

PB-90143

UNION PACIFIC RAILROAD COMPANY



SCHEDULE OF RULES

Governing the Working Conditions of

**Boilermakers, Blacksmiths, Electrical
Workers, Carmen, and their Helpers and
Apprentices, and Coach Cleaners**

Represented by:

**SYSTEM FEDERATION NO. 105
RAILWAY EMPLOYEES' DEPARTMENT,
A. F. of L.
MECHANICAL SECTION NO. 1 THEREOF**

**Effective November 1, 1976
Superseding Schedule of September 1, 1949**

AGREEMENT

BETWEEN THE
UNION PACIFIC RAILROAD
COMPANY

AND

ALL CLASSES OF EMPLOYEES REPRESENTED BY

SYSTEM FEDERATION No. 105
RAILWAY EMPLOYEES' DEPARTMENT,
A. F. OF L.
MECHANICAL SECTION NO. 1 THEREOF

1. INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS.
2. INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS.
3. BROTHERHOOD RAILWAY CARMEN OF THE UNITED
STATES AND CANADA.

EFFECTIVE NOVEMBER 1, 1976
SUPERSEDING SCHEDULE OF SEPTEMBER 1, 1949

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UNION PACIFIC RAILROAD COMPANY

GENERAL RULES

THE PARTIES TO THIS AGREEMENT PLEDGE THAT NO PROVISION HEREIN SHALL BE INTERPRETED OR APPLIED IN A MANNER THAT WOULD UNLAWFULLY DISCRIMINATE AGAINST ANY EMPLOYEE BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, OR SEX.

HOURS OF SERVICE

RULE 1. EIGHT HOURS SHALL CONSTITUTE A DAY'S WORK. 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.

ESTABLISHMENT OF SHORTER WORK WEEK

NOTE: THE EXPRESSIONS "POSITIONS" AND "WORK" 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 PROVISIONS OF THIS RULE ARE THE RESULT OF THE SO-CALLED CHICAGO AGREEMENT OF MARCH 19, 1949, WHICH PROVIDED FOR ALL EMPLOYEES, SUBJECT TO THE EXCEPTIONS CONTAINED IN ARTICLE II THEREOF, A WORK WEEK OF 40 HOURS, CONSISTING OF FIVE DAYS OF EIGHT HOURS EACH, WITH TWO CONSECUTIVE DAYS OFF IN EACH SEVEN; AND THAT WORK WEEKS MAY BE STAGGERED IN ACCORDANCE WITH THE CARRIER'S OPERATIONAL REQUIREMENTS, BUT THAT SO FAR AS PRACTICABLE THE DAYS OFF SHALL BE SATURDAY AND SUNDAY.

(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 UNDER THIS AGREEMENT. WHERE NO GUARANTEE RULE NOW EXISTS SUCH RELIEF ASSIGNMENTS WILL NOT BE REQUIRED TO HAVE FIVE DAYS OF WORK PER WEEK. THE INCLUSION OR NON-INCLUSION OF THE FOREGOING SENTENCE SHALL BE WITHOUT PREJUDICE TO THE DETERMINATION OF THE QUESTION OF WHETHER OR NOT A GUARANTEE EXISTS.

ASSIGNMENTS FOR REGULAR RELIEF POSITIONS MAY ON DIFFERENT DAYS INCLUDE DIFFERENT STARTING TIMES, DUTIES AND WORK LOCATIONS FOR EMPLOYEES OF THE SAME CLASS IN THE SAME SENIORITY DISTRICT, PROVIDED THEY TAKE THE STARTING TIME, DUTIES AND WORK LOCATIONS OF THE EMPLOYEE OR EMPLOYEES WHOM THEY ARE RELIEVING.

(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 TO SATURDAY, INSTEAD OF MONDAY TO FRIDAY, AND THE EMPLOYEES CONTEND THE CONTRARY, AND IF THE PARTIES FAIL TO AGREE THEREON, THEN IF THE CARRIER NEVERTHELESS PUTS SUCH ASSIGNMENTS INTO EFFECT, THE DISPUTE MAY BE PROCESSED AS A GRIEVANCE OR CLAIM UNDER THE RULES AGREEMENTS.

(G) NONCONSECUTIVE REST DAYS. THE TYPICAL WORK WEEK IS TO BE ONE WITH TWO CON-

SECUTIVE DAYS OFF, AND IT IS THE CARRIERS' OBLIGATION TO GRANT THIS. THEREFORE, WHEN AN OPERATING PROBLEM IS MET WHICH MAY AFFECT THE CONSECUTIVENESS OF THE REST DAYS OF POSITIONS OR ASSIGNMENTS COVERED BY PARAGRAPHS (C), (D) AND (E), THE FOLLOWING PROCEDURE SHALL BE USED:

(1) ALL POSSIBLE REGULAR RELIEF POSITIONS SHALL BE ESTABLISHED PURSUANT TO PARAGRAPH (E) OF THIS RULE.

(2) POSSIBLE USE OF REST DAYS OTHER THAN SATURDAY AND SUNDAY, BY AGREEMENT OR IN ACCORDANCE WITH OTHER PROVISIONS OF THIS AGREEMENT.

(3) EFFORTS WILL BE MADE BY THE PARTIES TO AGREE ON THE ACCUMULATION OF REST TIME AND THE GRANTING OF LONGER CONSECUTIVE REST PERIODS.

(4) OTHER SUITABLE OR PRACTICABLE PLANS WHICH MAY BE SUGGESTED BY EITHER OF THE PARTIES SHALL BE CONSIDERED AND EFFORTS MADE TO COME TO AN AGREEMENT THEREON.

(5) IF THE FOREGOING DOES NOT SOLVE THE PROBLEM, THEN SOME OF THE RELIEF MEN MAY BE GIVEN NONCONSECUTIVE REST DAYS.

(6) IF AFTER ALL THE FOREGOING HAS BEEN DONE THERE STILL REMAINS SERVICE WHICH CAN ONLY BE PERFORMED BY REQUIRING EMPLOYEES TO WORK IN EXCESS OF FIVE DAYS PER WEEK, THE NUMBER OF REGULAR ASSIGNMENTS NECESSARY TO AVOID THIS MAY BE MADE WITH TWO NONCONSECUTIVE DAYS OFF.

(7) THE LEAST DESIRABLE SOLUTION OF THE PROBLEM WOULD BE TO WORK SOME REGULAR EMPLOYEES ON THE SIXTH OR SEVENTH DAYS AT OVERTIME RATES AND THUS WITHHOLD WORK FROM ADDITIONAL RELIEF MEN.

(8) IF THE PARTIES ARE IN DISAGREEMENT OVER THE NECESSITY OF SPLITTING THE REST DAYS ON ANY SUCH ASSIGNMENTS, THE CARRIER MAY NEVERTHELESS PUT THE ASSIGNMENTS INTO EFFECT SUBJECT TO THE RIGHT OF EMPLOYEES TO PROCESS THE DISPUTE AS A GRIEVANCE OR CLAIM UNDER THE RULES AGREEMENTS, AND IN SUCH PROCEEDINGS THE

BURDEN WILL BE ON THE CARRIER TO PROVE THAT ITS OPERATIONAL REQUIREMENTS WOULD BE IMPAIRED IF IT DID NOT SPLIT THE REST DAYS IN QUESTION AND THAT THIS COULD BE AVOIDED ONLY BY WORKING CERTAIN EMPLOYEES IN EXCESS OF FIVE DAYS PER WEEK.

(H) REST DAYS OF FURLOUGHED EMPLOYEES. TO THE EXTENT FURLOUGHED MEN MAY BE UTILIZED UNDER APPLICABLE RULES OF THIS AGREEMENT 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.

(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) CHANGE IN REST DAYS. REGULAR ASSIGNED REST DAYS SHALL NOT BE CHANGED EXCEPT AFTER SUCH ADVANCE NOTICE TO THE EMPLOYEE AS IS NOW REQUIRED UNDER APPLICABLE RULES.

RULE 2. WHEN ONE SHIFT IS EMPLOYED, THE STARTING TIME SHALL BE NOT EARLIER THAN SEVEN O'CLOCK NOR LATER THAN EIGHT O'CLOCK. THE TIME AND LENGTH OF THE LUNCH PERIOD SHALL BE ARRANGED BY AGREEMENT WITHIN THE LIMITS OF THE FIFTH HOUR.

RULE 3. WHERE TWO SHIFTS ARE EMPLOYED THE STARTING TIME OF THE FIRST SHIFT SHALL BE GOVERNED BY RULE 2, AND THE SECOND SHIFT SHALL START IMMEDIATELY FOLLOWING THE CLOSE OF THE FIRST SHIFT, OR AT 8:00 P.M. THE SPREAD OF THE SECOND SHIFT SHALL CONSIST OF EIGHT CONSECUTIVE HOURS INCLUDING AN ALLOWANCE OF TWENTY MINUTES FOR LUNCH WITHIN THE LIMITS OF THE FIFTH HOUR.

RULE 4. WHERE THREE SHIFTS ARE EMPLOYED, THE STARTING TIME OF THE FIRST SHIFT SHALL BE GOVERNED BY RULE 2, AND THE STARTING TIME OF EACH FOLLOWING SHIFT SHALL BE REGULATED ACCORDINGLY. THE SPREAD OF EACH SHIFT SHALL CONSIST OF EIGHT CONSECUTIVE HOURS INCLUDING AN ALLOWANCE OF TWENTY MINUTES FOR LUNCH WITH-

IN THE LIMITS OF THE FIFTH HOUR.

RULE 5. THE TIME ESTABLISHED FOR COMMENCING AND QUITTING WORK FOR ALL MEN ON EACH SHIFT SHALL BE THE SAME AT THE RESPECTIVE POINTS, EXCEPT AS AGREED TO BY GENERAL OFFICERS AND THE EMPLOYEES' GENERAL COMMITTEE IN CASES WHERE NECESSARY TO COVER PEAK SERVICE CONDITIONS, BUT WHERE THREE SHIFTS ARE WORKED BY RUNNING REPAIR FORCES, AND TWO SHIFTS BY BACK SHOP FORCES, THE QUITTING TIME OF THE FIRST SHIFT AND THE COMMENCING AND QUITTING TIME OF THE SECOND SHIFT OF BACK SHOP FORCES WILL BE GOVERNED BY THE PROVISIONS OF RULE 3.

EXCEPTION: IT IS AGREED THAT THREE EIGHT-HOUR SHIFTS MAY BE ESTABLISHED UNDER THE PROVISIONS OF RULE 4 FOR THE EMPLOYEES NECESSARY TO THE CONTINUOUS OPERATION OF POWER HOUSES, MILLWRIGHT GANGS, SPECIAL WORK REQUIRING TWENTY-FOUR HOUR OPERATION, HEAT TREATING PLANTS, TRAIN YARD, RUNNING REPAIR AND INSPECTION FORCES, WITHOUT EXTENDING THE PROVISIONS OF RULE 4 TO THE BALANCE OF THE SHOP FORCE.

OVERTIME ON REST DAYS AND HOLIDAYS

RULE 6. ALL OVERTIME CONTINUOUS WITH REGULAR BULLETIN HOURS WILL BE PAID FOR AT THE RATE OF TIME AND ONE-HALF UNTIL RELIEVED, EXCEPT AS MAY BE PROVIDED IN RULES HEREINAFTER SET OUT. WORK PERFORMED BY EMPLOYEES ON THEIR ASSIGNED REST DAYS AND ON THE FOLLOWING HOLIDAYS, UNLESS SUBSTITUTION HAS BEEN MADE THEREFOR BY AGREEMENT, NAMELY, NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, CHRISTMAS EVE - THE DAY BEFORE CHRISTMAS IS OBSERVED - (EFFECTIVE WITH THE CALENDAR YEAR 1976), AND CHRISTMAS DAY (PROVIDED WHEN ANY OF THE ABOVE HOLIDAYS FALL ON SUNDAY, THE DAY OBSERVED BY THE STATE, NATION OR BY PROCLAMATION SHALL BE CONSIDERED THE HOLIDAY) SHALL BE PAID FOR AT THE RATE OF TIME AND ONE-HALF.

NOTE: THIS RULE DOES NOT INCLUDE EMPLOYEES PAID ON MONTHLY BASIS, EXCEPT TO THE EXTENT PROVIDED IN RULE 15.

RULE 7. (A) FOR CONTINUOUS SERVICE AFTER REGULAR WORKING HOURS, EMPLOYEES WILL BE PAID TIME AND ONE-HALF ON THE ACTUAL MINUTE BASIS WITH A MINIMUM OF ONE HOUR FOR ANY SUCH SERVICE PERFORMED.

(B) EMPLOYEES SHALL NOT BE REQUIRED TO WORK MORE THAN TWO HOURS WITHOUT BEING PERMITTED TO GO TO MEALS. TIME TAKEN FOR MEALS WILL NOT TERMINATE THE CONTINUOUS SERVICE PERIOD AND WILL BE PAID FOR UP TO THIRTY MINUTES.

(C) EMPLOYEES CALLED OR REQUIRED TO REPORT FOR WORK, AND REPORTING BUT NOT USED, WILL BE PAID A MINIMUM OF FOUR HOURS AT STRAIGHT TIME RATES.

(D) EMPLOYEES CALLED OR REQUIRED TO REPORT FOR WORK AND REPORTING WILL BE ALLOWED 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 FORCE IN TIME TO AVOID DELAYS TO TRAIN MOVEMENT.

(E) EMPLOYEES WILL BE ALLOWED 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, THE ADVANCE PERIOD TO BE NOT MORE THAN ONE HOUR.

(F) EXCEPT AS OTHERWISE PROVIDED FOR IN THIS RULE ALL OVERTIME BEYOND SIXTEEN HOURS SERVICE IN ANY TWENTY-FOUR HOUR PERIOD, COMPUTED FROM STARTING TIME OF EMPLOYEES' REGULAR SHIFT, SHALL BE PAID FOR AT RATE OF DOUBLE TIME.

WORK IN EXCESS OF 40 STRAIGHT TIME HOURS IN ANY WORK WEEK SHALL BE PAID FOR AT ONE AND ONE-HALF TIMES THE BASIC STRAIGHT TIME RATE EXCEPT WHERE SUCH WORK IS PERFORMED BY AN EMPLOYEE DUE TO MOVING FROM ONE ASSIGNMENT TO ANOTHER OR TO OR FROM FURLOUGHED LIST, OR WHERE DAYS OFF ARE BEING ACCUMULATED UNDER PARAGRAPH (G) OF RULE 1.

EMPLOYEES WORKED MORE THAN FIVE DAYS IN A WORK WEEK SHALL BE PAID ONE AND ONE-HALF TIMES THE BASIC STRAIGHT-TIME RATE FOR WORK ON THE FIRST AND SECOND REST DAYS OF THEIR WORK WEEK, EXCEPT (1) WHERE SUCH WORK IS PERFORMED BY AN EMPLOYEE DUE TO MOVING FROM ONE ASSIGNMENT TO ANOTHER OR TO OR FROM A FURLOUGHED LIST, (2) WHERE DAYS OFF ARE BEING ACCUMULATED UNDER PARAGRAPH (G) OF RULE 1, OR (3) WHERE THE FOLLOWING "DOUBLE TIME" PROVISION IS APPLICABLE ON THE SECOND REST DAY.

SERVICE PERFORMED BY A REGULARLY ASSIGNED HOURLY OR DAILY RATED EMPLOYEE ON THE SECOND REST DAY OF HIS REGULAR ASSIGNMENT SHALL BE PAID AT DOUBLE THE BASIC STRAIGHT TIME RATE, PROVIDED THE EMPLOYEE (1) HAS WORKED ALL THE HOURS OF HIS ASSIGNMENT IN THAT WORK WEEK, AND (2) HAS WORKED ON THE FIRST REST DAY OF HIS WORK WEEK. HOWEVER, EMERGENCY WORK PAID FOR UNDER THE CALL RULES WILL NOT BE COUNTED AS QUALIFYING SERVICE HEREUNDER, NOR WILL IT BE PAID FOR UNDER THIS PROVISION.

EXCEPT AS PROVIDED ABOVE, THERE SHALL BE NO OVERTIME ON OVERTIME; NEITHER SHALL OVERTIME HOURS PAID FOR, OTHER THAN HOURS NOT IN EXCESS OF EIGHT PAID FOR AT OVERTIME RATES ON HOLIDAYS OR FOR CHANGING SHIFTS, BE UTILIZED IN COMPUTING THE 40 HOURS PER WEEK, NOR SHALL TIME PAID FOR IN THE NATURE OF ARBITRARIES OR SPECIAL ALLOWANCES SUCH AS ATTENDING COURT, DEADHEADING, TRAVEL TIME, ETC., BE UTILIZED FOR THIS PURPOSE, EXCEPT WHEN SUCH PAYMENTS APPLY DURING ASSIGNED WORKING HOURS IN LIEU OF PAY FOR SUCH HOURS, OR WHERE SUCH TIME IS INCLUDED UNDER EXISTING RULES IN COMPUTATIONS LEADING TO OVERTIME.

RULE 8. EMPLOYEES REGULARLY ASSIGNED TO WORK ON HOLIDAYS, OR THOSE CALLED TO TAKE THE PLACE OF SUCH EMPLOYEES, WILL BE ALLOWED TO COMPLETE THE BALANCE OF THE DAY UNLESS RELEASED AT THEIR OWN REQUEST. THOSE WHO ARE CALLED WILL BE ADVISED AS SOON AS POSSIBLE AFTER VACANCIES BECOME KNOWN.

RULE 9. 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.

EMERGENCY SERVICE-ROAD WORK

RULE 10. AN EMPLOYEE REGULARLY ASSIGNED TO WORK AT A SHOP, ENGINEHOUSE, REPAIR TRACK, OR INSPECTION POINT, WHEN CALLED FOR EMERGENCY ROAD WORK AWAY FROM SUCH SHOP, ENGINEHOUSE, REPAIR TRACK OR INSPECTION POINT, WILL BE PAID FROM THE TIME ORDERED TO LEAVE HOME STATION, UNTIL HIS RETURN FOR ALL TIME WORKED IN ACCORDANCE WITH THE PRACTICE AT HOME STATION, AND WILL BE PAID STRAIGHT TIME RATES FOR STRAIGHT TIME HOURS AND OVERTIME RATES FOR OVERTIME HOURS FOR ALL TIME WAITING OR TRAVELING.

IF DURING THE TIME ON THE ROAD, INCLUDING ALL WRECKING SERVICE, A MAN IS RELIEVED FROM DUTY AND PERMITTED TO GO TO BED FOR FIVE OR MORE HOURS OUTSIDE OF REGULAR BULLETIN HOURS AT HOME POINT, SUCH RELIEF WILL NOT BE PAID FOR; PROVIDED THAT IN NO CASE SHALL HE BE PAID FOR A TOTAL OF LESS THAN EIGHT HOURS EACH CALENDAR DAY, WHEN SUCH IRREGULAR SERVICE PREVENTS THE EMPLOYEE FROM MAKING HIS REGULAR DAILY HOURS AT HOME STATION. WHERE MEALS AND LODGING ARE NOT PROVIDED BY THE RAILROAD, ACTUAL NECESSARY EXPENSES WILL BE ALLOWED. EMPLOYEES WILL BE CALLED AS NEARLY AS POSSIBLE ONE HOUR BEFORE LEAVING TIME, AND ON THEIR RETURN WILL DELIVER TOOLS AT POINT DESIGNATED.

ALL WRECKING SERVICE EXCEPT AT HOME POINT, WILL BE PAID FOR AT THE RATE OF TIME AND ONE-HALF FROM TIME CALLED UNTIL RETURNED TO HOME POINT AND RELEASED BY THE FOREMAN, EXCEPT, IF RELIEVED AFTER TWENTY-FOUR HOURS SERVICE AS PROVIDED IN SECOND PARAGRAPH OF THIS RULE.

IF AND WHEN DERRICK IS REQUIRED FOR SERVICE AT OTHER THAN HOME POINTS FOR HANDLING

HEAVY MATERIAL, ETC., CREW MEMBERS WILL BE COMPENSATED IN MANNER PROVIDED IN THE THIRD PARAGRAPH OF THIS RULE.

DISTRIBUTION OF OVERTIME

RULE 11. WHEN IT BECOMES NECESSARY FOR EMPLOYEES TO WORK OVERTIME THEY SHALL NOT BE LAID OFF DURING REGULAR WORKING HOURS TO EQUALIZE THE TIME.

RECORD WILL BE KEPT OF OVERTIME WORKED AND SHALL BE AVAILABLE TO COMMITTEES WITH A PURPOSE IN VIEW OF DISTRIBUTING OVERTIME EQUALLY.

TEMPORARY VACANCIES

RULE 12. EMPLOYEES SENT OUT TO TEMPORARILY FILL VACANCIES AT AN OUTLYING POINT OR SHOP, OR SENT OUT ON A TEMPORARY TRANSFER TO AN OUTLYING POINT OR SHOP, WILL BE PAID CONTINUOUS TIME FROM TIME ORDERED TO LEAVE HOME POINT, TO TIME OF REPORTING AT POINT TO WHICH SENT, STRAIGHT TIME RATES TO BE PAID FOR STRAIGHT TIME HOURS AT HOME STATION AND OVERTIME RATES FOR OVERTIME HOURS AT HOME STATION WHETHER WAITING OR TRAVELING. IF ON ARRIVAL AT THE OUTLYING POINT, THERE IS AN OPPORTUNITY TO GO TO BED FOR FIVE OR MORE HOURS BEFORE STARTING WORK, TIME WILL NOT BE ALLOWED FOR SUCH HOURS.

WHILE AT SUCH OUTSIDE POINT, THEY WILL BE PAID STRAIGHT TIME AND OVERTIME IN ACCORDANCE WITH THE BULLETIN HOURS AT THAT POINT, AND WILL BE GUARANTEED NOT LESS THAN EIGHT HOURS FOR EACH DAY WORKED.

WHERE MEALS AND LODGING ARE NOT PROVIDED BY THE COMPANY, ACTUAL NECESSARY EXPENSES WILL BE ALLOWED.

ON THE RETURN TRIP TO HOME POINT, STRAIGHT TIME FOR STRAIGHT TIME HOURS AND OVERTIME FOR OVERTIME HOURS IN ACCORDANCE WITH PRACTICE AT HOME STATION, WILL BE ALLOWED UP TO THE TIME OF ARRIVAL AT HOME POINT.

CHANGING SHIFTS

RULE 13. EMPLOYEES CHANGED FROM ONE SHIFT TO ANOTHER WILL BE PAID OVERTIME RATES FOR THE FIRST SHIFT OF EACH CHANGE. EMPLOYEES WORKING TWO SHIFTS OR MORE ON A NEW SHIFT SHALL BE CONSIDERED TRANSFERRED. THIS WILL NOT APPLY WHEN SHIFTS ARE EXCHANGED AT THE REQUEST OF THE EMPLOYEES INVOLVED.

THIS RULE DOES NOT EFFECT EMPLOYEES ASSIGNED TO MORE THAN ONE SHIFT ON RELIEF ASSIGNMENTS.

RELIEF ASSIGNMENTS CONSISTING OF DIFFERENT SHIFTS WILL BE KEPT TO A MINIMUM CONSISTENT WITH CREATING REGULAR RELIEF JOBS AND AVOIDING UNNECESSARY TRAVEL FOR RELIEF MEN. SUCH ASSIGNMENTS WILL BE EXCEPTED FROM THE REQUIREMENTS OF THIS RULE FOR PENALTY PAYMENTS UPON CHANGE OF SHIFT FOR SHIFT CHANGES INCLUDED IN THE REGULAR RELIEF ASSIGNMENTS.

ASSIGNED ROAD WORK

RULE 14. EMPLOYEES REGULARLY ASSIGNED TO ROAD WORK WHOSE TOUR OF DUTY IS REGULAR AND WHO LEAVE AND RETURN TO HOME STATION DAILY (A BOARDING CAR TO BE CONSIDERED A HOME STATION) SHALL BE PAID CONTINUOUS TIME FROM THE TIME OF LEAVING THE HOME STATION TO THE TIME THEY RETURN, WHETHER WORKING, WAITING OR TRAVELING, EXCLUSIVE OF THE MEAL PERIOD, AS FOLLOWS:

STRAIGHT TIME FOR ALL HOURS TRAVELING, AND WAITING, AND FOR WORK PERFORMED DURING REGULAR HOURS, AND OVERTIME RATES FOR WORK PERFORMED DURING OVERTIME HOURS. IF RELIEVED FROM DUTY AND PERMITTED TO GO TO BED FOR FIVE HOURS OR MORE, THEY WILL NOT BE ALLOWED PAY FOR SUCH HOURS. WHERE MEALS AND LODGING ARE NOT PROVIDED BY THE COMPANY WHEN AWAY FROM HOME STATION, ACTUAL EXPENSES WILL BE ALLOWED.

EXCEPTION: WHERE THE SCHEDULE OF TRAINS INTERFERES WITH THE STARTING TIME, AN AGREEMENT MAY BE ENTERED INTO BY THE

GENERAL OFFICERS OF THE DEPARTMENT AFFECTED AND THE GENERAL CHAIRMAN OF THE CRAFT AFFECTED.

REST DAY RELIEF TRAVEL TIME

EMPLOYEES REGULARLY ASSIGNED TO REST DAY RELIEF SERVICE WHO ARE REQUIRED TO TRAVEL AS A PART OF THEIR ASSIGNMENT SHALL BE PAID TRAVEL TIME BETWEEN THEIR ASSIGNED WORK LOCATIONS AS HEREINAFTER PROVIDED:

(A) THE CARRIER SHALL DESIGNATE A HEADQUARTERS POINT FOR EACH RELIEF ASSIGNMENT, WHICH SHALL BE CHANGED ONLY AFTER FOUR (4) DAYS' NOTICE TO THE EMPLOYEE AFFECTED.

(B) IF THE TIME CONSUMED IN ACTUAL TRAVEL, INCLUDING WAITING TIME ENROUTE, FROM THE HEADQUARTERS POINT TO THE WORK LOCATION, TOGETHER WITH NECESSARY TIME SPENT WAITING FOR THE EMPLOYEE'S SHIFT TO START, EXCEEDS ONE HOUR AND THIRTY MINUTES, OR IF ON COMPLETION OF HIS SHIFT NECESSARY TIME SPENT WAITING FOR TRANSPORTATION PLUS THE TIME OF TRAVEL, INCLUDING WAITING TIME ENROUTE, NECESSARY TO RETURN TO HIS HEADQUARTERS POINT OR TO THE NEXT WORK LOCATION EXCEEDS ONE HOUR AND THIRTY MINUTES, THEN THE EXCESS OVER ONE HOUR AND THIRTY MINUTES IN EACH CASE SHALL BE PAID FOR AS WORKING TIME AT THE STRAIGHT TIME RATE OF THE JOB TO WHICH TRAVELED.

(C) WHERE AN EMPLOYEE IS REQUIRED TO TRAVEL FROM HIS HEADQUARTERS POINT TO ANOTHER POINT OUTSIDE THE ENVIRONS OF THE CITY OR TOWN IN WHICH HIS HEADQUARTERS POINT IS LOCATED, THE CARRIER WILL EITHER PROVIDE TRANSPORTATION WITHOUT CHARGE OR REIMBURSE THE EMPLOYEE FOR SUCH TRANSPORTATION COST. ("TRANSPORTATION" MEANS TRAVEL BY RAIL, BUS OR PRIVATE AUTOMOBILE AND "TRANSPORTATION COST" MEANS THE ESTABLISHED PASSENGER FARE OR AUTOMOBILE MILEAGE ALLOWANCE WHERE AUTOMOBILE IS USED.)

(D) WHEN SUCH EMPLOYEES ARE UNABLE TO RETURN TO THEIR HEADQUARTERS ON ANY DAY THEY SHALL BE ENTITLED, IN ADDITION TO THE ALLOWANCE UNDER PARAGRAPHS (B) AND (C) OF THIS

RULE, TO REIMBURSEMENT FOR ACTUAL NECESSARY COST OF LODGING AND TWO MEALS PER DAY WHILE AWAY FROM HEADQUARTERS, WITH A MAXIMUM OF \$4.00 PER DAY--I.E., THE 24-HOUR PERIOD FOLLOWING THE TIME WHEN THE EMPLOYEE'S LAST SHIFT BEGAN--BUT ON SUCH DAYS THEY SHALL NOT BE PAID FOR ANY HOURS AFTER THEIR ASSIGNED HOURS UNLESS ACTUALLY WORKING, OR TRAVELING TO ANOTHER WORK LOCATION. ACCOMMODATIONS ON A SLEEPER MAY BE FURNISHED IN LIEU OF THE LODGING ABOVE PROVIDED FOR AND TIME SPENT ON THE SLEEPER WILL NOT BE CONSIDERED TRAVEL.

(E) AN EMPLOYEE WHO PERFORMS REST DAY RELIEF SERVICE ON AN ASSIGNMENT COVERED BY OTHER TRAVEL TIME RULES IN THIS AGREEMENT WILL BE COVERED BY SUCH RULES WHILE ON DUTY IN PLACE OF THE RELIEVED EMPLOYEE, BUT HIS TRAVEL TO AND FROM THE HEADQUARTERS OF THE RELIEVED EMPLOYEE WILL BE SUBJECT TO THIS RULE.

(F) THE CARRIER WILL MAKE SUCH RELIEF ASSIGNMENTS SO AS TO HAVE, CONSISTENT WITH THE REQUIREMENTS OF THE SERVICE AND OTHER PROVISIONS OF THIS AGREEMENT, 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 TO DISCUSS QUESTIONS THAT MAY BE RAISED AS TO SUCH ASSIGNMENTS.

(G) IT IS UNDERSTOOD THAT THIS RULE APPLIES ONLY TO REGULAR REST DAY RELIEF ASSIGNMENTS AND DOES NOT CHANGE OR MODIFY THE APPLICATION OF OTHER TRAVEL TIME RULES IN THIS AGREEMENT.

RULE 15. MONTHLY RATED EMPLOYEES REGULARLY ASSIGNED TO PERFORM ROAD WORK WHOSE MONTHLY SALARY IS ARRIVED AT BY DIVIDING TOTAL EARNINGS OF 2,920 HOURS BY TWELVE SHALL BE ASSIGNED ONE REST DAY PER WEEK, SUNDAY IF POSSIBLE. RULES APPLICABLE TO OTHER EMPLOYEES OF THE SAME CRAFT OR CLASS SHALL APPLY TO SERVICE ON SUCH ASSIGNED REST DAY.

TO DETERMINE THE STRAIGHT TIME HOURLY RATE, DIVIDE THE MONTHLY RATE BY 213. EXCEPT AS HEREINAFTER PROVIDED, NO OVERTIME IS ALLOWED FOR TIME WORKED IN EXCESS OF EIGHT

HOURS PER DAY; ON THE OTHER HAND, NO TIME IS TO BE DEDUCTED UNLESS THE EMPLOYEE LAYS OFF OF HIS OWN ACCORD.

THE REGULARLY ASSIGNED ROAD MEN UNDER THE PROVISIONS OF THIS RULE MAY BE USED, WHEN AT HOME POINT, TO PERFORM SHOP WORK IN CONNECTION WITH THE WORK OF THEIR REGULAR ASSIGNMENTS.

WHERE MEALS AND LODGING ARE NOT FURNISHED BY THE RAILROAD OR WHEN THE SERVICE REQUIREMENTS MAKE THE PURCHASE OF MEALS AND LODGING NECESSARY WHILE AWAY FROM HOME POINT, EMPLOYEES WILL BE PAID NECESSARY EXPENSES.

IF IT IS FOUND THAT THIS RULE DOES NOT PRODUCE ADEQUATE COMPENSATION FOR CERTAIN OF THESE POSITIONS BY REASON OF THE OCCUPANTS THEREOF BEING REQUIRED TO WORK EXCESSIVE HOURS, THE SALARY FOR THESE POSITIONS MAY BE TAKEN UP FOR ADJUSTMENT BY THE GENERAL CHAIRMAN OF THE CRAFT INVOLVED.

WHERE EMPLOYEES ON AUGUST 31, 1949 HAD A BULLETINED OR ASSIGNED REST DAY, CONDITIONS THEN APPLICABLE TO SUCH BULLETIN OR ASSIGNED REST DAY SHALL THEREAFTER APPLY TO THE SIXTH DAY OF THE WORK WEEK. WHERE EMPLOYEES ON AUGUST 31, 1949, DID NOT HAVE A BULLETINED OR ASSIGNED REST DAY, ORDINARY MAINTENANCE OR CONSTRUCTION WORK NOT THERETOFORE REQUIRED ON SUNDAY WILL NOT BE REQUIRED ON THE SIXTH DAY OF THE WORK WEEK.

EMPLOYEES PAID UNDER THIS RULE WHO ARE REQUIRED TO WORK ON HOLIDAYS WILL BE ALLOWED ADDITIONAL COMPENSATION AT PRO RATA RATE WITH A MINIMUM OF TWO HOURS, IF REQUIRED TO WORK MORE THAN TWO HOURS, A MAXIMUM OF FOUR HOURS WILL BE ALLOWED.

FILLING VACANCIES

RULE 16. 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.

RULE 17. EMPLOYEES SERVING ON NIGHT SHIFT DESIRING DAY WORK SHALL HAVE PREFERENCE WHEN VACANCIES OCCUR, ACCORDING TO THEIR SENIORITY.

RULE 18. WHEN NEW JOBS ARE CREATED OR VACANCIES OCCUR IN THE RESPECTIVE CRAFTS, THE OLDEST EMPLOYEES IN POINT OF SERVICE SHALL, IF SUFFICIENT ABILITY IS SHOWN BY FAIR TRIAL, BE GIVEN PREFERENCE IN FILLING SUCH NEW JOBS OR ANY VACANCIES THAT MAY BE DESIRABLE TO THEM.

ALL VACANCIES OR NEW JOBS CREATED WILL BE BULLETINED. BULLETINS MUST BE POSTED FORTY BULLETIN HOURS BEFORE VACANCIES ARE FILLED PERMANENTLY. EMPLOYEES DESIRING TO AVAIL THEMSELVES OF THIS RULE WILL MAKE APPLICATION TO THE OFFICIAL IN CHARGE AND A COPY OF THE APPLICATION WILL BE DELIVERED DIRECT TO THE LOCAL CHAIRMAN. APPLICATIONS WILL BE REVIEWED BY LOCAL SUPERVISION AND THE LOCAL CRAFT CHAIRMAN AND THE ASSIGNMENT OF THE SUCCESSFUL APPLICANT WILL BE MADE BY BULLETIN, IN A FORMAT SIMILAR TO APPENDIX "18" HERETO.


AN EMPLOYEE EXERCISING HIS SENIORITY RIGHTS UNDER THIS RULE WILL DO SO WITHOUT EXPENSE TO THE CARRIER; HE WILL LOSE HIS RIGHT TO THE JOB HE LEFT; AND IF AFTER A FAIR TRIAL HE FAILS TO QUALIFY FOR THE NEW POSITION, HE WILL HAVE TO TAKE WHATEVER POSITION MAY BE OPEN IN HIS CRAFT. A FOREMAN WHO IS DEMOTED DUE TO REDUCTION IN FORCE OR ABOLISHMENT OF POSITION SHALL HAVE THE RIGHT TO EXERCISE HIS SENIORITY ON ANY POSITION OCCUPIED BY JUNIOR MECHANICS AT THE POINT WHERE HE HOLDS SENIORITY. HOWEVER, IF A FOREMAN IS DEMOTED BECAUSE OF FAILURE TO QUALIFY OR VOLUNTARILY GIVES UP A POSITION, HE CAN ONLY EXERCISE HIS SENIORITY ON POSITION OCCUPIED BY THE JUNIOR MECHANIC AT THE POINT WHERE HE HOLDS SENIORITY.

EMPLOYEES ABSENT ON ACCOUNT OF SICKNESS, SUSPENSION FROM SERVICE, OR LEAVE OF ABSENCE, WILL HAVE THE RIGHT TO DISPLACE JUNIOR EMPLOYEES FROM POSITIONS BID DURING SUCH ABSENCE PROVIDED APPLICATIONS ARE MADE WITHIN FORTY BULLETIN HOURS AFTER RETURNING TO WORK.

EMPLOYEES ACCEPTING POSITIONS AS FOREMAN, OR EMPLOYEES ASSIGNED TO SPECIAL DUTIES, SHALL RETAIN THEIR SENIORITY AS MECHANICS AT SHOP, ENGINEHOUSE, OR YARD WHERE THEY LAST HELD SENIORITY RIGHTS.

RULE 19. MECHANICS IN SERVICE WILL BE CONSIDERED FOR PROMOTION TO POSITIONS OF FOREMEN. WHEN VACANCIES OCCUR IN POSITIONS OF GANG FOREMEN, EMPLOYEES FROM THE RESPECTIVE CRAFTS WILL HAVE PREFERENCE IN PROMOTION.

IT IS THE POLICY OF THE COMPANY TO PROMOTE ITS OWN EMPLOYEES, AND ONLY WHEN COMPETENT EMPLOYEES IN THE RANKS ARE NOT AVAILABLE OR WILL NOT ACCEPT VACANCIES OR NEW POSITIONS, WILL THE COMPANY VARY FROM THIS POLICY.

 RULE 20. EMPLOYEES TRANSFERRED FROM ONE POINT TO ANOTHER WITH A VIEW OF ACCEPTING A PERMANENT TRANSFER, WILL AFTER THIRTY DAYS LOSE THEIR SENIORITY AT THE POINT THEY LEFT, AND THEIR SENIORITY AT THE POINT TO WHICH TRANSFERRED WILL BEGIN ON DATE OF TRANSFER, SENIORITY TO GOVERN. EMPLOYEES WILL NOT BE COMPELLED TO ACCEPT A PERMANENT TRANSFER TO ANOTHER POINT.

ABSENCE FROM WORK

RULE 21. WHEN THE REQUIREMENTS OF THE SERVICE WILL PERMIT, EMPLOYEES, ON REQUEST, WILL BE GRANTED LEAVE OF ABSENCE FOR A LIMITED TIME, WITH PRIVILEGE OF RENEWAL. AN EMPLOYEE ABSENT ON LEAVE WHO ENGAGES IN OTHER EMPLOYMENT WILL LOSE HIS SENIORITY, UNLESS SPECIAL PROVISIONS SHALL HAVE BEEN MADE THEREFOR BY THE PROPER OFFICIAL AND COMMITTEE REPRESENTING HIS CRAFT.

IN THE APPLICATION OF THIS RULE, ALL LEAVES OF ABSENCE FOR MORE THAN FIFTEEN (15) DAYS DURATION MUST BEAR THE RECOMMENDATION OF THE LOCAL CHAIRMAN AT THE POINT WHERE THE EMPLOYEE DESIRING THE LEAVE OF ABSENCE WORKS; HOWEVER, THIS HANDLING DOES NOT EXTEND TO FURLOUGHED EMPLOYEES.

RULE 22. IN CASE AN EMPLOYEE IS UNAVOIDABLY KEPT FROM WORK HE WILL NOT BE DISCRIMIN-

ATED AGAINST. AN EMPLOYEE DETAINED FROM WORK ON ACCOUNT OF SICKNESS OR FOR ANY OTHER GOOD CAUSE, SHALL NOTIFY HIS FOREMAN AS EARLY AS POSSIBLE.

FAITHFUL SERVICE

RULE 23. EMPLOYEES WHO HAVE GIVEN LONG AND FAITHFUL SERVICE IN THE EMPLOY OF THE COMPANY, AND WHO HAVE BECOME UNABLE TO HANDLE HEAVY WORK TO ADVANTAGE, WILL BE GIVEN PREFERENCE OF SUCH LIGHT WORK IN THEIR LINE AS THEY ARE ABLE TO HANDLE.

ATTENDING COURT

RULE 24. WHEN ATTENDING COURT AS WITNESSES FOR THE COMPANY, EMPLOYEES WILL BE REIMBURSED FOR ACTUAL EXPENSES AND PAID FOR EIGHT HOURS FOR EACH DAY AWAY FROM WORK AND FOR SUNDAY AND HOLIDAYS WHEN AWAY FROM HOME POINT. WHEN NECESSARY, THE COMPANY WILL FURNISH TRANSPORTATION AND WILL BE ENTITLED TO CERTIFICATES FOR WITNESS FEES IN ALL CASES.

PAYING OFF

RULE 25. 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, IF REQUESTED, A VOUCHER WILL BE ISSUED TO COVER THE SHORTAGE. EMPLOYEES LEAVING THE SERVICE OF THE COMPANY WILL BE FURNISHED WITH A TIME VOUCHER COVERING ALL TIME DUE WITHIN TWENTY-FOUR HOURS WHERE PAY CERTIFICATES ARE ISSUED, AND FORTY-EIGHT HOURS AT OTHER POINTS, WHEN POSSIBLE.

DURING INCLEMENT WEATHER, PROVISION WILL BE MADE WHERE BUILDINGS ARE AVAILABLE, TO PAY EMPLOYEES UNDER SHELTER.

RULE 26. 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:

(A) AN EMPLOYEE MUST EXERCISE ANY RIGHT TO SECURE EXEMPTION FROM THE SUMMONS AND/OR JURY SERVICE UNDER FEDERAL, STATE OR MUNICIPAL STATUTE AND WILL BE EXCUSED FROM DUTY WHEN NECESSARY WITHOUT LOSS OF PAY TO APPLY FOR THE EXEMPTION.

(B) 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.

(C) THE NUMBER OF DAYS FOR WHICH JURY DUTY PAY SHALL BE PAID IS LIMITED TO A MAXIMUM OF 60 DAYS IN ANY CALENDAR YEAR.

(D) NO JURY DUTY PAY WILL BE ALLOWED FOR ANY DAY AS TO WHICH THE EMPLOYEE IS ENTITLED TO VACATION OR HOLIDAY PAY.

(E) 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.

REDUCTION OF FORCES

RULE 27. WHEN THE FORCE IS REDUCED, SENIORITY AS PER RULE 31 WILL GOVERN, THE EMPLOYEES AFFECTED TO TAKE THE RATE OF THE JOB TO WHICH THEY ARE ASSIGNED. SUCH EMPLOYEES WILL GIVE WRITTEN NOTICE TO THE FOREMAN, WITH A COPY TO LOCAL COMMITTEE, OF THEIR INTENTION TO EXERCISE SENIORITY RIGHTS WITHIN TWENTY-FOUR HOURS AFTER RECEIVING NOTICE OF REDUCTION.

(40) EXCEPT AS PROVIDED FOR HEREINAFTER, FORTY BULLETIN HOURS NOTICE WILL BE GIVEN BE-

FORE HOURS ARE REDUCED. IF THE FORCE IS TO BE REDUCED, FIVE (5) WORKING DAYS NOTICE WILL BE GIVEN THE EMPLOYEES AFFECTED BEFORE REDUCTION IS MADE, AND LISTS WILL BE FURNISHED THE LOCAL COMMITTEE. BULLETIN NOTICE OF FORCE REDUCTION, AS CONTEMPLATED IN THIS PARAGRAPH, SHALL BE IN THE FORMAT SET FORTH IN APPENDIX "19" HERETO.

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 THE ENSUING PARAGRAPH, PROVIDED THAT SUCH CONDITIONS RESULT IN SUSPENSION OF THE CARRIER'S OPERATIONS IN WHOLE OR IN PART. IT IS UNDERSTOOD AND AGREED THAT SUCH TEMPORARY FORCE REDUCTIONS WILL BE CONFINED SOLELY TO THOSE WORK LOCATIONS DIRECTLY AFFECTED BY ANY SUSPENSION OF OPERATIONS. IT IS FURTHER UNDERSTOOD AND AGREED THAT NOTWITHSTANDING THE FOREGOING, ANY EMPLOYEE WHO IS AFFECTED BY AN EMERGENCY FORCE REDUCTION AND REPORTS FOR WORK FOR HIS POSITION WITHOUT HAVING BEEN PREVIOUSLY NOTIFIED NOT TO REPORT, SHALL RECEIVE FOUR HOURS' PAY AT THE APPLICABLE RATE FOR HIS POSITION.

MOREOVER, 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.

IN THE RESTORATION OF FORCES, SENIOR LAID OFF EMPLOYEES WILL BE GIVEN PREFERENCE IN RETURNING TO SERVICE, IF AVAILABLE WITHIN A REASONABLE TIME, AND SHALL BE RETURNED TO THEIR FORMER POSITIONS IF POSSIBLE, REGULAR HOURS TO BE REESTABLISHED PRIOR TO ANY ADDITIONAL INCREASE IN FORCE. RECALL LETTERS

WILL BE ISSUED IN THE FORMAT SET FORTH IN APPENDIX "20" HERETO.

THE LOCAL COMMITTEE WILL BE FURNISHED A LIST OF EMPLOYEES TO BE RESTORED TO SERVICE. IN THE REDUCTION OF THE FORCE, THE RATIO OF APPRENTICES SHALL BE MAINTAINED.

RULE 28. EMPLOYEES FURLOUGHED ON ACCOUNT OF REDUCTION IN FORCE, WHO DESIRE TO SEEK EMPLOYMENT ELSEWHERE, UPON APPLICATION WILL BE FURNISHED WITH A PASS, SUBJECT TO PASS REGULATIONS.

RULE 29. WHEN REDUCING FORCES, IF EMPLOYEES ARE NEEDED AT OTHER POINTS, THEY WILL BE GIVEN PREFERENCE TO TRANSFER, WITH PRIVILEGE OF RETURNING TO HOME STATION WHEN FORCE IS INCREASED, SUCH TRANSFER TO BE MADE WITHOUT EXPENSE TO THE COMPANY, SENIORITY TO GOVERN.

IN THE APPLICATION OF THIS PROVISION, FURLOUGHED EMPLOYEES WILL BE GIVEN PREFERENCE IN FILLING VACANCIES BEFORE HIRING NEW EMPLOYEES, REGARDLESS OF WHERE THEY MAY BE FURLOUGHED. FURTHERMORE, IF AND WHEN SENIORITY ROSTERS ARE EXHAUSTED AT ANY POINT, THE OFFICER OF THE CARRIER HAVING JURISDICTION WILL NOTIFY THE DEPARTMENT HEAD BY WIRE, WHO WILL THEN WIRE THE GENERAL CHAIRMAN OF THE CRAFT AFFECTED, REQUESTING ASSISTANCE IN FURNISHING FURLOUGHED MEN OFF THE BALANCE OF THE SYSTEM.

WHEN SENIORITY ROSTERS ARE EXHAUSTED AND FURLOUGHED EMPLOYEES OF THE SAME CRAFT ARE NOT READILY AVAILABLE, NEEDED POSITIONS MAY BE FILLED TEMPORARILY FOR A PERIOD OF NOT TO EXCEED TEN (10) DAYS WITHOUT SUCH TEMPORARY EMPLOYEE ACCRUING ANY SENIORITY; HOWEVER, IF DURING SUCH TEN (10) DAY PERIOD A FURLOUGHED EMPLOYEE FROM SOME OTHER POINT IS SECURED, SAID EMPLOYEE CAN DISPLACE THE TEMPORARY EMPLOYEE WITHOUT CONSIDERATION BEING GIVEN AS TO THE USUAL FIVE (5) DAYS NOTICE OF FURLOUGH. IN THE APPLICATION OF THIS PROVISION, THE TEMPORARY EMPLOYEE REFERRED TO MUST BE AN INDIVIDUAL WITH THE REQUISITE EXPERIENCE IN THE TRADE.

RULE 30. EMPLOYEES REQUIRED TO WORK WHEN SHOPS ARE CLOSED DOWN, DUE TO BREAKDOWN IN MACHINERY, FLOODS, FIRES, AND THE LIKE, WILL RECEIVE STRAIGHT TIME FOR REGULAR HOURS, AND OVERTIME FOR OVERTIME HOURS.

SENIORITY

RULE 31. SENIORITY OF EMPLOYEES IN EACH CRAFT COVERED BY THIS AGREEMENT SHALL BE CONFINED TO THE POINT EMPLOYED IN EACH DEPARTMENT.

TWO SUBDIVISIONS OF SHEET METAL WORKERS:

SHEET METAL WORKERS
MOLDERS

FIVE SUBDIVISIONS OF THE CARMEN AS FOLLOWS:

PATTERN MAKERS
UPHOLSTERERS
PAINTERS
ELECTRO-PLATERS
OTHER CARMEN

THE SENIORITY LISTS WILL BE OPEN TO INSPECTION, AND COPY FURNISHED THE COMMITTEE.

ASSIGNMENT OF WORK

RULE 32. NONE BUT MECHANICS OR APPRENTICES REGULARLY EMPLOYED AS SUCH SHALL DO MECHANICS' WORK AS PER SPECIAL RULES OF EACH CRAFT, EXCEPT FOREMEN AT POINTS WHERE NO MECHANICS ARE EMPLOYED.

AT POINTS WHERE MECHANICS ARE EMPLOYED, FOREMEN MAY GIVE INSTRUCTIONS IN THE NORMAL PERFORMANCE OF THEIR DUTIES.

AT OUTLYING POINTS (TO BE AGREED UPON) WHERE THERE IS NOT SUFFICIENT WORK TO JUSTIFY EMPLOYING A MECHANIC OF EACH CRAFT, THE MECHANIC OR MECHANICS EMPLOYED AT SUCH POINTS WILL, SO FAR AS CAPABLE, PERFORM THE WORK OF ANY CRAFT THAT MAY BE NECESSARY.

(NOTE: FOR MODIFICATIONS OF THIS RULE, SEE ARTICLES III AND IV OF SEPTEMBER 25, 1964 AGREEMENT - APPENDIX "4".)

RULE 33. 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 ELECTRICAL WELDERS; WHERE OXYACETYLENE OR OTHER WELDING PROCESSES ARE USED, EACH CRAFT SHALL PERFORM THE WORK WHICH WAS GENERALLY RECOGNIZED AS WORK BELONGING TO THAT CRAFT, EXCEPT THE USE OF THE CUTTING TORCH WHEN ENGAGED IN WRECKING SERVICE, OR CUTTING UP SCRAP.

WHEN PERFORMING WELDING FOR FOUR HOURS OR LESS IN ANY ONE DAY, EMPLOYEES WILL BE PAID THE WELDER'S RATE OF PAY ON THE HOURLY BASIS WITH A MINIMUM OF ONE HOUR; FOR MORE THAN FOUR HOURS IN ANY ONE DAY, WELDER'S RATE OF PAY WILL APPLY FOR THAT DAY.

THE USE OF CUTTING TORCH IS CONSIDERED MECHANIC'S WORK.

WELDERS' RATE WILL BE PAID TO MECHANICS FOR CUTTING WORK WHEN ASSIGNED AS CUTTERS, EITHER REGULARLY, TEMPORARILY OR ON OVERFLOW WORK.

FOREMANSHIP--FILLING TEMPORARILY

RULE 34. SHOULD AN EMPLOYEE BE ASSIGNED TEMPORARILY TO FILL THE POSITION OF A FOREMAN, HE WILL GET THE FOREMAN'S RATE. SAID POSITION SHALL BE FILLED ONLY BY MECHANICS OF THEIR RESPECTIVE CRAFT IN THEIR DEPARTMENT.

