



## AGREEMENT

Between  
**THE DENVER AND RIO GRANDE  
 WESTERN RAILROAD COMPANY**  
 And  
**SYSTEM FEDERATION NO. 10,  
 RAILWAY EMPLOYES' DEPARTMENT,  
 MECHANICAL SECTION THEREOF,  
 A. F. OF L. — C. I. O.**

Composed of:

1. **International Brotherhood of Boilermakers,  
 Iron Ship Builders, Blacksmiths, Forgers and  
 Helpers:**
2. **International Brotherhood of Electrical  
 Workers:**
3. **Brotherhood Railway Carmen of America.**

It is understood that this agreement shall apply to those who perform the work specified in this agreement in the Maintenance of Equipment, and all other Departments of this Company wherein work covered by this Agreement is performed.

**EFFECTIVE JULY 31, 1980**

**SUPERSEDING AGREEMENT  
 OF SEPTEMBER 1, 1940,  
 REISSUED JANUARY 1, 1968.**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY AND AFFIRMATIVE ACTION**

The policy of The Denver and Rio Grande Western Railroad Company is to employ, promote and otherwise treat prospective and present employees without regard to race, creed, color, sex, age or national origin.

This policy applies to all departments, to all work locations, and to all officers and employees.

**INDEX**  
(To Machinist, Sheet Metal Workers and  
Federation #10 Contract Books)

A		
SUBJECT	RULE NO.	PAGE NO.
Absence, without leave . . . . .	19	14
Absence, leave of . . . . .	18-A	13
Absorbing overtime . . . . .	8-(a)	9
Advance notice . . . . .	23, Supp. C	16, S-16, 24
Addendum to dues reduction . . . . .	Supp. H-2	S-65
Agreements carried in Supplement National:		
Coupling, Inspecting and Testing . . . . .	Supp. C	S-26, 39
Dental Plan . . . . .	Supp. E	S-45
Dependent Hospital, Medical Benefits . . . . .	Supp. D	S-43
Dues Deductions, etc. Cost free . . . . .	Supp. H, H-1	S-55, 57
Voluntary political contributions . . . . .	Supp. H-2	S-65
Employee Protection . . . . .	Supp. C	S-15
Holidays . . . . .	Supp. A	S-1
Incidental Work Rule, SMWIA . . . . .	Supp. F	S-46
Insufficient work for mechanic of each craft . . . . .	Supp. C	S-25
Payment to employees under certain circumstances . . . . .	Supp. I	S-68
Resolution of job protection and subcontracting disputes . . . . .	Supp. C	S-26, 33, 40
Subcontracting . . . . .	Supp. C	S-24, 33, 38
Supplemental sick benefits . . . . .	Supp. D-1	S-44
Union shop agreement of 2/16/53 . . . . .	Supp. G	S-48
Vacation . . . . .	Supp. B	S-7
Memorandum:		
Ogden Leadman . . . . .	Supp. M	S-77
Mobile Unit #569 . . . . .	Supp. O	S-79
Retain Rule 16 over Art. III, 9/25/65 . . . . .	Supp. N	S-78
Roadway Machine Repairmen . . . . .	Supp. L	S-75
Set-up Machinist Apprentices, etc. . . . .	Supp. J	S-71
Exception to only working first shift for Sheet Metal Worker Apprentices . . . . .	Supp. K	S-74
Air, coupling, inspecting, testing . . . . .	Supp. C	S-26, 39
Applications for bulletined positions . . . . .	15	11
Applications for employment . . . . .	35	28
Apprentices (general) . . . . .	34	24-28
Employment of . . . . .	34	24
Ratio of . . . . .	34(j)	26
Schedule of work . . . . .	50, 64, 75 82, 89, 98	33, 37, 39 41, 43, 45
Upgrading . . . . .	50(b), 99, Supp. J	33, 45 S-71
Assigned Collar Packers . . . . .	48	33
Assigned to running repair.		

SUBJECT	RULE NO.	PAGE NO.
Boilermakers .....	56	35
Machinists .....	49	33
Sheet Metal Workers .....	80	40
Assignment-regular relief .....	1(e)	4
Assignment-road work:		
Hourly basis .....	10	9
Monthly basis .....	11	10
Assignment Works Holiday .....	6(j)	8
Attendant, tool room .....	63	37
Attending court as		
Carrier Witness .....	21-A	14
<b>B</b>		
Batteries-handling .....	90	43
Beginning of work week .....	1(h)	5
Bereavement leave .....	18-B	14
Blacksmiths:		
Differential .....	74	39
Helpers .....	69	38
Qualifications .....	67	38
Special rules .....	67-75	38-39
Work of .....	68, 69	38
Blue flag .....	36(e)	29
Boilermakers:		
Differential .....	65	37
Helpers .....	54	35
Helper differentials .....	66	37
Qualifications .....	52	34
Special rules .....	52-66	34-37
Special service .....	57	36
Work of .....	53, 54	34, 35
Building fires .....	70	38
Bulletining new positions, vacancies .....	15	11
Bumping or rolling .....	27	20
<b>C</b>		
Calls .....	6(a)	7
Calls, emergency road work .....	7	8
Carmen:		
Differentials .....	100	48
Helpers .....	93	44
Inspectors .....	94	44
Ogden lead carman .....	Supp. M	S-77
Qualifications .....	91	43
Records of car seals, etc. ....	95(b)	44
Special rules .....	91-100	43-48
Upgrading Apprentices, etc. ....	99	45
Work of .....	92, 93	43, 44
Cellar Packers .....	48	33
Changing shifts-overtime .....	4	6
Checking in and out .....	44	32
Claims and grievances-handling .....	31	22
Classification of work:		
Blacksmiths and their helpers .....	68, 69	38
Boilermakers and their helpers .....	53, 54	34, 35

SUBJECT	RULE NO.	PAGE NO.
Carmen and their helpers	92, 93	43, 44
Electrical Workers and their helpers	85, 87	41, 42
Flue Welders	55	35
Machinists and their helpers	46, 47	32, 33
Roadway machine and equipment Repairmen and helpers	Supp. L	S-75
Sheet Metal Workers and their helpers	77, 78	40
Coach Cleaners	97	45
Coal and oil for smithing	72	39
Committees, local union	31, 33	23, 24
Conferences during work	31	23
Contracting out work	Supp. C	S-24, 33, 38
Cost free dues deduction	Supp. H, H-1	S-55, 57
Cost of living adjustment	104	49
Cooling boilers	60	36
Coupling, inspecting, testing air	Supp. C	S-26, 39
Court, attending as Carrier Witness	21	14
Craft seniority	27	18
Crane Operators	86	42
Cranes, tractors-helpers operate	28(g)	21
Crews, wrecking	41	31

#### D

Dead work and running repairs	49, 56, 80	33, 35, 40
Dental plan	Supp. E	S-45
Dependents, health and welfare benefits	Supp. D	S-43
Derailments	41	31
Deviation from Mon.-Fri. workweek	1(f)	4
Differentials-See craft or subject hearing. For example look under "Blacksmith.		
Discipline	32	24
Distribution of overtime	8	9
Double time	6(h) and (i)	7, 8
Drinking water, etc.	36(a)	29
Drivers of steam hammers	73	39
Dues deduction agreements	Supp. H, H-1, H-2	S-55 57, 65

#### E

Electrical Workers:		
Differential	88	42
Helpers	87	42
Qualifications	84	41
Special Rules	84-90	41-43
Work of	85, 87	41, 42
Emergency conditions	23(e)	17
Emergency service-road	7	8
Employee information for General Chairman	12	10
Employee protection	36, Supp. C	29, S-15
Employees, transfer of	17, 25	13, 18
Employment: Applications for	35	28

SUBJECT	RULE NO.	PAGE NO.
Laid off employees seeking .....	24	18
Of Apprentices .....	34	24
Outside .....	18(b)	13
Entry rates .....	104	50, 51
Equipment, scrapping of .....	42	32
Examinations:		
Apprentice .....	34(b) and (u)	25, 27
Physical .....	23(c), 35	16, 28
Exercising seniority .....	15, 23, 99	11, 16, 45
Expanding flues .....	61	36
Expenses .....	7(b), 9(d), 10(b), 11(c)	8, 9, 11
Extra and Relief work .....	23(f)	17
<b>F</b>		
Faithful service .....	20	14
False information in application .....	35	28
Federal Inspections .....	51, 65, 88(b)	33, 37, 42
Filing name & add. when required .....	23	16
Filling vacancies-higher or lower .....	14, 15, 30	11, 22
Fires-preparation of .....	70	38
Five day positions .....	1(b)	3
Flues, expanding and rolling .....	61, 62	36, 37
Flue welding-classification of work .....	55	35
Forces, increase or reduction of .....	23	16
Foremen, promotion to, etc. ....	16, 30	12
Foreman, filling temporarily .....	30	22
Forfeiting seniority .....	18(b), 23(a), and (c)	13, 16
Forty hour week .....	1	3
Free transportation:		
For covered employees .....	39	30
For furloughed employees .....	24	18
Furloughed employees:		
Seeking employment .....	24	18
Transferring .....	25	18
Furnaces-fires, preparation of .....	70	38
Furnace Operators and Heaters .....	71	38
Furnishing necessary help .....	40	31
<b>G</b>		
General Chairman get employee information .....	12	10
General Rules, application of .....	101	48
Grievances .....	31	23
<b>H</b>		
Hammer, Steam Drivers .....	73	39
Handling claims and grievances .....	31	23
Health and welfare .....	Supp. D	S-43
Heaters, Furnace Operators .....	71	38
Help, furnishing necessary .....	40	31
Helpers-classification of work:		
Blacksmiths .....	69	38
Boilermakers .....	54	35
Carmen .....	93	44
Electrical Worker .....	87	42

SUBJECT	RULE NO.	PAGE NO.
Machinist .....	47	33
Sheet Metal Worker.....	78	40
Higher rated position, filling of .....	14	11
Holidays:		
Paid holidays .....	Supp. A	S-1
Work on .....	Supp. A	S-5
Hospital, surgical		
dependent benefits.....	Supp. D	43
Hours of service.....	1	3
I		
Ice water, etc.....	36(a)	29
Incidental Work Rule .....	28(b)	
	Supp. F	20, S-46
Increasing work force.....	23	16
Injuries, personal.....	37	30
Inspectors:		
Boilermakers .....	65	37
Carmen .....	94, 95, 100	44, 48
Electrical Worker.....	88	42
Machinist .....	51	33
Insufficient work for Mechanic		
of each craft.....	28(c),	
	Supp. C	21, S-25
Intermittent service, 10-hour spread.....	13	10
Interpretation of Rules.....	103	48
Investigations, formal.....	32	24
J		
Jury duty.....	21-B	15
L		
Lead workers.....	43, Supp. M	32, S-77
Leave of absence:		
General .....	18-A(a)	13
Employee representative.....	18(d)	14
Military service.....	18(e)	14
Leave, bereavement.....	18-B	14
Local Chairman.....	8(b)	9
Local committee.....	31	23
M		
Machinists:		
Differential .....	51	33
Helpers .....	47	33
Qualifications .....	45	32
Special Rules.....	45-51	32, 34
Work of .....	46, 47	32, 33
Meal period.....	5	7
Meals and lodging.....	7(b), 9(d),	
	10(b), 11(c)	8, 9, 11
Military leave of absence.....	18(e)	14
Miscellaneous.....	90, 95	43, 44
Mobile Unit #569.....	Supp. O	S-79
Monthly rates of pay.....	11	10
Motor Car Repairmen and Helpers.....	Supp. L	S-75

SUBJECT	RULE NO.	PAGE NO.
<b>N</b>		
National Agreements:		
Coupling inspecting and testing . . . . .	Supp. C, C-3	
Dental plan . . . . .	Supp. E	
Dues by payroll deduction . . . . .	Supp. H	
Employee protection . . . . .	Supp. C, C-1	
	C-2	
Health and welfare . . . . .	Supp. D	
Holiday . . . . .	Supp. A	
Incidental Work Rule . . . . .	28(b)	
Incidental Work Rule for SMWIA . . . . .	Supp. F	
Outlying points . . . . .	Supp. C	
Payments to employees injured under certain circumstances . . . . .	Supp. I	
Polit. contribution payroll deduct. . . . .	Supp. H-2	
Subcontracting . . . . .	Supp. C, C-1	
	C-2	
Supplemental sick benefits . . . . .	Supp. D-1	
Union Shop Agreement . . . . .	Supp. G	
Vacation . . . . .	Supp. B	
Negotiation of Rules . . . . .	103	48
New positions-filling . . . . .	15	11
Non-consecutive rest days . . . . .	1(g)	4, 5
Notices . . . . .	23, 28	16, 30
<b>O</b>		
Observing company rules . . . . .	36(c)	29
Official positions . . . . .	16	12
Off track vehicle coverage . . . . .	Supp. I	
Ogden Locomotive Carman . . . . .	Supp. M	
Oil and Coal for Smithing purposes . . . . .	72	39
Outlying points . . . . .	Supp. C, 28(c)	S-25, 21
Outside employment . . . . .	18A(b)	13
Overtime . . . . .	6	7
Absorbing . . . . .	8(a)	9
Advance of regular hours . . . . .	6(g)	7
After regular hours . . . . .	6(c)	7
Calls . . . . .	6(f)	7
Changing shifts . . . . .	4	6
Distribution of . . . . .	8(b)	9
Double time . . . . .	6(h), (i)	7, 8
Emergency road work . . . . .	7	8
Holidays . . . . .	6(b)	7
Meal periods . . . . .	5(c)	7
Rest days . . . . .	6(b)	7
Shops closed . . . . .	26	18
<b>P</b>		
Passes, free . . . . .	39	31
When seeking employment . . . . .	25	18
Paying off-shelter, shortages, etc. . . . .	22	15
Pay rates . . . . .	104	48, 49
Payment to employees injured under certain circumstances . . . . .	Supp. I	S-68
Personal injuries, signing release . . . . .	37	30
Physical examinations . . . . .	23(c)	16



SUBJECT	RULE NO.	PAGE NO.
Political contribution deduction . . . . .	Supp. H-2	S-65
Positions:		
Abolished . . . . .	23	16
Five day and others . . . . .	1	3
Foreman . . . . .	16	12
New . . . . .	15	11
Qualifying for . . . . .	15(c)	11
Temporary foremanship . . . . .	30	22
Temporary vacancies . . . . .	9	9
Vacancies . . . . .	14, 15	11
Working foreman . . . . .	16(d)	12
Policy statement . . . . .		2
Preamble . . . . .		3
Preferred shifts . . . . .	3	6
Preparing furnaces, fires . . . . .	70	38
Presenting claims, grievances . . . . .	31	22
Printing Agreement . . . . .	102	48
Progressing claims, grievances . . . . .	31	22
Promotion to working foreman . . . . .	16	12
Protection of employees . . . . .	36, 58, 59 60, 81, 90, Supp. C	29, 36, 41 43, S-15

## Q

Qualifications for:		
Blacksmiths . . . . .	67	38
Boilermakers . . . . .	52	34
Carmen . . . . .	91	43
Electrical Workers . . . . .	84	41
Machinists . . . . .	45	32
Sheet Metal Workers . . . . .	76	40
Qualifying for positions . . . . .	15(c), 25	11, 18

## R

Rates of pay:		
Entry rates . . . . .	104	50, 51
Filling vacancies . . . . .	14	11
General . . . . .	104	49
Ratio of Apprentices to Mechanics . . . . .	34(j)	26
Records of Car Seats, etc.		
by Carmen . . . . .	95(b)	44
Records of overtime . . . . .	8(b)	9
Reduction of forces . . . . .	23	16
Regular road work assignment:		
Hourly basis . . . . .	10	9
Monthly basis . . . . .	11	10
Reinstatements, basis for . . . . .	32(f)	24
Releases, signing . . . . .	37	30
Relief assignments . . . . .	1(e)	4
Reporting for work and not used . . . . .	6(e)	7

SUBJECT	RULE NO.	PAGE NO.
Resolving disputes.....	31, Supp. C	22, S-26
Rest days.....	1 (b, c, d, e, f, g) 6(b)	3, 4 7
Overtime.....		
Roadway Machine & Equipment		
Repairmen.....	Supp. L	S-75
Road work.....	79, 96, Supp. O	40, 44 S-79
Emergency.....	7	8
Hourly basis.....	10	9
Monthly basis.....	11	10
Roadway Equipment Shop.....	Supp. L	S-75
Rolling or bumping.....	27	20
Rolling flues.....	62	37
Rosters, seniority.....	27	19
Rule 16(d) retained.....	Supp. N	S-78
Rules, negotiation of.....	103	48
Rules, observance of.....	36(c)	29
Running repairs-assignment to.....	49, 56, 80	33, 35, 40
<b>S</b>		
Sanitation & protection of employees.....	36, 58, 59 60, 81, 90	29, 36, 41 43
Schedule of work for Apprentices.....	50, 64, 75 82, 89, 98	33, 37, 39, 41, 43, 45
Scope Rule.....		1
Scrapping equipment.....	42	32
Seniority:		
Cranemen.....	86	42
Exercise of.....	15	11
Forfeiting.....	18(b)	14
General.....	27	18
Point.....	27	18
Retention of.....	23(a,c)	16
Seven-day positions.....	1(d)	4
Transfer of.....	17	13
Set Up Apprentices, Helpers.....	99, Supp. J	45, S-72
Sheet Metal Workers:		
Differentials.....	83	41
Helpers.....	78	40
Qualifications.....	76	40
Special Rules.....	76-83	40, 41
Shelter, when paid under.....	22(e)	16
Shifts:		
Changing.....	4	6
Preferred.....	3	6
Working.....	2	2
Shops closed, time allowance.....	26	18
Shops, condition of.....	36	29
Shortage of pay.....	22(c)	15
Shut down-suspension of work.....	31	23, 24
Sickness.....	19	14
Signing releases, personal injury.....	37	30
Six-day positions.....	1(c)	3
Special Rules:		
Blacksmiths.....	67-75	38-39
Boilermakers.....	52-66	34-37

SUBJECT	RULE NO.	PAGE NO.
Carmen .....	91-100	43-48
Electrical Workers .....	84-90	41-43
Machinists .....	45-51	32-33
Sheet Metal Workers .....	76-83	40-41
Special Board of Adjustment #570 .....	Supp. C	S-26
Special service-Boilermakers .....	57	36
Starting times .....	2	5
Steam Hammer Drivers .....	73	39
Subcontracting .....	Supp. C	S-24
Suits, personal injury .....	37	30
Sunday work .....	1(i)	5
supervisory positions .....	16, Supp. N	12, S-78
Supplemental sick benefit plan .....	Supp. D-1	S-44
Supplies-Carmen .....	95	44
Suspension of work-shut downs .....	31	23, 24
<b>T</b>		
Temporary force reductions .....	23(e)	17
Temporary foremanship .....	30	22
Temporary vacancies .....	9	9
Ten hour spread-intermittent service .....	13	10
Terminating clause .....	105	52
Time allowance when shop closed .....	26	18
Time limit on claims .....	31	22
Tool Room Attendant-Boiler shop .....	63	37
Tractor cranes .....	28(g)	20
Transfer of work .....	Supp. C	S-15-23
Transferring employees .....	17, 25	13, 18
Transportation: Free .....	39	30
Seeking employment .....	24	18
Travel and waiting time .....	7, 9, 10	8, 9
<b>U</b>		
Union Shop Agreement .....	Supp. G	S-48
Upgrading Carmen, Helpers, Apprentices, etc. ....	99	45
Upgrading Machinist Helpers, Apprentices .....	Supp. J	S-72
<b>V</b>		
Vacancies-filling, rates of pay .....	14	11
New positions .....	15	11
Temporary .....	9	9
Vacations .....	Supp. 13	S-7
<b>W</b>		
Wages: Assigned to road work:		
Hourly basis .....	10	9
Monthly basis .....	11	10
General .....	104	50
Welders .....	29	21
Welding-flues .....	55	35
Work shifts .....	2	5
Work requirements .....	28	20
Work week .....	36, 58, 59, 60, 81, 90	29, 36, 36, 36, 41, 43
Wrecking crews .....	41	
Wrecking service .....	7, 15(a), 41	8, 11, 31

# **GENERAL RULES**

## **PREAMBLE**

The parties to this Agreement pledge that no provision herein shall be interpreted or applied in a manner that would unlawfully discriminate against any employee because of race, color, religion, national origin, or sex.

