon request.

Helpers must have not less than two years' experience as helpers in their craft as the time selected for helper apprenticeship. In selecting helper apprentices, seniority and ability will govern and all selections will be made in conjunction with the local committee of the craft involved. Regular or Helper apprentices shall retain their seniority rights as a helper during their apprenticeship, but will not be permitted to exercise their seniority as helpers so long as they can hold a position as apprentice.

NUMBER -

The Carrier may, at any time, employ apprentices in a proportion not to exceed one apprentice for each seven mechanics of a craft employed unless otherwise agreed to between the Supervisor and the Local Chairman of the craft involved.

INSTRUCTION REQUIREMENTS -

1. Regular apprentices will be required to complete 6,240 hours of on-the-job instruction as prescribed by the Company. Helper apprentices will be required to

RULE 58 (Continued)

CARMEN APPRENTICESHIP TRAINING PROGRAM
Regular, Helper and Painter Apprentices

Instruction Requirements (continued)

complete 5,200 hours of on-the-job instruction as prescribed by the Company.

2. Every apprentice will be required to complete 144 hours of off-the-job instruction per year for three years in approved job related courses. If an apprentice or helper apprentice is upgraded, such upgraded employee shall complete the off-the-job instruction, providing his job permits.
3. An apprentice may be discharged at any time during the apprenticeship training program for failure to maintain satisfactory progress in his off-job training courses.

COST OF TRAINING -

1. The cost of approved textbooks and tuition for off-the-job training will be borne by the company so long as an apprentice maintains his status, or in the case of an apprentice upgraded to carman, until such time as his off-the-job training is completed. In the event an apprentice leaves the service of the company prior to completion of his training program, it is understood that he will either return any textbooks which have been furnished by the company, or he will reimburse the company for these books.
2. An apprentice who is required to work away from his home point will be reimbursed for transportation cost to attend apprentice training classes at the applicable rate per mile.

RULE 58 (Continued)

CARMEN APPRENTICESHIP TRAINING PROGRAM
Regular, Helper and Painter Apprentices

GENERAL -

1. An apprentice shall not work overtime except continuously with regular working hours when necessary to complete the work upon which engaged at the close of regular work hours or when mutually agreed to by the Local Chairman and the Supervisor in case of emergency when no mechanics are available.
2. An apprentice will not be assigned to work on a night shift unless otherwise agreed to between the Carrier and the General Chairman.
3. Apprentices will not be permitted to work together as partners, except as set forth below.
4. When carmen forces engaged in work on repair tracks at Proctor or Two Harbors are reduced on account of carmen being called for wrecking service, and the number of apprentices left on duty exceeds the number of carmen left on duty at the repair tracks, apprentices will be permitted to work together as partners.
5. Carmen apprentices include regular and helper apprentices in connection with the work defined in Rule 57.

COMPLETION -

1. All apprentices will be given every opportunity possible to secure a complete knowledge of the trade and when their apprenticeship is completed, they will

RULE 58 (continued)

CARMEN APPRENTICESHIP TRAINING PROGRAM
Regular, Helper and Painter Apprentices

Completion (continued)

be furnished a certificate of indenture, certifying that apprenticeship has been served.

2. If within the first 1,040 hours of service an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.
3. An apprentice, as of the date of completion of his apprenticeship, shall have his name placed on the seniority roster. An apprentice who completes his apprenticeship during the course of any day will be permitted to finish the day and will be paid therefor in accordance with Rule 13.
4. Upon completion of the required number of hours of service for promotion to mechanic, each apprentice, helper apprentice and upgraded carman will be credited with the following days in determining his seniority date:
 - A. Days of vacation with pay.
 - B. Holidays during the employee's work week which are not worked, but for which pay is credited.
 - C. Days of absence due to on-the-job injury.
(7-24-79)
 - D. Days of absence during the employee's work week due to performing jury duty.
(7-28-80)

(7-28-80)

RULE 59

Regular Apprentices - Carmen Schedule of Work

The following schedule for regular apprentices, showing the division of the various classes of work, is designated as a guide and will be followed as closely as conditions will permit. Flexibility will be used in assigning apprentices, moving the apprentice from each program at least every three months where practicable, the apprentice returning and completing the time specified at a later date, thereby providing faster training and more overall fundamentals in less time.

Comprehensive Air Brake Program

Proctor Air Room

- a. Air Brake Rack 3 months
- b. Repairing Valves 1 month
- c. General Air Room Work 2 months - 6 months

Proctor Car Shop Air Work

- a. Cleaning, Testing & Repairing 4 months

Proctor Rip Track Air Work on

Commercial Cars 3 months

Proctor Car Shop - Light Repair

8 months

Proctor Rip Track - Light Repair on Commercial Cars

3 months

Proctor Roundhouse - Tankman/ Locomotive Carpenter

2 months

Proctor Car Shop Welding Program - Electric and Acetylene

4 months

Proctor Mill Shop

2 months

Interchange Inspecting in Steelton Yard (Day Shift)

2 months

Inspecting incoming/outgoing trains in Proctor Yard (Day Shift)

1 month

Assisting Proctor and/or Steelton Rip Track write-up Carman

1 month

36 months

An apprentice shall not replace a differential job assignment or a yard assignment.

RULE 60

Helper Apprentices - Carmen Schedule of Work

The following schedule of work for helper apprentices, showing the division of the various classes of work, is designated as a guide and will be followed as closely as conditions will permit. Flexibility will be used in assigning apprentices, moving the apprentice from each program at least every three months where practicable, the apprentice returning and completing the time specified at a later date, thereby providing faster and more overall fundamentals in less time.

Comprehensive Air Brake Program

Proctor Air Room

- | | | |
|--------------------------|----------|----------|
| a. Air Brake Rack | 3 months | |
| b. Repairing Valves | 1 month | |
| c. General Air Room Work | 1 month | 5 months |

Proctor Car Shop Air Work

- | | | |
|----------------------------------|--|----------|
| a. Cleaning, Testing & Repairing | | 3 months |
|----------------------------------|--|----------|

Proctor Rip Track Air Work on Commercial Cars		2 months
--	--	----------

Proctor Car Shop - Light Repair		6 months
---------------------------------	--	----------

Proctor Rip Track - Light Repair on Commercial Cars		3 months
--	--	----------

Proctor Roundhouse - Tankman/ Locomotive Carpenter		2 months
---	--	----------

Proctor Car Shop Welding Program - Electric and Acetylene		3 months
--	--	----------

Proctor Mill Shop		2 months
-------------------	--	----------

Interchange Inspecting in Steelton Yard (Day Shift)		2 months
--	--	----------

Inspecting Incoming/Outgoing Trains in Proctor Yard (Day Shift)		1 month
--	--	---------

Assisting Proctor and/or Steelton Rip Track Write-up Carman		<u>1 month</u>
		30 months

An apprentice shall not replace a differential job assignment or a yard assignment.

RULE 61

Painter Apprentices - Schedule of Work

The following schedule for regular apprentices, painter, showing the division of the various classes of work, is designated as a guide and will be followed as closely as conditions will permit. Flexibility will be used in assigning apprentices, moving the apprentice from each program at least every three months where practicable, the apprentice returning and completing the time specified at a later date, thereby providing faster training and more overall fundamentals in less time.

1. Freight Car Painting	320 days
2. Mixing Paint - Color Room as Shop Affords	100 days
3. General Locomotive Painting	130 days
4. Lettering - Striping - Stenciling - Varnishing - Layout and Design	130 days
5. Brush work - ACI labeling - Miscellaneous painting	<u>100 days</u>
	780 days

An apprentice shall not replace a differential job assignment or a yard assignment.

RULE 62

Painter Helper Apprentices - Schedule of Work

The following schedule for helper apprentices, painter, showing the division of the various classes of work, is designated as a guide and will be followed as closely as conditions will permit. Flexibility will be used in assigning apprentices, moving the apprentices from each program at least every three months where practicable, the apprentice returning and completing the time specified at a later date, thereby providing faster training and more overall fundamentals in less time.

1. Freight Car Painting	265 days
2. Mixing Paint - Color Room as shop affords	85 days
3. General Locomotive Painting	100 days
4. Lettering - Striping - Stenciling - Varnishing - Layout and Design	100 days
5. Brush Work - ACI labeling - Miscellaneous painting	<u>100 days</u>
	650 days

An apprentice shall not replace a differential job assignment or a yard assignment.

RULE 63

Upgrading Agreement - Carmen

(a) When new jobs or vacancies occur due to the increase of forces, or because of mechanics leaving the service, and no mechanics are available for service on the Division where the new positions or vacancies occur, the Railway Company may promote apprentices or helpers as outlined below. The men promoted will not lose their seniority as apprentices or helpers nor will they accumulate seniority as mechanics except as hereinbelow provided for.

(b) No promotion of apprentices, helper apprentices or helpers will be permitted as long as qualified mechanics are available for hire when needed.

(c) Promotion to mechanics will be on the following basis:

(1) Regular apprentices who have served two years or more as an apprentice and helper apprentices who have served one year or more as an apprentice will be promoted first in seniority order. If additional upgraded mechanics are needed, apprentices with two years or more of combined service as an apprentice and carman helper will be promoted in the order of their apprentice seniority.

(2) If the procedures in (1) do not fulfill requirements, helpers who have had two or more years' service as helpers will be promoted in seniority order.

NOTE: It is understood that apprentices and helpers will not be compelled to accept promotion.

RULE 63 (Continued)

Upgrading Agreement - Carmen

(d) Apprentices and helpers who are promoted under the provisions of this agreement will be paid the rate of pay for work performed as provided for in the current Shop Crafts¹ Agreement.

(e) Apprentices (regular or helper) promoted to carmen shall retain their seniority as apprentices (regular or helper) until granted seniority as carmen. Such employees may exercise such apprentice (regular or helper) seniority rights only at such times as they are unable to work as promoted apprentices due to a reduction in force of promoted apprentices.

(f) (1) A helper promoted to carman will not establish seniority as a mechanic until he has qualified under the provisions of Carmen's Special Rules of the Master Agreement. Such employee will retain his seniority as a helper until such time as he becomes qualified as a mechanic after the performance of accumulated service of 6,240 hours, overtime excluded, as a mechanic. Upon completion of 6,240 hours¹ service, such employee will be considered a mechanic and if retained in service as a mechanic, he shall forfeit all helper seniority rights and will commence acquiring seniority as a mechanic in accordance with the provisions of the Master Agreement.