GRIEVANCES

RULE 35. TIME LIMIT ON CLAIMS AND GRIEVANCES. ALL CLAIMS OR GRIEVANCES SHALL BE HANDLED AS FOLLOWS:

(A) ALL CLAIMS OR GRIEVANCES MUST BE PRESENTED IN WRITING BY OR ON BEHALF OF THE EMPLOYEE INVOLVED, TO THE OFFICER OF THE CARRIER AUTHORIZED TO RECEIVE SAME, WITHIN 60 DAYS FROM THE DATE OF THE OCCURRENCE ON WHICH THE CLAIM OR GRIEVANCE IS BASED. SHOULD ANY SUCH CLAIM OR GRIEVANCE BE DISALLOWED, THE CARRIER SHALL, WITHIN 60 DAYS

FROM THE DATE SAME IS FILED, NOTIFY WHOEVER FILED THE CLAIM OR GRIEVANCE (THE EMPLOYEE OR HIS REPRESENTATIVE) IN WRITING OF THE REASONS FOR SUCH DISALLOWANCE. IF NOT SO NOTIFIED, THE CLAIM OR GRIEVANCE SHALL BE ALLOWED AS PRESENTED, BUT THIS SHALL NOT BE CONSIDERED AS A PRECEDENT OR WAIVER OF THE CONTENTIONS OF THE CARRIER AS TO OTHER SIMILAR CLAIMS OR GRIEVANCES.

(B) IF A DISALLOWED CLAIM OR GRIEVANCE IS TO BE APPEALED, SUCH APPEAL MUST BE IN WRITING AND MUST BE TAKEN WITHIN 60 DAYS FROM RECEIPT OF NOTICE OF DISALLOWANCE, AND THE REPRESENTATIVE OF THE CARRIER SHALL BE NOTIFIED IN WRITING WITHIN THAT TIME OF THE REJECTION OF HIS DECISION. FAILING TO COMPLY WITH THIS PROVISION, THE MATTER SHALL BE CONSIDERED CLOSED, BUT THIS SHALL NOT BE CONSIDERED AS A PRECEDENT OR WAIVER OF THE CONTENTIONS OF THE EMPLOYEES AS TO OTHER SIMILAR CLAIMS OR 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.

(C) THE REQUIREMENTS OUTLINED IN PARAGRAPHS (A) AND (B), PERTAINING TO APPEAL BY THE EMPLOYEE AND DECISION BY THE CARRIER, SHALL GOVERN IN APPEALS TAKEN TO EACH SUCCEEDING OFFICER, EXCEPT IN CASES OF APPEAL FROM THE DECISION OF THE HIGHEST OFFICER DESIGNATED BY THE CARRIER TO HANDLE SUCH DISPUTES. ALL CLAIMS OR GRIEVANCES INVOLVED IN A DECISION BY THE HIGHEST DESIGNATED OFFICER SHALL BE BARRED UNLESS WITHIN 9 MONTHS FROM THE DATE OF SAID OFFICER'S DECISION PROCEEDINGS ARE INSTITUTED BY THE EMPLOYEE OR HIS DULY AUTHORIZED REPRESENTATIVE BEFORE THE APPROPRIATE DIVISION OF THE NATIONAL RAILROAD ADJUSTMENT BOARD OR A SYSTEM, GROUP OR REGIONAL BOARD OF ADJUSTMENT THAT HAS BEEN AGREED TO BY THE PARTIES HERETO AS PROVIDED IN SECTION 3 SECOND OF THE RAILWAY LABOR ACT. IT IS UNDERSTOOD, HOWEVER, THAT THE PARTIES MAY BY AGREEMENT, IN ANY PARTICULAR CASE EXTEND THE 9 MONTHS' PERIOD HEREIN REFERRED TO.

(D) A CLAIM MAY BE FILED AT ANY TIME FOR AN ALLEGED CONTINUING VIOLATION OF ANY AGREEMENT AND ALL RIGHTS OF THE CLAIMANT OR CLAIMANTS INVOLVED THEREBY SHALL, UNDER THIS RULE, BE FULLY PROTECTED BY THE FILING OF ONE CLAIM OR GRIEVANCE BASED THEREON AS LONG AS SUCH ALLEGED VIOLATION, IF FOUND TO BE SUCH, CONTINUES. HOWEVER, NO MONETARY CLAIM SHALL BE ALLOWED RETROACTIVELY FOR MORE THAN 60 DAYS PRIOR TO THE FILING THEREOF. WITH RESPECT TO CLAIMS AND GRIEVANCES INVOLVING AN EMPLOYEE HELD OUT OF SERVICE IN DISCIPLINE CASES, THE ORIGINAL NOTICE OF REQUEST FOR REINSTATEMENT WITH PAY FOR TIME LOST SHALL BE SUFFICIENT.

(E) THIS RULE RECOGNIZES THE RIGHT OF REPRESENTATIVES OF THE ORGANIZATIONS, PARTIES HERETO, TO FILE AND PROSECUTE CLAIMS AND GRIEVANCES FOR AND ON BEHALF OF THE EMPLOYEES THEY REPRESENT.

(F) THIS AGREEMENT IS NOT INTENDED TO DENY THE RIGHT OF THE EMPLOYEE TO USE ANY OTHER LAWFUL ACTION FOR THE SETTLEMENT OF CLAIMS OR GRIEVANCES PROVIDED SUCH ACTION IS INSTITUTED WITHIN 9 MONTHS OF THE DATE OF THE DECISION OF THE HIGHEST DESIGNATED OFFICER OF THE CARRIER.

(G) THIS RULE SHALL NOT APPLY TO REQUESTS FOR LENIENCY.

(H) ALL CONFERENCES BETWEEN LOCAL OFFICIALS AND LOCAL COMMITTEES TO BE HELD DURING REGULAR WORKING HOURS WITHOUT LOSS OF TIME TO COMMITTEEMEN.

RULE 36. PRIOR TO ASSERTION OF GRIEVANCES AS HEREIN PROVIDED, AND WHILE QUESTIONS OF GRIEVANCES ARE PENDING, THERE WILL NEITHER BE A SHUTDOWN BY THE EMPLOYER NOR A SUSPENSION OF WORK BY THE EMPLOYEES.

RULE 37. NO EMPLOYEE SHALL BE DISCIPLINED WITHOUT A FAIR HEARING BY DESIGNATED OFFICER OF THE CARRIER, AND A COPY OF THE TRANSCRIPT OF THE HEARING SHALL BE FURNISHED THE EMPLOYEE INVOLVED AND HIS DULY AUTHORIZED REPRESENTATIVE. SUSPENSION IN PROPER CASES PENDING A HEARING, WHICH SHALL BE PROMPT, SHALL NOT BE

DEEMED A VIOLATION OF THIS RULE. AT A REASONABLE TIME PRIOR TO THE HEARING, SUCH EMPLOYEE AND HIS DULY AUTHORIZED REPRESENTATIVE WILL BE APPRISED OF THE PRECISE CHARGE AND GIVEN REASONABLE OPPORTUNITY TO SECURE THE PRESENCE OF NECESSARY WITNESSES. IF IT IS FOUND THAT AN EMPLOYEE HAS BEEN UNJUSTLY SUSPENDED OR DISMISSED FROM THE SERVICE, SUCH EMPLOYEE SHALL BE REINSTATED WITH HIS SENIORITY RIGHTS UNIMPAIRED, AND COMPENSATED FOR THE WAGE LOSS, IF ANY, RESULTING FROM SAID SUSPENSION OR DISMISSAL.

RULE 38. NO JOURNEYMAN MECHANIC OR REGULAR HELPER WHO HAS BEEN IN THE SERVICE OF THE RAILROAD NINETY DAYS SHALL BE DISMISSED FOR INCOMPETENCY, NEITHER SHALL AN EMPLOYEE BE DISCHARGED FOR ANY CAUSE WITHOUT FIRST BEING GIVEN AN INVESTIGATION.

COMMITTEES

RULE 39. THE COMPANY WILL NOT DISCRIMINATE AGAINST ANY COMMITTEEMEN WHO FROM TIME TO TIME ARE DELEGATED TO REPRESENT OTHER EMPLOYEES, AND WILL GRANT THEM LEAVE OF ABSENCE AND FREE TRANSPORTATION.

APPRENTICES

RULE 40. ALL APPRENTICES MUST BE ABLE TO SPEAK, READ AND WRITE THE ENGLISH LANGUAGE AND UNDERSTAND AT LEAST THE FIRST FOUR RULES OF ARITHMETIC.

THE APPRENTICESHIP TENURE FOR ALL CRAFTS, EXCLUDING MACHINISTS, SHALL BE AS FOLLOWS:

(1) REGULAR APPRENTICESHIP SHALL CONSIST OF EIGHT PERIODS OF 130 EIGHT-HOUR DAYS OF SERVICE EACH, OVERTIME EXCLUDED.

(2) HELPER APPRENTICESHIP SHALL CONSIST OF SIX PERIODS OF 130 EIGHT-HOUR DAYS OF SERVICE EACH, OVERTIME EXCLUDED.

IN ORDER THAT APPRENTICES WHO MAY OCCASIONALLY BE UNAVOIDABLY DETAINED FROM WORK WILL NOT BE UNDULY PENALIZED IN COMPLETING THEIR APPRENTICESHIP PERIODS, REGULAR APPREN-

TICES AND HELPER APPRENTICES WILL BE CREDITED WITH A DAY OF SERVICE TOWARD COMPLETION OF THEIR APPRENTICESHIP FOR DAYS ON WHICH SUCH ABSENCE IS NOT MORE THAN TWO HOURS WITHIN THEIR REGULARLY ASSIGNED WORK DAY.

IF RETAINED IN THE SERVICE AT THE EXPIRATION OF THEIR APPRENTICESHIP, THEY SHALL BE PAID NOT LESS THAN THE MINIMUM RATE ESTABLISHED FOR JOURNEYMEN MECHANICS OF THEIR RESPECTIVE CRAFTS.

APPRENTICES SHALL NOT WORK ON OXYACETYLENE, THERMIT, ELECTRIC OR OTHER WELDING PROCESSES UNTIL THEY ARE IN THE LAST FOUR PERIODS OF THEIR APPRENTICESHIP.

IN SELECTING HELPER APPRENTICES, SENIORITY, IF COMPETENT, WILL GOVERN; AND ALL SELECTIONS WILL BE MADE IN CONJUNCTION WITH THE RESPECTIVE SHOP CRAFT COMMITTEES.

INSOFAR AS MACHINIST APPRENTICES AND HELPER APPRENTICES ARE CONCERNED, THEY SHALL BE GOVERNED BY THE TERMS OF THE SEPARATE APPRENTICESHIP AGREEMENT WITH THAT ORGANIZATION AND ANY RULES IN THIS AGREEMENT IN CONFLICT THEREWITH ARE NOT APPLICABLE TO APPRENTICES OF THAT CRAFT.

RULE 41. ALL APPRENTICES MUST BE INDENTURED AND SHALL BE FURNISHED WITH A DUPLICATE OF INDENTURE BY THE COMPANY, WHO WILL ALSO FURNISH EVERY OPPORTUNITY POSSIBLE FOR THE APPRENTICE TO SECURE A COMPLETE KNOWLEDGE OF THE TRADE. NO APPRENTICE WILL BE STARTED AT POINTS WHERE THERE ARE NOT ADEQUATE FACILITIES FOR LEARNING THE TRADE.

RULE 42. THE RATIO OF APPRENTICES IN THEIR RESPECTIVE CRAFTS EXCEPT MACHINIST APPRENTICES, SHALL BE NOT MORE THAN ONE TO EVERY SEVEN MECHANICS.

TWO APPRENTICES WILL NOT BE WORKED TOGETHER AS PARTNERS.

THE DISTRIBUTION OF APPRENTICES AMONG SHOPS WHERE GENERAL REPAIRS ARE MADE ON THE

FORMER MASTER MECHANICS' DIVISIONS IN EXISTENCE AS OF SEPTEMBER 1, 1949, SHALL BE AS NEARLY AS POSSIBLE IN PROPORTION TO THE MECHANICS IN THE RESPECTIVE TRADES EMPLOYED THEREIN. IN COMPUTING THE NUMBER OF APPRENTICES THAT MAY BE EMPLOYED IN A TRADE ON A DIVISION, THE TOTAL NUMBER OF MECHANICS OF THAT TRADE EMPLOYED ON THE DIVISION WILL BE CONSIDERED.

IF WITHIN SIX MONTHS AN APPRENTICE SHOWS NO APTITUDE TO LEARN THE TRADE, HE WILL NOT BE RETAINED AS AN APPRENTICE.

AN APPRENTICE SHALL NOT BE DISMISSED OR LEAVE THE SERVICE OF HIS OWN ACCORD, EXCEPT FOR JUST AND SUFFICIENT CAUSE, BEFORE COMPLETING HIS APPRENTICESHIP.

APPRENTICES SHALL NOT BE ASSIGNED TO WORK ON NIGHT SHIFTS AND APPRENTICES SHALL NOT BE ALLOWED TO WORK OVERTIME DURING THE FIRST THREE YEARS OF THEIR APPRENTICESHIP.

IF AN APPRENTICE IS RETAINED IN THE SERVICE UPON COMPLETING THE APPRENTICESHIP, HIS SENIORITY RIGHTS AS A MECHANIC WILL DATE FROM THE TIME OF COMPLETION OF APPRENTICESHIP.

IN THE EVENT MECHANICS OF A CRAFT ARE FURLOUGHED AT THE POINT WHEN AN APPRENTICE AT THE SAME POINT COMPLETES HIS APPRENTICESHIP, THE APPRENTICE WILL BE AFFORDED THE OPPORTUNITY TO WORK AS A MECHANIC FOR ONE FULL REGULAR WEEKDAY IN ORDER TO ESTABLISH SENIORITY AS A MECHANIC AT HIS HOME POINT, WITH SENIORITY TO BE EXERCISED THEREAFTER IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT. THIS HANDLING, HOWEVER, IS NOT TO BE CONSIDERED AS A FORCE INCREASE FOR THIS ONE DAY, AND NO SENIOR FURLOUGHED EMPLOYEE, IF ANY, SHALL HAVE A RIGHT TO SUCH WORK UNDER THESE CIRCUMSTANCES.

TO THE EXTENT THIS RULE CONFLICTS WITH THE SEPARATE MACHINIST APPRENTICESHIP AGREEMENT, THE TERMS OF THAT AGREEMENT SHALL BE APPLICABLE.

APPLICANTS FOR EMPLOYMENT

RULE 43. APPLICANTS FOR EMPLOYMENT MAY BE REQUIRED TO TAKE PHYSICAL EXAMINATION AT THE EXPENSE OF THE CARRIER TO DETERMINE THE FITNESS OF THE APPLICANT TO REASONABLY PERFORM THE SERVICE REQUIRED IN HIS CRAFT OR CLASS. THEY WILL ALSO BE REQUIRED TO MAKE A STATEMENT INDICATING THE NECESSARY YEARS OF EXPERIENCE IN THEIR RESPECTIVE CRAFT, AS WELL AS THE NAME AND LOCAL ADDRESS OF THEIR LAST EMPLOYER.

CONDITION OF SHOPS

RULE 44. GOOD DRINKING WATER AND ICE WILL BE FURNISHED. SANITARY DRINKING FOUNTAINS WILL BE PROVIDED WHERE NECESSARY. PITS AND FLOORS, LOCKERS, TOILETS AND WASH ROOMS WILL BE KEPT IN A CLEAN, DRY AND SANITARY CONDITION. SHOPS, LOCKER ROOMS AND WASH ROOMS WILL BE LIGHTED AND HEATED IN THE BEST MANNER POSSIBLE CONSISTENT WITH THE SOURCE OF HEAT AND LIGHTS AVAILABLE AT THE POINT IN QUESTION.

PERSONAL INJURIES

RULE 45. 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, 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 PERSONAL INJURY CLAIM DEPARTMENT.

NOTICES

RULE 46. A PLACE WILL BE PROVIDED INSIDE ALL SHOPS AND ENGINEHOUSES WHERE PROPER NOTICES OF INTEREST TO EMPLOYEES MAY BE POSTED. PERMISSION TO POST SUCH NOTICES WILL BE OBTAINED FROM THE OFFICER IN CHARGE.

FREE TRANSPORTATION

RULE 47. EMPLOYES AND THOSE DEPENDENT UPON THEM FOR SUPPORT WILL BE GIVEN THE SAME CONSIDERATION IN ISSUING FREE TRANSPORTATION AS IS GRANTED OTHER EMPLOYES IN THE SERVICE.

PROTECTION TO EMPLOYES

RULE 48. EMPLOYES 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. WHEN IT IS NECESSARY TO MAKE REPAIRS TO ENGINES, BOILERS, TANKS AND TANK CARS, SUCH PARTS SHALL BE CLEANED BEFORE MECHANICS ARE REQUIRED TO WORK ON SAME. THIS WILL ALSO APPLY TO CARS UNDERGOING GENERAL REPAIRS. EMPLOYES WILL NOT BE ASSIGNED TO JOBS WHERE THEY WILL BE EXPOSED TO SAND BLAST AND PAINT BLOWERS WHILE IN OPERATION.

ALL ACETYLENE OR ELECTRIC WELDING OR CUTTING WILL BE PROTECTED BY A SUITABLE SCREEN AND PROPER VENTILATION WHEN REQUIRED OR PRACTICABLE.

RULE 49. THE MANAGEMENT WITH THE COOPERATION OF THE EMPLOYES, WILL KEEP SHOPS AND YARDS IN A CLEAN AND SANITARY CONDITION AND ALL MACHINERY AND TOOLS IN A SAFE AND WORKING CONDITION.

RULE 50. NO EMPLOYEE WILL BE REQUIRED TO WORK UNDER A LOCOMOTIVE OR CAR WITHOUT BEING PROTECTED BY PROPER SIGNALS. WHERE THE NATURE OF THE WORK TO BE DONE REQUIRES IT, LOCOMOTIVES AND PASSENGER CARS WILL BE PLACED OVER A PIT, IF AVAILABLE.

RULE 51. WHEN LOCOMOTIVES ARE BEING OPERATED IN SHOPS OR ENGINEHOUSES EXHAUST FANS WILL BE PLACED IN OPERATION IF AND WHEN POSSIBLE TO DO SO. EFFORTS WILL BE MADE TO KEEP EXHAUST FANS IN OPERATING ORDER.

HELP TO BE FURNISHED

RULE 52. WHEN EXPERIENCED HELPERS ARE AVAILABLE THEY WILL BE EMPLOYED IN PREFERENCE TO INEXPERIENCED MEN.

HELPERS WILL WORK UNDER THE DIRECTION OF THE MECHANICS WHOM THEY ASSIST AND BOTH UNDER THE DIRECTION OF THE FOREMAN. HELPERS WILL BE KEPT FULLY OCCUPIED AT HELPERS' WORK WITH A VIEW OF COMPLETING THE WORK IN A REASONABLE TIME.

LABORERS WHEN USED AS HELPERS WILL BE PAID THE HELPERS' RATE.

MISCELLANEOUS

RULE 53. AT SHOPS AND OTHER FACILITIES EQUIPPED WITH ELECTRICITY, ELECTRIC LIGHT GLOBES AND EXTENSIONS WILL BE KEPT IN TOOL ROOMS AVAILABLE FOR USE.

RULE 54. WHERE REQUIRED, 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.

RULE 55. WORK OF SCRAPPING ENGINES, BOILERS, TANKS, AND CARS, OR OTHER MACHINERY, WILL BE DONE BY CREWS UNDER THE DIRECTION OF A MECHANIC, IT BEING UNDERSTOOD SUCH CREWS MAY CONSIST OF SUCH CLASSIFICATIONS AS HELPERS AND LABORERS.

RULE 56. THE EXERCISING OF SENIORITY TO DISPLACE JUNIOR EMPLOYEES, USUALLY TERMED "ROLLING" OR "BUMPING", WILL NOT BE PERMITTED.

LEAD WORKMEN

RULE 57. IN SMALL GANGS A LEAD MECHANIC OR WORKMAN MAY BE ASSIGNED WHO WILL TAKE THE LEAD AND DIRECT THE WORK OF OTHER MEMBERS OF THE GANG. FOR SUCH SERVICES A DIFFERENTIAL RATE OF SIX (6) CENTS PER HOUR WILL BE PAID IN ADDITION TO THE ESTABLISHED RATE OF THE CRAFT.

MACHINISTS' SPECIAL RULES

RULE 58. QUALIFICATIONS. ANY MAN WHO HAS SERVED AN APPRENTICESHIP OR HAS HAD FOUR YEARS EXPERIENCE AT THE MACHINISTS' TRADE, AND WHO BY HIS SKILL AND EXPERIENCE, IS QUALIFIED AND CAPABLE OF LAYING OUT AND FITTING TOGETHER THE METAL PARTS OF ANY MACHINE OR LOCOMOTIVE, WITH OR WITHOUT DRAWINGS, AND COMPETENT TO DO EITHER SIZING, SHAPING, TURNING, BORING, PLANING, GRINDING, FINISHING OR ADJUSTING THE METAL PARTS OF ANY MACHINE OR LOCOMOTIVE, SHALL CONSTITUTE A MACHINIST.

RULE 59. CLASSIFICATION OF WORK. MACHINISTS' WORK SHALL CONSIST OF LAYING OUT, FITTING, ADJUSTING, SHAPING, BORING, SLOTTING, MILLING AND GRINDING OF METALS USED IN BUILDING, ASSEMBLING, MAINTAINING, DISMANTLING AND INSTALLING LOCOMOTIVES AND ENGINES (OPERATED BY STEAM OR OTHER POWER), PUMPS, CRANES, HOISTS, ELEVATORS, PNEUMATIC AND HYDRAULIC TOOLS AND MACHINERY, SCALE BUILDING, SHAFTING AND OTHER SHOP MACHINERY, RATCHET AND OTHER SKILLED DRILLING AND REAMING; TOOL AND DIE MAKING, TOOL GRINDING AND MACHINE GRINDING, AXLE TRUING, AXLE, WHEEL AND TIRE TURNING AND BORING; ENGINE INSPECTING; AIR EQUIPMENT, LUBRICATOR AND INJECTOR WORK; REMOVING, REPLACING, GRINDING, BOLTING AND BREAKING OF ALL JOINTS ON SUPERHEATERS; OXYACETYLENE, THERMIT AND ELECTRIC WELDING ON WORK GENERALLY RECOGNIZED AS MACHINISTS' WORK; THE OPERATION OF ALL MACHINES USED IN SUCH WORK, INCLUDING DRILL PRESSES AND BOLT THREADERS USING A FACING, BORING OR TURNING HEAD OR MILLING APPARATUS; AND ALL OTHER WORK GENERALLY RECOGNIZED AS MACHINISTS' WORK.

RULE 60. MACHINIST APPRENTICES. INCLUDE REGULAR AND HELPER APPRENTICES IN CONNECTION WITH THE WORK AS DEFINED IN RULE 59. THE SELECTION OF APPRENTICES WILL BE MADE WITHOUT REGARD TO RACE, CREED, COLOR, SEX OR NATIONAL ORIGIN.

RULE 61. MACHINIST HELPERS. HELPERS' WORK SHALL CONSIST OF HELPING MACHINISTS AND APPRENTICES, OPERATING DRILL PRESSES (PLAIN DRILLING) AND BOLT THREADERS NOT USING FACING,

BORING OR TURNING HEAD OR MILLING APPARATUS, WHEEL PRESSES (ON CAR, ENGINE TRUCK AND TENDER TRUCK WHEELS), NUT TAPPERS AND FACERS, BOLT POINTING AND CENTERING MACHINES, CAR BRASS BORING MACHINES, TWIST DRILL GRINDERS; ATTENDING TOOL ROOM, MACHINERY OILING, LOCOMOTIVE OILING, BOX PACKING, APPLYING AND REMOVING TRAILER AND ENGINE TRUCK BRASSES, ASSISTING IN DISMANTLING LOCOMOTIVES AND ENGINES, APPLYING ALL COUPLINGS BETWEEN ENGINE AND TENDER; LOCOMOTIVE TENDER AND DRAFT RIGGING WORK EXCEPT WHEN PERFORMED BY CARMEN, AND ALL OTHER WORK GENERALLY RECOGNIZED AS HELPERS' WORK.

RULE 62. ASSIGNMENT TO RUNNING REPAIRS.
MACHINISTS ASSIGNED TO RUNNING REPAIRS SHALL NOT BE REQUIRED TO WORK ON DEAD WORK AT POINTS WHERE DEAD WORK FORCES ARE MAINTAINED EXCEPT WHEN THERE IS NOT SUFFICIENT RUNNING REPAIRS TO KEEP THEM BUSY.

RULE 63. DEAD WORK. DEAD WORK MEANS ALL WORK ON AN ENGINE WHICH CANNOT BE HANDLED WITHIN TWENTY-FOUR GANG HOURS BY THE REGULARLY ASSIGNED RUNNING REPAIR FORCES MAINTAINED AT POINT WHERE THE QUESTION ARISES.

RULE 64. DEAD WORK AND RUNNING REPAIR FORCES. DEAD WORK FORCES WILL NOT BE ASSIGNED TO PERFORM RUNNING REPAIR WORK, EXCEPT WHEN THE REGULARLY ASSIGNED RUNNING REPAIR FORCES ARE UNABLE TO GET ENGINES OUT IN TIME TO PREVENT DELAY TO TRAIN MOVEMENT.

RULE 65. WORK AT WRECKS. IN CASE OF WRECKS WHERE ENGINES ARE DISABLED, MACHINIST AND HELPER, IF NECESSARY, SHALL ACCOMPANY THE WRECKER. THEY WILL WORK UNDER THE DIRECTION OF THE DERRICK FOREMAN.

RULE 66. APPRENTICES--SCHEDULE OF WORK. APPRENTICES SHALL BE GIVEN AN OPPORTUNITY OF LEARNING ALL BRANCHES OF THE TRADE. THEY WILL SERVE A TOTAL OF 732 DAYS (PAID HOLIDAYS FALLING IN THE APPRENTICE'S WORK WEEK, AND VACATIONS WITH PAY SHALL BE CREDITED TOWARD REQUIRED DAYS OF THE TRAINING PERIOD IN THE SAME MANNER AS DAYS OF WORK) AS AN APPRENTICE, AND THEIR TRAINING WILL, TO THE EXTENT PRACTICABLE, CONFORM TO EXISTING TRAINING SCHEDULES.

RULE 67. HELPER APPRENTICES. HELPERS WHO HAVE HAD NOT LESS THAN ONE YEAR'S EXPERIENCE AS MACHINIST HELPERS AT THE POINT WHERE EMPLOYED, MAY MAKE APPLICATION TO BECOME HELPER APPRENTICES. IN SELECTING HELPER APPRENTICES ABILITY AND SENIORITY WILL GOVERN AND SELECTION WILL BE MADE IN CONJUNCTION WITH THE RESPECTIVE SHOP COMMITTEE FROM QUALIFIED HELPERS IN SERVICE WITH EXPERIENCE IN THE CRAFT.

HELPER APPRENTICES WILL SERVE A TOTAL OF 488 DAYS, (PAID HOLIDAYS FALLING IN THE APPRENTICE'S WORK WEEK AND VACATIONS WITH PAY SHALL BE CREDITED TOWARD REQUIRED DAYS OF THE TRAINING PERIOD IN THE SAME MANNER AS DAYS OF WORK) IN SUCH CAPACITY, AND THEIR TRAINING WILL, TO THE EXTENT PRACTICABLE, CONFORM TO EXISTING TRAINING SCHEDULES.

RULE 68. HELPER APPRENTICES SHALL BE GOVERNED BY THE SAME RULES AS GOVERN REGULAR APPRENTICES.

RULE 69. THE NUMBER OF HELPER APPRENTICES MUST NOT AT ANY TIME EXCEED FIFTY PERCENT OF THE COMBINED NUMBER OF REGULAR AND HELPER APPRENTICES ASSIGNED.

RULE 70. HELPER APPRENTICES SHALL RECEIVE THE MINIMUM HELPERS' RATE FOR THE FIRST 122-DAY PERIOD, WITH THE DESIGNATED CENTS PER HOUR INCREASES FOR EACH 122-DAY PERIOD THEREAFTER UNTIL THEY HAVE SERVED FOUR 122-DAY PERIODS.

RULE 71. DIFFERENTIALS. AT POINTS WHERE THERE ARE ORDINARILY FIFTEEN OR MORE ENGINES TESTED AND INSPECTED EACH MONTH, AND MACHINISTS ARE REQUIRED TO SWEAR TO FEDERAL REPORTS COVERING SUCH INSPECTION, A MACHINIST WILL BE ASSIGNED TO HANDLE THIS WORK IN CONNECTION WITH OTHER MACHINISTS' WORK AND WILL BE ALLOWED SIX (6) CENTS PER HOUR ABOVE THE MACHINISTS' MINIMUM RATE AT THE POINT EMPLOYED.

AT POINTS OR ON SHIFTS WHERE NO INSPECTOR IS ASSIGNED AND MACHINISTS ARE REQUIRED TO INSPECT ENGINES AND SWEAR TO FEDERAL REPORTS, THEY WILL BE PAID SIX (6) CENTS PER HOUR ABOVE

THE MACHINISTS' MINIMUM RATE AT THE POINT EMPLOYED FOR THE DAYS ON WHICH SUCH INSPECTIONS ARE MADE.

AUTOGENOUS WELDERS SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID MECHANICS AT THE POINT EMPLOYED.

CELLAR PACKERS SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THEIR RATE AS HELPER.

BOILERMAKERS' SPECIAL RULES

RULE 72. QUALIFICATIONS. ANY MAN WHO HAS SERVED AN APPRENTICESHIP, OR HAS HAD FOUR 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 73. 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 FLUE WORK; BUILDING, REPAIRING, REMOVING AND APPLYING STEEL PILOTS, CABS, AND RUNNING BOARDS; LAYING OUT AND FITTING UP ANY SHEET IRON OR SHEET STEEL WORK MADE OF 16 GAUGE OR HEAVIER, INCLUDING FRONTS AND DOORS, ASH PANS, FRONT END NETTING AND DIAPHRAGM WORK, ENGINE TENDER STEEL UNDERFRAME AND PRESSED STEEL TENDER TRUCK FRAMES, 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 STAYBOLT BREAKERS, AIR RAMS AND HAMMERS; BULL, JAM, AND YOKE RIVETERS; BOILERMAKERS' WORK IN CONNECTION WITH BUILDING AND REPAIRING OF STEAM SHOVELS, DERRICKS, BOOMS, HOUSING, CIRCLES, AND COAL BUGGIES, I-BEAM, CHANNEL IRON, ANGLE IRON, AND T-IRON WORK; ALL DRILLING, CUTTING AND TAPPING AND OPERATING ROLLS IN CONNECTION WITH BOILERMAKERS' WORK; OXY-ACETYLENE, THERMIT AND ELECTRIC WELDING ON WORK GENERALLY RECOGNIZED AS BOILERMAKERS'

WORK, AND ALL OTHER WORK GENERALLY RECOGNIZED AS BOILERMAKERS' WORK, AND EMPLOYEES REMOVING AND APPLYING GRATES AND GRATE RIGGING, ALSO BRICK WORK.

RULE 74. BOILERMAKER APPRENTICES. INCLUDE REGULAR AND HELPER APPRENTICES IN CONNECTION WITH THE WORK AS DEFINED IN RULE 73.

RULE 75. 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 EMPLOYEES REMOVING AND APPLYING GRATES AND GRATE RIGGING, BRICK WORK, CUTTING OFF FLUES AND TESTING FOR REPAIRS, LOADING AND UNLOADING RATTLER, CLEANING TELLTALE HOLES IN STAYBOLTS, SCALING BOILERS, ATTENDING BOILER SHOP TOOL ROOM, HOLDING ON ALL STAY BOLTS AND RIVETS, STRIKING CHISEL BARS, SIDE SETS, AND BACKING OUT PUNCHES, AND HEATING RIVETS (EXCEPT WHEN PERFORMED BY APPRENTICES) AND ALL OTHER WORK PROPERLY RECOGNIZED AS BOILERMAKER HELPERS WORK.

RULE 76. RUNNING REPAIR WORK. BOILERMAKERS ASSIGNED TO RUNNING REPAIRS SHALL NOT BE REQUIRED TO WORK ON DEAD WORK AT POINTS WHERE DEAD WORK FORCES ARE MAINTAINED EXCEPT WHEN THERE IS NOT SUFFICIENT RUNNING REPAIRS TO KEEP THEM BUSY.

RULE 77. DEAD WORK. DEAD WORK MEANS ALL WORK ON AN ENGINE WHICH CANNOT BE HANDLED WITHIN TWENTY-FOUR GANG HOURS BY THE REGULARLY ASSIGNED RUNNING REPAIR FORCES MAINTAINED AT POINT WHERE THE QUESTION ARISES.

RULE 78. DEAD WORK AND RUNNING REPAIR FORCES. DEAD WORK FORCES WILL NOT BE ASSIGNED TO PERFORM RUNNING REPAIR WORK, EXCEPT WHEN THE REGULARLY ASSIGNED RUNNING REPAIR FORCES ARE UNABLE TO GET ENGINES OUT IN TIME TO PREVENT DELAY TO TRAIN MOVEMENT.

RULE 79. SPECIAL SERVICES. FLANGE TURNERS, LAYERS OUT AND FITTERS UP SHALL BE ASSIGNED IN SHOPS WHERE FLUE SHEETS AND HALF

SIDE SHEETS OR FIRE BOXES ARE FLANGED, REMOVED AND APPLIED. ONE MAN MAY PERFORM ALL THESE OPERATIONS WHERE THE SERVICE DOES NOT REQUIRE MORE THAN ONE MAN. IF NOT FULLY ENGAGED ON THE ABOVE WORK, THESE EMPLOYEES MAY BE ASSIGNED TO ANY WORK OF THEIR CRAFT.

BOILER INSPECTORS--STAY BOLT INSPECTORS WILL BE ASSIGNED TO ALL POINTS WHERE MONTHLY STAY BOLT AND BOILER INSPECTION OF FIFTEEN OR MORE ENGINES IS REQUIRED. WHEN SUCH EMPLOYEES HAVE NO INSPECTION WORK TO PERFORM, THEY MAY BE ASSIGNED TO OTHER BOILERMAKERS' WORK.

RULE 80. 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, EXCEPT WHERE ADEQUATE VENTILATION AND PROTECTION IS PROVIDED. TWO AUTOGENOUS OPERATORS SHALL NOT BE ASSIGNED TO WORK AT THE SAME TIME IN FIRE BOXES, ASHPANS, FLASH PANS, AND/OR FRONT ENDS.

RULE 81. OXYACETYLENE WELDING OR CUTTING OPERATOR OR ELECTRIC OPERATOR WILL BE FURNISHED WITH HELPER WHEN NECESSARY, OR WHEN IT IS ESSENTIAL FOR PERSONAL SAFETY.

RULE 82. SHOULD IT BECOME NECESSARY TO SEND OXYACETYLENE WELDER OR CUTTER OR ELECTRIC OPERATOR OUT OF THE SHOP IN COLD WEATHER, THE EMPLOYEE WILL BE GIVEN AMPLE TIME TO DRY OFF BEFORE BEING SENT OUT.

RULE 83. WHEN IT IS NECESSARY TO RENEW, REMOVE OR REPLACE FLUE, DOOR, SIDE, OR CROWN SHEETS BY MEANS OF OXYACETYLENE OR OTHER CUTTING OR WELDING PROCESSES, SUCH PORTION OF THE ASHPAN WINGS AND GRATES AS INTERFERE WITH THE OPERATOR, WILL BE REMOVED. DOME CAPS WILL BE REMOVED AND FRONT ENDS OPENED UP IF REQUIRED, FOR PROPER VENTILATION.

RULE 84. BOILERS WILL HAVE STEAM BLOWN OFF AND BE SUFFICIENTLY COOL BEFORE BOILERMAKERS OR APPRENTICES ARE REQUIRED TO WORK IN THEM, WHERE THERE IS A QUESTION OF SAFETY INVOLVED. BLOWERS WILL BE FURNISHED IF POSSIBLE

TO DO SO.

RULE 85. TWO BOILERMAKERS, OR ONE BOILERMAKER AND A COMPETENT APPRENTICE WITH AT LEAST FOUR PERIODS EXPERIENCE, WILL BE USED TO OPERATE A LONG STROKE HAMMER, THAT IS, AN AIR HAMMER CAPABLE OF DRIVING STAY BOLTS OR RIVETS FIVE-EIGHTS INCH DIAMETER, OR LARGER, OR OF EXPANDING FLUES OR TUBES. DOUBLE GUN WORK WILL NOT BE PERMITTED. AIR JACKS NOT TO BE CONSIDERED DOUBLE GUNS.

WHEN ROLLING OR EXPANDING SUPERHEATER FLUES FIVE INCHES OR LARGER, TWO BOILERMAKERS OR ONE BOILERMAKER AND A COMPETENT APPRENTICE WITH AT LEAST FOUR PERIODS EXPERIENCE, WILL BE USED.

RULE 86. HELPER APPRENTICES. FIFTY PERCENT OF THE APPRENTICES MAY CONSIST OF BOILERMAKER HELPERS WHO HAVE HAD NOT LESS THAN TWO CONSECUTIVE YEARS EXPERIENCE AS BOILERMAKER HELPER AT THE POINT WHERE EMPLOYED AT THE TIME APPLICATION FOR APPRENTICESHIP IS MADE.

THEY SHALL BE GOVERNED BY THE SAME RULES AS REGULAR APPRENTICES.

IF AT THE END OF THREE MONTHS THEY SHOW NO APTITUDE FOR LEARNING THE TRADE THEY WILL NOT BE RETAINED AS HELPER APPRENTICES.

THEY SHALL RECEIVE THE MINIMUM HELPERS RATE FOR THE FIRST 130-DAY PERIOD, WITH THE DESIGNATED CENTS PER HOUR INCREASES FOR EACH 130-DAY PERIOD THEREAFTER.

RULE 87. REGULAR APPRENTICES--SCHEDULE OF WORK. THE FOLLOWING SCHEDULE FOR REGULAR APPRENTICES SHOWING THE DIVISION OF TIME ON THE VARIOUS CLASSES OF WORK, IS DESIGNED AS A GUIDE, AND WILL BE FOLLOWED AS CLOSELY AS CONDITIONS WILL PERMIT:

130 DAYS--HEATING RIVETS AND HELPING
BOILERMAKERS,
130 DAYS--TANK REPAIRING AND SHEET IRON
WORK,
130 DAYS--ROLLING FLUES AND ASH PAN WORK,
130 DAYS--STAY BOLTS AND SETTING FLUES,

325 DAYS--GENERAL BOILER WORK,
65 DAYS--ELECTRIC OR OXYACETYLENE WELD-
ING,
130 DAYS--LAYING OUT AND FLANGING.

HELPER APPRENTICES WILL START ON THIRD PERIOD'S CLASSIFICATION OF WORK.

RULE 88. DIFFERENTIALS. BOILERMAKERS ASSIGNED AS BOILER INSPECTORS, WHO ARE REQUIRED TO CERTIFY TO FEDERAL REPORTS, ALSO FLANGES, LAYERS OUT, AND AUTOGENOUS WELDERS, SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID BOILERMAKERS AT THE POINT EMPLOYED.

AT POINTS OR ON SHIFTS WHERE NO INSPECTOR IS ASSIGNED AND BOILERMAKERS ARE REQUIRED TO INSPECT BOILERS, THEY WILL BE PAID SIX (6) CENTS PER HOUR ABOVE THE BOILERMAKERS' MINIMUM RATE AT THE POINT EMPLOYED FOR THE DAYS ON WHICH SUCH INSPECTIONS ARE MADE.

RULE 89. HELPERS ON FLANGE FIRES SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE HELPERS' RATE AT POINT EMPLOYED. REGULAR ASSIGNED HELPER WILL BE FURNISHED ON FLANGE FIRE.

BOILERWASHERS SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THEIR RATE AS HELPER.

RULE 90. NO TAPPING OR REAMING WILL BE DONE IN FIREBOXES WHEN SAME IS NEAR ENOUGH TO ENDANGER THE MEN WORKING ON INSIDE OF FIREBOX. A SPACE OF TEN ROWS OF STAY BOLTS WILL BE CONSIDERED SUFFICIENT, IT BEING UNDERSTOOD THAT THE HELPER WILL PROTECT THE MEN WITH A SLEEVE OVER A TAP WHEN TAPPING IS BEING DONE.

RULE 91. BOILERMAKERS ENGAGED ON RUNNING REPAIR WORK WILL BE FURNISHED A HELPER WHEN NECESSARY OR WHEN IT IS ESSENTIAL FOR PERSONAL SAFETY.

RULE 92. BOILERMAKERS SENT OUT ON THE ROAD TO DO BOILERMAKERS' WORK WILL HAVE HELPER FURNISHED WHEN NECESSARY.

RULE 93. WHEN FLUES (OTHER THAN BURST

FLUES) ARE TO BE REMOVED, THE FRONT END WILL BE OPENED AND SUCH PARTS OF THE DRAFT APPLI-
ANCES AS INTERFERE WITH THE BOILERMAKER WILL
BE REMOVED. CENTER ARCH PIPES IN ENGINE,
OTHER THAN THOSE EQUIPPED WITH COMBUSTION
CHAMBERS, WHICH INTERFERE WITH BOILERMAKERS
IN THE PERFORMANCE OF THEIR WORK, WILL BE RE-
MOVED.

RULE 94. BOILERMAKERS OR APPRENTICES
WHEN USING COMPOUND MOTORS WILL BE FURNISHED
SUFFICIENT COMPETENT HELP.

BLACKSMITHS' SPECIAL RULES

RULE 95. QUALIFICATIONS. ANY MAN WHO
HAS SERVED AN APPRENTICESHIP OR WHO HAS HAD
FOUR YEARS VARIED EXPERIENCE AT THE BLACK-
SMITHS' TRADE SHALL BE CONSIDERED A BLACK-
SMITH. 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 96. 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 BLACKSMITH FOREMAN; OPERATING FURNACES,
BULLDOZERS, FORGING MACHINES, DROP FORGING
MACHINES, BOLT MACHINES, AND BRADLEY HAMMERS;
HAMMERSMITHS, DROP HAMMERMEN, TRIMMERS, ROLL-
ING MILL OPERATORS, PANTOGRAPH OPERATOR;
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 GENER-
ALLY RECOGNIZED AS BLACKSMITHS' WORK.

RULE 97. BLACKSMITH APPRENTICES. IN-
CLUDE REGULAR AND HELPER APPRENTICES IN CON-
NECTION WITH THE WORK AS DEFINED IN RULE 96.

RULE 98. 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 99. HELPER APPRENTICES. FIFTY PERCENT OF THE APPRENTICES MAY CONSIST OF HELPERS WHO HAVE HAD NOT LESS THAN TWO CONSECUTIVE YEARS EXPERIENCE IN SHOP ON THE DIVISION WHERE ADVANCED. WHEN STARTED AS AN APPRENTICE THEY SHALL RECEIVE THE MINIMUM HELPERS' RATE OF PAY FOR THE FIRST 130-DAY PERIOD, WITH THE DESIGNATED CENTS PER HOUR INCREASES FOR EACH 130-DAY PERIOD THEREAFTER. HELPER APPRENTICES SHALL BE GOVERNED BY THE SAME LAWS AND RULES AS REGULAR APPRENTICES. IF AFTER THE FIRST THREE MONTHS THEY SHOW NO APTITUDE TO LEARN THE TRADE THEY WILL NOT BE RETAINED AS HELPER APPRENTICES.

RULE 100. APPRENTICES--SCHEDULE OF WORK. APPRENTICES SHALL BE GIVEN AN OPPORTUNITY TO LEARN ALL BRANCHES OF THE TRADE.

THE VARIOUS CLASSES OF WORK ARE DESIGNED AS A GUIDE AND WILL BE FOLLOWED AS CLOSELY AS CONDITIONS WILL PERMIT:

65 DAYS--HELPING,
65 DAYS--OPERATING STEAM HAMMER,
65 DAYS--SHAPE CUTTING MACHINE,
430 DAYS--GENERAL LIGHT BLACKSMITHING,
65 DAYS--WORKING WITH CASE HARDENER,
ETC.
65 DAYS--WORKING WITH HAMMERSMITH,
65 DAYS--WORKING WITH TOOLDRESSER,
130 DAYS--ELECTRIC AND ACETYLENE WELDING,
90 DAYS--WORKING OUT OF FURNACE ON FORGING MACHINE.

RULE 101. HELPERS BUILDING FIRES. BLACKSMITH HELPERS REQUIRED TO PREPARE OR BUILD COAL OR COKE FIRES OUTSIDE THEIR REGULAR WORKING HOURS, SHALL BE ALLOWED A MINIMUM OF TWENTY 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 102. REGULARLY ASSIGNED BLACKSMITHS AND HELPERS ENGAGED ON RUNNING REPAIR WORK LOCATED AT ENGINE HOUSES WILL WORK THE SAME HOURS AS OTHER CRAFTS IN ENGINE HOUSES.

RULE 103. FURNACE OPERATORS AND HEATERS. FURNACE OPERATORS (HEATERS) WILL BE ASSIGNED TO OPERATE FURNACES MAKING OR WORKING MATERIAL SIX INCHES OR OVER AND HEATING IT FOR FORGE-MAN.

HEATERS WILL BE ASSIGNED TO OPERATE FURNACES USED IN CONNECTION WITH FORGING MACHINES FOUR INCHES AND OVER OR TO HEAT ANY MATERIAL FOUR INCHES AND OVER TO BE FORGED.

HEATERS WILL ALSO BE ASSIGNED TO HEAVY FIRES.

WHEN OPERATORS ARE REQUIRED ON OTHER FURNACES, HELPERS WILL BE USED.

RULE 104. COAL AND OIL TO BE FURNISHED. COAL AND OIL SUITABLE FOR SMITHING PURPOSES WILL BE FURNISHED WHENEVER POSSIBLE.

RULE 105. HAMMER DRIVERS. COMPETENT STEAM HAMMER DRIVERS WILL BE FURNISHED.

RULE 106. ROAD WORK. BLACKSMITHS SENT OUT ON ROAD TO DO BLACKSMITHS' WORK WILL BE ACCOMPANIED BY HELPER WHEN NECESSARY.

RULE 107. DIFFERENTIALS. BLACKSMITHS WORKING AS HAMMERSMITH HEAVY FURNACE, QUALIFIED AND ASSIGNED TO FORGING FROM BILLETS SUCH ITEMS AS: MAIN AND SIDE RODS, PISTON RODS, FRAME SECTIONS, LIFT SHAFTS AND MAKING BLOOM IRON, SHALL RECEIVE 27.6 CENTS PER HOUR ABOVE THE MINIMUM RATE PAID BLACKSMITHS AT THE POINT EMPLOYED. SIMILAR RATE TO APPLY TO HAMMERSMITHS, AS AND WHEN THE PREPONDERANCE OF THEIR WORK COMES WITHIN THESE CONFINES.

BLACKSMITHS WORKING OR MAKING MATERIAL SIX INCHES OR OVER SHALL BE CLASSIFIED AS HAMMERSMITHS AND SHALL RECEIVE TWELVE (12) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID

BLACKSMITHS AT THE POINT EMPLOYED.

BLACKSMITHS WORKING MATERIAL FOUR INCHES OR OVER SHALL BE CLASSIFIED AS HEAVY FIRE BLACKSMITHS AND SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID BLACKSMITHS AT THE POINT EMPLOYED.

PANTOGRAPH OPERATORS, TOOLSMITHS, AND SPRING MAKERS SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID BLACKSMITHS AT THE POINT EMPLOYED.

HEATERS ON HEAVY FIRES SHALL RECEIVE TWELVE (12) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID HELPERS AT POINT EMPLOYED.

HAMMER OPERATORS AND HELPERS WORKING WITH HAMMERSMITHS OR HEAVY FIRE BLACKSMITHS SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID HELPERS AT THE POINT EMPLOYED.

BULLDOZER HELPERS, QUALIFIED AND REGULARLY ASSIGNED TO ASSIST BULLDOZER OPERATOR, SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID HELPERS AT THE POINT EMPLOYED.

FURNACE OPERATORS (HEATERS) OPERATING FURNACES FOR HAMMERSMITHS SHALL RECEIVE THE MINIMUM RATE PAID BLACKSMITHS AT THE POINT EMPLOYED.

AUTOGENOUS WELDERS SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID BLACKSMITHS AT THE POINT EMPLOYED, AND SHALL RECEIVE TWELVE (12) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID BLACKSMITHS AT THE POINT EMPLOYED FOR WELDING OF LOCOMOTIVE FRAMES.

SHEET METAL WORKERS' SPECIAL RULES

RULE 108. QUALIFICATIONS. ANY MAN WHO HAS SERVED AN APPRENTICESHIP, OR HAS HAD FOUR OR MORE YEARS' EXPERIENCE AT THE VARIOUS BRANCHES OF THE TRADE, WHO IS QUALIFIED AND CAPABLE OF DOING SHEET METAL WORK OR PIPE WORK AS APPLIED TO BUILDINGS, MACHINERY, LOCOMOTIVES, CARS, ETC., WHETHER IT BE TIN, SHEET IRON, OR SHEET COPPER, WITH OR WITHOUT

THE AID OF DRAWINGS, AND CAPABLE OF BENDING, FITTING AND BRAZING OF PIPE, SHALL CONSTITUTE A SHEET METAL WORKER.

RULE 109. CLASSIFICATION OF WORK.

SHEET METAL WORKERS' WORK SHALL CONSIST OF TINNING, COPPERSMITHING AND PIPEFITTING IN SHOPS, YARDS, BUILDINGS OR PASSENGER COACHES AND ENGINES OF ALL KINDS; THE BUILDING, ERECTING, ASSEMBLING, INSTALLING, DISMANTLING AND MAINTAINING PARTS MADE OF SHEET COPPER, BRASS, TIN, ZINC, WHITE METAL, LEAD, BLACK, PLANISHED, PICKLED AND GALVANIZED IRON OF 10 GAUGE AND LIGHTER, INCLUDING BRAZING, SOLDERING, TINNING, LEADING, AND BABBITTING IN CONNECTION WITH SHEET METAL WORKERS' WORK, THE BENDING, FITTING, CUTTING, THREADING, BRAZING, CONNECTING AND DISCONNECTING OF AIR, WATER, GAS, OIL AND STEAM PIPES; THE OPERATION OF BABBITT FIRES; OXYACETYLENE, THERMIT AND ELECTRIC WELDING ON WORK GENERALLY RECOGNIZED AS SHEET METAL WORKERS' WORK, AND ALL OTHER WORK GENERALLY RECOGNIZED AS SHEET METAL WORKERS' WORK.

RULE 110. MOLDERS. MOLDERS' WORK SHALL CONSIST OF GENERAL FLOOR, BENCH AND MACHINE MOLDING FOR IRON, BRASS, ALUMINUM CASTINGS FROM SPECIAL PATTERNS, INCLUDING CORE MAKING; MAKING JOURNAL BRASSES, HUB PLATES, LINERS AND LINING, PREPARING AND HEATING LADLES, PREPARING AND CHARGING FURNACE, AND ALL OTHER WORK GENERALLY RECOGNIZED AS MOLDERS' WORK.

RULE 111. MOLDER HELPERS. HELPERS' WORK SHALL CONSIST OF HELPING MOLDERS, AND APPRENTICES; CLAMPING MOLDS, PREPARING SAND, CHIPPING AND GRINDING CASTINGS, PREPARING BABBITT FOR LINING, PREPARING AND POURING LATERAL ON FACE OF DRIVING BOXES AND TRUCK BOXES, AND ALL OTHER WORK GENERALLY RECOGNIZED AS HELPERS' WORK.

RULE 112. SHEET METAL WORKER APPRENTICES. INCLUDE REGULAR AND HELPER APPRENTICES IN CONNECTION WITH THE WORK AS DEFINED IN RULE 109.

RULE 113. SHEET METAL WORKER HELPERS. HELPERS WILL ASSIST SHEET METAL WORKERS AND APPRENTICES IN PERFORMING THEIR WORK.

RULE 114. PROTECTION FOR EMPLOYEES.
SHEET METAL WORKERS SHALL NOT APPLY, REMOVE OR REPAIR PIPES UNDER PRESSURE WHERE THERE IS A QUESTION OF SAFETY INVOLVED.

