

## AGREEMENT

Between the

TERMINAL RAILROAD  
ASSOCIATION OF ST. LOUIS

and

SYSTEM FEDERATION No. 25  
RAILWAY EMPLOYEES' DEPARTMENT  
A. F. of L.

### Composed of

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

It is understood and agreed that the rules and rates of pay herein provided will apply to all classes of employees represented by System Federation No. 25 in the various departments of the railroad to whom the present rates of pay and rules governing employment are at present applied.

At present, in addition to employees in the Mechanical and Car Departments, System Federation No. 25 represents the following:

Maintenance of Way  
Department,  
(except Signal  
Department):

Electricians,  
Machinists,  
Track Welders,  
Track Welder Operators,  
Sheet Metal Workers,  
Pipefitters,  
Water Service Men,  
Plumbers,  
Their Helpers and  
Apprentices.

Stores Department,  
Reclaim-Scrap Yard: Carman Helper.

## PREAMBLE

The following principles are recognized and concurred in by the parties hereto:

An obligation rests upon management, upon each organization of employees and upon each employee to render honest, efficient and economical service to the carrier serving the public.

The spirit of cooperation between management and employees being essential to efficient operation, both parties will so conduct themselves as to promote this spirit.

Management having the responsibility for safe, efficient and economical operation, the rules will not be subversive of necessary discipline.

## RULE 1 HOURS OF SERVICE

An eight (8) hour period, exclusive of the lunch period, under provisions hereinafter set out, shall be the regular work day. Forty-eight (48) hours, exclusive of Sundays (except in a week where a holiday occurs), under provisions hereinafter set out, shall be the regular straight time work week. The work day and work week hours of all jobs, including seven day assignments, shall be bulletined.

The work week hours may be reduced to forty (40) if agreeable to the Company and System Federation No. 25.

Except as otherwise provided, or as hereafter may be legally established between the carrier and the employees, all employees shall be paid on the hourly basis.

## RULE 2 ONE SHIFT

When one shift is employed, the starting time shall be not earlier than seven o'clock (six o'clock in the Maintenance of Way Department) nor later than eight o'clock (eighty-thirty in the Passenger Car Department). The time and length of the lunch period, on the employees' own time, shall be arranged by mutual agreement.

## RULE 3 TWO SHIFTS

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 not later than 8:00 p. m. (12:00 midnight in the Maintenance of Way Department and on tractor repair work). The time and length of the lunch period, on the employees' own time, shall be arranged by mutual agreement.

## RULE 4 THREE SHIFTS

Where three shifts are employed, the starting time of the first shift shall be governed by Rule 2, and the starting time of each of the other shifts shall be regulated

accordingly. Each shift shall consist of eight consecutive hours, including an allowance of twenty minutes for lunch within the limits of the fifth hour.

#### RULE 5

##### UNIFORM COMMENCING AND QUITTING TIME

The time established for commencing and quitting work for all men on each shift in either the Car or Locomotive Department shall be the same at the respective points, except:

1. Where three shifts are worked by running repair forces and two shifts by back shop forces, the quitting time of the second shift of back shop forces will be governed by the provisions of Rule 3.
2. 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, Heat Treating Plants, Train Yard, running repair and inspection forces without extending the provisions of Rule 4 to the balance of the shop force.
3. Deviations necessitated by service requirements will be met by mutual action.

#### RULE 6

##### OVERTIME, SUNDAY AND HOLIDAY SERVICE

Service performed on Sundays and the following legal holidays, namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or by proclamation shall be considered the holiday), shall be paid for at the rate of time and one-half.

Time worked on Sundays and holidays by employees assigned to jobs regularly bulletined to work seven (7) days per week is not construed as being governed by the second paragraph of Rule 11.

Time worked on the sixth day by employees assigned to regularly bulletined five (5) day jobs, shall be paid at the rate of time and one-half.

#### RULE 7

##### OVERTIME OUTSIDE BULLETINED HOURS

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

Should an emergency arise that requires the services of an employee who has not left the Company's premises within ten (10) minutes after his regular working hours have terminated and he is returned to work, it will not terminate the continuous service period.

2. Employees shall not be required to render service for more than two (2) hours immediately following and continuous with regular work day hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

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

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

5. All overtime beyond sixteen (16) hours actual work in any twenty-four (24) hour period, computed from the starting time of the employee's regular shift, shall be paid for at the rate of double time.

An employee required to work continuously from his regular work period into his next regular work period, to complete an emergency job, shall receive double time after expiration of the first sixteen (16) hours of service until relieved.

NOTE—It is understood that employees working excessive overtime under the conditions described will not be allowed pay for any portion of their regular shift the following day unless actually worked, and that the loss of any time during such regular shift will not be construed as a violation of the first paragraph of Rule 11.

## RULE 8

### ASSIGNMENTS ON SUNDAYS AND HOLIDAYS

Employees regularly assigned by bulletin to work on Sundays or 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.

In the event of temporary vacancies on Sunday and holiday assignments, senior qualified men will be given preference if available; otherwise the junior qualified man will be assigned.

## RULE 9

### WORK DURING LUNCH PERIOD

Employees required to work during or any part of the lunch period shall receive pay for the length of the lunch period regularly taken at point employed, at straight time (time and one-half if on a Sunday or holiday), and will be allowed necessary time to procure lunch (not to exceed thirty minutes) without loss of time.

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

## RULE 10

### SPECIAL ASSIGNMENTS

(a) Employees required to leave their regular point of duty during their working hours for temporary service elsewhere, will be paid (except for regular lunch period on own time) until relieved or, at their option, returned to their regular point of duty.

(b) Employees notified in advance of their regular starting time will report at other points on the property when necessary to fill temporary vacancies or to take care of an excess amount of work. They will work the prevailing shift hours, if any, at the point to which temporarily assigned. If other than their regular shift, Rule 12 will apply.

(c) For work described in paragraphs (a) and (b) employees will be reimbursed for extra expense incurred in going to or returning from such assignments.

(d) Senior qualified employees will be given preference, but junior qualified employees may be required to

fill the assignments, except that Maintenance of Way employees assigned under paragraph (a) may be selected by the foreman.

(e) Employees in the Maintenance of Way Department whose assignments cover all or a portion of the property, but who operate from regular reporting points, will be governed by the provisions of paragraphs (a) and (c) unless assigned at given locations for definite periods of not less than ten (10) days, in which event they will be governed by paragraphs (b) and (c).

(f) Employees engaged in wrecking operations on the property will be governed by the provisions of paragraph (a), except that when called outside regular working hours one-half hour preparatory time at straight time rates will be allowed in advance of the time required to report for service.

(g) Employees engaged in wrecking operations on foreign lines will work under the following conditions:

1. They will be paid from the time ordered to report until returned to the den, except when released for meals or for the purpose of securing rest where sleeping accommodations are available. Meals when necessary, and lodging if necessary and available, will be provided by the Company.

2. If called outside regular working hours, one hour preparatory time at straight time rates will be allowed in advance of the time required to report for service.

