



**AGREEMENT BETWEEN
CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY
AND
ITS EMPLOYEES REPRESENTED
BY THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
EFFECTIVE DECEMBER 1, 1985**



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SCOPE

Except as otherwise provided, this agreement shall apply to those who perform work herein specified in the Maintenance of Equipment (Car and Locomotive) Maintenance of Way, Signal Maintenance, Communications Department and all other departments of the Transportation Company wherein work covered by this agreement is performed.

Rule 1 - Basic Day

Eight hours shall constitute a day's work. All employees coming under the provisions of this schedule shall be paid on the hourly basis except as otherwise specified.

Rule 2 - Work Week

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 carrier will establish for all employees, subject to the exceptions 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 provisions of this Agreement which follow.

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

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

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

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

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

(f) Deviation from Monday-Friday Week - If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) 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 carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this agreement.

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

- (1) All possible regular relief positions shall be established pursuant to paragraph (e) above.
- (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 party to this agreement shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
- (8) If there is disagreement over the necessity of splitting the rest days of any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under this agreement and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

(h) Beginning of Work Week - The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

Rule 3 - Starting Time - One Shift

For shops and repair tracks, where one shift is employed, the starting time shall be not earlier than 7:00 A.M., and not later than 8:00 A.M.

For engine houses, freight train yards, interchange and passenger train terminal forces, where one shift is employed, the starting time shall be not earlier than 6:00 A.M., and not later than 8:00 A.M., subject to mutual agreement.

Rule 4 - Starting Time - Two Shifts

Where two shifts are employed, the starting time of the first shift shall be not earlier than 6:00 A.M., nor later than 8:00 A.M. The second shift shall start not earlier than the close of the first shift nor later than 8:00 P.M. subject to mutual agreement.

Rule 5 - Starting Time - Three Shifts

Where three shifts are employed, the starting time of the first shift shall be governed by the first paragraph of Rule 3, and the starting of each following shift shall be regulated accordingly.

The spread of each shift shall consist of eight (8) continuous hours.

Rule 6 - Starting Time - Other

Where three shifts are worked by Motive Power running repair forces, and two shifts are worked by Back Shop forces, the commencing and quitting time of the first shift and the commencing and quitting time of the second shift of the Back Shop forces will be governed by the provisions of Rule 4.

The starting times for Car Department electrical workers at repair facilities shall apply separately from that for Car Department electrical workers engaged in inspection (train yards). Where two or more Car Department repair facilities exist as a single seniority point the starting time provisions shall apply separately at each such repair facility.

Three eight-hour shifts may be established under the provisions of Rule 5 for Electricians when necessary for continuous operation of power houses, millwright gangs, wheel shops, heat-treating plants, train yards, running repair and inspection forces (not repair tracks) without extending the provisions of Rule 5 to the balance of the shop forces.

The time established for commencing and quitting work for all employees on each shift shall be the same at the respective points.

Rule 7 - Payment of Penalty Rate (Time and 1/2 Rate)

(a) Continuous service following a regular eight-hour assignment, shall be computed on the actual minute basis and paid for at time and one-half rate with a minimum of one hour. Employees will be compensated as if on continuous duty in all cases where the interval of release from duty does not exceed one hour.

(b) Employees required to report in advance of regular starting time for work continuous with regular assignment will be allowed actual time on a minute basis at rate and one-half for such advance work, with a minimum of one hour.

(c) Service performed on Holiday shall be paid under the provisions of Rule 11.

(d) Employees called or required to report for work and reporting will be paid on a minute basis for actual time worked at time and one-half rate, with a minimum of two hours and forty minutes. This includes calls in advance of regular assignment of more than one hour. When called under this rule, only work so called for shall be performed.

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

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

(g) Service rendered by an employee on his assigned rest day or days which is not a part of any assignment will be paid for under Subsection (d) of this Rule 7.