RULE 115. ROAD WORK. SHEET METAL WORKERS WILL BE SENT OUT ON LINE OF ROAD AND TO OUTLYING POINTS, WHEN THEIR SERVICES ARE REQUIRED, BUT NOT FOR SMALL, UNIMPORTANT RUNNING REPAIR JOBS.

RULE 116. ASSIGNMENT OF RUNNING REPAIR FORCE TO DEAD WORK. SHEET METAL WORKERS ASSIGNED TO RUNNING REPAIRS SHALL NOT BE REQUIRED TO WORK ON DEAD WORK AT POINTS WHERE DEAD WORK FORCES ARE MAINTAINED, EXCEPT WHEN THERE IS NOT SUFFICIENT RUNNING REPAIRS TO KEEP THEM BUSY.

RULE 117. ASSIGNMENT OF DEAD WORK FORCE TO RUNNING REPAIRS. DEAD WORK FORCES WILL NOT BE ASSIGNED TO PERFORM RUNNING REPAIR WORK EXCEPT WHEN THE REGULARLY ASSIGNED RUNNING REPAIR FORCES ARE UNABLE TO GET ENGINES OUT IN TIME TO PREVENT DELAY TO TRAIN MOVEMENT.

RULE 118. HELPER APPRENTICES. FIFTY PERCENT OF THE APPRENTICES MAY BE SELECTED FROM HELPERS OF THE CRAFT WHO HAVE HAD NOT LESS THAN TWO CONSECUTIVE YEARS' EXPERIENCE AS SHEET METAL WORKER HELPER AT THE POINTS WHERE EMPLOYED. HELPER APPRENTICES WILL RECEIVE THE MINIMUM HELPERS' RATE FOR THE FIRST 130-DAY PERIOD, WITH THE DESIGNATED CENTS PER HOUR INCREASES FOR EACH 130-DAY PERIOD THEREAFTER. IF AFTER THE FIRST THREE MONTHS THEY SHOW NO APTITUDE TO LEARN THE TRADE THEY WILL NOT BE RETAINED AS HELPER APPRENTICES.

RULE 119. APPRENTICES--SCHEDULE OF WORK. APPRENTICES SHALL BE GIVEN AN OPPORTUNITY OF LEARNING ALL BRANCHES OF THE TRADE. THE VARIOUS CLASSES OF WORK ARE DESIGNED AS A GUIDE AND WILL BE FOLLOWED AS CLOSELY AS CONDITIONS WILL PERMIT:

130 DAYS--HELPING,
130 DAYS--LIGHT PIPE WORK,
260 DAYS--TINNING, BABBITTING AND BRAZING, LAYING OUT AND FORMING,

260 DAYS--ENGINE AND CAR WORK,
260 DAYS--GENERAL WORK, INCLUDING THREE
MONTHS' EXPERIENCE WITH THE
OXYACETYLENE TORCH.

HELPER APPRENTICES WILL START ON THE
THIRD PERIOD'S CLASSIFICATION OF WORK.

RULE 120. DIFFERENTIALS. AUTOGENOUS
WELDERS SHALL RECEIVE SIX (6) CENTS PER HOUR
ABOVE THE MINIMUM RATE PAID SHEET METAL
WORKERS AT POINT EMPLOYED. DOES NOT INCLUDE
THE USE OF OXYACETYLENE EQUIPMENT FOR BRAZING,
BENDING OR SOLDERING.

AT POINTS WHERE SHEET METAL WORKERS ARE
REQUIRED TO INSPECT ENGINES AND TO SWEAR TO
FEDERAL REPORTS COVERING SUCH INSPECTIONS,
THEY ARE TO BE PAID SIX (6) CENTS PER HOUR
ABOVE THE MINIMUM RATE PAID SHEET METAL
WORKERS AT THE POINT EMPLOYED FOR THE DAYS
FOR WHICH SUCH INSPECTIONS ARE MADE.

ELECTRICAL WORKERS' SPECIAL RULES

RULE 121. QUALIFICATIONS. ANY MAN WHO
HAS SERVED AN APPRENTICESHIP OR WHO HAS HAD
FOUR YEARS' PRACTICAL EXPERIENCE IN ELECTRI-
CAL 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 122. CLASSIFICATION OF ELECTRICIANS.
ELECTRICIANS' WORK SHALL INCLUDE ELECTRICAL
WIRING, MAINTAINING, REPAIRING, REBUILDING,
INSPECTING AND INSTALLING OF ALL GENERATORS,
SWITCHBOARDS, METERS, MOTORS AND CONTROLS,
RHEOSTATS AND CONTROLS, STATIC AND ROTARY
TRANSFORMERS, MOTOR GENERATORS, ELECTRIC HEAD-
LIGHTS AND HEADLIGHT GENERATORS, ELECTRIC
WELDING MACHINES, STORAGE BATTERIES (WORK TO
BE DIVIDED BETWEEN ELECTRICIANS AND HELPERS
AS MAY BE AGREED UPON), AXLE LIGHTING EQUIP-
MENT, ALL INSIDE TELEGRAPH AND TELEPHONE
EQUIPMENT, ELECTRIC CLOCKS AND ELECTRIC
LIGHTING FIXTURES, WINDING ARMATURES, FIELDS,
MAGNET COILS, ROTORS, TRANSFORMERS AND START-
ING COMPENSATORS; INSIDE AND OUTSIDE WIRING

AT SHOPS, BUILDINGS, YARDS AND ON STRUCTURES AND ALL CONDUIT WORK IN CONNECTION THEREWITH, (EXCEPT OUTSIDE WIRING PROVIDED FOR IN RULE 123) STEAM AND ELECTRIC LOCOMOTIVES, PASSENGER TRAIN AND MOTOR CARS, ELECTRIC TRACTORS AND TRUCKS; INCLUDE CABLE SPLICERS, HIGH-TENSION POWER HOUSE AND SUBSTATION OPERATORS, HIGH TENSION LINE MEN, MAINTENANCE OF AUTOMATIC TRAIN CONTROL, AUTOMATIC CAB SIGNAL EQUIPMENT AND ALL OTHER WORK PROPERLY RECOGNIZED AS ELECTRICIANS' WORK.

RULE 123. CLASSIFICATION OF LINEMEN.
LINEMEN'S WORK SHALL CONSIST OF THE BUILDING, REPAIRING AND MAINTAINING OF POLE LINES AND SUPPORTS FOR SERVICE WIRES AND CABLES; CATENARY AND MONORAIL CONDUCTORS; TROLLEY AND FEED WIRES, OVERHEAD AND UNDERGROUND, TOGETHER WITH THEIR SUPPORTS; MAINTAINING, INSPECTING, AND INSTALLING THIRD RAIL AND CABLES FOR THIRD RAIL THAT CARRY CURRENT TO OR FROM THIRD RAIL AND TRACK RAIL; PIPE LINES OR CONDUITS FOR THESE CABLES; BONDING OF THIRD RAIL OR CABLES; ALL OUTSIDE WIRING IN YARDS AND OTHER WORK PROPERLY RECOGNIZED AS LINEMEN'S WORK NOT PROVIDED FOR IN RULE 122.

SIGNAL MAINTAINERS WHO FOR FIFTY PERCENT OR MORE OF THEIR TIME PERFORM WORK AS DEFINED IN RULES 122 AND 123.

MEN EMPLOYED AS GENERATOR ATTENDANTS, MOTOR ATTENDANTS (NOT INCLUDING WATER SERVICE MOTORS), AND SUBSTATION ATTENDANTS WHO START, STOP, OIL AND KEEP THEIR EQUIPMENT CLEAN AND CHANGE AND ADJUST BRUSHES FOR THE PROPER RUNNING OF THEIR EQUIPMENT, POWER SWITCHBOARD OPERATORS, COAL PIER CAR DUMPERS AND COAL PIER CONVEYOR CAR OPERATORS IN CONNECTION WITH LOADING AND UNLOADING VESSELS.

THIS TO INCLUDE OPERATORS OF ELECTRIC TRAVELING CRANES, CAPACITY 40 TONS AND OVER, ALSO 30 TONS CAPACITY AND OVER WITH TWO CARRIAGES.

RULE 124. CLASSIFICATION OF GROUND MEN.
GROUND MEN'S WORK SHALL CONSIST OF ASSISTING LINEMEN IN THEIR DUTIES WHEN SAID WORK IS PERFORMED ON THE GROUND.

ELECTRIC CRANE OPERATORS FOR CRANES OF LESS THAN 40 TON CAPACITY, AND ASSIGNED PORTABLE CRANE OPERATORS WHERE THE OPERATORS MAKE RUNNING REPAIRS INCLUDING CLEANING, LUBRICATING AND CHARGING.

RULE 125. ELECTRICAL WORKERS APPRENTICES. INCLUDE REGULAR AND HELPER APPRENTICES IN CONNECTION WITH THE WORK AS DEFINED IN RULES 122 AND 123.

RULE 126. ELECTRICAL WORKER HELPERS. EMPLOYEES REGULARLY ASSIGNED AS HELPERS TO ASSIST ELECTRICAL WORKERS AND APPRENTICES, INCLUDING ELECTRIC LAMP TRIMMERS WHO DO NO MECHANICAL WORK, ALSO TO PERFORM SUCH BATTERY WORK AS MAY BE AGREED UPON AS BEING HELPERS' WORK.

RULE 127. HELPER APPRENTICES. FIFTY PERCENT OF THE APPRENTICES MAY CONSIST OF ELECTRICAL WORKER HELPERS WHO HAVE HAD TWO YEARS' CONSECUTIVE SERVICE AT THE POINT WHERE EMPLOYED.

RULE 128. REGULAR APPRENTICES--SCHEDULE OF WORK. APPRENTICES SHALL BE GIVEN AN OPPORTUNITY OF LEARNING ALL BRANCHES OF THE TRADE. THE VARIOUS CLASSES OF WORK ARE DESIGNATED AS A GUIDE AND WILL BE FOLLOWED AS CLOSELY AS THE CONDITIONS WILL PERMIT:

260 DAYS--INSIDE WIRING AND ELECTRIC REPAIRING,
130 DAYS--OUTSIDE LINE WORK,
130 DAYS--LOCOMOTIVE HEADLIGHT WORK,
130 DAYS--CAR LIGHTING DEPARTMENT,
130 DAYS--ARMATURE WINDING,
260 DAYS--GENERAL ELECTRICAL WORK.

HELPER APPRENTICES WILL SERVE 130 DAYS ON EACH CLASSIFICATION OF REGULAR APPRENTICES' SCHEDULE.

RULE 129. HELPER APPRENTICES--SCHEDULE OF WORK. HELPER APPRENTICES WILL RECEIVE THE MINIMUM HELPERS' RATE FOR THE FIRST 130-DAY PERIOD, WITH THE DESIGNATED CENTS PER HOUR INCREASES FOR EACH 130-DAY PERIOD THEREAFTER. IF WITHIN THREE MONTHS THEY SHOW NO APTITUDE

TO LEARN THE TRADE, THEY WILL NOT BE RETAINED AS HELPER APPRENTICES.

RULE 130. LABORERS OR SIMILAR CLASS OF WORKMEN SHALL NOT BE PERMITTED TO DO HELPERS' WORK AS OUTLINED IN RULE 126, IF REGULAR ELECTRICAL WORKER HELPERS ARE AVAILABLE.

RULE 131. EMPLOYES ENGAGED IN THE HANDLING OF STORAGE BATTERIES AND MIXING ACID WILL BE PROVIDED WITH ACID PROOF RUBBER GLOVES, HIP BOOTS AND APRONS.

RULE 132. DIFFERENTIALS. AUTOGENOUS WELDERS SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID ELECTRICAL WORKERS AT POINT EMPLOYED.

ARMATURE WINDERS QUALIFIED AND REGULARLY ASSIGNED TO RECONNECTING MOTORS OR GENERATORS FOR CHANGE OF VOLTAGE AND SPEED; REWINDING ARMATURES, ROTORS, STATORS AND TRANSFORMERS, AND SIMILAR WORK SHALL RECEIVE SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID ELECTRICIANS AT POINT EMPLOYED.

AT POINTS WHERE ELECTRICIANS ARE REQUIRED TO INSPECT ENGINES AND TO SWEAR TO FEDERAL REPORTS COVERING SUCH INSPECTIONS, THEY ARE TO BE PAID SIX (6) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID ELECTRICAL WORKERS AT THE POINT EMPLOYED FOR THE DAYS FOR WHICH SUCH INSPECTIONS ARE MADE.

CARMEN'S SPECIAL RULES

RULE 133. QUALIFICATIONS. ANY MAN WHO HAS SERVED AN APPRENTICESHIP OR WHO HAS HAD FOUR YEARS' PRACTICAL EXPERIENCE AT CARMEN'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 134. 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; ELECTRO-PLATING AND LOCKSMITH'S WORK; CARMEN'S WORK IN BUILDING AND REPAIRING MOTOR CARS, LEVER CARS, HAND CARS AND STATION TRUCKS, BUILDING, REPAIRING AND REMOVING AND APPLYING LOCOMOTIVE CABS, PILOTS, PILOT BEAMS, RUNNING BOARDS, FOOT AND HEAD-LIGHT BOARDS, TENDER FRAMES AND TRUCKS, PIPE AND INSPECTION WORK IN CONNECTION WITH AIR BRAKE EQUIPMENT OF 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 (NOT INCLUDING USE OF SAND BLAST MACHINES OR REMOVING VATS); 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 ENGINEHOUSES; JOINT CAR INSPECTORS, CAR INSPECTORS, SAFETY APPLIANCE AND TRAIN CAR REPAIRERS; OXYACETYLENE, THERMIT AND ELECTRIC WELDING ON WORK GENERALLY RECOGNIZED AS CARMEN'S WORK; AND ALL OTHER WORK GENERALLY RECOGNIZED AS CARMEN'S WORK.

RULE 135. CARMEN APPRENTICES. INCLUDE REGULAR AND HELPER APPRENTICES IN CONNECTION WITH THE WORK AS DEFINED IN RULE 134.

RULE 136. CARMEN HELPERS. EMPLOYES REGULARLY ASSIGNED TO HELP CARMEN AND APPRENTICES, EMPLOYES ENGAGED IN WASHING AND SCRUBBING THE INSIDE AND OUTSIDE OF PASSENGER COACHES PREPARATORY TO PAINTING, REMOVING OF PAINT ON OTHER THAN PASSENGER CARS PREPARATORY TO PAINTING, SAND BLASTING, CAR OILERS AND PACKERS, STOCK KEEPERS, TOOL ROOM ATTENDANT (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.

RULE 137. WRECKING CREWS. REGULARLY ASSIGNED WRECKING CREWS, NOT INCLUDING ENGINEERS, WILL BE COMPOSED OF CARMEN, AND WILL BE PAID FOR SUCH SERVICE UNDER RULE 10.

MEALS AND LODGING WILL BE PROVIDED BY THE COMPANY WHILE CREWS ARE ON DUTY IN WRECKING SERVICE.

WHEN NEEDED, MEN OF ANY CLASS MAY BE TAKEN AS ADDITIONAL MEMBERS OF WRECKING CREWS TO PERFORM DUTIES CONSISTENT WITH THEIR CLASSIFICATION.

RULE 138. WHEN WRECKING CREWS ARE CALLED FOR WRECKS OR DERAILMENTS OUTSIDE OF YARD LIMITS, A SUFFICIENT NUMBER OF THE REGULARLY ASSIGNED CREW WILL ACCOMPANY THE OUTFIT. FOR WRECKS OR DERAILMENTS WITHIN YARD LIMITS, SUFFICIENT CARMEN WILL BE CALLED TO PERFORM THE WORK.

RULE 139. INSPECTORS. EMPLOYEES ASSIGNED TO INSPECTING MUST BE ABLE TO SPEAK AND WRITE THE ENGLISH LANGUAGE, AND HAVE A FAIR KNOWLEDGE OF THE A.A.R. (ASSOCIATION OF AMERICAN RAILROADS) RULES AND SAFETY APPLIANCE LAWS.

RULE 140. INSPECTORS AND OTHER CARMEN IN TRAIN YARDS WILL NOT BE REQUIRED TO TAKE RECORD, FOR CONDUCTING TRANSPORTATION PURPOSES, OF SEALS, COMMODITIES, OR DESTINATION OF CARS, WHERE RECORD CLERKS, YARDMASTERS, AGENTS OR YARD CLERKS ARE EMPLOYED.

RULE 141. SAFETY APPLIANCE MEN. MEN ASSIGNED TO FOLLOW INSPECTORS IN YARDS TO MAKE SAFETY APPLIANCE AND LIGHT RUNNING REPAIRS, SHALL NOT BE REQUIRED TO WORK ON CARS TAKEN FROM TRAINS TO REPAIR TRACKS EXCEPT WHEN THERE IS NOT SUFFICIENT WORK IN TRAIN YARDS TO FULLY OCCUPY THEIR TIME.

RULE 142. PROTECTION FOR REPAIRMEN. SWITCHES OF REPAIR TRACKS WILL BE KEPT LOCKED WITH SPECIAL LOCKS, AND MEN WORKING ON SUCH TRACKS SHALL BE NOTIFIED BEFORE ANY SWITCHING IS DONE. A COMPETENT PERSON WILL BE REGULARLY ASSIGNED TO PERFORM THIS DUTY AND HELD RESPONSIBLE FOR SEEING THAT IT IS PERFORMED PROPERLY.

RULE 143. TRAINS OR CARS WHILE BEING INSPECTED OR WORKED ON BY TRAIN YARD MEN, WILL BE PROTECTED BY BLUE FLAG BY DAY AND BLUE LIGHT BY NIGHT, WHICH WILL NOT BE REMOVED EXCEPT BY MEN PLACING SAME.

RULE 144. 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 HOUR CONSTITUTING A DAY'S WORK MAY BE WORKED WITHIN A SPREAD OF TEN CONSECUTIVE HOURS.

RULE 145. CRAYONS, TOOLS. 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 COMPANY.

RULE 146. WHEN NECESSARY TO REPAIR CARS ON THE ROAD OR AWAY FROM THE SHOPS, CARMEN, AND HELPER WHEN NECESSARY, WILL BE SENT OUT TO PERFORM SUCH WORK AS PUTTING IN COUPLERS, DRAFT RODS, DRAFT TIMBERS, ARCH BARS, CENTER PINS, PUTTING CARS ON CENTER, TRUSS RODS, AND WHEELS, AND WORK OF SIMILAR CHARACTER.

RULE 147. SHOPS, REPAIR YARDS, AND TRAIN YARDS, WHERE CARMEN ARE EMPLOYED, SHALL BE KEPT CLEAN OF ALL RUBBISH.

RULE 148. APPRENTICES. REGULAR APPRENTICESHIPS WILL BE ESTABLISHED IN ALL BRANCHES OF THE TRADE. APPRENTICES SHALL BE GOVERNED BY THE GENERAL RULES GOVERNING APPRENTICES. THEY WILL BE GIVEN AN OPPORTUNITY TO LEARN THE TRADE.

RULE 149. HELPER APPRENTICES. FIFTY PERCENT OF THE APPRENTICES MAY BE SELECTED FROM CARMEN'S HELPERS WHO HAVE HAD NOT LESS THAN TWO CONSECUTIVE YEARS' EXPERIENCE AT THE POINT EMPLOYED AT THE TIME APPLICATION FOR APPRENTICESHIP IS MADE. HELPER APPRENTICES SHALL BE GOVERNED BY THE SAME LAWS AND RULES AS REGULAR APPRENTICES. HELPER APPRENTICES SHALL RECEIVE THE MINIMUM HELPERS' RATE FOR THE FIRST 130-DAY PERIOD, WITH THE DESIGNATED CENTS PER HOUR INCREASE EACH SUCCEEDING 130-DAY PERIOD, UNTIL THEY HAVE SERVED SIX 130-DAY PERIODS. IF AFTER THE FIRST THREE MONTHS THEY DO NOT SHOW AN APTITUDE TO LEARN THE TRADE THEY WILL NOT BE RETAINED AS HELPER APPRENTICES.

RULE 150. PAINTER REGULAR APPRENTICES-- SCHEDULE OF WORK. THE FOLLOWING SCHEDULE FOR REGULAR APPRENTICES, PAINTER, SHOWING THE DIVISION OF TIME ON THE VARIOUS CLASSES OF WORK, IS DESIGNED AS A GUIDE AND WILL BE FOLLOWED AS CLOSELY AS THE CONDITIONS WILL PERMIT:

130 DAYS--FREIGHT CAR PAINTING,
130 DAYS--COLOR ROOM, MIXING PAINT,
130 DAYS--GENERAL LOCOMOTIVE PAINTING,
260 DAYS--PAINTING, PASSENGER EQUIPMENT,
390 DAYS--LETTERING, STRIPING, VARNISH-
ING AND SUCH LAYING OUT AND
DESIGNING AS THE SHOP AFFORDS.

RULE 151. PAINTER HELPER APPRENTICES-- SCHEDULE OF WORK. THE FOLLOWING SCHEDULE FOR HELPER APPRENTICES, PAINTER, SHOWING THE DIVISION OF TIME ON THE VARIOUS CLASSES OF WORK, IS DESIGNED AS A GUIDE AND WILL BE FOLLOWED AS CLOSELY AS THE CONDITIONS WILL PERMIT:

90 DAYS--FREIGHT CAR PAINTING,
90 DAYS--COLOR ROOM, MIXING PAINT,
90 DAYS--GENERAL LOCOMOTIVE PAINTING,
210 DAYS--PAINTING, PASSENGER EQUIPMENT,
300 DAYS--LETTERING, STRIPING, VARNISH-
ING AND SUCH LAYING OUT AND
DESIGNING AS THE SHOP AFFORDS.

RULE 152. CARMEN REGULAR APPRENTICES-- SCHEDULE OF WORK. THE FOLLOWING SCHEDULE FOR

REGULAR APPRENTICES, SHOWING THE DIVISION OF TIME ON THE VARIOUS CLASSES OF WORK, IS DESIGNED AS A GUIDE AND WILL BE FOLLOWED AS CLOSELY AS THE CONDITIONS WILL PERMIT:

390 DAYS--GENERAL FREIGHT WORK, WOOD AND STEEL,
130 DAYS--AIR BRAKE WORK,
130 DAYS--MILL MACHINE WORK,
390 DAYS--GENERAL COACH WORK, WOOD AND STEEL, INSPECTING AND WELDING.

WHERE SUFFICIENT PASSENGER CAR DEPARTMENT WORK IS NOT AVAILABLE WITHOUT EXCEEDING THE REGULAR RATIO OF APPRENTICES IN THE PASSENGER CAR DEPARTMENT, APPRENTICES WILL COMPLETE THEIR APPRENTICESHIP IN THE FREIGHT CAR DEPARTMENT.

RULE 153. CARMEN HELPER APPRENTICES-- SCHEDULE OF WORK. THE FOLLOWING SCHEDULE OF HELPER APPRENTICES, SHOWING THE DIVISION OF TIME ON THE VARIOUS CLASSES OF WORK, IS DESIGNED AS A GUIDE AND WILL BE FOLLOWED AS CLOSELY AS THE CONDITIONS WILL PERMIT:

260 DAYS--GENERAL FREIGHT WORK, WOOD AND STEEL,
130 DAYS--AIR BRAKE WORK,
130 DAYS--MILL MACHINE WORK,
260 DAYS--GENERAL COACH WORK, WOOD AND STEEL, INSPECTING AND WELDING.

WHERE SUFFICIENT PASSENGER CAR DEPARTMENT WORK IS NOT AVAILABLE WITHOUT EXCEEDING THE REGULAR RATIO OF APPRENTICES IN THE PASSENGER CAR DEPARTMENT, APPRENTICES WILL COMPLETE THEIR APPRENTICESHIP IN THE FREIGHT CAR DEPARTMENT.

RULE 154. IN THE EVENT OF NOT BEING ABLE TO EMPLOY CARMEN WITH FOUR YEARS EXPERIENCE, REGULAR AND HELPER APPRENTICES WILL BE ADVANCED TO CARMEN IN ACCORDANCE WITH THEIR SENIORITY. IF MORE MEN ARE NEEDED HELPERS WILL BE PROMOTED. IF THIS DOES NOT PROVIDE SUFFICIENT MEN TO DO THE WORK, MEN WHO HAVE HAD EXPERIENCE IN THE USE OF TOOLS MAY BE EMPLOYED. THEY WILL NOT BE RETAINED IN SERVICE WHEN FOUR-YEAR CARMEN BECOME AVAILABLE.

NOTE: HELPERS ADVANCED AS ABOVE WILL
RETAIN THEIR SENIORITY AS HELPERS.

RULE 155. DIFFERENTIALS. AUTOGENOUS
WELDERS SHALL RECEIVE SIX (6) CENTS PER HOUR
ABOVE THE MINIMUM RATE PAID CARMEN AT POINT
EMPLOYED.

RULE 156. COACH CLEANERS. COACH CLEANERS
WILL BE INCLUDED IN THIS AGREEMENT AND RECEIVE
OVERTIME AS PROVIDED HEREIN. 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 157. MINIMUM HOURLY RATES OF PAY:

	PER HOUR
MACHINISTS	\$7.04
BOILERMAKERS	7.04
BLACKSMITHS	7.04
SHEET METAL WORKERS	7.04
ELECTRICAL WORKERS COVERED BY RULE 122	7.04
ELECTRICAL WORKERS COVERED BY RULE 123	6.95
ELECTRICAL WORKERS COVERED BY RULE 124	6.81
CARMEN (PASSENGER CAR WORK, INCLUDING UPHOLSTERERS, PATTERN MAKERS, AIR BRAKE MEN-PASSENGER, LOCOMOTIVE CAR- PENTERS, LOCOMOTIVE AND PASSENGER CAR PAINTERS, AND LOCOMOTIVE TENDER TRUCK- MEN-PASSENGER CARMEN)	7.04
CARMEN (FREIGHT CAR WORK, INCLUDING FREIGHT CAR PAINTERS AND LOCOMOTIVE TENDER TRUCKMEN-FREIGHT CARMEN)	6.98
CAR INSPECTORS (FREIGHT AND PASSENGER)	6.98
HELPERS, ALL CRAFTS--	
1ST YEAR	5.81
OVER ONE YEAR	5.91
COACH CLEANERS	5.57
APPRENTICES (ALL CRAFTS) 1/	
1ST 130 DAYS	5.19
2ND 130 DAYS	5.24
3RD 130 DAYS	5.38
4TH 130 DAYS	5.43
5TH 130 DAYS	5.49
6TH 130 DAYS	5.57
7TH 130 DAYS	5.70
8TH 130 DAYS	5.82
	REGULAR HELPER
	5.91 5.94
	5.94 5.98
	5.98 6.03
	6.03 6.06
	6.06 6.08
	6.08

1/ NOTE: MACHINIST CRAFT ONLY, PERIODS ARE
122 DAYS; REGULAR APPRENTICES-6
PERIODS; HELPER APPRENTICES-4
PERIODS.

RATES OF PAY REFLECT BASIC RATE OF PAY
IN EFFECT JULY 1, 1976 PLUS 24 CENTS PER HOUR
COST-OF-LIVING ALLOWANCE AS PROVIDED BY
NATIONAL AGREEMENTS.

RULE 158. THE RAILROAD COMPANY WILL HAVE
PRINTED IN BOOK FORM, COPIES OF THIS AGREEMENT
AND FURNISH A COPY TO EACH EMPLOYEE AFFECTED.

RULE 159. EXCEPT AS PROVIDED FOR UNDER
THE SPECIAL RULES OF EACH CRAFT, THE GENERAL
RULES SHALL GOVERN IN ALL CASES.

RULE 160. THIS AGREEMENT SHALL BE EFFEC-
TIVE NOVEMBER 1, 1976, AND SHALL CONTINUE IN
EFFECT UNTIL IT IS CHANGED IN ACCORDANCE WITH
THE PROVISIONS OF THE RAILWAY LABOR ACT.

ALL MEMORANDA OF AGREEMENT AND/OR LETTERS
OF UNDERSTANDING IN EFFECT PRIOR TO THE EFFEC-
TIVE DATE OF THIS SCHEDULE AGREEMENT NOT
SPECIFICALLY SUPERSEDED BY PROVISIONS OF THIS
AGREEMENT REMAIN IN EFFECT.

IN PRINTING THIS AGREEMENT TO INCLUDE
APPLICABLE PARTS OF THE SEVERAL NATIONALLY
NEGOTIATED AGREEMENTS AND OTHER MEMORANDA NOW
IN EFFECT, IT WAS NOT THE INTENT OF THE
PARTIES SIGNATORY HERETO TO CHANGE, OR MODIFY,
THE APPLICATION AND/OR INTERPRETATION THEREOF.
SHOULD A DISPUTE ARISE THROUGH THE OMISSION
OF, OR SLIGHT CHANGE IN, LANGUAGE USED IN THE
ORIGINAL NATIONAL AGREEMENT OR OTHER MEMO-
RANDA, THE ORIGINAL LANGUAGE SHALL BE CON-
TROLLING, UNLESS OR UNTIL SAID LANGUAGE HAS
BEEN SUBSEQUENTLY CHANGED, REVISED, OR
CANCELED BY AGREEMENT OR INTERPRETATION
BETWEEN THE PARTIES INVOLVED.

FOR THE UNION PACIFIC RAILROAD COMPANY:

R. D. ROSENBOHM
DIRECTOR OF LABOR RELATIONS-SHOP CRAFTS

FOR THE EMPLOYEES:

C. A. WARD
GENERAL CHAIRMAN,
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS

W. E. TOLAN
GENERAL CHAIRMAN,
INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS

H. L. BUCKLEY
GENERAL CHAIRMAN,
BROTHERHOOD RAILWAY CARMEN OF THE UNITED
STATES AND CANADA

APPENDIX 1

AGREEMENT
BETWEEN THE
UNION PACIFIC RAILROAD COMPANY
OREGON SHORT LINE RAILROAD COMPANY
OREGON-WASHINGTON RAILROAD & NAVIGATION Co.
LOS ANGELES & SALT LAKE RAILROAD COMPANY
ALSO
THE ST. JOSEPH AND GRAND ISLAND RAILWAY Co.
AND ALL THE CLASS OF EMPLOYEES REPRESENTED BY
SYSTEM FEDERATION No. 105
RAILWAY EMPLOYEES' DEPARTMENT, A.F.O.F.L.
MECHANICAL SECTION No. 1 THEREOF

INCLUDED IN CERTIFICATION OF THE NATIONAL
MEDIATION BOARD IN CASE DESIGNATED AS R-49
AS SET FORTH IN LETTER FROM THE SECRETARY
OF THE NATIONAL MEDIATION BOARD DATED
JANUARY 11, 1935, ATTACHED HERETO AND MADE
A PART OF THIS AGREEMENT.

IT IS AGREED THAT EFFECTIVE APRIL 1, 1935,
THE AGREEMENT BETWEEN THE UNION PACIFIC SYSTEM
LINES AND SYSTEM FEDERATION No. 105, RAILWAY
EMPLOYEES' DEPARTMENT A.F.O.F.L., MECHANICAL SECTION
No. 1 THEREOF, EFFECTIVE NOVEMBER 1, 1934,
SHALL GOVERN THE WORKING CONDITIONS AND RATES
OF PAY OF THE CLASSES LISTED THEREIN, EMPLOYED
IN THE MAINTENANCE OF WAY AND STORES DEPART-
MENTS, INCLUDING THE EVANSTON RECLAMATION AND
MANUFACTURING PLANT, AS SET FORTH IN CERTIFI-
CATION OF THE NATIONAL MEDIATION BOARD, WITH
THE FOLLOWING AGREED UPON UNDERSTANDING:

MACHINISTS, GAS ENGINEMEN AND GAS ENGINE
REPAIRMEN:

WORK NOW PERFORMED BY EMPLOYEES OF THESE
CLASSIFICATIONS AS DESCRIBED IN ITEMS 1, 2
AND 3, RESPECTIVELY OF ARTICLE 2, PART 1, AND
HELPERS AS DESCRIBED IN ARTICLE 3, PART 1,
AGREEMENT BETWEEN THE UNION PACIFIC SYSTEM
LINES AND THE MISCELLANEOUS EMPLOYEES'
ASSOCIATION EFFECTIVE MARCH 1, 1932, SHALL BE
PERFORMED BY EMPLOYEES CLASSIFIED AND PAID IN
ACCORDANCE WITH THE RULES OF AGREEMENT WITH

SYSTEM FEDERATION 105, EFFECTIVE NOVEMBER 1, 1934.

SENIORITY OF EMPLOYEES OF THE CLASSES NAMED, TO BE RESTRICTED TO THE DEPARTMENT AND TERRITORY AS AT PRESENT, UNLESS OR UNTIL CHANGED BY MUTUAL AGREEMENT, EXCEPT THAT MACHINISTS IN THE EVANSTON RECLAMATION AND MANUFACTURING PLANT PERFORMING WORK HERETOFORE PERFORMED UNDER THE CLASSIFICATION OF GAS ENGINE MEN AND GAS ENGINE REPAIRMEN, SHALL BE INCLUDED ON THE SENIORITY ROSTER OF THE MACHINISTS' CRAFT AT EVANSTON PLANT.

CARPENTERS-FIRST CLASS, CARPENTERS-SECOND CLASS AND PAINTERS:

IT IS UNDERSTOOD THAT THE WORK PERFORMED BY EMPLOYEES OF THESE CLASSIFICATIONS AS DESCRIBED IN PART 1, ARTICLE 2, ITEMS 23, 24 AND 25, AND THEIR HELPERS AS DESCRIBED IN ITEM 40, AND ASSISTANTS AS DESCRIBED IN ARTICLE 3, AGREEMENT BETWEEN THE UNION PACIFIC SYSTEM LINES AND THE MISCELLANEOUS EMPLOYEES' ASSOCIATION, EFFECTIVE MARCH 1, 1932, WILL BE PERFORMED BY EMPLOYEES CLASSIFIED AND PAID AS CARMEN-FREIGHT AT THE RATE OF SEVENTY-FOUR (74) CENTS PER HOUR; PROVIDED, HOWEVER, THAT THE MAINTENANCE OF MILL MACHINERY; LAYING OUT AND CUTTING OF STENCILS AND LAYING OUT AND HAND LETTERING OF SIGNS, SHALL BE PAID AT THE RATE OF EIGHTY-ONE (81) CENTS PER HOUR; HELPERS AND APPRENTICES TO BE PAID AT RATES PRESCRIBED IN THE AGREEMENT WITH SYSTEM FEDERATION No. 105.

SENIORITY OF THESE EMPLOYEES SHALL BE RESTRICTED TO DEPARTMENT AND TERRITORY AS AT PRESENT, UNLESS OR UNTIL CHANGED BY AGREEMENT, THE EVANSTON RECLAMATION AND MANUFACTURING PLANT TO BE CONSIDERED AS A SEPARATE SENIORITY DISTRICT.

STEAMFITTERS AND PLUMBERS, WATER SERVICE REPAIRMEN AND SHEETMETAL MEN:

IT IS UNDERSTOOD AND AGREED THAT THE PRESENT PRACTICE UNDER WHICH EMPLOYEES OF THE SEVERAL CLASSIFICATIONS AS NOW ASSIGNED PERFORM WORK INCIDENT TO INSTALLATION, MAINTENANCE, REPAIR AND RENEWAL OF EQUIPMENT AND

APPURTENANCES IN CONNECTION WITH WATER SERVICE AND STEAM, AIR, GAS AND WATER LINES AND FUEL STATIONS, SHALL CONTINUE IN EFFECT, AND THAT AN EXPANSION OR CONTRACTION OF THE PRESENT PRACTICE SHALL BE MADE ONLY BY AGREEMENT BETWEEN THE CHIEF ENGINEER AND THE AUTHORIZED REPRESENTATIVES OF THE EMPLOYEES, WORK PERFORMED BY EMPLOYEES AS DESCRIBED IN ITEMS 14, 15 AND 16, AND HELPERS AS DESCRIBED IN ITEM 40, AND ASSISTANTS AS DESCRIBED IN ARTICLE 3, AGREEMENT BETWEEN THE UNION PACIFIC SYSTEM LINES AND THE MISCELLANEOUS EMPLOYEES' ASSOCIATION, EFFECTIVE MARCH 1, 1932, WILL BE PERFORMED BY EMPLOYEES TO BE CLASSIFIED AS SHEET METAL WORKERS-WATER SERVICE, AND PAID AT THE RATE OF EIGHTY-ONE (81) CENTS PER HOUR, AND HELPERS AND APPRENTICES AT RATES PRESCRIBED IN AGREEMENT WITH SYSTEM FEDERATION 105.

THE DUTIES THUS CLASSIFIED AND PAID, SHALL CONSIST OF TINNING, COPPERSMITHING, PLUMBING, STEAM AND PIPE FITTING IN SHOPS, BUILDINGS, YARDS, FUEL AND WATER STATIONS; THE INSTALLATION AND MAINTENANCE OF ALL TUBULAR, DRIVEN OR SUNK WELLS, AND GRAVITY WATER SUPPLY, PLUNGER, SUCTION, CENTRIFUGAL, TURBINE AND AIR LIFT PUMPS AND WIND MILLS; AND AIR COMPRESSORS, GASOLINE, OIL AND STEAM ENGINES IN CONNECTION WITH FUEL OR WATER SUPPLY; THE BUILDING, ERECTING, ASSEMBLING, INSTALLING, DISMANTLING AND MAINTAINING OF PARTS MADE OF SHEET COPPER, BRASS, TIN, ZINC, WHITE METAL, LEAD, BLACK PLANISHED, PICKLED AND GALVANIZED IRON OF 10 GAUGE AND LIGHTER, INCLUDING BRAZING, SOLDERING, TINNING, LEADING AND BABBING IN CONNECTION WITH SHEET METAL WORKERS' WORK; THE BENDING, FITTING, CUTTING, THREADING, BRAZING, CONNECTING AND DISCONNECTING OF AIR, WATER, GAS, OIL AND STEAM PIPES; THE INSTALLING AND MAINTAINING OF ALL STEAM GOVERNORS, REDUCING VALVES, STEAM HEAT UNITS, STEAM TRAPS AND DRAINAGE; THE OPERATION OF BABBIT FIRES; OXY-ACETYLENE, THERMIT AND ELECTRIC WELDING OF PIPE LINES AND MACHINERY OF POWER, FUEL AND WATER STATIONS, ENGINEHOUSES, YARDS AND BUILDINGS.

IT IS UNDERSTOOD THAT SENIORITY OF EMPLOYES CLASSIFIED AND PAID AS SHEET METAL WORKERS-WATER SERVICE, SHALL BE RESTRICTED TO THE DIVISION OR DISTRICT ON WHICH EMPLOYED IN ACCORDANCE WITH THE PRESENT ARRANGEMENT, EXCEPT THAT ALL EMPLOYES OF THIS CLASSIFICATION, INCLUDING THOSE PERFORMING PIPE WORK AND TIN WORK, SHALL BE INCLUDED ON ONE SENIORITY ROSTER WITHIN SENIORITY DISTRICTS AS NOW ESTABLISHED. IT IS FURTHER UNDERSTOOD THAT A MECHANIC HOLDING A SENIORITY DATE AS SUCH, WHO HAS SCALED BACK AND IS WORKING AS A HELPER AS OF APRIL 1, 1935, WILL BE PERMITTED TO REMAIN IN SUCH HELPER POSITION, AND IN THE EVENT OF A VACANCY OR THE CREATION OF A NEW POSITION OF MECHANIC, HE WILL BE GIVEN THE RIGHT TO FILL SUCH VACANCY OR TEMPORARY POSITION WITHOUT RELINQUISHING HIS SENIORITY ON THE HELPERS' ROSTER.

ELECTRICIANS:

IT IS UNDERSTOOD THAT WORK PERFORMED BY EMPLOYES NOW CLASSIFIED AND PAID AS ELECTRICIANS-FIRST CLASS AND ELECTRICIANS-SECOND CLASS, AS DESCRIBED IN PART 1, ARTICLE 2, ITEMS 17 AND 18 OF AGREEMENT BETWEEN THE UNION PACIFIC SYSTEM LINES AND THE MISCELLANEOUS EMPLOYES' ASSOCIATION, EFFECTIVE MARCH 1, 1932, AND HELPERS AS DESCRIBED IN ITEM 40, AND ASSISTANTS AS DESCRIBED IN ARTICLE 3 SHALL BE PERFORMED BY EMPLOYES OF THE ELECTRICAL WORKERS' CRAFT AND PAID AT RATES PRESCRIBED FOR MECHANICS, HELPERS AND APPRENTICES OF SAID CRAFT IN AGREEMENT WITH SYSTEM FEDERATION No. 105, EFFECTIVE NOVEMBER 1, 1934.

SENIORITY OF THESE EMPLOYES SHALL CONTINUE IN EFFECT IN ACCORDANCE WITH EXISTING AGREEMENTS AND AGREED UPON ARRANGEMENTS AND UNDERSTANDINGS UNTIL CHANGED BY AGREEMENT BETWEEN AUTHORIZED REPRESENTATIVES OF MANAGEMENT AND THE EMPLOYES.

BLACKSMITHS:

IT IS UNDERSTOOD THAT WORK PERFORMED BY EMPLOYES CLASSIFIED AND PAID AS BLACKSMITHS-FIRST CLASS AND BLACKSMITHS-SECOND CLASS AS DESCRIBED IN PART 1, ARTICLE 2, ITEMS 9 AND

10, RESPECTIVELY, BY HELPERS AS DESCRIBED IN ITEM 40, AND BY ASSISTANTS AS DESCRIBED IN ARTICLE 3 OF AGREEMENT BETWEEN THE UNION PACIFIC SYSTEM LINES AND THE MISCELLANEOUS EMPLOYEES' ASSOCIATION, EFFECTIVE MARCH 1, 1932, SHALL BE PERFORMED BY BLACKSMITHS AND THEIR HELPERS AND APPRENTICES, TO BE CLASSIFIED AND PAID IN ACCORDANCE WITH AGREEMENT WITH SYSTEM FEDERATION No. 105, EFFECTIVE NOVEMBER 1, 1934.

SENIORITY OF THESE EMPLOYEES SHALL CONTINUE IN EFFECT IN ACCORDANCE WITH EXISTING AGREEMENTS AND AGREED UPON ARRANGEMENTS AND UNDERSTANDINGS UNTIL CHANGED BY AGREEMENT BETWEEN THE AUTHORIZED REPRESENTATIVES OF THE MANAGEMENT AND THE EMPLOYEES.

IT IS FURTHER UNDERSTOOD THAT THE CHANGES IN THE RATES OF PAY OR WORKING CONDITIONS OF EMPLOYEES HOLDING POSITIONS AFFECTED BY THIS AGREEMENT, SHALL NOT OPERATE TO ACCORD SUCH EMPLOYEES OF THE CLASSES CONCERNED DISPLACEMENT RIGHTS ON A BASIS OF NEW POSITIONS, AND THAT SENIORITY RIGHTS MAY BE EXERCISED BY INDIVIDUALS AFFECTED BY THIS AGREEMENT ONLY TO NEW POSITIONS AND VACANCIES OCCURRING AFTER APRIL 1, 1935.

THIS AGREEMENT SUPERSEDES AGREEMENT DATED FEBRUARY 5, 1935, AND WILL CONTINUE IN EFFECT UNTIL CHANGED IN ACCORDANCE WITH THE RAILWAY LABOR ACT.

FOR THE UNION PACIFIC SYSTEM
LINES AND THE ST. JOSEPH AND
GRAND ISLAND RY. CO:

H. C. MANN
CHIEF ENGINEER - SYSTEM

U. K. HALL
GENERAL PURCHASING AGENT

FOR THE EMPLOYES:

HARRY BARRETT
GENL. CHAIRMAN INTERNATIONAL
ASSOCIATION OF MACHINISTS.

VAUGHN E. KEARNS
GENL. CHAIRMAN, INTERNATIONAL
BRO. OF BOILERMAKERS, IRON
SHIP BLDRS. AND HELPERS OF
AMERICA.

DAVID HOWELLS
GENL. CHAIRMAN, INTERNATIONAL
BRO. BLACKSMITHS, DROP
FORGERS AND HELPERS.

WM. T. ZIESEL
GENL. CHAIRMAN, SHEET METAL
WKRS. INTERNATIONAL ASSN.

E. E. MURPHY
GENL. CHAIRMAN, INTERNATIONAL
BRO. OF ELECTRICAL WORKERS.

THOMAS J. FNEY
GENL. CHAIRMAN, BROTHERHOOD
RAILWAY CARMEN OF AMERICA.

OMAHA, NEBRASKA,
MARCH 27, 1935.

AGREEMENT

BETWEEN THE

UNION PACIFIC SYSTEM LINES ALSO THE ST. JOSEPH
AND GRAND ISLAND RAILWAY COMPANY

AND

THE MISCELLANEOUS EMPLOYEES' ASSOCIATION UNION
PACIFIC SYSTEM

EFFECTIVE MARCH 1, 1932

ARTICLE 2 - CLASSIFICATION OF WORK -
RATES OF PAY

ITEM 14 STEAMFITTER AND PLUMBER: A MAN
QUALIFIED AND REGULARLY ASSIGNED TO BUILDING
AND INSTALLING WITH OR WITHOUT DRAWINGS; RE-
PAIRING AND MAINTAINING ALL STEAM, AIR, GAS
AND WATER LINES, INCLUDING ALL PRESSURE
REDUCING VALVES, STEAM HEAT UNITS, STEAM HEAT
TRAPS, PLUMBING AND DRAINAGE; ALSO OXY-
ACETYLENE WELDING IN CONNECTION WITH THIS
WORK 81¢

ITEM 15 - WATER SERVICE REPAIRMAN: A MAN
QUALIFIED AND REGULARLY ASSIGNED TO INSTALLING,
MAINTAINING, REPAIRING AND RENEWING STEAM,
AIR, GAS AND WATER LINES (EXCEPT WORK REQUIR-
ING THE SKILL OF A FULLY QUALIFIED STEAM-
FITTER AND PLUMBER); GASOLINE, OIL AND
STATIONARY ENGINES, PUMPS; REPAIRING AND
APPLYING FLASHINGS, GUTTERS, DOWN SPOUTS AND
OTHER SHEET METAL WORK; ALSO OXY-ACETYLENE
WELDING 75¢

ITEM 16 - SHEET METAL MAN: A MAN QUALIFIED
AND REGULARLY ASSIGNED TO LAYING OUT, WITH OR
WITHOUT DRAWINGS; AND DO ALL GENERAL WORK
WHERE SHEET METAL, TIN, COPPER, ZINC OR LEAD
IS USED IN THE MANUFACTURE OF CISTERNS, TANKS,
DRUMS, TRAPS, TRAYS, ROOFING, DOWN SPOUTS,
AND OTHER SIMILAR WORK 81¢

ITEM 40 - HELPER: A MAN ASSIGNED TO ANY WORK
THAT HE IS CAPABLE TO PERFORMING IN HELPING
A SKILLED EMPLOYEE OR ANY WORK HE MAY BE
CALLED UPON TO DO:

(A)	LESS THAN 145 DAYS EXPERIENCE	....	50¢
(B)	145 DAYS AND LESS THAN 435	DAYS EXPERIENCE	53¢
(C)	435 DAYS EXPERIENCE AND OVER	.....	55¢

ARTICLE 3 - ASSISTANTS

(A) A MAN REGULARLY ASSIGNED AND TRAINING FOR PROMOTION TO POSITION IN CRAFT IN WHICH ENGAGED AND FOR WHICH ASSISTANTS ARE PROVIDED IN ARTICLE 20(B), WILL BE CLASSIFIED AS AN ASSISTANT AND SHALL BE PROMOTED FROM HELPER, WHERE SUFFICIENT ABILITY IS SHOWN.

(B) EIGHT HUNDRED SEVENTY DAYS OF WORK SHALL CONSTITUTE PERIOD OF TRAINING, AFTER WHICH PROMOTION SHALL BE MADE TO POSITION FOR WHICH TRAINED PROVIDING A VACANCY EXISTS. SHOULD NO VACANCY EXIST THE EMPLOYEE SHALL CONTINUE IN THE ASSISTANT'S CLASSIFICATION.

(C) ALL ASSISTANTS MUST BE ABLE TO SPEAK, READ AND WRITE THE ENGLISH LANGUAGE AND UNDERSTAND AT LEAST THE FIRST FOUR RULES OF ARITHMETIC.

(D) THE RATIO OF ASSISTANTS FOR AN OPERATING DIVISION SHALL BE NOT MORE THAN TWO TO EVERY SEVEN EMPLOYEES OF THE RESPECTIVE CLASSIFICATIONS OF THE CLASSES FOR WHICH ASSISTANTS ARE PROVIDED. CLASSES 1, 2 AND 9 WILL BE COMPUTED ON A UNIT BASIS. THIS DOES NOT INCLUDE TECHNICAL ASSISTANTS.

(E) IF WITHIN THREE MONTHS AN ASSISTANT SHOWS NO APTITUDE TO LEARN THE WORK FOR WHICH ASSIGNED, HE WILL NOT BE RETAINED AS AN ASSISTANT.

RATES OF PAY

1ST	145 DAYS EXPERIENCE AS SUCH IN CRAFT TO WHICH ASSIGNED	.....	55¢
2ND	145 DAYS EXPERIENCE AS SUCH IN CRAFT TO WHICH ASSIGNED	.....	57¢
3RD	145 DAYS EXPERIENCE AS SUCH IN CRAFT TO WHICH ASSIGNED	.....	60¢
4TH	145 DAYS EXPERIENCE AS SUCH IN CRAFT TO WHICH ASSIGNED	.....	62¢

5TH 145 DAYS EXPERIENCE AS SUCH IN	
CRAFT TO WHICH ASSIGNED	65¢
6TH 145 DAYS EXPERIENCE AS SUCH IN	
CRAFT TO WHICH ASSIGNED	67¢

APPENDIX 2

AGREEMENT OF MAY, 1936, WASHINGTON, D. C.

THIS AGREEMENT IS ENTERED INTO BETWEEN THE CARRIERS LISTED AND DEFINED IN APPENDICES "A", "B" AND "C" ATTACHED HERETO AND MADE A PART HEREOF, REPRESENTED BY THE DULY AUTHORIZED JOINT CONFERENCE COMMITTEE SIGNATORY HERETO, AS PARTY OF THE FIRST PART, AND THE EMPLOYEES OF SAID CARRIERS, REPRESENTED BY THE ORGANIZATIONS SIGNATORY HERETO BY THEIR RESPECTIVE DULY AUTHORIZED EXECUTIVES, AS PARTY OF THE SECOND PART, AND, SO FAR AS NECESSARY TO CARRY OUT THE PROVISIONS HEREOF, IS ALSO TO BE CONSTRUED AS A SEPARATE AGREEMENT BY AND BETWEEN AND IN BEHALF OF EACH OF SAID CARRIERS AND ITS EMPLOYEES WHO ARE NOW OR MAY HEREAFTER BE REPRESENTED BY ANY OF SAID ORGANIZATIONS WHICH NOW HAS (OR MAY HEREAFTER HAVE DURING THE LIFE OF THIS AGREEMENT) AN AGREEMENT WITH SUCH CARRIER CONCERNING RATES OF PAY, RULES OR WORKING CONDITIONS.