(f) (2) Helpers promoted to carmen shall retain their seniority as helpers until granted seniority as carmen. Such employees may exercise such helper seniority rights only at such time as they are unable to work as promoted helpers due to a reduction in force of promoted helpers.

RULE 63 (Continued)

Upgrading Agreement - Carmen

(f) (3) A helper who elects to retain his seniority and work as a helper cannot again be promoted, but may be hired as a mechanic on any date subsequent to the completion of 6,240 hours of service as a promoted helper.

(g) (1) When qualified mechanics are available for hire, they will be employed displacing promoted apprentices or helpers in the reverse order of their temporary promotion to mechanic.

(g) (2) When forces of upgraded men are reduced, the reduction shall be made in the reverse order of their temporary promotion to mechanic.

(h) Promoted apprentices and helpers will be placed on the promoted list and may use their promoted date to assign themselves in accordance with such date.

NOTE: All upgraded men will be encouraged to attend school in courses related to their craft.

(7-24-79)

RULE 64

Carmen Helpers

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

NOTE: Carmen helpers can do all cutting by use of cutting torches in connection with heavy repairs and when so assigned, such helpers will be paid 7.2 cents per hour above the rate paid carmen helpers.

RULE 65

Wrecking Crews

(a) Regularly assigned crews, including wrecking engineer and assistant wrecking engineer, will be composed of carmen and helpers where sufficient men are available and will be paid for such service under Rule 10. Wrecking engineer and assistant wrecking engineer must possess proper state licenses. Meals and lodging will be provided by the Carrier while crews are on duty in wrecking service.

(b) When wrecking crews are called for wrecks or derailments outside of yard limits, a sufficient number of the regular assigned crew will be called. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work.

(c) Members of the regular assigned wrecking crew will receive a differential of 60¢ per hour above their regular rates of pay for actual time spent performing wrecking service or rerailling cars from the time reporting for service until the time returned to home point. This does not include wrecking service or rerailling cars within Proctor Yard limits during regular shop hours.

(Local Agreement 1-11-74)

(d) A meal allowance of \$4.00 will be granted to members of the wrecking crew performing 'wrecking service' in Proctor Yard during their regular shop meal period in lieu of expenses provided for in Rule 10, Road and Wrecking Service.

RULE 66

Inspectors

(a) Men assigned to inspecting must have a fair knowledge of the A.A.R. (Association of American Railroads) rules and safety appliance laws.

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

RULE 67

Protection for Repairman

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

(b) Trains or cars while being inspected or worked on by train yardmen, will be protected by blue flag by day and blue light by night, which will not be removed except by men placing same.

RULE 68

One-Man Points

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 consecutive hours.

Exceptions to the above spread of hours may be agreed upon between the Management and the General Chairman of the craft to cover local service requirements.

RULE 69

Materials To Be Furnished

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

RULE 70

Coach Cleaners

Coach cleaners to be included in this agreement and will receive overtime as provided therein.

Coach cleaners at outlying points may be worked eight hours within a period of ten consecutive hours. They may be assigned to any other unskilled work during their eight hour period of service.

RULE 71

Carmen and Helpers to be
Sent Out On The Road

Carmen and helpers, when necessary, will be sent to inspect and repair cars on line of road or away from the Shops.

RULE 72

Differentials for Carmen

(a) Lead Carmen shall receive 20 cents differential per hour above minimum rates paid the basic carman (Car Repairer) at point employed.

(b) Lead Air Brake Rackman shall receive 20 cents differential per hour above minimum rates paid Air Brake Rackman at point employed.

(c) The Assistant Wrecking Foreman, Wrecking Engineer and Assistant Wrecking Engineer shall receive 29.2 cents per hour differential above minimum rates paid basic carman (Car Repairer) at point employed.

(d) When a leadman vacancy occurs, the position vacancy shall be bulletined in accordance with the applicable rules. The senior most qualified applicant shall be assigned thereto and given a trial. If the employee assigned to the leadman position fails to properly perform the duties of the leadman position, he will be disqualified therefrom. In that event, the Company shall have the right to select the incumbent from that particular craft of employee, providing such employee possesses fitness and ability. The present incumbents of leadman positions will remain thereon, except where such positions are abolished in accordance with the collective agreement. In case of a force reduction, the incumbent of the lead carman position shall be reduced in seniority order.

(Local Agreement 3-26-69)

(e) Carman welders shall receive 12.4 cents differential per hour above minimum rates paid basic carman (Car Repairer) rate at point employed.

RULE 72 (Continued)

Differentials for Carmen

(f) The Leadman Welder shall receive 20 cents differential per hour above rate paid carman welder at point employed.

(g) The following positions shall receive 4.4 cents differential per hour above minimum rates paid the basic carman (Car Repairer) rate at point employed:

Painter, First Class
Carpenter, First Class
Mill Men, First Class
Saw Filer
Upholsterer

(h) The differential currently paid to Air Brake Rackmen will be increased from 4.4 cents to 8.4 cents per hour. A differential allowance of 8.4 cents per hour will be paid to Carmen assigned to 'write up' and 'billing' assignments at Proctor.

V. ELECTRICAL WORKERS' SPECIAL RULES

RULE 73

Qualifications

Any man who has served an apprenticeship or who has had three 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 74

Classification of Work

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors, and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, and signal equipment, installing and repairing all inside and outside telegraph and telephone equipment except when done by linemen, 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; installing and repairing all telegraph, telephone and electric pole lines and service wires either overhead or underground and all work in connection therewith except when done by linemen; including steam and electric locomotives, passenger trains, motor cars, electric tractors and trucks; telephone, telegraph and electric cable splicing; high tension power house and substation operators, high tension linemen, electric crane operators, and all other work generally recognized as electricians' work.

RULE 75

Classification of Linemen's Work

Linemen's work shall consist of the building, repairing and maintaining of pole lines and supports for service wires and cables; overhead and underground, together with their supports; all outside wiring in yards and other work generally recognized as linemen's work not provided for in Rule 74.

RULE 76

Classification of Groundmen's Work

Groundmen's work shall consist of work generally recognized as such in assisting cable splicers, equipment installers, district linemen and linemen. They will not be required to climb poles.

RULE 77

ELECTRICIAN APPRENTICESHIP TRAINING PROGRAM

Regular and Helper Apprentices

ELIGIBILITY -

Candidates for Electrician Apprentice must meet company employment standards with respect to age, mental ability, dexterity, and physical condition. Apprenticeships are open to all candidates meeting these standards, regardless of race, creed, religion or nationality. Present company employees who meet established standards will be given first preference in selecting apprentices. Company standards of selection will be made known to the Union's General Chairman upon request.

Helpers or groundmen must have not less than two years' experience as helpers or groundmen in their craft on the division where employed at the time selected for helper apprenticeship. In selecting helper apprentices, seniority and ability will govern and all selections will be made in conjunction with the local committee of the craft involved. Helper apprentices will serve six periods of 1,040 hours, overtime excluded. They shall retain their seniority rights as a helper or groundman during their apprenticeship but will not be permitted to exercise their seniority so long as they can hold a position as helper apprentice.

NUMBER -

The number of apprentices in training will be governed by the company's future requirements for electricians. If the number of apprentices exceeds the electrician-to-apprentice ratio stipulated in the current shopcraft agreement, it is understood that the company will not furlough any electrician until such time as the apprentice

RULE 77 (Continued)

ELECTRICIAN APPRENTICESHIP
TRAINING PROGRAM
Regular and Helper Apprentices

Number (continued)

ratio has been adhered to. It is understood that any increase in the number of apprentices over that stipulated in the agreement will be discussed with the General Chairman of the craft.

INSTRUCTION REQUIREMENTS -

1. Regular apprentices and helper apprentices will be required to complete 6,240 hours of on-the-job instruction as prescribed by the company. (Time lost due to personal injury on the job will not be deducted in computing on-the-job time toward the completion of apprenticeship training.) An individual having two years electrical schooling at an accredited vocational school or previous applicable training or experience equivalent thereto may be hired as a helper apprentice. This does not preclude the hiring of regular apprentices.
2. The company may require apprentices to complete 192 hours of off-the-job instruction per year for three years in approved job related courses.
3. An apprentice may be discharged at any time during the apprenticeship training program for failure to maintain satisfactory progress in his off-job training courses.

RULE 77 (Continued)

ELECTRICIAN APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

COST OF TRAINING -

1. The cost of approved textbooks and tuition for off-the-job training will be borne by the company so long as an apprentice maintains his status, or, in the case of an apprentice upgraded to electrician, until such time as his off-the-job training is completed. In the event an apprentice leaves the service of the company prior to completion of his training program, it is understood that he will either return any textbooks which have been furnished by the company, or he will reimburse the company for these books.
2. An apprentice who is required to work away from his home point will be reimbursed for transportation cost to attend apprentice training classes at the applicable rate per mile.

GENERAL -

1. Apprentices will not be permitted to work together as partners.
2. Apprentices will not be assigned to the use of welding equipment during the first two periods of their apprenticeship.
3. An apprentice will not be assigned to work on a night shift unless otherwise agreed to between the Carrier and the General Chairman.
4. An apprentice will not be permitted to work overtime unless there are no electricians available for this overtime.

RULE 77 (continued)

ELECTRICIAN APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

General (continued)

5. Electrician apprentices include regular and helper apprentices in connection with the work defined in Rules 73 and 74.
6. An employee who is employed as an electrician helper who subsequently becomes an apprentice and employees hired as an apprentice will be compensated at the helper apprentice rate that is applicable.

COMPLETION -

1. All apprentices will be given every opportunity possible to secure a complete knowledge of the trade, and when their apprenticeship is completed, they will be furnished a certificate of indenture, certifying that apprenticeship has been served.
2. If within the first half of his service as an apprentice or helper apprentice, such apprentice or helper apprentice does not show satisfactory progress or aptitude in learning the trade, he shall not be retained as an apprentice or helper apprentice.
3. An apprentice or helper apprentice as of the date of completion of his apprenticeship shall be granted an electrician's seniority date as of the date he started as an apprentice or helper apprentice.

RULE 77 (continued)

ELECTRICIAN APPRENTICESHIP
TRAINING PROGRAM

Regular and Helper Apprentices

Completion (continued)

4. An apprentice who completes his apprenticeship during the course of any day will be permitted to finish the day and will be paid therefor in accordance with Rule 13.
5. Overtime hours worked by apprentices will apply toward completion of their apprenticeship.
6. Nothing in this agreement shall be construed to guarantee an apprentice or a helper apprentice a position as electrician upon completion of his apprenticeship, and it does not preclude the hiring of qualified electricians. Electricians so hired will be governed by the above seniority provisions.