The welfare of the Denver and Rio Grande Western Railroad Company and its employees is dependent largely upon the service which the railroad renders the public. Improvements in this service and economy in operating and maintenance expenses are promoted by willing cooperation between the railroad management and the voluntary organizations of its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroad are greatly encouraged. The parties to this agreement recognize the foregoing principles and agree to be governed by them in their relations.

## **RULE 1.**

### **HOURS OF SERVICE**

Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in these rules, or as may hereafter be legally established between the carrier and the employees, shall be paid on the hourly basis.

### **THE 40-HOUR WORK WEEK**

#### **Section 1. — Establishment of Shorter Work Week**

##### **Note**

The expressions "positions" and "work" used in this Rule refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

##### **(a) — General**

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

##### **(b) — Five-day Positions**

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

##### **(c) — Six-day Positions**

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

**(d) — Seven-day Positions.**

On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

**(e) — Regular Relief Assignments**

All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on the other days as may be assigned.

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

**(f) — Deviation from Monday-Friday Week**

If in positions or work extending over a period of five days per week, an operations problem arises which the Company contends cannot be met under the provisions of Section 1, Paragraph (b) above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

**(g) — Non-Consecutive Rest Days**

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

- (1) All possible relief positions shall be established pursuant to Paragraph (e) of this rule.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief employees may be given nonconsecutive rest days.

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

**(h) — Beginning of the Work Week**

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

**(i) — Sunday Work**

Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

**RULE 2.  
WORKING SHIFTS**

(a) Where but one shift is employed, service requirements permitting, the starting time will be not earlier than 7:00 A.M., nor later than 8:00 A.M. Service requirements, however, to govern with respect to the establishment of the necessary variation of the starting time for the different classes of service. Mutual agreement shall be reached between the Master Mechanic and Local Committee, based on service requirements, where necessary for a part of the employees engaged in any particular class of service to have a different starting time from that of the other employees in the same class.

(b) Where two shifts are employed, the starting time of the first shift will be governed by the provisions of Paragraph (a) of this rule, and the second shift will start not later than 8:00 P.M., unless otherwise agreed to by the Master Mechanic and Local Committee according to service requirements.

(c) Where three shifts are employed, the starting time of the first shift will be governed by the provisions of Paragraph (a) of this rule, and the starting time of the second and third shifts will be continuous therewith, unless otherwise mutually agreed upon by the management and the committee to meet the requirements of the service.

### **RULE 3.**

#### **PREFERRED SHIFTS**

Employees serving on night shifts, desiring day work, shall have preference when vacancies occur, according to seniority, and as provided in Paragraph (a) of Rule 15.

### **RULE 4.**

#### **OVERTIME — CHANGING SHIFTS**

(a) Except as provided in Paragraph (c), employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two or more consecutive shifts on a new shift shall be considered transferred.

(b) Change of shifts as result of exercise of seniority rights, including exercise of rights under Rule 23 (a) will be paid for at straight time rates.

(c) If it becomes necessary to create a relief job in which the assigned relief employee is compelled to perform work on different shifts in order to have five work days included in his assignment, such employee will not be paid overtime rates for changing shifts to perform the work on the shifts included in his assignment.

If such employee is required to change shifts for any other reason, he will be paid overtime rates for the first shift of each change except as provided in Paragraph (b) of this rule.

(d) In the application of the Vacation Agreement, if a vacation relief worker is not employed and no application on the basis of seniority is received to fill the assignment of an employee on vacation, the foreman and the local chairman will select a qualified employee from the first shift who will be used to fill the assignment of the employee on vacation and this rule will be applicable to such employee, but the employee will also assume the rest days of the vacation position and in the event this produces more than five days in his work week, payment on the sixth and/or seventh day will be straight-time rate.

This rule will also be applicable in cases where the Carrier moves an employee from a shift other than first shift to fill a vacation assignment on another shift.

## **RULE 5. MEAL PERIODS**

(a) The commencing time of the *meal period* on one or two working shifts shall be not later than the close of the *fifth hour* of service. The length of the meal period shall be not less than thirty minutes nor more than one hour.

(b) Where three shifts are employed, an allowance of twenty minutes will be made for lunch, without deduction from pay, within the limits of the fifth hour.

(c) *Employees* required to work all or part of the lunch period shall be allowed time at a rate of time and one-half for such time in excess of eight hours, after deducting time used for lunch from time worked during lunch period, on minute basis, and shall not be required to work during lunch period, except to meet an emergency requirement of the service. [See Rule 6 (d)].

## **RULE 6.**

### **OVERTIME, REST DAYS AND HOLIDAY WORK**

(a) All *overtime* continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

(b) Work performed on an employee's rest days and the following legal holidays, namely: New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

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

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

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

(f) Employees called or required to report for work and reporting will be allowed a minimum of four hours for two hours and forty minutes or less, and will be required to do only such work as called for or other emergency work.

(g) Employees will be allowed time and one-half on minute basis for service performed continuously in advance of the regular working period with a minimum of one (1) hour, the advance period to be not more than one (1) hour.

(h) Except as otherwise provided all overtime actually worked beyond sixteen (16) hours of service in any twenty-four (24) hour



period computed from starting time of employee's regular shift, shall be paid for at rate of double time.

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

(j) Employees regularly assigned to work on holidays or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

(k) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays, or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included in computations leading to overtime.

## **RULE 7.**

### **EMERGENCY ROAD AND WRECKING SERVICE**

(a) An employee, regularly assigned to work at a shop, enginehouse, repair track, or inspection point when called for emergency road work away from shop, enginehouse, repair track, or inspection point, will be paid from the time called to leave home station until his return, for all time worked. For work performed on their regular assigned rest days and holidays, and for all time outside of their regular assigned hours at home station whether working, waiting, or travelling, to be paid rate of time and one-half times pro rata rate.

(b) If during the time on the road an employee is relieved from duty for five hours or more where sleeping accommodations are furnished or are available, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by the company, actual necessary expenses will be allowed.

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

(d) If required to leave home station during overtime hours, they

will be allowed one hour preparatory time at one and one-half times *pro rata* rate.

(e) Wrecking Service employees will be paid under the provisions of this rule.

#### **RULE 8.**

##### **DISTRIBUTION OF OVERTIME**

(a) When it becomes necessary for employees to work overtime, they shall not be required to lay off during regular working hours to equalize the time. Overtime will be distributed equally among the separate classes of employees, such as back shop, round-house, wheel shop, repair yards, trainyards, etc., so far as the character of the work will permit.

(b) Records will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally. The responsibility of distributing overtime will rest with the Local Chairman of the craft involved.

#### **RULE 9.**

##### **TEMPORARY VACANCIES**

(a) Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of arrival at point to which sent at straight time rates.

(b) If on arrival at the outlying point the employee is released for five or more hours before starting work, where sleeping accommodations are furnished or are available, time will not be allowed for such hours.

(c) While at such outside point the employee will be paid straight time and overtime in accordance with the bulletined hours at that point and not less than eight hours for each working day.

(d) Where meals and lodging are not provided by the company, actual necessary expenses will be allowed. Continuous time will be allowed from time of leaving to time of arrival at home point on straight time basis.

#### **RULE 10.**

##### **REGULAR ASSIGNMENT TO ROAD WORK — HOURLY BASIS**

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

(b) Straight time for all hours traveling and waiting, straight time for work performed during regular hours, and overtime rates for work performed during overtime hours. If relieved from duty and

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

#### **RULE 11.**

##### **REGULARLY ASSIGNED TO ROAD WORK — MONTHLY BASIS**

(a) Employees regularly assigned to road work and paid on a monthly basis, shall be paid not less than the minimum hourly rate established for the corresponding class of employees, coming under the provisions of this agreement on the basis of three hundred and thirteen (313) eight-hour days per calendar year. The monthly salary is arrived at by dividing the total earnings of 2776 hours by 12. No overtime to be allowed for time worked in excess of eight hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

(b) The regular assigned road employees under the provisions of this rule may be used, when at home point, to perform any work in connection with the work of their craft.

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

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

#### **RULE 12.**

##### **EMPLOYEE INFORMATION**

Commencing June 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employee's identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

#### **RULE 13.**

##### **INTERMITTENT SERVICE — TEN-HOUR SPREAD**

Where the requirements of the service are intermittent (not continuous), employees may be assigned to protect the service over a period of ten (10) hours, with a minimum allowance of eight hours for eight hours' actual work, or less. For all time worked in excess

of eight hours in any twenty-four (24) hour period, regular overtime rules are to apply.

#### **RULE 14.**

##### **FILLING VACANCIES — RATES OF PAY**

(a) An employee required to fill a temporary vacancy, paying a higher rate of pay, shall receive the higher rate, but if required to fill temporarily a vacancy paying a lower rate, his rate will not be changed. This does not, however, apply in reduction of force.

(b) When an employee is used on work paying a higher rate of pay for four hours or less, in any one day, he shall be paid the higher rate on the minute basis, with a minimum of one hour; for more than four hours in any one day, the higher rate will apply for that day.

#### **RULE 15.**

##### **FILLING NEW POSITIONS OR VACANCIES**

(a) In filling new positions or vacancies in the respective crafts, the oldest employee in point of seniority bidding on bulletin thereunder shall, if sufficient ability is shown by fair trial, be given preference in filling such positions or vacancies.

**Note:** Assignments of employees in charge of wrecking crews, or as wrecking engineer, will not be considered as vacancies under this rule, and employees for these jobs will be selected by the Management in accordance with the established practice.

(b) All new positions and vacancies shall be bulletined for five (5) days before being permanently filled.

(c) An employee exercising his seniority under this rule, after a fair trial, failing to qualify, shall be permitted to displace only the youngest employee in his craft. In case a new position or vacancy is filled in accordance with this rule, and the applicant fails to qualify, the next applicant in order, qualified to do the work, will be assigned to the position.

(d) If there are no applicants under the bulletin, or if those applying are not sufficiently qualified to do the work, the position will be filled by the assignment of junior employee qualified to do the work.

(e) Employees exercising seniority rights under this rule will do so without expense to the company.

(f) Copy of application filed under a bulletin shall be given to the Local Chairman, if desired.

(g) Employees returning from leave of absence, vacation, or furlough desiring to exercise seniority, must do so within five (5) days after return to service.

**RULE 16.**  
**PROMOTION**

(a) Mechanics in service will be considered for promotion to position of foreman.

(b) It is the policy of the company to promote its own employees, and only when competent employees cannot be found in the ranks, or will not accept promotion will it be the disposition of the company to vary from this policy.

(c) Employees promoted to supervisory positions and/or other special service with the company will retain their seniority at last point employed as mechanics so long as service is continuous.

(d) Positions of working foremen at the following points

Colo. Springs	La Veta	Bond	Thistle
Walsenburg	Chama	Leadville	Salina
Phippsburg	Durango	Montrose	Garfield
Tabernash	Glenwood	Sunnyside	Provo

will be governed by the following provisions of this Paragraph (d):

1. On or after October 15, 1955, if a working foreman is junior to a furloughed mechanic of the same craft in his seniority district, the position of such working foreman will be considered a permanent vacancy and will be bulletined in line with the provisions of Paragraph 2. Thereafter, mechanics will not displace on such position unless they are furloughed and senior to the working foreman or under the provisions of Paragraph 5.
2. After the effective date of this rule, permanent vacancies for working foremen will be bulletined for five days within the seniority district, subject to the provisions of Paragraph 5, to mechanics of the craft from which the position was previously filled and the senior qualified applicant will be assigned.
3. In the case of new positions for working foremen, it will first be determined which craft should fill the position and after that is done, the position will be bulletined for five days within the seniority district and the senior qualified applicant will be assigned.
4. In the application of Sections 1, 2 and 3 of this Paragraph (d) should the question of qualification arise, the matter will be determined by the Chief Mechanical Officer of his representative, and the General Chairman of the craft involved.
5. When the nature of the preponderance of work on a position of working foreman changes to such an extent that the work belongs in a different craft, the Chief Mechanical Officer will notify the General Chairman of each craft involved.

or the General Chairman of each craft involved will notify the Chief Mechanical Officer, and the parties will meet to reach agreement as to which craft shall fill the position.

6. Mechanics returning from leave of absence or vacation desiring to exercise seniority on position of working foreman which has been bulletined during their absence, must do so within five days after return to service.
7. Working foremen may perform mechanics' work at points listed in this rule.
8. No rules or agreements other than Rule 16 of the current contract shall be applicable to working foremen.
9. This rule does not guarantee that the positions of working foremen at the points named in this rule will be maintained. No new positions of working foreman at points other than listed in this rule will be established without the approval of the General Chairman of the Machinists and the Sheet Metal Workers and the Federation.
10. Mechanics assigned to the position of working foreman will continue to be accorded the privileges, courtesies, etc., usually accorded subordinate officials. (See supplement N).

#### **RULE 17.**

#### **EMPLOYEES TRANSFERRED**

Employees transferred, for any reason, to a position subject to this agreement, from one seniority point to another under conditions where the transfer becomes permanent 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 the date of transfer. Employees will not be compelled to accept a permanent transfer to another point.

#### **RULE 18-A.**

#### **LEAVE OF ABSENCE**

(a) Except for physical disability, when the requirements of the service will permit, employees, on request, will be granted leave of absence for not to exceed ninety (90) days in any calendar year, unless extension thereof is arranged by mutual agreement between the Chief Mechanical Officer and the General Chairman of the craft involved.

(b) An employee on leave of absence who engages in other employment will lose his seniority, unless proper provision authorizing same shall have been made by the Chief Mechanical Officer and the General Chairman of his craft.

(c) The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious

importance to the employee, is an improper practice and may be handled as unjust treatment under this agreement.

(d) Employees elected as representatives of employees, and taking leave of absence, shall be considered in the service of the company, and shall retain their seniority right if asserted within thirty (30) days after release from this excepted employment.

(e) Employees entering or returning from military service will be governed by the Federal law covering such service.

#### **RULE 18-B.**

##### **BEREAVEMENT LEAVE**

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

#### **RULE 19.**

##### **ABSENCE FROM WORK WITHOUT LEAVE**

(a) An employee desiring to remain away from service must obtain permission from his foreman to do so; but if sickness, or other unavoidable cause, prevents him from reporting at his regular post of duty, he shall notify the foreman as promptly as possible. Failure to do so places said employee liable to discipline.

(b) An employee who has been absent from duty for any cause shall notify his foreman of his intention to return to work before the end of his regular shift on preceding day.

#### **RULE 20.**

##### **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 to such light work in their line as they are able to handle. If changed to another classification or occupation, they will receive the rate paid for work to which assigned.

#### **RULE 21-A.**

##### **ATTENDING COURT**

Employees attending court as witnesses on behalf of the company will be paid eight hours per day for week days, Sundays and holidays. Necessary transportation and expenses will be allowed

In addition to the foregoing and the company will be entitled to certificate for witness fees in all cases.

#### **RULE 21 - B**

##### **JURY DUTY**

Insofar as applicable to the employees covered by this Agreement, Article III - Jury Duty - of the Agreement of September 2, 1969, is hereby amended to read as follows:

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

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
  - (a) ends within four hours of the start of his assignment; or,
  - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

This Article shall become effective fifteen (15) days after the date of this Agreement.

#### **RULE 22.**

##### **PAYING OFF**

(a) Employees will be paid off during the day shift working hours, semi-monthly, except where existing State Laws provide a more desirable paying off condition.



(b) Should the regular pay day fall on a holiday or Sunday, employees will be paid on the preceding day.

(c) When there is a shortage equal to one day's pay, or more, in the pay of an employee, if requested, a voucher will be issued to cover the shortage.

(d) Employees leaving the service of the company, will be paid as promptly as practicable and within twenty-four hours, if possible to do so.

(e) During inclement weather, provisions will be made to pay off employees under shelter, where buildings are available.

(f) Employees will be notified by stub attached to pay check of deductions made in their pay.

**Note:** The existing practice with respect to paying off at Denver, Pueblo, Alamosa, Salida, Grand Junction, Helper and Salt Lake City shops will be continued.

#### **RULE 23.**

#### **REDUCTION OF FORCES**

(a) In making force reductions, the force at any point or in any department or craft may be reduced; seniority as per Rule 27 to govern. Employees affected will give written notice to the foreman, with copy to the Local Chairman, of their intention to exercise seniority rights within five (5) days after receiving notice of reduction, and will take the rate of the job to which assigned.

Employees laid off under this rule who desire to retain their seniority rights will file their address in writing with their employing officer, (receipt of which will be acknowledged and copy of such receipt will be furnished the Local Chairman), and also notify the officer in charge, in writing, of any subsequent change in address, (receipt of which will be acknowledged and copy of such receipt will be furnished the Local Chairman).

(b) Not less than five (5) working days' advance notice will be given the employees affected before reduction is made, or when a shop is to be closed, and lists will be furnished the Local Chairman.

(c) In the restoration of forces, senior laid off employees will be given preference in returning to service if available within fifteen (15) days; provided, however, that after ninety (90) days out of service, they shall pass a satisfactory physical reexamination. Employees failing to return to service within fifteen (15) days after being notified at address of last record, unless an extension has been agreed upon and granted by the Local Committee and the Master Mechanic, will forfeit all seniority.

**Note:** The medical provisions of Paragraph (c), this rule, are accepted under protest by the organizations.

(d) The Local Committee will be furnished a list of employees

to be returned to service. In reduction of force, the ratio of apprentices shall be maintained.

(e) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph below, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of a carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

#### **(f) USING FURLOUGHED EMPLOYEES TO PERFORM EXTRA AND RELIEF WORK**

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

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

such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

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

**Note 1:** This rule does not apply to extra work.

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

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

#### **RULE 24.**

#### **SEEKING EMPLOYMENT**

Employees laid off on account of reduction in force who desire to seek employment at some other point, will, upon application, be furnished with a one-way pass to any point desired on the railroad, provided request is made within thirty (30) days from date of laid off.