THE SIGNATORIES HERETO, HAVING BEEN RESPECTIVELY DULY AUTHORIZED AS AFORESAID TO NEGOTIATE TO A CONCLUSION CERTAIN PENDING ISSUES CONCERNING THE TREATMENT OF EMPLOYEES WHO MAY BE AFFECTED BY COORDINATION AS HEREINAFTER DEFINED, HEREBY AGREE:

SECTION 1. THAT THE FUNDAMENTAL SCOPE AND PURPOSE OF THIS AGREEMENT IS TO PROVIDE FOR ALLOWANCES TO DEFINED EMPLOYEES AFFECTED BY COORDINATION AS HEREINAFTER DEFINED, AND IT IS THE INTENT THAT THE PROVISIONS OF THIS AGREEMENT ARE TO BE RESTRICTED TO THOSE CHANGES IN EMPLOYMENT IN THE RAILROAD INDUSTRY SOLELY DUE TO AND RESULTING FROM SUCH COORDINATION. THEREFORE, THE PARTIES HERETO UNDERSTAND AND AGREE THAT FLUCTUATIONS, RISES AND FALLS AND CHANGES IN VOLUME OR CHARACTER OF EMPLOYMENT BROUGHT ABOUT SOLELY BY OTHER CAUSES ARE NOT WITHIN THE CONTEMPLATION OF THE PARTIES HERETO, OR COVERED BY OR INTENDED TO BE COVERED BY THIS AGREEMENT.

SECTION 2 (A). THE TERM "COORDINATION" AS USED HEREIN MEANS JOINT ACTION BY TWO OR MORE CARRIERS WHEREBY THEY UNIFY, CONSOLIDATE, MERGE OR POOL IN WHOLE OR IN PART THEIR

SEPARATE RAILROAD FACILITIES OR ANY OF THE OPERATIONS OR SERVICES PREVIOUSLY PERFORMED BY THEM THROUGH SUCH SEPARATE FACILITIES.

(B) THE TERM "CARRIER" AS USED HEREIN WHEN IT REFERS TO OTHER THAN PARTIES TO THIS AGREEMENT MEANS ANY CARRIER SUBJECT TO THE PROVISIONS OF PART I OF THE INTERSTATE COMMERCE ACT; WHEN IT REFERS TO A PARTY TO THIS AGREEMENT IT MEANS ANY COMPANY OR SYSTEM LISTED AND DESCRIBED IN APPENDICES "A", "B" OR "C" AS A SINGLE CARRIER PARTY TO THIS AGREEMENT.

(C) THE TERM "TIME OF COORDINATION" AS USED HEREIN INCLUDES THE PERIOD FOLLOWING THE EFFECTIVE DATE OF A COORDINATION DURING WHICH CHANGES CONSEQUENT UPON COORDINATION ARE BEING MADE EFFECTIVE; AS APPLYING TO A PARTICULAR EMPLOYEE IT MEANS THE DATE IN SAID PERIOD WHEN THAT EMPLOYEE IS FIRST ADVERSELY AFFECTED AS A RESULT OF SAID COORDINATION.

SECTION 3 (A). THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE AND SHALL BE APPLIED WHENEVER TWO OR MORE CARRIERS PARTIES HERETO UNDERTAKE A COORDINATION; AND IT IS UNDERSTOOD THAT IF A CARRIER OR CARRIERS PARTIES HERETO UNDERTAKE A COORDINATION WITH A CARRIER OR CARRIERS NOT PARTIES HERETO, SUCH COORDINATION WILL BE MADE ONLY UPON THE BASIS OF AN AGREEMENT APPROVED BY ALL OF THE CARRIERS PARTIES THERETO AND ALL OF THE ORGANIZATIONS OF EMPLOYEES INVOLVED (PARTIES HERETO) OF ALL OF THE CARRIERS CONCERNED. NO COORDINATION INVOLVING CLASSES OF EMPLOYEES NOT REPRESENTED BY ANY OF THE ORGANIZATIONS PARTIES HERETO SHALL BE UNDERTAKEN BY THE CARRIERS PARTIES HERETO EXCEPT IN ACCORD WITH THE PROVISIONS OF THIS AGREEMENT OR AGREEMENTS ARISING HEREUNDER.

(B) EACH CARRIER LISTED AND ESTABLISHED AS A SEPARATE CARRIER FOR THE PURPOSES OF THIS AGREEMENT, AS PROVIDED IN APPENDICES "A", "B" AND "C", SHALL BE REGARDED AS A SEPARATE CARRIER FOR THE PURPOSES HEREOF DURING THE LIFE OF THIS AGREEMENT; PROVIDED, HOWEVER, THAT IN THE CASE OF ANY COORDINATION INVOLVING TWO OR MORE RAILROAD CARRIERS WHICH ALSO

INVOLVES THE RAILWAY EXPRESS AGENCY, INC., THE LATTER COMPANY SHALL BE TREATED AS A SEPARATE CARRIER WITH RESPECT TO ITS OPERATIONS ON EACH OF THE RAILROADS INVOLVED.

(c) IT IS DEFINITELY UNDERSTOOD THAT THE ACTION OF THE PARTIES HERETO IN LISTING AND ESTABLISHING AS A SINGLE CARRIER ANY SYSTEM WHICH COMPRISES MORE THAN ONE OPERATING COMPANY IS TAKEN SOLELY FOR THE PURPOSES OF THIS AGREEMENT AND SHALL NOT BE CONSTRUED OR USED BY EITHER PARTY HERETO TO LIMIT OR AFFECT THE RIGHTS OF THE OTHER WITH RESPECT TO MATTERS NOT FALLING WITHIN THE SCOPE AND TERMS OF THIS AGREEMENT.

SECTION 4. EACH CARRIER CONTEMPLATING A COORDINATION SHALL GIVE AT LEAST NINETY (90) DAYS WRITTEN NOTICE OF SUCH INTENDED COORDINATION BY POSTING A NOTICE ON BULLETIN BOARDS CONVENIENT TO THE INTERESTED EMPLOYEES OF EACH SUCH CARRIER AND BY SENDING REGISTERED MAIL NOTICE TO THE REPRESENTATIVES OF SUCH INTERESTED EMPLOYEES. SUCH NOTICE SHALL CONTAIN A FULL AND ADEQUATE STATEMENT OF THE PROPOSED CHANGES TO BE EFFECTED BY SUCH COORDINATION, INCLUDING AN ESTIMATE OF THE NUMBER OF EMPLOYEES OF EACH CLASS AFFECTED BY THE INTENDED CHANGES. THE DATE AND PLACE OF A CONFERENCE BETWEEN REPRESENTATIVES OF ALL THE PARTIES INTERESTED IN SUCH INTENDED CHANGES FOR THE PURPOSE OF REACHING AGREEMENTS WITH RESPECT TO THE APPLICATION THERETO OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, SHALL BE AGREED UPON WITHIN TEN (10) DAYS AFTER THE RECEIPT OF SAID NOTICE, AND CONFERENCE SHALL COMMENCE WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTICE.

SECTION 5. EACH PLAN OF COORDINATION WHICH RESULTS IN THE DISPLACEMENT OF EMPLOYEES OR REARRANGEMENT OF FORCES SHALL PROVIDE FOR THE SELECTION OF FORCES FROM THE EMPLOYEES OF ALL THE CARRIERS INVOLVED ON BASES ACCEPTED AS APPROPRIATE FOR APPLICATION IN THE PARTICULAR CASE; AND ANY ASSIGNMENT OF EMPLOYEES MADE NECESSARY BY A COORDINATION SHALL BE MADE ON THE BASIS OF AN AGREEMENT BETWEEN THE CARRIERS AND THE ORGANIZATIONS OF THE EMPLOYEES AFFECTED, PARTIES HERETO. IN THE EVENT OF

FAILURE TO AGREE, THE DISPUTE MAY BE SUBMITTED BY EITHER PARTY FOR ADJUSTMENT IN ACCORDANCE WITH SECTION 13.

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 THE POSITION WHICH HE ELECTS TO RETAIN, HE SHALL THEREAFTER BE TREATED FOR THE PURPOSES OF THIS SECTION AS OCCUPYING THE POSITION WHICH HE ELECTS TO DECLINE.

(B) THE PROTECTION AFFORDED BY THE FOREGOING PARAGRAPH SHALL BE MADE EFFECTIVE WHENEVER APPROPRIATE THROUGH WHAT IS HEREBY DESIGNATED AS A "DISPLACEMENT ALLOWANCE" WHICH SHALL BE DETERMINED IN EACH INSTANCE IN THE MANNER HEREINAFTER DESCRIBED. ANY EMPLOYEE ENTITLED TO SUCH AN ALLOWANCE IS HEREINAFTER REFERRED TO AS A "DISPLACED" EMPLOYEE.

(C) EACH DISPLACEMENT ALLOWANCE SHALL BE A MONTHLY ALLOWANCE DETERMINED BY COMPUTING THE TOTAL COMPENSATION RECEIVED BY THE EMPLOYEE AND HIS TOTAL TIME PAID FOR DURING THE LAST TWELVE (12) MONTHS IN WHICH HE PERFORMED SERVICE IMMEDIATELY PRECEDING THE DATE OF HIS DISPLACEMENT (SUCH TWELVE (12) MONTHS BEING HEREINAFTER REFERRED TO AS THE "TEST PERIOD") AND BY DIVIDING SEPARATELY THE TOTAL COMPENSATION AND THE TOTAL TIME PAID FOR BY TWELVE, 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 7 (a). ANY EMPLOYEE OF ANY OF THE CARRIERS PARTICIPATING IN A PARTICULAR COORDINATION WHO IS DEPRIVED OF EMPLOYMENT AS A RESULT OF SAID COORDINATION SHALL BE ACCORDED AN ALLOWANCE (HEREINAFTER TERMED A COORDINATION ALLOWANCE), BASED ON LENGTH OF SERVICE, WHICH (EXCEPT IN THE CASE OF AN EMPLOYEE WITH LESS THAN ONE YEAR OF SERVICE) SHALL BE A MONTHLY ALLOWANCE EQUIVALENT IN EACH INSTANCE TO SIXTY PER CENT (60%) OF THE AVERAGE MONTHLY COMPENSATION OF THE EMPLOYEE IN QUESTION DURING THE LAST TWELVE MONTHS OF HIS EMPLOYMENT IN WHICH HE EARNED COMPENSATION PRIOR TO THE DATE HE IS FIRST DEPRIVED OF EMPLOYMENT AS A RESULT OF THE COORDINATION. THIS COORDINATION ALLOWANCE WILL BE MADE TO EACH ELIGIBLE EMPLOYEE WHILE UNEMPLOYED BY HIS 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. " " "	3	" " 12 "
3	YRS. " " "	5	" " 18 "
5	YRS. " " "	10	" " 36 "
10	YRS. " " "	15	" " 48 "
15	YRS. AND OVER		60 "

IN THE CASE OF AN EMPLOYEE WITH LESS THAN ONE YEAR OF SERVICE, THE TOTAL COORDINATION

ALLOWANCE SHALL BE A LUMP SUM PAYMENT IN AN AMOUNT EQUIVALENT TO SIXTY (60) DAYS PAY AT THE STRAIGHT TIME DAILY RATE OF THE LAST POSITION HELD BY HIM AT THE TIME HE IS DEPRIVED OF EMPLOYMENT AS A RESULT OF THE COORDINATION.

(B) FOR THE PURPOSES OF THIS AGREEMENT THE LENGTH OF SERVICE OF THE EMPLOYEE SHALL BE DETERMINED FROM THE DATE HE LAST ACQUIRED AN EMPLOYMENT STATUS WITH THE EMPLOYING CARRIER AND HE SHALL BE GIVEN CREDIT FOR ONE MONTH'S SERVICE FOR EACH MONTH IN WHICH HE PERFORMED ANY SERVICE (IN ANY CAPACITY WHATSOEVER) AND TWELVE SUCH MONTHS SHALL BE CREDITED AS ONE YEAR'S SERVICE. THE EMPLOYMENT STATUS OF AN EMPLOYEE SHALL NOT BE INTERRUPTED BY FURLOUGH IN INSTANCES WHERE THE EMPLOYEE HAS A RIGHT TO AND DOES RETURN TO SERVICE WHEN CALLED. IN DETERMINING LENGTH OF SERVICE OF AN EMPLOYEE ACTING AS AN OFFICER OR OTHER OFFICIAL REPRESENTATIVE OF AN EMPLOYEE ORGANIZATION HE WILL BE GIVEN CREDIT FOR PERFORMING SERVICE WHILE SO ENGAGED ON LEAVE OF ABSENCE FROM THE SERVICE OF A CARRIER.

(C) AN EMPLOYEE SHALL BE REGARDED AS DEPRIVED OF HIS EMPLOYMENT AND ENTITLED TO A COORDINATION ALLOWANCE IN THE FOLLOWING CASES:

1. WHEN THE POSITION WHICH HE HOLDS ON HIS HOME ROAD IS ABOLISHED AS RESULT OF COORDINATION AND HE IS UNABLE TO OBTAIN BY THE EXERCISE OF HIS SENIORITY RIGHTS ANOTHER POSITION ON HIS HOME ROAD OR A POSITION IN THE COORDINATED OPERATION, OR
2. WHEN THE POSITION HE HOLDS ON HIS HOME ROAD IS NOT ABOLISHED BUT HE LOSES THAT POSITION AS A RESULT OF THE EXERCISE OF SENIORITY RIGHTS BY AN EMPLOYEE WHOSE POSITION IS ABOLISHED AS A RESULT OF SAID COORDINATION, OR BY OTHER EMPLOYEES, BROUGHT ABOUT AS A PROXIMATE CONSEQUENCE OF THE COORDINATION, AND IF

NATION, DEATH, RETIREMENT ON PENSION OR ON ACCOUNT OF AGE OR DISABILITY IN ACCORDANCE WITH THE CURRENT RULES AND PRACTICES APPLICABLE TO EMPLOYEES GENERALLY, DISMISSAL FOR JUSTIFIABLE CAUSE IN ACCORDANCE WITH THE RULES, OR FURLOUGHED BECAUSE OF REDUCTION IN FORCES DUE TO SEASONAL REQUIREMENTS OF THE SERVICE; NOR SHALL ANY EMPLOYEE BE REGARDED AS DEPRIVED OF EMPLOYMENT AS THE RESULT OF A PARTICULAR COORDINATION WHO IS NOT DEPRIVED OF HIS EMPLOYMENT WITHIN THREE YEARS FROM THE EFFECTIVE DATE OF SAID COORDINATION.

(E) EACH EMPLOYEE RECEIVING A COORDINATION ALLOWANCE SHALL KEEP THE EMPLOYER INFORMED OF HIS ADDRESS AND THE NAME AND ADDRESS OF ANY OTHER PERSON BY WHOM HE MAY BE REGULARLY EMPLOYED.

(F) THE COORDINATION ALLOWANCE SHALL BE PAID TO THE REGULARLY ASSIGNED INCUMBENT OF THE POSITION ABOLISHED. IF THE POSITION OF AN EMPLOYEE IS ABOLISHED WHILE HE IS ABSENT FROM SERVICE, HE WILL BE ENTITLED TO THE COORDINATION ALLOWANCE WHEN HE IS AVAILABLE FOR SERVICE. THE EMPLOYEE TEMPORARILY FILLING SAID POSITION AT THE TIME IT WAS ABOLISHED WILL BE GIVEN A COORDINATION ALLOWANCE ON THE BASIS OF SAID POSITION UNTIL THE REGULAR EMPLOYEE IS AVAILABLE FOR SERVICE AND THEREAFTER SHALL REVERT TO HIS PREVIOUS STATUS AND WILL BE GIVEN A COORDINATION ALLOWANCE ACCORDINGLY IF ANY IS DUE.

(G) AN EMPLOYEE RECEIVING A COORDINATION ALLOWANCE SHALL BE SUBJECT TO CALL TO RETURN TO SERVICE AFTER BEING NOTIFIED IN ACCORDANCE WITH THE WORKING AGREEMENT, AND SUCH EMPLOYEE MAY BE REQUIRED TO RETURN TO THE SERVICE OF THE EMPLOYING CARRIER FOR OTHER REASONABLY COMPARABLE EMPLOYMENT FOR WHICH HE IS PHYSICALLY AND MENTALLY QUALIFIED AND WHICH DOES NOT REQUIRE A CHANGE IN HIS PLACE OF RESIDENCE,

IF HIS RETURN DOES NOT INFRINGE UPON THE EMPLOYMENT RIGHTS OF OTHER EMPLOYEES UNDER THE WORKING AGREEMENT.

(H) IF AN EMPLOYEE WHO IS RECEIVING A COORDINATION ALLOWANCE RETURNS TO SERVICE THE COORDINATION ALLOWANCE SHALL CEASE WHILE HE IS SO REEMPLOYED AND THE PERIOD OF TIME DURING WHICH HE IS SO REEMPLOYED SHALL BE DEDUCTED FROM THE TOTAL PERIOD FOR WHICH HE IS ENTITLED TO RECEIVE A COORDINATION ALLOWANCE. DURING THE TIME OF SUCH REEMPLOYMENT HOWEVER HE SHALL BE ENTITLED TO PROTECTION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 6.

(I) IF AN EMPLOYEE WHO IS RECEIVING A COORDINATION ALLOWANCE OBTAINS RAILROAD EMPLOYMENT (OTHER THAN WITH HIS HOME ROAD OR IN THE COORDINATED OPERATION) HIS COORDINATION ALLOWANCE SHALL BE REDUCED TO THE EXTENT THAT THE SUM TOTAL OF HIS EARNINGS IN SUCH EMPLOYMENT AND HIS ALLOWANCE EXCEEDS THE AMOUNT UPON WHICH HIS COORDINATION ALLOWANCE IS BASED; PROVIDED THAT THIS SHALL NOT APPLY TO EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE.

(J) A COORDINATION ALLOWANCE SHALL CEASE PRIOR TO THE EXPIRATION OF ITS PRESCRIBED PERIOD IN THE EVENT OF:

1. FAILURE WITHOUT GOOD CAUSE TO RETURN TO SERVICE 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 8. AN EMPLOYEE AFFECTED BY A PARTICULAR COORDINATION SHALL NOT BE DEPRIVED OF BENEFITS ATTACHING TO HIS PREVIOUS EMPLOYMENT, SUCH AS FREE TRANSPORTATION, PENSIONS, HOSPITALIZATION, RELIEF, ETC., UNDER THE SAME CONDITIONS AND SO LONG AS SUCH BENEFITS CONTINUE TO BE ACCORDED TO OTHER EMPLOYEES ON HIS HOME ROAD, 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 ELIGIBLE TO RECEIVE A COORDINATION ALLOWANCE UNDER SECTION 7 HEREOF MAY, AT HIS OPTION AT THE TIME OF COORDINATION, RESIGN AND (IN LIEU OF ALL OTHER BENEFITS AND PROTECTIONS PROVIDED IN THIS AGREEMENT) ACCEPT IN A LUMP SUM A SEPARATION ALLOWANCE DETERMINED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>LENGTH OF SERVICE</u>		<u>SEPARATION ALLOWANCE</u>
1 YR. & LESS THAN	2 YRS.	3 MONTHS' PAY
2 YRS.	3 YRS.	6 " "
" " "	5 YRS.	9 " "
5 " " "	10 YRS.	12 " "
10 " " "	15 YRS.	12 " "
15 YEARS AND OVER		12 " "

IN THE CASE OF EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE, FIVE DAYS' PAY, AT THE RATE OF THE POSITION LAST OCCUPIED, FOR EACH MONTH IN WHICH THEY PERFORMED SERVICE WILL BE PAID AS THE LUMP SUM.

(A) LENGTH OF SERVICE SHALL BE COMPUTED AS PROVIDED IN SECTION 7.

(B) ONE MONTH'S PAY SHALL BE COMPUTED BY MULTIPLYING BY 30 THE DAILY RATE OF PAY RECEIVED BY THE EMPLOYEE IN THE POSITION LAST OCCUPIED PRIOR TO TIME OF COORDINATION.

SECTION 10 (A). ANY EMPLOYEE WHO IS RETAINED IN THE SERVICE OF ANY CARRIER INVOLVED IN A PARTICULAR COORDINATION (OR WHO IS LATER RESTORED TO SERVICE FROM THE GROUP OF EMPLOYEES ENTITLED TO RECEIVE A COORDINATION ALLOWANCE) WHO IS REQUIRED TO CHANGE THE POINT OF HIS EMPLOYMENT AS RESULT OF SUCH COORDINATION AND IS THEREFORE REQUIRED TO MOVE HIS PLACE OF RESIDENCE, SHALL BE REIMBURSED FOR ALL EXPENSES OF MOVING HIS HOUSEHOLD AND OTHER PERSONAL EFFECTS AND FOR THE TRAVELING EXPENSES OF HIMSELF AND MEMBERS OF HIS FAMILY, INCLUDING LIVING EXPENSES FOR HIMSELF AND HIS FAMILY AND HIS OWN ACTUAL WAGE LOSS DURING THE TIME NECESSARY FOR SUCH TRANSFER, AND FOR A REASONABLE TIME THEREAFTER, (NOT TO EXCEED TWO WORKING DAYS), USED IN SECURING A PLACE OF RESIDENCE IN HIS NEW LOCATION. THE EXACT EXTENT OF THE RESPONSIBILITY OF THE CARRIER UNDER THIS PROVISION AND THE WAYS AND MEANS OF TRANSPORTATION SHALL BE AGREED UPON IN ADVANCE BETWEEN THE CARRIER RESPONSIBLE AND THE ORGANIZATION OF THE EMPLOYEE AFFECTED. NO CLAIM FOR EXPENSES UNDER THIS SECTION SHALL BE ALLOWED UNLESS THEY ARE INCURRED WITHIN THREE YEARS FROM THE DATE OF COORDINATION AND THE CLAIM MUST BE SUBMITTED WITHIN NINETY (90) DAYS AFTER THE EXPENSES ARE INCURRED.

(B) IF ANY SUCH EMPLOYEE IS FURLOUGHED WITHIN THREE YEARS AFTER CHANGING HIS POINT OF EMPLOYMENT AS A RESULT OF COORDINATION AND ELECTS TO MOVE HIS PLACE OF RESIDENCE BACK TO HIS ORIGINAL POINT OF EMPLOYMENT, THE CARRIER SHALL ASSUME THE EXPENSE OF MOVING HIS HOUSEHOLD AND OTHER PERSONAL EFFECTS UNDER THE CONDITIONS IMPOSED IN PARAGRAPH (A) OF THIS SECTION.

(C) EXCEPT TO THE EXTENT PROVIDED IN PARAGRAPH (B) CHANGES IN PLACE OF RESIDENCE SUBSEQUENT TO THE INITIAL CHANGES CAUSED BY COORDINATION AND WHICH GROW OUT OF THE NORMAL EXERCISE OF SENIORITY IN ACCORDANCE WITH WORKING AGREEMENTS ARE NOT COMPREHENDED WITHIN THE PROVISIONS OF THIS SECTION.

SECTION 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 HE MAY HAVE IN THE HOME AND IN ADDITION SHALL RELIEVE HIM FROM ANY FURTHER OBLIGATIONS UNDER HIS CONTRACT.
3. IF THE EMPLOYEE HOLDS AN UNEXPIRED LEASE OF A DWELLING OCCUPIED BY HIM AS HIS HOME, THE EMPLOYING CARRIER SHALL PROTECT HIM FROM ALL LOSS AND COST IN SECURING THE CANCELLATION OF HIS SAID LEASE.

(B) CHANGES IN PLACE OF RESIDENCE SUBSEQUENT TO THE INITIAL CHANGE CAUSED BY COORDINATION AND WHICH GROW OUT OF THE NORMAL EXERCISE OF SENIORITY IN ACCORDANCE WITH WORKING AGREEMENTS ARE NOT COMPREHENDED WITHIN THE PROVISIONS OF THIS SECTION.

(C) NO CLAIM FOR LOSS SHALL BE PAID UNDER THE PROVISIONS OF THIS SECTION WHICH IS NOT PRESENTED WITHIN THREE YEARS AFTER THE EFFECTIVE DATE OF THE COORDINATION.

(D) SHOULD A CONTROVERSY ARISE IN RESPECT TO THE VALUE OF THE HOME, THE LOSS SUSTAINED IN ITS SALE, THE LOSS UNDER A CONTRACT FOR PURCHASE, LOSS AND COST IN SECURING TERMINATION OF LEASE, OR ANY OTHER QUESTION IN CONNECTION WITH THESE MATTERS, IT SHALL BE DECIDED THROUGH JOINT CONFERENCE BETWEEN THE REPRESENTATIVES OF THE EMPLOYEES AND THE CARRIER ON WHOSE LINE THE CONTROVERSY ARISES AND IN THE EVENT THEY ARE UNABLE TO AGREE, THE DISPUTE MAY BE REFERRED BY EITHER PARTY TO A BOARD OF THREE COMPETENT REAL ESTATE APPRAISERS, SELECTED IN THE FOLLOWING MANNER: ONE TO BE SELECTED BY THE REPRESENTATIVES OF THE EMPLOYEES AND THE CARRIER, RESPECTIVELY; THESE TWO SHALL ENDEAVOR BY AGREEMENT WITHIN TEN DAYS AFTER THEIR APPOINTMENT TO SELECT THE THIRD APPRAISER, OR TO SELECT SOME PERSON AUTHORIZED TO NAME THE THIRD APPRAISER, AND IN THE EVENT OF FAILURE TO AGREE THEN THE CHAIRMAN OF THE INTERSTATE COMMERCE COMMISSION SHALL BE REQUESTED TO APPOINT THE THIRD APPRAISER. A DECISION OF A MAJORITY OF THE APPRAISERS SHALL BE REQUIRED AND SAID DECISION SHALL BE FINAL AND CONCLUSIVE. THE SALARY AND EXPENSES OF THE THIRD OR NEUTRAL APPRAISER, INCLUDING THE EXPENSES OF THE APPRAISAL BOARD, SHALL BE BORNE EQUALLY BY THE PARTIES TO THE PROCEEDINGS. ALL OTHER EXPENSES SHALL BE PAID BY THE PARTY INCURRING THEM, INCLUDING THE SALARY OF THE APPRAISER SELECTED BY SUCH PARTY.

SECTION 12. IF ANY CARRIER SHALL REARRANGE OR ADJUST ITS FORCES IN ANTICIPATION OF A COORDINATION, WITH THE PURPOSE OR EFFECT OF DEPRIVING AN EMPLOYEE OF BENEFITS TO WHICH HE SHOULD BE ENTITLED UNDER

THIS AGREEMENT AS AN EMPLOYEE IMMEDIATELY AFFECTED BY A COORDINATION, THIS AGREEMENT SHALL APPLY TO SUCH AN EMPLOYEE AS OF THE DATE WHEN HE IS SO AFFECTED.

SECTION 13. IN THE EVENT THAT ANY DISPUTE OR CONTROVERSY ARISES (EXCEPT AS DEFINED IN SECTION 11) IN CONNECTION WITH A PARTICULAR COORDINATION, INCLUDING AN INTERPRETATION, APPLICATION OR ENFORCEMENT OF ANY OF THE PROVISIONS OF THIS AGREEMENT (OR OF THE AGREEMENT ENTERED INTO BETWEEN THE CARRIERS AND THE REPRESENTATIVES OF THE EMPLOYEES RELATING TO SAID COORDINATION AS CONTEMPLATED BY THIS AGREEMENT) WHICH IS NOT COMPOSED BY THE PARTIES THERETO WITHIN THIRTY DAYS AFTER SAME ARISES, IT MAY BE REFERRED BY EITHER PARTY FOR CONSIDERATION AND DETERMINATION TO A COMMITTEE WHICH IS HEREBY ESTABLISHED, COMPOSED IN THE FIRST INSTANCE OF THE SIGNATORIES TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT MAY NAME SUCH PERSONS FROM TIME TO TIME AS EACH PARTY DESIRES TO SERVE ON SUCH COMMITTEE AS ITS REPRESENTATIVES IN SUBSTITUTION FOR SUCH ORIGINAL MEMBERS. SHOULD THE COMMITTEE BE UNABLE TO AGREE, IT SHALL SELECT A NEUTRAL REFEREE AND IN THE EVENT IT IS UNABLE TO AGREE WITHIN 10 DAYS UPON THE SELECTION OF SAID REFEREE, THEN THE MEMBERS ON EITHER SIDE MAY REQUEST THE NATIONAL MEDIATION BOARD TO APPOINT A REFEREE. THE CASE SHALL AGAIN BE CONSIDERED BY THE COMMITTEE AND THE REFEREE AND THE DECISION OF THE REFEREE SHALL BE FINAL AND CONCLUSIVE. THE SALARY AND EXPENSES OF THE REFEREE SHALL BE BORNE EQUALLY BY THE PARTIES TO THE PROCEEDING; ALL OTHER EXPENSES SHALL BE PAID BY THE PARTY INCURRING THEM.

SECTION 14. ANY CARRIER NOT INITIALLY A PARTY TO THIS AGREEMENT MAY BECOME A PARTY BY SERVING NOTICE OF ITS DESIRE TO DO SO BY MAIL UPON THE MEMBERS OF THE COMMITTEE ESTABLISHED BY SECTION 13 HEREOF. IT SHALL BECOME A PARTY AS OF THE DATE OF THE SERVICE OF SUCH NOTICE OR UPON SUCH LATER DATE AS MAY BE SPECIFIED THEREIN.

SECTION 15. THIS AGREEMENT SHALL BE EFFECTIVE JUNE 18, 1936, AND BE IN FULL FORCE AND EFFECT FOR A PERIOD OF FIVE YEARS FROM THAT DATE AND CONTINUE IN EFFECT THEREAFTER WITH THE PRIVILEGE THAT ANY CARRIER OR ORGANIZATION PARTY HERETO MAY THEN WITHDRAW FROM THE AGREEMENT AFTER ONE YEAR FROM HAVING SERVED NOTICE OF ITS INTENTION SO TO WITHDRAW; PROVIDED, HOWEVER, THAT ANY RIGHTS OF THE PARTIES HERETO OR OF INDIVIDUALS ESTABLISHED AND FIXED DURING THE TERM OF THIS AGREEMENT SHALL CONTINUE IN FULL FORCE AND EFFECT, NOTWITHSTANDING THE EXPIRATION OF THE AGREEMENT OR THE EXERCISE BY A CARRIER OR AN ORGANIZATION OF THE RIGHT TO WITHDRAW THEREFROM.

THIS AGREEMENT SHALL BE SUBJECT TO REVISION BY MUTUAL AGREEMENT OF THE PARTIES HERETO AT ANY TIME, BUT ONLY AFTER THE SERVING OF A SIXTY (60) DAYS NOTICE BY EITHER PARTY UPON THE OTHER.

FOR THE PARTICIPATING CARRIERS:

SIGNATURES NOT REPRODUCED

FOR THE PARTICIPATING ORGANIZATIONS OF EMPLOYEES:

SIGNATURES NOT REPRODUCED

SIGNED AT WASHINGTON, D. C.
MAY 21, 1936.

THOSE AGREEMENTS LISTED BELOW FOR REFERENCE PURPOSES THAT HAVE NOT BEEN SUPERSEDED, MODIFIED OR AMENDED BY THIS AGREEMENT OR NATIONAL AGREEMENTS REMAIN IN EFFECT.

<u>DATE OF AGREEMENT</u>	<u>BRIEF DESCRIPTION</u>
10- 4-34	AGREEMENT CONCERNING SENIORITY STANDING OF HELPER APPRENTICES AS MECHANICS AS OF NOVEMBER 1, 1934.
11- 1-34	ADDENDUM TO AGREEMENT OF OCTOBER 4, 1934, CONCERNING SENIORITY OF HELPER APPRENTICES AS MECHANICS.
3-27-35	AGREEMENT GOVERNING WORKING CONDITIONS AND RATES OF PAY, EFFECTIVE APRIL 1, 1935.
1- 6-36	AGREEMENT CONCERNING ROAD WORK AND SLEEPING AND EATING ACCOMMODATIONS FOR SHEET METALMEN, WATER SERVICEMEN AND ELECTRICIANS IN ENG. & MAIN. DEPT.
8-23-37	AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 1, CONCERNING RULES 55 AND 134 OF THE FEDERATED SHOP CRAFTS AGREEMENT COVERING SCRAPPING AND DISMANTLING.
8-23-37	AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 2, COVERING RULE 13, CHANGING SHIFTS.
8-23-37	AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 3, COVERING RULE 29, TRANSFERRING FURLOUGHED EMPLOYEES.

- 8-24-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 4, COVERING RULES 35 & 11, DISCIPLINE.
- 9-14-37 AGREEMENT COVERING REPRESENTATION OF EQUIPMENTMEN, DISTRICTMEN, LINEMEN, GROUND-MEN, TELEGRAPH AND TELEPHONE DEPT. IN IBEW.
- 9-29-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 7, COVERING RULE 18, FOREMEN MECHANICS.
- 10-29-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 5, COVERING RULE 21, LEAVE OF ABSENCE.
- 10-29-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 6, COVERING RULE 157, RATES OF PAY FOR REPAIRMEN.
- 12- 1-37 AGREEMENT GOVERNING THE WAGES AND WORKING CONDITIONS OF THE MAINTENANCE OF WAY DEPT.
- 12-23-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 8, COVERING RULE 31, LOCOMOTIVE CARMEN.
- 12-23-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 9, COVERING RULE 10, ROADMEN OPERATING DERRICK.
- 12-23-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 10, COVERING RULES 18 & 25, BULLETIN POSITIONS.

- 12-23-37 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 11, COVERING RULE 31, APPRENTICES & HELPERS.
- 4-21-38 AGREEMENT COVERING TRAVELING ELECTRIC AIR CONDITIONING MAINTENANCE MEN.
- 6- 2-38 AGREEMENT COVERING 5¢ DIFFERENTIAL TO ELECTRICIANS FOR INSPECTION AND SIGNING FEDERAL FORMS.
- 9-12-38 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 12, COVERING RULE 27 & 34, RECALLING EMPLOYEES TO SERVICE.
- 9-12-38 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 13, COVERING RULE 27 & 30 ISSUANCE OF BULLETINS COVERING FORCE REDUCTIONS.
- 2-25-39 AGREEMENT COVERING WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 14, COVERING RULES 29 & 34, RECALLING EMPLOYEES TO SERVICE.
- 2-25-39 AGREEMENT OF WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 15, COVERING RULE 27 & 30, FURLOUGHED MEN RECALLED TO TEMPORARY SERVICE.
- 2-25-39 AGREEMENT OF WAGES & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 16, COVERING RULE 27 & 34, FILLING POSITIONS WHEN A SENIORITY ROSTER IS EXHAUSTED.
- 3-25-39 AGREEMENT COVERING OPERATION AND MAINTENANCE OF MAGNO-FLUX DEFECT FINDING MACHINES.

- 3-25-39 AGREEMENT COVERING TRAVELING EXPENSES OF ELECTRICAL ROAD WORK, NORTHWESTERN DISTRICT.
- 5-27-39 AGREEMENT COVERING WAGE & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 17, COVERING RULE 13, WHICH REPLACES RULING 2.
- 1- 1-40 AGREEMENT COVERING WAGE & LABOR SCHEDULES FOR MOTIVE POWER & MACHINERY DEPT., RULING No. 18, COVERING RULE 42, SENIORITY OF APPRENTICES.
- 10-24-42 AGREEMENT COVERING SENIORITY ROSTER OF ELECTRICIANS.
- 10-24-42 LETTER OF UNDERSTANDING CONCERNING INSPECTING AND REPAIRING WAUKESHA ENGINES.
- 10-14-43 LETTER OF UNDERSTANDING CONCERNING WORK PERFORMED BY ELECTRICIANS ON SMALL BENCH LATHE, OMAHA SHOPS.
- 1-24-44 AGREEMENT CONCERNING SERVICING OF ROLLING STOCK EQUIPMENT AT SAN BERNARDINO, CALIFORNIA.
- 6- 2-44 AGREEMENT CONCERNING RATES FOR TELEGRAPH AND TELEPHONE WORKERS.
- 4-28-45 AGREEMENT FOR TRAINING OF APPRENTICES.
- 10-26-45 AGREEMENT COVERING APPRENTICES AND HELPERS.
- 7-16-46 AGREEMENT COVERING WORKING CONDITIONS FOR RAILROAD SIGNALMEN.
- 11-15-46 AGREEMENT COVERING BUILDING SUPERVISOR AND ASSISTANT AT OMAHA UNION STATION.
- 1- 3-47 AGREEMENT TO ADD TO RULE 6 COVERING ADDITIONAL COMPENSATION FOR SUNDAYS AND HOLIDAYS.

- 6-30-47 AGREEMENT CONCERNING OPERATION OF WELDING EQUIPMENT.
- 8-28-47 AGREEMENT COVERING 5¢ HOUR DIFFERENTIAL FOR OPERATING TRUCK IN SHEET METAL WORKERS, WATER SERVICE GANG.
- 2-17-48 MEMORANDUM AS TO ALLOCATION OF ELECTRICAL WORK, MOTIVE POWER & MACH. DEPT. AND ENGR. & MAINTENANCE OF WAY DEPTS.
- 6- 6-49 MEMORANDUM OF AGREEMENT COVERING CONFORMITY WITH NATIONAL WAGE AND HOUR AGREEMENT OF MARCH 19, 1949.
- 6-11-49 AGREEMENT COVERING BUILDING SUPERVISOR AND ASSISTANT RATES OF PAY EFF. SEPT. 1, 1949.
- 9- 1-49 AGREEMENT OF WORKING CONDITIONS- FIREMEN & OILERS.
- 9- 1-49 AGREEMENT OF WORKING CONDITIONS- SHOP CRAFT AGREEMENT, SYSTEM FEDERATION 105.
- 3- 1-50 MEMORANDUM OF AGREEMENT COVERING TRAINING OF APPRENTICES WHERE CLASSROOM INSTRUCTION IS NOT AVAILABLE.
- 3- 1-50 AGREEMENT COVERING REVISION OF RULE 40 OF THE FEDERATED SHOP CRAFTS AGREEMENT, APPRENTICESHIP.
- 4-18-51 MEMORANDUM OF AGREEMENT COVERING BOILERMAKER APPRENTICES.
- 4-18-51 MEMORANDUM OF AGREEMENT COVERING MACHINIST APPRENTICES.
- 5- 2-51 MEMORANDUM OF AGREEMENT AMENDING RULE 31 OF THE SHOP CRAFT AGREEMENT EFF. MAY 1, 1948. SENIORITY.

- 6-14-51 MEMORANDUM OF AGREEMENT CONCERNING SENIORITY STATUS OF EMPLOYES AT UMATILLA, WALLULA AND RIETH-PENDLETON, DUE TO NEW TERMINAL AT HINKLE.
- 11-29-51 AGREEMENT COVERING EMPLOYES - SENIORITY AT HINKLE, OREGON.
- 2-27-53 MEMORANDUM OF AGREEMENT COVERING TRANSFERRING OF EMPLOYES TO NEW DIESEL SHOP IN SALT LAKE CITY, UTAH.
- 7-31-53 MEMORANDUM OF AGREEMENT COVERING COMPENSATION OF APPRENTICE CLASSROOM INSTRUCTORS.
- 10-19-54 LETTER OF UNDERSTANDING COVERING WISH TO PRESERVE EXISTING RULES AND WILL NOT ADOPT ART. IV, CARRIER'S PROPOSAL No. 6.
- 11- 1-55 AGREEMENT COVERING OPERATION OF MOBILE HYDRAULIC FREIGHT CAR CLEANING MACHINES AT SALT LAKE CITY.
- 12- 3-55 AGREEMENT COVERING SENIORITY OF CARMEN AND HELPERS, PROMOTED TO TEMPORARY CARMEN.
- 6- 6-56 AGREEMENT COVERING SENIORITY OF CARMEN AND HELPERS PROMOTED TO TEMPORARY CARMEN, AMENDING AGREEMENT OF DECEMBER 3, 1955.
- 4- 1-57 AGREEMENT COVERING WORKING CONDITIONS - COMMUNICATIONS DEPARTMENT.
- 10-22-57 LETTER OF UNDERSTANDING COVERING LEAD ELECTRICIAN POSITION IN CONNECTION WITH THE MAINTENANCE AND REPAIR OF AUTOMATIC ELEVATORS.
- 12- 9-57 LETTER OF UNDERSTANDING CONCERNING ESTABLISHMENT OF HOURS OF SERVICE ON THE JOB OF LEAD ELECTRICIAN.

- 4-11-58: AGREEMENT CONCERNING TRANSFER OF WORK, PORTLAND, OREGON, COVERING INSPECTION AND SERVICE WORK ON TRAILING CARS.
- 7- 1-60 LETTER OF UNDERSTANDING CONCERNING EMPLOYEES FURLOUGHED, ABOLISHED JOBS, SENIORITY RIGHTS.
- 8- 1-60 MEMORANDUM OF AGREEMENT COVERING ELECTRICAL ROAD FORCES - OREGON DIVISION.
- 2-17-61 LETTER OF UNDERSTANDING CONCERNING USING FURLOUGHED WORKERS PERFORMING RELIEF WORK.
- 9-28-61 MEMORANDUM OF AGREEMENT CONCERNING THE COORDINATION OF MECHANICAL DEPT. FACILITIES AND SERVICES OF SPOKANE INTERNATIONAL WITH MOTIVE POWER & MACHINERY DEPARTMENT.
- 1-29-68 AGREEMENT CONCERNING THE REORGANIZATION OF EMPLOYEES ON THE ABOLISHED OUR&D.
- 3-21-68 AGREEMENT TO REVISE RULES OF SEPTEMBER 1, 1949 AGREEMENT COVERING APPRENTICES.
- 10-11-68 AGREEMENT COVERING THE TRANSFER OF EMPLOYEES DUE TO ABOLISHED POSITIONS.
- 3- 3-71 AGREEMENT COVERING THE TRANSFER OF EMPLOYEES DUE TO ABOLISHED POSITIONS.
- 7- 8-71 AGREEMENT COVERING THE TRANSFER OF EMPLOYEES DUE TO ABOLISHED POSITIONS.
- 1-12-73 MEMORANDUM OF AGREEMENT COVERING CARMEN DIFFERENTIAL IN PAY FOR EMPLOYEES ASSIGNED TO WRITE UP BILLING REPAIRS.

- 11-15-73 AGREEMENT TO AMEND THE SHOP
CRAFT AGREEMENT EFFECTIVE
MARCH 7, 1953, COVERING DUES
DEDUCTION EFFECTIVE JANUARY 1,
1974.
- 12- 1-73 AGREEMENT COVERING APPRENTICE
TRAINING PROGRAM.
- 1- 1-74 AGREEMENT PROVIDING FOR APPREN-
TICESHIP TRAINING FOR
MACHINISTS CRAFT IN ENGINEERING
DEPARTMENT.
- 5- 1-75 AGREEMENT PROVIDING FOR PER
DIEM ALLOWANCE IN ENGINEERING
DEPARTMENT.
- 2-17-76 AGREEMENT PROVIDING FOR
SENIORITY STATUS OF MACHINISTS
IN NORTHWESTERN DISTRICT.

MEDIATION AGREEMENT

CASE No. A-7030

THIS AGREEMENT MADE THIS 25TH DAY OF SEPTEMBER, 1964, BY AND BETWEEN THE PARTICIPATING CARRIERS LISTED IN EXHIBITS A, B AND C ATTACHED HERETO AND MADE A PART HEREOF AND REPRESENTED BY THE NATIONAL RAILWAY LABOR CONFERENCE AND THE EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES, AND THE EMPLOYEES OF SUCH CARRIERS SHOWN THEREON AND REPRESENTED BY THE RAILWAY LABOR ORGANIZATIONS SIGNATORY HERETO, THROUGH THE RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO,

WITNESSETH:

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

SECTION 1 -

THE PURPOSE OF THIS RULE IS TO AFFORD PROTECTIVE BENEFITS FOR EMPLOYEES WHO ARE DISPLACED OR DEPRIVED OF EMPLOYMENT AS A RESULT OF CHANGES IN THE OPERATIONS OF THE CARRIER DUE TO THE CAUSES LISTED IN SECTION 2 HEREOF, AND, SUBJECT TO THE PROVISIONS OF THIS AGREEMENT, THE CARRIER HAS AND MAY EXERCISE THE RIGHT TO INTRODUCE TECHNOLOGICAL AND OPERATIONAL CHANGES EXCEPT WHERE SUCH CHANGES ARE CLEARLY BARRED BY EXISTING RULES OR AGREEMENTS.

ANY JOB PROTECTION AGREEMENT WHICH IS NOW IN EFFECT ON A PARTICULAR RAILROAD WHICH IS DEEMED BY THE AUTHORIZED EMPLOYEE REPRESENTATIVES TO BE MORE FAVORABLE THAN THIS ARTICLE WITH RESPECT TO A TRANSACTION SUCH AS THOSE REFERRED TO IN SECTION 2 HEREOF, MAY BE PRESERVED AS TO SUCH TRANSACTION BY THE REPRESENTATIVES SO NOTIFYING THE CARRIER WITHIN THIRTY DAYS FROM THE DATE OF RECEIPT OF NOTICE OF SUCH TRANSACTION, AND THE PROVISIONS OF THIS ARTICLE WILL NOT APPLY WITH RESPECT TO SUCH TRANSACTION.

NONE OF THE PROVISIONS OF THIS ARTICLE SHALL APPLY TO ANY TRANSACTIONS SUBJECT TO APPROVAL BY THE INTERSTATE COMMERCE COMMISSION, IF THE APPROVAL ORDER OF THE COMMISSION CONTAINS EQUAL OR MORE FAVORABLE EMPLOYEE PROTECTION PROVISIONS, OR TO ANY TRANSACTIONS COVERED BY THE WASHINGTON JOB PROTECTION AGREEMENT.

SECTION 2 -

THE PROTECTIVE BENEFITS OF THE WASHINGTON JOB PROTECTION AGREEMENT OF MAY, 1936, SHALL BE APPLICABLE, AS MORE SPECIFICALLY OUTLINED BELOW, WITH RESPECT TO EMPLOYEES WHO ARE DEPRIVED OF EMPLOYMENT OR PLACED IN A WORSE POSITION WITH RESPECT TO COMPENSATION AND RULES GOVERNING WORKING CONDITIONS AS A RESULT OF ANY OF THE FOLLOWING CHANGES IN THE OPERATIONS OF THIS INDIVIDUAL CARRIER:

- A. TRANSFER OF WORK;
- B. ABANDONMENT, DISCONTINUANCE FOR 6 MONTHS OR MORE, OR CONSOLIDATION OF FACILITIES OR SERVICES OR PORTIONS THEREOF;
- C. CONTRACTING OUT OF WORK;
- D. LEASE OR PURCHASE OF EQUIPMENT OR COMPONENT PARTS THEREOF, THE INSTALLATION, OPERATION, SERVICING OR REPAIRING OF WHICH IS TO BE PERFORMED BY THE LESSOR OR SELLER;
- E. VOLUNTARY OR INVOLUNTARY DISCONTINUANCE OF CONTRACTS;
- F. TECHNOLOGICAL CHANGES; AND,
- G. TRADE-IN OR REPURCHASE OF EQUIPMENT OR UNIT EXCHANGE.

SECTION 3 -

AN EMPLOYEE SHALL NOT BE REGARDED AS DEPRIVED OF EMPLOYMENT OR PLACED IN A WORSE POSITION WITH RESPECT TO HIS COMPENSATION AND RULES GOVERNING WORKING CONDITIONS IN CASE OF

HIS RESIGNATION, DEATH, RETIREMENT, DISMISSAL FOR CAUSE IN ACCORDANCE WITH EXISTING AGREEMENTS, OR FAILURE TO WORK DUE TO DISABILITY OR DISCIPLINE, OR FAILURE TO OBTAIN A POSITION AVAILABLE TO HIM IN THE EXERCISE OF HIS SENIORITY RIGHTS IN ACCORDANCE WITH EXISTING RULES OR AGREEMENTS, OR REDUCTIONS IN FORCES DUE TO SEASONAL REQUIREMENTS, THE LAYOFF OF TEMPORARY EMPLOYEES OR A DECLINE IN A CARRIER'S BUSINESS, OR FOR ANY OTHER REASON NOT COVERED BY SECTION 2 HEREOF. IN ANY DISPUTE OVER WHETHER AN EMPLOYEE IS DEPRIVED OF EMPLOYMENT OR PLACED IN A WORSE POSITION WITH RESPECT TO HIS COMPENSATION AND RULES GOVERNING WORKING CONDITIONS DUE TO CAUSES LISTED IN SECTION 2 HEREOF OR WHETHER IT IS DUE TO THE CAUSES LISTED IN SECTION 3 HEREOF, THE BURDEN OF PROOF SHALL BE ON THE CARRIER.

SECTION 4 -

THE CARRIER SHALL GIVE AT LEAST SIXTY (60) DAYS (NINETY (90) DAYS IN CASES THAT WILL REQUIRE A CHANGE OF EMPLOYEE'S RESIDENCE) WRITTEN NOTICE OF THE ABOLITION OF JOBS AS A RESULT OF CHANGES IN OPERATIONS FOR ANY OF THE REASONS SET FORTH IN SECTION 2 HEREOF, BY POSTING A NOTICE ON BULLETIN BOARDS CONVENIENT TO THE INTERESTED EMPLOYEES AND BY SENDING CERTIFIED MAIL NOTICE TO THE GENERAL CHAIRMEN OF SUCH INTERESTED EMPLOYEES. SUCH NOTICE SHALL CONTAIN A FULL AND ADEQUATE STATEMENT OF THE PROPOSED CHANGES IN OPERATIONS, INCLUDING AN ESTIMATE OF THE NUMBER OF EMPLOYEES OF EACH CLASS AFFECTED BY THE INTENDED CHANGES, AND A FULL DISCLOSURE OF ALL FACTS AND CIRCUMSTANCES BEARING ON THE PROPOSED DISCONTINUANCE OF POSITIONS. THE DATE AND PLACE OF A CONFERENCE BETWEEN REPRESENTATIVES OF THE CARRIER AND THE GENERAL CHAIRMAN OR HIS REPRESENTATIVE, AT HIS OPTION, TO DISCUSS THE MANNER IN WHICH AND THE EXTENT TO WHICH EMPLOYEES MAY BE AFFECTED BY THE CHANGES INVOLVED, SHALL BE AGREED UPON WITHIN TEN (10) DAYS AFTER THE RECEIPT OF SAID NOTICE, AND CONFERENCE SHALL COMMENCE WITHIN THIRTY (30) DAYS FROM THE DATE OF SUCH NOTICE.

SECTION 5 -

ANY EMPLOYEE WHO IS CONTINUED IN SERVICE, BUT WHO IS PLACED, AS A RESULT OF A CHANGE IN OPERATIONS FOR ANY OF THE REASONS SET FORTH IN SECTION 2 HEREOF, IN A WORSE POSITION WITH RESPECT TO COMPENSATION AND RULES GOVERNING WORKING CONDITIONS, SHALL BE ACCORDED THE BENEFITS SET FORTH IN SECTION 6(A), (B) AND (C) OF THE WASHINGTON JOB PROTECTION AGREEMENT OF MAY, 1936, READING AS FOLLOWS:

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

(B) THE PROTECTION AFFORDED BY THE FOREGOING PARAGRAPH SHALL BE MADE EFFECTIVE WHENEVER APPROPRIATE THROUGH WHAT IS HEREBY DESIGNATED AS A 'DIS-PLACEMENT 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 'DIS-PLACED' EMPLOYEE.