(h) In all cases other than those specified in paragraph (g) service rendered by an employee on his assigned rest day or days will be paid for at the overtime rate with a minimum of eight (8) hours except that where vacancies are not known sufficiently in advance to permit employees to report at the beginning of the shift, they will be paid for the balance of the day at such rate but not less than is provided under provisions of the call rule. Employees will be notified as soon as possible of such vacancies.

Rule 8 - Payment of Penalty Rate (Double Time)

(a) 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 this Rule.

(b) An employee on duty in excess of 16 hours in any 24 hour period computed from the starting time of his regular assignment (which starting time is also applicable to his rest days) shall be paid at double the basic straight time rate on the minute basis for actual time worked until relieved from duty or until completion of 24 hour period, whichever first occurs.

An employee being paid double time at completion of a 24 hour period who is continued in service into the next 24 hour period shall continue to be paid at double time rate until relieved from duty.

Rule 9 - Distribution of Overtime

Overtime will be distributed as equally as possible between the employees at each point.

Record will be kept of all overtime worked and made available to the employees.

Rule 10 - Absorbing Overtime

Employees will not be required to suspend work during regular hours to absorb overtime.

NOTE: Under the provisions of this Rule, an employee may not be requested to suspend work and pay during his tour of duty to absorb overtime previously earned by him, nor will he be requested to suspend work and pay during his tour of duty to absorb overtime expected to be worked in the future.

Rule 11 - Holidays

Service performed on the following legal holidays (provided when any of the holidays fall on Sunday, the day observed by the nation or by proclamation, shall be considered the holiday) shall be paid for at the rate of time and one-half. Holiday time is considered all time worked on a shift commencing at or between 12:01 a.m. and 12:00 midnight of the holiday.

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve (the day before Christmas
is observed)
Christmas Day
New Year's Eve Day (the day before New Year's Day
is observed.)

NOTE: The Holiday Agreement of August 21, 1954, as subsequently amended (Appendix B), is applicable to employees covered by this agreement.

Rule 12 - Meal Period

(a) A meal period of not less than thirty (30) minutes or more than one (1) hour shall be designated by bulletin and allowed between the beginning of the fifth hour and the ending of the sixth hour after the start of the assignment, except that employees regularly assigned to work eight (8) continuous hours shall be allowed twenty (20) minutes for lunch without deduction in pay between the beginning of the fifth hour and the ending of the sixth hour after the start of the assignment.

The time and length of the meal period shall be subject to mutual agreement between officers and employees or representative directly interested. Change in assigned meal period by "mutual agreement" outlined above will not require re-bulletining of positions.

The time and length of the meal period for all employees on each shift will be the same at a point.

(b) If a meal period is not afforded at the designated time and all or any portion thereof is worked, the meal period shall be paid for at time and one-half rate; and twenty (20) minutes in which to eat shall be afforded at the first opportunity without loss of pay.

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

Rule 13 - Seniority - Establishment of

(a) Applicants for Employment - An applicant for employment will be required to fill out and execute the Carrier's application forms, and pass required physical and visual examinations, and furnish proper reference as to previous experience and ability to perform the class of work for which application is made. If application is not disapproved within sixty (60) days from commencement of service, the application will be considered as having been approved, unless it is found that false information (such information being of a nature which would have prevented the Carrier from hiring) has been given, in which event applicant will not be dismissed without an investigation. Information pertaining to an employee's previous work experience and pertinent to qualification as a journeyman will be furnished to the Local Chairman.

(b) Seniority between two or more employees employed on the same date on the same seniority roster, will be determined by the order of their respective dates of birth.

(c) Sixty (60) days service shall be proof of competency and when so established, seniority rights will begin from date employed.

(d) Seniority of employees shall be confined to the craft, class and seniority district or point at which employed.

Rule 14 - Seniority - Limits of

(a) For purpose of this Rule, "points" as herein used refers to those locations for which a separate seniority roster exists. Points as thus established may be changed only by agreement between the Carrier's Director of Labor Relations (Non-Operating) and the General Chairman.