#### **RULE 25.**

#### **TRANSFERS**

When reducing forces, if employees are needed at any other point, the senior employees having the necessary ability will be given preference to transfer from the nearest point, with privilege of returning to home station when forces are increased, such transfer to be made without expense to the company.

#### **RULE 26.**

#### **TIME ALLOWANCE WHEN SHOPS ARE CLOSED DOWN**

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 27.**

#### **SENIORITY**

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

Denver (including Bond)

Phippsburg (including

Helper (including Spring  
Canyon, Kenilworth,  
Castle Gate, Soldier

Craig)  
Pueblo (including Colorado  
Springs, Canon City,  
Walsenburg and  
Trinidad)

Salida (including Ten-  
nessee Pass, Montrose and  
Leadville)

Minturn

Grand Junction (including  
Glenwood, Delta and  
Somerset)

Summit and Sunnyside)  
Salt Lake (including  
Thistle, Provo, Garfield,  
Salina and Ogden)

Alamosa (including  
La Veta, Fir, Cumbres and  
Chama)

Durango

Separate seniority will be maintained in each craft as follows,  
and employees shall not hold seniority in more than one class in  
his craft:

#### **Craft Seniority**

Machinists  
Journeyman  
Helpers  
Apprentices

Blacksmiths  
Journeyman  
Helpers  
Apprentices

Sheet Metal Workers  
Journeyman  
Helpers  
Apprentices

Patternmakers  
Helpers  
Apprentices

Boilermakers  
Journeyman  
Flue Welders  
Helpers  
Apprentices

Carmen  
Journeyman (freight, passen-  
ger and steel carmen, wood  
mill machine operators, lo-  
comotive carpenters)

Journeyman Painters (pas-  
senger, locomotive and  
freight car painters)

Upholsterers

Electrical Workers  
Journeyman  
Electric Crane Operators  
Helpers  
Apprentices

Seniority lists will be posted in January of each year for a period  
of sixty (60) days and the Local Committeemen will be furnished a  
copy of the seniority lists for employees of their respective senior-  
ity districts. Seniority lists will be approved by Master Mechanic  
and Local Committee.

In the establishment of seniority for all new employees, whenever two or more employees enter the service on the same date, the employee who completes the application papers and physical examination first will be placed on the seniority roster ahead of the other employees entering the service at the same time, and in the event there are more than two, the same procedure will be followed with respect to the others.

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

**Note:** Seniority rosters Denver (including Bond) to be in accordance with letter agreement October 2, 1947 covering coordination of D&SL and D&RGW.

## **RULE 28.**

### **WORK REQUIREMENTS**

(a) Mechanics and apprentices, regularly employed as such, shall do the work specified as that to be assigned to mechanics in accordance with the special rules of each craft, except as otherwise provided in this rule.

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

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

to perform the incidental work. (See Supplement F for Incidental Work Rule as amended 5/12/72. Applicable to sheet metal workers.)

(c) At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed. (It is the position of International Association of Machinists and Aerospace Workers, the Sheet Metal Workers International Association and System Federation No. 10 that Article IV of the September 25, 1964 agreement supersedes Rule 28 (c). It is the Carrier's position that Rule 28(c) applies at seniority points and that Article IV of the September 25, 1964 agreement applies only at outside points. Both rules will be carried until the dispute is resolved.)

(d) When helping mechanics or apprentices, helpers will work under the direction of such mechanic or apprentice, both under the direction of the foreman.

(e) A foreman may perform mechanics' work at points where mechanics are not employed, or where there is not a sufficient number of mechanics employed that he is assigned to supervise to justify confining his duties strictly to supervision.

(f) This rule shall not be construed to prevent the operator of a steam shovel, ditcher, clamshell, wrecking outfit, pile driver, motor car and other similar equipment from making minor repairs to such equipment as they are qualified to perform while on the line of road. Not more than one operator will be employed at shops where machines are undergoing repairs and his duties shall consist of testing, inspecting and adjusting machines and applying cables.

(g) The language contained in all Helpers' Classification of Work rules "the operation of Elwell-Parker or similar Tractor Cranes used in connection with Machinists' or Carmen's, Boilermakers', Sheet Metal Workers', Blacksmiths', and Electrical Workers' work," shall be operated by a Helper of the craft having the preponderance of the work requiring these cranes and he will be permitted to perform the necessary work of the other crafts.

## **RULE 29.**

### **WELDERS**

(a) When there is sufficient work at any point in a craft, or the roundhouse, oxyacetylene, thermit and electric welders will be assigned to perform the work in that craft, or all work in the roundhouse, and will transfer their present seniority as welders to that craft. Agreement will be made between the Chief Mechanical Officer and the General Chairman as to the crafts where welders will be assigned.

(b) All other welders will perform whatever welding is required

for any craft at any point, and will perform the additional work in the crafts, or in the roundhouses when the assigned welder cannot take care of the work.

(c) An assigned welder will be used to perform work in another craft, or in the roundhouse, only when unassigned welders are not on duty and available.

(d) None but mechanics and apprentices shall operate oxyacetylene, thermit and electric welders, except that helpers may use gas and electric cutters under the provisions of Rule 42.

#### **RULE 30.**

##### **FOREMANSHIP—FILLING TEMPORARILY**

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

#### **RULE 31.**

##### **TIME LIMIT FOR PRESENTING AND PROGRESSING CLAIMS AND GRIEVANCES**

1. All claims or grievances shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employe involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver, of the contentions of the Carrier as to other similar claims or grievances.

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

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employe and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or

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

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

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

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

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

6. The requirements outlined in sub-paragraphs (a), (b), and (c) of paragraph 1 pertaining to appeal by the employee and decision by the Carrier will mean that the case shall be taken to the Division Car Foreman, Division Locomotive Foreman or Division Mechanical Foreman (or Shop Superintendent), thence to Master Mechanic, each in their respective order by the duly authorized local committee or their representative. Failing in satisfactory settlement between the Local Committee and the officers listed, the matter may be referred to the General Chairman of his craft for handling with the Chief Mechanical Officer, thence, if desired, to the highest officer designated by the Company to whom appeals may be made.

7. Conferences between local officials and local chairmen or local committees will be held during regular working hours without loss of time to the committeemen with the understanding that this applies to not more than three committeemen, where one craft is involved, and not more than one committeeman for each craft when general rules are involved.

8. Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a



shutdown by employer nor a suspension of work by employees.

### **RULE 32. DISCIPLINE**

(a) An employee who has been in the service more than sixty (60) days, or whose application for service has been formally approved, (employees to be notified of such approval) shall not be disciplined or dismissed without an investigation. He may, however, for very serious offenses, be held out of service pending such investigation. The investigation shall be held as promptly as possible but within ten (10) days of the date when charged with the offense or held from service. A decision will be rendered within ten (10) days after completion of the investigation. The investigation will be held at such time as not to cause the employee to lose rest or time, whenever possible to do so.

(b) At a reasonable time prior to the investigation, such employee shall be apprised of the precise charges against him. He shall have reasonable opportunity to secure the presence of necessary witness and be represented by his duly authorized representative.

(c) An employee dissatisfied with the decision, shall have the right of appeal to the Master Mechanic, providing written request is made to such officer, and a copy furnished to the officer whose decision is appealed, within ten (10) days of the date of advice of the decision. Conference shall be granted within ten (10) days thereafter, and a decision rendered within ten (10) days of the completion of the conference.

(d) The right of appeal by employees or their representatives up to and inclusive of the highest officer designated by the company to whom appeal may be made, is hereby established.

(e) An employee, on request, will be given a letter stating the cause of discipline. A copy of all statements made a matter of record at the investigation, or on the appeal, will be furnished, on request, to the employee and his representative.

(f) If the final decision decrees that the charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be reinstated and compensated for the wage loss, if any, suffered by him.

### **RULE 33. COMMITTEES**

The company will not discriminate against any committeeman who, from time to time, represents other employees, and will grant him leave of absence and free transportation when delegated to represent other employees.

### **RULE 34. APPRENTICES—EMPLOYMENT OF**

(a)

1. (For Machinists and Sheet Metal Workers only): There may

be three (3) recognized classes of apprentices, namely, regular, helper, and special.

2. (For Blacksmiths, Boilermakers, Carmen and Electrical Workers only): There may be two (2) recognized classes of apprentices, namely, regular and special. (Effective July 31, 1980.)

(b) Applicants for regular apprenticeship must be able to speak, read and write the English language and understand at least the first four rules of arithmetic.

(c) Applicants for regular apprenticeships, if accepted, shall serve six (6) periods of 122 days each.

(d) Helper apprentices shall not have had less than five hundred eight (508) days' experience as helpers in the craft at the point where employed when application for apprenticeship is made. In selecting helper apprentices, seniority (if competent) will govern selections to be made from applicants for those positions and after conferring with the Shop Committee.

NOTE: Paragraph (d) is deleted for Blacksmiths, Boilermakers, Carmen, and Electrical Workers effective July 31, 1980.

(e)

1. (For Machinists and Sheet Metal Workers only): Helper Apprentices shall serve four (4) periods of 122 days each.
2. (For Blacksmiths, Boilermakers, Carmen and Electrical Workers only): Paragraph (e) is deleted effective July 31, 1980.

(f) Special apprentices must have had not less than two full years of college training at a recognized technical school.

(g) Special apprentices shall serve six periods of one hundred twenty-two (122) days each and during the first four hundred eighty-eight (488) days shall receive training of work of the different crafts in the Maintenance of Equipment Department, and may be moved from place to place, or on any class of work, at the discretion of the Management. After working four hundred eighty-eight (488) days, such apprentice may choose the craft in which he desires to continue his employment, for the last two hundred forty-four (244) days, and if he is retained in the service upon completing his apprenticeship, his seniority date as a mechanic will date from time of completion of apprenticeship in the craft in which he last worked, and he shall be paid not less than the minimum rate established for journeymen mechanics of that craft.

(h) There shall not be more than three special apprentices in service at any one time.

(i) All apprentices must be indentured and shall be furnished with a Certificate of Indenture by the Company, who will also furnish every opportunity possible for the apprentices to secure a complete knowledge of the trade in which employed. All

apprentices, upon completion of their apprenticeship, will be furnished a Certificate of Apprenticeship by the Company.

### FORM OF INDENTURE OF APPRENTICESHIP

This will certify that \_\_\_\_\_  
was employed as \_\_\_\_\_  
Apprentice by the Denver and Rio Grande Western Railroad  
Company at \_\_\_\_\_

\_\_\_\_\_ on \_\_\_\_\_, 19\_\_\_\_\_  
to serve a total of \_\_\_\_\_ days of eight (8) hours each.

\_\_\_\_\_  
Officer in Charge  
(To be printed on card)

(j) The ratio of apprentices in their respective crafts shall not be more than one to every six mechanics. Special apprentices shall be included in this ratio during the last two hundred forty-four (244) days of their apprenticeship, and seniority date in the craft chosen will be the indenture date.

(k) In computing the number of apprentices that may be employed in a craft, the total number of mechanics of that craft employed on the Master Mechanic's division will be considered, except in the Pattern Shop and Upholstery Shop at Burnham, where one apprentice may be employed in each shop, regardless of the number of mechanics employed.

(l) The number of helper apprentices shall not exceed fifty per cent (50%) of the combined number of regular and helper apprentices assigned.

(m) deleted

(n) Apprentices will be established in all branches of the carmen's trade.

(o) If within six months an apprentice shows no aptitude to learn the trade in which employed, he will not be retained as an apprentice. Helper apprentices and regular apprentices when drawn from the ranks of helpers, will retain seniority as helpers during such probationary period.

(p) An apprentice shall not be dismissed or leave the service of his own accord, except for just and sufficient cause, before completing his apprenticeship.

(q) Two apprentices shall not work together as partners.

(r) Apprentices shall not be assigned to work on night shifts, and shall not be allowed to work overtime, except in an emergency, or to complete work on which engaged at close of regular duty assignment until the last period of their apprenticeship.

**Note:** See Supplement K for Sheet Metal Workers Amendment to Rule 34 (r).

1. (For Machinists and Sheet Metal Workers only):

Upon completion of his apprenticeship, a regular machinist or sheet metal worker apprentice will be given a point or district journeyman seniority date retroactive three (3) years from the last date of his apprenticeship and a machinist or sheet metal worker helper apprentice will be given a point or district journeyman seniority date retroactive two (2) years from the last date of his apprenticeship, however, in no case will such retroactive seniority date be established which would grant such an apprentice upon completion of his apprenticeship a journeyman seniority date prior to the date he started his apprenticeship or prior to the date of the memorandum agreement establishing this rule, and he shall not be paid less than the minimum rate established for journeyman mechanics of his craft.

2. (For Blacksmiths, Boilermakers, Carman and Electrical Workers only):

Completion of Apprenticeship, Carman, Boilermakers, Blacksmiths, and Electrical Workers. Upon completion of the apprenticeship training program under this agreement (effective 7/31/80) Carman apprentices, Boilermaker apprentices, Blacksmith apprentices and Electrical apprentices will be placed on the journeyman mechanics' roster of his or her craft at home point. The apprentice's seniority date shall be arrived at by counting back 732 working days from the date following the date he completed the apprenticeship program, which will include all of the normal working days and in no event will such apprentices, (starting on or after 7/31/80) receive a journeyman seniority date prior to the effective date (7/31/80) of this agreement.

No Carman apprentice will establish a retroactive seniority date prior to the last date he started his apprenticeship or a date prior to December 1, 1977, and no Electrical apprentice will establish a retroactive seniority date prior to the last date he started his apprenticeship or a date prior to July 15, 1977. The application of this paragraph shall not result in any such apprentice standing lower on the mechanics' seniority roster than apprentices who started training after the date of this agreement.

Apprentices who entered military service or lost time due to National Guard or military reserve training or duty after having started an apprenticeship, shall omit time lost due to such military service in accordance with legal

requirements of applicable veterans' reinstatement legislation.

This will also be used to determine a retroactive seniority date for Carman helpers upgraded in accordance with Rule 99 who serve 732 days in upgraded position.

Electrical apprentices only who have 732 working days in service on the effective date of this agreement shall be placed on the electricians' seniority roster at their home point with a seniority date being the effective date of the agreement and will be ranked in the same order as they appear on the apprentice seniority roster.

(t)

1. (For Machinists and Sheet Metal Workers only): Apprentices may be started only at the following points: Denver, Pueblo, Alamosa, Salida, Grand Junction, and Salt Lake and will be instructed in the various branches of their trade in accordance with a schedule to be established and agreed upon by the Chief Mechanical Officer and the General Chairman for each craft, and which shall be considered a part of this agreement.
2. (For Blacksmiths, Boilermakers, Carmen and Electrical Workers only): Apprentices may be started only at the following points: Denver, Pueblo, Alamosa, Salida, Grand Junction, Helper, and Salt Lake and will be instructed in the various branches of their trade in accordance with a schedule to be established and agreed upon by the Chief Mechanical Officer and the General Chairman for each craft, and which shall be considered a part of this agreement.

(u) The following rules shall govern the technical training of all Apprentices:

1. Apprentice who fails to maintain the study schedule requirements of two new examinations each month, becomes delinquent in any month in which he is either one or two examinations behind schedule, and he no longer has a perfect record. However, such apprentice is still considered in good standing and can clear his delinquency by submitting the required number of new examinations to put himself on schedule again.
2. An apprentice who accumulates two uncleared delinquencies (two separate months) is still considered in good standing and can clear his delinquencies by submitting the required number of new examinations to put himself on schedule again.

3. An apprentice who accumulates three uncleared delinquencies (three separate months), is subject to removal from the service after proper investigation is held, as provided for, in conjunction with the Local Committee.

4. An apprentice who removes himself from the service for cause mentioned in paragraph 3, after proper investigation is held, in conjunction with the Local Committee, as provided for, is given one more chance, under the following conditions:

(A) Within fifteen days after removal from the service, such apprentice must personally bring to the officer in charge of the shop point where such apprentice is working, a sufficient number of new examinations to put himself on schedule again and in addition, reworked examinations on all lessons on which such apprentice has previously failed to attain a passing grade. These examinations must be in an unsealed and properly stamped envelope or container, so that the officer in charge may inspect the examinations.

(B) After complying with the requirements of paragraph 4 (A) such apprentice will then be reinstated.

5. If an apprentice accumulates three uncleared delinquencies a second time, he will be given an investigation as provided for in Rule 32 of this Agreement, in conjunction with the Local Committee, and if it is proven that such apprentice was three months delinquent a second time, he will be dismissed as an apprentice.

6. In connection with the application of paragraphs numbered 3, 4 and 5, it is understood that an apprentice may be excused for failure to live up to the study schedule requirements of his technical training on account of sickness or any other legitimate cause beyond his control. The Apprentice Instructor, in conjunction with the Local Committee, will investigate such cases and will make their recommendations as to whether an apprentice should be excused.

7. An apprentice who is delinquent in his studies when completing his apprenticeship, will not receive his diploma until after he has cleared his record.

8. The Company will assume the full cost of the technical training for each apprentice.

#### **RULE 35.**

#### **APPLICANTS FOR EMPLOYMENT**

Applicants for employment must fill out necessary application forms and employment shall be considered temporary until

application has been approved by the Medical and Employment Departments. The application shall be approved, or disapproved, within sixty (60) days after applicant began work, except in event of applicant giving false information, approval may be revoked at any time.

#### **RULE 36.**

#### **PROTECTION OF EMPLOYEES AND DRINKING WATER AND SANITATION**

(a) Good drinking water and ice will be furnished. Sanitary fountains will be provided where possible. Pits and floors, lockers, toilets and wash rooms will be kept in good repair and in clean, dry and sanitary condition. Shop locker rooms and wash rooms will be lighted and heated in best manner possible consistent with the source of heat and light available at the point in question.

(b) Reasonable protection will be afforded the health and safety of employees.

(c) Employees will carefully observe the rules of the company designed to avoid accident and personal injuries.

(d) Employees will not be required to work on engines, or cars, outside of shops during inclement weather, if shop room and pits are available. This does not apply to emergency work on engines or cars set out for, or attached to, trains or in the train yard.

(e) Repairmen, inspectors, and other workmen working in, on, under or about cars, or other equipment, shall protect against movement of such equipment as follows:

Blue signals must be displayed in accordance with Rules 26A, 26B or 26C of Carrier's Rules of the Operating Department by each craft or group of workmen prior to their going on, under, or between rolling equipment and may only be removed by the same craft or group that displayed them.

(f) When it is necessary to make repairs to engines, boilers, tanks and tank cars, they shall be cleaned before mechanics are required to work on them. This will also apply to cars undergoing general repairs when the condition of such cars makes it objectionable to perform the necessary work.

(g) Employees will not be assigned to work where they will be directly exposed to sand blasts and paint blowers while in operation.