## RULE 11

### DISTRIBUTION OF OVERTIME

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

Record will be kept of overtime worked and men called, with the purpose of distributing it equally among those interested in participating.

## RULE 12

### CHANGING SHIFTS

Employees changed from one shift to another will be paid overtime rates for the first shift of each change, unless the change is the result of, or incident to, the ap-

plication of seniority rights. Employees working two shifts or more on a new shift shall be considered transferred.

#### RULE 13

##### PRESERVATION OF RATES

When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate while so assigned, except to the extent otherwise provided in the Special Rules. If required to temporarily fill the place of another employee receiving a lower rate, his rate shall not be changed.

#### RULE 14

##### BULLETINING NEW JOBS AND PERMANENT VACANCIES

When new jobs are created or permanent vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or permanent vacancies that may be desirable to them. All permanent vacancies or new jobs created will be bulletined for three days during which time employees may make application to the official issuing the bulletin, with a copy to the local chairman. Assignments will be made within three days after the close of the bulletin period.

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, (not to exceed 10 days) he fails to qualify for the new position, he will be obliged to take whatever position may be held by the junior employee in his craft at the point employed.

Bulletined positions may be filled temporarily pending permanent assignment, and in the event no applications are received, may be filled permanently without regard to this rule, or the junior employee of the craft at the point employed may be assigned to the job.

Foremen will be the judge of the qualifications of bidders. They will cooperate with Local Committees in carrying out the provisions of this rule.

Employees may be used temporarily on other than their own assignments when the necessity of the service justifies.

The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping", will not be permitted.

##### Form of Bulletin

Title

Location

Hourly rate of pay

Hours of assignment

Days per week

Vacated by

Brief description of principal duties

#### RULE 15

##### PROMOTIONS

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

When vacancies occur in positions of gang leaders, mechanics from the respective crafts will have preference in promotion.

##### Interpretation

1. There are no restrictions on the right of Management to choose their foremen.
2. Foremen may perform mechanics' work at points where there are no mechanics employed under their supervision.
3. Hourly rated gang leaders will supervise and may work with their gangs. They may be chosen by the management without regard to seniority, except that men appointed must have sufficient seniority to work as mechanics.

#### RULE 16

##### PERMANENT TRANSFERS

Employees transferred from one point to another, with a view to accepting a permanent transfer, will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

## RULE 17

### LEAVE OF ABSENCE

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

Leaves of absence shall be requested and granted in writing, with copies to the General Chairman. Except for physical disability, or as provided in the last paragraph of this rule, such leaves will not be in excess of ninety (90) days. Renewals may be granted, if satisfactory to the Company and the General Chairman.

Employees who engage in other employment while on leave will forfeit their seniority, unless special provision therefor has been made by the proper official and the committee representing the craft.

Employees who fail to report for duty at the expiration of leaves of absence shall be considered out of service, except that when failure to report on time is the result of unavoidable delay, properly substantiated, the leave will be extended to include such delay.

Employees returning to service prior to expiration of leaves of absence will notify the company seventeen (17) hours in advance.

Employees accepting official or appointive positions with the Company or any of the Federated Crafts shall be considered on indefinite leave of absence and shall retain their seniority rights if asserted within thirty (30) days after release from such employment. Letter or notice of such appointments is required.

## RULE 18

### ABSENCE FROM WORK

Employees must give advance notice to their foremen and secure their permission before laying off, but if unavoidably prevented from doing so will not be disciplined. Employees away for any reason must notify their foremen as soon as possible, and if the date of their return is indefinite must give at least seventeen (17) hours advance notice before returning to work.

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## RULE 19

### FAITHFUL SERVICE

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 available light work in their line as they are able to handle.

## RULE 20

### ATTENDING COURT OR INVESTIGATIONS

When attending court as witnesses for the Company, employees will be reimbursed for reasonable expenses and paid eight (8) hours each day or part thereof, including Sundays and holidays, for such court service. When necessary, the Company will furnish transportation and will be entitled to certificates for witness fees in all cases.

When employees are required to report outside of their regular bulletin hours to act as witnesses for the Company in investigations, they shall be paid as per Rule 7.

NOTE—It is expressly understood that employees responsible for acts necessitating investigations owe the company the duty of attendance without compensation.

## RULE 21

### PAYING OFF

Employees will be paid semi-monthly during their regular working hours.

Should the regular pay day fall on a Sunday or holiday, reasonable effort will be made by the Company to pay the employees on the preceding day.

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

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

## RULE 22

### FORCE REDUCTIONS AND JOB ABOLISHMENTS

When forces are reduced or jobs abolished, seniority as per Rules 14 and 26 shall govern; employees affected

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to take the rates of jobs to which assigned. Four (4) days' notice will be given employees affected before reduction is made, and lists will be furnished the Local Committee.

Employees laid off in force reductions must file their names and addresses in writing with the foreman in charge and notify him of any subsequent changes. Copies must be furnished the General Chairmen. When forces are increased, they will be recalled in seniority order. They will be notified at last known address and must return to service within seven (7) days thereafter, and shall be restored to their former positions if possible. The return of a letter by the Post Office Department, or failure to return to service within seven (7) days, will mean the loss of seniority unless resulting from unavoidable causes. The Local Committee will be furnished with a list of employees to be restored to service.

In any adjustment of the force, the ratio of apprentices remaining in service shall not exceed that provided in Rule 37.

NOTE—Should an occasion arise when any of the tenant lines withdraw their equipment without notice, the four days' notice referred to above will not be applicable. The men will accept the same length of time for notice as that given the Company.

#### RULE 23

##### TRANSPORTATION FOR FURLOUGHED EMPLOYEES

Employees laid off account reductions in force, who desire to seek employment elsewhere, will be given the same consideration as other employees in connection with requests for transportation.

#### RULE 24

##### TEMPORARY TRANSFER OF FURLOUGHED EMPLOYEES

While forces are reduced, if men are needed at other points, furloughed men 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, if qualified.

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#### RULE 25

##### WORK WHEN SHOPS CLOSED DOWN DUE TO EMERGENCIES

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.

#### RULE 26

##### SENIORITY

Seniority in each craft shall continue as at present.

Strictly Point Seniority:

Machinists, Helpers and Apprentices,  
Boilermakers, Helpers and Apprentices,  
Blacksmiths, Helpers, Apprentices, Track Welders  
and Track Welder Operators,  
Electricians, Helpers and Apprentices,  
Sheet Metal Workers, Helpers and Apprentices.

Strictly Point Seniority:

CARMEN—

Patternmakers, Helpers and Apprentices,  
Upholsterers, Helpers and Apprentices,  
Painters, Helpers and Apprentices,  
Locomotive Carpenters, Helpers and Apprentices,  
Locomotive Tank Truckmen and Helpers.

Jefferson Avenue Passenger Car Department:

Passenger Car Repairmen and Inspectors, and Air  
Hose Couple Up Men assigned to Coach Storage  
Yards and Union Station Train Shed.

T.R.R.A. of St. L. in Illinois:

All other Carmen assigned to freight work, their  
Helpers and Apprentices.