RULE 78

Upgrading Agreement -
Electrical Workers

(a) When new jobs or vacancies occur due to the increase of forces, or because of mechanics leaving the service, and no mechanics are available for service on the division where the new positions or vacancies occur, the Railway Company may promote apprentices or helpers as outlined below. The men promoted will not lose their seniority as apprentices or helpers nor will they accumulate seniority as mechanics except as hereinbelow provided for.

(b) No promotion of apprentices, helper apprentices or helpers will be permitted as long as qualified mechanics are available for hire when needed.

(c) Promotion to mechanics will be on the following basis:

(1) Regular apprentices who have served two years of their apprenticeship and helper apprentices who have served one year of their apprenticeship will be promoted first in seniority order.

(2) If there are not sufficient regular apprentices and helper apprentices to fill new jobs or vacancies, helpers who have had two or more years service as helpers will be next promoted in seniority order.

NOTE: It is understood that apprentices and helpers will not be compelled to accept promotion.

(d) Apprentices and helpers who are promoted under the provisions of this agreement will be paid the rate of pay for work performed as provided for in the current Shop Crafts' Agreement.

RULE 78 (continued)

Upgrading Agreement -
Electrical Workers

(e) Apprentices (regular or helper) promoted to electricians shall retain their seniority as apprentices (regular or helper) until granted seniority as electricians. Such employees may exercise such apprentice (regular or helper) seniority rights only at such times as they are unable to work as promoted apprentices due to a reduction in force of promoted apprentices.

(f)(1) A helper promoted to electrician will not establish seniority as a mechanic until he has qualified under the provisions of Electrical Workers' Special Rules of the Master Agreement. Such employee will retain his seniority as a helper until such time as he becomes qualified as a mechanic after the performance of accumulated service of 6,240 hours as a mechanic. Upon completion of 6,240 hours' service, such employee will be considered a mechanic and if retained in service as a mechanic, he shall forfeit all helper seniority rights and he will commence acquiring seniority as a mechanic in accordance with the provisions of the Master Agreement.

(f)(2) Helpers promoted to electricians shall retain their seniority as helpers until granted seniority as electricians. Such employees may exercise such helper seniority rights only at such time as they are unable to work as promoted helpers due to a reduction in force of promoted helpers.

(f)(3) A helper who elects to retain his seniority and work as a helper, cannot again be promoted, but may be hired as a mechanic on any date subsequent to the completion of 6,240 hours of service as a promoted helper.

RULE 78 (continued)

Upgrading Agreement -
Electrical Workers

(f)(4) Overtime hours worked as an upgraded mechanic will apply toward completion of the 6,240 required hours, for regular or helper apprentices.

(g)(1) When qualified mechanics are available for hire and such mechanics meet Company employment requirements, they will be employed displacing promoted apprentices or helpers in the reverse order of their temporary promotion to mechanic.

(g)(2) When forces of upgraded men are reduced, the reduction shall be made in the reverse order of their temporary promotion to mechanic.

(h) Promoted apprentices and helpers will be placed on the promoted list and may use their promoted date to assign themselves in accordance with such date.

RULE 79

Helpers

Employees regularly assigned as helpers to assist electrical workers and apprentices and to perform such battery work as may be agreed upon locally as being helpers' work.

RULE 80

Mechanics-In-Charge

1. Mechanics-in-Charge, Signal and Electrical Crews

Mechanics-in-charge will supervise the work of the electrical workers anywhere on the division they hold seniority and will be allowed to perform work of the electrical workers' craft provided the crew does not exceed three mechanics. A ratio of not more than one apprentice for each mechanic may be assigned to the crew. The assignment of helpers to the crew will not be considered a breach of the crew consist.

Overtime for mechanics-in-charge shall be allocated on the basis of the shop overtime list.

The mechanic-in-charge positions shall be filled in accordance with the provisions of Rule 15; however, the successful applicant must have the following qualifications and be able to perform the following duties:

(a) Mechanic-in-charge (Signal Crew)

(1) Must have working knowledge of signal construction, methods, plans and circuits, and ICC rules and tests pertaining to signals.

(2) Must be a proficient, willing climber for pole line work.

(3) Must hold a valid motor car operator's permit.

(4) Must be thoroughly familiar with signal equipment and facilities on the property.

RULE 80 (Continued)

Mechanics-In-Charge

(5) Must know company safety rules and their application to signal construction and maintenance.

(6) Must demonstrate ability to lead and supervise men during trial period.

(b) Mechanic-in-charge (Electrical Crew)

(1) Must hold a valid Minnesota Journeyman Electrician license.

(2) Must be proficient, willing climber for pole line work.

(3) Must hold a valid motor car operator's permit.

(4) Must be thoroughly familiar with electrical equipment and facilities on the property.

(5) Must know company safety rules and their application to electrical construction and maintenance.

(6) Must demonstrate ability to lead and supervise men during trial period.

2. Mechanic-in-Charge (Ore Docks and Pellet Storage Facility)

The mechanic-in-charge will supervise the work of electrical workers at the Duluth ore docks and taconite storage facility and will be allowed to perform work of the electrical workers craft.

Overtime for this position will be allocated on the basis of the ore dock overtime list.

RULE 80 (Continued)

Mechanics-In-Charge

Applicants for this position will be considered on the basis of qualifications and seniority, qualifications to be the first consideration. Selection and assignment will be made by the management after consultation with the General Chairman.

(a) Qualifications for the Mechanic-in-charge position are as follows:

(1) Must be a proficient willing climber for pole line work.

(2) Must be thoroughly familiar with electrical equipment and facilities at the ore docks and pellet storage facility.

(3) Must know company's safety rules and their application to electrical construction and maintenance.

(4) Must demonstrate ability to lead and supervise men during trial period.

(b) They must perform the following duties:

(1) Plan work with Maintenance Supervisor.

(2) Assign work to electricians.

(3) Supervise electricians and schedule work seeing that maintenance work progresses according to schedule.

(4) Insure that all necessary light replacements are made by shift electricians.

RULE 80 (Continued)

Mechanics-In-Charge

- (5) Inform maintenance supervisor of material required by electricians.
- (6) Order janitor's supplies for electrical shop.
- (7) Check safety supplies and equipment.
- (8) Assist electricians in the performance of electrical work as required.
- (9) Keep overtime list up to date and review time cards of crew members.
- (10) Other duties as assigned.

RULE 81

Lineman-In-Charge

The Lineman-in-Charge will supervise the work of the Communication line crew anywhere on the system.

Overtime shall be allocated on the basis of the shop overtime list.

These positions shall be filled in accordance with the provisions of Rule 15; however, the successful applicant must have the following qualifications and be able to perform the following duties:

- (1) Must have working knowledge of communication line construction, methods, plans and circuits.
- (2) Must be a proficient, willing climber for pole line work.
- (3) Must hold a valid motor car operator's permit.
- (4) Must know company safety rules and their application to communication line construction and maintenance.
- (5) Must demonstrate ability to lead and supervise men during trial period.

RULE 82

Differentials For Electricians

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

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

(c) The mechanic-in-charge position shall be compensated an additional 33 cents per hour above the basic mechanic's rate of pay.

(d) The lineman-in-charge position shall be compensated an additional 33 cents per hour above the basic lineman's rate of pay.

(e) The leadman-electrician position at the Proctor diesel house shall receive 20 cents differential per hour above that of the basic electrician's rate of pay (Electrician First Class).

(f) The welder-electrician position shall receive 8.4 cents differential per hour above that of the basic electricians' rate of pay (Electrician First Class).

RULE 83

Signal Maintainers

(a) Signal Maintainers SHALL NOT BE ENTITLED to additional compensation when required to perform service on either their regularly assigned signal territory or on an adjacent signal territory assigned to another maintainer, between the hours of 7:00 a.m. and 3:30 p.m. during their regular work week or their standby day.

(b) Signal Maintainers SHALL NOT BE ENTITLED to additional compensation when required to perform service on their regularly assigned signal territory between the hours of 3:30 p.m. and 7:00 a.m. during their regular work week or their standby day.

(c) Signal Maintainers SHALL BE ENTITLED to additional compensation in accordance with schedule rules when required to perform service on an adjacent signal territory, assigned to another maintainer, between the hours of 3:30 p.m. and 7:00 a.m. during their regular work week or their standby day.

(d) Signal Maintainers SHALL BE ENTITLED to additional compensation in accordance with schedule rules when required to perform service on their regularly assigned rest day.

(e) When it is impractical for two Signal Maintainers to stand by for one another, each such maintainer shall be assigned a work week of Monday through Friday with Saturday as a standby day and Sunday off.

(f) Where two Signal Maintenance territories on the same division are adjacent and it is practical for the employees incumbent to the Signal Maintainers position on these territories to stand by for one another, the assignments of such employees shall be as follows:

RULE 83 (Continued)

Signal Maintainers

(1) One assignment shall be bulletined to work regularly Monday through Friday with Saturday off and every other Sunday shall be a standby day. On Monday, the incumbent of such position will work his regular assignment and will be available for all trouble calls on the adjacent signal territory. On the standby day, the incumbent will be available for all trouble calls on his assigned signal territory and the adjacent signal territory. This will provide the incumbent of such position Saturday and Sunday off one week and Saturday off the following week.

(2) The other assignment shall be bulletined to work regularly Tuesday through Saturday with Monday off and every other Sunday shall be a standby day. On Saturday, the incumbent of such position will work his regular assignment and will be available for all trouble calls on the adjacent signal territory. On the standby day, the incumbent will be available for trouble calls on his own assigned signal territory and on the adjacent signal territory. This will provide the incumbent of such position Sunday and Monday off one week and Monday off the following week.

(g) Where three signal maintenance territories on the same division are adjacent, and it is practical, the employees incumbent to the Signal Maintainers' positions on these territories shall provide standby service on Saturday and Sunday each third week on all three signal territories on a rotating basis. Each such employee will be assigned, by bulletin, to a work week of Monday through Friday and will stand by for trouble on his own territory and the adjacent two territories on Saturday and

RULE 83 (Continued)

Signal Maintainers

Sunday every third week. This will provide the incumbents of such positions with Saturday and Sunday off on two consecutive weekends.