(h) All acetylene or electric welding, or cutting, will be protected by a suitable screen, when its use is required. When tires are being heated, or when tapping or reaming is being done which interferes with or endangers other employees in their work, proper protection will be provided.

(i) Emery wheels and grindstones will be kept true and in order.

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

(k) At shops and roundhouses, equipment with electricity, electric light globes and extensions will be kept in tool rooms, available for use.

(l) The company, with the cooperation of the employes, will keep shops, repair yards and train yards where mechanics are employed as clean as the progress of the work will reasonably permit, and will keep all machinery and tools in a safe and working condition.

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

### **RULE 37.**

#### **PERSONAL INJURIES**

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

(b) At the option of the injured party, personal injury settlement may be handled by the duly authorized representative of the employee or his attorney with the duly authorized representative of the carrier. Upon failure to reach an amicable settlement and suit at law is commenced, employment may be terminated at option of the management. Whenever amicable settlement has been reached and suit withdrawn, the employee if physically qualified will be returned to service. Where death results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

### **RULE 38.**

#### **NOTICES**

A place will be provided inside all shops and roundhouses where proper notices of interest, confined to subjects in which the company and employes only are involved, may be posted.

### **RULE 39.**

#### **TRANSPORTATION**

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



(b) General Committee representing employees covered by this rule to be granted the same consideration as is granted General Committee representing employees in other branches of the service.

#### **RULE 40.**

##### **FURNISHING NECESSARY HELP**

Mechanics and apprentices will be furnished sufficient competent help. When experienced helpers are available, they will be used in preference to inexperienced employees. Laborers, when used as helpers, will be paid helpers rate.

#### **RULE 41.**

##### **WRECKING CREWS**

(a) Regularly assigned crews, including engineers, will be composed of carmen, when sufficient carmen are available, and such other employees necessary to meet the requirements of the service in the various localities.

(b) In emergency cases, employees of any class may be taken as members of the wrecking crews to perform duties consistent with their classifications. Where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker and work under the direction of the wrecking foreman.

(c) When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work.

##### **WRECKING SERVICE**

(d) When pursuant to rules or practices, a carrier utilizes the equipment of a contractor (with or without forces) for the performance of wrecking service, a sufficient number of the carrier's assigned wrecking crew, if reasonably accessible to the wreck, will be called (with or without the carrier's wrecking equipment and its operators) to work with the contractor. The contractor's ground forces will not be used, however, unless all available and reasonably accessible members of the assigned wrecking crew are called. The number of employees assigned to the carrier's wrecking crew for purposes of this rule will be the number assigned as of the date of this Agreement.

**Note:** In determining whether the carrier's assigned wrecking crew is reasonably accessible to the wreck, it will be assumed that the groundmen of the wrecking crew are called at approximately the same time as the contractor is instructed to proceed to the work.

(e) Wrecking service employees will be paid for such service under rule 7, and overtime in accordance with overtime rules.

(f) Meals and lodging to be provided by the company while crews are on duty in wrecking service.

**RULE 42.**  
**SCRAPPING EQUIPMENT**

Work of scrapping engines, boilers, tanks and cars or other machinery will be done by mechanics and helpers under the direction of a mechanic.

**RULE 43.**  
**LEAD WORKMEN**

A lead workman may be assigned, who in addition to performing regular work of his craft, will take the lead and will assign and direct other members of the gang. For such service a differential rate of six (6) cents per hour will be paid above the minimum rate paid mechanics.

**RULE 44.**  
**CHECKING IN AND OUT**

Employees will be required to check in at beginning and out at end of their day's work on their own time.

**MACHINISTS' SPECIAL RULES**

**RULE 45.**  
**QUALIFICATIONS**

Any person who has served an apprenticeship, or has had four (4) years' experience at the machinists' trade, and who, by 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 46.**  
**CLASSIFICATION OF WORK**

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

## **RULE 47.**

### **MACHINIST HELPERS**

Helpers' work shall consist of helping machinist and apprentices; operating drill presses (plain drilling) and bolt threaders (not using facing, boring or turning head or milling apparatus); wheel presses (on car, engine truck and tender truck wheels), cold saw, power hack saws, grinding angle and cut out valves, and assembling air and steam hose, when this work is done in locomotive department; nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; tool room, machinery oiling, locomotive oiling (except as performed by laborers) and packing cellars; the operation of Elwell-Parker or similar tractor cranes in connection with machinists' work; applying and removing trailer and engine truck brasses; assisting in stripping and dismantling locomotives and machinery; locomotive tender and draft rigging work, except when performed by carmen; and all other work generally recognized as machinist helpers' work.

## **RULE 48.**

### **ASSIGNED CELLAR PACKERS**

Machinist Helpers assigned to work of examining and packing driving boxes, oiling and packing engine truck and trailer cellars, will be paid nine and six-tenths (9.6) cents per hour above the minimum rate paid machinist helpers at point employed.

## **RULE 49.**

### **ASSIGNMENT TO RUNNING REPAIRS**

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

## **RULE 50.**

### **SCHEDULE OF WORK—REGULAR AND HELPER APPRENTICES**

(a) Apprentices shall be given an opportunity to learn all branches of the trade and assignments will be changed as near as possible to schedule approved by Chief Mechanical Officer and General Chairman of the machinists' craft.

### **UPGRADING APPRENTICES, HELPERS**

(b) (See Supplement J)

## **RULE 51.**

### **DIFFERENTIALS FOR MACHINISTS**

(a) Machinists regularly assigned to do federal inspection work shall receive six (6) cents per hour above the minimum rate paid machinists at the point employed. A machinist will be assigned as federal inspector at points where there are fifteen or more federal

inspections made each month. When such employees have no inspection work to perform, they may be assigned to other machinists' work.

(b) At points or on shifts where no inspector is regularly assigned and machinists are required to do federal inspection work, they shall receive six (6) cents per hour above the minimum machinists' rate at point employed for the days on which they perform this work.

(c) It is understood in the application of this rule that the machinists assigned by bulletin to perform federal inspection work shall receive six (6) cents per hour differential.

(d) Machinists assigned as autogenous welders shall receive six (6) cents per hour above the minimum rate paid machinists at point employed.

## **BOILERMAKERS' SPECIAL RULES**

### **RULE 52.**

#### **QUALIFICATIONS**

Any person who has served an apprenticeship, or has had three (3) years' experience at the trade, who can with the aid of tools, with or without drawings, and is competent either to lay out, build or repair boilers, tanks, and details thereof, and complete same in a mechanical manner, shall constitute a boilermaker.

### **RULE 53.**

#### **CLASSIFICATION OF WORK**

Boilermakers' work, including regular and helper apprentices, shall consist of laying out, fitting up, cutting apart, building or repairing boilers, thermis syphons, circulators, tanks and drums; inspecting patching, riveting, chipping, caulking, flanging and all flue work; building, repairing, removing and applying steel cabs and running boards, metal headlight boards, wind sheets, engine tender tanks, steel tender frames (except such parts of steel tender frames as are necessary to be brought to car shops for repair), pressed steel tender truck frames, building and repairing metal pilots; the laying out and fitting up any sheet iron or sheet steel work made of 16 gauge or heavier, including fronts and doors, grates and grate rigging, brick and brick arches, ash pans, front end netting and diaphragm work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; applying and removing arch tubes; operating punches and shears for shaping and forming, pneumatic staybolt breakers, air rams and hammers, bull, jam, and yoke riveters; boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housing, circles, and coal buggies, I-beam, channel iron, angle iron, and T-iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxyacetylene, thermit and

electric welding on all work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work.

#### **RULE 54.**

##### **BOILERMAKER HELPERS**

Employees assigned to help boilermakers and their apprentices, operators of drill presses, bolt cutters and threading machine in connection with boiler work; punch and shear operators (cutting only bar stock and scrap); blowing out boilers, removing and applying washout caps and plugs, boiler washers, scaling and sand blasting boilers, flue cleaning, loading and unloading rattler, cutting off flues and tubes (to length), scarfing safe ends, helping flue welder, including heating, sledging and sticking, helping in flue gang, including removing flues from boilers after they are cut off and assisting in replacing flues in boilers; holding on all staybolts and rivets, striking chisel bars, side sets, and backing out punches, heating rivets (except when performed by apprentices), removing grates and grate rigging, brick and brick arches; the operation of Elwell-Parker or similar tractor cranes in connection with boilermakers' work. Assisting in removing and applying ash pans, front end netting and diaphragm work, flexible staybolt caps, assisting in applying grates and grate rigging, brick and brick arches, and all other work properly recognized as boiler-maker helpers' work.

#### **RULE 55.**

##### **FLUE WELDING—CLASSIFICATION OF WORK**

Piecing out flues, taking length, and all work in connection therewith.

**Note:** It is hereby understood and agreed that all employees now holding seniority as flue welders will be merged with the boilermakers journeymen roster as of their present seniority date, but such employees shall not be privileged to exercise any seniority rights to new positions or vacancies in the boiler-makers craft, neither will boilermaker journeymen be privileged to displace any such flue welders hereby affected.

All new positions or vacancies in positions formerly recognized as flue welders will be filled by boilermakers in accordance with the provisions of Rule 15.

#### **RULE 56.**

##### **ASSIGNMENT TO RUNNING REPAIRS**

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

## **RULE 57.**

### **SPECIAL SERVICE BOILERMAKERS**

(a) Flange turners, layer outs and fitter ups shall be assigned in shops where flue sheets and half side sheets or fire boxes are flanged, removed and applied. One employe may perform all these operations where the service does not require more than one employe. If not fully engaged on the above work, these employes may be assigned to any work of their craft.

(b) Boiler inspectors—staybolt inspectors will be assigned to all points where monthly staybolt and boiler inspection of 15 or more engines is required. When such employes have no inspection work to perform, they may be assigned to other boilermakers' work.

## **RULE 58.**

Should it become necessary to send oxyacetylene welder, cutter electric operator, hot work or flangefire employes out of the shop in cold weather, they will be given reasonable time to dry off before being sent out. Boilermakers, apprentices and helpers, who have been working on hot work will not be required to work on cold work until given reasonable time to cool off.

## **RULE 59.**

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

## **RULE 60.**

Boilers will have steam blown off and be sufficiently cooled before boilermakers or apprentices are required to work in them, where there is a question of safety involved; blowers will be furnished when possible to do so.

## **RULE 61.**

Two boilermakers or one boilermaker and a competent apprentice will be used to operate a long stroke hammer, that is an air hammer capable of driving staybolts or rivets  $\frac{3}{4}$ -inch in diameter or larger, or of expanding flues or tubes. Double gun work will not be permitted. Airjacks not to be considered double gun work.

It is mutually agreed and understood that:

(a) Redriving of staybolts and re-expanding or re-rolling flues or tubes in either front or back and after they have been in service will be performed by one boilermaker and one helper.

(b) In performing work as provided in Rule 61, it will not be necessary to use a helper to work with two boilermakers or one boilermaker and one apprentice.

(c) Rule 61 will not apply at points or on shifts where only one boilermaker is employed.

(d) When doing overhead work, such as driving crown bolts and radial stays, Rule 61 will apply.

#### **RULE 62.**

#### **ROLLING FLUES**

Rolling superheater flues and tubes in either the front end or back end of a locomotive with a machine operated by air motor or electric motor will be performed by one boilermaker and one helper.

#### **RULE 63.**

#### **TOOL ROOM ATTENDANT—BOILER SHOP**

When tool room attendant is assigned in boiler shop, a disabled mechanic or boilermaker helper may be used.

#### **RULE 64.**

#### **SCHEDULE OF WORK—REGULAR AND HELPER APPRENTICES**

Apprentices shall be given an opportunity to learn all branches of the trade and assignments will be changed as near as possible to schedule approved by Chief Mechanical Officer and General Chairman of the Boilermakers' Craft.

#### **RULE 65.**

#### **DIFFERENTIALS FOR BOILERMAKERS**

(a) Boilermakers regularly assigned to do federal inspection work, layer out, fitter up, flangers, and autogenous welders shall receive six (6) cents per hour above the minimum rate paid boilermakers at the point employed.

(b) At points or on shifts where no inspector is regularly assigned and boilermakers are required to do federal inspection work, they shall receive six (6) cents per hour above the minimum boilermakers' rate at point employed for the days on which they perform this work.

(c) It is understood in the application of this rule that the boilermakers assigned by bulletin to perform federal inspection work shall receive the six-cent (6c) per hour differential.

#### **RULE 66.**

#### **DIFFERENTIALS FOR BOILERMAKER HELPERS**

(a) Helpers on flange fires shall receive six (6) cents per hour above the helpers' minimum hourly rate at the point employed. Regular assigned helpers will be furnished on flange fires.

(b) Boilermaker helpers assigned to sand blasting shall receive six (6) cents per hour above the helpers' minimum hourly rate at point employed.

(c) In connection with the application of Paragraph (b) of this

rule, it is understood that suitable equipment will be furnished in order to safeguard the health of the employees. Sand blast operators will report every ninety (90) days to a representative of the medical department for reexamination without cost to the employee.

## **BLACKSMITHS' SPECIAL RULES**

### **RULE 67.**

#### **QUALIFICATIONS**

Any person who has served an apprenticeship or who has had three (3) 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 68**

#### **CLASSIFICATION OF WORK**

Blacksmiths' work, including regular and helper apprentices, shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering, spring making, tempering and repairing, potashing, case and bichloride hardening; flue welding under blacksmith foreman; operating furnaces, bulldozers, forging machines, drop forging machines, bolt machines and Bradley Hammers; hammersmiths, drop hammermen, trimmers, rolling mill operators; operating punch 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; also all welding or building up of frogs, switch points, cross-overs, puzzle switches and rail joints when performed in blacksmith shop.

### **RULE 69.**

#### **BLACKSMITH HELPERS**

Helpers' work shall consist of helping blacksmiths and apprentices; heating, operating steam hammer, punches and shears (cutting only bar stock and scrap); drill presses and bolt cutters; straightening, cutting and shearing bolts, rods and bar iron in blacksmith shop; building fires; lighting furnaces; the operation of Elwell-Parker or similar tractor cranes in connection with blacksmiths' work; and all other work properly recognized as blacksmith helpers' work.

### **RULE 70.**

#### **PREPARING FURNACES AND FIRES**

Blacksmith helpers required to build coal and coke fires and to prepare and light oil and gas furnaces or forges outside their regular working hours will receive thirty (30) minutes' straight time pay for each coal or coke fire built and thirty (30) minutes' straight time pay for each oil or gas fire lighted. Where two or more helpers are assigned on the same fire, foreman will assign a helper to build fire. Seniority to govern, rates being equal.



## **RULE 71.**

### **FURNACE OPERATORS AND HEATERS**

(a) Furnace operators (heaters) will be assigned to operate furnaces making or working material 6 inches in diameter, its equivalent or over and heating it for forgemen:

(b) Heater will be assigned to operate furnaces used in connection with forging machines, four inches in diameter, its equivalent or over, or to heat any material four inches in diameter, its equivalent or over to be forged.

(c) Heaters will also be assigned to heavy fires.

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

**Note:** In the application of this rule it is understood that the heater will assist the blacksmith and forging machine operator.

## **RULE 72.**

### **FURNISHING COAL AND OIL**

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

## **RULE 73.**

### **HAMMER DRIVERS**

Competent steam hammer drivers will be furnished.

## **RULE 74.**

### **DIFFERENTIALS FOR BLACKSMITHS**

(a) Blacksmiths or hammersmiths working material six (6) inches in diameter, its equivalent or over, will be allowed twelve (12) cents per hour above the minimum rate paid blacksmiths at point employed.

(b) Blacksmiths working material four (4) inches in diameter, its equivalent or over, will be allowed six (6) cents per hour above minimum rate paid blacksmiths at point employed.

(c) Heaters working with heavy fire blacksmith will receive twelve (12) cents per hour above the minimum blacksmith helper's rate at point employed.

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

(e) Furnace operators (heaters) operating furnace for hammersmiths will receive the minimum rate paid blacksmiths at the point employed.

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

## **RULE 75.**

### **APPRENTICE SCHEDULE OF WORK**

Apprentices shall be given an opportunity to learn all branches of the trade and assignments will be changed as near as possible to schedule approved by Chief Mechanical Officer and General Chairman of the Blacksmiths' craft.

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

### **RULE 76.**

#### **QUALIFICATIONS**

Any person who has served an apprenticeship, or has had four (4) years' experience at the various branches of the trade, who is qualified and capable of doing sheet metal work, or pipe work as applied to buildings, machinery, locomotives, cars, etc., whether it be tin, sheet iron, or sheet copper, with or without the aid of drawings, and capable of bending, fitting and brazing of pipe, shall constitute a sheet metal worker.

### **RULE 77.**

#### **CLASSIFICATION OF WORK**

Sheet metal workers' work, including regular and helper apprentice, shall consist of laying out, tinning, coppersmithing and pipefitting in shops, yards, buildings, on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling (for repairs only) and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter, including brazing, soldering, tinning, leading, and babbitting; the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes; the operation of babbitt fires; making, removing, cutting, fitting, and applying lagging to locomotive boilers; oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work; and all other work generally recognized as sheet metal workers' work.

### **RULE 78.**

#### **SHEET METAL WORKERS HELPERS**

Sheet Metal worker helpers' work shall consist of helping sheet metal workers and apprentices; stripping work of their craft from locomotives, engines and passenger cars; handling jackets and pipes in connection with work of their craft; babbitting, and rebab-bitting locomotive and car brasses, locomotive and tender truck bearings; cutting and threading pipes and nipples, with machines and hand dies and operating punches and shears in connection with sheet metal workers' work; removing and applying pipe covering for insulation, and operating babbitt fires used in tinning, and all other work generally recognized as sheet metal worker helpers' work.

### **RULE 79.**

#### **ROAD WORK**

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

### **RULE 80.**

#### **ASSIGNED TO RUNNING REPAIRS**

Sheet metal workers assigned to running repairs shall not be

required to work on dead work at points where dead work forces are maintained, except when there is not sufficient running repairs to keep them busy.

#### **RULE 81.**

#### **PROTECTION**

Sheet metal workers will not be required to remove or apply blow off or surface pipes or ashpan blowers on boilers under steam.

#### **RULE 82.**

#### **APPRENTICES' SCHEDULE OF WORK**

Apprentices shall be given an opportunity to learn all branches of the trade and assignments will be changed as near as possible to schedule approved by Chief Mechanical Officer and General Chairman of the sheet metal workers craft.

#### **RULE 83.**

#### **DIFFERENTIAL FOR SHEET METAL WORKERS**

Sheet metal workers used as autogenous welders shall receive a differential of six (6) cents per hour above the minimum rate paid sheet metal workers at point employed, and will be compensated under the provisions of Rule 14 (b).

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

#### **RULE 84.**

#### **QUALIFICATIONS**

(a) Any person who has served an apprenticeship or who has had three (3) years' practical experience in general electrical work, and is competent, with or without drawings, to execute same to a successful conclusion within a reasonable time, will be rated as an electrical worker.

(b) An electrician will not necessarily be an armature winder.