T.R.R.A. of St. L. in Missouri:

All other Carmen assigned to freight work, their  
Helpers and Apprentices.

St.L.M.B.T. Ry. in Illinois:

All other Carmen assigned to freight work, their  
Helpers and Apprentices.

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St. L.M.B.T. Ry. in Missouri:

All other Carmen assigned to freight work, their Helpers and Apprentices.

E. St. Louis Connecting Ry. in Illinois:

All other Carmen assigned to freight work, their Helpers and Apprentices.

St. Louis Transfer Ry. in Missouri:

All other Carmen assigned to freight work, their Helpers and Apprentices.

Separate seniority rosters for each point or zone shall be maintained for mechanics, for helpers and apprentices, in each craft.

When two or more men commence work on the same date, on the same shift, with the same starting time, they will be placed on the seniority list in the order in which their applications are filed.

#### RULE 27

##### ASSIGNMENT OF WORK

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per Special Rules of each craft, except foremen at points where no mechanics are employed.

This rule does not prohibit foremen from performing work in the exercise of their duties.

At points or on shifts 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, except no mechanic will relieve a mechanic of another craft on a job incomplete at the end of a shift.

In the event that the volume of work belonging to a craft not represented at a point or on a shift should increase to the extent that the assignment of a member of that craft can be justified, he will be assigned even though it may involve a reduction of other craftsmen.

A mechanic of any craft may remove or replace any parts belonging to the work of any other craft which interfere with the performance of work to which he may be assigned (does not contemplate jobs requiring more than thirty (30) minutes).

Employees in the Maintenance of Way Department covered by this agreement will continue to perform such work as will be assigned to them, the same as in the past.

Nothing in this agreement shall be construed as preventing engineers and firemen of steam shovels, ditchers, clamshells, wrecking outfits, pile drivers and other similar equipment requiring emergency repairs while away from shop, from making any repairs to such equipment as they are qualified to perform in order to keep such equipment in operation.

#### Interpretation

Mechanical work done in power plants because of emergencies; viz., breakdowns, leaks, etc.—

That on shifts where mechanics of the various crafts are not available, notably shifts two or three, that emergency repairs, such as packing the valves, keying up rods, adjusting of governors, packing of pumps, and emergency repairs, due to breakdowns, leaks, etc., can be performed by engineers, so far as ability will permit, but it is our understanding that no unfair advantage shall be taken of this interpretation by the Company, or in other words present practice will prevail.

#### Interpretation

It is understood that in the assignment of work at the Union Station trainshed, classification rules shall be adhered to as closely as possible, but, in emergency cases where delays to train movement would result, employees of one classification shall perform the work of other classifications so far as ability shall permit.

#### RULE 28

##### ASSIGNMENT OF WELDING WORK

In compliance with the Special Rules included in this agreement, none but mechanics and their apprentices in the respective crafts shall operate oxyacetylene, thermit, or electric welders, except when the proper craft welder is not available. Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service, scrapping locomotives, cars or other machinery, or in



connection with the Reclaim-Scrap Yard. Employees regularly assigned to perform the above work shall receive the welders' rate of pay continuously.

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

Autogenous operators (except track welder operators) on machinists', boilermakers', blacksmiths', sheet metal workers', electricians', passenger carmen's and freight carmen's work shall be paid five cents (5c) per hour above the agreed basic rates for these classes.

#### RULE 29

##### FOREMANSHIP, FILLING TEMPORARILY

Employees covered by this agreement assigned temporarily to fill the place of a foreman will receive the same rate as paid the foreman and will assume foreman's hours and responsibilities while so engaged. Said positions shall be filled only by mechanics of the respective crafts in their departments.

#### RULE 30

##### GRIEVANCES

Should any employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be taken to the local official in charge by the duly authorized Local Committee or their representatives within ten (10) days. If stenographic report of investigation is made, the Committee shall be furnished a copy.

If the result still be unsatisfactory, the duly authorized General Committee or their representatives shall have the right of appeal, if filed in writing within ten (10) days, with the higher officials designated to handle such matters in their respective order. Conferences shall be granted as soon as possible after application.

All conferences between local officials and local committees will be held during regular working hours without loss of time to committeemen.

NOTE—This is not intended to restrict the right of any employee to discuss his working conditions with his foreman.

#### RULE 31

##### HANDLING GRIEVANCES IN ACCORDANCE WITH RAILWAY LABOR ACT

Should the highest designated railroad official, or his duly authorized representative, and the duly authorized representative of the employees, as provided in Rule 30, fail to agree, the case shall then be handled in accordance with the Railway Labor Act.

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 32

##### DISCIPLINE

No employee shall be disciplined without a fair hearing by the Carrier. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At least forty-eight (48) hours prior to the hearing, such employee and the General Chairman of the craft will be apprized of the precise charge against him so that they will have the opportunity of arranging for necessary witnesses. If the employee is exonerated, he shall be reinstated with seniority rights unimpaired and paid for all time lost, less any amount earned during such period of suspension or dismissal.

NOTE—This rule does not contemplate investigations unless employees are suspended.

#### RULE 33

##### COMPETENCY

An employee, to be considered competent, must perform any piece of work pertaining to his craft to which he may be assigned in a workmanlike manner and within a reasonable length of time. Continued proof of competency on the part of the employee is essential if he expects to remain in the service.

#### RULE 34

##### COMMITTEES

The Company will not discriminate against committeemen delegated to represent employees covered by this agreement. They will be granted leaves of absence and

given the same consideration in the issuance of free transportation as is given representatives of employees in other departments.

#### RULE 35 APPRENTICES

All apprentices must be able to speak, read and write the English language and understand at least the first four rules of arithmetic. Applicants for regular apprenticeships shall be between 16 and 21 years of age, and, if accepted, shall serve four (4) years of 290 days each calendar year, minimum 145 working days each six calendar months. 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 year of their apprenticeship. In selecting helper apprentices, ability and seniority will govern, and all selections will be made in conjunction with the respective craft shop committees.

Helper apprentices will be selected from helpers of the craft to which they are to be assigned. At the time assigned as helper apprentice, the individual must not be over 30 years of age and must have had not less than two (2) years (minimum 290 working days per year) actual helper experience during his present seniority period. Helper apprentices will serve three (3) years, minimum 145 working days each six calendar months, according to the schedule in Special Rules of their craft. Helper apprentices in either machinist, boilermaker, sheet metal worker or electrician crafts will at no time exceed 50% of the total number of apprentices in the craft concerned; all apprentices in blacksmiths' and carmen's crafts may be helper apprentices. Helper apprentices will be paid the minimum helper's rate of the craft concerned (the term "minimum helper's rate" means the "going" rate which is two cents (2¢) per hour above the starting rate) for the first six months of apprenticeship, minimum 145 working days, with an increase of two cents (2¢) per hour each six months thereafter, minimum 145 working days, until he has served three (3) years. If, during the first three months, a helper apprentice does not show an aptitude to learn the trade, he will not be retained as a helper apprentice but will be allowed to return to his

former helper status, with his seniority rights unimpaired as a helper of his craft, and he may displace the youngest helper in the craft on same seniority roster.