(b) Separate seniority rosters (where applicable) shall be established and maintained for:

1. Electrician
2. Electrician Apprentices
3. Electrician Helpers

(c) Employees at each point will be governed by common seniority in their respective class.

Rule 15 - Seniority Rosters

Seniority rosters of all employees at each point showing name, employee number, title (occupation), location and seniority date will be posted in places accessible to all employees affected. Rosters will be revised and posted as of March 1 of each year, and copies thereof will be furnished the General Chairman and Local Chairman. Such rosters will be open to protest to the officer issuing such roster for a period of ninety (90) calendar days from the date of posting. Errors in employees' seniority dates whose names appear on roster for the first time will be corrected on presentation of proof. Errors not protested within the ninety-day period herein specified cannot thereafter be changed. Typographical errors can be changed at any time. Employees carried on seniority rosters who are not in active service will be designated by codes as follows:

- # Retains Seniority Under Rule 18
- * Retains Seniority Under Rule 20(b)
- ## Retains Seniority Under Rule 21
- ** Retains Seniority Under Rule 25

At points where no electrical employees are assigned, the Carrier will not be required to post seniority rosters, but will maintain such rosters on file and will provide copy upon request from the General Chairman.

Rule 16 - Exercise of Seniority

Positions coming within the scope of this agreement will be filled on the basis of seniority.

Seniority as established hereunder may be exercised by an individual employee:

1. To advertised (bulletined) positions or to fill vacancies;
2. When position is abolished;
3. When the days of assignment are changed or the hours of assignment are changed to the extent of one or more hours per day, except changes due to Daylight Savings Time; when the duties of the assignment are significantly changed; or the headquarters of the assignment is changed;
4. When returning from absence account leave of absence, sickness, disability or special assignment, to any job bulletined during his absence;
5. When displaced by a senior employee;
6. Upon reinstatement

Employee in possession of displacing rights must exercise such rights within ten (10) days after receipt of notice or forfeit such rights.

Employees exercising displacing rights hereunder are required to give at least 24 hours notice as to who they will displace in order that those displaced may in turn exercise displacement rights without loss of time.

An employee exercising his seniority under this rule if disqualified from the position selected in the first sixty (60) calendar days will not be in possession of displacement rights and will have to take whatever position is open in his line of work or displace the junior employee. Employees will be given full cooperation of department heads and others in their efforts to qualify.

When jobs are abolished for a period of six (6) months or less (not under reduction in force), men affected by such abolition will be restored to their former position upon re-establishment of jobs.

Rule 17 - Transfer to Another Craft or Class

An employee occupying a position under this agreement who transfers to another class or craft will have retention of seniority for a period of 90 days or 90 days from the date such transferred employee completes any required probationary or training period, whichever is longer. The General Chairman of the craft involved will be notified by the appropriate Transportation Company officer of any such transferred employees prior to such transfer.

Rule 18 - Promotion

Employees covered by this agreement in service will be considered for promotion to positions of supervisory foremen and mechanics-in-charge, and when vacancies occur will have preference in promotions.

When promotion involves transfer, employees so promoted will retain seniority at the point from which promoted, and will not establish seniority as an electrician at the point to which transferred.

Employees declining promotion will not lose their seniority.

Employees promoted to official, supervisory foremen or mechanic-in-charge positions will retain seniority at seniority point from which promoted.

Employees who have heretofore or are hereafter promoted to positions not coming under the scope of this agreement, or to mechanic-in-charge positions with retention of seniority under this agreement returning to service in the class from which promoted, shall return to such service subject to the following conditions:

- (a) If such return is involuntary on the individual's part, i.e., as a result of being relieved from his position or account of being displaced or his job abolished and unable to continue in service on a position to which promoted outside his craft may upon return to service under this agreement exercise displacing rights by displacing the junior employee in the class in which displacing.
- (b) If such return is voluntary on the individual's part, i.e., when he could continue in service as official, mechanic-in-charge or on other position not coming under the scope of this agreement, he shall not be in possession of displacing rights but is entitled to take an "open" position or bid on bulletined vacancies. In the event no such position is available to him, he shall be furloughed.