#### **RULE 85.**

#### **CLASSIFICATION OF WORK**

(a) Electricians' work including regular and helper apprentices, shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment, and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring (except high tension lines) at shops, buildings, yards, and on structures, and all conduit work in connection therewith, including steam and electric locomotives, passenger cars, motor cars, electric tractors, and trucks. Cables, cable splicers, and all other work generally recognized as electricians' work.

(b) The management will not extend the practice of contracting out wiring or conduit work on shops, buildings, yards and other structures.

#### **RULE 86.**

#### **CRANE OPERATORS—SEPARATE SENIORITY**

Crane operators' work when assigned shall consist of operating overhead electric cranes and competent to make running repairs to apparatus, including cleaning and lubricating.

#### **RULE 87.**

#### **ELECTRICAL WORKER HELPERS**

Electrical Worker Helpers' work shall consist of helping electricians and apprentices; the operation of blow torches and furnaces in connection with work of their craft; stripping insulation, pulling out and tearing down the electric wiring of coils, motors, and reactance coils; cleaning generators, motors, battery boxes and other similar apparatus in connection with work of their craft; breaking and connecting conduit joints in connection with shifting of motors, generators, transformers and switchboards; oiling of generators, motors and controllers, straightening conduit, conduit clamps and bolts; removing and assisting in replacing any wires in conduits, cutting, reaming and threading conduit; the operation of Elwell-Parker or similar tractor cranes in connection with Electrical Workers' work, and all other work generally recognized as Electrical Worker Helpers' work.

#### **RULE 88.**

#### **DIFFERENTIALS FOR ELECTRICAL WORKERS**

(a) Electricians used as autogenous welders shall receive a differential of six (6) cents per hour above the minimum rate paid electricians at point employed and will be compensated under provisions of Rule 14 (b).

(b) Electricians regularly assigned to do federal inspection work on Diesel electric locomotives shall receive six (6) cents per hour above the minimum rate paid electricians at the point employed, and an electrician will be assigned as a federal inspector at points where there are fifteen (15) or more federal inspections made each month. Where such inspectors have no inspection work to be performed they may be assigned to their electricians' work.

(c) At points or on shifts where no inspector is regularly assigned and electricians are required to do federal inspection work on Diesel electric locomotives, they shall receive six (6) cents per hour above the minimum electricians' rate at point employed for the days on which they perform this work.

(d) It is understood in the application of this rule that the electricians assigned by bulletin to perform federal inspection work on Diesel electric locomotives, shall receive six (6) cents per hour differential.

## **RULE 89.**

### **APPRENTICE SCHEDULE OF WORK**

Apprentices shall be given an opportunity to learn all branches of the trade and assignments will be changed as near as possible to schedule approved by Chief Mechanical Officer and General Chairman of the Electrical Workers' Craft.

## **RULE 90.**

### **MISCELLANEOUS**

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

### **CARMEN'S SPECIAL RULES**

## **RULE 91.**

### **QUALIFICATIONS**

Any person who has served an apprenticeship or has had three (3) years' practical experience at carmen's work; 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 92.**

### **CLASSIFICATION OF WORK**

Carmen's work including regular and helper apprentices, shall consist of building, maintaining, dismantling (except dismantling all wood freight 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 the shop 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 and pilot beams, both wood and metal (except the building and repairing of steel pilots), wooden running boards; foot and headlight boards and brackets; tender frames and trucks; pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges; and heating torches in connection with carmen's work; car oilers and packers, rebrassing cars in connection with oiler duties; painting, varnishing, surfacing, lettering, decorating, cutting of stencils, removing paint (not including use of sand blast machine or removing vats), and all other work generally recognized as painters' work under the supervision of the locomotive and car departments; car inspectors, joint car inspectors, safety appliance and train car repairers, wrecking derrick engineers and wheel record keepers; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work and all other work generally recognized as carmen's work.

**RULE 93.**  
**CARMEN HELPERS**

Employees regularly assigned to help carmen, and apprentices; washing and scrubbing the interior and exterior of passenger equipment care preparatory to painting; removing of paint on locomotives and on other than passenger cars preparatory to painting; all sand blasting in connection with work of their craft on locomotives, tenders and cars; operating hair picker, running curl hair moss and palm fibre through machine; blowing with compressed air, washing and cleaning seat cushions and backs, carpets and window curtains; assisting wood machine operators handling and offbearing timbers; oiling shafting and machines, repairing and lacing of belts; heating rivets (except when performed by an apprentice); operating bolt threader, nut tapper, drill press and punch and shears (cutting bar stock and scrap); holding on rivets and striking chisel bars, side sets and backing-out punches; using backing hammers and sledges in assisting carmen in straightening metal parts on cars; cleaning of journals, stock keeper (car department), carrying material (to be assisted by laborers in handling heavy material), the operation of Elwell-Parker or similar tractor cranes in connection with carmen's work; repairing steam and air hose when performed in car department; assisting carmen in erecting scaffold; and all other work generally recognized as carmen helpers' work.

**RULE 94.**  
**INSPECTORS**

Carmen assigned to inspecting must be able to speak and write the English language and have a fair knowledge of the A.R.A. Rules and Safety Appliance Laws.

**RULE 95.**  
**MISCELLANEOUS**

(a) Crayons, soap stones, inspectors' pencils, tool handles, saw files, motor bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills taps, dies, lettering and striping pencils and brushes, lanterns, repair parts for standard carbide lanterns, and goggles when necessary, will be furnished by the Company.

(b) Inspectors and other carmen in train yards where yard clerical forces are now maintained will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars.

**RULE 96.**  
**ROAD WORK**

(a) When necessary to repair cars on the road or away from the shop, a carman, and helper, if necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timbers,

arch bars, center pins, putting cars on center, truss rods and wheels; and work of similar character.

(b) Rules 7, 92 and 96 include the work of rebrassing cars that are of necessity set out of trains between terminals at intermediate points where carmen are not employed. It will not be considered a violation of this agreement when perishable loads or stock, which would be damaged by undue delay, are rebrassed by other than carmen.

#### **RULE 97.**

##### **COACH CLEANERS**

Coach cleaners are included in this agreement and will receive overtime as provided by Rule 6.

At outlying points coach cleaners may be worked in accordance with the provisions of Rule 13 and they may be assigned to any other unskilled work during their regular tour of duty.

#### **RULE 98.**

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

Apprentices shall be given an opportunity to learn all branches of the trade and assignment will be changed as near as possible to schedule approved by Chief Mechanical Officer and General Chairman of the Carmen's craft.

#### **RULE 99.**

##### **UPGRADING CARMEN HELPERS, APPRENTICES AND EMPLOYEES WHO HAVE HAD EXPERIENCE IN THE USE OF TOOLS**

1. Carmen helpers who have completed three years' experience as carmen (732 days) will be permitted, by making request upon forms provided for that purpose, to establish a seniority date as a journeyman carman at their respective point with privilege of transfer to any point on the System.

2. Regular apprentices who have completed their second period of apprenticeship (244) days will be upgraded to mechanics in the order of having the least number of days left to serve on their apprenticeship.

3. Carmen helpers who have had not less than two hundred forty-four (244) days' experience as a carman helper with the Denver and Rio Grande Western Railroad Company may be upgraded to mechanic. Helper apprentices upgraded to mechanic under provision other than set forth in Paragraph 2 of this Agreement will retain rights previously granted them.

4. In the application of numbered paragraphs 2 and 3 of this Agreement, regular apprentices and carmen helpers will be advanced to carmen in accordance with their seniority and qualifications. Where ability is sufficient in the judgement of

the Car Foreman and the Local Chairman, seniority will govern.

5. Employees advanced to carmen under the provisions of this Agreement will be required to make a statement at the time of their advancement, stating they do or do not desire to work toward the establishment of a seniority date and classification of journeyman carman.

In computing service hours, under the provisions of this Agreement, for any employee upgraded to mechanic, not more than eight hours in any calendar day will be credited as experience toward qualifying as a carman.

Those who desire to become carmen will be shown on a separate list in the order in which they were advanced to carman under this Agreement, and will automatically relinquish their seniority in their former classification and establish a classification and seniority date as journeyman carman upon completion of 732 days' experience at carmen's work (previous experience on the Denver and Rio Grande Western Railroad to be credited to each individual). Those who do not desire to become journeymen carmen will be shown on a separate list in accordance with their current seniority date in their respective classification.

Preference will be given to those who desire to become carmen in making advancement under this paragraph, and additional jobs will be filled from those who do not desire to become carmen.

6. Employees advanced under the provisions of Paragraph (2) and (3) above will retain and accumulate seniority in their respective classification while so advanced.

7. In the event of not being able to employ qualified carmen and should the foregoing provisions of this Memorandum of Agreement effective August 1, 1953, not provide sufficient carmen to do the work, persons who have had three years' experience in the use of tools may be employed. They will not be retained in service as carmen when carmen become available or when apprentices or helpers qualify for advancement.

Persons employed under the above paragraph shall be governed by the following provisions:

(a) They shall not be placed on the carmen's seniority list nor shall they establish carmen's seniority before first meeting the minimum requirements (732 days) of the rules.

(b) These employees will be released from service in reverse order in which they were employed.

(c) A special list or roster shall be compiled and maintained showing the name and date of employment of these employees; the General Chairman and Local Chairman shall be furnished a copy thereof.

8. In filling bulletined mechanics' positions, the bids of



journeymen mechanics will be given first consideration; upgraded apprentices, second; upgraded carmen helpers who desire to become carmen, third; and upgraded carmen helpers who do not wish to become carmen, fourth; employees experienced in the use of tools, fifth. In making force reduction, employees experienced in the use of tools will be first affected; upgraded helpers who do not desire to become carmen will be second; upgraded carmen helpers who do desire to become carmen, third; upgraded apprentices, fourth, and mechanics, fifth.

9. Upgrading under this Memorandum is voluntary. Those who accept advancement will be returned to their former classification only through regular reduction in forces or through the application of paragraphs 10, 11, 12 or 13 of this memorandum.

10. (a) When an apprentice becomes qualified for upgrading to position of mechanic, he will be upgraded and if necessary displace first the junior employee experienced in the use of tools. If no employees experienced in the use of tools are in service the junior upgraded helper will, if necessary, be displaced.

(b) When a helper becomes qualified for upgrading to position of mechanic, if persons experienced in the use of tools are in service, they will be upgraded and if necessary displace the junior employee experienced in the use of tools.

In the application of Paragraph (a) and (b) of Item No. 10, it is understood that application for advancement must be made in writing, with copy to local chairman within five days after applicant becomes eligible for upgrading.

11. Employees who are not qualified for upgrading in seniority order on account of having served in the Military Forces will be afforded an opportunity for advancement as soon as they become qualified, with preference rights to positions held by junior employees, displacing them if necessary.

12. Apprentices and helpers will be upgraded to positions of mechanic to fill regular positions. In no instance will they be upgraded to fill vacancies of regular employees laying off. Persons experienced in the use of tools will not be employed to fill vacancies of regular employees laying off.

13. Apprentices and Helpers upgraded to positions of mechanic under the provisions of this Agreement and employees experienced in the use of tools assigned to positions requiring a particular skill with which they are unfamiliar, will be instructed in the elementary principals of the work, and will be governed by provisions of Paragraph (c), Rule 15, Shop Crafts' Agreement.

14. When a qualified, employable mechanic is available, he will be employed, and if necessary, displace the junior employee.

15. Helpers and apprentices upgraded under the provisions of this Agreement and employed employees experienced in the use of tools will receive not less than the minimum mechanic's rate for the class of work performed.

## **RULE 100.**

### **DIFFERENTIALS FOR CARMEN**

(a) Oxyacetylene and Electric welders will be paid a differential of six (6) cents per hour above the minimum rate in the department used and will be compensated under the provisions of Rule 14 (b).

(b) Regularly assigned write-up carmen at Burnam, Pueblo, Alamosa, Grand Junction, Salt Lake and Helper will be paid a differential of six (6) cents per hour above the minimum freight carmen's rate at point employed, and must be able to speak and write the English language and have a fair knowledge of the A.R.A. Rules and Safety Appliance Laws.

(c) Carmen Helpers doing sand blasting shall receive six (6) cents per hour above the minimum helpers' hourly rate at the point employed on each day sand blasting is performed, regardless of number of hours so used.

(d) In connection with the application of Paragraph (c) of this rule, it is understood that suitable equipment will be furnished in order to safeguard the health of the employes. Sand blast operators will report every ninety (90) days to a representative of the medical department for reexamination without costs to the employes.

(e) Carmen, Carmen Helpers, and Carmen Apprentices (helper and regular) when required to apply an entire (whole) plastinall or marblette floor shall receive a differential of six (6) cents per hour.

## **RULE 101.**

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

## **RULE 102.**

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

## **RULE 103.**

### **NEGOTIATION AND INTERPRETATION OF RULES**

It is agreed that the Local Officials of the Company and the Local Chairman of the Shop Crafts will not be permitted to negotiate any local rules, neither will they be permitted to place interpretations on any article in this contract; when interpretations are necessary, same must be taken up with the proper officer of the Company and the General Chairmen, who will meet and agree on same before they are put into effect.

## **RULE 104.**

The following are the agreed to hourly rates of pay for job classifications covered by this agreement, except for "entry" rates of pay detailed hereinafter.

RATE PER  
 HOUR  
 EFFECTIVE  
 7-1-80  
 INCLUDING .52c  
 PER HOUR  
 COST OF  
 LIVING ADJ.

# CLASSIFICATION OF EMPLOYES

1. Machinists .....	\$10.290
2. Boilermakers .....	10.290
3. Blacksmiths .....	10.290
4. Sheet Metal Workers .....	10.290
5. Electrical Workers as covered by Rule 85. ....	10.290
Crane Operators of 40 tons capacity or over .....	10.120
Crane Operators of less than 40 tons capacity .....	9.920
6. Passenger carmen, engine carpenters, planing millmen, air brakemen, passenger car and locomotive painters, upholsterers and patternmakers .....	10.290
7. Freight carmen, including freight car painters...	10.230
8. Helpers, all crafts, in service less than two years (254 working days to be counted as one year) .....	8.740
9. Helpers, all crafts, in service over two years .....	8.760
10. Cellar packers (Rule 48, 9.6c differential) .....	8.860
11. Coach Cleaners—Subject to the provisions of Memorandum of Agreement dated September 7, 1940 .....	8.460
12. Apprentices:	

	Regular	Helper
1st 122 days .....	\$8.060	8.760
2nd 122 days .....	8.100	8.800
3rd 122 days .....	8.200	8.920
4th 122 days .....	8.330	9.040
5th 122 days .....	8.520	
6th 122 days .....	8.750	

## **ENTRY RATES UNDER MACHINISTS' AGREEMENT**

Effective January 16, 1979, machinists' helpers shall be paid 90% of the applicable rate of pay (including COLA) for the first twelve (12) calendar months of employment; provided, however, that this provision shall apply to employees who enter service under the IAM&AW Agreement on and after the effective date of this Article. During any portion of the first twelve (12) calendar months of employment in which any employee serves as an upgraded mechanic he shall be paid 90% of the applicable mechanic rate. Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

## **ENTRY RATES UNDER SHEET METAL WORKER AGREEMENT**

### **Section 1 - Service First 12-months**

Effective January 16, 1979, employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service.

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.

(b) When an employee has completed a total of twelve (12) calendar months of employment in any shop craft position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position will be paid at the full applicable rate after completion of a total of twelve (12) calendar months combined employment.

(c) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

(d) The reduced rates provided by this Article are not applicable to apprentices, trainees, student mechanics, journeymen (not upgraded) mechanics and foremen.

### **Section 2 - Preservation of Lower Rates**

Agreements which provide for training or entry rates that are lower than those provided for in Section 1 are preserved. However, if such agreements provide for payment at a lower rate for less than the first twelve (12) calendar months of actual service, Section 1 of this Article will be applicable during any portion of that period in which such lower rate is not applicable.

## **ENTRY RATES UNDER BLACKSMITH, BOILERMAKER, CARMEN AND ELECTRICIANS AGREEMENT**

### **Section 1**

Effective January 16, 1979, laborers, coach cleaners, helpers and upgraded mechanics will be paid as follows during their first 244 days of actual service; provided however, that this provision shall apply only to employees who enter service under agreements with the organizations signatory hereto on or after the effective date of this Article:

(a) For the first 122 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(b) For the second 122 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA).

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

### **Section 2**

When an employee has completed a total of 244 days of service in any shop craft position (or combination thereof) this Article will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 244 days of service, this Article will be applicable during any portion of that period in which such lower rate is not applicable.

### **Section 3**

The term "upgraded mechanics" as used in this Article is intended to apply to employees hired in an upgraded status without first establishing seniority as helper or apprentice, as well as those upgraded after entering service as a helper or apprentice. The term "laborer" shall include all IBF&O classifications that did not receive the five cents per hour special adjustments pursuant to the Morse Board Award and its interpretations, as expanded by the letter of understanding of December 5, 1969.

This Article is not intended to confer any right to hire employees in an upgraded status or to upgrade employees to mechanics' positions where such right does not now exist.

## **RULE 105**

This Agreement shall be effective July 31, 1980, and shall continue in effect until it is changed in accordance with the provisions of the Railway Labor Act.

All memoranda of agreement, and/or Letters of Understanding in effect prior to the effective date of this schedule agreement not specifically superseded by provisions of this agreement remain in effect.

In printing this agreement to include applicable parts of the several nationally negotiated agreements and other memoranda now in effect, it was not the intent of the parties signatory hereto to change, or modify, the application and/or interpretation thereof. Should a dispute arise through the omission of, or slight change in, language used in the original national agreement or other memoranda, the original language shall be controlling, unless or until said language has been subsequently changed, revised, or canceled by agreement or interpretation between the parties involved.

For the Denver and Rio Grande Western Railroad Company:

J.W. Lovett  
Director of Personnel

For System Federation No. 10,  
Railway Employees' Department,  
A.F. of L.-C.I.O.  
and for the employees:

Leroy J. Rome  
General Chairman  
International Brotherhood of  
Electrical Workers and  
President, System Federation  
No. 10, R.E.D., A.F. of L.-C.I.O.

Eldon R. Smart  
General Chairman  
Brotherhood of Railway  
Carmen of America and  
Secretary and Treasurer of  
System Federation No. 10,  
A.F. of L.-C.I.O.

Conrad A. Ward  
General Chairman  
International Brotherhood of  
Boilermakers, Iron Ship  
Builders, Blacksmiths,  
Forgers and Helpers.