It is understood that the rest day provisions contained in this agreement may be cancelled upon thirty-day notice by either party and, if cancelled, signal maintainers will revert to rest day assignments outlined in Memorandum of Understanding dated February 8, 1952.

RULE 84

Assignments in the Communications Department

In the Communications Department, one-half of the monthly paid Communications Department employees may be assigned to work Monday through Friday and the other half Tuesday through Saturday. Under this arrangement, one-half of the crew will work Monday through Friday for a two week period and the other half of the crew will work Monday through Friday the next two week period. The employees whose work week begins on Tuesday will be called for any emergency work to be performed on Sunday.

NOTE: When employees are temporarily transferred from the Electrical Department to the Communications Department, paragraph 'g' of Rule 15 will apply. The employees involved will work the hours of the Communications Department and be subject to the rules that govern employees in the Communication Department.

RULE 85

Allowance - Overhead Shop Cranes

Operators of overhead shop cranes will be allowed fifteen minutes per day at the straight time rate when required to oil cranes outside of and in addition to their regular eight hour assignment.

RULE 86

General Lamp Replacement

General lamp replacement work, and general cleaning of lighting fixtures, in the Proctor and Two Harbors shops, and buildings adjacent thereto, will be performed by employees of the electricians' craft.

It is understood, however, that nothing herein shall be construed as prohibiting others from replacing lamps on shifts where no employees of the electricians' craft are on duty, or prohibiting any employees at any time from replacing lamps over benches, machines, or other work places, where such replacement may be considered necessary to the safety of employees or the public, or to avoid delay to work.

It is also understood that any cleaning of lighting fixtures which can be performed without the use of ladders, except those on Thompson hangers, may be assigned to other than employees of the electricians' craft.

RULE 87

Field Maintenance - Signal

Field maintenance work on the signal interlocking system in the Taconite Junction territory involving five signals and two power switches on the Duluth, Missabe and Iron Range Railway and one signal and no power switches on the Burlington Northern, will be done by the Burlington Northern signal maintainer. Any future changes in the foregoing will cause this rule to be reopened for further negotiations between the Carrier and the General Chairman.

RULE 88

Handling Storage Batteries

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

RULE 89

Tools

It is agreed that the Company will furnish the following American made hand tools to Electricians and Electrician Apprentices subject to the following conditions:

1. The Company will have the right of inspection and the employee will be held accountable for all tools supplied by the Company. Failure to account for tools supplied may be grounds for disciplinary action. Any employee reporting for work without his tools may be sent home and suffer pay loss for time spent in securing tools.
2. Any tool lost by the employee must be replaced in kind by the employee at his expense.
3. The Company will replace all worn-out and broken tools which are turned over to the supervisor.

Tool List

Screw Drivers -

- One (1) Phillip 3" #1 bit
- One (1) Phillip 6" #3 bit
- One (1) Stub
- One (1) Heavy duty 10" blade
- One (1) Medium 6" blade
- One (1) Angle Screwdriver
- One (1) Slim line 6" blade
- One (1) Starter screwdriver

RULE 89 (Continued)

Tools

Pliers -

- One (1) 8" Klein pliers (lever-matic cutting edge)
- One (1) 6" diagonal cutters
- One (1) 6" Needlenose
- One (1) Channel Locks (standard) plastic plier handles 6", 8"

Wrenches -

- One (1) set Long Allen wrenches
- One (1) set adjustable wrenches - 4", 6", 8", 10", 12"

Miscellaneous -

- One (1) hack saw frame and blades
- One (1) Klein wire stripper

NOTE: Minor adjustments may be made by Supervisor of each section.

VI. FIREMAN AND OILERS SPECIAL RULES

RULE 90

Classification of Work - Firemen and Oilers

The work of employees in the Power Plant, Locomotive Handling, Preparatory and Common Labor Forces covered by this Agreement consist of the following and such positions will be filled by employees holding seniority on the Power Plant, Locomotive Handling, Preparatory and Common Labor Forces seniority rosters in accordance with the terms of this Agreement.

Power Plant Force:

All classes of steam power plant engineers including:

1. Chief Engineers
2. First Class Engineers
3. Second Class Engineers
4. Special Engineers

Locomotive Handling and Preparatory Forces:

1. Composite Fire Cleaners
2. Composite Fire Cleaner Helpers
3. Hoisting and Crane Engineers (wrecking service excluded)
4. Outside Hostlers (Iron Range Division)
5. Inside Hostlers (Iron Range Division)
6. Outside Hostler Helpers (Iron Range Division)
7. Inside Hostler Helpers (Iron Range Division)
8. Hostler Helpers (Missabe Division)
9. Sandhouse Man

Common Labor:

All common labor in connection with the operation of Steam Power Plants, Roundhouses, Shops and Mechanical Operations in Yards.

RULE 91

Stationary Engineers

(a) To be considered an applicant for a stationary engineer's position, an employee must possess the grade of license required of the position to be filled.

(b) Advancement in the positions of stationary engineers will be contingent upon having the proper grade of license and when a position requiring a certain grade of license becomes vacant and cannot be filled by an employee in the power plant or the locomotive handling and preparatory force groups, the Carrier may look elsewhere for men so qualified.

(c) In order to have properly licensed employees to fill vacancies, employees entering service must advance themselves as rapidly as the State of Minnesota Boiler Inspection Rules and Regulations permit from the grade of license required to fill the vacancy to the next succeeding grade of license up to and including the first class grade A license. Except by agreement between the parties, employees failing to qualify for the next higher grade of license after having had the required actual experience, plus six additional months, will be considered as having failed to qualify for any stationary engineer's position. An employee thus disqualified will lose his position as stationary engineer and must take whatever position may be open in his craft. This supersedes Rule 121 of the Agreement effective October 1, 1959.

(d) Composite fire cleaners having required grade of stationary engineers' license will receive composite fire cleaners' rate or stationary engineers' rate, whichever is higher, when assigned to perform duties of stationary engineers.

RULE 91 (Continued)

Stationary Engineers

(e) The Chief Engineer in the Proctor Roundhouse Power Plant will receive 25 dollars per month additional for supervisory duties.

(f) Stationary engineers in charge of operating generators and switchboards will receive a six cent per hour differential over their base rate.

(g) The Company will pay the cost of obtaining and maintaining a stationary engineer's license for not more than 25 Firemen and Oilers.

RULE 92

Hostler Helpers

(a) An employee who has been or is a qualified hostler helper who is forced to a hostler helper position because he is the junior qualified employee will protect hostler helper assignments for a period of nine months in the aggregate. Such employee may bid off such position if a junior qualified employee is available or after the expiration of nine months in the aggregate as hostler helper. If he is unable to secure a position on bid, he may displace any junior employee holding a position he bid on during the nine month period.

This agreement does not preclude the use of a junior qualified hostler helper in filling temporary vacancies.

(b) It is agreed that effective August 1, 1975, the rate of pay of hostler helpers will be increased ten cents per hour, from \$4.63 to \$4.73 per hour.

VII. SUPPLEMENTS

SUPPLEMENT NO. 1

Vacations

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 6, 1978 and December 7, 1981 for Boilermakers & Blacksmiths, December 11, 1981 for Carmen, December 11, 1981 for Electricians and January 11, 1982 for Firemen and Oilers.

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

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

(b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than 110 days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 110 days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two of such years, not necessarily consecutive.

SUPPLEMENT NO. 1 (continued)

Vacations

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 100 days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 100 days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 100 days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 100 days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than 100 days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 100 days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.

SUPPLEMENT NO. 1 (Continued)

Vacations

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

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

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

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

SUPPLEMENT NO. 1 (Continued)

Vacations

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar days with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

SUPPLEMENT NO. 1 (Continued)

Vacations

(1) An employee who is laid off and has no seniority date and no rights to accumulate seniority who renders compensated service on not less than 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 to his employing officer; a copy of such request to be furnished to his local or general chairman.

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

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

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

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

(From Article III - Vacations - Section 3 of 10-7-71, 2-11-72 and 5-12-72 Agreements, where applicable)

SUPPLEMENT NO. 1 (Continued)

Vacations

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.

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

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

(From Sections 4(a) and 4(b)
of 12-17-41 Agreement)

5. Each employee who is entitled to vacation shall take same at the time assigned and, while it is intended that the vacation date designated will be adhered to so far as practicable, the Management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten 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.

SUPPLEMENT NO. 1 (Continued)

Vacations

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

(From Section 5 of 12-17-41 Agreement)

Such employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

(From Article 1 - Vacations - Section 4 of 8-21-54 Agreement))

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after his return from vacation, the carrier shall not be required to protect such relief worker.

(From Section 6 of 12-17-41 Agreement)

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

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

SUPPLEMENT NO. 1 (Continued)

Vacations

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this Agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this Agreement.

(d) An employee working on a piecework or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen different days.

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

(From Section 7 of the 12-17-41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including 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

SUPPLEMENT NO. 1 (Continued)

Vacations

qualified therefor under Article I. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

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

10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

SUPPLEMENT NO. 1 (Continued)

Vacations

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

(From Section 10 of 12-17-41 Agreement)

11. While the intention of this Agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the Management consents thereto.

(From Section 11 of 12-17-41 Agreement)

12. (a) Except as otherwise provided in this Agreement, a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provisions 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.

SUPPLEMENT NO. 1 (Continued)

Vacations

(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 sixty days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(From Section 12 of 12-17-41 Agreement)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for 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.

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

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this Agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee

SUPPLEMENT NO. 1 (Continued)

Vacations

shall be final and binding upon the parties to such dispute or controversy.

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

(From Section 14 of 12-17-41 Agreement)

15. Except as otherwise provided herein, this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one year from January 1, 1973, and continue in effect thereafter, subject to not less than seven months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Article III - Vacations -
Section 2 of 10-7-71, 2-11-72
and 5-12-72 Agreements, where
applicable)

SUPPLEMENT NO. 1 (Continued)

Vacations

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

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

(From Article 1 - Vacations - Section 6
of 8-21-54 Agreement)

NOTE 1. If, as of the last day worked prior to retirement, an employee is entitled to any vacation or vacation payment for the year of retirement or thereafter, he may waive all or part of such payment. Any such waiver shall extinguish any and all obligation of the Company with respect to the payment waived.

(9-27-63)

SUPPLEMENT NO. 1 (Continued)

Vacations

NOTE 2. The Carrier will allow six firemen and oilers to take summer vacations during each month of the summer months between May and October. The above may be increased proportionately in the future, dependent upon prevailing circumstances.