Special apprentices shall be selected from young men between the ages of 18 and 26 years who have successfully completed at least one school year's study as mechanical engineer or electrical engineer in an accredited college. They shall receive training in the various departments in the different classes of work of the different crafts in the Maintenance of Equipment departments, and may be moved from place to place or on any class of work at the discretion of the Management. If retained in the service at the completion of the three year course, the apprentice may choose the craft he desires employment in and shall receive a special rate for the period of one year, at the expiration of which time he shall be classified and receive the minimum rate of the craft employed in. The rate of pay for special apprentices for the first three years shall not be less than that of helper apprentices.

In computing the ratio of apprentices to mechanics, special apprentices will be included, the number of same not to exceed five per cent (5%) of the total.

#### RULE 36 INDENTURE OF APPRENTICES

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. Apprentices will be assigned only at points where mechanics of the craft are working.

#### FORM OF INDENTURE

This will certify that \_\_\_\_\_  
was employed as \_\_\_\_\_ apprentice by the  
\_\_\_\_\_ Railroad at \_\_\_\_\_  
on \_\_\_\_\_, 19\_\_\_\_, to serve four years, a  
minimum of 290 days each.

(Title of officer in charge)

## SERVICE PERFORMED DURING APPRENTICESHIP

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

(Title of officer in charge)

NOTE—The above form is to be used both for regular  
and helper apprentices. [Helper apprentices to serve  
three (3) years.]

### RULE 37

#### REGULAR APPRENTICES—GENERAL

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

Two apprentices will not be worked together as  
partners.

The distribution of apprentices among shops where  
general repairs are made 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, the total number of mechanics of  
that trade employed will be considered.

If within six (6) months a regular 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. An apprentice shall not be allowed to work beyond  
bulletined hours during the first three years of his  
apprenticeship.

If an apprentice is retained in the service upon complet-  
ing the apprenticeship, his seniority rights as a mechanic  
will date from the time of completion of apprenticeship.

Sons of employees in any department of this Com-  
pany will be given preference over outsiders in the selec-  
tion of apprentices to the extent of at least eighty per  
cent (80%) of the number employed. Persons desiring  
to avail themselves of the advantages of this rule must  
file written application with the Superintendent of Motive  
Power and Equipment.

Regular apprentices shall be paid the established start-  
ing rate for the first six calendar months of the apprentice-  
ship, minimum 145 working days, with an increase of  
two and one-half cents (2½¢) per hour each six calendar  
months, minimum 145 working days thereafter, up to  
and including the first three years of apprenticeship, five  
cents (5¢) per hour increase for the first six months,  
minimum 145 working days of the fourth year, and seven  
and one-half cents (7½¢) per hour for the last six months,  
minimum 145 working days of the fourth year.

#### Interpretation

It is our agreed understanding that an apprentice shall  
not be permitted to work overtime as per the seventh  
paragraph of this rule, except that should an apprentice  
start a job on a machine, which might be considered an  
emergency job, prior to his regular quitting time, he shall  
be permitted to finish such job on his machine.

NOTE—See special rules of each craft for additional  
apprentice rules.

### RULE 38

#### APPLICANTS FOR EMPLOYMENT

Applicants for employment must supply the informa-  
tion required in the standard form of application, and  
pass the physical examination called for, before being  
accepted for service; provided that nothing contained in  
the application form which contravenes the terms of this  
or subsequent agreements shall be binding upon any  
applicant accepted for service.

The applications of new employees shall be approved  
or disapproved within forty-five (45) days after the appli-  
cant begins work. If approved, seniority will start from  
the first day of service. They may not thereafter be  
removed from service except as provided in Rule 32.  
In the event of applicant giving false information, this  
rule shall not apply.

NOTE—The 45-day period referred to in Article 2  
means work days.

#### RULE 39

##### CONDITION OF SHOPS, ETC.

The best available water supply shall be utilized for drinking purposes, and ice will be provided during the season of warm weather. Sanitary drinking facilities will be provided. 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 light available at the point in question.

The Management, with the cooperation of the employees, will, so far as possible, keep shops and yards in a clean and sanitary condition, and all machinery and tools in safe working condition.

Where practicable, engines will be placed under smoke jacks when being fired up in roundhouses.

At shops and roundhouses equipped with electricity, electric light globes and extensions will be kept in tool room available for use.

It is in the interest of safety and in compliance with the rules for electricians to service the electrical circuits, including the keeping of extension lines in safe condition.

#### RULE 40

##### PERSONAL INJURIES

Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment, and when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.

All claims for personal injuries shall be handled with the Personal Injury Claim Department. At the option of the injured party, personal injury settlements may be handled by the duly authorized representative of the employees. Where death or permanent disability results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

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#### RULE 41

##### NOTICES

A place will be provided inside all shops, yards and roundhouses where proper notices of interest to employees may be posted by the duly authorized committee.

#### RULE 42

##### SHOP TRAINS

Existing conditions in regard to shop trains will be continued unless changed by mutual agreement or settlement is made in accordance with the Railway Labor Act.

The Company will endeavor to keep shop trains on schedule time, properly heated and lighted, and in a safe, clean and sanitary condition. This not to apply to temporary service provided in case of emergency.

#### RULE 43

##### FREE TRANSPORTATION

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

#### RULE 44

##### PROTECTION OF EMPLOYEES

Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains. 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. Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation. (Present practices to continue.)

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

No employee will be required to work under a locomotive or car without proper protection.

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Where the nature of the work to be done requires it, locomotives and passenger cars will be placed over a pit, if available.

Emery wheels and grindstones will be installed at convenient places in the shop and will be kept true and in order.

Employees will not be required to subject themselves to the risk of personal injury in the performance of their assigned work, beyond the usual and customary methods of performing such work in the past; in other words, the natural hazards incident to the trade. While trains or cars are being inspected or worked upon in train yards, men may protect themselves by displaying the blue flag by day or blue light by night.

#### RULE 45

##### HELP TO BE FURNISHED

When laborers are used in emergencies to help mechanics, they will be paid the minimum helper's rate of the craft concerned while so engaged. Competent, English-speaking helpers will be furnished when available.

#### RULE 46

##### MISCELLANEOUS

Work of strapping engines, boilers, tanks and cars or other machinery, unless performed in the Reclaim-Scrap Yard, will be done by crews under the direction of a mechanic.

#### RULE 47

##### PAY FOR CHECKING IN AND OUT

At the close of each week, one (1) 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 48

##### JURISDICTION OF WORK

The procedure for settling jurisdictional disputes, covered by letters of October 20, 1931 and January 18 and 25, 1932, between the parties, is reaffirmed.

#### RULE 49

##### CONTRACTING OF WORK

Nothing in this agreement shall be construed as interfering in any way with the right of the Company to contract with outside parties for the performance of work or the purchase of equipment, accessories, parts or supplies. This understanding, however, does not permit of the contracting of repair work customarily performed by Company employees and for which facilities and qualified forces are available.