## LIST OF SUPPLEMENTAL AGREEMENTS

SUBJECT	SUPPLEMENT	PAGE NO.
Holiday-National Agreement of 8/21/54 as amended . . . .	A	S-1
Vacation-National Agreement of 12/17/41, as amended . .	B	S-7
Employee Protection, subcontracting, etc. National Agree- ment of 9/25/64 . . . . .	C	S-15
January 7, 19 65, Memorandum of Understanding on 9/25/64 Agreement . . . . .	C-1	S-31
March 12, 1975 Subcontracting Amendment with Machinists to 9/25/64 Agreement . . . . .	C-2	S-33
March 12, 1975 Letter of Understanding with Machinists on 3/12/75 Amendment . . . . .	C-2-1	S-35
March 12, 1975 Letter of Understanding with Machinists on 3/12/75 Amendment . . . . .	C-2-2	S-36
March 12, 1975 Letter of Understanding with Machinists on 3/12/75 Amendment . . . . .	C-2-3	S-37
December 4, 1975 Agreement amending Articles of 9/25/64 on subcontracting, coupling, etc., dispute resolution with the IB of B/SBBF&H, BRC of U.S.&C and IB of EW . . . . .	C-3	S-38
December 4, 1975 Letter of Understanding with R.E.D. on 12/4/75 Agreement . . . . .	C-3-1	S-42
Dependent Hospital, Surgical, Medical Benefits and Group Life Insurance . . . . .	D	S-43
Supplemental Sickness Benefit Plan . . . . .	D-1	S-44
Dental Plan for Employees & their dependents . . . . .	E	S-45
Incidental Work Rule with SMWIA from National Agree- ment of 5/12/72 . . . . .	F	S-48
Union Shop Agreement effective 2/16/53 . . . . .	G	S-48
Dues Deduction National Agreement of 5/10/73 and Letter of Understanding of 1/29/75 by O'Brien and Dempsey . .	H	S-55
Sample Dues Deduction Agreement on the property	H-1	S-57
Political Contribution Deduction Agreement (Sample) . .	H-2	S-65
Payments to Employees Injured Under Certain Cir- cumstances National Agreement signed 10/7/71 (5/12/72 for SMWIA) as amended by 12/2, 4 and 6/79 National Agreements . . . . .	I	S-68
Upgrading Machinist Apprentices and Helpers Agree- ment of 4/28/78 . . . . .	J	S-72
Sheet Metal Workers Rule 34(r) Agreement of 5/14/78 . . .	K	S-74
Roadway Machine and Equipment Repairmen In the Maintenance of Way Dept. Agreement . . . . .	L	S-75
Locomotive-Carmen-Leadman position at Ogden, Utah Agreement of 6/26/64 . . . . .	M	S-77
Rule 16(d) retained instead of Article II of the 9/25/64 Agreement by letter of E.B. Herdman dated 11/5/65 . . . .	N	S-78
Mobile Unit 569 of Grand Junction Agreement Carmen dated 10/25/63 . . . . .	O	S-79

## **SUPPLEMENT A**

### **SHOP CRAFTS NATIONAL HOLIDAY PROVISIONS**

The following represents a synthesis in one document, for the convenience of the parties, of the current holiday provisions of the National Agreement of August 21, 1954, and amendments thereto provided in subsequent national agreements with appropriate source identification.

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

#### **Section 1.**

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

New Year's Day	Labor Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve*
Fourth of July	Christmas

Provided that on railroads on which some holiday other than Good Friday has been substituted, by agreement, for the birthday holiday, unless the employees now desire to have Good Friday included as a holiday in place of such holiday which has been substituted for the birthday holiday such substitution will continue effective, and Good Friday will be eliminated from the holidays enumerated above and from the provisions of this Article II which follow.

(From Article II - Holidays - Sections 1 (A) and 2 (A) October 7, 1971, and May 12, 1972 Agreements and Article III - Holidays - Section 2, June 16, 1976 Agreement)

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

(From Article II - Holidays - Section 1 (A), September 2, 1969 Agreement)

(B) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

(From Article II - Holidays - Section 1 (B), September 2, 1969 Agreement)

\*The day before Christmas is observed.



(C) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in Paragraph (B) above, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with union shop agreement, or disapproval of application for employment.

(From Article II - Holidays - Section 1 (C), September 2, 1969 Agreement)

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

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

(From Article II - Holidays - Section 1 (D), September 2, 1969, Agreement)

#### **Section 2. (A)**

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

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

(From Article II - Holidays - Section 2 (A), August 21, 1954 Agreement)

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

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

(From Article II - Holidays - Section 2 (B), August 21, 1954 Agreement)

Article II, Section 6 of the Agreement of August 21, 1954, which

was added by the Agreement of November 21, 1964, and the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 21, 1964, and the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(From Article II - Holidays - Section 1 (D), October 7, 1971 and May 12, 1972 Agreements)

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

(From Article II - Holidays - Section 2 (D), October 7, 1971 and May 12, 1972 Agreements)

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1 (D) of the Agreements of January 29, 1975, March 12, 1975, and June 23, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

(From Article III - Holidays - Section 5, June 16, 1976 Agreement)

### Section 3.

A regular assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of the regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

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

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

For the purpose of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

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

(From Article II - Holidays - Section 2, September 2, 1969 Agreement)

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

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

(From Article III - Holidays - Section 4, June 16, 1976 Agreement)

#### **Section 4.**

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

(From Article II - Holidays - Sections 1 (B) and 2 (C), October 7, 1971, and May 12, 1972 Agreements and Article III - Holidays - Section 3 (B), June 16, 1976 Agreement)

#### **Section 5.**

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

(From Article II - Holidays - Sections 1 (C) and 2 (B), October 7, 1971, and May 12, 1972 Agreements and Article III - Holidays - Section 3 (A), June 16, 1976 Agreement)

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

(From Article II - Holidays - Section 1 (C), October 7, 1971 and May 12, 1972 Agreements)

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

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

(From Article II - Holidays - Section 1 (C), October 7, 1971, and May 12, 1972 Agreements)

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

(From Article II - Holidays - Section 1 (C), October 7, 1971, and May 12, 1972 Agreements)

#### **Section 6.**

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1954, and the Agreement of February 4, 1965, is eliminated. — (See Section 2 for additional provisions).

(From Article II - Section 1 (D), October 7, 1971, and May 12, 1972 Agreements)

**Section 7.**

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

(From Article II - Holidays - Sections 1 (E) and 2 (C), October 7, 1971, and May 12, 1972 Agreements and Article III - Holidays - Section 3 (B), June 16, 1976 Agreement)

## **SUPPLEMENT B**

### **SHOP CRAFTS NATIONAL VACATION AGREEMENTS**

The following represents a synthesis in one document, for the expressed convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Vacation Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969, October 7, 1971, May 12, 1972 and December 2, 4 and 6, 1978, with appropriate source identifications.

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

#### **Section 1.**

(A) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

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

(C) Effective with the calendar year 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of nine (9) of such years, not necessarily consecutive.

(D) Effective with the calendar year 1979, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who had eighteen (18) or more years

of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eighteen (18) such years, not necessarily consecutive.

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

(F) Paragraphs (A), (B), (C), (D) and (E) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

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

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

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

(J) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compen-

sated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (A), (B), (C), (D), or (E) and (I) hereof.

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

(L) An employe who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employe does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(From Articles III - Vacations - Sections 1 of October 7, 1971 and May 12, 1972 Agreements)

### **Section 3.**

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

(From Section 3 of December 17, 1941 Agreement)

An employe's vacation period will not be extended by reason of any of the nine recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the nine holidays enumerated above, or any



holiday which by local agreement has been substituted therefor, falling within his vacation period.

(From Article III - Vacations - Section 3, October 7, 1971 and May 12, 1972 Agreements)

#### **Section 4.**

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

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

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

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

(From Sections 4-(A) and 4-(B) of December 17, 1941 Agreement)

#### **Section 5.**

Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given, except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

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

(From Section 5 of December 17, 1941 Agreement)

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

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

(From Article I - Vacations - Section 4 of August 21, 1954 Agreement)

### **Section 6.**

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

(From Section 6 of December 17, 1941 Agreement)

### **Section 7.**

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

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

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

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

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

(E) An employee not covered by paragraphs (A), (B), (C), or (D) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(From Section 7 of the December 17, 1941 Agreement)

"As to an employee having a regular assignment, but temporarily working on another position at the time his vacation begins, such employee while on vacation will be paid the daily compensation of the position on which actually working at the time the vacation begins, provided such employee has been working on such position for twenty days or more."

(From Award of Referee Wayne L. Morse, November 12, 1942.)

### **Section 8.**

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

termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article I. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order or preference.

(From Article IV - Vacations - Section 2 of August 19, 1960 Agreement)

#### **Section 9.**

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

(From Section 9 of December 17, 1941 Agreement)

#### **Section 10.**

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

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

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

(From Section 10 of December 17, 1941 Agreement)

#### **Section 11.**

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

(From Section 11 of December 17, 1941 Agreement)

#### **Section 12.**

(A) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of

granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu thereof under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(B) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

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

(From Section 12 of December 17, 1941 Agreement)

### **Section 13.**

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

(From Section 13 of December 17, 1941 Agreement)

### **Section 14.**

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

(From Section 14 of December 17, 1941 Agreement)

### **Section 15.**

Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Articles III - Vacations - Section 2 of October 7, 1971 and May 12, 1972 Agreements)

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

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

(From Article 1 - Vacations - Section 6, August 21, 1954 Agreement)

# **SUPPLEMENT C**

## **MEDIATION AGREEMENT**

Case No. A-7030

This Agreement made this 25th day of September, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway Employees' Department, AFL-CIO,

Witnesseth:

**IT IS AGREED:**

### **ARTICLE I - EMPLOYEE PROTECTION**

#### **Section 1.**

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

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

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

#### **Section 2.**

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

operations of this individual carrier:

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;
- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

### **Section 3.**

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in a carrier's business, or for any other reason not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

### **Section 4.**

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

## **Section 5.**

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

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

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

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for anytime lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."



## Section 6.

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

"Section 7 (a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

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

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

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

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

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

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

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

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

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

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

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of

such reemployment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

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

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

#### **Section 7.**

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

"Section 9. Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

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

In the case of employees with less than one year's service, five

days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

#### **Section 8.**

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

#### **Section 9.**

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

"Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and

elect to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

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

#### **Section 10.**

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May, 1936, reading as follows:

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

- 1.If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
- 2.If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
- 3.If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are

not comprehended within the provisions of this Section.

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

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employes and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employes and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

#### **Section 11.**

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

#### **Section 12.**

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

## **ARTICLE II - SUBCONTRACTING**

The work set forth in the classification of work rules of the crafts parties to this agreement will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II.

### **Section 1.**

#### **Applicable Criteria**

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

### **Section 2.**

#### **Advance Notice - Submission of Data - Conference**

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

### **Section 3.**

#### **Request for Information When No Advance Notice Is Given**

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

arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

#### **Section 4.**

#### **Machinery for Resolving Disputes**

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

### **ARTICLE III**

#### **ASSIGNMENT OF WORK - USE OF SUPERVISORS**

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

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

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

### **ARTICLE IV**

#### **OUTLYING POINTS**

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

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



## **ARTICLE V**

### **COUPLING, INSPECTION AND TESTING**

In yards or terminals where carmen in the service of the carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

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

## **ARTICLE VI**

### **RESOLUTION OF DISPUTES**

#### **Section 1.**

##### **Establishment of Shop Craft Special Board of Adjustment**

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

#### **Section 2.**

##### **Consist of Board**

The Board shall consist of 4 members, 2 appointed by the organizations party to this agreement, and 2 appointed by the carriers party to this agreement. For each dispute the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

#### **Section 3.**

##### **Appointment of Board Members**

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

#### **Section 4.**

##### **Location of Board Office**

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

## **Section 5.**

### **Referees - Employee Protection and Subcontracting**

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

## **Section 6.**

### **Term of Office of Referees**

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

## **Section 7.**

### **Filling Vacancies - Referees**

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

## **Section 8.**

### **Jurisdiction of Board**

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

## **Section 9.**

### **Submission of Dispute**

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

## **Section 10.**

### **Time Limit for Submission**

Within 15 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute. (See Supplement C-3.)

## **Section 11.**

### **Content of Submission**

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

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

## **Section 12.**

### **Failure of Agreement - Appointment of Referee**

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

## **Section 13.**

### **Procedure at Board Meetings**

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf

of both. Decisions shall be made within thirty days from the date of such meeting.

#### **Section 14.**

##### **Remedy**

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

#### **Section 15.**

##### **Final and Binding Character**

Decisions of the Board shall be final and binding upon the parties to the dispute.

#### **Section 16.**

##### **Extension of Time Limits**

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

#### **Section 17.**

##### **Records**

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

#### **Section 18.**

##### **Payment of Compensation**

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

#### **Section 19.**

##### **Disputes Referred to Adjustment Board**

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

### **ARTICLE VII**

#### **EFFECT OF THIS AGREEMENT**

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. This agreement

shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

#### **ARTICLE VIII EFFECTIVE DATE**

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Section 8 notices will not be initiated nor progressed locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII, prior to January 1, 1966.

#### **ARTICLE IX COURT APPROVAL**

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

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

## SUPPLEMENT C-1

Memorandum of Understanding re Article VI, of Mediation Agreement of September 25, 1964 by and between the participating carriers listed in Exhibits A, B and C of said agreement represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory thereto, through the Railway Employees' Department, AFL-CIO.

Under the provisions of Article VI, Section 19, disputes arising under Article III - Assignment of Work, Article IV - Outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rule.

A different situation exists with respect to disputes arising under Article I - Employee Protection, and Article II - Subcontracting. Article VI provides a "Shop Craft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of those two Articles (Article VI, Section 1), and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of those two Articles.

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Section 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting (See Section 14 of Article VI), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of Article II - Subcontracting, is then submitted to the Shop Craft Special Board of Adjustment, it will be considered that the special procedural provisions of

Article VI have been complied with.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

**FOR THE CARRIERS:**

J.E. Wolfe  
Chairman, National  
Railway Labor  
Conference

**FOR THE ORGANIZATIONS**

Michael Fox  
President, Railway  
Employees' Department,  
AFL-CIO

January 6, 1965

**SUPPLEMENT C-2**  
**NATIONAL AGREEMENT OF MARCH 12, 1975**  
**With International Association of Machinists**  
**And Aerospace Workers**

. . .

**ARTICLE VIII - SUBCONTRACTING**

The Agreement of September 25, 1964, is amended as follows:

**PART A**

First paragraph of Article II to read as follows:

The work set forth in the classification of work rules of the crafts parties to this Agreement, and all other work historically performed and generally recognized as work of the crafts at the facility involved pursuant to such classification of work rules, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II.

Section 1 of Article II to read as follows:

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

The amendments made by this Part A shall become effective 30 days after the date of this Agreement and shall not be applicable to subcontracting transactions completed or being processed prior to the effective date of such amendments.

**PART B**

Article VI, Section 14 shall be redesignated Section 14(a) and a new Section 14 (b) shall be added as follows:

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by multiplying



10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

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

The Amendment made by this Part B shall not be applicable with respect to claims arising out of subcontracting transactions completed or being processed prior to 30 days after the date of this Agreement.

This Article VIII shall not be effective on any individual railroad party to this Agreement on which an individual committee representing employees party hereto advises such railroad in writing within thirty days after the date of this agreement that such committee elects to preserve in their entirety existing rules respecting subcontracting.

**SUPPLEMENT C-2-1**  
**NATIONAL RAILWAY LABOR CONFERENCE**

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036  
AREA CODE: 202-659-8320

---

WILLIAM H. DEMPSEY, Chairman	H.E. GREER, Vice Chairman
ROBERT BROWN, Vice Chairman	
W.L. BURNER, Jr., Director of Research	
J.F. GRIFFIN, Director of Labor Relations	
D.P. LEE, General Counsel	T.F. STRUNCK, Administrator of Disputes Committees

March 12, 1975

Mr. John Peterpaul  
General Vice President  
International Association of Machinists  
and Aerospace Workers  
Room 814, Machinists Building  
1300 Connecticut Avenue, N.W.  
Washington, D.C. 20036  
Dear Mr. Peterpaul:

This refers to the first paragraph of revised Article II -  
Subcontracting - of the Agreement of September 24, 1964.

Our purpose in changing the language of that paragraph was to  
make clear that such Article II covers not only work which is ex-  
plicitly described in the classification of work rules in effect on the  
individual railroads but also work not explicitly so described but  
encompassed in those rules by language such as "and all other  
work generally recognized as machinists' work."

Would you please indicate your concurrence by signing in the  
space provided below.

Yours very truly,

William H. Dempsey

I concur

(Signed) John Peterpaul

**SUPPLEMENT C-2-2**  
**NATIONAL RAILWAY LABOR CONFERENCE**

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036

AREA CODE: 202-659-8320

---

WILLIAM H. DEMPSEY, Chairman	H.E. GREER, Vice Chairman
ROBERT BROWN, Vice Chairman	
W.L. BURNER, Jr., Director of Research	
J.F. GRIFFIN, Director of Labor Relations	
D.P. LEE, General Counsel	T.F. STRUNCK, Administrator of Disputes Committees

March 12, 1975

Mr. John Peterpaul  
General Vice President  
International Association of Machinists  
and Aerospace Workers  
Room 814, Machinists Building  
1300 Connecticut Avenue, N.W.  
Washington, D.C. 20036

Dear Mr. Peterpaul:

This is to confirm our understanding that the first criterion in Section 1 of Article II of the Agreement of September 25, 1964, as amended, relating to managerial skills, is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel.

Yours very truly,

William H. Dempsey

I concur.

(Signed) John Peterpaul

## **SUPPLEMENT C-2-3 NATIONAL RAILWAY LABOR CONFERENCE**

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036

AREA CODE: 202-656-8320

---

**WILLIAM H. DEMPSEY, Chairman      H.E. GREER, Vice Chairman**  
**ROBERT BROWN, Vice Chairman**  
**W.L. BURNER, Jr., Director of Research**  
**J.F. GRIFFIN, Director of Labor Relations**  
**D.P. LEE, General Counsel      T.F. STRUNCK, Administrator of**  
**Disputes Committees**

**March 12, 1975**

**Mr. John Peterpaul**  
**General Vice President**  
**International Association of Machinists**  
**and Aerospace Workers**  
**Room 814, Machinists Building**  
**1300 Connecticut Avenue, N.W.**  
**Washington, D.C. 20036**

**Dear Mr. Peterpaul:**

This is to confirm our understanding with respect to the part of Article VIII of the Agreement of March 12, 1975 by which a new subsection, subsection 14(b), is added to Article VI of the Agreement of September 25, 1964.

Under the Agreement of September 25, 1964, prior to this amendment, the carrier did not comply with the advance notice requirements of Section 2 of Article II, as long as the carrier demonstrated that in other respects the subcontracting transaction in question was proper. However, the parties are agreed that compliance with the advance notice requirements may have a salutary effect in promoting mutually satisfactory resolution of subcontracting questions. Accordingly, the parties agreed upon the inclusion of new subsection 14(b), which is to be applicable at the discretion of the board and is to be the exclusive remedy provision relating to violations of the notice requirements of Section 2 of Article II. This amendment is not to prejudice in any way the positions the parties may take with respect to other types of alleged violations of Article II. Claims for damages growing out of such violations are to be determined as they would have been had this amendment not been made—that is, under former Section 14, now Section 14(a).

Yours very truly,

**William H. Dempsey**

I concur.