Employees who have been promoted with retention of current seniority under Rule 18 may bid for bulletined vacancies at any time while so promoted. If assigned to position after application, must take up service on such position within ten (10) calendar days after being assigned.

Employees who have been promoted with retention of current seniority under Rule 18 may bid for bulletined vacancies at any time while so promoted. If assigned to position after application, must take up service on such position within ten (10) calendar days after being assigned.

Rule 19 - Bulletining Positions

(a) New positions or vacancies (except those of thirty calendar days or less duration) will be promptly bulletined in agreed upon places accessible to all employees affected for a period of seven calendar days. Employees desiring such positions will file applications in duplicate with the official designated in the bulletin within the specified time, sending copy to Local Chairman. The official receiving same will acknowledge receipt of application by signing one copy and returning to employee. All positions and vacancies will be filled on the basis of seniority. A bulletin awarding the position to the successful applicant shall be posted within five calendar days. A "day" as referred to in this section means a period of twenty-four hours starting with 12:00 noon.

Bulletins will show location, title of job, brief list of principal duties, rate of pay, assigned hours, meal period, assigned day or days of rest and probable or expected duration. Such bulletins may include wording "and such other work as may be assigned."

(b) Copies of all bulletins will be furnished to General and Local Chairman.

(c) Bulletined positions pending assignment may be filled temporarily by the senior qualified employee, holding seniority at the point involved, who has filed a written request for same.

(d) New positions or vacancies of thirty calendar days or less duration shall be considered as temporary and may be filled without bulletining in manner provided for in paragraph (c) hereof. If such positions or vacancies extend or are contemplated to extend beyond thirty calendar days, they shall be bulletined as provided in paragraph (a) hereof.

(e) When more than one vacancy or new position exists at the time, employees shall have the right to bid on any or all, stating preference.

(f) If vacancies resulting from leave of absence under Rule 25 (e) or (f) are of sufficient duration to require bulletining as per provisions of this rule, the bulletin will read "pending return of regular assignee," stating purpose for which leave was granted and probable expiration date thereof.

(g) Unless application is withdrawn before bulletin closes, an employee who has applied and is assigned must accept the position.

(h) An employee awarded a bulletined position cannot bid on the position he is vacating until such position has once been filled and is again vacant and bulletined.

Rule 20 - Transfer

(a) Employees transferring at their own request from one point to another, with a view of accepting a permanent transfer, will, after sixty (60) calendar days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

(b) When forces are reduced and men are needed at other points they will, at their request, be given preference to transfer to another point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the transportation company. Seniority to govern in all cases.

(c) Employees transferring under Section (b) will establish a new seniority date at the point to which transferred until such time as their seniority entitles them to return to a position at their original point. At such time, they must return to their original point within ten (10) calendar days after date of notification forfeiting seniority at point to which transferred, or forfeit seniority at original point of employment.

Rule 21 - Force Reduction - Recall of Forces

(a) When it becomes necessary to reduce expenses, the force at any point or in any department or subdivision thereof shall be reduced in reverse order of seniority, Rule 14 to govern; the men affected to take the rate of the job on which they have placed themselves. In reducing forces, at any point, reduction shall first be made of helpers who have not established date as mechanic, then apprentices and finally mechanics.

Any employee affected under this rule will be given, in writing, five (5) working days' notice and lists will be furnished local committee.

Employees laid off will be required to leave their addresses with the AVP-Division Manager or Shop Superintendent with copy to local committee, and will be responsible for notifying them of any address change.

When forces are reduced or jobs are abolished, men affected will be given the privilege to place themselves according to their seniority. Only such men disturbed by reorganization or the abolition of jobs will be permitted to exercise their seniority under this rule.

(b) 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 (c) 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.