#### RULE 50

##### PHYSICAL EXAMINATIONS

(a) Employees will not be required to submit to physical examinations (other than the usual eyesight and hearing tests in connection with positions involving transportation operations) unless:

1. It is apparent to their foremen or fellow employees that examinations should be made for the purpose of furnishing information as to disability, if any exists, in order that treatment may be taken to improve the condition. Foremen will discuss such cases with local chairmen.
2. Returning to service after an absence of one year or more, either by reinstatement, from leave of absence due to any cause, or after furlough. The purpose of such re-examination being largely for historical record, employees will not be disqualified because of defects previously acquired in the service of the Company, and in all cases proper allowance will be made for deficiencies in record as to vision and hearing due to advanced age.

(b) An employee disqualified as the result of a physical examination by the Chief Surgeon shall have the right to submit a report of a personal physician. If the conclusions of such physician are in disagreement with those of the Chief Surgeon, another physician shall be chosen by the Chief Surgeon and the employee or his representative to make a further examination. The decision of this physician as to the condition of the employee shall be accepted as disposing of the case. The expense of the third physician, which will be held to the absolute minimum consistent with the purpose of the examination, shall be divided equally between the Company and the Organization.

## MACHINISTS' SPECIAL RULES

### RULE 51

#### QUALIFICATIONS

Any man who has served an apprenticeship or has had four (4) 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 52

#### 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 (operating 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 super heaters; 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 and turning head or milling apparatus; and all other work generally recognized as machinists' work.

### RULE 53

#### MACHINIST APPRENTICES

Include regular and helper apprentices in connection with the work as defined in Rule 52.

### RULE 54

#### MACHINIST HELPERS

Helpers' work shall consist of helping machinists and apprentices, operating drill presses and bolt threaders not

using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut lappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders, crane helpers on locomotive and car work, attending tool room, machinery oiling, box packing and oiling, 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.

Agreement relating to the pinching of engines, covered by letter of March 26, 1937, is reaffirmed.

### RULE 55

#### 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 wreck foreman.

### RULE 56

#### REGULAR APPRENTICES' CLASSIFICATION OF WORK

Regular apprentices shall be given an opportunity of learning all branches of the trade. They will serve three (3) years on machines and special jobs, and one year on the floor. Regular apprentices will not be required to work more than four (4) months on any one machine or special job. The last year of their apprenticeship will be served on the floor.

### HELPER 57

#### HELPER APPRENTICES

Helper apprentices shall serve two (2) years on machines and special jobs, and one (1) year on the floor.

### RULE 58

#### DIFFERENTIALS FOR MACHINISTS

At points where there are ordinarily fifteen (15) or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspections, a machinist will be assigned to

handle this work in connection with other machinists' work and will be allowed five cents (5¢) 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 wear to Federal reports, they will be paid five cents (5¢) per hour above the machinists' minimum rate at the point employed for the days on which such inspections are made.

## **BOILERMAKERS' SPECIAL RULES**

### **RULE 59**

#### **QUALIFICATIONS**

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

### **RULE 60**

#### **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 cabs and running boards, metal headlight boards, wind sheets, engine tender tanks, steel tender frames (except such parts of steel tender frames as are necessary to be brought to car shops for repairs), repairing pressed steel tender truck frames, building and repairing metal pilots; laying out and fitting up any sheet iron or sheet steel work made of 16 gage or heavier (present practice between boilermakers and sheet metal workers to continue relative to gage of iron or steel), including fronts and doors; laying out and fitting grate rigging, ash pan, front end netting and diaphragm work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods and braces in boilers, tanks and drums; applying and removing arch tubes; operating punches and shears for shaping and forming, pneumatic stay bolt breakers, air rams and hammers, bull, jam and yoke riveters; boilermakers' work in connection with building

and repairing of steam shovels, derricks, booms, housing, circles and coal buggies, I-beam, channel iron, angle iron and T-iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxyacetylene, thermit and electric welding on work generally recognized as boilermakers' work and all other work generally recognized as boilermakers' work.

Present practices as regards division of work between boilermakers and other shop craftsmen and between boilermakers and Bridge and Building Department forces will be continued unless changed under the procedure for settling jurisdictional disputes.

### **RULE 61**

#### **BOILERMAKER APPRENTICES**

Include regular and helper apprentices in connection with the work as defined in Rule 60.

### **RULE 62**

#### **BOILERMAKER HELPERS**

Employees assigned to help boilermakers and their apprentices, operators of drill presses and bolt cutters in the boiler shop, punch and shear operators (cutting only bar stock and scrap), removing and applying grates and grate rigging, holding on all staybolts and rivets, striking chisel bars, side sets and backing out punches, and heating rivets (except when performed by apprentices), removing dirt and paint from telltale holes in staybolts, attending tool room in boiler shop, and all other work properly recognized as boilermaker helpers' work.

### **RULE 63**

#### **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 other work of their craft.

Boiler inspectors/staybolt inspectors will be assigned to all points where monthly staybolt and boiler inspection of fifteen (15) or more engines is required. When such

employees have no inspection work to perform, they may be assigned to other boilermakers' work.

Boilermakers assigned as boiler inspectors and required to swear to Federal reports, also flangers and layers-out, shall receive five cents (5¢) 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 and swear to Federal reports, they will be paid five cents (5¢) per hour above the boilermakers' minimum rate at the point employed for the days on which such inspections are made.

#### RULE 64

##### PROTECTION FOR EMPLOYEES

Boilermakers, apprentices and helpers will not be required to work in boilers or tanks when welding, fire heating, tapping or reaming is being done so located as to endanger them, unless proper protection is provided.

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

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

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

Boilers will have steam blown off and be reasonably cooled before boilermakers or apprentices are required to work in them; blowers will be furnished when possible. The present practice of cleaning ash pans, front ends and fire boxes will continue.

#### RULE 65

##### LONG STROKE HAMMERS AND EXPANDING FLUES

Two boilermakers, or one boilermaker and a competent apprentice with at least two (2) years experience, will be

used to operate a long stroke hammer; that is, an air hammer capable of driving staybolts or rivets five-eighths inch diameter or larger, or of expanding flues or tubes. Double-gun work will not be permitted. Air jacks not to be considered double-guns.

When rolling or expanding superheater flues, two boilermakers or one boilermaker and a competent apprentice with at least two (2) years experience, will be used.

#### RULE 66

##### SCHEDULE OF WORK, REGULAR AND HELPER APPRENTICES

The following schedules, showing the division of time on the various classes of work, are designed as guides and will be followed as closely as conditions will permit:

##### Regular

- 6 months—Heating rivets and helping boilermakers,
- 6 months—Tank repairing and sheet-iron work,
- 6 months—Rolling flues and ash pan work,
- 6 months—Staybolts and setting flues,
- 12 months—General boiler work,
- 6 months—Electric or oxyacetylene welding,
- 6 months—Laying out and flanging.

##### Helper

- 6 months—Tank repairing and sheet-iron work,
- 6 months—Rolling flues and ash pan work,
- 6 months—Staybolts and setting flues,
- 9 months—General boiler work,
- 3 months—Electric or oxyacetylene welding,
- 6 months—Laying out and flanging.