(Signed) John Peterpaul

## **SUPPLEMENT C-3**

**NATIONAL AGREEMENT OF DECEMBER 4, 1975**

**WITH I B of BISBBF & H, BRC of U S & C**

**I B of EW**  
• • •

### **ARTICLE V**

#### **SUBCONTRACTING**

The Agreement of September 25, 1964, is amended as follows:

#### **PART A**

First paragraph of Article II to read as follows:

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

Section 1(a) of Article II to read as follows:

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

The amendments made by this Part A shall become effective 30 days after the effective date of this Agreement and shall not be applicable to subcontracting transactions completed or being processed prior to the effective date of such amendments.

## **PART B**

Article VI, Section 14 shall be redesignated Section 14(a) and a new Section 14 (b) shall be added as follows:

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

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

The amendment made by this Part B shall not be applicable with respect to claims arising out of subcontracting transactions completed or being processed prior to 30 days after the effective date of this Agreement.

Existing subcontracting rules and practices on individual properties may be retained in their entirety in lieu of this Article V by the Organizations by giving a notice to the Carriers involved at any time within 30 days after the effective date of this Agreement.

## **ARTICLE VI**

### **COUPLING, INSPECTION AND TESTING**

Article V of the September 25, 1964 National Agreement is amended by designating the two existing paragraphs (a) and (b) and by adding the following new paragraphs (c), (d), (e), (f) and (g):

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

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

(e) If as of December 1, 1975, a railroad has a regular practice

of using a carman not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform work set forth in this rule during a shift at such yard or terminal, and paragraph (d) hereof is inapplicable, it may not discontinue all use of a carman to perform such work during that shift unless there is not sufficient work to justify employing a carman.

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

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

(g) This Article shall become effective 60 days after the effective date of this Agreement.

\* \* \*

## **ARTICLE VIII RESOLUTION OF DISPUTES**

Article VI of the September 25, 1964 Agreement is amended as follows:

### **Section 1:**

Eliminate the last sentence of Section 1 and substitute the following:

The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I & II of this Agreement, as amended by the Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

### **Section 10.**

Amend to read as follows:

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

### **Section 15.**

Revise to read as follows:

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

Award is in favor of a carrier the Award shall include an order to the employe or employes stating such determination.

The amendments made by this Article VIII shall become effective 30 days after the effective date of this Agreement.



# **SUPPLEMENT C-3-1**

## **NATIONAL RAILWAY LABOR CONFERENCE**

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036

AREA CODE: 202-659-9320

---

WILLIAM H. DEMPSEY, Chairman      H.E. GREER, Vice Chairman  
ROBERT BROWN, Vice Chairman  
W.L. BURNER, Jr., Director of Research  
J.F. GRIFFIN, Director of Labor Relations  
D.P. LEE, General Counsel      T.F. STRUNCK, Administrator of  
Disputes Committees

December 4, 1975

Mr. James E. Yost

President

Railway Employees' Department, AFL-CIO

220 South State Street, Suite 1212

Chicago, Illinois 60604

Dear Mr. Yost:

This is to confirm our understanding with respect to the part of Article V of the Agreement of December 4, 1975 by which a new subsection, subsection 14(b), is added to Article VI of the Agreement of September 25, 1964.

Under the Agreement of September 25, 1964, prior to this amendment, the carriers have consistently argued that no damages could be awarded where a carrier did not comply with the advance notice requirements of Section 2 of Article II, as long as the carrier demonstrated that in other respects the subcontracting transaction in question was proper. However, the parties are agreed that compliance with the advance notice requirements may have a salutary effect in promoting mutually satisfactory resolution of subcontracting questions. Accordingly, the parties agreed upon the inclusion of new subsection 14(b), which is to be applicable at the discretion of the board and is to be the exclusive remedy provision relating to violations of the notice requirements of Section 2 of Article II. This amendment is not to prejudice in any way the positions the parties may take with respect to other types of alleged violations of Article II. Claims for damages growing out of such violations are to be determined as they would have been had this amendment not been made—that is, under former Section 14, now Section 14(a).

I concur

(Signed) James E. Yost

Yours very truly,  
William H. Dempsey

## **SUPPLEMENT D**

### **DEPENDENTS HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND EMPLOYÉ GROUP LIFE INSURANCE**

Employees covered by this Agreement were included under the coverage of Travelers Group Policy No. GA-23000 effective December 1, 1956, and a summary of these benefits, which are outlined in booklet form, are issued periodically by The Travelers Insurance Company and the Agreement will not be reproduced herein.

## **SUPPLEMENT D-1**

### **SUPPLEMENTAL SICKNESS BENEFIT PLAN**

Employees covered by this Agreement are covered by a Supplemental Sickness Benefit Plan, effective July 1, 1973 (see May 12, 1972 letter of J.P. Hiltz, Jr. to John W.O. O'Brien). A summary of the plan, is outlined in booklet form, issued by Provident Life and Accident Insurance Company of Chattanooga, Tennessee and the Agreement will not be reproduced herein.

**SUPPLEMENT E**  
**EMPLOYEE AND DEPENDENT COVERAGE UNDER**  
**NATIONAL DENTAL PLAN**

Employees covered by this Agreement are included in National Dental Plan effective March 1, 1976. Benefits are set forth in National Agreements dated January 29, 1975, March 12, 1975, December 4, 1975, December 2, 4 and 6, 1979 and in booklet form issued by Aetna Life Insurance Company, of Hartford, Connecticut and the Agreement will not be reproduced herein.

**SUPPLEMENT F**  
**NATIONAL AGREEMENT WITH SMWIA**  
**Dated May 12, 1972**

**ARTICLE V**  
**INCIDENTAL WORK RULE**

The Incidental Work Rule which became effective April 9, 1970 is hereby amended to read as follows:

(a) At work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a running repair work assignment, the completion of which calls for the performance of "Incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. This rule applies only to work performed on rolling stock.

(b) Work shall be regarded as "Incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances in order to accomplish a specific main work assignment, e.g., remove generator, replace governor, repair radiator, etc.

(c) Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish a specific main work assignment, except that when the time normally required to accomplish the incidental work exceeds one hour the rule shall not apply to such work assignment.

(d) In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental work regardless of how much or how little time it might require.

(e) Inspection is not incidental work. It is always the main work assignment and is to be treated under this rule as any other main work assignment. Whatever inspection work was possessed before the incidental work rule is not changed in any way by this rule. If, however, during the course of an inspection running repair work is performed, then the incidental work rule comes into play and will allow the craft whose work it is to perform the repair to do the incidental work required to perform the main work assignment, provided that the time limitations of paragraph (c) above are met.

(f) Repair time will be counted as a part of the main assignment only when the repair is performed by a mechanic assigned to the main work assignment.

(g) If there is a question raised as to whether or not the

Incidental work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work assignment in question; however, the Shop Committee may make a request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour. Request for time checks will be granted when the request is made by the Shop Committee. Nevertheless, both parties are entitled to protection against the inconvenience of unreasonably repetitive requests for time checks. Therefore to the extent that repetitive assignments practicably can be standardized with respect to the various types of rolling stock, the local parties should do so. They should conduct a sufficient number of time checks to arrive at a normalized time for such standardized assignments which then should be used to govern applications of the rule to that work. If a time check (or checks) indicates that the time normally required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

(h) The parties to this Agreement will promptly work out an accelerated grievance procedure within the framework of the recommendations of Emergency Board No. 181.

(i) So-called "kite tail" rules in schedule agreements on the individual carriers, insofar as those rules apply to running repairs on rolling stock, are superseded by this rule.

(Note: Letter of Understanding by W.H. Dempsey accepted by J.W. O'Brien dated May 12, 1972 provided:

"This is to confirm our understanding with respect to our national agreement of May 12, 1972, that the execution of this agreement does not waive in any way the position of any party with respect to the question whether Article V of this agreement, or the incidental work rule provision of Public Law 91-226, permits carmen to do incidental work. We recognize that your organization is firmly of the view that carmen do not have such a right. While the carriers are of an opposite view, we recognize that by entering into the agreement of May 12, 1972, neither party is making any concessions in this respect or waiving any rights that they have.")

**SUPPLEMENT G**  
**SHOPCRAFT UNION SHOP AGREEMENT**  
**Effective February 16, 1953**  
**UNION SHOP**

**Section 1.**

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

**Section 2.**

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

**Section 3.**

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

(b) The seniority status and rights of employees furloughed to

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

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

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

#### **Section 4.**

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organization.

#### **Section 5.**

(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until the carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or



by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, then within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the

carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and

expenses shall be borne in equal shares by the carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

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

#### **Section 6.**

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

#### **Section 7.**

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class

shall be terminated, no liability against the carrier in favor of the organization or other employees based upon alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

#### **Section 8.**

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

#### **Section 9.**

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

#### **Section 10.**

(a) The carrier shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall

not be effective with respect to any individual employe until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

#### **Section 11.**

This agreement shall become effective on February 16, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the carrier and those employes represented by each organization signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

**SUPPLEMENT H**  
**NATIONAL AGREEMENT SIGNED MAY 10, 1973**  
**and**  
**LETTER OF UNDERSTANDING DATED JANUARY 29, 1975**  
**TO J.W. O'BRIEN FROM W.H. DEMPSEY.**

**ARTICLE II**

**COST-FREE UNION DUES DEDUCTION AGREEMENT**

Within 60 days following request by the organizations, each railroad party to this Agreement and the organizations signatory to this Agreement will reach an understanding or agreement to modify their union dues deduction agreement (or, if there is no dues deduction agreement, the parties on the individual railroads will negotiate a union dues deduction agreement), effective with the first calendar month following 60 days after the date of such agreement (unless otherwise agreed to), which will conform to the following guidelines:

1. Deductions will be limited to periodic union dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.
2. No costs will be charged against the organizations or the affected employees in connection with the dues deduction agreement.
3. Appropriate written assignment form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be reexecuted and may be continued in effect subject to their terms and conditions.
4. The dues deduction amounts may not be changed more often than once every three months.
5. The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.
6. The dues deduction agreement will include appropriate priorities of deductions in cases where the individual's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:

Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as

**garnishments and attachments; and amounts due the carrier by the individual.**

**7. In the event there is insufficient earnings to permit the full amount of the union dues deduction, no deduction will be made.**

**8. The carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local unit each month. Such lists will include the employee's name, Social Security number or pay roll identification number, and the amount of union dues deducted from the pay of each employee.**

**Any organization now having a dues deduction agreement may retain such agreement in its entirety unless and until the provisions of the introductory paragraph of this Article II are implemented.**

**SUPPLEMENT H-1**  
**(Sample)**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**THE DENVER AND RIO GRANDE WESTERN**  
**RAILROAD COMPANY**  
**and the**  
**(organization)**

In accordance with the provisions of Article II of National Agreement signed May 10, 1973, (or the January 29, 1975 letter of understanding for a cost-free union dues deduction agreement signed by Mr. O'Brien and Mr. Dempsey when the Collective Bargaining Agreement was signed at Washington, D.C. on January 29, 1975), the following Agreement by and between The Denver and Rio Grande Western Railroad Company, hereinafter referred to as the "Carrier" and employees represented by the (organization) hereinafter referred to as the "Organization" shall be made effective (date).

**Section 1.**

The Carrier shall, subject to the terms of this Agreement, deduct sums for initiation fees, periodic dues and assessments (not including fines and penalties) due the Organization from the wages payable to employees subject to this Agreement, who are members of the Organization and who have so authorized the Carrier by signed authorization, in the form set forth in Exhibit "A", attached hereto and made a part hereof. The authorization shall, in accordance with its terms, be revocable in writing at any time after the expiration of one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreements between the parties hereto, whichever occurs sooner. Revocation of authorization shall be on the form specified in Exhibit "B", attached hereto and made a part hereof, and both the authorization and revocation of authorization forms shall be reproduced and furnished as necessary by the Organization without cost to the Carrier.

The Organization shall assume the full responsibility for the procurement and proper execution of said forms by employees, and for the delivery of said forms to the Carrier. Revocation of authorization forms shall be delivered to the Carrier not later than the 5th day of the month in which the termination of deduction is to become effective.

**Section 2.**

The Financial Secretary of the Lodge of which the employee is a member, shall furnish to the Auditor of Expenditures not later than June 5, 1975, a master certified statement on the form specified in Exhibit "C", attached hereto and made a part hereof,



listing in alphabetical order the name, employee number and the amount to be deducted from each employee who has signed the authorization form herein referred to, and which authorization has been filed with the Carrier or attached to the aforementioned list; and thereafter, not later than the 5th day of each month, the authorized representative of the Organization shall furnish a certified statement on the form specified in Exhibit "D", attached hereto and made a part hereof, listing the name, employee number and the amount to be deducted for such employees who have been added and listing those deleted from the master list, including any change in an employee's monthly deduction. If there are no changes during a current month, no lists shall be furnished and the master certified statement shall govern.

The dues deduction amount may not be changed more often than once every three months.

### **Section 3.**

Deduction shall be made from the wages earned in the last period of the month in which the aforementioned certified statement is furnished to the Carrier. The following pay roll deductions shall have priority over deductions in favor of the Organization as covered by this Agreement:

- (a) Federal, State and Municipal taxes and other deductions required by law, including garnishment and attachments and any other prior liens which the Carrier must respect.
- (b) Amounts due the Carrier.
- (c) Rio Grande Employees Hospital Association Dues.
- (d) Credit Union.
- (e) Prior valid deductions and assignments.

If the earnings of the employee are insufficient, after all prior deductions have been made, to remit the full amount of deductions authorized by an employee hereunder, no deduction on behalf of the Organization shall be made by the Carrier and the Carrier shall not be responsible for such collection.

Deductions made hereunder shall be made only on the regular pay roll. No deductions shall be made from special pay rolls or from time vouchers. Responsibility of the Carrier under this Agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employees pursuant to this Agreement and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled by the Organization on behalf of the employee concerned. Nothing herein contained shall be construed as obligating the Carrier to make

deductions from employes who leave its service or whose wages shall be involved in any claim or litigation of any nature whatsoever.

#### **Section 4.**

Deductions made from wages earned in the last pay period of each month will be remitted to Financial Secretary of the Lodge by the 25th day of the month following the month in which deductions were made, together with a list of the form specified in Exhibit "E", attached hereto and made a part hereof, prepared in triplicate, alphabetically listing the names, pay roll identification numbers, amount of deduction and total amount of deductions, together with a list in triplicate of the employes from whom deductions were not made.

#### **Section 5.**

No part of this Agreement shall be used in any manner whatsoever either directly or indirectly as a basis for a grievance or time claim by or in behalf of an employe; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of, or misapplication or non-compliance with, any part of this Agreement.

#### **Section 6.**

Except for remitting to the Organization monies deducted from the wages of employes, the Organization shall indemnify, defend and save harmless the Carrier from and against any and all claims, demands, liability, losses or damage resulting from the entering into of this Agreement or arising or growing out of any dispute or litigation resulting from any deductions made by the Carrier from the wages of its employes for or on behalf of the Organization.

#### **Section 7.**

This Agreement is subject to the express agreement of the parties signatory hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party to relieve the other party from complying with any provision of this Agreement which may be in conflict with or violate any applicable federal or state law now in existence or enacted during the term hereof.

#### **Section 8.**

This Agreement shall become effective (date), and the deductions shall commence with the second period of (date), and shall continue in effect until it is changed as provided herein or under provisions of the Railway Labor Act as amended.

Signed at Denver, Colorado, this (date).

**INDIVIDUAL AUTHORIZATION FORM FOR  
DEDUCTION OF FEES, DUES, AND/OR ASSESSMENTS**

Auditor of Expenditures  
The Denver and Rio Grande Western Railroad Co.  
P.O. Box 5482  
Denver, Colorado 80217

Name \_\_\_\_\_  
(Last) (First) (Middle Initial)

Home Address \_\_\_\_\_  
(Street and Number)

Department \_\_\_\_\_

\_\_\_\_\_  
(City and State) (Zone)

Occupation \_\_\_\_\_

I hereby assign to the (organization) part of my wages necessary, and authorize my employer, The Denver and Rio Grande Western Railroad Company, to deduct from my wages the amount of monthly membership dues, initiation fees and assessments (exclusive of fines and penalties), all uniformly required as a condition of my acquiring and/or retaining membership in said Organization and pay all such sums deducted to the designated Officer of the Organization in accordance with the terms of the Deduction Agreement entered into by and between the Organization and the D&RGW RR Co. on (date).

This authorization may be revoked in writing as provided in Section 1 of the Dues Deduction Agreement.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

Witness: \_\_\_\_\_  
(Personal Signature)

\_\_\_\_\_  
(Employee Number)

\_\_\_\_\_  
(Occupation)

**EXHIBIT A**

## WAGE ASSIGNMENT REVOCATION

Auditor of Expenditures

The Denver and Rio Grande Western Railroad Co.

P.O. Box 5482

Denver, Colorado 80217

Name \_\_\_\_\_  
(Last) (First) (Middle Initial)

Division \_\_\_\_\_

Home Address \_\_\_\_\_ Department \_\_\_\_\_

Occupation \_\_\_\_\_

\_\_\_\_\_  
(City and State)

Effective \_\_\_\_\_, I hereby revoke that Wage Assignment Authorization now in effect assigning to the (organization) that part of my wages necessary to pay my monthly dues and assessments, now being withheld pursuant to the Check-Off Agreement between the Organization and The Denver and Rio Grande Western Railroad Company, and I hereby cancel the Authorization now in effect authorizing The Denver and Rio Grande Western Railroad Company to deduct such monthly dues and assessments from my wages.

\_\_\_\_\_  
(Date)

19 \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Employee Number)

**EXHIBIT B**

**THE DENVER AND RIO GRANDE  
WESTERN RAILROAD COMPANY  
INITIAL DEDUCTION LIST**

Date \_\_\_\_\_

Auditor of Expenditures  
The Denver and Rio Grande Western Railroad Co.  
P.O. Box 5482  
Denver, Colorado 80217

Pursuant to the Check-Off Agreement between the (organization) and The Denver and Rio Grande Western Railroad Company the following is a list of names of employees for whom deductions shall be made effective the last pay period of \_\_\_\_\_, 19\_\_\_\_.

Wage Deduction Authorization Forms for these employees are enclosed.

Employee Number	Employee's Name			Office	Amount to be deducted
	Last	First	Middle Initial		

Total \$ \_\_\_\_\_

(Signed) \_\_\_\_\_ Lodge No. \_\_\_\_\_

Authorized Representative of (organization)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City) (State) (Zip)

The above deduction list will remain in effect until submission of form specified in Exhibit D.