(Local Agreement 1-20-66)

NOTE 3. The Carrier will allow one additional Electrical Worker to take a summer vacation during each month of the summer months between May and October. The above may be increased proportionately in the future depending on requirements of the service.

(Local Agreement 4-24-70)

NOTE 4. The Carrier will allow no more than nine Carmen to take summer vacations during each week of the summer months between May and October. The above may be increased proportionately in the future, dependent upon prevailing circumstances.

(Local Agreement 3-26-69)

NOTE 5. Commencing with vacations earned in 1978 which will be due in 1979, employees entitled to vacations under the provisions of the National Nonoperating Vacation Agreement of December 17, 1941, as amended, will be permitted to schedule their vacations in one week segments.

(Local Agreement 9-1-78 with the Brotherhood of Railway Carmen)

SUPPLEMENT NO. 2

Union Shop - Dues Deduction

IT IS AGREED

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty (60) calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty (30) days within a period of twelve (12) consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

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 (30) 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 (30) 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 (35) calendar days from date of their return to such service.

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

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

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

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

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 or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization, therefore, claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the Carrier and the Organizations involved and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified 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 facts that he has failed to comply with the terms of this agreement, shall, within

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified 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 (10) 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 or Certified 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 (30) 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 (20) 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 or Certified Mail, Return Receipt Requested.

If the decision is that the employee has

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty (20) 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 or Certified 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 (10) 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 or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) 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 or Certified 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 (20) 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 (10) calendar days from the date of the decision, the

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

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 (10) calendar days from the date decision is rendered by the neutral person.

(c) If within ten (10) 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 or Certified 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 (30) 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 or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees,

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

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.

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,

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

retain such employee in service under the provisions of this section for a period in excess of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) 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 sixty (60) or ninety (90) day

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

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 carriers 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 noncompliance with any part of this agreement.

Section 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the Organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

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 noncompliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

Section 10

1. The provisions of this agreement at any time shall have application only to employees in those crafts or classes for which at such time the Organization is the recognized and duly accredited collective bargaining representative on the property of the Carrier, and, if at any time, the Organization no longer represents any craft or class of employees on the property of the Carrier, this agreement immediately shall terminate.

2. In accordance with and subject to the terms and conditions of this deduction agreement, the Carrier will deduct, from the second half month's wages due to each employee from whom it receives a valid written wage assignment as described herein in paragraph 3, an amount each month during the continuance in effect of the assignment which shall be equal to the amount to be paid by such employee to the Organization for initiation fees, dues, and assessments (not including fines and penalties) uniformly required as a condition of acquiring and maintaining membership in such Organization.

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

3. No such deduction as specified in paragraph 2 shall be made except from the wages of an employee who has executed and delivered to the Carrier a written wage assignment, authorizing the Carrier to withhold such amounts and pay them to the officers designated in writing by the Organization. Such assignment shall be executed on a form the language of which shall be identical with that appearing in "Attachment A" which is attached hereto and made a part hereof and shall be revocable in writing by the employee within fifteen (15) days after the end of the calendar year, but if the employee does not so revoke the assignment, it shall be considered as reexecuted. The reexecuted assignment shall continue in full force and effect for a period of one year, and shall be considered as reexecuted from year to year unless and until the employee shall execute the revocation form within fifteen (15) days after the end of any such calendar year, or unless this agreement is terminated. The revocation shall be executed on a form the language of which shall be identical with that appearing in "Attachment B" which is attached hereto and made a part hereof. Any such assignment automatically shall expire upon termination of the employment of the maker thereof or termination of his membership in the Organization. The forms to be used for wage assignment and revocation, and the deduction lists referred to herein in paragraph 4, shall be furnished as necessary by the Organization to the employees, without cost or obligation to the Carrier. The assignment and revocation forms shall be printed on five-inch by seven-inch cards of white index stock, not less than ninety pounds in weight. The Carrier shall have no responsibility or obligation whatsoever in connection with the procurement of the execution of said forms by the employees.

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

4. Individual wage assignments to be effective must be in possession of the proper officer of the Company at least thirty (30) days in advance of the first payroll deduction scheduled for that individual. The officers designated by the Organization shall provide the Carrier with deduction lists certified as to their correctness. Such deduction lists shall remain in effect until changed by the submission of a subsequent list but dues deduction amounts may not be changed more often than once every three months. The deduction lists shall be submitted on the form attached hereto and made a part hereof and marked "Attachment C." No deduction will be made for any employee for whom an entry on the deduction lists is incomplete, illegible, or otherwise doubtful. All entries, to be considered complete must specify the employee's number assigned by Carrier, employee's name, and the amount to be deducted from the wages of such employee. The employees whose names are contained in such deduction lists shall in all cases be employees who have executed wage assignments which either have been delivered to the Carrier previously or are delivered with the deduction lists, and which remain unrevoked as of the delivery date. The Carrier will honor wage assignments and revocations of wage assignments received directly from the employee.

5. Deductions as provided for herein will be made by the Carrier from wages due to employees for the last half of the month, and the Carrier will remit check payable to the officer designated by the General Chairman, the amount which corresponds to the total of all deductions properly authorized. Such remittance checks shall be mailed to the designated representative on or before the fifteenth day of the month following the month in which the deductions are made. With each remittance check, the Carrier will furnish

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

uniform alphabetical deduction lists (Attachment D), in triplicate by local lodge. Such lists will include the employee's name, social security number or payroll identification number and the amount of union dues deduction from the pay of each employee.

Deductions will be made by the Carrier only from regular wage payments due to employees and not from special payroll payments or time checks. No deductions will be made in any month from wages of an employee member in any lodge for which the wage assignments are not received by the Carrier's designated representative at least thirty (30) days in advance of the first payroll deduction scheduled for that individual or if the earnings of the individual will not permit the full amount of deduction, no deduction will be made for that month. No deductions will be accumulated or carried over from month to month for any reason whatsoever. No deductions will be made for purposes other than the payment of initiation fees, dues, and assessments, and no more than one deduction will be made for any employee in any month.

In any instance in which the Carrier commits an error in the amount of any deduction withheld from any employee's wages, the Carrier may adjust such mistake directly with the employee. In the event of any mistake by the Carrier in the amount of its remittance to the designated representatives of the Organization, if such mistake is not otherwise adjusted prior to the dispatch of the remittance for the following month to such representatives, the Carrier will be permitted to adjust the amount of such succeeding remittance to correct the mistake. The Carrier's liability for any and all amounts deducted pursuant to this Agreement shall terminate at the time it mails its checks for the amounts of such deductions,

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

properly addressed, to the designated representative of the Organization.

6. No deduction for initiation fees, dues or assessments will be made from the wages of any employee who does not have due to him for the second half of the month wages in an amount equal to or exceeding the sum to be deducted in accordance with this Agreement, after first deducting any amounts which may have been authorized for the following purposes:

Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the Carrier by the individual.

7. Responsibility of the Carrier under this Agreement shall be limited to dispatching to the Organization its checks for amounts actually deducted from the wages of employees. The Carrier shall not be responsible financially or otherwise, either to the Organization or to any employee, for any failure to make deductions or for making improper or inaccurate deductions, or remittances except for correction of mistakes in such deductions or remittances as set forth in Paragraph 5 herein. Any questions arising with respect to the making of the deductions, the amount thereof or the authorization therefor, shall be handled by the employee involved with the Organization, and any complaints against the Carrier in connection therewith shall be handled with the Carrier official designated by the Carrier on behalf of the employee concerned in conference arranged for this purpose.

8. No part of this or any other Agreement between the Carrier and the Organization shall

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation or misapplication of, or noncompliance with, any part of this agreement.

9. The Organization shall indemnify, defend, and save harmless the Carrier from any and all claims, demands, liability, loss or damage resulting from the Carrier entering into this Agreement, or resulting from the Carrier complying with, or acting in good faith in an attempt to comply with, the provisions of this Agreement.

Section 11

(a) 1. Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees voluntary political contributions upon their written authorization in the form (Individual Authorization form) agreed upon by the parties hereto, copy of which is attached, designated "Attachment E" and made a part hereof.

2. Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employee to the Brotherhood and the Carrier by Registered Mail, on the Payroll Deduction Revocation form (Attachment F). Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the dues deduction agreement.

SUPPLEMENT NO. 2 (Continued)

Union Shop - Dues Deduction

(b) The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement (Attachment G) by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement (Attachment H) showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

(c) Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck. Political contributions will follow dues deductions in priority. Deductions of less than \$1.00 will not be made.

(d) Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the officer of the Organization's Political League designated to receive same, together with a list (Attachment I), prepared in accordance with the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

(e) The requirements of this agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

WAGE ASSIGNMENT AUTHORIZATION

Social Security No. _____

Employee's Number _____

Print

Full Name _____
Last First M.I.

TO: DULUTH, MISSABE AND IRON RANGE RAILWAY CO.

I hereby assign to the _____

_____,
 representing _____,
 that part of my wages necessary to pay my periodic
 union dues, assessments, and initiation fees (not
 including fines and penalties) as reported and
 certified to the Company in deduction lists by
 the duly authorized individuals designated by the
 Organization, of which I am a member, as provided
 in the Deduction Agreement entered into by the

 representing _____,
 and Duluth, Missabe and Iron Range Railway Co. on
 _____ and I hereby authorize said
 Company to deduct from my wages all such sums and
 to pay them over to said authorized individuals
 in accordance with the terms of the Deduction
 Agreement. This assignment shall be revocable
 by me in writing on the prescribed form within
 fifteen days after the end of the calendar year.
 If I do not so revoke the assignment within said
 fifteen days, it shall be considered as reexecuted.
 The reexecuted assignment shall remain
 in effect for a period of one year and be con-
 sidered as reexecuted from year to year unless
 I shall execute a revocation in writing on the
 prescribed form within fifteen days after the
 end of any calendar year. Notwithstanding the
 above, this assignment shall automatically termi-
 nate upon the termination of my employment with
 the Duluth, Missabe and Iron Range Railway Com-
 pany or upon the termination of my membership
 in the Organization.

Date _____, 19__.

(Signature)

WAGE ASSIGNMENT REVOCATION

Social Security No. _____

Employee's Number _____

Print
Full Name _____
Last First M.I.

TO: DULUTH, MISSABE AND IRON RANGE RAILWAY CO.