(c) EACH DISPLACEMENT ALLOWANCE SHALL BE A MONTHLY ALLOWANCE DETERMINED BY COMPUTING THE TOTAL COMPENSATION RECEIVED BY THE EMPLOYEE AND HIS TOTAL TIME PAID FOR DURING THE LAST TWELVE (12) MONTHS IN WHICH HE PERFORMED SERVICE IMMEDIATELY PRECEDING THE DATE OF HIS DISPLACEMENT (SUCH TWELVE (12) MONTHS BEING HEREINAFTER REFERRED TO AS THE 'TEST PERIOD') AND BY DIVIDING SEPARATELY THE TOTAL COMPENSATION AND THE TOTAL TIME PAID FOR BY TWELVE, THEREBY PRODUCING THE AVERAGE MONTHLY COMPENSATION AND AVERAGE MONTHLY TIME PAID FOR, WHICH SHALL BE THE MINIMUM AMOUNTS USED TO GUARANTEE THE DIS-PLACED EMPLOYEE, AND IF HIS COMPENSATION IN HIS CURRENT POSITION IS LESS IN ANY MONTH IN WHICH HE PERFORMS WORK THAN THE AFORESAID AVERAGE COMPENSATION HE SHALL BE PAID THE DIFFERENCE, LESS COMPENSATION FOR ANY TIME LOST ON ACCOUNT OF VOLUNTARY ABSENCES TO THE EXTENT THAT HE IS NOT AVAILABLE FOR SERVICE EQUIVALENT TO HIS AVERAGE MONTHLY TIME DURING THE TEST PERIOD, BUT HE SHALL BE COMPENSATED IN ADDITION THERETO AT THE RATE OF THE POSITION FILLED FOR ANY TIME WORKED IN EXCESS OF THE AVERAGE MONTHLY TIME PAID FOR DURING THE TEST PERIOD."

SECTION 6 -

ANY EMPLOYEE WHO IS DEPRIVED OF EMPLOYMENT AS A RESULT OF A CHANGE IN OPERATIONS FOR ANY OF THE REASONS SET FORTH IN SECTION 2 HEREOF SHALL BE ACCORDED A MONTHLY DISMISSAL ALLOWANCE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN SECTION 7(A) THROUGH (J) OF THE WASHINGTON JOB PROTECTION AGREEMENT OF MAY, 1956, READING AS FOLLOWS:

"SECTION 7(A). ANY EMPLOYEE OF ANY OF THE CARRIERS PARTICIPATING IN A PARTICULAR COORDINATION WHO IS DEPRIVED OF EMPLOYMENT AS A RESULT OF SAID COORDINATION SHALL BE ACCORDED AN ALLOWANCE (HEREINAFTER TERMED A COORDINATION ALLOWANCE), BASED ON LENGTH OF SERVICE, WHICH (EXCEPT IN THE CASE OF AN EMPLOYEE WITH LESS THAN ONE YEAR OF SERVICE) SHALL BE A MONTHLY ALLOWANCE EQUIVALENT IN EACH INSTANCE TO SIXTY PER CENT (60%) OF THE AVERAGE MONTHLY COMPENSATION OF THE EMPLOYEE IN QUESTION DURING THE LAST TWELVE MONTHS OF HIS EMPLOYMENT IN WHICH HE EARNED COMPENSATION PRIOR TO THE DATE HE IS FIRST DEPRIVED OF EMPLOYMENT AS A RESULT OF THE COORDINATION. THIS COORDINATION ALLOWANCE WILL BE MADE TO EACH ELIGIBLE EMPLOYEE WHILE UNEMPLOYED BY HIS 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. " " " 3 "	12 "
3 YRS. " " " 5 "	18 "
5 YRS. " " " 10 "	36 "
10 YRS. " " " 15 "	48 "
15 YRS. AND OVER	60 "

IN THE CASE OF AN EMPLOYEE WITH LESS THAN ONE YEAR OF SERVICE, THE TOTAL COORDINATION ALLOWANCE SHALL BE A LUMP SUM PAYMENT IN AN AMOUNT EQUIVALENT TO SIXTY (60) DAYS PAY AT THE STRAIGHT TIME DAILY RATE OF THE LAST POSITION HELD BY HIM AT THE TIME HE IS DEPRIVED OF EMPLOYMENT AS A RESULT OF THE COORDINATION.

(B) FOR THE PURPOSES OF THIS AGREEMENT THE LENGTH OF SERVICE OF THE EMPLOYEE SHALL BE DETERMINED FROM THE DATE HE LAST ACQUIRED AN EMPLOYMENT STATUS WITH THE EMPLOYING CARRIER AND HE SHALL BE GIVEN CREDIT FOR ONE MONTH'S SERVICE FOR EACH MONTH IN WHICH HE PERFORMED ANY SERVICE (IN ANY CAPACITY WHATSOEVER) AND TWELVE SUCH MONTHS SHALL BE CREDITED AS ONE YEAR'S SERVICE. THE EMPLOYMENT STATUS OF AN EMPLOYEE SHALL NOT BE INTERRUPTED BY FURLOUGH IN INSTANCES WHERE THE EMPLOYEE HAS A RIGHT TO AND DOES RETURN TO SERVICE WHEN CALLED. IN DETERMINING LENGTH OF SERVICE OF AN EMPLOYEE ACTING AS AN OFFICER OR OTHER OFFICIAL REPRESENTATIVE OF AN EMPLOYEE ORGANIZATION HE WILL BE GIVEN CREDIT FOR PERFORMING SERVICE WHILE SO ENGAGED ON LEAVE OF ABSENCE FROM THE SERVICE OF A CARRIER.

(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 CO-ORDINATED OPERATION, OR
2. WHEN THE POSITION HE HOLDS ON HIS HOME ROAD IS NOT ABOLISHED BUT HE LOSES THAT POSITION AS A RESULT OF THE EXERCISE OF SENIORITY RIGHTS BY AN EMPLOYEE WHOSE POSITION IS ABOLISHED AS A RESULT OF SAID COORDINATION, OR BY OTHER EMPLOYEES, BROUGHT ABOUT AS A PROXIMATE CONSEQUENCE OF THE COORDINATION, AND IF HE IS UNABLE BY THE EXERCISE OF HIS SENIORITY RIGHTS TO SECURE ANOTHER POSITION ON HIS HOME ROAD OR A POSITION IN THE COORDINATED OPERATION.

(D) AN EMPLOYEE SHALL NOT BE REGARDED AS DEPRIVED OF EMPLOYMENT IN CASE OF HIS RESIGNATION, DEATH, RETIREMENT ON PENSION OR ON ACCOUNT OF AGE OR DISABILITY IN ACCORDANCE WITH THE CURRENT RULES AND PRACTICES APPLICABLE TO EMPLOYEES GENERALLY, DISMISSAL FOR JUSTIFIABLE CAUSE IN ACCORDANCE WITH THE RULES, OR FURLOUGHED BECAUSE OF REDUCTION IN FORCES DUE TO SEASONAL REQUIREMENTS OF THE SERVICE; NOR SHALL ANY EMPLOYEE BE REGARDED AS DEPRIVED OF EMPLOYMENT AS THE RESULT OF A PARTICULAR COORDINATION WHO IS NOT DEPRIVED OF HIS EMPLOYMENT WITHIN THREE YEARS FROM THE EFFECTIVE DATE OF SAID COORDINATION.

(E) EACH EMPLOYEE RECEIVING A COORDINATION ALLOWANCE SHALL KEEP THE EMPLOYER INFORMED OF HIS ADDRESS AND THE NAME AND ADDRESS OF ANY OTHER PERSON BY WHOM HE MAY BE REGULARLY EMPLOYED.

(F) THE COORDINATION ALLOWANCE SHALL BE PAID TO THE REGULARLY ASSIGNED INCUMBENT OF THE POSITION ABOLISHED. IF THE POSITION OF AN EMPLOYEE IS ABOLISHED WHILE HE IS ABSENT FROM SERVICE, HE WILL BE ENTITLED TO THE COORDINATION ALLOWANCE WHEN HE IS AVAILABLE FOR SERVICE. THE EMPLOYEE TEMPORARILY FILLING SAID POSITION AT THE TIME IT WAS ABOLISHED WILL BE GIVEN A COORDINATION ALLOWANCE ON THE BASIS OF SAID POSITION UNTIL THE REGULAR EMPLOYEE IS AVAILABLE FOR SERVICE AND THEREAFTER SHALL REVERT TO HIS PREVIOUS STATUS AND WILL BE GIVEN A COORDINATION ALLOWANCE ACCORDINGLY IF ANY IS DUE.

(G) AN EMPLOYEE RECEIVING A COORDINATION ALLOWANCE SHALL BE SUBJECT TO CALL TO RETURN TO SERVICE AFTER BEING NOTIFIED IN ACCORDANCE WITH THE WORKING AGREEMENT, AND SUCH EMPLOYEE MAY BE REQUIRED TO RETURN

TO THE SERVICE OF THE EMPLOYING CARRIER FOR OTHER REASONABLY COMPARABLE EMPLOYMENT FOR WHICH HE IS PHYSICALLY AND MENTALLY QUALIFIED AND WHICH DOES NOT REQUIRE A CHANGE IN HIS PLACE OF RESIDENCE, IF HIS RETURN DOES NOT INFRINGE UPON THE EMPLOYMENT RIGHTS OF OTHER EMPLOYEES UNDER THE WORKING AGREEMENT.

(H) IF AN EMPLOYEE WHO IS RECEIVING A COORDINATION ALLOWANCE RETURNS TO SERVICE THE COORDINATION ALLOWANCE SHALL CEASE WHILE HE IS SO REEMPLOYED AND THE PERIOD OF TIME DURING WHICH HE IS SO REEMPLOYED SHALL BE DEDUCTED FROM THE TOTAL PERIOD FOR WHICH HE IS ENTITLED TO RECEIVE A COORDINATION ALLOWANCE. DURING THE TIME OF SUCH REEMPLOYMENT HOWEVER HE SHALL BE ENTITLED TO PROTECTION IN ACCORDANCE WITH THE PROVISIONS OF SECTION 6.

(I) IF AN EMPLOYEE WHO IS RECEIVING A COORDINATION ALLOWANCE OBTAINS RAILROAD EMPLOYMENT (OTHER THAN WITH HIS HOME ROAD OR IN THE COORDINATED OPERATION) HIS COORDINATION ALLOWANCE SHALL BE REDUCED TO THE EXTENT THAT THE SUM TOTAL OF HIS EARNINGS IN SUCH EMPLOYMENT AND HIS ALLOWANCE EXCEEDS THE AMOUNT UPON WHICH HIS COORDINATION ALLOWANCE IS BASED; PROVIDED THAT THIS SHALL NOT APPLY TO EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE.

(J) A COORDINATION ALLOWANCE SHALL CEASE PRIOR TO THE EXPIRATION OF ITS PRESCRIBED PERIOD IN THE EVENT OF:

1. FAILURE WITHOUT GOOD CAUSE TO RETURN TO SERVICE IN ACCORDANCE WITH WORKING AGREEMENT AFTER BEING NOTIFIED OF POSITION FOR WHICH HE IS ELIGIBLE AND AS PROVIDED IN PARAGRAPHS (G) AND (H).

2. RESIGNATION.
3. DEATH.
4. RETIREMENT ON PENSION OR ON ACCOUNT OF AGE OR DISABILITY IN ACCORDANCE WITH THE CURRENT RULES AND PRACTICES APPLICABLE TO EMPLOYEES GENERALLY.
5. DISMISSAL FOR JUSTIFIABLE CAUSE."

SECTION 7 -

ANY EMPLOYEE ELIGIBLE TO RECEIVE A MONTHLY DISMISSAL ALLOWANCE UNDER SECTION 6 HEREOF MAY, AT HIS OPTION AT THE TIME HE BECOMES ELIGIBLE, RESIGN AND (IN LIEU OF ALL OTHER BENEFITS AND PROTECTIONS PROVIDED IN THIS AGREEMENT) ACCEPT IN A LUMP SUM A SEPARATION ALLOWANCE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 9 OF THE WASHINGTON JOB PROTECTION AGREEMENT OF MAY, 1936, READING AS FOLLOWS:

"SECTION 9. ANY EMPLOYEE ELIGIBLE TO RECEIVE A COORDINATION ALLOWANCE UNDER SECTION 7 HEREOF MAY, AT HIS OPTION AT THE TIME OF COORDINATION, RESIGN AND (IN LIEU OF ALL OTHER BENEFITS AND PROTECTIONS PROVIDED IN THIS AGREEMENT) ACCEPT IN A LUMP SUM A SEPARATION ALLOWANCE DETERMINED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>LENGTH OF SERVICE</u>		<u>SEPARATION ALLOWANCE</u>
1 YEAR & LESS THAN 2 YEARS	2 YEARS	3 MONTHS' PAY
2 YEARS	" "	6 " "
3 " "	5 " "	9 " "
5 " "	10 " "	12 " "
10 " "	15 " "	12 " "
15 YEARS AND OVER		12 " "

IN THE CASE OF EMPLOYEES WITH LESS THAN ONE YEAR'S SERVICE, FIVE DAYS' PAY, AT THE RATE OF THE POSITION LAST OCCUPIED, FOR EACH MONTH IN WHICH THEY PERFORMED SERVICE WILL BE PAID AS THE LUMP SUM.

- (A) LENGTH OF SERVICE SHALL BE COMPUTED AS PROVIDED IN SECTION 7.

- (B) ONE MONTH'S PAY SHALL BE COMPUTED BY MULTIPLYING BY 30 THE DAILY RATE OF PAY RECEIVED BY THE EMPLOYEE IN THE POSITION LAST OCCUPIED PRIOR TO TIME OF COORDINATION."

SECTION 8 -

ANY EMPLOYEE AFFECTED BY A CHANGE IN OPERATIONS FOR ANY OF THE REASONS SET FORTH IN SECTION 2 HEREOF SHALL NOT BE DEPRIVED OF BENEFITS ATTACHING TO HIS PREVIOUS EMPLOYMENT, SUCH AS FREE TRANSPORTATION, PENSIONS, HOSPITALIZATION, RELIEF, ETC., UNDER THE SAME CONDITIONS AND SO LONG AS SUCH BENEFITS CONTINUE TO BE ACCORDED TO OTHER EMPLOYEES OF THE CARRIER, IN ACTIVE SERVICE OR ON FURLOUGH AS THE CASE MAY BE, TO THE EXTENT THAT SUCH BENEFITS CAN BE SO MAINTAINED UNDER PRESENT AUTHORITY OF LAW OR CORPORATE ACTION OR THROUGH FUTURE AUTHORIZATION WHICH MAY BE OBTAINED.

SECTION 9 -

ANY EMPLOYEE WHO IS RETAINED IN THE SERVICE OF THE CARRIER, OR WHO IS LATER RESTORED TO SERVICE AFTER BEING ELIGIBLE TO RECEIVE A MONTHLY DISMISSAL ALLOWANCE, WHO IS REQUIRED TO CHANGE THE POINT OF HIS EMPLOYMENT AS A RESULT OF A CHANGE IN THE CARRIER'S OPERATIONS FOR ANY OF THE REASONS SET FORTH IN SECTION 2 HEREOF, AND IS, THEREFORE, REQUIRED TO MOVE HIS PLACE OF RESIDENCE, SHALL BE ACCORDED THE PROTECTIVE BENEFITS SET FORTH IN SECTION 10 OF THE WASHINGTON JOB PROTECTION AGREEMENT OF MAY, 1936, READING AS FOLLOWS:

"SECTION 10(A) ANY EMPLOYEE WHO IS RETAINED IN THE SERVICE OF ANY CARRIER INVOLVED IN A PARTICULAR COORDINATION (OR WHO IS LATER RESTORED TO SERVICE FROM THE GROUP OF EMPLOYEES ENTITLED TO RECEIVE A COORDINATION ALLOWANCE) WHO IS REQUIRED TO CHANGE THE POINT OF HIS EMPLOYMENT AS RESULT OF SUCH COORDINATION AND IS THEREFORE REQUIRED TO MOVE HIS PLACE OF

RESIDENCE, SHALL BE REIMBURSED FOR ALL EXPENSES OF MOVING HIS HOUSEHOLD AND OTHER PERSONAL EFFECTS AND FOR THE TRAVELING EXPENSES OF HIMSELF AND MEMBERS OF HIS FAMILY, INCLUDING LIVING EXPENSES FOR HIMSELF AND HIS FAMILY AND HIS OWN ACTUAL WAGE LOSS DURING THE TIME NECESSARY FOR SUCH TRANSFER, AND FOR A REASONABLE TIME THEREAFTER, (NOT TO EXCEED TWO WORKING DAYS), USED IN SECURING A PLACE OF RESIDENCE IN HIS NEW LOCATION. THE EXACT EXTENT OF THE RESPONSIBILITY OF THE CARRIER UNDER THIS PROVISION AND THE WAYS AND MEANS OF TRANSPORTATION SHALL BE AGREED UPON IN ADVANCE BETWEEN THE CARRIER RESPONSIBLE AND THE ORGANIZATION OF THE EMPLOYEE AFFECTED. NO CLAIM FOR EXPENSES UNDER THIS SECTION SHALL BE ALLOWED UNLESS THEY ARE INCURRED WITHIN THREE YEARS FROM THE DATE OF COORDINATION AND THE CLAIM MUST BE SUBMITTED WITHIN NINETY (90) DAYS AFTER THE EXPENSES ARE INCURRED.

(B) IF ANY SUCH EMPLOYEE IS FURLOUGHED WITHIN THREE YEARS AFTER CHANGING HIS POINT OF EMPLOYMENT AS A RESULT OF COORDINATION AND ELECTS TO MOVE HIS PLACE OF RESIDENCE BACK TO HIS ORIGINAL POINT OF EMPLOYMENT, THE CARRIER SHALL ASSUME THE EXPENSE OF MOVING HIS HOUSEHOLD AND OTHER PERSONAL EFFECTS UNDER THE CONDITIONS IMPOSED IN PARAGRAPH (A) OF THIS SECTION.

(C) EXCEPT TO THE EXTENT PROVIDED IN PARAGRAPH (B) CHANGES IN PLACE OF RESIDENCE SUBSEQUENT TO THE INITIAL CHANGES CAUSED BY COORDINATION AND WHICH GROW OUT OF THE NORMAL EXERCISE OF SENIORITY IN ACCORDANCE WITH WORKING AGREEMENTS ARE NOT COMPREHENDED WITHIN THE PROVISIONS OF THIS SECTION.

SECTION 10 -

ANY EMPLOYEE WHO IS RETAINED IN THE SERVICE OF THE CARRIER, OR WHO IS LATER RESTORED TO SERVICE AFTER BEING ELIGIBLE TO RECEIVE A MONTHLY DISMISSAL ALLOWANCE, WHO IS REQUIRED TO CHANGE THE POINT OF HIS EMPLOYMENT AS A RESULT OF A CHANGE IN THE CARRIER'S OPERATIONS FOR ANY OF THE REASONS SET FORTH IN SECTION 2 HEREOF, AND IS, THEREFORE, REQUIRED TO MOVE HIS PLACE OF RESIDENCE, SHALL BE ACCORDED THE PROTECTIVE BENEFITS SET FORTH IN SECTION 11 OF THE WASHINGTON JOB PROTECTION AGREEMENT OF MAY, 1936, READING AS FOLLOWS:

"SECTION 11(A). THE FOLLOWING PROVISIONS SHALL APPLY, TO THE EXTENT THEY ARE APPLICABLE IN EACH INSTANCE, TO ANY EMPLOYEE WHO IS RETAINED IN THE SERVICE OF ANY OF THE CARRIERS INVOLVED IN A PARTICULAR COORDINATION (OR WHO IS LATER RESTORED TO SUCH SERVICE FROM THE GROUP OF EMPLOYEES ENTITLED TO RECEIVE A COORDINATION ALLOWANCE) WHO IS REQUIRED TO CHANGE THE POINT OF HIS EMPLOYMENT AS A RESULT OF SUCH COORDINATION AND IS THEREFORE, REQUIRED TO MOVE HIS PLACE OF RESIDENCE:

1. IF THE EMPLOYEE OWNS HIS OWN HOME IN THE LOCALITY FROM WHICH HE IS REQUIRED TO MOVE, HE SHALL AT HIS OPTION BE REIMBURSED BY HIS EMPLOYING CARRIER FOR ANY LOSS SUFFERED IN THE SALE OF HIS HOME FOR LESS THAN ITS FAIR VALUE. IN EACH CASE THE FAIR VALUE OF THE HOME IN QUESTION SHALL BE DETERMINED AS OF A DATE SUFFICIENTLY PRIOR TO THE COORDINATION TO BE UNAFFECTED THEREBY. THE EMPLOYING CARRIER SHALL IN EACH INSTANCE BE AFFORDED AN OPPORTUNITY TO PURCHASE THE HOME AT SUCH FAIR VALUE BEFORE IT IS SOLD BY THE EMPLOYEE TO ANY OTHER PARTY.

2. IF THE EMPLOYEE IS UNDER A CONTRACT TO PURCHASE HIS HOME, THE EMPLOYING CARRIER SHALL PROTECT HIM AGAINST LOSS TO THE EXTENT OF THE FAIR VALUE OF ANY EQUITY HE MAY HAVE IN THE HOME AND IN ADDITION SHALL RELIEVE HIM FROM ANY FURTHER OBLIGATIONS UNDER HIS CONTRACT.
3. IF THE EMPLOYEE HOLDS AN UNEXPIRED LEASE OF A DWELLING OCCUPIED BY HIM AS HIS HOME, THE EMPLOYING CARRIER SHALL PROTECT HIM FROM ALL LOSS AND COST IN SECURING THE CANCELLATION OF HIS SAID LEASE.

(B) CHANGES IN PLACE OF RESIDENCE SUBSEQUENT TO THE INITIAL CHANGE CAUSED BY COORDINATION AND WHICH GROW OUT OF THE NORMAL EXERCISE OF SENIORITY IN ACCORDANCE WITH WORKING AGREEMENTS ARE NOT COMPREHENDED WITHIN THE PROVISIONS OF THIS SECTION.

(C) NO CLAIM FOR LOSS SHALL BE PAID UNDER THE PROVISIONS OF THIS SECTION WHICH IS NOT PRESENTED WITHIN THREE YEARS AFTER THE EFFECTIVE DATE OF THE COORDINATION.

(D) SHOULD A CONTROVERSY ARISE IN RESPECT TO THE VALUE OF THE HOME, THE LOSS SUSTAINED IN ITS SALE, THE LOSS UNDER A CONTRACT FOR PURCHASE, LOSS AND COST IN SECURING TERMINATION OF LEASE, OR ANY OTHER QUESTION IN CONNECTION WITH THESE MATTERS, IT SHALL BE DECIDED THROUGH JOINT CONFERENCE BETWEEN THE REPRESENTATIVES OF THE EMPLOYEES AND THE CARRIER ON WHOSE LINE THE CONTROVERSY ARISES AND IN THE EVENT THEY ARE UNABLE TO AGREE, THE DISPUTE MAY BE REFERRED BY EITHER PARTY TO A BOARD OF THREE COMPETENT REAL ESTATE APPRAISERS, SELECTED IN THE FOLLOWING MANNER:

ONE TO BE SELECTED BY THE REPRESENTATIVES OF THE EMPLOYEES AND THE CARRIER, RESPECTIVELY; THESE TWO SHALL ENDEAVOR BY AGREEMENT WITHIN TEN DAYS AFTER THEIR APPOINTMENT TO SELECT THE THIRD APPRAISER, OR TO SELECT SOME PERSON AUTHORIZED TO NAME THE THIRD APPRAISER, AND IN THE EVENT OF FAILURE TO AGREE THEN THE CHAIRMAN OF THE INTERSTATE COMMERCE COMMISSION SHALL BE REQUESTED TO APPOINT THE THIRD APPRAISER. A DECISION OF A MAJORITY OF THE APPRAISERS SHALL BE REQUIRED AND SAID DECISION SHALL BE FINAL AND CONCLUSIVE. THE SALARY AND EXPENSES OF THE THIRD OR NEUTRAL APPRAISER, INCLUDING THE EXPENSES OF THE APPRAISAL BOARD, SHALL BE BORNE EQUALLY BY THE PARTIES TO THE PROCEEDINGS. ALL OTHER EXPENSES SHALL BE PAID BY THE PARTY INCURRING THEM, INCLUDING THE SALARY OF THE APPRAISER SELECTED BY SUCH PARTY."

SECTION 11 -

WHEN POSITIONS ARE ABOLISHED AS A RESULT OF CHANGES IN THE CARRIER'S OPERATIONS FOR ANY OF THE REASONS SET FORTH IN SECTION 2 HEREOF, AND ALL OR PART OF THE WORK OF THE ABOLISHED POSITIONS IS TRANSFERRED TO ANOTHER LOCATION OR LOCATIONS, THE SELECTION AND ASSIGNMENT OF FORCES TO PERFORM THE WORK IN QUESTION SHALL BE PROVIDED FOR BY AGREEMENT OF THE GENERAL CHAIRMAN OF THE CRAFT OR CRAFTS INVOLVED AND THE CARRIER ESTABLISHING PROVISIONS APPROPRIATE FOR APPLICATION IN THE PARTICULAR CASE; PROVIDED HOWEVER, THAT UNDER THE TERMS OF THE AGREEMENT SUFFICIENT EMPLOYEES WILL BE REQUIRED TO ACCEPT EMPLOYMENT WITHIN THEIR CLASSIFICATION SO AS TO INSURE A FORCE ADEQUATE TO MEET THE CARRIER'S REQUIREMENTS. IN THE EVENT OF FAILURE TO REACH SUCH AGREEMENT, THE DISPUTE MAY BE SUBMITTED BY EITHER PARTY FOR SETTLEMENT AS HEREINAFTER PROVIDED.

SECTION 12 -

ANY DISPUTE WITH RESPECT TO THE INTERPRETATION OR APPLICATION OF THE FOREGOING PROVISIONS OF SECTIONS 1 THROUGH 11 OF THIS ARTICLE (EXCEPT AS DEFINED IN SECTION 10) WITH RESPECT TO JOB PROTECTION, INCLUDING DISPUTES AS TO WHETHER A CHANGE IN THE CARRIER'S OPERATIONS IS CAUSED BY ONE OF THE REASONS SET FORTH IN SECTION 2 HEREOF, OR IS DUE TO CAUSES SET FORTH IN SECTION 3 HEREOF, AND DISPUTES AS TO THE PROTECTIVE BENEFITS TO WHICH AN EMPLOYEE OR EMPLOYEES MAY BE ENTITLED, SHALL BE HANDLED AS HEREINAFTER PROVIDED.

ARTICLE II - SUBCONTRACTING

THE WORK SET FORTH IN THE CLASSIFICATION OF WORK RULES OF THE CRAFTS PARTIES TO THIS AGREEMENT WILL NOT BE CONTRACTED EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 1 THROUGH 4 OF THIS ARTICLE II.

SECTION 1 - APPLICABLE CRITERIA -

SUBCONTRACTING OF WORK, INCLUDING UNIT EXCHANGE, WILL BE DONE ONLY WHEN (1) MANAGERIAL SKILLS ARE NOT AVAILABLE ON THE PROPERTY; OR (2) SKILLED MANPOWER IS NOT AVAILABLE ON THE PROPERTY FROM ACTIVE OR FURLOUGHED EMPLOYEES; OR (3) ESSENTIAL EQUIPMENT IS NOT AVAILABLE ON THE PROPERTY; OR (4) THE REQUIRED TIME OF COMPLETION OF THE WORK CANNOT BE MET WITH THE SKILLS, PERSONNEL OR EQUIPMENT AVAILABLE ON THE PROPERTY; OR (5) SUCH WORK CANNOT BE PERFORMED BY THE CARRIER EXCEPT AT A SIGNIFICANTLY GREATER COST, PROVIDED THE COST ADVANTAGE ENJOYED BY THE SUBCONTRACTOR IS NOT BASED ON A STANDARD OF WAGES BELOW THAT OF THE PREVAILING WAGES PAID IN THE AREA FOR THE TYPE OF WORK BEING PERFORMED. UNIT EXCHANGE AS USED HEREIN MEANS THE TRADING IN OF OLD OR WORN EQUIPMENT OR COMPONENT PARTS, RECEIVING IN EXCHANGE NEW, UPGRADED OR REBUILT PARTS, BUT DOES NOT INCLUDE THE PURCHASE OF NEW EQUIPMENT OR COMPONENT PARTS.

SECTION 2 - ADVANCE NOTICE - SUBMISSION OF DATA - CONFERENCE -

IF THE CARRIER DECIDES THAT IN THE LIGHT OF THE CRITERIA SPECIFIED ABOVE IT IS NECESSARY TO SUBCONTRACT WORK OF A TYPE CURRENTLY PERFORMED BY THE EMPLOYEES, IT SHALL GIVE THE GENERAL CHAIRMAN OF THE CRAFT OR CRAFTS INVOLVED NOTICE OF INTENT TO CONTRACT OUT AND THE REASONS THEREFOR, TOGETHER WITH SUPPORTING DATA. ADVANCE NOTICE SHALL NOT BE REQUIRED CONCERNING MINOR TRANSACTIONS. THE GENERAL CHAIRMAN OR HIS DESIGNATED REPRESENTATIVE WILL NOTIFY THE CARRIER WITHIN TEN DAYS FROM THE POSTMARKED DATE OF THE NOTICE OF ANY DESIRE TO DISCUSS THE PROPOSED ACTION. UPON RECEIPT OF SUCH NOTICE THE CARRIER SHALL GIVE SUCH REPRESENTATIVE OF THE ORGANIZATION AT LEAST TEN DAYS ADVANCE NOTICE OF A CONFERENCE TO DISCUSS THE PROPOSED ACTION. IF THE PARTIES ARE UNABLE TO REACH AN AGREEMENT AT SUCH CONFERENCE THE CARRIER MAY, NOTWITHSTANDING, PROCEED TO SUBCONTRACT THE WORK, AND THE ORGANIZATION MAY PROCESS THE DISPUTE TO A CONCLUSION AS HEREINAFTER PROVIDED.

SECTION 3 - REQUEST FOR INFORMATION WHEN NO ADVANCE NOTICE GIVEN -

IF THE GENERAL CHAIRMAN OF A CRAFT REQUESTS THE REASONS AND SUPPORTING DATA FOR THE SUBCONTRACTING OF WORK FOR WHICH NO NOTICE OF INTENT HAS BEEN GIVEN, IN ORDER TO DETERMINE WHETHER THE CONTRACT IS CONSISTENT WITH THE CRITERIA SET FORTH ABOVE, SUCH INFORMATION SHALL BE FURNISHED HIM PROMPTLY. IF A CONFERENCE IS REQUESTED BY THE GENERAL CHAIRMAN OR HIS DESIGNATED REPRESENTATIVE, IT SHALL BE ARRANGED AT A MUTUALLY ACCEPTABLE TIME AND PLACE. ANY DISPUTE AS TO WHETHER THE CONTRACT IS CONSISTENT WITH THE CRITERIA SET FORTH IN SECTION 1 MAY BE PROCESSED TO A CONCLUSION AS HEREINAFTER PROVIDED.

SECTION 4 - MACHINERY FOR RESOLVING DISPUTES -

ANY DISPUTE OVER THE APPLICATION OF THIS RULE SHALL BE HANDLED AS HEREINAFTER PROVIDED.

ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS -

NONE BUT MECHANICS OR APPRENTICES REGULARLY EMPLOYED AS SUCH SHALL DO MECHANICS WORK AS PER THE SPECIAL RULES OF EACH CRAFT EXCEPT FOREMEN AT POINTS WHERE NO MECHANICS ARE EMPLOYED. HOWEVER, CRAFT WORK PERFORMED BY FOREMEN OR OTHER SUPERVISORY EMPLOYEES EMPLOYED ON A SHIFT SHALL NOT IN THE AGGREGATE EXCEED 20 HOURS A WEEK FOR ONE SHIFT, 40 HOURS A WEEK FOR TWO SHIFTS, OR 60 HOURS FOR ALL SHIFTS.

IF ANY QUESTION ARISES AS TO THE AMOUNT OF CRAFT WORK BEING PERFORMED BY SUPERVISORY EMPLOYEES, A JOINT CHECK SHALL BE MADE AT THE REQUEST OF THE GENERAL CHAIRMEN OF THE ORGANIZATIONS AFFECTED. ANY DISPUTES OVER THE APPLICATION OF THIS RULE SHALL BE HANDLED AS PROVIDED HEREINAFTER.

AN INCUMBENT SUPERVISOR WHO ASSUMED HIS PRESENT POSITION PRIOR TO OCTOBER 15, 1962, AT A POINT WHERE NO MECHANIC IS EMPLOYED, MAY BE RETAINED IN HIS PRESENT POSITION. HOWEVER, HIS REPLACEMENTS SHALL BE SUBJECT TO THE PRECEDING PARAGRAPHS OF THIS RULE.

ARTICLE IV - 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 CARRIER INVOLVED AT ANY TIME WITHIN 90 DAYS AFTER THE DATE OF THIS AGREEMENT.

ARTICLE V - COUPLING, INSPECTION AND TESTING

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, SIGNAL AND STEAM HOSE INCIDENTAL TO SUCH INSPECTION, SHALL BE PERFORMED BY THE CARMEN.

THIS RULE SHALL NOT APPLY TO COUPLING OF AIR HOSE BETWEEN LOCOMOTIVE AND THE FIRST CAR OF AN OUTBOUND TRAIN; BETWEEN THE CABOOSE AND THE LAST CAR OF AN OUTBOUND TRAIN OR BETWEEN THE LAST CAR IN A "DOUBLE-OVER" AND THE FIRST CAR STANDING IN THE TRACK UPON WHICH THE OUTBOUND TRAIN IS MADE UP.

ARTICLE VI - RESOLUTION OF DISPUTES

SECTION 1 - ESTABLISHMENT OF SHOP CRAFT SPECIAL BOARD OF ADJUSTMENT -

IN ACCORDANCE WITH THE PROVISIONS OF THE RAILWAY LABOR ACT, AS AMENDED, A SHOP CRAFT SPECIAL BOARD OF ADJUSTMENT, HEREINAFTER REFERRED TO AS "BOARD", IS HEREBY ESTABLISHED FOR THE PURPOSE OF ADJUSTING AND DECIDING DISPUTES WHICH MAY ARISE UNDER ARTICLE I, EMPLOYEE PROTECTION, AND ARTICLE II, SUBCONTRACTING, OF THIS AGREEMENT. THE PARTIES AGREE THAT SUCH DISPUTES ARE NOT SUBJECT TO SECTION 3, SECOND, OF THE RAILWAY LABOR ACT, AS AMENDED.

SECTION 2 - CONSIST OF BOARD -

THE BOARD SHALL CONSIST OF 4 MEMBERS, 2 APPOINTED BY THE ORGANIZATIONS PARTY TO THIS AGREEMENT, AND 2 APPOINTED BY THE CARRIERS PARTY TO THIS AGREEMENT. FOR EACH DISPUTE THE BOARD SHALL BE AUGMENTED BY ONE MEMBER SELECTED FROM THE PANEL OF POTENTIAL REFEREES IN THE MANNER HEREINAFTER PROVIDED. SUCCESSORS TO THE MEMBERS OF THE BOARD SHALL BE APPOINTED IN THE SAME MANNER AS THE ORIGINAL APPOINTEES.

SECTION 3 - APPOINTMENT OF BOARD MEMBERS -

APPOINTMENT OF THE MEMBERS OF THE BOARD SHALL BE MADE BY THE RESPECTIVE PARTIES WITHIN THIRTY DAYS FROM THE DATE OF THE SIGNING OF THIS AGREEMENT.

SECTION 4 - LOCATION OF BOARD OFFICE -

THE BOARD SHALL HAVE OFFICES IN THE CITY OF CHICAGO, ILLINOIS.

SECTION 5 - REFEREES - EMPLOYEE PRO-
TECTION AND SUBCONTRACTING -

THE PARTIES AGREE TO SELECT A PANEL OF SIX POTENTIAL REFEREES FOR THE PURPOSE OF DISPOSING OF DISPUTES BEFORE THE BOARD ARISING UNDER ARTICLES I AND II OF THIS AGREEMENT. SUCH SELECTIONS SHALL BE MADE WITHIN THIRTY (30) DAYS FROM THE DATE OF THE SIGNING OF THIS AGREEMENT. IF THE PARTIES ARE UNABLE TO AGREE UPON THE SELECTION OF THE PANEL OF POTENTIAL REFEREES WITHIN THE 30 DAYS SPECIFIED, THE NATIONAL MEDIATION BOARD SHALL BE REQUESTED TO NAME SUCH REFEREES AS ARE NECESSARY TO FILL THE PANEL WITHIN 5 DAYS AFTER THE RECEIPT OF SUCH REQUEST.

SECTION 6 - TERM OF OFFICE OF REFEREES -

THE PARTIES SHALL ADVISE THE NATIONAL MEDIATION BOARD OF THE NAMES OF THE POTENTIAL REFEREES SELECTED, AND THE NATIONAL MEDIATION BOARD SHALL NOTIFY THOSE SELECTED, AND THEIR SUCCESSORS, OF THEIR SELECTION, INFORMING THEM OF THE NATURE OF THEIR DUTIES, THE PARTIES TO THE AGREEMENT AND SUCH INFORMATION

AS IT MAY DEEM ADVISABLE, AND SHALL OBTAIN THEIR CONSENT TO SERVE AS A PANEL MEMBER. EACH PANEL MEMBER SELECTED SHALL SERVE AS A MEMBER UNTIL JANUARY 1, 1966, AND UNTIL EACH SUCCEEDING JANUARY 1 THEREAFTER UNLESS WRITTEN NOTICE IS SERVED BY THE ORGANIZATIONS OR THE CARRIERS PARTIES TO THE AGREEMENT, AT LEAST 60 DAYS PRIOR TO JANUARY 1 IN ANY YEAR THAT HE IS NO LONGER ACCEPTABLE. SUCH NOTICE SHALL BE SERVED BY THE MOVING PARTIES UPON THE OTHER PARTIES TO THE AGREEMENT, THE MEMBERS OF THE BOARD AND THE NATIONAL MEDIATION BOARD. IF THE REFEREE IN QUESTION SHALL THEN BE ACTING AS A REFEREE IN ANY CASE PENDING BEFORE THE BOARD, HE SHALL SERVE AS A MEMBER OF THE BOARD UNTIL THE COMPLETION OF SUCH CASE.

SECTION 7 - FILLING VACANCIES - REFEREES -

IN THE EVENT ANY PANEL MEMBER REFUSES TO ACCEPT SUCH APPOINTMENT, DIES, OR BECOMES DISABLED SO AS TO BE UNABLE TO SERVE, IS TERMINATED IN TENURE AS HEREINABOVE PROVIDED, OR A VACANCY OCCURS IN PANEL MEMBERSHIP FOR ANY OTHER REASON, HIS NAME SHALL IMMEDIATELY BE STRICKEN FROM THE LIST OF POTENTIAL REFEREES. THE MEMBERS OF THE BOARD SHALL, WITHIN THIRTY DAYS AFTER A VACANCY OCCURS, MEET AND SELECT A SUCCESSOR FOR EACH MEMBER AS MAY BE NECESSARY TO RESTORE THE PANEL TO FULL MEMBERSHIP. IF THEY ARE UNABLE TO AGREE UPON A SUCCESSOR WITHIN THIRTY DAYS AFTER SUCH MEETING, HE SHALL BE APPOINTED BY THE NATIONAL MEDIATION BOARD.

SECTION 8 - JURISDICTION OF BOARD -

THE BOARD SHALL HAVE EXCLUSIVE JURISDICTION OVER DISPUTES BETWEEN THE PARTIES GROWING OUT OF GRIEVANCES CONCERNING THE INTERPRETATION OR APPLICATION OF ARTICLE I, EMPLOYEE PROTECTION, AND ARTICLE II, SUBCONTRACTING.

SECTION 9 - SUBMISSION OF DISPUTE -

ANY DISPUTE ARISING UNDER ARTICLE I, EMPLOYEE PROTECTION, AND ARTICLE II, SUBCONTRACTING, OF THIS AGREEMENT, NOT SETTLED IN DIRECT NEGOTIATIONS MAY BE SUBMITTED TO THE

BOARD BY EITHER PARTY, BY NOTICE TO THE OTHER PARTY AND TO THE BOARD.

SECTION 10 - TIME LIMITS FOR SUBMISSION -

WITHIN 15 DAYS OF THE POSTMARKED DATE OF SUCH NOTICE, BOTH PARTIES SHALL SEND 15 COPIES OF A WRITTEN SUBMISSION TO THEIR RESPECTIVE MEMBERS OF THE BOARD. COPIES OF SUCH SUBMISSIONS SHALL BE EXCHANGED AT THE INITIAL MEETING OF THE BOARD TO CONSIDER THE DISPUTE.

SECTION 11 - CONTENT OF SUBMISSION -

EACH WRITTEN SUBMISSION SHALL BE LIMITED TO THE MATERIAL SUBMITTED BY THE PARTIES TO THE DISPUTE ON THE PROPERTY AND SHALL INCLUDE:

- (A) THE QUESTION OR QUESTIONS IN ISSUE;
- (B) STATEMENT OF FACTS;
- (C) POSITION OF EMPLOYEE OR EMPLOYEES AND RELIEF REQUESTED;
- (D) POSITION OF COMPANY AND RELIEF REQUESTED.

SECTION 12 - FAILURE OF AGREEMENT - APPOINTMENT OF REFEREE -

IF THE MEMBERS OF THE BOARD ARE UNABLE TO RESOLVE THE DISPUTE WITHIN TWENTY DAYS FROM THE POSTMARKED DATE OF SUCH SUBMISSION, EITHER MEMBER OF THE BOARD MAY REQUEST THE NATIONAL MEDIATION BOARD TO APPOINT A MEMBER OF THE PANEL OF POTENTIAL REFEREES TO SIT WITH THE BOARD. THE NATIONAL MEDIATION BOARD SHALL MAKE THE APPOINTMENT WITHIN FIVE DAYS AFTER RECEIPT OF SUCH REQUEST AND NOTIFY THE MEMBERS OF THE BOARD OF SUCH APPOINTMENT PROMPTLY AFTER IT IS MADE. COPIES OF BOTH SUBMISSIONS SHALL PROMPTLY BE MADE AVAILABLE TO THE REFEREE.

SECTION 13 - PROCEDURE AT BOARD MEETINGS -

THE REFEREE SELECTED SHALL PRESIDE AT MEETINGS OF THE BOARD AND SHALL BE DESIGNATED FOR THE PURPOSE OF A CASE AS THE CHAIRMAN OF THE BOARD. THE BOARD SHALL HOLD A MEETING FOR THE PURPOSE OF DECIDING THE DISPUTE WITHIN 15 DAYS AFTER THE APPOINTMENT OF A REFEREE. THE BOARD SHALL CONSIDER THE WRITTEN SUBMISSION AND RELEVANT AGREEMENTS, AND NO ORAL TESTIMONY OR OTHER WRITTEN MATERIAL WILL BE

RECEIVED. A MAJORITY VOTE OF ALL MEMBERS OF THE BOARD SHALL BE REQUIRED FOR A DECISION OF THE BOARD. A PARTISAN MEMBER OF THE BOARD MAY IN THE ABSENCE OF HIS PARTISAN COLLEAGUE VOTE ON BEHALF OF BOTH. DECISIONS SHALL BE MADE WITHIN THIRTY DAYS FROM THE DATE OF SUCH MEETING.

SECTION 14 - REMEDY -

IF THERE IS A CLAIM FOR WAGE LOSS ON BEHALF OF A NAMED CLAIMANT, ARISING OUT OF AN ALLEGED VIOLATION OF ARTICLE II, SUBCONTRACTING, WHICH IS SUSTAINED, THE BOARD'S DECISION SHALL NOT EXCEED WAGES LOST AND OTHER BENEFITS NECESSARY TO MAKE THE EMPLOYEE WHOLE.

SECTION 15 - FINAL AND BINDING CHARACTER -

DECISIONS OF THE BOARD SHALL BE FINAL AND BINDING UPON THE PARTIES TO THE DISPUTE.

SECTION 16 - EXTENSION OF TIME LIMITS -

THE TIME LIMITS SPECIFIED IN THIS ARTICLE MAY BE EXTENDED ONLY BY MUTUAL AGREEMENT OF THE PARTIES.

SECTION 17 - RECORDS -

THE BOARD SHALL MAINTAIN A COMPLETE RECORD OF ALL MATTERS SUBMITTED TO IT FOR ITS CONSIDERATION AND OF ALL FINDINGS AND 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.

ARTICLE VII - EFFECT OF THIS AGREEMENT

THIS AGREEMENT IS IN FULL AND FINAL SETTLEMENT OF THE DISPUTE GROWING OUT OF NOTICES SERVED ON THE CARRIERS LISTED IN EXHIBITS A, B AND C ON OR ABOUT OCTOBER 15, 1962; AND OUT OF PROPOSALS SERVED BY THE INDIVIDUAL RAILROADS ON ORGANIZATION REPRESENTATIVES OF THE EMPLOYEES INVOLVED ON OR ABOUT NOVEMBER 5, 1962, AND ARTICLES II, III AND IV OF PROPOSALS SERVED BY THE INDIVIDUAL RAILROADS ON ORGANIZATION REPRESENTATIVES OF THE EMPLOYEES INVOLVED ON OR ABOUT JUNE 17, 1963. THIS AGREEMENT SHALL BE CONSTRUED AS A SEPARATE AGREEMENT BY AND ON BEHALF OF EACH OF SAID CARRIERS AND ITS EMPLOYEES REPRESENTED BY EACH OF THE ORGANIZATIONS SIGNATORY HERETO.

ARTICLE VIII - EFFECTIVE DATE

THE PROVISIONS OF THIS AGREEMENT SHALL BECOME EFFECTIVE NOVEMBER 1, 1964, AND SHALL CONTINUE IN EFFECT UNTIL JANUARY 1, 1966, AND THEREAFTER UNTIL CHANGED OR MODIFIED IN ACCORDANCE WITH THE PROVISIONS OF THE RAILWAY LABOR ACT, AS AMENDED. SECTION 6 NOTICES WILL NOT BE INITIATED NOR PROGRESSED LOCALLY OR CONCERTEDLY COVERING THE SUBJECT MATTER CONTAINED IN THE PROPOSALS OF THE PARTIES REFERRED TO IN ARTICLE VII, PRIOR TO JANUARY 1, 1966.

ARTICLE IX - COURT APPROVAL

THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE COURTS WITH RESPECT TO CARRIERS IN THE HANDS OF RECEIVERS OR TRUSTEES.

SIGNED AT WASHINGTON, D. C., THIS 25TH DAY
OF SEPTEMBER, 1964.

(SIGNATURES NOT REPRODUCED)

FOR THE PARTICIPATING FOR THE EMPLOYEES:
CARRIERS:

APPENDIX 4-A

MEMORANDUM OF UNDERSTANDING RE ARTICLE VI, OF MEDIATION AGREEMENT OF SEPTEMBER 25, 1964 BY AND BETWEEN THE PARTICIPATING CARRIERS LISTED IN EXHIBITS A, B AND C OF SAID AGREEMENT REPRESENTED BY THE NATIONAL RAILWAY LABOR CONFERENCE AND THE EASTERN, WESTERN AND SOUTH-EASTERN CARRIERS' CONFERENCE COMMITTEES, AND THE EMPLOYEES OF SUCH CARRIERS SHOWN THEREON AND REPRESENTED BY THE RAILWAY LABOR ORGANIZATIONS SIGNATURE THERETO, THROUGH THE RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO.

UNDER THE PROVISIONS OF ARTICLE VI, SECTION 19, DISPUTES ARISING UNDER ARTICLE III - ASSIGNMENT OF WORK, ARTICLE IV - OUTLYING POINTS, AND ARTICLE V - COUPLING, INSPECTION AND TESTING, ARE TO BE HANDLED IN ACCORDANCE WITH SECTION 3 OF THE RAILWAY LABOR ACT. IT IS CLEAR THAT WITH RESPECT TO SUCH DISPUTES SUBJECT TO HANDLING UNDER SECTION 3 OF THE ACT ANY CLAIM OR GRIEVANCE IS SUBJECT TO THE TIME LIMITS AND PROCEDURAL REQUIREMENTS OF THE TIME LIMIT ON CLAIMS RULE.

A DIFFERENT SITUATION EXISTS WITH RESPECT TO DISPUTES ARISING UNDER ARTICLE I - EMPLOYEE PROTECTION, AND ARTICLE II - SUBCONTRACTING. ARTICLE VI PROVIDES A "SHOP CRAFT SPECIAL BOARD OF ADJUSTMENT" FOR THE PURPOSE OF ADJUSTING AND DECIDING DISPUTES ARISING OUT OF THOSE TWO ARTICLES (ARTICLE VI, SECTION 1), AND SPECIFICALLY PROVIDES (ARTICLE VI, SECTION 8) THAT THE BOARD SHALL HAVE EXCLUSIVE JURISDICTION OVER DISPUTES BETWEEN THE PARTIES GROWING OUT OF GRIEVANCES CONCERNING THE INTERPRETATION OR APPLICATION OF THOSE TWO ARTICLES.

DURING OUR NEGOTIATIONS, IT WAS UNDERSTOOD BY BOTH PARTIES THAT DISPUTES UNDER ARTICLES I AND II NEED NOT BE PROGRESSED IN THE "USUAL MANNER" AS REQUIRED UNDER SECTION 3 OF THE RAILWAY LABOR ACT, BUT COULD BE HANDLED DIRECTLY WITH THE HIGHEST OFFICER IN THE INTEREST OF EXPEDITIOUS HANDLING. SECTIONS 10 THROUGH 13 SET UP SPECIAL TIME LIMITS TO GOVERN THE HANDLING OF SUBMISSIONS TO THE SPECIAL BOARD, THUS PROVIDING SPECIAL PROCEDURES WHICH ARE INTENDED TO SUPERSEDE THE PROVISIONS OF THE STANDARD TIME LIMIT RULE. THEREFORE, SUCH DISPUTES BEING PROCESSED TO

A CONCLUSION THROUGH THE SHOP CRAFT SPECIAL BOARD ARE NOT SUBJECT TO THE PROVISIONS OF THE STANDARD TIME LIMIT RULE.

HOWEVER, IF THERE SHOULD BE ANY CLAIMS FILED FOR WAGE LOSS ON BEHALF OF A NAMED CLAIMANT ARISING OUT OF AN ALLEGED VIOLATION OF ARTICLE II - SUBCONTRACTING (SEE SECTION 14 OF ARTICLE VI), SUCH CLAIMS FOR WAGE LOSS SHOULD BE FILED PROMPTLY AND WITHIN SIXTY DAYS OF THE FILING OF THE ALLEGED VIOLATION OF ARTICLE II - SUBCONTRACTING, WITH THE SAME CARRIER OFFICER AS TO WHOM SUCH VIOLATION OF ARTICLE II WAS DIRECTED BY THE GENERAL CHAIRMAN OF THE CRAFT OR CRAFTS INVOLVED, OR HIS REPRESENTATIVE. IF SUCH CLAIM IS A CONTINUOUS ONE, IT CANNOT BEGIN TO RUN PRIOR TO THE DATE THE CLAIM IS PRESENTED. IF THE ALLEGED VIOLATION OF ARTICLE II - SUBCONTRACTING, IS THEN SUBMITTED TO THE SHOP CRAFT SPECIAL BOARD OF ADJUSTMENT, IT WILL BE CONSIDERED THAT THE SPECIAL PROCEDURAL PROVISIONS OF ARTICLE VI HAVE BEEN COMPLIED WITH.

FAILURE TO HANDLE AS SET FORTH IN THE PRECEDING PARAGRAPH SHALL NOT BE CONSIDERED AS A PRECEDENT OR WAIVER OF THE CONTENTIONS OF THE CARRIERS OR EMPLOYES AS TO OTHER SIMILAR CLAIMS.

THIS UNDERSTANDING IS A SUPPLEMENT TO ARTICLE VI OF THE SEPTEMBER 25, 1964 AGREEMENT AND WILL BECOME EFFECTIVE AS OF THIS DATE.