#### RULE 67

##### DIFFERENTIALS FOR HELPERS

Helpers on flange fires shall receive five cents (5¢) per hour above the helpers' rate at point employed. Helpers on flange fires will not be required to go outside of the shops during cold weather until given ample time to dry off.



## BLACKSMITHS' SPECIAL RULES

### RULE 68 QUALIFICATIONS

Any man who has served an apprenticeship or who has had four (4) years varied experience at the blacksmith's trade shall be considered a blacksmith. He must be able to take a piece of work pertaining to his class and, with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

### RULE 69 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, pot-ashing, case and bicbforide hardening, flue welding under blacksmiths' foreman, operating furnaces, bolt-doers, forging machines, drop-forging machines, bolt machines, and Bradley hammers; all welding or building up of frogs, switch points, cross-overs and puzzle switches; hammer-smiths, drop-hammermen, trimmers, rolling mill operators; operating punches and shears doing shaping and forming in connection with blacksmiths' work; oxyacetylene, thermit and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work.

### RULE 70 BLACKSMITH APPRENTICES

Include regular and helper apprentices in connection with the work as defined in Rule 69.

### RULE 71 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 (except work performed at Reclaim-Scrap Yard); building fires, lighting furnaces, and all other work generally recognized as blacksmith helpers' work.

## RULE 72

### HELPER APPRENTICES

All blacksmith apprentices may consist of helpers who meet the requirements of Rule 35.

## RULE 73

### SCHEDULE OF WORK, HELPER APPRENTICES

The following schedule for 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 conditions permit:

- 12 months—Light blacksmiths' work,
- 6 months—Heavy brake and spring rigging work (No. 2 Fire),
- 3 months—General spring making,
- 6 months—Tool making and heat treating,
- 3 months—Heavy forging (No. 1 Fire),
- 6 months—Electric and oxyacetylene welding.

## RULE 74

### HELPERS BUILDING FIRES

Blacksmith helpers required to prepare or build coal or coke fires outside their regular working hours shall be allowed thirty (30) minutes straight time for each fire built or furnace prepared. Helpers assigned to start oil or gas furnaces outside their regular working hours will receive time and one-half for such service, on the minute basis.

## RULE 75

### DIFFERENTIALS FOR BLACKSMITHS AND HELPERS

The following differentials will be paid blacksmiths at Brooklyn Shops:

- No. 1 Fire—10¢ per hour above the minimum rate paid to blacksmiths.
- No. 2 Fire—7¢ per hour above the minimum rate paid to blacksmiths.
- Tool Dresser—5¢ per hour above the minimum rate paid to blacksmiths.

The following differentials above minimum blacksmith helpers' rate will be paid to blacksmith helpers:

Heater No. 1 Fire—Brooklyn Shops, 15¢ per hour,  
Helpers No. 1 Fire—Brooklyn Shops, 5¢ per hour,  
Heater No. 2 Fire—Brooklyn Shops, 8¢ per hour,  
Helpers No. 2 Fire—Brooklyn Shops, 5¢ per hour,  
Hammer Operators—Brooklyn Shops, 3¢ per hour,  
Flue Tester—Brooklyn Shops, 2¢ per hour,  
Hammer Operators—14th St. Shops, 3¢ per hour, (3 hours daily).

When other fires at any point are required to work material 4-inch round, or the equivalent, for four hours or less in any one day, blacksmiths and their helpers (and heaters, if used) will be paid the differential rates of pay applying to the Brooklyn No. 2 Fire, on an hourly basis, with a minimum of one hour; for more than four hours in any one day, the differential rates of pay will apply for the entire day.

#### **RULE 76**

##### **COAL AND OIL TO BE FURNISHED**

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

#### **RULE 77**

##### **HAMMER DRIVERS**

Competent steam-hammer drivers will be furnished.

#### **SHEET METAL WORKERS' SPECIAL RULES**

#### **RULE 78**

##### **QUALIFICATIONS**

Any man who has served an apprenticeship, or has had four (4) 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.

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#### **RULE 79**

##### **CLASSIFICATION OF WORK**

Sheet metal workers' work shall consist of tinning, copper smithing and pipe fitting in shops, yards, buildings, on 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 ten gauge and lighter (present practice between sheet metal workers and boilermakers to continue relative to gauge of iron or steel), including brazing, soldering, tinning, leading and babbitting, the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air (except air-brake pipes on freight cars), water, gas, oil and steam pipes; the operating of babbitt fires (in connection with sheet metal workers' work); oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work.

NOTE—The use of the word "dismantling" in the fourth line is subject to the reservation in the sixth paragraph of Rule 27.

#### **RULE 80**

##### **SHEET METAL WORKER APPRENTICES**

Include regular and helper apprentices in connection with the work as defined in Rule 79.

#### **RULE 81**

##### **SHEET METAL WORKER HELPERS**

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

#### **RULE 82**

##### **PROTECTION FOR EMPLOYEES**

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

#### **RULE 83**

##### **MISCELLANEOUS**

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

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#### **RULE 84**

##### **APPRENTICE SCHEDULE OF WORK**

To the extent possible, 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:

- 6 months—Helping,
- 6 months—Light pipe work,
- 12 months—Tinning, babbitting and brazing, laying out and forming,
- 12 months—Engine and car work,
- 12 months—General work, including one month's experience with the oxyacetylene torch.

Helper apprentices will start on the second year's classification of work.

##### **ELECTRICAL WORKERS' SPECIAL RULES**

#### **RULE 85**

##### **QUALIFICATIONS**

Any man who has served an apprenticeship or who has had four (4) years practical experience in electrical work and is competent to execute same to a successful conclusion within a reasonable time, will be rated as an electrical worker.

An electrician will not necessarily be an armature winder.

#### **RULE 86**

##### **CLASSIFICATION OF ELECTRICIANS**

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring and cables of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, all inside telegraph and telephone equipment (present practices as regards division of work between electricians and the maintainers in the Telegraph and Telephone Department to be continued), radio equipment on locomotives and cars, electric clocks and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside

wiring at shops, buildings, yards, and on structures, and all conduit work in connection therewith (except outside wiring as provided in Rule 87), including steam and electric locomotives, passenger train cars, motor cars, electric tractors and trucks; electric cables, cable splicers, high tension power house and sub-station operators, high tension linemen, electric crane operators of cranes of 40-ton capacity or over, and all other work generally recognized as electricians' work.

#### **RULE 87**

##### **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 third rail or cables; all outside wiring in yards, and other work generally recognized as linemen's work not provided for in Rule No. 86.

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, and power switchboard operators.

#### **RULE 88**

##### **CLASSIFICATION OF GROUND MEN**

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

#### **RULE 89**

##### **APPRENTICE ELECTRICAL WORKERS**

Include regular and helper apprentices in connection with the work as defined in Rules 86 and 87.

#### RULE 90

##### ELECTRICAL WORKER HELPERS

Electrician helpers' work shall consist of helping electricians and apprentices and trimming lamps where maintenance work is not necessary.