I hereby revoke the Wage Assignment Authori-
zation now in effect assigning to the _____

representing _____

_____, that part of my wages necessary to
pay my periodic union dues, assessments, and
initiation fees and I hereby cancel the Authori-
zation now in effect authorizing the Duluth,
Missabe and Iron Range Railway Company to deduct
such periodic union dues, assessments and initia-
tion fees from my wages.

Date _____, 19__.

(Signature)

DEDUCTION LIST

Name of Organization

Sheet ____ of ____ Sheets
Deduction Code _____
Division _____

Date _____
Lodge _____
Location _____

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

Please deduct from earnings of each employee listed hereon for the second half of the month of _____, 19____, the amount shown opposite his name.

Signed _____

Title _____

<u>Line No.</u>	<u>Carriers Employee Number</u>	<u>Employee Name</u>	<u>Amt. to be deducted initially</u>	<u>Amt. to be deducted thereafter</u>
-----------------	---------------------------------	----------------------	--------------------------------------	---------------------------------------

1. _____
2. _____
3. _____
4. _____
5. _____

SUMMARY: Sheet No. 1 _____
Sheet No. 2 _____
Sheet No. 3 _____

TOTAL _____

MONTHLY LIST OF DEDUCTIONS

Date _____

Mr. _____
(Brotherhood Officer)

(Street)

(City and State)

Pursuant to the Check-Off Agreement between the _____ and _____, enclosed is a machine-produced list for Lodge _____ for the month of _____, 19____.

NAME			Soc. Sec. No. or Payroll ID No.	Ded. Acct.		No Deduction (Reason)
Last	First	MI		Mon- thly Dues	Init. or Asses- ment	

Total Deduction _____

(Carrier Officer)

Dues deducted from last pay period of _____ for _____ dues.
(Month) (Month)

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions

AND

SYSTEM FEDERATION NO. 7 -- RAILWAY EMPLOYEES'
DEPARTMENT OF THE A.F.L.-C.I.O.Employees Last Name First Name M.I.
(Print) _____

Employee's Social Security No.: _____

Employee's Home Address: _____

Number and Street Town State

Organization _____ Local Lodge No. _____

I hereby authorize and direct my employer, _____, to deduct from my pay the sum of \$ _____ for each month in which compensation is due me, and to forward that amount to the _____ Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the _____ (Organization) _____ Political League are not conditions of membership in the Union or of employment with the Carrier; that the Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months; and thereafter, I may revoke this authorization at any time by giving the Carrier and the Brotherhood 30 days advance written notice of my desire to do so.

Signed at _____
this _____ day of _____, 19_______
(Personal Signature)

PAYROLL DEDUCTION REVOCATION

Political League Contributions

Social Security No. _____

Employee No. _____

Print Full Name _____
Last Name First Name M.I.

TO: Duluth, Missabe and Iron Range Railway Co.

I hereby revoke the Payroll Deduction Auth-
orization now in effect assigning to the _____
Political League
(Organization)

a portion of my wages for the purpose of political
contributions.

Date _____, 19__

(Signature) _____

Lodge _____

INITIAL STATEMENT

_____ Political League
 (Organization)
 Date _____ Sheet _____ of _____ Sheets
 Lodge _____ Deduction Code _____
 Location _____ Division _____

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

Please deduct from earnings of each employee listed hereon for the second half of the month of _____, 19____, the amount shown opposite his name.

Signed _____
 Title _____

<u>Line No.</u>	<u>Carrier's Employee Number</u>	<u>Employee Name</u>	<u>Amt. to be Deducted Initially</u>	<u>Amt. to be Deducted Thereafter</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____
11.	_____	_____	_____	_____
12.	_____	_____	_____	_____
13.	_____	_____	_____	_____
14.	_____	_____	_____	_____
15.	_____	_____	_____	_____

SUMMARY: Sheet No. 1 _____
 Sheet No. 2 _____
 Sheet No. 3 _____

TOTAL _____

ADDITION AND DELETION STATEMENT

_____ Political League
 (Organization)
 Date _____ Sheet ____ of ____ Sheets
 Lodge _____ Deduction Code _____
 Location _____ Division _____

DULUTH, MISSABE AND IRON RANGE RAILWAY COMPANY

Please make the following additions to and deletions from the Initial Statement.

Signed _____
 Title _____

Line No.	Carrier's Employee Number	Employee Name	Amount	Add (or)	Delete
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____
15.	_____	_____	_____	_____	_____

SUMMARY: Sheet No. 1 _____
 Sheet No. 2 _____
 Sheet No. 3 _____

NET CHANGE _____

MONTHLY LIST OF DEDUCTIONS

_____ Political League
 Date _____

_____ Brotherhood Officer

_____ Street

_____ City State Zip Code

Pursuant to the Check-off Agreement between the Brotherhood and _____ enclosed is a machine-produced list for Lodge _____ for the month of _____, 19____.

	NAME			Soc. Sec. Acct. # or	Contri-	No Contri-
	Last	First	MI	Payroll ID	bution	bution (Reason)
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____	_____
8.	_____	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____	_____
11.	_____	_____	_____	_____	_____	_____
12.	_____	_____	_____	_____	_____	_____
13.	_____	_____	_____	_____	_____	_____
14.	_____	_____	_____	_____	_____	_____
15.	_____	_____	_____	_____	_____	_____

TOTAL DEDUCTION _____

Carrier Officer _____

Contributions deducted from last pay period of _____ for _____ contributions.
 (month) (month)

SUPPLEMENT NO. 3

Job Protection

Mediation Agreement - Case No. A-7030

ARTICLE I - Employee Protection

Section 1

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

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representative to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the Carrier within thirty (30) days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

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

Section 2

The protective benefits of the Washington

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

Job Protection Agreement of May, 1936 shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

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

Section 3

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

due to seasonal requirements, the layoff of temporary employees or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

Section 4

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

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

Section 5

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

"Section 6(a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except, however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of a position which he elects to retain, he shall thereafter be treated for the purpose of this section as occupying the position which he elects to decline.

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

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

6(c). Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve months in which he performed service immediately preceding the date of his displacement (such twelve months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6

Any employee who is deprived of employment

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

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

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance) based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

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

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

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

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

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

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation; or,

2. When the position he holds on his

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

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

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

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

7(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

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

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

7(i). If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation), his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

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

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

Section 7

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

"Section 9. Any employee eligible to

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

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

<u>Length of Service</u>	<u>Separation Allowance</u>
1 yr. & less than 2 yrs.	3 months' pay
2 yrs. & less than 3 yrs.	6 months' pay
3 yrs. & less than 5 yrs.	9 months' pay
5 yrs. & less than 10 yrs.	12 months' pay
10 yrs. & less than 15 yrs.	12 months' pay
15 years and over	12 months' pay

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

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

Section 8

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization,

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough, as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9

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

"Section 10(a). Any employee who is retained in the service of any Carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is, therefore, required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the Organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

10(b). If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

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

Section 10

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

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

1. If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case, the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall, in each instance, be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

he may have in the home and, in addition, shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

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

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

11(d). Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises, and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner:

One to be selected by the representatives

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

of the employees and the Carrier, respectively; these two shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree, then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11

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

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

Section 12

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

ARTICLE 11 - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article 11. In determining whether work falls within a scope rule or is historically performed and generally recognized within the meaning of this Article, the practices at the facility involved will govern.

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old and worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

Section 2 - Advance Notice - Submission of Data -
Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman, or his designated representative, will notify the carrier within ten (10) days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice, the carrier shall give such representative of the Organization at least ten (10) days advance notice of a conference to discuss the proposed action. If the parties are unable to reach an agreement at such conference, the carrier may, notwithstanding, proceed to subcontract the work, and the Organization may process the dispute to a conclusion as hereinafter provided.

Section 3 - Request for Information When No
Advance Notice Given

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Section 4 - Machinery for Resolving Disputes

Any dispute over the application of this rule shall be handled as hereinafter provided.

ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS

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

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

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

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

ARTICLE IV - OUTLYING POINTS

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

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

ARTICLE V - COUPLING, INSPECTION AND TESTING

(a) In yards or terminals where carmen in the service of the carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air,

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

signal and steam hose incidental to such inspection, shall be performed by the carmen.

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

(c) If as of July 1, 1974, a railroad had carmen assigned to a shift at a departure yard, coach yard or passenger terminal from which trains depart, who performed the work set forth in this rule, it may not discontinue the performance of such work by carmen on that shift and have employees other than carmen perform such work (and must restore the performance of such work by carmen if discontinued in the interim), unless there is not a sufficient amount of such work to justify employing a carman.

(d) If as of December 1, 1975, a railroad has a regular practice of using a carman or carmen not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform all or substantially all of the work set forth in this rule during a shift at such yard or terminal, it may not discontinue use of a carman or carmen to perform substantially all such work during that shift unless there is not sufficient work to justify employing a carman.

(e) If as of December 1, 1975, a railroad has a regular practice of using a carman not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform work set

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

forth in this rule during a shift at such yard or terminal and paragraph (d) hereof is inapplicable, it may not discontinue all use of a carman to perform such work during that shift unless there is not sufficient work to justify employing a carman.

(f) Any dispute as to whether or not there is sufficient work to justify employing a carman under the provisions of this Article shall be handled as follows:

At the request of the General Chairman of Carmen, the parties will undertake a joint check of the work done. If the dispute is not resolved by agreement, it shall be handled under the provisions of Section 3, Second, of the Railway Labor Act, as amended, and pending disposition of the dispute, the railroad may proceed with or continue its determination.

ARTICLE VI - RESOLUTION OF DISPUTES

Section 1 - Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railroad Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board" is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I and II of this Agreement, as amended, by the

SUPPLEMENT NO. 3 (Continued)

Job Protection
Mediation Agreement - Case No. A-7030

Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

Section 2 - Consist of Board

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

Section 3 - Appointment of Board Members

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

Section 4 - Location of Board Office

The Board shall have offices in the City of Chicago, Illinois.

Section 5 - Referees - Employee Protection and Subcontracting

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this Agreement. Such selections shall be made within 30 days from the date of the

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

signing of this Agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the thirty (30) days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within five (5) days after the receipt of such request.

Section 6 - Term of Office of Referees

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

Section 7 - Filling Vacancies - Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

In tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty (30) days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty (30) days after such meeting, he shall be appointed by the National Mediation Board.