FOR THE CARRIERS:

J. E. WOLFE
CHAIRMAN, NATIONAL
RAILWAY LABOR
CONFERENCE

FOR THE ORGANIZATIONS:

MICHAEL FOX
PRESIDENT, RAILWAY
EMPLOYES' DEPARTMENT,
AFL-CIO

JANUARY 7, 1965

APPENDIX 4-B

SUBCONTRACTING

NATIONAL AGREEMENT OF DECEMBER 4, 1975,
WITH INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND
HELPERS, THE BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA, AND THE INTER-
NATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

ARTICLE V

THE AGREEMENT OF SEPTEMBER 25, 1964, IS
AMENDED AS FOLLOWS:

PART A.

FIRST PARAGRAPH OF ARTICLE II TO READ AS
FOLLOWS:

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 II. IN
DETERMINING WHETHER WORK FALLS WITHIN A SCOPE
RULE OR IS HISTORICALLY PERFORMED AND GENER-
ALLY RECOGNIZED WITHIN THE MEANING OF THIS
ARTICLE, THE PRACTICES AT THE FACILITY IN-
VOLVED WILL GOVERN.

SECTION 1 OF ARTICLE II TO READ AS FOL-
LWS:

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 CRITER-
ION IS NOT INTENDED TO PERMIT SUBCONTRACTING
ON THE GROUND THAT THERE ARE NOT AVAILABLE A
SUFFICIENT NUMBER OF SUPERVISORY PERSONNEL

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.

THE AMENDMENT MADE BY THIS PART B SHALL NOT BE APPLICABLE WITH RESPECT TO CLAIMS ARISING OUT OF SUBCONTRACTING TRANSACTIONS COMPLETED OR BEING PROCESSED PRIOR TO 30 DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

EXISTING SUBCONTRACTING RULES AND PRACTICES ON INDIVIDUAL PROPERTIES MAY BE RETAINED IN THEIR ENTIRETY IN LIEU OF THIS ARTICLE V BY THE ORGANIZATIONS BY GIVING A NOTICE TO THE CARRIERS INVOLVED AT ANY TIME WITHIN 30 DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

COUPLING, INSPECTION AND TESTING

ARTICLE VI

ARTICLE V OF THE SEPTMEBER 25, 1964 NATIONAL AGREEMENT IS AMENDED BY DESIGNATING THE TWO EXISTING PARAGRAPHS (A) AND (B) AND BY ADDING THE FOLLOWING NEW PARAGRAPHS (C), (D), (E), (F) AND (G):

(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

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 OR WORN EQUIPMENT OR COMPONENT PARTS, RECEIVING IN EXCHANGE NEW, UPGRADED OR REBUILT PARTS, BUT DOES NOT INCLUDE THE PURCHASE OF NEW EQUIPMENT OR COMPONENT PARTS. 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.

THE AMENDMENTS MADE BY THIS PART A SHALL BECOME EFFECTIVE 30 DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT AND SHALL NOT BE APPLICABLE TO SUBCONTRACTING TRANSACTIONS COMPLETED OR BEING PROCESSED PRIOR TO THE EFFECTIVE DATE OF SUCH AMENDMENTS.

PART B.

ARTICLE VI, SECTION 14 SHALL BE REDESIGNATED SECTION 14(A) AND A NEW SECTION 14(B) SHALL BE ADDED AS FOLLOWS:

(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

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 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.

(G) THIS ARTICLE SHALL BECOME EFFECTIVE 60 DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

APPENDIX 5

NATIONAL INCIDENTAL WORK RULE

MEMORANDUM OF UNDERSTANDING DATED DECEMBER 4, 1969, WITH IAofM, SMWIA, IBoFEW, IBoFBISBBF&H AND NATIONAL AGREEMENT OF APRIL 24, 1970, WITH BRCoFUS&C.

"AT RUNNING REPAIR WORK LOCATIONS WHICH ARE NOT DESIGNATED AS OUTLYING POINTS WHERE A MECHANIC OR MECHANICS OF A CRAFT OR CRAFTS ARE PERFORMING A WORK ASSIGNMENT, THE COMPLETION OF WHICH CALLS FOR THE PERFORMANCE OF INCIDENTAL WORK (AS HEREINAFTER DEFINED) COVERED BY THE CLASSIFICATION OF WORK RULES OF ANOTHER CRAFT OR CRAFTS, SUCH MECHANIC OR MECHANICS MAY BE REQUIRED, SO FAR AS THEY ARE CAPABLE, TO PERFORM SUCH INCIDENTAL WORK PROVIDED IT DOES NOT COMPRISE A PREPONDERANT PART OF THE TOTAL AMOUNT OF WORK INVOLVED IN THE ASSIGNMENT. WORK SHALL BE REGARDED AS 'INCIDENTAL' WHEN IT INVOLVES THE REMOVAL AND REPLACING OR THE DISCONNECTING AND CONNECTING OF PARTS AND APPLIANCES SUCH AS WIRES, PIPING, COVERS, SHIELDING AND OTHER APPURTENANCES FROM OR NEAR THE MAIN WORK ASSIGNMENT IN ORDER TO ACCOMPLISH THAT ASSIGNMENT. INCIDENTAL WORK SHALL BE CONSIDERED TO COMPRISE A PREPONDERANT PART OF THE ASSIGNMENT WHEN THE TIME NORMALLY REQUIRED TO ACCOMPLISH IT EXCEEDS THE TIME NORMALLY REQUIRED TO ACCOMPLISH THE MAIN WORK ASSIGNMENT. IN NO INSTANCE WILL THE WORK OF OVERHAULING, REPAIRING, MODIFYING OR OTHERWISE IMPROVING EQUIPMENT BE REGARDED AS INCIDENTAL.

"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."

UNION SHOP AGREEMENT

THIS AGREEMENT MADE THIS 7TH DAY OF MARCH, 1953, BY AND BETWEEN THE UNION PACIFIC RAILROAD COMPANY, AND THE EMPLOYES THEREOF REPRESENTED BY THE RAILWAY LABOR ORGANIZATION SIGNATORY HERETO, THROUGH THE EMPLOYEES' NATIONAL CONFERENCE COMMITTEE, SEVENTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS, WITNESSETH:

IT IS AGREED:

SECTION 1.

IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, ALL EMPLOYES OF THIS CARRIER NOW OR HEREAFTER SUBJECT TO THE RULES AND WORKING CONDITIONS AGREEMENTS BETWEEN THE PARTIES HERETO, EXCEPT AS HEREINAFTER PROVIDED, SHALL, AS A CONDITION OF THEIR CONTINUED EMPLOYMENT SUBJECT TO SUCH AGREEMENTS, BECOME MEMBERS OF THE ORGANIZATION PARTY TO THIS AGREEMENT REPRESENTING THEIR CRAFT OR CLASS WITHIN SIXTY CALENDAR DAYS OF THE DATE THEY FIRST PERFORM COMPENSATED SERVICE AS SUCH EMPLOYEES AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND THEREAFTER SHALL MAINTAIN MEMBERSHIP IN SUCH ORGANIZATION; EXCEPT THAT SUCH MEMBERSHIP SHALL NOT BE REQUIRED OF ANY INDIVIDUAL UNTIL HE HAS PERFORMED COMPENSATED SERVICE ON THIRTY DAYS WITHIN A PERIOD OF TWELVE CONSECUTIVE CALENDAR MONTHS. NOTHING IN THIS AGREEMENT SHALL ALTER, ENLARGE OR OTHERWISE CHANGE THE COVERAGE OF THE PRESENT OR FUTURE RULES AND WORKING CONDITIONS AGREEMENTS.

SECTION 2.

THIS AGREEMENT SHALL NOT APPLY TO EMPLOYEES WHILE OCCUPYING POSITIONS WHICH ARE EXCEPTED FROM THE BULLETINING AND DISPLACEMENT RULES OF THE INDIVIDUAL AGREEMENTS, BUT THIS PROVISION SHALL NOT INCLUDE EMPLOYEES WHO ARE SUBORDINATE TO AND REPORT TO OTHER EMPLOYEES WHO ARE COVERED BY THIS AGREEMENT.

HOWEVER, SUCH EXCEPTED EMPLOYEES ARE FREE TO BE MEMBERS OF THE ORGANIZATION AT THEIR OPTION.

SECTION 3.

A) EMPLOYEES WHO RETAIN SENIORITY UNDER THE RULES AND WORKING CONDITIONS AGREEMENTS GOVERNING THEIR CLASS OR CRAFT AND WHO ARE REGULARLY ASSIGNED OR TRANSFERRED TO FULL TIME EMPLOYMENT NOT COVERED BY SUCH AGREEMENTS, OR WHO, FOR A PERIOD OF THIRTY DAYS OR MORE, ARE 1) FURLOUGHED ON ACCOUNT OF FORCE REDUCTION, OR 2) ON LEAVE OF ABSENCE, OR 3) ABSENT ON ACCOUNT OF SICKNESS OR DISABILITY, WILL NOT BE REQUIRED TO MAINTAIN MEMBERSHIP AS PROVIDED IN SECTION 1 OF THIS AGREEMENT SO LONG AS THEY REMAIN IN SUCH OTHER EMPLOYMENT, OR FURLOUGHED OR ABSENT AS HEREIN PROVIDED, BUT THEY MAY DO SO AT THEIR OPTION. SHOULD SUCH EMPLOYEES RETURN TO ANY SERVICE COVERED BY THE SAID RULES AND WORKING CONDITIONS AGREEMENTS AND CONTINUE THEREIN THIRTY CALENDAR DAYS OR MORE, IRRESPECTIVE OF THE NUMBER OF DAYS ACTUALLY WORKED DURING THAT PERIOD, THEY SHALL, AS A CONDITION OF THEIR CONTINUED EMPLOYMENT SUBJECT TO SUCH AGREEMENTS, BE REQUIRED TO BECOME AND REMAIN MEMBERS OF THE ORGANIZATION REPRESENTING THEIR CLASS OR CRAFT WITHIN THIRTY-FIVE CALENDAR DAYS FROM DATE OF THEIR RETURN TO SUCH SERVICE.

B) THE SENIORITY STATUS AND RIGHTS OF EMPLOYEES FURLOUGHED TO SERVE IN THE ARMED FORCES OR GRANTED LEAVES OF ABSENCE TO ENGAGE IN STUDIES UNDER AN EDUCATIONAL AID PROGRAM SPONSORED BY THE FEDERAL GOVERNMENT OR A STATE GOVERNMENT FOR THE BENEFIT OF EX-SERVICE MEN SHALL NOT BE TERMINATED BY REASON OF ANY OF THE PROVISIONS OF THIS AGREEMENT BUT SUCH EMPLOYEES SHALL, UPON RESUMPTION OF EMPLOYMENT, BE CONSIDERED AS NEW EMPLOYEES FOR THE PURPOSES OF APPLYING THIS AGREEMENT.

C) EMPLOYEES WHO RETAIN SENIORITY UNDER THE RULES AND WORKING CONDITIONS AGREEMENTS GOVERNING THEIR CLASS OR CRAFT AND WHO, FOR REASONS OTHER THAN THOSE SPECIFIED IN SUBSECTIONS (A) AND (B) OF THIS SECTION, ARE NOT IN SERVICE COVERED BY SUCH AGREEMENTS, OR

LEAVE SUCH SERVICE, WILL NOT BE REQUIRED TO MAINTAIN MEMBERSHIP AS PROVIDED IN SECTION 1 OF THIS AGREEMENT SO LONG AS THEY ARE NOT IN SERVICE COVERED BY SUCH AGREEMENTS, BUT THEY MAY DO SO AT THEIR OPTION. SHOULD SUCH EMPLOYEES RETURN TO ANY SERVICE COVERED BY THE SAID RULES AND WORKING CONDITIONS AGREEMENTS THEY SHALL, AS A CONDITION OF THEIR CONTINUED EMPLOYMENT, BE REQUIRED, FROM THE DATE OF RETURN TO SUCH SERVICE, TO BECOME AND REMAIN MEMBERS IN THE ORGANIZATION REPRESENTING THEIR CLASS OR CRAFT.

D) EMPLOYEES WHO RETAIN SENIORITY UNDER THE RULES AND WORKING CONDITIONS AGREEMENTS OF THEIR CLASS OR CRAFT, WHO ARE MEMBERS OF AN ORGANIZATION SIGNATORY HERETO REPRESENTING THAT CLASS OR CRAFT AND WHO IN ACCORDANCE WITH THE RULES AND WORKING CONDITIONS AGREEMENT OF THAT CLASS OR CRAFT TEMPORARILY PERFORM WORK IN ANOTHER CLASS OF SERVICE SHALL NOT BE REQUIRED TO BE MEMBERS OF ANOTHER ORGANIZATION PARTY HERETO WHOSE AGREEMENT COVERS THE OTHER CLASS OF SERVICE 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 MEMBERS, OR IF THE MEMBERSHIP OF SUCH EMPLOYEE IS DENIED OR TERMINATED FOR ANY REASON OTHER THAN THE FAILURE OF THE EMPLOYEE TO TENDER THE PERIODIC DUES, INITIATION FEES, AND ASSESSMENTS (NOT INCLUDING FINES AND PENALTIES) UNIFORMLY REQUIRED AS A CONDITION OF ACQUIRING OR RETAINING MEMBERSHIP. FOR PURPOSES OF THIS AGREEMENT, DUES, FEES, AND ASSESSMENTS SHALL BE DEEMED TO BE "UNIFORMLY REQUIRED" IF THEY ARE REQUIRED OF ALL EMPLOYEES IN THE SAME STATUS AT THE SAME TIME IN THE SAME ORGANIZATIONAL UNIT.

SECTION 5.

A) EACH EMPLOYEE COVERED BY THE PROVISIONS OF THIS AGREEMENT SHALL BE CONSIDERED BY A CARRIER TO HAVE MET THE REQUIREMENTS OF THE AGREEMENT UNLESS AND UNTIL SUCH CARRIER IS ADVISED TO THE CONTRARY IN WRITING BY THE ORGANIZATION. THE ORGANIZATION WILL NOTIFY THE CARRIER IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR BY PERSONAL DELIVERY EVIDENCED BY RECEIPT, OF ANY EMPLOYEE WHO IT IS ALLEGED HAS FAILED TO COMPLY WITH THE TERMS OF THIS AGREEMENT AND WHO THE ORGANIZATION THEREFORE CLAIMS IS NOT ENTITLED TO CONTINUE IN EMPLOYMENT SUBJECT TO THE RULES AND WORKING CONDITIONS AGREEMENT. THE FORM OF NOTICE TO BE USED SHALL BE AGREED UPON BY THE INDIVIDUAL RAILROAD AND THE ORGANIZATIONS INVOLVED AND THE FORM SHALL MAKE PROVISION FOR SPECIFYING THE REASONS FOR THE ALLEGATION OF NON-COMPLIANCE. UPON RECEIPT OF SUCH NOTICE, THE CARRIER WILL, WITHIN TEN CALENDAR DAYS OF SUCH RECEIPT, SO NOTIFY THE EMPLOYEE CONCERNED IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR BY PERSONAL DELIVERY EVIDENCED BY RECEIPT. COPY OF SUCH NOTICE TO THE EMPLOYEE SHALL BE GIVEN THE ORGANIZATION. AN EMPLOYEE SO NOTIFIED WHO DISPUTES THE FACT THAT HE HAS FAILED TO COMPLY WITH THE TERMS OF THIS AGREEMENT, SHALL WITHIN A PERIOD OF TEN CALENDAR DAYS FROM THE DATE OF RECEIPT OF SUCH NOTICE, REQUEST THE CARRIER IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR BY PERSONAL DELIVERY EVIDENCED BY RECEIPT, TO ACCORD HIM A HEARING. UPON RECEIPT OF SUCH REQUEST THE CARRIER SHALL SET A DATE FOR HEARING WHICH SHALL BE HELD WITHIN TEN CALENDAR DAYS OF THE DATE OF RECEIPT OF REQUEST THEREFOR. NOTICE OF THE DATE SET FOR HEARING SHALL BE PROMPTLY GIVEN THE EMPLOYEE IN WRITING WITH COPY TO THE ORGANIZATION, BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, OR BY PERSONAL DELIVERY EVIDENCED BY RECEIPT. A REPRESENTATIVE OF THE ORGANIZATION SHALL ATTEND AND PARTICIPATE IN THE HEARING. THE RECEIPT BY THE CARRIER OF A REQUEST FOR A HEARING SHALL OPERATE TO STAY ACTION ON THE TERMINATION OF EMPLOYMENT UNTIL THE HEARING IS HELD AND THE DECISION OF THE CARRIER IS RENDERED.

IN THE EVENT THE EMPLOYEE CONCERNED DOES NOT REQUEST A HEARING AS PROVIDED HEREIN, THE CARRIER SHALL PROCEED TO TERMINATE HIS SENIORITY AND EMPLOYMENT UNDER THE RULES AND WORKING CONDITIONS AGREEMENT NOT LATER THAN THIRTY CALENDAR DAYS FROM RECEIPT OF THE ABOVE DESCRIBED NOTICE FROM THE ORGANIZATION, UNLESS THE CARRIER AND THE ORGANIZATION AGREE OTHERWISE IN WRITING.

B) THE CARRIER SHALL DETERMINE ON THE BASIS OF THE EVIDENCE PRODUCED AT THE HEARING WHETHER OR NOT THE EMPLOYEE HAS COMPLIED WITH THE TERMS OF THIS AGREEMENT AND SHALL RENDER A DECISION WITHIN TWENTY CALENDAR DAYS FROM THE DATE THAT THE HEARING IS CLOSED, AND THE EMPLOYEE AND THE ORGANIZATION SHALL BE PROMPTLY ADVISED THEREOF IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED.

IF THE DECISION IS THAT THE EMPLOYEE HAS NOT COMPLIED WITH THE TERMS OF THIS AGREEMENT, HIS SENIORITY AND EMPLOYMENT UNDER THE RULES AND WORKING CONDITIONS AGREEMENT SHALL BE TERMINATED WITHIN TWENTY CALENDAR DAYS OF THE DATE OF SAID DECISION EXCEPT AS HEREINAFTER PROVIDED OR UNLESS THE CARRIER AND THE ORGANIZATION AGREE OTHERWISE IN WRITING.

IF THE DECISION IS NOT SATISFACTORY TO THE EMPLOYEE OR TO THE ORGANIZATION IT MAY BE APPEALED IN WRITING, BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTLY TO THE HIGHEST OFFICER OF THE CARRIER DESIGNATED TO HANDLE APPEALS UNDER THIS AGREEMENT. SUCH APPEALS MUST BE RECEIVED BY SUCH OFFICER WITHIN TEN CALENDAR DAYS OF THE DATE OF THE DECISION APPEALED FROM AND SHALL OPERATE TO STAY ACTION ON THE TERMINATION OF SENIORITY AND EMPLOYMENT, UNTIL THE DECISION ON APPEAL IS RENDERED. THE CARRIER SHALL PROMPTLY NOTIFY THE OTHER PARTY IN WRITING OF ANY SUCH APPEAL, BY REGISTERED MAIL, RETURN RECEIPT REQUESTED. THE DECISION ON SUCH APPEAL SHALL BE RENDERED WITHIN TWENTY CALENDAR DAYS OF THE DATE THE NOTICE OF APPEAL IS RECEIVED, AND THE EMPLOYEE AND THE ORGANIZATION SHALL BE PROMPTLY ADVISED THEREOF IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED.

IF THE DECISION ON SUCH APPEAL IS THAT THE EMPLOYEE HAS NOT COMPLIED WITH THE TERMS OF THIS AGREEMENT, HIS SENIORITY AND EMPLOYMENT UNDER THE RULES AND WORKING CONDITIONS AGREEMENT SHALL BE TERMINATED WITHIN TWENTY CALENDAR DAYS OF THE DATE OF SAID DECISION UNLESS SELECTION OF A NEUTRAL IS REQUESTED AS PROVIDED BELOW, OR UNLESS THE CARRIER AND THE ORGANIZATION AGREE OTHERWISE IN WRITING. THE DECISION ON APPEAL SHALL BE FINAL AND BINDING UNLESS WITHIN TEN CALENDAR DAYS FROM THE DATE OF THE DECISION THE ORGANIZATION OR THE EMPLOYEE INVOLVED REQUESTS THE SELECTION OF A NEUTRAL PERSON TO DECIDE THE DISPUTE AS PROVIDED IN SECTION 5(c) BELOW. ANY REQUEST FOR SELECTION OF A NEUTRAL PERSON AS PROVIDED IN SECTION 5(c) BELOW SHALL OPERATE TO STAY ACTION ON THE TERMINATION OF SENIORITY AND EMPLOYMENT UNTIL NOT MORE THAN TEN CALENDAR DAYS FROM THE DATE DECISION IS RENDERED BY THE NEUTRAL PERSON.

c) IF WITHIN TEN CALENDAR DAYS AFTER THE DATE OF A DECISION ON APPEAL BY THE HIGHEST OFFICER OF THE CARRIER DESIGNATED TO HANDLE APPEALS UNDER THIS AGREEMENT THE ORGANIZATION OR THE EMPLOYEE INVOLVED REQUESTS SUCH HIGHEST OFFICER IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED, 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. IF THEY ARE UNABLE TO AGREE UPON THE SELECTION OF A NEUTRAL PERSON ANY ONE OF THEM MAY REQUEST THE CHAIRMAN OF THE NATIONAL MEDIATION BOARD IN WRITING TO APPOINT SUCH NEUTRAL. THE CARRIER, THE ORGANIZATION AND THE EMPLOYEE INVOLVED SHALL HAVE THE RIGHT TO APPEAR AND PRESENT EVIDENCE AT A HEARING BEFORE SUCH NEUTRAL ARBITRATOR. ANY DECISION BY SUCH NEUTRAL ARBITRATOR SHALL BE MADE WITHIN THIRTY CALENDAR DAYS FROM THE DATE OF RECEIPT OF THE REQUEST FOR HIS APPOINTMENT AND SHALL BE FINAL AND BINDING UPON THE PARTIES. THE CARRIER, THE EMPLOYEE, AND THE ORGANIZATION SHALL BE PROMPTLY ADVISED

THEREOF IN WRITING BY REGISTERED MAIL, RETURN RECEIPT REQUESTED. IF THE POSITION OF THE EMPLOYEE IS SUSTAINED, THE FEES, SALARY AND EXPENSES OF THE NEUTRAL ARBITRATOR SHALL BE BORNE IN EQUAL SHARES BY THE CARRIER AND THE ORGANIZATION; IF THE EMPLOYEE'S POSITION IS NOT SUSTAINED, SUCH FEES, SALARY AND EXPENSES SHALL BE BORNE IN EQUAL SHARES BY THE CARRIER, THE ORGANIZATION AND THE EMPLOYEE.

D) THE TIME PERIODS SPECIFIED IN THIS SECTION MAY BE EXTENDED IN INDIVIDUAL CASES BY WRITTEN AGREEMENT BETWEEN THE CARRIER AND THE ORGANIZATION.

E) PROVISIONS OF INVESTIGATION AND DISCIPLINE RULES CONTAINED IN THE RULES AND WORKING CONDITIONS AGREEMENT BETWEEN A CARRIER AND THE ORGANIZATION WILL NOT APPLY TO CASES ARISING UNDER THIS AGREEMENT.

F) THE GENERAL CHAIRMAN OF THE ORGANIZATION SHALL NOTIFY THE CARRIER IN WRITING OF THE TITLE(S) AND ADDRESS(ES) OF ITS REPRESENTATIVES WHO ARE AUTHORIZED TO SERVE AND RECEIVE THE NOTICES DESCRIBED IN THIS AGREEMENT. THE CARRIER SHALL NOTIFY THE GENERAL CHAIRMAN OF THE ORGANIZATION IN WRITING OF THE TITLE(S) AND ADDRESS(ES) OF ITS REPRESENTATIVES WHO ARE AUTHORIZED TO RECEIVE AND SERVE THE NOTICES DESCRIBED IN THIS AGREEMENT.

G) IN COMPUTING THE TIME PERIODS SPECIFIED IN THIS AGREEMENT, THE DATE ON WHICH A NOTICE IS RECEIVED OR DECISION RENDERED SHALL NOT BE COUNTED.

SECTION 6.

OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, THE CARRIER SHALL NOT BE REQUIRED TO TERMINATE THE EMPLOYMENT OF AN EMPLOYEE UNTIL SUCH TIME AS A QUALIFIED REPLACEMENT IS AVAILABLE. THE CARRIER MAY NOT, HOWEVER, RETAIN SUCH EMPLOYEE IN SERVICE UNDER THE PROVISIONS OF THIS SECTION FOR A PERIOD IN EXCESS OF SIXTY CALENDAR DAYS FROM THE DATE OF THE LAST DECISION RENDERED UNDER THE PROVISIONS OF SECTION 5, OR NINETY CALENDAR DAYS FROM DATE

OF RECEIPT OF NOTICE FROM THE ORGANIZATION IN CASES WHERE THE EMPLOYEE DOES NOT REQUEST A HEARING. THE EMPLOYEE WHOSE EMPLOYMENT IS EXTENDED UNDER THE PROVISIONS OF THIS SECTION SHALL NOT, DURING SUCH EXTENSION, RETAIN OR ACQUIRE ANY SENIORITY RIGHTS. THE POSITION WILL BE ADVERTISED AS VACANT UNDER THE BULLETINING RULES OF THE RESPECTIVE AGREEMENTS BUT THE EMPLOYEE MAY REMAIN ON THE POSITION HE HELD AT THE TIME OF THE LAST DECISION, OR AT THE DATE OF RECEIPT OF NOTICE WHERE NO HEARING IS REQUESTED PENDING THE ASSIGNMENT OF THE SUCCESSFUL APPLICANT, UNLESS DISPLACED OR UNLESS THE POSITION IS ABOLISHED. THE ABOVE PERIODS MAY BE EXTENDED BY AGREEMENT BETWEEN THE CARRIER AND THE ORGANIZATION INVOLVED.

SECTION 7.

AN EMPLOYEE WHOSE SENIORITY AND EMPLOYMENT UNDER THE RULES AND WORKING CONDITIONS AGREEMENT IS TERMINATED PURSUANT TO THE PROVISIONS OF THIS AGREEMENT OR WHOSE EMPLOYMENT IS EXTENDED UNDER SECTION 6 SHALL HAVE NO TIME OR MONEY CLAIMS BY REASON THEREOF.

IF THE FINAL DETERMINATION UNDER SECTION 5 OF THIS AGREEMENT IS THAT AN EMPLOYEE'S SENIORITY AND EMPLOYMENT IN A CRAFT OR CLASS SHALL BE TERMINATED, NO LIABILITY AGAINST THE CARRIER IN FAVOR OF THE ORGANIZATION OR OTHER EMPLOYEES BASED UPON AN ALLEGED VIOLATION, MISAPPLICATION OR NON-COMPLIANCE WITH ANY PART OF THIS AGREEMENT SHALL ARISE OR ACCRUE DURING THE PERIOD UP TO THE EXPIRATION OF THE 60 OR 90 DAY PERIODS SPECIFIED IN SECTION 6, OR WHILE SUCH DETERMINATION MAY BE STAYED BY A COURT, OR WHILE A DISCHARGED EMPLOYEE MAY BE RESTORED TO SERVICE PURSUANT TO JUDICIAL DETERMINATION. DURING SUCH PERIODS, NO PROVISION OF ANY OTHER AGREEMENT BETWEEN THE PARTIES HERETO SHALL BE USED AS THE BASIS FOR A GRIEVANCE OR TIME OR MONEY CLAIM BY OR ON BEHALF OF ANY EMPLOYEE AGAINST THE CARRIER PREDICATED UPON ANY ACTION TAKEN BY THE CARRIER IN APPLYING OR COMPLYING WITH THIS AGREEMENT OR UPON AN ALLEGED VIOLATION, MISAPPLICATION OR NON-COMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT. IF THE FINAL

DETERMINATION UNDER SECTION 5 OF THIS AGREEMENT IS THAT AN EMPLOYEE'S EMPLOYMENT AND SENIORITY SHALL NOT BE TERMINATED, HIS CONTINUANCE IN SERVICE SHALL GIVE RISE TO NO LIABILITY AGAINST THE CARRIER IN FAVOR OF THE ORGANIZATION OR OTHER EMPLOYEES BASED UPON AN ALLEGED VIOLATION, MISAPPLICATION OR NON-COMPLIANCE WITH ANY PART OF THIS AGREEMENT.

SECTION 8.

IN THE EVENT THAT SENIORITY AND EMPLOYMENT UNDER THE RULES AND WORKING CONDITIONS AGREEMENT IS TERMINATED BY THE CARRIER UNDER THE PROVISIONS OF THIS AGREEMENT, AND SUCH TERMINATION OF SENIORITY AND EMPLOYMENT IS SUBSEQUENTLY DETERMINED TO BE IMPROPER, UNLAWFUL, OR UNENFORCEABLE, THE ORGANIZATION SHALL INDEMNIFY AND SAVE HARMLESS THE CARRIER AGAINST ANY AND ALL LIABILITY ARISING AS THE RESULT OF SUCH IMPROPER, UNLAWFUL, OR UNENFORCEABLE TERMINATION OF SENIORITY AND EMPLOYMENT; PROVIDED, HOWEVER, THAT THIS SECTION SHALL NOT APPLY TO ANY CASE IN WHICH THE CARRIER INVOLVED IS THE PLAINTIFF OR THE MOVING PARTY IN THE ACTION IN WHICH THE AFORESAID DETERMINATION IS MADE OR IN WHICH CASE SUCH CARRIER ACTS IN COLLUSION WITH ANY EMPLOYEE; PROVIDED FURTHER THAT THE AFOREMENTIONED LIABILITY SHALL NOT EXTEND TO THE EXPENSE TO THE CARRIER IN DEFENDING SUITS BY EMPLOYEES WHOSE SENIORITY AND EMPLOYMENT ARE TERMINATED BY THE CARRIER UNDER THE PROVISIONS OF THIS AGREEMENT.

SECTION 9.

AN EMPLOYEE WHOSE EMPLOYMENT IS TERMINATED AS A RESULT OF NON-COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT SHALL BE REGARDED AS HAVING TERMINATED HIS EMPLOYEE RELATIONSHIP FOR VACATION PURPOSES.

SECTION 10.

A) THE CARRIER PARTY TO THIS AGREEMENT SHALL PERIODICALLY DEDUCT FROM THE WAGES OF EMPLOYEES SUBJECT TO THIS AGREEMENT PERIODIC DUES, INITIATION FEES, AND ASSESSMENTS (NOT INCLUDING FINES AND PENALTIES) UNIFORMLY

REQUIRED AS A CONDITION OF ACQUIRING OR RETAINING MEMBERSHIP IN SUCH ORGANIZATION, AND SHALL PAY THE AMOUNT SO DEDUCTED TO SUCH OFFICER OF THE ORGANIZATION AS THE ORGANIZATION SHALL DESIGNATE; PROVIDED, HOWEVER, THAT THE REQUIREMENTS OF THIS SUBSECTION (A) SHALL NOT BE EFFECTIVE WITH RESPECT TO ANY INDIVIDUAL EMPLOYEE UNTIL HE SHALL HAVE FURNISHED THE CARRIER WITH A WRITTEN ASSIGNMENT TO THE ORGANIZATION OF SUCH MEMBERSHIP DUES, INITIATION FEES AND ASSESSMENTS, WHICH ASSIGNMENT SHALL BE REVOCABLE IN WRITING AFTER THE EXPIRATION OF ONE YEAR OR UPON THE TERMINATION OF THIS AGREEMENT WHICHEVER OCCURS SOONER.

B) THE PROVISIONS OF SUBSECTION (A) OF THIS SECTION SHALL NOT BECOME EFFECTIVE UNLESS AND UNTIL THE CARRIER AND THE ORGANIZATION SHALL, AS A RESULT OF FURTHER NEGOTIATIONS PURSUANT TO THE RECOMMENDATIONS OF EMERGENCY BOARD No. 98, AGREE UPON THE TERMS AND CONDITIONS UNDER WHICH SUCH PROVISIONS SHALL BE APPLIED; SUCH AGREEMENT TO INCLUDE, BUT NOT BE RESTRICTED TO, THE MEANS OF MAKING SAID DEDUCTIONS, THE AMOUNTS TO BE DEDUCTED, THE FORM, PROCUREMENT AND FILING OF AUTHORIZATION CERTIFICATES, THE FREQUENCY OF DEDUCTIONS, THE PRIORITY OF SAID DEDUCTIONS WITH OTHER DEDUCTIONS NOW OR HEREAFTER AUTHORIZED, THE PAYMENT AND DISTRIBUTIONS OF AMOUNTS WITHHELD AND ANY OTHER MATTERS PERTINENT THERETO.

SECTION 11.

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 31ST DAY OF MARCH, 1953, AND IS IN FULL AND FINAL SETTLEMENT OF NOTICES SERVED UPON THE CARRIER BY THE ORGANIZATIONS, SIGNATORY HERETO, ON OR ABOUT FEBRUARY 5, 1951. IT SHALL BE CONSTRUED AS A SEPARATE AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THOSE EMPLOYEES REPRESENTED BY EACH OF THE ORGANIZATIONS SIGNATORY HERETO. THIS AGREEMENT SHALL REMAIN IN EFFECT UNTIL MODIFIED OR CHANGED IN ACCORDANCE WITH THE PROVISIONS OF THE RAILWAY LABOR ACT, AS AMENDED.

SIGNED AT OMAHA, NEBRASKA, THIS 7TH DAY
OF MARCH, 1953.

FOR THE CARRIER:

E. J. CONNORS
VICE PRESIDENT

EMPLOYES' NATIONAL CONFERENCE
COMMITTEE, SEVENTEEN COOPER-
ATING RAILWAY LABOR ORGANI-
ZATIONS:

G. E. LEIGHTY
CHAIRMAN

RAILWAY EMPLOYES' DEPARTMENT
A. F. OF L.

MICHAEL FOX
PRESIDENT

INTERNATIONAL ASSOCIATION
OF MACHINISTS

EARL MELTON F. W. BURKE
GENERAL VICE PRESIDENT GENERAL CHAIRMAN

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS
& HELPERS OF AMERICA

CHAS. J. MACGOWAN FLOYD F. RAUBER
INT'L. PRESIDENT GENERAL CHAIRMAN

INTERNATIONAL BROTHERHOOD OF BLACK-
SMITHS, DROP FORGERS & HELPERS

JOHN PELKOFER GEORGE F. BARNA
GENERAL PRESIDENT GENERAL CHAIRMAN

SHEET METAL WORKERS' INTERNATIONAL
ASSN.

C. D. BRUNS LEO P. GRANT
GEN'L. VICE PRESIDENT GENERAL CHAIRMAN

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

J. J. DUFFY G. O. GRANT
INT'L. VICE PRESIDENT GENERAL CHAIRMAN

BROTHERHOOD OF RAILWAY CARMEN
OF AMERICA

IRVIN BARNEY H. W. HIGGS
GENERAL PRESIDENT GENERAL CHAIRMAN

INTERNATIONAL BROTHERHOOD OF FIREMEN,
OILERS, HELPERS, ROUNDHOUSE AND
RAILWAY SHOP LABORERS

ANTHONY MATZ JOHN CASSELMAN
PRESIDENT GENERAL CHAIRMAN

BROTHERHOOD OF RAILWAY & STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS
AND STATION EMPLOYEES

GEO. M. HARRISON K. J. SALYARDS
GRAND PRESIDENT GENERAL CHAIRMAN

J. P. GRAYSON
GENERAL CHAIRMAN

BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYEES

T. C. CARROLL C. R. PERRY
PRESIDENT GENERAL CHAIRMAN

THE ORDER OF RAILROAD TELEGRAPHERS

G. E. LEIGHTY G. G. GARD
PRESIDENT GENERAL CHAIRMAN

A. S. HERRERA
GENERAL CHAIRMAN

BROTHERHOOD OF RAILROAD SIGNALMEN
OF AMERICA

JESSE CLARK A. W. McLEAN
PRESIDENT GENERAL CHAIRMAN

RAILROAD YARDMASTERS OF AMERICA

M. G. SCHOCH
PRESIDENT

F. W. BAKER
GENERAL CHAIRMAN

HOTEL AND RESTAURANT EMPLOYEES
INTERNATIONAL ALLIANCE AND BARTENDERS
INTERNATIONAL LEAGUE OF AMERICA

HUGO ERNST
GEN'L. PRESIDENT

STEVEN R. AUGUSTON
GENERAL CHAIRMAN
D.C.E.U. No. 372

ARTHUR H. REED
GENERAL CHAIRMAN
P.O.D.C.W., No. 465

MEMORANDUM AGREEMENT

IT IS AGREED THAT IN THE APPLICATION OF THE UNION SHOP AGREEMENT SIGNED THIS DATE IN OMAHA, NEBRASKA, THAT ANY EMPLOYEE IN SERVICE ON THE DATE OF THIS AGREEMENT WHO IS NOT A MEMBER OF THE UNION REPRESENTING HIS CRAFT OR CLASS AND WILL MAKE AFFIDAVIT HE WAS A MEMBER OF A BONA FIDE AND RECOGNIZED RELIGIOUS GROUP, ON THE DATE OF THIS AGREEMENT, HAVING SCRUPLES AGAINST JOINING A UNION, WILL, IF HE WOULD OTHERWISE BE REQUIRED TO JOIN A UNION UNDER THE UNION SHOP AGREEMENT, BE DEEMED TO HAVE MET THE REQUIREMENTS OF THE UNION SHOP AGREEMENT IF HE AGREES TO AND DOES PAY INITIATION FEES, PERIODIC DUES AND ASSESSMENTS TO THE ORGANIZATION REPRESENTING HIS CRAFT OR CLASS.

SIGNED AT OMAHA, NEBRASKA, THIS 7TH DAY OF MARCH, 1953.

FOR THE UNION PACIFIC RAILROAD COMPANY:

E. J. CONNORS
VICE PRESIDENT

EMPLOYEES, NATIONAL CONFERENCE
COMMITTEE, SEVENTEEN COOPER-
ATING RAILWAY LABOR ORGANI-
ZATIONS:

G. E. LEIGHTY
CHAIRMAN

RAILWAY EMPLOYEES' DEPARTMENT,
A. F. OF L.

MICHAEL FOX
PRESIDENT

INTERNATIONAL ASSOCIATION
OF MACHINISTS

EARL MELTON
GEN'L. VICE PRESIDENT

F. W. BURKE
GENERAL CHAIRMAN

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS
& HELPERS OF AMERICA

CHAS. J. MACGOWAN
INT'L. PRESIDENT

FLOYD F. RAUBER
GENERAL CHAIRMAN

INTERNATIONAL BROTHERHOOD OF BLACK-
SMITHS, DROP FORGERS & HELPERS

JOHN PELKOFER
GEN'L. PRESIDENT

GEORGE F. BARNA
GENERAL CHAIRMAN

SHEET METAL WORKERS' INTERNATIONAL
ASSN.

C. D. BRUNS
GEN'L. VICE PRES.

LEO P. GRANT
GENERAL CHAIRMAN

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INTERNATIONAL BROTHERHOOD OF FIREMEN,
OILERS, HELPERS, ROUNDHOUSE AND
RAILWAY SHOP LABORERS

ANTHONY MATZ
PRESIDENT

JOHN CASSELMAN
GENERAL CHAIRMAN

BROTHERHOOD OF RAILWAY & STEAMSHIP
CLERKS, FREIGHT HANDLERS, EXPRESS
AND STATION EMPLOYES

GEO. M. HARRISON
GRAND PRESIDENT

K. J. SALYARDS
GENERAL CHAIRMAN

J. R. GRAYSON
GENERAL CHAIRMAN

(UNION DUES DEDUCTIONS)

SAMPLE

A G R E E M E N T

BETWEEN THE
UNION PACIFIC RAILROAD COMPANY

AND THE

(ORGANIZATION)

* * *

IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE II OF THE NATIONAL AGREEMENT SIGNED AT WASHINGTON, D. C. ON (DATE), THE FOLLOWING AGREEMENT BY AND BETWEEN THE UNION PACIFIC RAILROAD COMPANY, HEREINAFTER REFERRED TO AS THE "CARRIER," AND THE EMPLOYEES THEREOF REPRESENTED BY THE (NAME OF ORGANIZATION), HEREINAFTER REFERRED TO AS THE "ORGANIZATION," SHALL BE MADE EFFECTIVE (DATE).

* * *

IT IS AGREED:

SECTION 10 (B) OF THE UNION SHOP AGREEMENT BETWEEN (ORGANIZATION) DATED MARCH 7, 1953, IS HEREBY AMENDED IN ACCORDANCE WITH THE (DATE), NATIONAL AGREEMENT PROVIDING THAT THE CARRIER WILL WITHHOLD DUES, INITIATION FEES AND ASSESSMENTS (NOT INCLUDING FINES AND PENALTIES) UNIFORMLY REQUIRED BY AND PAYABLE TO THE ORGANIZATION AS A CONDITION OF ACQUIRING AND/OR RETAINING MEMBERSHIP IN THE ORGANIZATION. NO COSTS WILL BE CHARGED AGAINST THE ORGANIZATION OR THE AFFECTED EMPLOYEE IN CONNECTION WITH THE DUES DEDUCTION.

THE DESIGNATED REPRESENTATIVE OF THE ORGANIZATION SHALL FURNISH TO THE CARRIER AN INITIAL STATEMENT, IN ALPHABETICAL ORDER, SHOWING DEDUCTIONS TO BE MADE FROM EACH EMPLOYEE, SUCH STATEMENT TO BE FURNISHED TOGETHER WITH INDIVIDUAL AUTHORIZATION FORMS TO COVER, NOT LATER THAN 15TH DAY OF THE MONTH IN WHICH THE DEDUCTIONS BECOME EFFECTIVE. SUBSEQUENT DEDUCTION AMOUNTS MAY NOT BE CHANGED MORE OFTEN THAN ONCE EVERY THREE (3) MONTHS, HOWEVER, THE DESIGNATED REPRESENTATIVE OF THE ORGANIZATION MAY FURNISH TO THE CARRIER A SUPPLEMENTAL MONTHLY STATEMENT SHOWING ADDITIONS OR DELETIONS TO THE INITIAL STATEMENT, IN THE MANNER AND FORM SPECIFIED IN ATTACHMENT "A". IF NO CHANGES ARE FURNISHED BY THE 15TH DAY OF THE MONTH, THE LAST PREVIOUS LIST ON FILE WITH THE DESIGNATED CARRIER OFFICER SHALL REMAIN APPLICABLE. NO SUCH DEDUCTION SHALL BE MADE EXCEPT FROM THE WAGES OF AN EMPLOYEE-MEMBER WHO HAS EXECUTED A "WAGE ASSIGNMENT AUTHORIZATION," SUBSTANTIALLY IN THE TENOR AND FORM OF THE SAMPLE APPENDED HERETO AS ATTACHMENT "B", SUCH AUTHORIZATION HAVING BEEN FURNISHED THE CARRIER BY THE DESIGNATED REPRESENTATIVE OF THE ORGANIZATION. THE ORGANIZATION SHALL ASSUME THE FULL RESPONSIBILITY FOR THE PROCUREMENT AND PROPER EXECUTION OF SAID FORMS BY EMPLOYEES, AND FOR THE DELIVERY OF SAID FORMS TO THE CARRIER.

SAID DEDUCTIONS WILL BE MADE ONLY FROM WAGES EARNED IN THE LAST PAYROLL PERIOD OF EACH MONTH AND SHALL BE REMITTED BY VOUCHER OR CHECK ON OR BEFORE THE 25TH DAY OF THE MONTH NEXT FOLLOWING TO THE DESIGNATED REPRESENTATIVE OF THE ORGANIZATION. THE CARRIER WILL FURNISH INDIVIDUAL, UNIFORM ALPHABETICAL DEDUCTION LISTS (IN TRIPLICATE) FOR EACH LOCAL UNIT EACH MONTH. SUCH LISTS WILL INCLUDE THE EMPLOYEE'S NAME, IN ALPHABETICAL ORDER, SOCIAL SECURITY NUMBER OR EMPLOYEE NUMBER, LODGE NUMBER, AND AMOUNT OF UNION DUES DEDUCTED FROM THE WAGES OF EACH AFFECTED EMPLOYEE.

IF EARNINGS OF AN AFFECTED EMPLOYEE-MEMBER ON THAT PAYROLL ARE INSUFFICIENT TO PERMIT DEDUCTION OF THE FULL AMOUNT SPECIFIED

ON THE DEDUCTION LIST, GIVING DUE EFFECT TO ANY AND ALL DEDUCTIONS HAVING PRIORITY AS HEREINAFTER PROVIDED, NO DEDUCTION WILL BE MADE AND THE CARRIER SHALL NOT BE RESPONSIBLE FOR SUCH COLLECTION. THE FOLLOWING PAYROLL DEDUCTIONS, AS A MINIMUM, WILL HAVE PRIORITY OVER THE DEDUCTIONS CALLED FOR BY THE DUES DEDUCTION AGREEMENT:

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; AMOUNTS DUE THE CARRIER BY THE INDIVIDUAL ON UNION PACIFIC RAILROAD EMPLOYEES HOSPITAL ASSOCIATION DUES. NO DEDUCTIONS WILL BE MADE FROM SPECIAL PAYROLLS.

THE DEDUCTIONS PROVIDED FOR HEREIN SHALL NOT BE EFFECTIVE WITH RESPECT TO ANY EMPLOYEE-MEMBER UNTIL THE CARRIER HAS BEEN FURNISHED WITH A PROPERLY EXECUTED WAGE ASSIGNMENT AUTHORIZATION COVERING SUCH MONTHLY MEMBERSHIP DUES, INITIATION FEES, AND ASSESSMENTS. SUCH ASSIGNMENT SHALL BE REVOCABLE IN WRITING AT ANY TIME AFTER THE EXPIRATION OF ONE YEAR FROM THE DATE OF ITS EXECUTION, OR UPON TERMINATION OF THIS AGREEMENT, OR UPON TERMINATION OF THE RULES AND WORKING CONDITIONS AGREEMENT BETWEEN THE PARTIES HERETO, WHICHEVER IS SOONER. THE REVOCATION OF A WAGE ASSIGNMENT SHALL BE SUBSTANTIALLY IN THE TENOR AND FORM OF THE SAMPLE APPENDED HERETO AS ATTACHMENT "C". WAGE ASSIGNMENT REVOCATION FORMS SHALL BE DELIVERED TO THE DESIGNATED CARRIER OFFICER NOT LATER THAN THE 15TH DAY OF THE MONTH IN WHICH THE TERMINATION OF DEDUCTION IS TO BECOME EFFECTIVE.

EXCEPT WHERE THE CARRIER HAS MADE A CLERICAL ERROR IN THE DEDUCTION OF DUES WHICH SHALL BE PROMPTLY ADJUSTED, NO PART OF THIS AGREEMENT SHALL BE USED IN ANY MANNER WHATSOEVER EITHER DIRECTLY OR INDIRECTLY AS A BASIS FOR A GRIEVANCE OR TIME

CLAIM BY OR IN BEHALF OF AN EMPLOYEE; AND NO PART OF THIS OR ANY OTHER AGREEMENT BETWEEN THE CARRIER AND THE ORGANIZATION SHALL BE USED AS A BASIS FOR A GRIEVANCE OR TIME CLAIM BY OR IN BEHALF OF ANY EMPLOYEE PREDICATED UPON ANY ALLEGED VIOLATION OF, OR MISAPPLICATION OR NON-COMPLIANCE WITH, ANY PART OF THIS AGREEMENT.

EXCEPT FOR REMITTING TO THE ORGANIZATION MONIES PROPERLY DEDUCTIBLE FROM THE WAGES OF EMPLOYEE-MEMBERS, AS PROVIDED FOR HEREIN, THE ORGANIZATION SHALL INDEMNIFY, DEFEND AND SAVE HARMLESS THE CARRIER FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITY, LOSSES OR DAMAGE RESULTING FROM THE ENTERING INTO OF THIS AGREEMENT OR ARISING OR GROWING OUT OF ANY DISPUTE OR LITIGATION RESULTING FROM ANY DEDUCTIONS MADE BY THE CARRIER FROM THE WAGES OF ITS EMPLOYEES FOR OR ON BEHALF OF THE ORGANIZATION; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT APPLY TO ANY CASE IN WHICH THE CARRIER IS THE PLAINTIFF OR THE MOVING PARTY IN THE ACTION.

THIS AGREEMENT IS SUBJECT TO THE EXPRESS AGREEMENT OF THE PARTIES HERETO TO OBSERVE AND COMPLY WITH THE PROVISIONS OF THE APPLICABLE FEDERAL AND STATE LAWS NOW IN EXISTENCE OR ENACTED DURING THE TERM HEREOF, IT BEING THE INTENTION OF EITHER PARTY HERETO TO RELIEVE THE OTHER PARTY HERETO FROM COMPLYING WITH ANY PROVISION OF THIS AGREEMENT WHICH MAY BE IN CONFLICT WITH OR VIOLATE ANY APPLICABLE STATE OR FEDERAL LAW NOW IN EXISTENCE OR ENACTED DURING THE TERM HEREOF.

THIS AGREEMENT CANCELS AND SUPERSEDES ALL RULES, AGREEMENTS OR UNDERSTANDINGS INCONSISTENT OR IN CONFLICT WITH THE FOREGOING PROVISIONS AND SHALL REMAIN IN EFFECT UNTIL ALTERED, CHANGED OR CANCELLED IN ACCORDANCE WITH THE RAILWAY LABOR ACT, AS AMENDED.

SIGNED AT OMAHA, NEBRASKA, THIS _____ DAY OF _____, 19____.

(ORGANIZATION) UNION PACIFIC RAILROAD COMPANY:

(SIGNATURES AND TITLES NOT REPRODUCED.)

ATTACHMENT "A"

(ORGANIZATION)

MR. _____ TITLE _____
LOCATION _____ DEPARTMENT _____
DEDUCTION LIST COVERING THE MONTH OF _____,
19____
EMPLOYEE NAME PR No. SSA No. OCCUPATION AMOUNT

TOTAL NUMBER OF EMPLOYEES LISTED ____

I HEREBY CERTIFY THAT THE ABOVE LISTED
INDIVIDUALS ARE MEMBERS OF THE (ORGANIZATION),
AND THAT THE DEDUCTIONS AS ABOVE DESIGNATED
HAVE BEEN AUTHORIZED BY DULY EXECUTED "WAGE
ASSIGNMENT" FORMS COVERING DEDUCTION OF
PERIODIC UNION DUES, INITIATION FEES AND
ASSESSMENTS, BUT NOT INCLUDING FINES AND
PENALTIES.

(OFFICER)

STREET No.

CITY, STATE & ZIP CODE

LODGE No. DATE 19

ATTACHMENT "B"

IBM Code _____

WAGE ASSIGNMENT AUTHORIZATION

Mr. _____ , _____
(TITLE)

UNION PACIFIC RAILROAD COMPANY

(LOCATION)

NAME _____
(LAST) (FIRST) (MIDDLE)

HOME ADDRESS _____ SSA No. _____
DEPARTMENT _____
OCCUPATION _____
(CITY OR TOWN)

I HEREBY ASSIGN TO THE (ORGANIZATION), THAT PART OF MY WAGES NECESSARY TO PAY MY MONTHLY DUES, ASSESSMENTS, AND INITIATION FEES (NOT INCLUDING FINES AND PENALTIES) IN THE (ORGANIZATION), AS SUCH DUES, ASSESSMENTS, AND INITIATION FEES ARE REPORTED TO THE UNION PACIFIC RAILROAD COMPANY BY THE (FINANCIAL OFFICER) OF THE INVOLVED LOCAL LODGE OF THE ORGANIZATION, OR HIS SUCCESSORS, IN MONTHLY STATEMENTS, CERTIFIED BY HIM, AS PROVIDED UNDER THE UNION DUES DEDUCTION AGREEMENT ENTERED INTO BY AND BETWEEN THE ORGANIZATION AND THE UNION PACIFIC RAILROAD COMPANY ON (DATE), AND I HEREBY AUTHORIZE THE UNION PACIFIC RAILROAD COMPANY TO DEDUCT FROM MY WAGES ALL SUCH SUMS AND PAY THEM OVER TO THE (FINANCIAL OFFICER) OF LOCAL LODGE No. _____, (ORGANIZATION), IN ACCORDANCE WITH THE SAID UNION DUES DEDUCTION AGREEMENT. THIS AUTHORIZATION MAY BE REVOKED IN WRITING BY THE UNDERSIGNED AFTER THE EXPIRATION OF ONE (1) YEAR, OR UPON THE TERMINATION OF THE AFOREMENTIONED UNION DUES DEDUCTION AGREEMENT OR UPON THE TERMINATION OF THE UNION AGREEMENT BETWEEN THE COMPANY AND THE ORGANIZATION, WHICHEVER OCCURS SOONER.