#### RULE 91

##### REGULAR APPRENTICE SCHEDULE OF WORK

To the extent possible, 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 permit:

- 12 months—Inside wiring and electrical repairing;
- 6 months—Outside line work,
- 6 months—Locomotive headlight work,
- 6 months—Car lighting department,
- 6 months—Armature winding,
- 12 months—General electrical work.

Helper apprentices will serve six (6) months on each classification of regular apprentices' schedule.

#### RULE 92

##### MISCELLANEOUS

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

#### RULE 93

##### DIFFERENTIALS FOR ELECTRICAL WORKERS

At points where there are ordinarily fifteen or more Diesel electric engines tested and inspected each month, and electricians are required to swear to Federal reports covering such inspection of electricians' work, an electrician will be assigned to handle this work in connection with other electricians' work and will be allowed five cents (5¢) per hour above the electricians' minimum rate at the point employed.

At points or on shifts where no inspector is assigned and electricians are required to inspect Diesel electric engines and swear to Federal reports covering such inspection of electricians' work, they will be paid five cents (5¢) per hour above the electricians' minimum rate at the point employed for the days on which such inspections are made.

#### CARMEN'S SPECIAL RULES

#### RULE 94

##### QUALIFICATIONS

Any man who has served an apprenticeship or who has had four (4) years practical experience at carman's work, and who with the aid of tools, with or without drawings, can lay out, build or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

#### RULE 95

##### CLASSIFICATION OF WORK

Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight-train cars), painting, upholstering and inspecting all passenger and freight cars, both wood and steel; planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as Bridge and Building Department work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing, removing and applying wooden locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards; carmen's work on tender frames; removing, dismantling, assembling and applying tender trucks, pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming in connection with carmen's work; 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 machine or removing vats); all other work generally recognized as painters' work under the supervision of locomotive and car departments, except the application of blacking to fire boxes and smoke boxes of locomotives; 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. Present practice as regards division of work between boilermakers and carmen to continue.

## CARMAN APPRENTICES

**RULE 97**

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

## WRECKING CREWS

When needed, men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification.

When wrecking crews are called for wrecks or derailments on foreign lines, a sufficient number of the regularly assigned crew will accompany the outfit. For wrecks or derailments on the property, sufficient carmen will be called to perform the work.

## INSPECTORS

— 40 —

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.

SAFETY APPLIANCE MEN

## PROTECTION FOR REPAIRMEN

**RULE 102**

A "one-man" point is an outlying point where there is employed one carman days, and one nights, 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 (8) hours constituting a day's work may be worked within a spread of ten (10) consecutive hours.

## MISCELLANEOUS

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

Existing arrangements relative to supplies and tools which are to be furnished carmen by the Company are to be continued.

#### **RULE 104 APPRENTICES**

Apprenticeships will be established in painting, pattern-making and freight car repair work. Apprentices shall be governed by the general rules governing apprentices. They will be given every possible opportunity to learn the trade. To the extent that applicants are not available for regular apprenticeships, helper apprentices may be assigned.

#### **RULE 105 SCHEDULE OF WORK, PAINTER APPRENTICES**

The following schedules for apprentices, showing the division of time on the various classes of work, are designed as guides and will be followed as closely as conditions will permit:

##### **Regular**

- 6 months—Freight car painting,
- 6 months—Color room, mixing paint,
- 6 months—General locomotive painting,
- 12 months—Brush work, passenger equipment,
- 18 months—Lettering, striping, varnishing and such laying out and designing as the shop affords.

##### **Helper**

- 4 months—Freight car painting,
- 4 months—Color room, mixing paint,
- 4 months—General locomotive painting,
- 10 months—Brush work, passenger equipment,
- 14 months—Lettering, striping, varnishing and such laying out and designing as the shop affords.

#### **RULE 106 SCHEDULE OF WORK, CARMAN APPRENTICES**

The following schedules, showing the division of time on the various classes of work, are designed as guides and will be followed as closely as the conditions will permit. 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:

##### **Regular**

- 18 months—General freight work, wood and steel,
- 6 months—Air brake work,
- 6 months—Mill machine work,
- 18 months—General coach work, wood and steel.

##### **Helper**

- 12 months—General freight work, wood and steel,
- 6 months—Air brake work,
- 6 months—Mill machine work,
- 12 months—General coach work, wood and steel.

#### **RULE 107 COACH CLEANERS**

Coach cleaners are included under all General Rules applicable to their working conditions, except to the extent that they are in conflict with the Memorandum of Understanding dated April 21, 1938, which is reaffirmed.

#### **MISCELLANEOUS**

##### **RULE 108 APPLICATION OF RULES**

Except as provided for under the Special Rules of each craft, the General Rules shall govern in all cases.

##### **RULE 109 AGREEMENT TO BE PRINTED**

The company will have sufficient copies of this agreement printed in book form to supply each employee now in service.

##### **RULE 110 RATES OF PAY**

The following are the agreed minimum hourly rates of pay:

<b>Mechanics</b>	
Machinists .....	\$1.05
Boilermakers .....	1.05
Blacksmiths .....	1.05
Sheet Metal Workers .....	1.05
Electricians, 1st class .....	1.05
Electricians, 2nd class .....	1.01

<b>Carmen:</b>	
Passenger Car Repairmen and Inspectors, Cabinet Makers, Upholsterers, Locomotive Carpenters, Planing Mill Men, Air Brake Rack Men, Pattern Makers, Coach and Locomotive Painters performing varnishing, surfacing, lettering or decorating.	1.05
Freight Car Repairmen and Inspectors, Locomotive Tank Truckmen, Air Hose Couple Up Men and Painters, except as described above.	.97
<b>Helpers</b>	
Boilermaker and Blacksmith Helpers—	
1st six months	.79
Thereafter	.81
Machinist, Sheet Metal Worker, Electrician and Carman Helpers—	
1st six months	.77
Thereafter	.79
<b>Apprentices</b>	
Regular Apprentices, All Crafts—	
Starting Rate	.58
Helper Apprentices, Boilermaker and Blacksmith—	
Starting Rate	.81
Helper Apprentices, Machinists, Sheet Metal Worker, Electrician and Carman—	
Starting Rate	.79
Coach Cleaners	.65

#### RULE 111

#### REVISION OF AGREEMENT

These General and Special Rules and rates of pay, effective April 1, 1945, are to remain in force until revised in accordance with the procedure required by the Railway Labor Act.

#### ACCEPTED FOR THE TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS:

JOHN A. WICKS,  
Director of Personnel  
FRANK ROSS,  
Supt. Motive Power & Equip.  
P. S. YENAWINE,  
Asst. to Supt. Motive Power &  
Equip.