Section 8 - Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9 - Submission of Dispute

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

Section 10 - Time Limits for Submission

Within sixty (60) days of the postmarked date of such notice, both parties shall send fifteen (15) copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

Section 11 - Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

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

Section 12 - Failure of Agreement - Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty (20) days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five (5) days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13 - Procedure at Board Meeting

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within fifteen (15) days after the appointment of a referee. The Board shall consider the written submission

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty (30) days from the date of such meeting.

Section 14 - Remedy

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

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

Section 15 - Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before

SUPPLEMENT NO. 3 (Continued)

Job Protection

Mediation Agreement - Case No. A-7030

which there shall be compliance with the Award. In the event an Award is in favor of a carrier, the Award shall include an order to the employee or employees stating such determination.

Section 16 - Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17 - Records

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

Section 18 - Payment of Compensation

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

Section 19 - Disputes Referred to Adjustment Board

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

(9-25-64)

SUPPLEMENT NO. 4

Jury Duty

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

1. An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
2. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty days in any calendar year.
3. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
4. When an employee is excused from railroad service account of jury duty, the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
5. Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
 - (a) ends within four hours of the start of his assignment;

SUPPLEMENT NO. 4 (Continued)

Jury Duty

or,

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

6. On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

SUPPLEMENT NO. 5

Payments to Employees Injured Under Certain Circumstances

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) Covered Conditions

This Article is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are

(1) deadheading under orders,

or

(2) being transported at Carrier expense.

(b) Payments to be Made

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of the Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

SUPPLEMENT NO. 5 (Continued)

Payments to Employees Injured
Under Certain Circumstances

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	150,000
Loss of Both Feet	150,000
Loss of Sight of Both Eyes	150,000
Loss of One Hand and One Foot	150,000
Loss of One Hand and Sight of One Eye	150,000
Loss of One Foot and Sight of One Eye	150,000
Loss of One Hand or One Foot or Sight of One Eye	75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical

SUPPLEMENT NO. 5 (Continued)

Payments to Employees Injured Under Certain Circumstances

or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within thirty (30) days after such accident, 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's

SUPPLEMENT NO. 5 (Continued)

Payments to Employees Injured
Under Certain Circumstances

personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et.seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt thereat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

SUPPLEMENT NO. 5 (Continued)

Payments to Employees Injured
Under Certain Circumstances

(e) Offset

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bear the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation

The Carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made as above provided, for covered accidents on or after January 1, 1972.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative, unless such employee, or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the various agreements,

(Employee or Personal Representative)
agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

SUPPLEMENT NO. 5 (Continued)

Payments to Employees Injured
Under Certain Circumstances

Savings Clause

This Article IV supersedes as of January 1, 1972, any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof, provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by December 1, 1971, elect to preserve in its entirety any existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

(Article IV of National Agreements dated 10-7-71, 2-11-72 and 5-12-72, where applicable)

SUPPLEMENT NO. 6

Medicare

Any employee or dependent who has attained age 65 shall be deemed to be covered by both Part A (Hospital Insurance Benefits for the Aged) and Part B (Supplemental Medical Insurance Benefits for the Aged) of Medicare as of the later of July 1, 1966 or the first day of the month in which the 65th birthday of such employee or dependent occurs, and the following shall apply to such employee or dependent:

1. To the extent the benefits of the Program are provided under Medicare Part A, they shall not be provided under the Program.
2. For any of the physicians services benefits of the Program (all of which are covered under Medicare Part B), or any hospitalization benefits of the Program covered under Medicare Part B, payment under the Program shall be 20% of the benefit which would otherwise be payable under the Program, except that the amount considered to be otherwise payable under the Program for physicians' services benefits, solely for the purpose of applying such 20%, shall be the reasonable charges of the physician.
3. For any month for which such employee or dependent is covered for the physicians' services benefits of the Program, the Company shall pay the charge required for Medicare Part B benefits up to \$3.00 per month for each such employee or dependent, except for any dependent whose charge is deducted from Railroad Retirement

SUPPLEMENT NO. 6 (Continued)

Medicare

or Social Security benefits. Such payment shall, if possible, be made direct to the Railroad Retirement Board or the Social Security Administration on behalf of such employees and dependents under arrangements to be developed with such agencies.

The Company shall take reasonable steps to inform employees of these provisions and the necessity for timely enrollment under both Part A and Part B of Medicare by any employee or dependent attaining the age for such enrollment.

This arrangement has been developed in the light of the specific provisions of the Medicare program, and shall not be regarded as any precedent with respect to the adjustment of the Program required by each insurance agreement because of benefits provided by law.

(6-15-66)

SUPPLEMENT NO. 7

Daylight Saving Time

In conformity with the law, all this Carrier's operations will be governed by daylight saving time during the period it is in effect.

In making these changes from standard time to daylight saving time and from daylight saving time to standard time, employees who actually work only seven hours as a result of the change to daylight saving time will be paid for eight hours, and an employee who actually works nine hours as the result of the return to standard time will be paid for eight hours.

(3-19-58)

SUPPLEMENT NO. 8

Supplemental Sickness Benefits

Supplemental sickness benefits will be provided in accordance with the terms of the National Agreement of May 9, 1973, and as amended January 1, 1979 and December 11, 1982 (Carmen); December 11, 1981 (Electricians); December 7, 1981 (Blacksmiths and Boilermakers); and January 11, 1982 (Firemen and Oilers).

SUPPLEMENT NO. 9

Moratorium

1. It is agreed that the changes in the Non-Contributory Pension Agreement and the Program of Insurance Benefits, as detailed in separate agreements dated July 22, 1981, Boilermakers and Blacksmiths; July 16, 1981, Carmen; July 20, 1981, Electricians; and July 24, 1981, Firemen & Oilers; shall become effective as specified therein, and except as hereinafter provided, both will continue in effect without change or modification until 11:59 p.m., July 31, 1986, and shall remain in effect thereafter until revised or terminated in accordance with the terms of the Railway Labor Act, as amended.

2. It is understood and agreed that the payment of, or provisions for, the benefits provided by Section 1 of these agreements is contingent upon the corporate action necessary to provide such benefits; the obtaining and/or retaining a ruling from the Commissioner of Internal Revenue that the cost of such benefits is a currently deductible expense under the Internal Revenue Code of 1954, as now in effect or as hereafter amended; or obtaining the approval of such other governmental agencies as may be required to establish the legal status of such benefits.

3. It is understood and agreed that since the basic intent of these agreements is to follow the national railroad pattern during the term of the agreements, except that any future changes in the II-J(R) Non-Contributory Pension Plan and/or the Program of Insurance Benefits that are adopted by other represented railroad employee groups participating therein will be available to the parties to these agreements; therefore:

(a) Neither party to the agreements will serve on the other party any notice to change any existing agreements or establish any new

SUPPLEMENT NO. 9 (continued)

Moratorium

agreement concerning rates of pay, rules or working conditions before August 1, 1986, except:

(1) Uniform notices served generally on railroads nationally, in which event, the parties agree to join in and be bound by any national settlement thereof. If, at any time in the future, the Boilermakers and Blacksmiths; Carmen; Electricians; Firemen and Oilers negotiates a national agreement which provides either insurance, health, welfare, and/or pension benefits, or in lieu thereof, increases in rates of pay or changes in rules or working conditions, the Company will not be obligated to place any such agreement in effect unless the cost of such agreement reaches and exceeds the cost of the insurance, health, welfare and pension plans then in effect. In the event the cost of such agreement exceeds the cost of the agreements covered by Item 1 of these agreements, the Company will be obligated to extend to the employees represented by the Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood Railway Carmen of United States and Canada; International Brotherhood of Electrical Workers; and International Brotherhood of Firemen and Oilers, only the difference in such costs.

(2) On or after August 1, 1984, the Union may request any changes made hereafter to the II-J(R) Non-Contributory Pension Plan and/or Program of Insurance Benefits that are made available to any other railroad group of represented employees participating in such plans.

SUPPLEMENT NO. 9 (continued)

Moratorium

(b) These agreements will remain in effect, without change, until August 1, 1986, and thereafter until changed or amended in accordance with the provisions of the Railway Labor Act, as amended. In the event any improvements to the II-J(R) Pension and/or Insurance Plan are granted pursuant to requests made under Section 3(a)(2) above, the date, August 1, 1986 wherever it appears in the agreements shall be extended by the amount of elapsed time occurring between August 1, 1981, and the date of such subsequent agreements improving said Pension and/or Insurance Plans.

SUPPLEMENT NO. 10

Pension and Insurance Agreements

A Pension Agreement and an Insurance Agreement, as amended on the following dates for the respective Organizations:

- July 16, 1981 - Carmen
- July 20, 1981 - Electricians
- July 22, 1981 - Boilermakers and Blacksmiths
- July 24, 1981 - Firemen and Oilers

are subjects of separate agreements.

SUPPLEMENT NO. 11

Pipefitters and Carmen Work

(a) Pipefitters will be called to perform all work covered by the Sheet Metal Workers' Classification of Work which may develop in the Proctor Car Shop, except that Carmen will be permitted to perform small incidental jobs necessary to the continuous operation of the Car Shop.

(b) Pipefitters will be called to perform the annual cleaning and repairing of the oil-pipe lines and heating furnaces in the Car Shop.

(c) Any major pipe job, steam or air, which may develop on coaches, and all necessary pipe work on coaches whenever they are shopped for general repair, as covered by the Sheet Metal Workers' Classification of Work, will be performed by Pipefitters.

(d) The practice now in effect of Carmen performing running repair work on coach heating, air signal and air brake systems, at Proctor, will be continued.

(e) The provisions of this agreement shall apply to the point of Proctor only.

(f) This understanding is intended only to settle a jurisdictional dispute between the two crafts named herein, and is not to be construed as affecting the rights or jurisdiction of any other craft.

SUPPLEMENT NO. 12

Military Leave - Apprentices

Any apprentice who leaves the service of the Duluth, Missabe and Iron Range Railway Company to enter the military service of the United States of America and who, following his release from military service, is eligible for reinstatement under the Universal Military Training and Service Act, returns to the service of the Duluth, Missabe and Iron Range Railway Company and completes his apprenticeship, will be given a Mechanics' seniority date as of the date he would have completed his apprenticeship had he not been absent in military service.

This agreement does not amend or change any agreement rules except to the extent stated herein.