_____, 19____
(DATE)

(SIGNATURE)

(LODGE NUMBER)

ATTACHMENT "C"

WAGE ASSIGNMENT REVOCATION

IBM CODE _____

Mr. _____, _____
(TITLE)

UNION PACIFIC RAILROAD COMPANY

(LOCATION)

NAME _____
(LAST) (FIRST) (MIDDLE INITIAL)

HOME ADDRESS _____ SSA No. _____

DEPARTMENT _____

(CITY OR TOWN) OCCUPATION _____

EFFECTIVE _____, I HEREBY
REVOKE THE WAGE ASSIGNMENT AUTHORIZATION NOW
IN EFFECT ASSIGNING TO THE (ORGANIZATION)
THAT PART OF MY WAGES NECESSARY TO PAY
MONTHLY DUES, ASSESSMENTS AND INITIATION FEES
(NOT INCLUDING FINES AND PENALTIES) NOW BEING
WITHHELD PURSUANT TO THE UNION DUES DEDUCTION
AGREEMENT BETWEEN THE ORGANIZATION AND UNION
PACIFIC RAILROAD COMPANY, AND I HEREBY CANCEL
THE AUTHORIZATION NOW IN EFFECT AUTHORIZING
THE UNION PACIFIC RAILROAD COMPANY TO DEDUCT
SUCH MONTHLY DUES, ASSESSMENTS AND INITIATION
FEES FROM MY WAGES.

_____, 19____.
(DATE) (SIGNATURE)

APPENDIX 8

SHOP CRAFTS NATIONAL VACATION AGREEMENTS

THE FOLLOWING REPRESENTS A SYNTHESIS IN ONE DOCUMENT, FOR THE EXPRESSED CONVENIENCE OF THE PARTIES, OF THE CURRENT PROVISIONS OF THE DECEMBER 17, 1941 NATIONAL VACATION AGREEMENT AND AMENDMENTS THERETO PROVIDED IN THE NATIONAL VACATION AGREEMENTS OF AUGUST 21, 1954, AUGUST 19, 1960, NOVEMBER 21, 1964, FEBRUARY 4, 1965, SEPTEMBER 27, 1967, SEPTEMBER 2, 1969, OCTOBER 7, 1971 AND MAY 12, 1972, WITH APPROPRIATE SOURCE IDENTIFICATIONS.

THIS IS INTENDED AS A GUIDE AND IS NOT TO BE CONSTRUED AS CONSTITUTING A SEPARATE AGREEMENT BETWEEN THE PARTIES. IF ANY DISPUTE ARISES AS TO THE PROPER INTERPRETATIONS OR APPLICATION OF ANY PROVISION, THE TERMS OF THE APPROPRIATE VACATION AGREEMENT SHALL GOVERN.

SECTION 1. (A) EFFECTIVE WITH THE CALENDAR YEAR 1973, AN ANNUAL VACATION OF FIVE (5) CONSECUTIVE WORK DAYS WITH PAY WILL BE GRANTED TO EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED TWENTY (120) DAYS DURING THE PRECEDING CALENDAR YEAR.

(B) EFFECTIVE WITH THE CALENDAR YEAR 1973, AN ANNUAL VACATION OF TEN (10) CONSECUTIVE WORK DAYS WITH PAY WILL BE GRANTED TO EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED TEN (110) DAYS DURING THE PRECEDING CALENDAR YEAR AND WHO HAS TWO (2) OR MORE YEARS OF CONTINUOUS SERVICE AND WHO, DURING SUCH PERIOD OF CONTINUOUS SERVICE RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED TEN (110) DAYS (133 DAYS IN THE YEARS 1950-1959 INCLUSIVE, 151 DAYS IN 1949 AND 160 DAYS IN EACH OF SUCH YEARS PRIOR TO 1949) IN EACH OF TWO (2) OF SUCH YEARS, NOT NECESSARILY CONSECUTIVE.

(C) EFFECTIVE WITH THE CALENDAR YEAR 1973, AN ANNUAL VACATION OF FIFTEEN (15) CONSECUTIVE WORK DAYS WITH PAY WILL BE GRANTED TO EACH EMPLOYEE COVERED BY THIS AGREEMENT

WHO RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED (100) DAYS DURING THE PRECEDING CALENDAR YEAR AND WHO HAS TEN (10) OR MORE YEARS OF CONTINUOUS SERVICE AND WHO, DURING SUCH PERIOD OF CONTINUOUS SERVICE RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED (100) DAYS (133 DAYS IN THE YEARS 1950-1959 INCLUSIVE, 151 DAYS IN 1949 AND 160 DAYS IN EACH OF SUCH YEARS PRIOR TO 1949) IN EACH OF TEN (10) OF SUCH YEARS, NOT NECESSARILY CONSECUTIVE.

(D) EFFECTIVE WITH THE CALENDAR YEAR 1973, AN ANNUAL VACATION OF TWENTY (20) CONSECUTIVE WORK DAYS WITH PAY WILL BE GRANTED TO EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED (100) DAYS DURING THE PRECEDING CALENDAR YEAR AND WHO HAS TWENTY (20) OR MORE YEARS OF CONTINUOUS SERVICE AND WHO, DURING SUCH PERIOD OF CONTINUOUS SERVICE RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED (100) DAYS (133 DAYS IN THE YEARS 1950-1959 INCLUSIVE, 151 DAYS IN 1949 AND 160 DAYS IN EACH OF SUCH YEARS PRIOR TO 1949) IN EACH OF TWENTY (20) OF SUCH YEARS, NOT NECESSARILY CONSECUTIVE.

(E) EFFECTIVE WITH THE CALENDAR YEAR 1973, AN ANNUAL VACATION OF TWENTY-FIVE (25) CONSECUTIVE WORK DAYS WITH PAY WILL BE GRANTED TO EACH EMPLOYEE COVERED BY THIS AGREEMENT WHO RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED (100) DAYS DURING THE PRECEDING CALENDAR YEAR AND WHO HAS TWENTY-FIVE (25) OR MORE YEARS OF CONTINUOUS SERVICE AND WHO, DURING SUCH PERIOD OF CONTINUOUS SERVICE RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED (100) DAYS (133 DAYS IN THE YEARS 1950-1959 INCLUSIVE, 151 DAYS IN 1949 AND 160 DAYS IN EACH OF SUCH YEARS PRIOR TO 1949) IN EACH OF TWENTY-FIVE (25) OF SUCH YEARS, NOT NECESSARILY CONSECUTIVE.

(F) PARAGRAPHS (A), (B), (C), (D) AND (E) HEREOF SHALL BE CONSTRUED TO GRANT TO WEEKLY AND MONTHLY RATED EMPLOYEES, WHOSE RATES CONTEMPLATE MORE THAN FIVE DAYS OF SERVICE EACH WEEK, VACATIONS OF ONE, TWO, THREE, FOUR OR FIVE WORK WEEKS.

(G) SERVICE RENDERED UNDER AGREEMENTS BETWEEN A CARRIER AND ONE OR MORE OF THE NON-OPERATING ORGANIZATIONS PARTIES TO THE GENERAL AGREEMENT OF AUGUST 21, 1954, OR TO THE GENERAL AGREEMENT OF AUGUST 19, 1960, SHALL BE COUNTED IN COMPUTING DAYS OF COMPENSATED SERVICE AND YEARS OF CONTINUOUS SERVICE FOR VACATION QUALIFYING PURPOSES UNDER THIS AGREEMENT.

(H) CALENDAR DAYS IN EACH CURRENT QUALIFYING YEAR ON WHICH AN EMPLOYEE RENDERS NO SERVICE BECAUSE OF HIS OWN SICKNESS OR BECAUSE OF HIS OWN INJURY SHALL BE INCLUDED IN COMPUTING DAYS OF COMPENSATED SERVICE AND YEARS OF CONTINUOUS SERVICE FOR VACATION QUALIFYING PURPOSES ON THE BASIS OF A MAXIMUM OF TEN (10) SUCH DAYS FOR AN EMPLOYEE WITH LESS THAN THREE (3) YEARS OF SERVICE; A MAXIMUM OF TWENTY (20) SUCH DAYS FOR AN EMPLOYEE WITH THREE (3) BUT LESS THAN FIFTEEN (15) YEARS OF SERVICE; AND A MAXIMUM OF THIRTY (30) SUCH DAYS FOR AN EMPLOYEE WITH FIFTEEN (15) OR MORE YEARS OF SERVICE WITH THE EMPLOYING CARRIER.

(I) IN INSTANCES WHERE EMPLOYEES WHO HAVE BECOME MEMBERS OF THE ARMED FORCES OF THE UNITED STATES RETURN TO THE SERVICE OF THE EMPLOYING CARRIER IN ACCORDANCE WITH THE MILITARY SELECTIVE SERVICE ACT OF 1967, AS AMENDED, THE TIME SPENT BY SUCH EMPLOYEES IN THE ARMED FORCES SUBSEQUENT TO THEIR EMPLOYMENT BY THE EMPLOYING CARRIER WILL BE CREDITED AS QUALIFYING SERVICE IN DETERMINING THE LENGTH OF VACATIONS FOR WHICH THEY MAY QUALIFY UPON THEIR RETURN TO THE SERVICE OF THE EMPLOYING CARRIER.

(J) IN INSTANCES WHERE AN EMPLOYEE WHO HAS BECOME A MEMBER OF THE ARMED FORCES OF THE UNITED STATES RETURNS TO THE SERVICE OF THE EMPLOYING CARRIER IN ACCORDANCE WITH THE MILITARY SELECTIVE SERVICE ACT OF 1967, AS AMENDED, AND IN THE CALENDAR YEAR PRECEDING HIS RETURN TO RAILROAD SERVICE HAD RENDERED NO COMPENSATED SERVICE OR HAD RENDERED COMPENSATED SERVICE ON FEWER DAYS THAN ARE REQUIRED TO QUALIFY FOR A VACATION IN THE CALENDAR YEAR OF HIS RETURN TO RAILROAD SERVICE, BUT COULD QUALIFY FOR A VACATION IN THE YEAR

OF HIS RETURN TO RAILROAD SERVICE IF HE HAD COMBINED FOR QUALIFYING PURPOSES DAYS ON WHICH HE WAS IN RAILROAD SERVICE IN SUCH PRECEDING CALENDAR YEAR WITH DAYS IN SUCH YEAR ON WHICH HE WAS IN THE ARMED FORCES, HE WILL BE GRANTED, IN THE CALENDAR YEAR OF HIS RETURN TO RAILROAD SERVICE, A VACATION OF SUCH LENGTH AS HE COULD SO QUALIFY FOR UNDER PARAGRAPHS (A), (B), (C), (D), OR (E) AND (I) HEREOF.

(K) IN INSTANCES WHERE AN EMPLOYEE WHO HAS BECOME A MEMBER OF THE ARMED FORCES OF THE UNITED STATES RETURNS TO THE SERVICE OF THE EMPLOYING CARRIER IN ACCORDANCE WITH THE MILITARY SELECTIVE SERVICE ACT OF 1967, AS AMENDED, AND IN THE CALENDAR YEAR 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.

(L) AN EMPLOYEE WHO IS LAID OFF AND HAS NO SENIORITY DATE AND NO RIGHTS TO ACCUMULATE SENIORITY, WHO RENDERS COMPENSATED SERVICE ON NOT LESS THAN ONE HUNDRED TWENTY (120) DAYS IN A CALENDAR YEAR AND WHO RETURNS TO SERVICE IN THE FOLLOWING YEAR FOR THE SAME CARRIER WILL BE GRANTED THE VACATION IN THE YEAR OF HIS RETURN. IN THE EVENT SUCH AN EMPLOYEE DOES NOT RETURN TO SERVICE IN THE FOLLOWING YEAR FOR THE SAME CARRIER HE WILL BE COMPENSATED IN LIEU OF THE VACATION HE HAS QUALIFIED FOR PROVIDED HE FILES WRITTEN REQUEST THEREFOR TO HIS EMPLOYING OFFICER, A COPY OF SUCH REQUEST TO BE FURNISHED TO HIS LOCAL OR GENERAL CHAIRMAN.

(FROM ARTICLES III - VACATIONS - SECTIONS 1 OF OCTOBER 7, 1971 AND MAY 12, 1972 AGREEMENTS)

SECTION 3. THE TERMS OF THIS AGREEMENT SHALL NOT BE CONSTRUED TO DEPRIVE ANY EMPLOYEE OF SUCH ADDITIONAL VACATION DAYS AS HE MAY BE ENTITLED TO RECEIVE UNDER ANY EXISTING RULE, UNDERSTANDING OR CUSTOM, WHICH ADDITIONAL VACATION DAYS SHALL BE ACCORDED UNDER AND IN ACCORDANCE WITH THE TERMS OF SUCH EXISTING RULE, UNDERSTANDING OR CUSTOM.

(FROM SECTION 3 OF DECEMBER 17, 1941 AGREEMENT)

AN EMPLOYEE'S VACATION PERIOD WILL NOT BE EXTENDED BY REASON OF ANY OF THE NINE RECOGNIZED HOLIDAYS (NEW YEAR'S DAY, WASHINGTON'S BIRTHDAY, GOOD FRIDAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY AND CHRISTMAS) OR ANY DAY WHICH BY AGREEMENT HAS BEEN SUBSTITUTED OR IS OBSERVED IN PLACE OF ANY OF THE NINE 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, OCTOBER 7, 1971 AND MAY 12, 1972 AGREEMENTS)

SECTION 4. (A) VACATIONS MAY BE TAKEN FROM JANUARY 1ST TO DECEMBER 31ST AND DUE REGARD CONSISTENT WITH REQUIREMENTS OF SERVICE SHALL BE GIVEN TO THE DESIRES AND PREFERENCES OF THE EMPLOYEES IN SENIORITY ORDER WHEN FIXING THE DATES FOR THEIR VACATIONS.

THE LOCAL COMMITTEE OF EACH ORGANIZATION SIGNATORY HERETO AND THE REPRESENTATIVES OF THE CARRIER WILL COOPERATE IN ASSIGNING VACATION DATES.

(B) THE MANAGEMENT MAY UPON REASONABLE NOTICE (OF THIRTY (30) DAYS OR MORE, IF POSSIBLE, BUT IN NO EVENT LESS THAN FIFTEEN (15) DAYS) REQUIRE ALL OR ANY NUMBER OF EMPLOYEES IN ANY PLANT, OPERATION, OR FACILITY, WHO ARE ENTITLED TO VACATIONS TO TAKE VACATIONS AT THE SAME TIME.

THE LOCAL COMMITTEE OF EACH ORGANIZATION AFFECTED SIGNATORY HERETO AND THE PROPER REPRESENTATIVE OF THE CARRIER WILL COOPERATE

IN THE ASSIGNMENT OF REMAINING FORCES.

(FROM SECTIONS 4-(A) AND 4-(B) OF
DECEMBER 17, 1941 AGREEMENT)

SECTION 5. EACH EMPLOYEE WHO IS ENTITLED TO VACATION SHALL TAKE SAME AT THE TIME ASSIGNED, AND, WHILE IT IS INTENDED THAT THE VACATION DATE DESIGNATED WILL BE ADHERED TO SO FAR AS PRACTICABLE, THE MANAGEMENT SHALL HAVE THE RIGHT TO DEFER SAME PROVIDED THE EMPLOYEE SO AFFECTED IS GIVEN AS MUCH ADVANCE NOTICE AS POSSIBLE; NOT LESS THAN TEN (10) DAYS' NOTICE SHALL BE GIVEN, EXCEPT WHEN EMERGENCY CONDITIONS PREVENT. IF IT BECOMES NECESSARY TO ADVANCE THE DESIGNATED DATE, AT LEAST THIRTY (30) DAYS' NOTICE WILL BE GIVEN AFFECTED EMPLOYEE.

IF A CARRIER FINDS THAT IT CANNOT RELEASE AN EMPLOYEE FOR A VACATION DURING THE CALENDAR YEAR BECAUSE OF THE REQUIREMENTS OF THE SERVICE, THEN SUCH EMPLOYEE SHALL BE PAID IN LIEU OF THE VACATION THE ALLOWANCE HEREINAFTER PROVIDED.

(FROM SECTION 5 OF DECEMBER 17, 1941
AGREEMENT)

SUCH EMPLOYEE SHALL BE PAID THE TIME AND ONE-HALF RATE FOR WORK PERFORMED DURING HIS VACATION PERIOD IN ADDITION TO HIS REGULAR VACATION PAY.

NOTE: THIS PROVISION DOES NOT SUPERSEDE PROVISIONS OF THE INDIVIDUAL COLLECTIVE AGREEMENTS THAT REQUIRE PAYMENT OF DOUBLE TIME UNDER SPECIFIED CONDITIONS.

(FROM ARTICLE I - VACATIONS - SECTION
4 OF AUGUST 21, 1954 AGREEMENT)

SECTION 6. THE CARRIERS WILL PROVIDE VACATION RELIEF WORKERS BUT THE VACATION SYSTEM SHALL NOT BE USED AS A DEVICE TO MAKE UNNECESSARY JOBS FOR OTHER WORKERS. WHERE A VACATION RELIEF WORKER IS NOT NEEDED IN A GIVEN INSTANCE AND IF FAILURE TO PROVIDE A VACATION RELIEF WORKER DOES NOT BURDEN THOSE EMPLOYEES REMAINING ON THE JOB, OR BURDEN THE

EMPLOYEE AFTER HIS RETURN FROM VACATION, THE CARRIER SHALL NOT BE REQUIRED TO PROVIDE SUCH RELIEF WORKER.

(FROM SECTION 6 OF DECEMBER 17, 1941 AGREEMENT)

SECTION 7. ALLOWANCES FOR EACH DAY FOR WHICH AN EMPLOYEE IS ENTITLED TO A VACATION WITH PAY WILL BE CALCULATED ON THE FOLLOWING BASIS:

(A) AN EMPLOYEE HAVING A REGULAR ASSIGNMENT WILL BE PAID WHILE ON VACATION THE DAILY COMPENSATION PAID BY THE CARRIER FOR SUCH ASSIGNMENT.

(B) AN EMPLOYEE PAID A DAILY RATE TO COVER ALL SERVICES RENDERED, INCLUDING OVERTIME, SHALL HAVE NO DEDUCTION MADE FROM HIS ESTABLISHED DAILY RATE ON ACCOUNT OF VACATION ALLOWANCES MADE PURSUANT TO THIS AGREEMENT.

(C) AN EMPLOYEE PAID A WEEKLY OR MONTHLY RATE SHALL HAVE NO DEDUCTION MADE FROM HIS COMPENSATION ON ACCOUNT OF VACATION ALLOWANCES MADE PURSUANT TO THIS AGREEMENT.

(D) AN EMPLOYEE WORKING ON A PIECE-WORK OR TONNAGE BASIS WILL BE PAID ON THE BASIS OF THE AVERAGE EARNINGS PER DAY FOR THE LAST TWO SEMI-MONTHLY PERIODS PRECEDING THE VACATION, DURING WHICH TWO PERIODS SUCH EMPLOYEE WORKED ON AS MANY AS SIXTEEN (16) DIFFERENT DAYS.

(E) AN EMPLOYEE NOT COVERED BY PARAGRAPHS (A), (B), (C), OR (D) OF THIS SECTION WILL BE PAID ON THE BASIS OF THE AVERAGE DAILY STRAIGHT TIME COMPENSATION EARNED IN THE LAST PAY PERIOD PRECEDING THE VACATION DURING WHICH HE PERFORMED SERVICE.

(FROM SECTION 7 OF THE DECEMBER 17, 1941 AGREEMENT)

"AS TO AN EMPLOYEE HAVING A REGULAR ASSIGNMENT, BUT TEMPORARILY WORKING ON ANOTHER POSITION AT THE TIME HIS VACATION BEGINS, SUCH EMPLOYEE WHILE ON VACATION WILL BE PAID THE DAILY COMPENSATION OF THE POSITION ON

WHICH ACTUALLY WORKING AT THE TIME THE VACATION BEGINS, PROVIDED SUCH EMPLOYEE HAS BEEN WORKING ON SUCH POSITION FOR TWENTY DAYS OR MORE.

(FROM AWARD OF REFEREE WAYNE L. MORSE,
NOVEMBER 12, 1942.)

SECTION 8. THE VACATION PROVIDED FOR IN THIS AGREEMENT SHALL BE CONSIDERED TO HAVE BEEN EARNED WHEN THE EMPLOYEE HAS QUALIFIED UNDER ARTICLE 1 HEREOF. IF AN EMPLOYEE'S EMPLOYMENT STATUS IS TERMINATED FOR ANY REASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO RETIREMENT, RESIGNATION, DISCHARGE, NON-COMPLIANCE WITH A UNION-SHOP AGREEMENT, OR FAILURE TO RETURN AFTER FURLOUGH HE SHALL AT THE TIME OF SUCH TERMINATION BE GRANTED FULL VACATION PAY EARNED UP TO THE TIME HE LEAVES THE SERVICE INCLUDING PAY FOR VACATION EARNED IN THE PRECEDING YEAR OR YEARS AND NOT YET GRANTED, AND THE VACATION FOR THE SUCCEEDING YEAR IF THE EMPLOYEE HAS QUALIFIED THEREFOR UNDER ARTICLE 1. IF AN EMPLOYEE THUS ENTITLED TO VACATION OR VACATION PAY SHALL DIE THE VACATION PAY EARNED AND NOT RECEIVED SHALL BE PAID TO SUCH BENEFICIARY AS MAY HAVE BEEN DESIGNATED, OR IN THE ABSENCE OF SUCH DESIGNATION, THE SURVIVING SPOUSE OR CHILDREN OR HIS ESTATE, IN THAT ORDER OF PREFERENCE.

(FROM ARTICLE IV - VACATIONS - SECTION
2 OF AUGUST 19, 1960 AGREEMENT)

SECTION 9. VACATIONS SHALL NOT BE ACCUMULATED OR CARRIED OVER FROM ONE VACATION YEAR TO ANOTHER.

(FROM SECTION 9 OF DECEMBER 17, 1941
AGREEMENT)

SECTION 10. (A) AN EMPLOYEE DESIGNATED TO FILL AN ASSIGNMENT OF ANOTHER EMPLOYEE ON VACATION WILL BE PAID THE RATE OF SUCH ASSIGNMENT OR THE RATE OF HIS OWN ASSIGNMENT, WHICHEVER IS THE GREATER; PROVIDED THAT IF THE ASSIGNMENT IS FILLED BY A REGULARLY ASSIGNED VACATION RELIEF EMPLOYEE, SUCH EMPLOYEE SHALL RECEIVE THE RATE OF THE RELIEF POSITION. IF AN EMPLOYEE RECEIVING GRADED RATES, BASED UPON

LENGTH OF SERVICE AND EXPERIENCE, IS DESIGNATED TO FILL AN ASSIGNMENT OF ANOTHER EMPLOYEE IN THE SAME OCCUPATIONAL CLASSIFICATION RECEIVING SUCH GRADED RATES WHO IS ON VACATION, THE RATE OF THE RELIEVING EMPLOYEE WILL BE PAID.

(B) WHERE WORK OF VACATIONING EMPLOYEES IS DISTRIBUTED AMONG TWO OR MORE EMPLOYEES, SUCH EMPLOYEES WILL BE PAID THEIR OWN RESPECTIVE RATES. HOWEVER, NOT MORE THAN THE EQUIVALENT OF TWENTY-FIVE PER CENT OF THE WORK LOAD OF A GIVEN VACATIONING EMPLOYEE CAN BE DISTRIBUTED AMONG FELLOW EMPLOYEES WITHOUT THE HIRING OF A RELIEF WORKER UNLESS A LARGER DISTRIBUTION OF THE WORK LOAD IS AGREED TO BY THE PROPER LOCAL UNION COMMITTEE OR OFFICIAL.

(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 DECEMBER 17, 1941 AGREEMENT)

SECTION 11. WHILE THE INTENTION OF THIS AGREEMENT IS THAT THE VACATION PERIOD WILL BE CONTINUOUS, THE VACATION MAY, AT THE REQUEST OF AN EMPLOYEE, BE GIVEN IN INSTALLMENTS IF THE MANAGEMENT CONSENTS THERETO.

(FROM SECTION 11 OF DECEMBER 17, 1941 AGREEMENT)

SECTION 12. (A) EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT A CARRIER SHALL NOT BE REQUIRED TO ASSUME GREATER EXPENSE BECAUSE OF GRANTING A VACATION THAN WOULD BE INCURRED IF AN EMPLOYEE WERE NOT GRANTED A VACATION AND WAS PAID IN LIEU THEREFOR UNDER THE PROVISION HEREOF. HOWEVER, IF A RELIEF WORKER NECESSARILY IS PUT TO SUBSTANTIAL EXTRA EXPENSE OVER AND ABOVE THAT WHICH THE REGULAR EMPLOYEE ON VACATION WOULD INCUR IF HE HAD REMAINED ON THE JOB, THE RELIEF WORKER SHALL BE COMPENSATED IN ACCORDANCE WITH EXISTING REGULAR RELIEF RULES.

(B) AS EMPLOYEES EXERCISING THEIR

VACATION PRIVILEGES WILL BE COMPENSATED UNDER THIS AGREEMENT DURING THEIR ABSENCE ON VACATION, RETAINING THEIR OTHER RIGHTS AS IF THEY HAD REMAINED AT WORK, SUCH ABSENCES FROM DUTY WILL NOT CONSTITUTE "VACANCIES" IN THEIR POSITIONS UNDER ANY AGREEMENT. WHEN THE POSITION OF A VACATIONING EMPLOYEE IS TO BE FILLED AND REGULAR RELIEF EMPLOYEE IS NOT UTILIZED, EFFORT WILL BE MADE TO OBSERVE THE PRINCIPLE OF SENIORITY.

(c) A PERSON OTHER THAN A REGULARLY ASSIGNED RELIEF EMPLOYEE TEMPORARILY HIRED SOLELY FOR VACATION RELIEF PURPOSES WILL NOT ESTABLISH SENIORITY RIGHTS UNLESS SO USED MORE THAN 60 DAYS IN A CALENDAR YEAR. IF 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 DECEMBER 17, 1941 AGREEMENT)

SECTION 13. THE PARTIES HERETO HAVING IN MIND CONDITIONS WHICH EXIST OR MAY ARISE ON INDIVIDUAL CARRIERS IN MAKING PROVISIONS FOR VACATIONS WITH PAY AGREE THAT THE DULY AUTHORIZED REPRESENTATIVES OF THE EMPLOYEES, WHO ARE PARTIES TO ONE AGREEMENT, AND THE PROPER OFFICER OF THE CARRIER MAY MAKE CHANGES IN THE WORKING RULES OR ENTER INTO ADDITIONAL WRITTEN UNDERSTANDINGS TO IMPLEMENT THE PURPOSES OF THIS AGREEMENT, PROVIDED THAT SUCH CHANGES OR UNDERSTANDINGS SHALL NOT BE INCONSISTENT WITH THIS AGREEMENT.

(FROM SECTION 13 OF DECEMBER 17, 1941 AGREEMENT)

SECTION 14. ANY DISPUTE OR CONTROVERSY ARISING OUT OF THE INTERPRETATION OR APPLICATION OF ANY OF THE PROVISIONS OF THIS AGREEMENT SHALL BE REFERRED FOR DECISION TO A COMMITTEE, THE CARRIER MEMBERS OF WHICH SHALL BE THE CARRIERS' CONFERENCE COMMITTEES SIGNATORY HERETO, OR THEIR SUCCESSORS; AND THE EMPLOYEE MEMBERS OF WHICH SHALL BE THE CHIEF EXECUTIVES OF THE FOURTEEN ORGANIZATIONS, OR THEIR REPRESENTATIVES, OR THEIR SUCCESSORS. INTERPRE-

TATIONS OR APPLICATIONS AGREED UPON BY THE CARRIER MEMBERS AND EMPLOYEE MEMBERS OF SUCH COMMITTEE SHALL BE FINAL AND BINDING UPON THE PARTIES TO SUCH DISPUTE OR CONTROVERSY.

THIS SECTION IS NOT INTENDED BY THE PARTIES AS A WAIVER OF ANY OF THEIR RIGHTS PROVIDED IN THE RAILWAY LABOR ACT AS AMENDED, IN THE EVENT COMMITTEE PROVIDED IN THIS SECTION FAILS TO DISPOSE OF ANY DISPUTE OR CONTROVERSY.

(FROM SECTION 14 OF DECEMBER 17, 1941 AGREEMENT)

SECTION 15. EXCEPT AS OTHERWISE PROVIDED HEREIN THIS AGREEMENT SHALL BE EFFECTIVE AS OF JANUARY 1, 1973, AND SHALL BE INCORPORATED IN EXISTING AGREEMENTS AS A SUPPLEMENT THERETO AND SHALL BE IN FULL FORCE AND EFFECT FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 1973, AND CONTINUE IN EFFECT THEREAFTER, SUBJECT TO NOT LESS THAN SEVEN (7) MONTHS' NOTICE IN WRITING (WHICH NOTICE MAY BE SERVED IN 1973 OR IN ANY SUBSEQUENT YEAR) BY ANY CARRIER OR ORGANIZATION PARTY HERETO, OF DESIRE TO CHANGE THIS AGREEMENT AS OF THE END OF THE YEAR IN WHICH THE NOTICE IS SERVED. SUCH NOTICE SHALL SPECIFY THE CHANGES DESIRED AND THE RECIPIENT OF SUCH NOTICE SHALL THEN HAVE A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF THE RECEIPT OF SUCH NOTICE WITHIN WHICH TO SERVE NOTICE SPECIFYING CHANGES WHICH IT OR THEY DESIRE TO MAKE. THEREUPON SUCH PROPOSALS OF THE RESPECTIVE PARTIES SHALL THEREAFTER BE NEGOTIATED AND PROGRESSED CONCURRENTLY TO A CONCLUSION.

(FROM ARTICLES III - VACATIONS - SECTION 2 OF OCTOBER 7, 1971 AND MAY 12, 1972 AGREEMENTS)

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, AUGUST 21, 1954 AGREEMENT)

SHOP CRAFTS NATIONAL HOLIDAY PROVISIONS

THE FOLLOWING REPRESENTS A SYNTHESIS IN ONE DOCUMENT, FOR THE CONVENIENCE OF THE PARTIES, OF THE CURRENT HOLIDAY PROVISIONS OF THE NATIONAL AGREEMENT OF AUGUST 21, 1954, AND AMENDMENTS THERETO PROVIDED IN SUBSEQUENT NATIONAL AGREEMENTS WITH APPROPRIATE SOURCE IDENTIFICATION.

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 INTERPRETATIONS OR APPLICATION OF ANY PROVISION, THE TERMS OF THE APPROPRIATE AGREEMENT SHALL GOVERN.

SECTION 1. SUBJECT TO THE QUALIFYING REQUIREMENTS CONTAINED IN SECTION 3 HEREOF, AND TO THE CONDITIONS HEREINAFTER PROVIDED, EACH HOURLY AND DAILY RATED EMPLOYEE SHALL RECEIVE EIGHT HOURS' PAY AT THE PRO RATA HOURLY RATE FOR EACH OF THE FOLLOWING ENUMERATED HOLIDAYS:

NEW YEAR'S DAY	LABOR DAY
WASHINGTON'S BIRTHDAY	VETERANS DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	CHRISTMAS EVE *
FOURTH OF JULY	CHRISTMAS

PROVIDED THAT ON RAILROADS ON WHICH SOME HOLIDAY OTHER THAN GOOD FRIDAY HAS BEEN SUBSTITUTED, BY AGREEMENT, FOR THE BIRTHDAY HOLIDAY, UNLESS THE EMPLOYEES NOW DESIRE TO HAVE GOOD FRIDAY INCLUDED AS A HOLIDAY IN PLACE OF SUCH HOLIDAY WHICH HAS BEEN SUBSTITUTED FOR THE BIRTHDAY HOLIDAY SUCH SUBSTITUTION WILL CONTINUE EFFECTIVE, AND GOOD FRIDAY WILL BE ELIMINATED FROM THE HOLIDAYS ENUMERATED ABOVE AND FROM THE PROVISIONS OF THIS ARTICLE II WHICH FOLLOW.

(FROM ARTICLE II - HOLIDAYS - SECTIONS 1(A) AND 2(A), OCTOBER 7, 1971 AND MAY 12, 1972 AGREEMENTS AND ARTICLE III - HOLIDAYS - SECTION 2, JUNE 16, 1976 AGREEMENT)

* THE DAY BEFORE CHRISTMAS IS OBSERVED.

(A) HOLIDAY PAY FOR REGULAR ASSIGNED EMPLOYEES SHALL BE AT THE PRO RATA RATE OF THE POSITION TO WHICH ASSIGNED.

(FROM ARTICLE II - HOLIDAYS - SECTION 1(A), SEPTEMBER 2, 1969 AGREEMENT)

(B) FOR OTHER THAN REGULARLY ASSIGNED EMPLOYEES, IF THE HOLIDAY FALLS ON A DAY ON WHICH HE WOULD OTHERWISE BE ASSIGNED TO WORK, HE SHALL, IF CONSISTENT WITH THE REQUIREMENTS OF THE SERVICE, BE GIVEN THE DAY OFF AND RECEIVE EIGHT HOURS' PAY AT THE PRO RATA RATE OF THE POSITION WHICH HE OTHERWISE WOULD HAVE WORKED. IF THE HOLIDAY FALLS ON A DAY OTHER THAN A DAY ON WHICH HE OTHERWISE WOULD HAVE WORKED, HE SHALL RECEIVE EIGHT HOURS' PAY AT THE PRO RATA HOURLY RATE OF THE POSITION ON WHICH COMPENSATION LAST ACCRUED TO HIM PRIOR TO THE HOLIDAY.

(FROM ARTICLE II - HOLIDAYS - SECTION 1(B), SEPTEMBER 2, 1969 AGREEMENT)

(C) SUBJECT TO THE APPLICABLE QUALIFYING REQUIREMENTS IN SECTION 3 HEREOF, OTHER THAN REGULARLY ASSIGNED EMPLOYEES SHALL BE ELIGIBLE FOR THE PAID HOLIDAYS OR PAY IN LIEU THEREOF PROVIDED FOR IN PARAGRAPH (B) ABOVE, PROVIDED (1) COMPENSATION FOR SERVICE PAID HIM BY THE CARRIER IS CREDITED TO 11 OR MORE OF THE 30 CALENDAR DAYS IMMEDIATELY PRECEDING THE HOLIDAY AND (2) HE HAS HAD A SENIORITY DATE FOR AT LEAST 60 CALENDAR DAYS OR HAS 60 CALENDAR DAYS OF CONTINUOUS ACTIVE SERVICE PRECEDING THE HOLIDAY BEGINNING WITH THE FIRST DAY OF COMPENSATED SERVICE PROVIDED EMPLOYMENT WAS NOT TERMINATED PRIOR TO THE HOLIDAY BY RESIGNATION, FOR CAUSE, RETIREMENT, DEATH, NON-COMPLIANCE WITH UNION SHOP AGREEMENT, OR DISAPPROVAL OF APPLICATION FOR EMPLOYMENT.

(FROM ARTICLE II - HOLIDAYS - SECTION 1(C), SEPTEMBER 2, 1969 AGREEMENT)

(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.

(FROM ARTICLE II - HOLIDAYS - SECTION 1(B), SEPTEMBER 2, 1969 AGREEMENT)

SECTION 2(A). MONTHLY RATES, THE HOURLY RATES OF WHICH ARE PREDICATED UPON $169\frac{1}{3}$ 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.

(FROM ARTICLE II - HOLIDAYS - SECTION 2(A), AUGUST 21, 1954 AGREEMENT)

(R) 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.

(FROM ARTICLE II - HOLIDAYS - SECTION 2(B), AUGUST 21, 1954 AGREEMENT)

ARTICLE II, SECTION 6 OF THE AGREEMENT OF AUGUST 21, 1954, WHICH WAS ADDED BY THE AGREEMENT OF NOVEMBER 21, 1964, AND THE AGREEMENT OF FEBRUARY 4, 1965, IS ELIMINATED. HOWEVER, THE ADJUSTMENT IN MONTHLY RATES OF MONTHLY RATED EMPLOYEES WHICH WAS MADE EFFECTIVE

JANUARY 1, 1965, PURSUANT TO ARTICLE II OF THE AGREEMENT OF NOVEMBER 21, 1964, AND THE AGREEMENT OF FEBRUARY 4, 1965, BY ADDING THE EQUIVALENT OF 8 PRO RATA HOURS TO THEIR ANNUAL COMPENSATION (THE MONTHLY RATE MULTIPLIED BY 12) AND DIVIDING THIS SUM BY 12 IN ORDER TO ESTABLISH A NEW MONTHLY RATE, CONTINUES IN EFFECT. EFFECTIVE JANUARY 1, 1972, WEEKLY RATES SHALL BE ADJUSTED BY ADDING THE EQUIVALENT OF 8 PRO RATA HOURS TO THE ANNUAL COMPENSATION AND A NEW WEEKLY RATE ESTABLISHED IN THE SAME MANNER AS UNDER ARTICLE II, SECTION 2 OF THE AUGUST 21, 1954 AGREEMENT. THE HOURLY FACTOR WILL BE CORRESPONDINGLY INCREASED AND OVERTIME RATES WILL BE COMPUTED ACCORDINGLY. THIS ADJUSTMENT WILL NOT APPLY TO ANY WEEKLY RATES OF PAY WHICH MAY HAVE BEEN EARLIER ADJUSTED TO INCLUDE PAY FOR THE BIRTHDAY HOLIDAY.

(FROM ARTICLE II - HOLIDAYS - SECTION 1(D), OCTOBER 7, 1971 AND MAY 12, 1972 AGREEMENTS)

EFFECTIVE JANUARY 1, 1973, THE MONTHLY RATES OF MONTHLY RATED EMPLOYEES SHALL BE ADJUSTED BY ADDING THE EQUIVALENT OF 8 PRO RATA HOURS TO THEIR ANNUAL COMPENSATION (THE MONTHLY RATE MULTIPLIED BY 12) AND THIS SUM SHALL BE DIVIDED BY 12 IN ORDER TO ESTABLISH A NEW MONTHLY RATE. WEEKLY RATES SHALL BE ADJUSTED BY ADDING THE EQUIVALENT OF 8 PRO RATA HOURS TO THE ANNUAL COMPENSATION AND A NEW WEEKLY RATE ESTABLISHED IN THE SAME MANNER AS UNDER ARTICLE II, SECTION 2 OF THE AUGUST 21, 1954 AGREEMENT. THE HOURLY FACTOR WILL BE CORRESPONDINGLY INCREASED AND OVERTIME RATES WILL BE COMPUTED ACCORDINGLY.

(FROM ARTICLE II - HOLIDAYS - SECTION 2(D), OCTOBER 7, 1971 AND MAY 12, 1972 AGREEMENTS)

EFFECTIVE JANUARY 1, 1976, AFTER APPLICATION OF THE COST-OF-LIVING ADJUSTMENT EFFECTIVE THAT DATE, THE MONTHLY RATES OF MONTHLY RATED EMPLOYEES SHALL BE ADJUSTED BY ADDING THE EQUIVALENT OF 8 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. THAT PORTION OF SUCH 8 PRO RATA HOURS' PAY WHICH DERIVES FROM THE COST-OF-LIVING ALLOWANCE WILL NOT BECOME PART OF BASIC RATES OF PAY EXCEPT AS PROVIDED IN ARTICLE II, SECTION 1(D) OF THE AGREEMENTS OF JANUARY 29, 1975, MARCH 12, 1975, AND JUNE 23, 1975. THE SUM OF PRESENTLY EXISTING HOURS PER ANNUM PLUS 8, DIVIDED BY 12, WILL ESTABLISH A NEW HOURLY FACTOR FOR PURPOSES OF APPLYING CENTS-PER-HOUR ADJUSTMENTS IN SUCH MONTHLY RATES OF PAY AND COMPUTING OVERTIME RATES.

A CORRESPONDING ADJUSTMENT SHALL BE MADE IN WEEKLY RATES AND HOURLY FACTORS DERIVED THEREFROM.

(FROM ARTICLE III - HOLIDAYS - SECTION 5, JUNE 16, 1976 AGREEMENT)

SECTION 3. A REGULAR ASSIGNED EMPLOYEE SHALL QUALIFY FOR THE HOLIDAY PAY PROVIDED IN SECTION 1 HEREOF IF COMPENSATION PAID HIM BY THE CARRIER IS CREDITED TO THE WORKDAYS IMMEDIATELY PRECEDING AND FOLLOWING SUCH HOLIDAY OR IF THE EMPLOYEE IS NOT ASSIGNED TO WORK BUT IS AVAILABLE FOR SERVICE ON SUCH DAYS. IF THE HOLIDAY FALLS ON THE LAST DAY OF A REGULARLY ASSIGNED EMPLOYEE'S WORKWEEK, THE FIRST WORKDAY FOLLOWING HIS REST DAYS SHALL BE CONSIDERED THE WORKDAY IMMEDIATELY FOLLOWING. IF THE HOLIDAY FALLS ON THE FIRST WORKDAY OF HIS WORKWEEK, THE LAST WORKDAY OF THE PRECEDING WORKWEEK SHALL BE CONSIDERED THE WORKDAY IMMEDIATELY PRECEDING THE HOLIDAY.

EXCEPT AS PROVIDED IN THE FOLLOWING PARAGRAPH, ALL OTHERS FOR WHOM HOLIDAY PAY IS PROVIDED IN SECTION 1 HEREOF SHALL QUALIFY FOR SUCH HOLIDAY PAY IF ON THE DAY PRECEDING AND THE DAY FOLLOWING THE HOLIDAY THEY SATISFY ONE OR THE OTHER OF THE FOLLOWING CONDITIONS:

- (I) COMPENSATION FOR SERVICE PAID BY THE CARRIER IS CREDITED; OR
- (II) SUCH EMPLOYEE IS AVAILABLE FOR SERVICE.

NOTE: "AVAILABLE" AS USED IN SUBSECTION (II) ABOVE IS INTERPRETED BY THE PARTIES TO MEAN THAT AN EMPLOYEE IS AVAILABLE UNLESS HE LAYS OFF OF HIS OWN ACCORD OR DOES NOT RESPOND TO A CALL, PURSUANT TO THE RULES OF THE APPLICABLE AGREEMENT, FOR SERVICE.

FOR THE PURPOSE OF SECTION 1, OTHER THAN REGULARLY ASSIGNED EMPLOYEES WHO ARE RELIEVING REGULARLY ASSIGNED EMPLOYEES ON THE SAME ASSIGNMENT ON BOTH THE WORKDAY PRECEDING AND THE WORKDAY FOLLOWING THE HOLIDAY WILL HAVE THE WORKWEEK OF THE INCUMBENT OF THE ASSIGNED POSITION AND WILL BE SUBJECT TO THE SAME QUALIFYING REQUIREMENTS RESPECTING SERVICE AND AVAILABILITY ON THE WORKDAYS PRECEDING AND FOLLOWING THE HOLIDAY AS APPLY TO THE EMPLOYEE WHOM HE IS RELIEVING.

NOTE: COMPENSATION PAID UNDER SICK-LEAVE RULES OR PRACTICES WILL NOT BE CONSIDERED AS COMPENSATION FOR PURPOSES OF THIS RULE.

(FROM ARTICLE II - HOLIDAYS - SECTION 2, SEPTEMBER 2, 1969 AGREEMENT)

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.

(FROM ARTICLE III - HOLIDAYS - SECTION 4, JUNE 16, 1976 AGREEMENT)

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.

(FROM ARTICLE II - HOLIDAYS - SECTIONS 1(B) AND 2(C), OCTOBER 7, 1971, AND MAY 12, 1972 AGREEMENTS AND ARTICLE III - HOLIDAYS - SECTION 3(B), JUNE 16, 1976 AGREEMENT)

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, VETERANS DAY, AND TO CHRISTMAS EVE IN THE SAME MANNER AS TO OTHER HOLIDAYS LISTED OR REFERRED TO THEREIN.

(FROM ARTICLE II - HOLIDAYS - SECTIONS 1(C) AND 2(B), OCTOBER 7, 1971, AND MAY 12, 1972 AGREEMENTS AND ARTICLE III - HOLIDAYS - SECTION 3(A), JUNE 16, 1976 AGREEMENT)

(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.

(FROM ARTICLE II - HOLIDAYS - SECTION 1(C), OCTOBER 7, 1971 AND MAY 12, 1972 AGREEMENTS)

(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 WORKDAY, 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.

(FROM ARTICLE II - HOLIDAYS - SECTION
1(C), OCTOBER 7, 1971, AND MAY 12,
1972 AGREEMENTS)

(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.

(FROM ARTICLE II - HOLIDAYS - SECTION
1(C), OCTOBER 7, 1971, AND MAY 12,
1972 AGREEMENTS)

SECTION 6. ARTICLE II, SECTION 6 OF THE
AGREEMENT OF AUGUST 21, 1954, WHICH WAS ADDED
BY THE AGREEMENT OF NOVEMBER 21, 1964, AND
THE AGREEMENT OF FEBRUARY 4, 1965, IS ELIMI-
NATED. --- (SEE SECTION 2 FOR ADDITIONAL
PROVISIONS)

(FROM ARTICLE II - HOLIDAYS - SECTION
1(D), OCTOBER 7, 1971, AND MAY 12,
1972 AGREEMENTS)

SECTION 7. WHEN ANY OF THE TEN RECOG-
NIZED HOLIDAYS ENUMERATED IN SECTION 1 OF
THIS ARTICLE II, OR ANY DAY WHICH BY AGREE-
MENT, OR BY LAW OR PROCLAMATION OF THE STATE
OR NATION, HAS BEEN SUBSTITUTED OR IS
OBSERVED IN PLACE OF ANY OF SUCH HOLIDAYS,
FALLS DURING AN HOURLY OR DAILY RATED
EMPLOYEE'S VACATION PERIOD, HE SHALL, IN
ADDITION TO HIS VACATION COMPENSATION,
RECEIVE THE HOLIDAY PAY PROVIDED FOR THEREIN
PROVIDED HE MEETS THE QUALIFICATION REQUIRE-
MENTS SPECIFIED. THE "WORKDAYS" AND "DAYS"
IMMEDIATELY PRECEDING AND FOLLOWING THE
VACATION PERIOD SHALL BE CONSIDERED THE "WORK-
DAYS" AND "DAYS" PRECEDING AND FOLLOWING THE
HOLIDAY FOR SUCH QUALIFICATION PURPOSES.

(FROM ARTICLE II - HOLIDAYS - SECTIONS
1(E) AND 2(C), OCTOBER 7, 1971, AND
MAY 12, 1972 AGREEMENTS AND ARTICLE
III - HOLIDAYS - SECTION 3(B),
JUNE 16, 1976 AGREEMENT)

APPENDIX 10

NATIONAL AGREEMENTS OF AUGUST 21, 1954
WITH FIFTEEN COOPERATING RAILWAY
LABOR ORGANIZATIONS

* * *

ARTICLE IV - CARRIERS' PROPOSAL NO. 6

ELIMINATE EXISTING RULES, REGULATIONS,
INTERPRETATIONS OR PRACTICES, HOWEVER
ESTABLISHED, WHICH RESTRICT THE RIGHT
OF A CARRIER TO REQUIRE FURLOUGHED
EMPLOYEES TO PERFORM EXTRA AND RELIEF
WORK

THIS PROPOSAL IS DISPOSED OF BY ADOPTION
OF THE FOLLOWING:

1. THE CARRIER SHALL HAVE THE RIGHT TO
USE FURLOUGHED EMPLOYEES TO PERFORM EXTRA
WORK, AND RELIEF WORK ON REGULAR POSITIONS
DURING ABSENCE OF REGULAR OCCUPANTS, PROVIDED
SUCH EMPLOYEES HAVE SIGNIFIED IN THE MANNER
PROVIDED IN PARAGRAPH 2 HEREOF THEIR DESIRE
TO BE SO USED. THIS PROVISION IS NOT
INTENDED TO SUPERSEDE RULES OR PRACTICES
WHICH PERMIT EMPLOYEES TO PLACE THEMSELVES
ON VACANCIES ON PREFERRED POSITIONS IN THEIR
SENIORITY DISTRICTS, IT BEING UNDERSTOOD,
UNDER THESE CIRCUMSTANCES, THAT THE FURLOUGHED
EMPLOYEE WILL BE USED, IF THE VACANCY IS
FILLED, ON THE LAST POSITION THAT IS TO BE
FILLED. THIS DOES NOT SUPERSEDE RULES THAT
REQUIRE THE FILLING OF TEMPORARY VACANCIES.
IT IS ALSO UNDERSTOOD THAT MANAGEMENT RETAINS
THE RIGHT TO USE THE REGULAR EMPLOYEE, UNDER
PERTINENT RULES OF THE AGREEMENT, RATHER THAN
CALL A FURLOUGHED EMPLOYEE.

2. FURLOUGHED EMPLOYEES DESIRING TO BE
CONSIDERED AVAILABLE TO PERFORM SUCH EXTRA
AND RELIEF WORK WILL NOTIFY THE PROPER OFFI-
CER OF THE CARRIER IN WRITING, WITH COPY TO
THE LOCAL CHAIRMAN, THAT THEY WILL BE
AVAILABLE AND DESIRE TO BE USED FOR SUCH WORK.
A FURLOUGHED EMPLOYEE MAY WITHDRAW HIS
WRITTEN NOTICE OF WILLINGNESS TO PERFORM SUCH

WORK AT ANY TIME BEFORE BEING CALLED FOR SUCH SERVICE BY GIVING WRITTEN NOTICE TO THAT EFFECT TO THE PROPER CARRIER OFFICER, WITH COPY TO THE LOCAL CHAIRMAN. IF SUCH EMPLOYEE SHOULD AGAIN DESIRE TO BE CONSIDERED AVAILABLE FOR SUCH SERVICE NOTICE TO THAT EFFECT - AS OUTLINED HEREINABOVE - MUST AGAIN BE GIVEN IN WRITING. FURLOUGHED EMPLOYEES WHO WOULD NOT AT ALL TIMES BE AVAILABLE FOR SUCH SERVICE WILL NOT BE CONSIDERED AVAILABLE FOR EXTRA AND RELIEF WORK UNDER THE PROVISIONS OF THIS RULE. FURLOUGHED EMPLOYEES SO USED WILL NOT BE SUBJECT TO RULES OF THE APPLICABLE COLLECTIVE AGREEMENTS WHICH REQUIRE ADVANCE NOTICE BEFORE REDUCTION OF FORCE.

3. FURLOUGHED EMPLOYEES WHO HAVE INDICATED THEIR DESIRE TO PARTICIPATE IN SUCH EXTRA AND RELIEF WORK WILL BE CALLED IN SENIORITY ORDER FOR THIS SERVICE. WHERE EXTRA LISTS ARE MAINTAINED UNDER THE RULES OF THE APPLICABLE AGREEMENT SUCH EMPLOYEES WILL BE PLACED ON THE EXTRA LIST IN SENIORITY ORDER AND USED IN ACCORDANCE WITH THE RULES OF THE AGREEMENT.