#### ACCEPTED FOR SYSTEM FEDERATION No. 25 OF THE RAILWAY EMPLOYEES' DEPARTMENT, AMERICAN FEDERATION OF LABOR:

J. F. HERN,  
Asst. General Chairman, I. A. of M.  
FRANK P. KEEVER,  
General Chairman, I. B. of B. L.,  
S. B. and H. of A.  
B. J. SCHONHOFF,  
General Chairman, I. B. of B. D. P. & H.  
W. A. BAISLEY,  
General Chairman, S. M. W. I. A.  
WALTER E. END,  
General Chairman, I. B. of E. W.  
M. J. KEATING,  
General Chairman, B. R. C. of A.  
M. J. KEATING,  
General Chairman, System Federation No. 25

## MEMORANDUM AGREEMENT

(1) In the event of a shortage of journeymen covered by existing agreement between Terminal Railroad Association of St. Louis and its employees represented by Federated Shop Crafts, regular apprentices, helper apprentices and helpers may be used as mechanics, subject to the provisions of this Memorandum Agreement; each craft to be considered separately. No advancement will be made unless mutually agreed to by the Superintendent of Motive Power and Equipment of the Terminal Railroad Association of St. Louis and the General Chairman of the Craft involved.

Preferred order in promotion:

- (a) Regular apprentices who have served 3 years or more of apprenticeship.
- (b) Helper apprentices who have served 2 years or more.
- (c) Regular apprentices who have served 2 years or more.
- (d) Helper apprentices who have served 1 year or more.
- (e) Qualified helpers according to seniority.

(2) It is understood and agreed that any reduction in force, or a reduction in working hours to less than 48 per week (except when a recognized holiday intervenes), will temporarily void this agreement insofar as the craft or crafts affected are concerned.

(3) Regular or helper apprentices promoted under the provisions of this Memorandum Agreement will accumulate seniority and service rights as apprentices while in advanced positions as mechanics, until such time as their apprenticeship is completed, at which time they will establish seniority date as mechanics if retained in the service.

(4) Helpers advanced to mechanics will retain and continue to accumulate seniority as helpers and will not establish any seniority rights as mechanics until the completion of four years of continuous service as such. If retained in the service as mechanics after the completion of four years continuous service as such, the first day on which they work as mechanics after the completion of the four year period; will establish their initial seniority date as mechanics and their seniority rights as helpers

will cease. It shall be optional with the individual affected as to whether he chooses to revert to his prior helper status or forfeit his rights as a helper.

(5) Men promoted under the provisions of this Memorandum Agreement will be paid mechanic's rate while so engaged, and will not be discharged because of lack of knowledge or ability to perform any work to which they may be assigned. It is understood that Company and Craft representatives will use their best judgment in selecting men for promotion under the provisions of this Memorandum Agreement. If an individual selected for promotion proves, after a fair trial period (thirty days), that he is not qualified for advancement, or if the individual becomes dissatisfied within the initial thirty-day period, he shall be demoted to his former status after proper investigation of the case by Company and Craft representatives.

(6) Qualified mechanics, when available, may be employed even though it may be necessary to demote employees advanced under the provisions of this Memorandum Agreement.

(7) The ratio of apprentices shall be computed on the basis of the number of mechanics on the roster who are regularly assigned.

(8) This Memorandum Agreement is effective April 1st, 1948, and may be terminated or revised by thirty days' written notice from either party served on the other. If it is desired to amend said Memorandum Agreement, the notice served shall state the changes desired.

TERMINAL RAILROAD ASSOCIATION  
OF ST. LOUIS

JOHN A. WICKS,  
Director of Personnel

FEDERATED SHOP CRAFTS

M. J. KEATING,  
General Chairman



# NATIONAL VACATION AGREEMENT WITH NON-OPERATING ORGANIZATIONS

Effective January 1, 1942

## ARTICLES OF AGREEMENT

1. Effective with the calendar year 1942, an annual vacation of six (6) 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 sixty (160) days during the preceding calendar year.

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

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

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this agreement shall be construed to also include the occupations hereafter named — Agents and assistant agents; traveling auditors, traveling freight claim agents and adjusters, traveling time adjusters or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, countermen, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

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

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

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

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

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

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

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

5. Each employee who is entitled to vacation shall take same at the time assigned; and, while it is intended that the vacation date 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.

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

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

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

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

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

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which periods such employee worked on as many as sixteen (16) different days.

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

8. No vacation with pay or payment in lieu thereof will be due an employee whose employment relation with a carrier has terminated prior to the taking of his vacation, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

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

10. (a) An 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.

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

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater

expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu thereof under the provisions hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee 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 positions of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

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

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

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

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

15. Subject to confirmation as may be required by the labor organizations, signatory hereto, and when so confirmed, this agreement shall be effective January 1, 1942, and shall be incorporated in existing agreements as a supplement thereto, and be in full force and effect for a period of two (2) years from that date and continue in effect thereafter subject to not less than six (6) months' notice (which notice may be served in 1943 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served.

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

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

17. The counter request of the Western Carriers made in May, 1940, for a ten per cent reduction in the existing rates of pay of certain employees is hereby withdrawn.

SIGNED AT CHICAGO, ILLINOIS.

This 17th Day of December, 1941.

# **SUPPLEMENTAL NATIONAL VACATION AGREEMENT WITH NON-OPERATING ORGANIZATIONS**

**Effective January 1, 1945**

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

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

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

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

Sec. 3. Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, Article 1 of the Vacation Agreement of December 17, 1941, is superseded by Section 2 of this Supplemental Agreement.

Sec. 4. Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof, if the basic straight time work week generally prevailing in this industry for any "craft or class

of employees" (to be interpreted as these words are used in the Railway Labor Act) represented by an organization signatory hereto, be reduced on a majority of the line haul carriers parties hereto below six days (48 hours) by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive work days constituting a vacation with pay for such "craft or class of employees" on such carriers under Section 2 (A) and (B) hereof will be correspondingly reduced. The provisions of Article 3 of the Vacation Agreement of December 17, 1941, shall not operate to prevent the reduction in vacation days in accordance with this Section 4.

Sec. 5. Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by this Supplemental Agreement, the said agreement, including the interpretations thereof as made by the parties, dated June 10, 1942, and July 20, 1942, and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Section 2 (A) and (B) of this Supplemental Agreement certain words and phrases which appeared in the Vacation Agreement of December 17, 1941, are used. The said interpretations which defined such words and phrases referred to above as they appeared in the Vacation Agreement of December 17, 1941, shall apply in construing them as they appear in Section 2 (A) and (B) hereof.

Sec. 6. Article 15 of the Vacation Agreement of December 17, 1941, as herein supplemented, is modified to read as follows:

"This agreement shall be effective January 1, 1945, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1946 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall

specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

Sec. 7. This agreement is subject to approval of court with respect to carriers in hands of receivers or trustees.

Sec. 8. This agreement shall become effective as provided herein when necessary governmental approval is obtained.

Sec. 9. This agreement has been entered into as a compromise and without admission by any party, in full settlement of the requests contained in the notices mentioned in the preamble, and none of the terms of this agreement nor the fact of making the same shall prejudice the rights of any party hereto in the event that changes shall hereafter be sought herein or in the agreement of December 17, 1941, as provided in Section 6 hereof.

SIGNED AT CHICAGO, ILLINOIS,

This 23rd Day of February, 1945,

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