SUPPLEMENT NO. 13

Leave Of Absence For Education
and Training - G.I. Bill

Employees returning to railway service after being released from military service may be granted leave of absence for the purpose of vocational rehabilitation or education and training under the Veterans' Re-adjustment Assistance Act of 1952 (G.I. Bill of Rights) and it is understood that:

- (a) An employee who is on such leave of absence for education and training or vocational rehabilitation is permitted to terminate his leave of absence and exercise his seniority according to schedule rules at any time that he terminates such vocational rehabilitation or education and training.
- (b) While on such leave of absence, the employee will not be permitted to exercise his seniority to displace any other employee in active service before his leave of absence expires.
- (c) During vacation from the educational or training institution which he is attending, the employee may temporarily return to active service provided by so doing he does not displace or take the place of any other employee on the roster.
- (d) Such employee may accept other employment during school vacations without forfeiture of seniority.
- (e) It is permissible for such employee to take other part-time employment while attending school, and this will not, in any way, have any effect on his leave of absence or seniority rights.

SUPPLEMENT NO. 13 (Continued)

Leave of Absence For Education
and Training - G.I. Bill

(f) An employee having terminated his leave of absence, as provided in paragraph (a), shall not again be eligible for leave of absence under this agreement, except by mutual agreement between the Management and the General Chairman of the craft.

(g) Copy of any leave of absence granted under the agreement will be furnished the General Chairman of the craft.

SUPPLEMENT NO. 14

Entry Rates -

Boilermakers and Blacksmiths - Carmen - Electricians

Section 1

Laborers, coach cleaners, helpers and upgraded mechanics will be paid as follows during their first 488 days of actual service; provided however, that this provision shall apply only to employees who enter service under agreements with the shop craft organizations:

(a) For the first 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA).

(b) For the second 244 days of service, such employees shall be paid 92% of the applicable rates of pay (including COLA).

NOTE: An employee will be credited with a "day of service" if he performs at least four hours of compensated service.

Section 2

When an employee has completed a total of 488 days of service in any shop craft position (or combination thereof) this Article will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Employees who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another carrier after the date of the Agreement shall be covered by this Article, as

SUPPLEMENT NO. 14 (continued)

Entry Rates -

Boilermakers and Blacksmiths -
Carmen - Electricians

amended. However, such employees will receive credit toward completion of the entry rate requirements for compensated service performed in such craft provided that such compensated service last occurred within one (1) year from the date of re-employment.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 488 days of service, this Article will be applicable during any portion of that period in which such lower rate is not applicable.

Section 3

The term "upgraded mechanics" as used in this Article is intended to apply to employees hired in an upgraded status without first establishing seniority as helper or apprentice, as well as those upgraded after entering service as a helper or apprentice.

(ARTICLE XI - ENTRY RATES - National Agreements -
12-7-81 - Boilermakers and Blacksmiths
12-11-81 - Carmen
12-11-81 - Electricians)

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a work week of Monday to Friday - off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister, stepparents or stepchildren?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister, stepparents or stepchildren. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

SUPPLEMENT NO. 15

Bereavement Leave

Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases, a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

This Article shall become effective thirty (30) days after the date of this Agreement except on such Carriers where the organization representatives may elect to preserve existing rules or practices and so notify the authorized Carrier representative on or before such effective date.

(December 6, 1978 Agreement)

SUPPLEMENT NO. 16

Employee Information

Commencing in March 1976, the Carriers will provide each General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security numbers; otherwise, the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days of the end of the month in which the employee is hired or terminated, except as to such railroads which cannot meet the 30-day requirement; the matter will be worked out with the General Chairman.

SUPPLEMENT NO. 17

Mileage and Meal and
Lodging Allowances

1. The "established automobile mileage allowance" provided in Rule 3 of the currently effective agreement will be increased from 12¢ to 16¢ per mile. The maximum meal and lodging allowance for regular vacation relief employees provided in Rule 3 of the currently effective agreement will be increased from \$6.00 to \$7.00 per day.

(9-1-78 Agreement with the
Brotherhood of Railway Carmen)

2. Electrical workers using their automobiles when authorized by the Company will be granted a 12¢ per mile car allowance based on the cost of 40.9 cents per gallon for gasoline.

The mileage allowance shall be increased or decreased 1¢ per mile for each 5¢ increase or decrease in the price of gasoline, i.e.,

40.9¢ - 12¢ per mile
45.9¢ - 13¢ per mile
50.9¢ - 14¢ per mile
55.9¢ - 15¢ per mile

Increases or decreases of car allowances will be made on the 19th day of each month based on the average cost of gasoline as published by the American Automobile Association of Duluth.

SUPPLEMENT NO. 18

Entry Rates -

Firemen and Oilers

Section 1 - Service First 24-Months

Employees entering service shall be paid as follows for all service performed within the first twenty-four (24) calendar months of service:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered and for the second twelve (12) calendar months of employment, new employees shall be paid 92% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.
- (b) When an employee has completed a total of twenty-four (24) calendar months of employment in any shop craft position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position will be paid at the full applicable rate after completion of a total of twenty-four (24) calendar months combined employment.
- (c) Employees who have had a previous employment relationship with a carrier in a craft represented by a shop craft organization and are subsequently hired by another carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate period for any month in which compensated service was

SUPPLEMENT NO. 18

Entry Rates -

Firemen and Oilers

performed in such craft provided that such compensated service last occurred within one (1) year from the date of re-employment.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twenty-four (24) month period.

(e) The above provisions shall apply to all International Brotherhood of Firemen and Oilers classifications that did not receive the five cents per hour special adjustments pursuant to the Morse Board Award and its interpretations, as expanded by the letter of understanding of December 5, 1969.

(ARTICLE XI - ENTRY RATES - National Agreement
1-11-82)

SUPPLEMENT NO. 19

Personal Leave

Section 1. A maximum of two (2) days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight (8) calendar years under vacation rules in effect on January 1, 1982, shall be entitled to one (1) day of personal leave in subsequent calendar years.

Employees who have met the qualifying vacation requirements during seventeen (17) calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two (2) days of personal leave in subsequent calendar years.

Section 2. (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

SUPPLEMENT NO. 20

Upgrading Agreement -
Boilermakers & Blacksmiths

(a) When new jobs or vacancies occur due to the increase of forces, or because of mechanics leaving the service, and no mechanics are available for service on the division where the new positions or vacancies occur, the Railway Company may promote apprentices or helpers as outlined below. The men promoted will not lose their seniority as apprentices or helpers nor will they accumulate seniority as mechanics except as herein below provided for.

(b) No promotion of apprentices, helper apprentices or helpers will be permitted as long as qualified mechanics are available for hire when needed.

(c) Promotion to mechanics will be on the following basis:

(1) Regular apprentices who have served two years of their apprenticeship and helper apprentices who have served one year of their apprenticeship will be promoted first in seniority order.

(2) If there are not sufficient regular apprentices and helper apprentices to fill new jobs or vacancies, helpers who have had two or more years service as helpers will be next promoted in seniority order.

NOTE: It is understood that apprentices and helpers will not be compelled to accept promotion.

(d) Apprentices and helpers who are promoted under the provisions of this agreement will be paid the rate of pay for work performed as provided for in the current Shop Crafts' Agreement.

SUPPLEMENT NO. 20 (continued)

Upgrading Agreement -
Boilermakers & Blacksmiths

(e) Apprentices (regular or helper) promoted to boilermakers or blacksmiths shall retain their seniority as apprentices (regular or helper) until granted seniority as boilermakers or blacksmiths. Such employees may exercise such apprentice (regular or helper) seniority rights only at such times as they are unable to work as promoted apprentices due to a reduction in force of promoted apprentices.

(f)(1) A helper promoted to boilermaker or blacksmith will not establish seniority as a mechanic until he has qualified under the provisions of Boilermakers and Blacksmiths Special Rules of the Master Agreement. Such employee will retain his seniority as a helper until such time as he becomes qualified as a mechanic after the performance of accumulated service of 6,240 hours as a mechanic. Upon completion of 6,240 hours' service, such employee will be considered a mechanic and if retained in service as a mechanic, he shall forfeit all helper seniority rights and he will commence acquiring seniority as a mechanic in accordance with the provisions of the Master Agreement.

(f)(2) Helpers promoted to boilermakers and blacksmiths shall retain their seniority as helpers until granted seniority as boilermakers and blacksmiths. Such employees may exercise such helper seniority rights only at such time as they are unable to work as promoted helpers due to a reduction in force of promoted helpers.

(f)(3) A helper who elects to retain his seniority and work as a helper, cannot again be promoted, but may be hired as a mechanic on any date subsequent to the completion of 6,240 hours of service as a promoted helper.

SUPPLEMENT NO. 20 (continued)

Upgrading Agreement -
Boilermakers & Blacksmiths

(f)(4) Overtime hours worked as an upgraded mechanic will apply toward completion of the 6,240 required hours, for regular or helper apprentices.

(g)(1) When qualified mechanics are available for hire and such mechanics meet Company employment requirements, they will be employed displacing promoted apprentices or helpers in the reverse order of their temporary promotion to mechanic.

(g)(2) When forces of upgraded men are reduced, the reduction shall be made in the reverse order of their temporary promotion to mechanic.

(h) Promoted apprentices and helpers will be placed on the promoted list and may use their promoted date to assign themselves in accordance with such date.

(7-1-83)

REVISION OF AGREEMENT

This Agreement will become effective October 1, 1979. It will supersede all previous agreements, rules and interpretations except Rule 48, Jurisdiction, of the October 1, 1959 Agreement (included in this agreement as Rule 41) between the Company and the six Organizations which comprised System Federation No. 71, which will remain in effect as set forth in that Agreement.

This Agreement will continue in effect until changed in accordance with the provisions of the Railway Labor Act, as amended, subject to the provisions of Supplement No. 9, Moratorium.

Accepted for the

INT'L BROTHERHOOD OF
BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS
(Boilermakers)

B. V. Johnson
General Chairman

Accepted for the

DULUTH, MISSABE AND
IRON RANGE RAILWAY
COMPANY

H. C. Sutton
Director of
Labor Relations

BROTHERHOOD RAILWAY CARMEN
OF THE UNITED STATES & CANADA

W. K. Anderson
General Chairman

INT'L BROTHERHOOD OF
ELECTRICAL WORKERS

R. A. Auburn
General Chairman

INT'L BROTHERHOOD OF
BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS.
(Blacksmiths)

B. V. Johnson
General Chairman

INT'L BROTHERHOOD OF
FIREMEN AND OILERS

Ray L. Bussell
General Chairman