NOTE 1: IN THE APPLICATION OF THIS RULE TO EMPLOYEES WHO ARE REPRESENTED BY THE ORGANIZATIONS AFFILIATED WITH THE RAILWAY EMPLOYEES DEPARTMENT, A.F. OF L., IT SHALL NOT APPLY TO EXTRA WORK.

NOTE 2: EMPLOYEES WHO ARE ON APPROVED LEAVE OF ABSENCE WILL NOT BE CONSIDERED FURLOUGHED EMPLOYEES FOR PURPOSES OF THIS AGREEMENT.

NOTE 3: FURLOUGHED EMPLOYEES SHALL IN NO MANNER BE CONSIDERED TO HAVE WAIVED THEIR RIGHTS TO A REGULAR ASSIGNMENT WHEN OPPORTUNITY THEREFOR ARISES.

THIS RULE SHALL BECOME EFFECTIVE NOVEMBER 1, 1954, EXCEPT ON SUCH CARRIERS AS MAY ELECT TO PRESERVE EXISTING RULES OR PRACTICES AND SO NOTIFY THE AUTHORIZED EMPLOYEE REPRESENTATIVE OR REPRESENTATIVES ON OR BEFORE OCTOBER 1, 1954.

APPENDIX 11

SAMPLE
FORM OF INDENTURE
APPRENTICESHIP AGREEMENT

THIS AGREEMENT, ENTERED IN THIS _____ DAY
OF _____, 19____,
BETWEEN _____
(NAME OF EMPLOYER)
HEREINAFTER REFERRED TO AS THE EMPLOYER, AND

(NAME OF APPRENTICE)
BORN _____
(MONTH) (DAY) (YEAR)
HEREINAFTER REFERRED TO AS APPRENTICE, AND
(IF A MINOR) _____
(NAME OF PARENT OR GUARDIAN)
HEREINAFTER REFERRED TO AS HIS GUARDIAN.

WITNESSETH THAT THE EMPLOYER, THE APPREN-
TICE, AND HIS GUARDIAN DESIRE TO ENTER INTO
AN AGREEMENT OF APPRENTICESHIP AND THEREFOR,
IN CONSIDERATION OF THE PREMISES AND OF THE
MUTUAL COVENANTS HEREIN CONTAINED, DO HEREBY
MUTUALLY COVENANT AND AGREE AS FOLLOWS:

THAT THE EMPLOYER SHALL EMPLOY AND TEACH
THE APPRENTICE THE TRADE OR CRAFT OF _____

IN CONFORMITY WITH THE TERMS AND CONDITIONS
SET FORTH ON THE REVERSE SIDE OF THIS AGREE-
MENT AND MADE A PART HEREOF:

THAT THE APPRENTICE SHALL PERFORM DILI-
GENTLY AND FAITHFULLY THE WORK OF THE TRADE
OR CRAFT DURING THE PERIOD OF APPRENTICESHIP,
IN CONFORMITY WITH THE TERMS AND CONDITIONS
SET FORTH ON THE REVERSE SIDE OF THIS AGREE-
MENT AND MADE A PART HEREOF;

THAT THE GUARDIAN PROMISES THAT THE APPREN-
TICE WILL DULY PERFORM ALL OBLIGATIONS UNDER-
TAKEN HEREIN;

THAT THE APPRENTICESHIP TERM BEGINS ON THE
_____ DAY OF _____, 19____,
AND TERMINATES UPON THE COMPLETION BY THE
APPRENTICE OF _____ PERIODS OF _____ EIGHT
HOUR DAYS OF SERVICE EACH, OVERTIME EXCLUDED,

FOR SAID EMPLOYER IN SAID TRADE OR CRAFT, AS STIPULATED ON THE REVERSE SIDE OF THIS AGREEMENT;

THAT THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE U. P. GENERAL APPRENTICESHIP COMMITTEE AND REGISTRATION BY THE FEDERAL COMMITTEE ON APPRENTICESHIP, APPRENTICE-TRAINING SERVICE, U. S. DEPARTMENT OF LABOR.

THAT EITHER PARTY MAY TERMINATE THE AGREEMENT BY SUBMITTING WRITTEN NOTIFICATION OF TERMINATION TO THE APPROVING AGENCY; BUT, IF SUCH NOTIFICATION IS SUBMITTED AFTER COMPLETION OF THE PROBATIONARY PERIOD (STIPULATED ON THE REVERSE SIDE HEREOF), THE REASONS FOR TERMINATION SHALL BE GIVEN; AND

THAT EITHER PARTY MAY AT ANY TIME CONSULT WITH THE APPROVING AGENCY CONCERNING THE INTERPRETATION OF ANY PART OF THIS AGREEMENT OVER WHICH THERE IS A DIFFERENCE.

IN WITNESS WHEREOF THE PARTIES HEREUNTO SET THEIR HANDS AND SEALS:

(APPRENTICE)

(ADDRESS)

(GUARDIAN)

(EMPLOYER)

By _____
(OFFICER)

(ADDRESS)

APPROVED ON BEHALF OF THE _____

(NAME OF JOINT APPRENTICESHIP COMMITTEE)

BY _____
ON _____, 19____.

REGISTERED BY _____
(NAME OF REGISTRATION AGENCY)

BY _____
ON _____, 19____

(REVERSE SIDE OF APPRENTICESHIP AGREEMENT)

TERMS AND CONDITIONS

1. TERM OF APPRENTICESHIP AND PERIOD OF PROBATION
2. MAJOR PROCESSES IN WHICH THE APPRENTICE IS TO RECEIVE INSTRUCTION AND EXPERIENCE
(UNDER THIS HEADING STATE THE DIFFERENT BRANCHES OF THE TRADE TO BE TAUGHT AND THE APPROXIMATE TIME THE APPRENTICE SHALL WORK AT EACH BRANCH.)
3. GRADUATED SCALE OF WAGES TO BE PAID THE APPRENTICE
4. NUMBER OF HOURS PER DAY AND TOTAL NUMBER OF HOURS PER WEEK TO BE WORKED BY THE APPRENTICE
5. NUMBER OF HOURS OF SCHOOL INSTRUCTION PER YEAR TO BE ATTENDED BY APPRENTICE, AND NAME OF SCHOOL
(144 HOURS PER YEAR IS THE MINIMUM REQUIREMENT.)
6. SPECIAL PROVISIONS
(WRITE HERE ANY TERMS AND CONDITIONS NOT ELSEWHERE STATED IN THIS AGREEMENT.)

UNION PACIFIC RAILROAD COMPANY
MOTIVE POWER & MACHINERY DEPARTMENT
WAGES & LABOR SCHEDULES
RULING No. 1

RULES 55 AND 134, FEDERATED SHOP CRAFTS
AGREEMENT.

OMAHA, NEBR., AUG. 23RD, 1937.

TO ALL CONCERNED:

WE HAVE BEEN CONFRONTED WITH MORE OR
LESS CONFUSION WITH RESPECT TO THE MEANING
OF RULES 55 AND 134 OF THE FEDERATED SHOP
CRAFTS AGREEMENT.

IN ORDER THAT THESE RULES MAY BE APPLIED
IN THE SAME MANNER OVER THE ENTIRE RAILROAD
DESIRE TO CLARIFY THESE RULES AS FOLLOWS:

RULE 55 - COMMONLY KNOWN AS THE
"SCRAPPING RULE," AND MEANS EXACTLY WHAT THE
TERM IMPLIES - CREWS CONSISTING OF SUCH
CLASSIFICATIONS AS HELPERS, LABORERS, ETC.,
MAY BE USED UNDER THE DIRECTION OF A MECHANIC
IN CONNECTION WITH SCRAPPING EQUIPMENT.

RULE 134 - WHICH IS THE "CLASSIFICATION
OF WORK RULE" FOR CARMEN AND GIVES REFERENCE
TO "DISMANTLING" AS USED IN CONNECTION WITH
THE VARIOUS DUTIES OF CARMEN. THE GENERAL
INTERPRETATION OF THE WORD "DISMANTLING" AS
USED IN THIS RULE, IS THAT MECHANICS WILL DO
THE DISMANTLING IN CONNECTION WITH REPAIRS OR
REBUILDING.

GENL. SUPT. MP&M

APPROVED: EXECUTIVE BOARD
SYSTEM FEDERATION No. 105.

~~OFFICIAL~~

UNION PACIFIC RAILROAD COMPANY
MOTIVE POWER & MACHINERY DEPARTMENT
WAGES & LABOR SCHEDULES
RULING NO. 6.

OMAHA, NEBR., OCT. 29, 1937.

RULE 157: FEDERATED SHOP CRAFTS AGREEMENT.

TO ALL CONCERNED:

QUESTION HAS BEEN RAISED WITH RESPECT TO
PROPER RATE OF PAY FOR MAKING REPAIRS TO:

EXPRESS REFRIGERATOR CARS.

PASSENGER CARS USED TEMPORARILY AS DROVER
CARS IN FREIGHT TRAIN SERVICE.

THE ABOVE CLASS OF CARS WILL BE CONSIDERED
"PASSENGER" INSOFAR AS RATE OF PAY FOR REPAIRS
IS CONCERNED AND THE SAME RATE OF PAY WILL
APPLY AS IS NOW BEING APPLIED IN THE CASE OF
REPAIRS TO PASSENGER TRAIN CARS.

1. CAR INSPECTORS WILL BE PAID AT THE
RATE OF PASSENGER CARMEN FOR ACTUAL
TIME WORKED ON REPAIRS TO PASSENGER
CARS SET OUT FOR REPAIRS, AT TER-
MINALS, OR AT THE INITIAL OR FINAL
TERMINALS OF THE PASSENGER CAR RUN.
2. CAR INSPECTORS RATE WILL BE PAID TO
CAR INSPECTORS FOR RUNNING REPAIR WORK
PERFORMED ON THROUGH PASSENGER CARS.

PASSENGER CARS WHICH HAVE BEEN CONVERTED TO
DROVER CARS WILL BE CONSIDERED FREIGHT AND
REPAIRS THERETO WILL BE AT FREIGHT CARMEN'S
RATE, HOWEVER, THIS WILL NOT APPLY TO OTHER
CRAFTS WHO PERFORM WORK ON THE ABOVE EQUIP-
MENT.

GENL. SUPT. MP&M

APPROVED: EXECUTIVE BOARD
SYSTEM FEDERATION No. 105
(CORRECTED EFFECTIVE MAY 1, 1948)

UNION PACIFIC RAILROAD COMPANY
MOTIVE POWER & MACHINERY DEPARTMENT
WAGES & LABOR SCHEDULES

RULING NO. 8.

OMAHA, NEBR., DEC. 23RD, 1937.

RULE 31: FEDERATED SHOP CRAFTS AGREEMENT.

TO ALL CONCERNED:

WITH REFERENCE TO INTERPRETATION OF RULE 31 AS SET FORTH IN "INTERPRETATION AND UNDERSTANDING OF RULES IN THE AGREEMENT BETWEEN THE FEDERATED SHOP CRAFTS AND THE UNION PACIFIC RAILROAD COMPANY, DATED SEPT. 20TH, 1934," THE FOLLOWING WILL FURTHER CLARIFY THIS INTERPRETATION:

IT IS UNDERSTOOD THAT LOCOMOTIVE CARPENTERS COMING UNDER THE CAPTION OF "OTHER CARMEN" OF RULE 31 OF THE AGREEMENT WITH THE FEDERATED SHOP CRAFTS, CAN EXERCISE SENIORITY ACCORDINGLY IN INCREASE OR REDUCTION OF FORCE OR IN THE BULLETINING OF POSITIONS.

IT IS FURTHER UNDERSTOOD THAT THEIR NAMES WILL BE CARRIED WITH THEIR RESPECTIVE DATES AS "OTHER CARMEN" ON THE SENIORITY ROSTER AS SUCH.

GENL. SUPT. MP&M

APPROVED: EXECUTIVE BOARD
SYSTEM FEDERATION No. 105.

APPENDIX 15

UNION PACIFIC RAILROAD COMPANY
MOTIVE POWER & MACHINERY DEPARTMENT
WAGES & LABOR SCHEDULES

RULING NO. 11.

OMAHA, NEBR., DEC. 23RD, 1937.

RULE 31: FEDERATED SHOP CRAFTS AGREEMENT.

TO ALL CONCERNED:

WITH THE ISSUANCE OF THE NEXT SENIORITY ROSTER COVERING MECHANICS, ARRANGE TO SHOW SEPARATELY DISTINGUISHING MARKS AS BETWEEN THOSE WHO COMPLETED THEIR TIME AS REGULAR APPRENTICES AND THOSE WHO COMPLETED THEIR TIME AS HELPER APPRENTICES, MAKING APPROPRIATE FOOTNOTES FOR THOSE WHO SERVED TIME AS REGULAR APPRENTICES AS FOLLOWS:

1. A REGULAR APPRENTICE HAVING COMPLETED HIS APPRENTICESHIP MAY NOT DISPLACE, OR IN ANY MANNER EXERCISE SENIORITY RIGHTS OVER A MECHANIC OF HIS CRAFT WHO HELD SENIORITY AS SUCH AT 12:01 A.M., NOVEMBER 1, 1926, PROVIDED THE MECHANIC HOLDS ONE OR MORE YEARS' SENIORITY AS A MECHANIC ON THE DAY UPON WHICH THE REGULAR APPRENTICE COMPLETES HIS APPRENTICESHIP.

AND FOR HELPER APPRENTICES:

2. A HELPER APPRENTICE HAVING COMPLETED HIS APPRENTICESHIP MAY NOT DISPLACE, OR IN ANY MANNER EXERCISE SENIORITY RIGHTS OVER A MECHANIC OF HIS CRAFT WHO HELD SENIORITY AS SUCH AT 12:01 A.M., NOVEMBER 1, 1926.

ILLUSTRATION:

A REGULAR APPRENTICE WHO GRADUATED ON DECEMBER 1, 1930, WOULD HOLD SENIORITY OVER A MECHANIC HIRED AS SUCH ON DECEMBER 1, 1928, BUT A REGULAR APPRENTICE GRADUATING ON OCTOBER 1, 1929, WOULD NOT HAVE SENIORITY OVER A MECHANIC WHO HELD A DATE AS MECHANIC AS OF NOVEMBER 1, 1926,

PAGE 2

FOR THE REASON THAT THIS MECHANIC WOULD HAVE
ONE OR MORE YEARS' SENIORITY AS SUCH UPON
THE DATE THE REGULAR APPRENTICE WENT OUT OF
HIS TIME ON OCTOBER 1, 1929.

GENL. SUPT. MP&M

APPROVED: EXECUTIVE BOARD
SYSTEM FEDERATION No. 105.

APPENDIX 16

UNION PACIFIC RAILROAD COMPANY
MOTIVE POWER & MACHINERY DEPARTMENT
WAGES & LABOR SCHEDULES
RULING NO. 19.

OMAHA, NEBR., SEPT. 1, 1949.

RULES 11, 59, 61, 73, 75, 96, 98, 109, 110,
111, 113, 122, 123, 124, 126, 134, 136 AND
156: FEDERATED SHOP CRAFTS AGREEMENT.

TO ALL CONCERNED:

THE EMPLOYEES AGREE THAT EVERY MAN'S SKILL AND ABILITY WILL BE UTILIZED TO THE MAXIMUM EXTENT POSSIBLE; THAT THERE WILL BE NO SLOW DOWN OF OPERATIONS; THAT JURISDICTIONAL DISPUTES BETWEEN CRAFT AND CRAFT WILL BE AVOIDED AND IF THEY ARISE THEY WILL BE SETTLED BY ORDERLY PROCESSES.

THE MANAGEMENT AGREES THAT OFFICERS AND SUPERVISORS WILL SEE THAT MATTERS OF WAGES AND WORKING CONDITIONS ARE HANDLED IN STRICT CONFORMITY WITH THE RULES OF THE AGREEMENT; THAT NO CHANGE IN CLASSIFICATION OF POSITIONS OR WORKING CONDITIONS WILL BE MADE WITHOUT PRIOR CONFERENCES WITH THE COMMITTEE; THAT NO WORK WILL BE TRANSFERRED FROM CRAFT TO CRAFT WITHOUT WRITTEN ADVANCE NOTICE OF APPROVAL FROM THE GENERAL CHAIRMEN OF THE CRAFTS CONCERNED; AND THAT OVERTIME WILL BE KEPT TO THE MINIMUM NECESSARY TO MEET THE REQUIREMENTS OF THE SERVICE AND WILL BE APPORTIONED IN A MANNER SATISFACTORY TO THE COMMITTEE. IT IS UNDERSTOOD AND AGREED THAT THE AMOUNT OF OVERTIME TO BE WORKED WILL BE DETERMINED BY THE MANAGEMENT.

THIS AGREED UPON RULING IS PREDICATED UPON THE ADHERENCE BY THE EMPLOYEES AND THE MANAGEMENT TO THE PRINCIPLES OF COOPERATION AND MAY

PAGE 2

BE TERMINATED UPON 30 DAYS NOTICE OF CANCEL-
LATION SERVED BY EITHER PARTY UPON THE OTHER.

GENL. SUPT. MP&M

ACCEPTED: EXECUTIVE BOARD
SYSTEM FEDERATION No. 105.

APPENDIX 17

SAMPLE

UNION PACIFIC RAILROAD COMPANY
STANDARD BULLETIN-NEW POSITIONS & VACANCIES

(LOCATION) - (DATE)

BULLETIN No. _____

THE FOLLOWING POSITION IS HEREBY ADVERTISED FOR BID. EMPLOYEES DESIRING TO MAKE APPLICATION WILL SUBMIT THEIR BID TO THE UNDERSIGNED AND DELIVER COPY OF SUCH APPLICATION DIRECT TO THE LOCAL CHAIRMAN:

POSITION:
LOCATION:
HOURS OF ASSIGNMENT:
REST DAYS:
DAYS ASSIGNED:
RATE OF PAY:
DUTIES:

APPLICATIONS WILL BE ACCEPTED UNTIL
(TIME), (DATE).

(CARRIER REPRESENTATIVE)

CC - (LIST)

POST ON BULLETIN BOARDS:
(LIST)

SAMPLE

UNION PACIFIC RAILROAD COMPANY
STANDARD ASSIGNMENT BULLETIN

(LOCATION) - (DATE)

BULLETIN No. _____

THE FOLLOWING ASSIGNMENT(S) WILL BE EFFECTIVE AT (TIME) ON (DAY), (DATE).

<u>NAME</u>	<u>CLASSIFICATION</u>	<u>LOCATION</u>	<u>HOURS</u>	<u>REST DAYS</u>
-------------	-----------------------	-----------------	--------------	------------------

(CARRIER REPRESENTATIVE)

CC - (LIST)

POST ON BULLETIN BOARDS:
(LIST)

APPENDIX 19

SAMPLE

UNION PACIFIC RAILROAD COMPANY
STANDARD FORCE REDUCTION BULLETIN

(LOCATION) - (DATE)

BULLETIN No. _____

EFFECTIVE AT CLOSE OF SHIFT _____
19____, THE FOLLOWING POSITIONS IN THE _____
DEPARTMENT, (LOCATION)

WILL BE DISCONTINUED:
(LIST POSITIONS DISCONTINUED)

EMPLOYEES AFFECTED AS A RESULT OF THE DIS-
CONTINUANCE OF THE ABOVE POSITIONS MAY EXER-
CISE THEIR SENIORITY RIGHTS IN ACCORDANCE WITH
RULE 27 OF THE SHOP CRAFTS AGREEMENT.

THIS WILL ULTIMATELY RESULT IN FURLOUGH
OF JUNIOR EMPLOYEES, AS FOLLOWS:
(LIST NAMES OF EMPLOYEES LAID OFF)

(CARRIER REPRESENTATIVE)

SAMPLE

UNION PACIFIC RAILROAD COMPANY
STANDARD RECALL LETTER

(LOCATION) - (DATE)

MR. _____

DEAR SIR:

THERE IS A VACANCY OF A _____
AT _____ TO WHICH YOUR SENIORITY
ENTITLES YOU. CONDITIONS REQUIRE THIS
POSITION BE FILLED PROMPTLY.

IN ACCORDANCE WITH PROVISIONS OF THE

AGREEMENT, PLEASE
REPORT TO MY OFFICE ON OR BEFORE _____ A.M. ON
_____, 19____, FOR FURTHER INSTRU-
CTIONS.

FAILURE TO COMPLY WITH PROVISIONS OF THE
ABOVE AGREEMENT WILL RESULT IN YOUR BEING
DROPPED FROM THE SENIORITY ROSTER.

(CARRIER REPRESENTATIVE)

APPENDIX 21

DEPENDENTS HOSPITAL, SURGICAL AND MEDICAL
BENEFITS AND EMPLOYE GROUP LIFE INSURANCE

EMPLOYEES COVERED BY THIS AGREEMENT WERE INCLUDED UNDER THE COVERAGE OF TRAVELERS GROUP POLICY No. GA-23000 EFFECTIVE DECEMBER 1, 1956, AND A SUMMARY OF THESE BENEFITS, WHICH ARE OUTLINED IN BOOKLET FORM, ARE ISSUED PERIODICALLY BY THE TRAVELERS INSURANCE COMPANY.

PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

NATIONAL AGREEMENTS DATED OCTOBER 7, 1971
AND MAY 12, 1972

ARTICLE IV

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:

(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	\$100,000
LOSS OF BOTH HANDS	100,000
LOSS OF BOTH FEET	100,000
LOSS OF SIGHT OF BOTH EYES	100,000
LOSS OF ONE HAND AND ONE FOOT	100,000
LOSS OF ONE HAND AND SIGHT OF ONE EYE	100,000
LOSS OF ONE FOOT AND SIGHT OF ONE EYE	100,000
LOSS OF ONE HAND OR ONE FOOT OR SIGHT OF ONE EYE	50,000

"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.

NOT MORE THAN \$100,000 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 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 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 \$100.00 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 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.

(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 BAR 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 _____ (DATE) _____.

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 AGREEMENT OF _____ (DATE),

(EMPLOYEE OR PERSONAL REPRESENTATIVE) AGREES TO BE GOVERNED BY ALL OF THE CONDITIONS AND PROVISIONS SAID AND SET FORTH BY ARTICLE IV."

SAVINGS CLAUSE

THIS ARTICLE IV SUPERSEDES AS OF _____ (DATE), 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 _____ (DATE), ELECT TO PRESERVE IN ITS ENTIRETY AN EXISTING AGREEMENT PROVIDING ACCIDENT BENEFITS OF THE TYPE PROVIDED IN THIS ARTICLE IV IN LIEU OF THIS ARTICLE IV.

APPENDIX 23

SUPPLEMENTAL SICKNESS BENEFIT
PLAN

EMPLOYEES COVERED BY THIS AGREEMENT ARE COVERED BY A SUPPLEMENTAL SICKNESS BENEFIT PLAN, EFFECTIVE JULY 1, 1973, AND A SUMMARY OF THE PLAN, WHICH IS OUTLINED IN BOOKLET FORM, IS ISSUED BY PROVIDENT LIFE AND ACCIDENT INSURANCE COMPANY OF CHATTANOOGA, TENNESSEE.

EMPLOYEE AND DEPENDENT COVERAGE
UNDER NATIONAL DENTAL PLAN

EMPLOYEES COVERED BY THIS AGREEMENT ARE INCLUDED IN NATIONAL DENTAL PLAN EFFECTIVE MARCH 1, 1976, AND BENEFITS ARE SET FORTH IN NATIONAL AGREEMENTS DATED JANUARY 29, 1975, MARCH 12, 1975, DECEMBER 4, 1975, AND IN BOOKLET FORM ISSUED BY AETNA LIFE INSURANCE COMPANY, OF HARTFORD, CONNECTICUT.

APPENDIX 25

EMPLOYEE INFORMATION

COMMENCING IN (DATE) 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 CAN NOT MEET THE 30-DAY REQUIREMENT, THE MATTER WILL BE WORKED OUT WITH THE GENERAL CHAIRMAN.

COST-OF-LIVING ADJUSTMENT

THE PROVISIONS OF JANUARY 29, 1975, MARCH 12, 1975, AND DECEMBER 4, 1975 NATIONAL AGREEMENTS SET FORTH THE APPLICATION OF COST-OF-LIVING ADJUSTMENTS. THE FOLLOWING IS A REPRODUCTION OF ARTICLE II OF THE DECEMBER 4, 1975 AGREEMENT.

ARTICLE II

SECTION 1 - AMOUNTS AND EFFECTIVE DATES OF COST-OF-LIVING ADJUSTMENTS

(A) COST-OF-LIVING ADJUSTMENTS WILL BE DETERMINED FROM THE "CONSUMER PRICE INDEX - UNITED STATES CITY AVERAGE FOR URBAN WAGE EARNERS AND CLERICAL WORKERS - ALL ITEMS - UNADJUSTED" (1967 = 100) AS PUBLISHED BY THE BUREAU OF LABOR STATISTICS, U. S. DEPARTMENT OF LABOR, AND HEREINAFTER REFERRED TO AS THE BLS CONSUMER PRICE INDEX. THE FIRST COST-OF-LIVING ADJUSTMENT SHALL BE MADE EFFECTIVE JANUARY 1, 1976 BASED ON THE BLS CONSUMER PRICE INDEX FOR SEPTEMBER 1975 AS COMPARED WITH THE BASE INDEX OF 157.8 FOR MARCH 1975. FURTHER COST-OF-LIVING ADJUSTMENTS SHALL BE MADE EFFECTIVE THE FIRST DAY OF EACH SIXTH MONTH THEREAFTER BASED ON THE BLS CONSUMER PRICE INDEXES FOR THE RESPECTIVE MONTHS SHOWN IN THE FOLLOWING TABLE, AS PROVIDED IN PARAGRAPHS (F) AND (G):

<u>BLS CONSUMER PRICE INDEX FOR</u>	<u>EFFECTIVE DATE OF ADJUSTMENT</u>
SEPTEMBER 1975	JANUARY 1, 1976
MARCH 1976	JULY 1, 1976
SEPTEMBER 1976	JANUARY 1, 1977
MARCH 1977	JULY 1, 1977

(B) WHILE A COST-OF-LIVING ALLOWANCE IS IN EFFECT, SUCH COST-OF-LIVING ALLOWANCE WILL APPLY TO STRAIGHT-TIME, OVERTIME, VACATIONS, AND HOLIDAYS, AND TO SPECIAL ALLOWANCES AND ARBITRARIES, IN THE SAME MANNER AS BASIC

WAGE ADJUSTMENTS HAVE BEEN APPLIED IN THE PAST.

(c) THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE, IF ANY, WHICH WILL BE EFFECTIVE FROM ONE ADJUSTMENT DATE TO THE NEXT MAY BE EQUAL TO, OR GREATER OR LESS THAN, THE COST-OF-LIVING ALLOWANCE IN EFFECT IN THE PRECEDING ADJUSTMENT PERIOD.

(d)(i) EFFECTIVE DECEMBER 31, 1976, 75 PERCENT OF THE COST-OF-LIVING ALLOWANCE THEN PAYABLE WILL BE INCORPORATED INTO BASIC RATES OF PAY FOR ALL PURPOSES, AND THE COST-OF-LIVING ALLOWANCE WILL BE REDUCED BY 75 PERCENT.

(ii) EFFECTIVE JUNE 30, 1977, THE REMAINDER OF THE COST-OF-LIVING ALLOWANCE RESULTING FROM APPLICATION OF PARAGRAPH (d)(i), LESS THE AMOUNT OF ANY DOWNWARD ADJUSTMENT IN THE COST-OF-LIVING ALLOWANCE EFFECTIVE JANUARY 1, 1977 BY REASON OF A DECLINE IN THE BLS CONSUMER PRICE INDEX, WILL BE INCORPORATED INTO BASIC RATES OF PAY FOR ALL PURPOSES, AND THE COST-OF-LIVING ALLOWANCE WILL BE REDUCED COMMENSURATELY.

(iii) EFFECTIVE DECEMBER 31, 1977, 50 PERCENT OF THE COST-OF-LIVING ALLOWANCE THEN PAYABLE WILL BE INCORPORATED INTO BASIC RATES OF PAY FOR ALL PURPOSES, AND THE COST-OF-LIVING ALLOWANCE WILL BE REDUCED BY 50 PERCENT.

(e) THE CUMULATIVE AMOUNT OF THE COST-OF-LIVING ALLOWANCE WHICH MAY BE IN EFFECT AT ANY TIME SHALL NOT EXCEED THE MAXIMUM AMOUNT SHOWN IN THE FOLLOWING TABLE:

<u>ADJUSTMENT DATE</u>	<u>MAXIMUM CUMULATIVE ALLOWANCE</u>
JANUARY 1, 1976	12 CENTS PER HOUR
JULY 1, 1976	28 CENTS PER HOUR
JANUARY 1, 1977	45 CENTS PER HOUR, AS ADJUSTED BY NOTE 1.
JULY 1, 1977	68 CENTS PER HOUR, AS ADJUSTED BY NOTE 2.

NOTE 1 - LESS 75 PERCENT OF THE ALLOWANCE WHICH HAD BEEN PAYABLE AS OF DECEMBER 31, 1976 PRIOR TO APPLICATION OF PARAGRAPH (d)(i).

NOTE 2 - LESS THE ENTIRE AMOUNT OF THE ALLOWANCE PAYABLE AS OF DECEMBER 31, 1976 WHICH WAS INCORPORATED INTO BASIC RATES PURSUANT TO PARAGRAPHS (D)(I) AND (D)(II).

(F)(I) THE COST-OF-LIVING ALLOWANCE EFFECTIVE JANUARY 1, 1976, JULY 1, 1976, AND JANUARY 1, 1977 WILL BE ONE CENT PER HOUR FOR EACH FULL FOUR-TENTHS POINT BY WHICH THE BLS CONSUMER PRICE INDEX FOR THE RESPECTIVE MONTH SHOWN IN THE FIRST COLUMN OF PARAGRAPH (A) EXCEEDS THE BASE INDEX OF 157.8 FOR MARCH 1975, BUT WILL NOT BE MORE THAN THE MAXIMUM AMOUNT FOR THE RESPECTIVE DATE SHOWN IN PARAGRAPH (E).

THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE PAYABLE PRIOR TO JANUARY 1, 1977 WILL BE AS SHOWN IN THE FOLLOWING TABLE:

<u>BLS CONSUMER PRICE INDEX</u>		<u>COST-OF-LIVING ALLOWANCE</u>
158.1	OR LESS	NONE
158.2	AND LESS THAN 158.6	1 CENT PER HOUR
158.6	AND LESS THAN 159.0	2 CENTS PER HOUR
159.0	AND LESS THAN 159.4	3 CENTS PER HOUR
159.4	AND LESS THAN 159.8	4 CENTS PER HOUR
159.8	AND LESS THAN 160.2	5 CENTS PER HOUR
160.2	AND LESS THAN 160.6	6 CENTS PER HOUR
160.6	AND LESS THAN 161.0	7 CENTS PER HOUR
161.0	AND LESS THAN 161.4	8 CENTS PER HOUR
161.4	AND LESS THAN 161.8	9 CENTS PER HOUR
161.8	AND LESS THAN 162.2	10 CENTS PER HOUR
162.2	AND LESS THAN 162.6	11 CENTS PER HOUR
162.6	AND LESS THAN 163.0	12 CENTS PER HOUR
		(MAXIMUM ALLOWANCE EFFECTIVE JAN. 1, 1976-BASED ON SEPT. 1975 CPI)
163.0	AND LESS THAN 163.4	13 CENTS PER HOUR
163.4	AND LESS THAN 163.8	14 CENTS PER HOUR
163.8	AND LESS THAN 164.2	15 CENTS PER HOUR
164.2	AND LESS THAN 164.6	16 CENTS PER HOUR
164.6	AND LESS THAN 165.0	17 CENTS PER HOUR
165.0	AND LESS THAN 165.4	18 CENTS PER HOUR
165.4	AND LESS THAN 165.8	19 CENTS PER HOUR
165.8	AND LESS THAN 166.2	20 CENTS PER HOUR
166.2	AND LESS THAN 166.6	21 CENTS PER HOUR
166.6	AND LESS THAN 167.0	22 CENTS PER HOUR

<u>BLS CONSUMER PRICE INDEX</u>	<u>COST-OF-LIVING ALLOWANCE</u>
167.0 AND LESS THAN 167.4	23 CENTS PER HOUR
167.4 AND LESS THAN 167.8	24 CENTS PER HOUR
167.8 AND LESS THAN 168.2	25 CENTS PER HOUR
168.2 AND LESS THAN 168.6	26 CENTS PER HOUR
168.6 AND LESS THAN 169.0	27 CENTS PER HOUR
169.0 OR OVER	28 CENTS PER HOUR

(MAXIMUM ALLOWANCE EFFECTIVE JULY 1, 1976-BASED ON MARCH 1976 CPI)

(ii) IN DETERMINING THE COST-OF-LIVING ALLOWANCE EFFECTIVE JANUARY 1, 1977, THERE WILL BE DEDUCTED FROM THE AMOUNT DETERMINED UNDER PARAGRAPH (F)(I) ABOVE 75 PERCENT OF THE COST-OF-LIVING ALLOWANCE WHICH HAD BEEN PAYABLE AS OF DECEMBER 31, 1976 PRIOR TO APPLICATION OF PARAGRAPH (D)(I).

NOTE: AS SOON AS THE BLS CONSUMER PRICE INDEX FOR MARCH 1976 BECOMES AVAILABLE, A TABLE WILL BE PREPARED SHOWING THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE WHICH WILL REMAIN AFTER APPLICATION OF PARAGRAPH (D)(I), AND THE AMOUNT WHICH WILL BE PAYABLE EFFECTIVE JANUARY 1, 1977, FOR EACH BLS CONSUMER PRICE INDEX FIGURE.

(g) THE COST-OF-LIVING ALLOWANCE EFFECTIVE JULY 1, 1977 WILL BE THE ALLOWANCE EFFECTIVE JANUARY 1, 1977, INCREASED BY ONE CENT PER HOUR FOR EACH FULL THREE-TENTHS POINT BY WHICH THE BLS CONSUMER PRICE INDEX FOR MARCH 1977 EXCEEDS SUCH INDEX FOR SEPTEMBER 1976. IF THE BLS CONSUMER PRICE INDEX FOR MARCH 1977 IS LESS THAN SUCH INDEX FOR SEPTEMBER 1976, THE COST-OF-LIVING ALLOWANCE EFFECTIVE JULY 1, 1977 WILL BE THE ALLOWANCE EFFECTIVE JANUARY 1, 1977, REDUCED BY ONE CENT PER HOUR FOR EACH FULL THREE-TENTHS POINT BY WHICH THE BLS CONSUMER PRICE INDEX FOR MARCH 1977 IS LESS THAN SUCH INDEX FOR SEPTEMBER 1976. IF THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE WHICH BECAME EFFECTIVE JANUARY 1, 1977 WAS LIMITED BY OPERATION OF THE 45-CENT MAXIMUM IN PARAGRAPH (E) ABOVE, THE INCREASE OR RE-

ADJUSTMENT WILL BE APPLIED TO THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE WHICH WOULD HAVE BECOME EFFECTIVE JANUARY 1, 1977 IN THE ABSENCE OF SUCH 45-CENT MAXIMUM. IN ANY EVENT THE COST-OF-LIVING ALLOWANCE EFFECTIVE JULY 1, 1977 WILL NOT BE MORE THAN 68 CENTS PER HOUR LESS THE ENTIRE AMOUNT OF THE ALLOWANCE PAYABLE AS OF DECEMBER 31, 1976 WHICH WAS INCORPORATED INTO BASIC RATES PURSUANT TO PARAGRAPHS (D)(I) AND (D)(II).

NOTE: AS SOON AS THE BLS CONSUMER PRICE INDEX FOR SEPTEMBER 1976 BECOMES AVAILABLE, A TABLE WILL BE PREPARED SHOWING THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE EFFECTIVE JULY 1, 1977 FOR EACH BLS CONSUMER PRICE INDEX FIGURE.

(H) CONTINUANCE OF THE COST-OF-LIVING ADJUSTMENT IS DEPENDENT UPON THE AVAILABILITY OF THE OFFICIAL MONTHLY BLS CONSUMER PRICE INDEX IN ITS PRESENT FORM AND CALCULATED ON THE SAME BASIS AS THE INDEX FOR MARCH 1975, EXCEPT THAT, IF THE BUREAU OF LABOR STATISTICS, U. S. DEPARTMENT OF LABOR, SHOULD DURING THE EFFECTIVE PERIOD OF THIS AGREEMENT REVISE OR CHANGE THE METHODS OR BASIC DATA USED IN CALCULATING THE BLS CONSUMER PRICE INDEX IN SUCH A WAY AS TO AFFECT THE DIRECT COMPARABILITY OF SUCH REVISED OR CHANGED INDEX WITH THE INDEX FOR MARCH 1975 OR THE INDEX FOR SEPTEMBER 1976, THEN THAT BUREAU SHALL BE REQUESTED TO FURNISH A CONVERSION FACTOR DESIGNED TO ADJUST THE REVISED INDEX TO THE BASIS OF THE INDEX(ES) FOR MARCH 1975 AND/OR SEPTEMBER 1976, DESCRIBED IN PARAGRAPH (A) OF THIS SECTION 1.

SECTION 2 - APPLICATION OF COST-OF-LIVING ADJUSTMENTS

IN APPLICATION OF THE COST-OF-LIVING ADJUSTMENTS PROVIDED FOR BY SECTION 1 OF THIS ARTICLE II, THE COST-OF-LIVING ALLOWANCE WILL NOT BECOME PART OF BASIC RATES OF PAY EXCEPT AS PROVIDED IN SECTION 1(D). SUCH ALLOWANCE WILL BE APPLIED AS FOLLOWS:

(A) HOURLY RATES - ADD THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE TO THE HOURLY

RATE OF PAY PRODUCED BY APPLICATION OF ARTICLE I AND BY SECTION 1(D) OF THIS ARTICLE II.

(B) DAILY RATES - DETERMINE THE EQUIVALENT HOURLY RATE BY DIVIDING THE ESTABLISHED DAILY RATE BY THE NUMBER OF HOURS COMPREHENDED BY THE DAILY RATE. THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE MULTIPLIED BY THE NUMBER OF HOURS COMPREHENDED BY THE DAILY RATE SHALL BE ADDED TO THE DAILY RATE PRODUCED BY APPLICATION OF ARTICLE I AND BY SECTION 1(D) OF THIS ARTICLE II.

(C) WEEKLY RATES - DETERMINE THE EQUIVALENT HOURLY RATE BY DIVIDING THE ESTABLISHED WEEKLY RATE BY THE NUMBER OF HOURS COMPREHENDED BY THE WEEKLY RATE. THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE MULTIPLIED BY THE NUMBER OF HOURS COMPREHENDED BY THE WEEKLY RATE SHALL BE ADDED TO THE WEEKLY RATE PRODUCED BY APPLICATION OF ARTICLE I AND BY SECTION 1(D) OF THIS ARTICLE II.

(D) MONTHLY RATES - DETERMINE THE EQUIVALENT HOURLY RATE BY DIVIDING THE ESTABLISHED MONTHLY RATE BY THE NUMBER OF HOURS COMPREHENDED BY THE MONTHLY RATE. THE AMOUNT OF THE COST-OF-LIVING ALLOWANCE MULTIPLIED BY THE NUMBER OF HOURS COMPREHENDED BY THE MONTHLY RATE SHALL BE ADDED TO THE MONTHLY RATE PRODUCED BY APPLICATION OF ARTICLE I AND BY SECTION 1(D) OF THIS ARTICLE II.

(E) PIECE WORK - ADJUSTMENT OF PIECE-WORK RATES OF PAY SHALL BE BASED ON THE AMOUNT OF INCREASE APPLICABLE TO THE BASIC HOURLY RATE FOR THE CLASS OF WORK PERFORMED. WHERE PIECE-WORK RATES OF PAY ARE IN EFFECT ON CARRIERS HAVING SPECIAL RULES AS TO THE APPLICATION OF ANY INCREASE, OR DECREASE, IN SUCH RATES, SUCH RULES SHALL APPLY.

(F) APPLICATION OF WAGE INCREASES - THE INCREASES IN WAGES PRODUCED BY APPLICATION OF THE COST-OF-LIVING ALLOWANCES SHALL BE COMPUTED IN ACCORDANCE WITH THE WAGE OR WORKING CONDITIONS AGREEMENT IN EFFECT BETWEEN EACH CARRIER AND EACH LABOR ORGANIZATION PARTY HERETO. SPECIAL ALLOWANCES NOT INCLUDED IN FIXED DAILY, WEEKLY OR MONTHLY RATES OF PAY FOR ALL SERVICES RENDERED WILL NOT BE INCREASED.

MEMORANDUM OF AGREEMENT

BETWEEN THE

UNION PACIFIC RAILROAD COMPANY
MOTIVE POWER AND MACHINERY DEPARTMENT

AND THE

BROTHERHOOD RAILWAY CARMEN OF THE UNITED
STATES AND CANADA

* * * * *

THE RULES, REGULATIONS AND PROCEDURES FOR HANDLING BILLING FOR REPAIR WORK UNDER THE INTERCHANGE RULES OF THE ASSOCIATION OF AMERICAN RAILROADS HAVE BECOME INCREASINGLY COMPLEX AND IN AN EFFORT TO RETAIN QUALIFIED EMPLOYEES ON ASSIGNMENTS INVOLVING AAR WRITE-UP WORK AND AS AN INCENTIVE TO ASSURE THE FUTURE ASSIGNMENT OF QUALIFIED EMPLOYEES TO THESE POSITIONS--IT IS AGREED:

SECTION 1. ALL EMPLOYEES REGULARLY ASSIGNED TO POSITIONS CLASSIFIED AS AAR WRITE-UP MEN OR WHOSE DUTIES REQUIRE THE PREPARATION OF BILLING FOR REPAIR WORK UNDER THE INTERCHANGE RULES OF THE ASSOCIATION OF AMERICAN RAILROADS SHALL RECEIVE TEN (10) CENTS PER HOUR ABOVE THE MINIMUM RATE PAID CARMEN FREIGHT AT POINT EMPLOYED, WHICH SHALL BE IN ADDITION TO ANY OTHER DIFFERENTIAL RATE OF PAY TO WHICH THE EMPLOYEE MAY OTHERWISE BE QUALIFIED TO RECEIVE UNDER EXISTING AGREEMENT PROVISIONS.

SECTION 2. (A) APPLICATIONS FOR NEW POSITIONS OR VACANCIES FOR AAR WRITEUP MEN WILL BE REVIEWED BY THE MASTER MECHANIC, SHOP SUPERINTENDENT OR THEIR DESIGNATED REPRESENTATIVE AND THE LOCAL CHAIRMAN AND THE ASSIGNMENT WILL BE MADE ON THE BASIS OF QUALIFICATIONS AND SENIORITY, SUBJECT ONLY TO THE PROVISIONS OF RULE 35 OF THE SCHEDULE AGREEMENT.

(b) APPLICATIONS RECEIVED FROM EMPLOYES DESIRING TO EXERCISE DISPLACEMENT RIGHTS ON POSITIONS OF AAR WRITEUP MEN WILL BE CONSIDERED BY THE MASTER MECHANIC, SHOP SUPERINTENDENT OR THEIR DESIGNATED REPRESENTATIVE AND THE LOCAL CHAIRMAN AND APPROVED ON THE BASIS OF QUALIFICATIONS AND SENIORITY, SUBJECT ONLY TO THE PROVISIONS OF RULE 35 OF THE SCHEDULE AGREEMENT.

SECTION 3. THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE 1ST DAY OF THE MONTH FOLLOWING THE MONTH IN WHICH APPROVAL IS RECEIVED AS SPECIFIED IN SECTION 4 HEREOF, AND SHALL REMAIN IN EFFECT UNTIL CHANGED OR MODIFIED IN ACCORDANCE WITH THE PROVISIONS OF THE RAILWAY LABOR ACT, AS AMENDED.

SECTION 4. THE TERMS OF THIS AGREEMENT ARE SUBJECT TO AND WILL BE APPLIED ONLY INsofar AS PERMITTED BY FEDERAL LAWS AND/OR REGULATIONS AND ARE SUBJECT TO REVIEW BY THE PAY BOARD ESTABLISHED BY EXECUTIVE ORDER No. 11627 OR ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE APPLICATION AND ENFORCEMENT OF SAID TERMS.

SIGNED AT OMAHA, NEBRASKA, THIS 12TH DAY OF JANUARY, 1973.

BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA

By /s/ H. L. BUCKLEY
GENERAL CHAIRMAN

UNION PACIFIC RAILROAD COMPANY

By /s/ F. D. ACORD
CHIEF MECHANICAL OFFICER

WRECKING SERVICE

NATIONAL AGREEMENT OF DECEMBER 4, 1975 WITH INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS, THE BROTHERHOOD RAILWAY CARMEN OF THE UNITED STATES AND CANADA, AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

ARTICLE VII

1. WHEN PURSUANT TO RULES OR PRACTICES, A CARRIER UTILIZES THE EQUIPMENT OF A CONTRACTOR (WITH OR WITHOUT FORCES) FOR THE PERFORMANCE OF WRECKING SERVICE, A SUFFICIENT NUMBER OF THE CARRIER'S ASSIGNED WRECKING CREW, IF REASONABLY ACCESSIBLE TO THE WRECK, WILL BE CALLED (WITH OR WITHOUT THE CARRIER'S WRECKING EQUIPMENT AND ITS OPERATORS) TO WORK WITH THE CONTRACTOR. THE CONTRACTOR'S GROUND FORCES WILL NOT BE USED, HOWEVER, UNLESS ALL AVAILABLE AND REASONABLY ACCESSIBLE MEMBERS OF THE ASSIGNED WRECKING CREW ARE CALLED. THE NUMBER OF EMPLOYEES ASSIGNED TO THE CARRIER'S WRECKING CREW FOR PURPOSES OF THIS RULE WILL BE THE NUMBER ASSIGNED AS OF THE DATE OF THIS AGREEMENT.

NOTE: IN DETERMINING WHETHER THE CARRIER'S ASSIGNED WRECKING CREW IS REASONABLY ACCESSIBLE TO THE WRECK, IT WILL BE ASSUMED THAT THE GROUND MEN OF THE WRECKING CREW ARE CALLED AT APPROXIMATELY THE SAME TIME AS THE CONTRACTOR IS INSTRUCTED TO PROCEED TO THE WORK.

2. THIS ARTICLE SHALL BECOME EFFECTIVE 75 DAYS AFTER THE EFFECTIVE DATE OF THIS AGREEMENT EXCEPT ON SUCH ROADS AS THE GENERAL CHAIRMAN OF THE CARMEN ELECTS TO PRESERVE EXISTING RULES IN THEIR ENTIRETY AND SO NOTIFIES THE CARRIER WITHIN 45 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT. WHERE THIS ARTICLE DOES BECOME EFFECTIVE, IT MODIFIES EXISTING RULES ONLY TO THE EXTENT SPECIFICALLY PROVIDED IN THIS ARTICLE.



Michael D. Phillips
Director

June 25, 2007

230-20

Mr. Vic Janecek
General Chairman IBEW
620 North Custer
North Platte, NE 69101

Dear Sir:

This letter is to confirm our discussions regarding the application of Rule 20 of the collective bargaining agreement dated November 1, 1976 when an employee assigned to the mechanical department requests to transfer to the engineering department, and vice versa.

As we discussed, when both the mechanical department location in question and the engineering department location are governed by the November 1, 1976 agreement, the parties understand that an employee may make request to transfer between departments pursuant to Rule 20 thereof. Moreover, such transfer request is subject to the approval process applicable to any other Rule 20 transfers.

If the foregoing accurately sets forth our understanding, please indicate your concurrence in the space provided below.

Yours truly,

A handwritten signature in cursive script that reads "Michael D. Phillips".

Michael D. Phillips
Director Labor Relations

I concur:

A handwritten signature in cursive script that reads "Vic Janecek".
General Chairman IBEW

Date: 6-29-07

AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will

be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on the day after Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)

- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

**FOR THE:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**



GENERAL CHAIRMAN, IBEW

**FOR THE:
UNION PACIFIC RAILROAD**



GENERAL DIRECTOR LABOR RLNS

AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will

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- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

**FOR THE:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**



GENERAL CHAIRMAN, IBEW

**FOR THE:
UNION PACIFIC RAILROAD**



GENERAL DIRECTOR LABOR RLNS



Andrea Gansen
General Director

August 27, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreement dated February 1, 2007, establishing monthly-rated Electrician-Road positions to provide certain servicing, inspecting, repairing, and maintenance to locomotives.


The Carrier intends to establish up to three (3) such monthly rated positions at Memphis, Tennessee. For those positions, the following conditions are understood and agreed to between the parties, in addition to the Letter Agreement dated February 1, 2007:

1. The positions established pursuant to this Agreement shall be filled first by qualified electricians currently working at North Little Rock, Arkansas. In the event no electricians from North Little Rock bid on such positions, then the positions may be filled by qualified electricians from the balance of the system.
2. Electricians bidding and assigned to Memphis will continue to retain and accrue seniority at the home point from which transferred. Such electricians may not return to the point from which transferred unless they are no longer able to hold Electrician-Road position at the outlying location assigned. At such time they shall be allowed to exercise seniority upon returning to the home point. When seniority is exercised to the home point, the electrician will relinquish any rights to the above outlying point to which assigned.
3. Qualified electricians at the home points shall not be permitted to displace electricians assigned to Memphis unless they are no longer able to hold a position at home point location. It is further understood, that if no bids are received on positions identified above, electricians from their home point will not be force assigned to the monthly rated Electrician Road positions established pursuant to this Agreement.
4. Electricians assigned to Memphis will not establish nor accrue seniority at the above point, nor will they lose any seniority at the home point from which transferred.

5. Electricians assigned to the Electrician-Road positions at Memphis will be allowed reasonable actual and necessary expenses for meals and lodging for the first fifteen (15) calendar days subsequent to their assignment, commencing on the date the electrician is released from the home point. This will not supersede the February 1, 2007 Agreement allowing for expenses while away from the point of their assignment.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,



AGREED:



GENERAL CHAIRMAN, IBEW



Andrea Gansen
General Director

August 30, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

A handwritten signature in cursive script, appearing to read "Andrea Gansen".

AGREED:

A handwritten signature in cursive script, appearing to read "Jim Wisniski".
GENERAL CHAIRMAN, IBEW



Andrea Gansen
General Director

August 27, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

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1. The positions established pursuant to this Agreement shall be filled first by qualified electricians currently working at North Little Rock, Arkansas. In the event no electricians from North Little Rock bid on such positions, then the positions may be filled by qualified electricians from the balance of the system.
2. Electricians bidding and assigned to Memphis will continue to retain and accrue seniority at the home point from which transferred. Such electricians may not return to the point from which transferred unless they are no longer able to hold Electrician-Road position at the outlying location assigned. At such time they shall be allowed to exercise seniority upon returning to the home point. When seniority is exercised to the home point, the electrician will relinquish any rights to the above outlying point to which assigned.
3. Qualified electricians at the home points shall not be permitted to displace electricians assigned to Memphis unless they are no longer able to hold a position at home point location. It is further understood, that if no bids are received on positions identified above, electricians from their home point will not be force assigned to the monthly rated Electrician Road positions established pursuant to this Agreement.
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Andrea Gansen
General Director

August 30, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

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AGREED:

A handwritten signature in cursive script, appearing to read "Jim Wisniski".
GENERAL CHAIRMAN, IBEW