**EXHIBIT C**

S-62

**THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY  
MONTHLY DEDUCTION LIST**

Auditor of Expenditures  
The Denver Rio Grande Western Railroad Company  
P.O. Box 5482  
Denver, Colorado 80217

Pursuant to the Check-Off Agreement between (organization) and The Denver and Rio Grande Western Railroad Company effective with the last pay period of \_\_\_\_\_, 19\_\_\_\_\_, the following additions or deletions are to be made for the employees whose names are listed below:

**Additions**

Employee Number	Employee's Name			Office	Amount to be deducted
	Last	First	Middle Initial		

**Deletions**


(Signed) \_\_\_\_\_  
Authorized Representative of (organization)

Lodge No. \_\_\_\_\_

\_\_\_\_\_  
(Address)

**EXHIBIT D**

**S-83**

**THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY**

Date \_\_\_\_\_

Mr. \_\_\_\_\_  
(Organization Officer)

\_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City and State) (Zip)

Pursuant to the Check-Off Agreement between your (organization) and The Denver and Rio Grande Western Railroad Company enclosed is a machine produced list of deductions for the Denver Office for the month of \_\_\_\_\_, 19\_\_\_\_\_.

Name		Lodge Number	Employee Number	Amount	No Deduction
Initials	Last				

Total \_\_\_\_\_

\_\_\_\_\_  
Auditor of Expenditures

**EXHIBIT E**

**SUPPLEMENT H-2**  
(Sample)  
**ADDENDUM TO DUES DEDUCTION AGREEMENT**  
between  
**Denver and Rio Grande Western Railroad Co.**  
(railroad)  
and  
(organization)

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed June 21, 1979, between carriers represented by the National Railway Labor Conference and the employees of said carriers represented by the [organization(s)], the parties hereby amend the Dues Deduction Agreement of (date), as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms bases:

1.

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

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

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

3. Monthly voluntary political contribution deductions will be



made from wages at the same time that membership dues are deducted from the employee's paycheck.

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

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

Signed at Denver, Colorado this (date).

For:  
(organization)

For:  
Denver and Rio Grande Western  
Railroad Co.

**INDIVIDUAL AUTHORIZATION  
FORM**

**Voluntary Payroll Deductions -  
(organization) Political League**

To: \_\_\_\_\_  
\_\_\_\_\_

Space for label showing name, address  
System Board and local lodge number

\_\_\_\_\_  
Department

\_\_\_\_\_  
Work Location

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

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

Signed at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_, 19\_\_\_\_.

\_\_\_\_\_  
(personal signature)

\_\_\_\_\_  
Social Security Number

**ATTACHMENT A**

## **SUPPLEMENT I**

**From National Agreements signed October 7, 1971, (May 12, 1972 for SMWIA) as amended by Article VIII of December 2 and 4, 1979 National Agreements, and Article VII of the December 8, 1979 National Agreement.**

### **ARTICLE IV**

#### **PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES**

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

##### **(a) Covered Conditions**

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

- (1) deadheading under orders or
- (2) being transported at carrier expense.

##### **(b) Payments to be Made**

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

##### **(1) Accidental Death or Dismemberment**

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

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

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

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

#### (2) Medical and Hospital Care

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

#### (3) Time Loss

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

#### (4) Aggregate Limit

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

This Article shall become effective January 1, 1979.

#### (c) Payment In Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employe's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employe, for the benefit of his estate.

**(d) Exclusions:**

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

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

**(e) Offset:**

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

**(f) Subrogation:**

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

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1979.

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

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971, (May 12, 1972 for Sheet Metal Workers)

---

(employee or personal representative)  
agrees to be governed by all the conditions and provisions said and set forth by Article IV."

### **Savings Clause**

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

**SUPPLEMENT J**  
**MEMORANDUM OF AGREEMENT**

**Between**

**THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

Due to a shortage of journeyman machinists and the necessity of filling positions; it is hereby agreed:

1. Regular apprentices who have served four (4) periods (488 days) of their apprenticeship, and helper apprentices who have served two (2) periods (244 days) of their apprenticeship, may be advanced to positions of journeyman machinist in the order of having the least number of days left to serve on their apprenticeship.

2. Machinist helpers with two years (520 days) of experience with this Carrier as a machinist helper may be advanced to position of machinist.

3. In the application of paragraphs 1 and 2 above, an advancement is to be in accordance with seniority and qualifications. Where ability is sufficient in the judgment of the supervisor and the Local Chairman, seniority will govern.

4. Employees advanced to machinist under paragraph 2 are required at the time to make a statement as to whether they do or do not desire to work toward the establishment of a seniority date and classification of journeyman machinist.

Apprentices advanced will continue to be regarded as apprentices and shall be required to continue their technical training program.

5. Apprentices and helpers advanced hereunder shall receive not less than the journeyman mechanic's rate of pay and shall be required to fill journeyman's vacancies regardless of shift and location.

6. Apprentices advanced to journeyman machinist positions will not establish a seniority date as a mechanic until the completion of the number of apprenticeship days required to complete their apprenticeship as provided in the agreement. Upon completion of his apprenticeship a set up apprentice will be given a point or district journeyman seniority date retroactive three (3) years from the last date of his apprenticeship.

In granting of three (3) years retroactive machinist seniority upon completion of the apprenticeship, no graduated apprentice shall be given a journeyman's seniority date that precedes the date he was first employed as an apprentice.

Helper machinists advanced to journeyman machinist positions will not establish a seniority date as a machinist until completing four years (1040 days) of work as a set up machinist when he will receive a seniority date as a journeyman machinist as of the date he completes 1040 days as a set up machinist.

7. In no instance will apprentices or helpers be advanced to fill temporary vacancies of less than ten (10) days' duration.

An apprentice or helper can decline upgrading to machinist if he or she desires. If employee declines to be upgraded a signed statement from employee should be placed in Carrier's files with copy to Local Chairman.

8. Qualified journeyman machinists shall be employed when available in preference to retaining advanced apprentices or helpers. Furloughed journeyman machinists at other points on the D&RGWRR Systems shall be given preference to vacancies and new positions for machinists on the D&RGWRR if they so desire, however, their seniority will be handled as provided in Rule 17.

9. This agreement may be terminated upon ten (10) day's notice of cancellation served by either party signatory hereto upon the other.

Signed at Denver, Colorado this 28th day of April, 1978.

For the International Association  
of Machinists

For the Carrier

---

L.E. Allbery  
General Chairman, IAofM

---

J.W. Lovett  
Director of Personnel



**SUPPLEMENT K**  
**MEMORANDUM OF AGREEMENT**

**Between**

**THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY**

**AND,**

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION,  
DISTRICT COUNCIL 10**

In order that apprentices may be given experience in work being regularly performed only on the second (afternoon) or third (night) shift, Rule 34 (r) of the printed Agreement effective September 1, 1930, including changes and agreed to interpretations to date of this reissue January 1, 1968, reading:

"(r) Apprentices shall not be assigned to work on night shifts, and shall not be allowed to work overtime, except in an emergency, or to complete work on which engaged at close of regular daily assignment, until the last two hundred sixty (260) days of their apprenticeship."

Is hereby amended by adding thereunder:

"**Note:** And except that where work is only being regularly performed on the second or third shift, Sheet Metal Worker Apprentices during the first twelve months of their apprenticeship will be required to work the second shift for four (4) weeks and for the third shift for four (4) weeks."

This Memorandum of Agreement may be cancelled by either party giving the other party thirty (30) calendar days written notice of such cancellation.

Signed and effective at Denver, Colorado, this fourteenth day of May, 1976.

**FOR THE EMPLOYEES:**

**FOR THE CARRIER:**

K.C. Flansburg General Chairman, Sheet Metal Workers International Association, District Council 10	J.W. Lovett Director of Personnel
---	--------------------------------------

**SUPPLEMENT L**  
**MEMORANDUM OF AGREEMENT**

**Between**

**THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY**

**Wilson McCarthy and Henry Swan, Trustees**

**And**

**System Federation No. 10, Railway Employees Department,  
American Federation of Labor, Mechanical Section Thereof;  
Composed of The International Association of Machinists and  
The Brotherhood of Railway Carmen of America, as applying to  
Roadway Machine and Equipment Repairmen and Helpers, in  
The Maintenance of Way Department.**

It is understood and agreed that the Shop Crafts' Agreement, effective September 1, 1940, will apply to Motor Car Repairmen and Helpers with the following exceptions:

1. A separate seniority roster for present employees will be maintained for Roadway Machine and Equipment Repairmen and Helpers.
2. The present occupants of these positions will not be disturbed. In other words, the displacement provisions of the Shop Crafts' Agreement of September 1, 1940, will not be applicable to the present occupants of the positions of Roadway Machine and Equipment Repairmen and Helpers.
3. Vacancies or new positions of Motor Car Repairmen and Helpers will be filled in accordance with the provisions of Rule 15 of the Shop Crafts' Agreement.
4. The present practice in the various Roadway, Motor Car Equipment Shops in regard to character of work permissible or duties required will be continued.
5. Motor Car Repairmen now paid on a monthly basis will be compensated for road work under the provisions of Rule 11 of the Shop Crafts' Agreement.

Accepted for The Denver  
and Rio Grande Western  
Railroad Company  
(Wilson McCarthy and Henry  
Swan, Trustees):

W.H. SAGSTETTER,  
Chief Mechanical Officer

J.E. KEMP,  
Assistant General Manager

Accepted for System  
Federation No. 10 of the  
Railway Employees Department  
American Federation  
of Labor:

ALEX BAUER,  
General Chairman,  
I.A. of M.

EDWARD PETERSON,  
General Chairman,  
I.B. of B.I.S.B. and H. of A.

ADAM J. ROSS,  
General Chairman,  
I.B. of B.S.D.F. and H.

ERNEST SOMMERS,  
General Chairman,  
S.M.W.I.A.

FRANK TAVEY,  
General Chairman,  
I.B. of E.W.

E.W. WARNER,  
General Chairman,  
B.R.C. of A.

FRANK TAVEY,  
President, System Federation  
No. 10

ALEX BAUER,  
Secretary-Treasurer, System  
No. 10

Dated at Denver, Colorado, October 16, 1940.

**SUPPLEMENT M**  
**MEMORANDUM OF AGREEMENT**

**Between**

**THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY**

**And**

**BROTHERHOOD RAILWAY CARMEN OF AMERICA**

**IT IS HEREBY AGREED:**

Per discussion June 24, 1964, between General Chairman A.B. Cuglietta and Chief Mechanical Officer W.J. Holtman; effective immediately a position covering duties of Locomotive-Carman-Leadman will be advertised on one shift at Ogden, Utah, to correspond with switch engine inspection and/or light repairs.

This Agreement is applicable only at Ogden and is subject to cancellation by either party on thirty days' written notice.

Signed at Denver, Colorado, this 26th day of June, 1964.

**FOR THE EMPLOYEES:**

Signed: A.B. Cuglietta

A.B. Cuglietta

General Chairman, BRCofA

**FOR THE CARRIER**

Signed: E.B. Herdman

E.B. Herdman

Director of Personnel

**SUPPLEMENT N**  
**THE DENVER AND RIO GRANDE WESTERN**  
**RAILROAD COMPANY**  
**P.O. Box 5482**  
**Denver, Colorado 80217**

**November 5, 1965**

**AWR-1028**  
**NRLS-4**

Mr. V.S. Stepsay  
Secretary-Treasurer  
System Federation No. 10  
Denver, Colorado

Dear Sir:

Your letter November 3, 1965, reading as follows:

"In meeting between System Federation No. 10 and the Personnel Department of October 29, 1964, it was agreed that Rule 16 of the Current Agreement would be retained in place of accepting Article III of the September 25, 1964 Agreement. This was confirmed in meeting held on August 27, 1965 with Mr. Lovett. The Executive Board of System Federation No. 10 requests written confirmation of this position."

This will confirm Carrier's statement at the October 29, 1964 meeting:

"We will retain Rule 16 (d) of the current Agreement unless there is a request to adopt Article III — Assignment of Work — Use of Supervisors — of the September 25, 1964, Agreement, within 90 days.

This will reaffirm carrier's statement of October 29, 1964, and August 27, 1965.

Yours truly,  
E.B. Herdman  
Director of Personnel

cc Mr. John R. Nelson - President, System Federation No. 10 - and  
General Chairman, IBoFEW, Denver, Colorado.  
Mr. A.B. Cuglietta, General Chairman, BoFRCofA,  
Salt Lake City, Utah  
Mr. F.W. Burke, General Chairman, IAofM, Pasadena, California  
Mr. F.G. Luethy, General Chairman, IBB&B,  
North Sacramento, California  
Mr. C.P. Wells, General Chairman, F&O, Denver, Colorado  
Mr. V.S. Stepsay, General Chairman, SMWI, Denver, Colorado

CEB:c

**SUPPLEMENT O**  
**MEMORANDUM OF AGREEMENT**

**Between**

**THE DENVER AND RIO GRANDE WESTERN  
RAILROAD COMPANY**

**And**

**BROTHERHOOD RAILWAY CARMEN OF AMERICA**

**IT IS HEREBY AGREED:**

The following will apply to the use of mobile unit 569 located at Grand Junction when used outside of Grand Junction yard limits in connection with repairs to cars or rerailling of cars:

**Section 1.**

When unit 569 is used for work outlined in Rule 96 of the current agreement a carman, and helper, if necessary, will be used.

**Section 2.**

When unit 569 without the regular rail wrecker outfit is used to reraill cars a carman or carmen will be used.

**Section 3.**

When both unit 569 and the regular rail wrecker outfit are sent to a wreck or derailment, the provisions of Rule 41 of the current agreement will apply.

**Section 4.**

When the regular rail wrecker outfit in cases outlined in Section 3 is released from the derailment and unit 569 remains, the provisions of Sections 1 or 2 will apply depending on the type of work left to be performed.

**Section 5.**

When unit 569 is out on line under the provisions of Section 1, and a derailment or wreck occurs or becomes known, the carman or carmen with unit 569 may perform the rerailling or wrecking necessary before returning to home point provided this does not require going through the home point to reach the wreck or derailment.

Signed at Denver, Colorado, the 25th day of October 1963.

**FOR THE EMPLOYES:**

Signed: C. Toone

C. Toone

General Chairman, BRCoIA

**FOR THE CARRIER**

Signed: E.B. Herdman

E.B. Herdman

Director of Personnel

# **AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

---

This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will

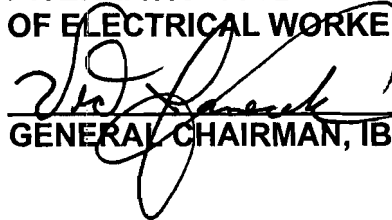
be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on the day after Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)

- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

**FOR THE:  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

  
GENERAL CHAIRMAN, IBEW

**FOR THE:  
UNION PACIFIC RAILROAD**

  
GENERAL DIRECTOR LABOR RLNS



# **AGREEMENT**

**Between The**

**UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

---

This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will

be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on the day after Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)

- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

**FOR THE:  
INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS**

  
GENERAL CHAIRMAN, IBEW

**FOR THE:  
UNION PACIFIC RAILROAD**

  
GENERAL DIRECTOR LABOR RLNS



Andrea Gansen  
General Director

August 27, 2007

230-15  
c: 230-157

Mr. Jim Wisniski  
General Chairman IBEW  
5342 Davis Blvd., Suite C  
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreement dated February 1, 2007, establishing monthly-rated Electrician-Road positions to provide certain servicing, inspecting, repairing, and maintenance to locomotives.

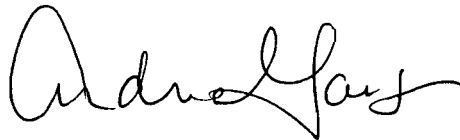
The Carrier intends to establish up to three (3) such monthly rated positions at Memphis, Tennessee. For those positions, the following conditions are understood and agreed to between the parties, in addition to the Letter Agreement dated February 1, 2007:

1. The positions established pursuant to this Agreement shall be filled first by qualified electricians currently working at North Little Rock, Arkansas. In the event no electricians from North Little Rock bid on such positions, then the positions may be filled by qualified electricians from the balance of the system.
2. Electricians bidding and assigned to Memphis will continue to retain and accrue seniority at the home point from which transferred. Such electricians may not return to the point from which transferred unless they are no longer able to hold Electrician-Road position at the outlying location assigned. At such time they shall be allowed to exercise seniority upon returning to the home point. When seniority is exercised to the home point, the electrician will relinquish any rights to the above outlying point to which assigned.
3. Qualified electricians at the home points shall not be permitted to displace electricians assigned to Memphis unless they are no longer able to hold a position at home point location. It is further understood, that if no bids are received on positions identified above, electricians from their home point will not be force assigned to the monthly rated Electrician Road positions established pursuant to this Agreement.
4. Electricians assigned to Memphis will not establish nor accrue seniority at the above point, nor will they lose any seniority at the home point from which transferred.

5. Electricians assigned to the Electrician-Road positions at Memphis will be allowed reasonable actual and necessary expenses for meals and lodging for the first fifteen (15) calendar days subsequent to their assignment, commencing on the date the electrician is released from the home point. This will not supersede the February 1, 2007 Agreement allowing for expenses while away from the point of their assignment.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,



AGREED:



GENERAL CHAIRMAN, IBEW



Andrea Gansen  
General Director

August 30, 2007

230-15  
c: 230-157

Mr. Jim Wisniski  
General Chairman IBEW  
5342 Davis Blvd., Suite C  
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

A handwritten signature in cursive script, appearing to read "Andrea Gansen".

AGREED:

A handwritten signature in cursive script, appearing to read "Jim Wisniski".  
GENERAL CHAIRMAN, IBEW



Andrea Gansen  
General Director

August 27, 2007

230-15  
c: 230-157

Mr. Jim Wisniski  
General Chairman IBEW  
5342 Davis Blvd., Suite C  
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreement dated February 1, 2007, establishing monthly-rated Electrician-Road positions to provide certain servicing, inspecting, repairing, and maintenance to locomotives.

The Carrier intends to establish up to three (3) such monthly rated positions at Memphis, Tennessee. For those positions, the following conditions are understood and agreed to between the parties, in addition to the Letter Agreement dated February 1, 2007:

1. The positions established pursuant to this Agreement shall be filled first by qualified electricians currently working at North Little Rock, Arkansas. In the event no electricians from North Little Rock bid on such positions, then the positions may be filled by qualified electricians from the balance of the system.
2. Electricians bidding and assigned to Memphis will continue to retain and accrue seniority at the home point from which transferred. Such electricians may not return to the point from which transferred unless they are no longer able to hold Electrician-Road position at the outlying location assigned. At such time they shall be allowed to exercise seniority upon returning to the home point. When seniority is exercised to the home point, the electrician will relinquish any rights to the above outlying point to which assigned.
3. Qualified electricians at the home points shall not be permitted to displace electricians assigned to Memphis unless they are no longer able to hold a position at home point location. It is further understood, that if no bids are received on positions identified above, electricians from their home point will not be force assigned to the monthly rated Electrician Road positions established pursuant to this Agreement.
4. Electricians assigned to Memphis will not establish nor accrue seniority at the above point, nor will they lose any seniority at the home point from which transferred.



Andrea Gansen  
General Director

August 30, 2007

230-15  
c: 230-157

Mr. Jim Wisniski  
General Chairman IBEW  
5342 Davis Blvd., Suite C  
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

A handwritten signature in cursive script, appearing to read "Andrea Gansen".

AGREED:

A handwritten signature in cursive script, appearing to read "Jim Wisniski".  
GENERAL CHAIRMAN, IBEW