If worked any portion of the day under such conditions to a total of four (4) hours, a minimum of four (4) hours shall be allowed; if worked in excess of four (4) hours a minimum of eight (8) hours shall be allowed. All time under this rule shall be pro rata rate.

(c) 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.

When operations are restored after emergencies, all employees will report to pre-emergency positions at the start of the first full shift thereafter.

(d) In the restoration of forces, employees will be restored to service in accordance with their seniority within ten (10) days of notice. A certified return receipt requested letter shall be mailed to the employees' address on file and a copy to local committee which will constitute proof of notice of the employee.

An employee so notified, must return to service within ten (10) days of notice unless prevented by illness or excused by proper authority; or will forfeit their seniority.

The local committee will be furnished list of employees to be restored to service.

Rule 22 - Change in Hours of Assignment

Starting time for any shift and any agreed to change of starting time of any shift or assignment will be posted on bulletin boards with a copy to the General Chairman and local committee.

Rule 23 - Changing Shifts or Rest Days

Employees changed or transferred from one shift to another will be paid in accordance with the overtime rules for the first shift of each change. Employees working two shifts or more on the new shift will be considered transferred. This rule will not apply in cases of employees transferring at their own request or exercising their seniority rights in reduction of forces, nor when a relief job is created under paragraph (e) of Rule 2 hereof, where the assigned relief man is required to perform work on different shifts in order to have five work days included in his assignment.

Rule 24 - Requesting Time Off

Employees wishing to be absent from work must obtain leave of absence from the foreman whenever practicable to do so, and foremen will endeavor to grant leave of absence when requested.

An employee detained from work on account of sickness or from any other cause shall notify his foreman.

Employees not in the habit of reporting late will be permitted to go to work in the first quarter hour and receive pay from the time starting to work.

Rule 25 - Leave of Absence

(a) Employees assigned to railroad associations handling arbitrations, rate cases and matters of similar scope and employees accepting employment with Federal or State Regulatory Agencies dealing with transportation such as DOT (Department of Transportation) or FRA (Federal Railroad Administration) shall be granted leave of absence during period so employed and for 90 calendar days subsequent to release.

(b) Employees elected or appointed to full time official positions of the brotherhood will be granted leave of absence for the terms of their office and for 90 calendar days subsequent to end of term.

(c) An employee receiving a disability annuity under provisions of the Railroad Retirement Act will retain seniority until the employee goes on a permanent annuity.

(d) Leave of absence will be granted employees who enlist or are inducted into the Armed Forces of the United States as provided by law. Leave of absence may by agreement between the Director of Labor Relations (Non-Operating) and the General Chairman, be granted to employees for vocational and educational training where such training will be of benefit in railroad service.

(e) An employee absent from work because of sickness, personal injury or other disability to himself or an immediate member of his family shall notify his supervising officer as early as possible. Such absences for a full calendar month or more must be covered by formal leave of absence.

(f) Other than as provided in (a) through (e) of this Rule 25, when the requirements of the service will permit, employees will, on request, be granted leave of absence for a limited time, with privilege of renewal.

(g) An employee granted leave of absence under (a), (d), (e) or (f) of this Rule who engages in employment other than the employment for which leave of absence was granted while on such leave, will lose his seniority unless special provisions shall have been made by the proper official and the General Chairman representing his craft.

(h) Positions vacated by employees granted leave of absence under (a), (b), (c) or (d) shall be bulletined as permanent vacancies. Upon return to service, such individual shall be in possession of displacement rights.

Positions vacated by employees granted leave of absence under (e) or (f) shall be bulletined pending return of such individual.

(i) An employee having been granted formal leave of absence desiring to return to service prior to expiration of leave may do so providing five working days advance notice in writing is given to his supervising officer. Such information will immediately be transmitted to employees affected.

Rule 26 - Discipline

(a) Except as provided in Section (f) hereof, no employee will be disciplined or dismissed without a fair and impartial investigation. Such investigation shall be scheduled promptly and held not later than thirty (30) days from the date of occurrence, or not later than thirty (30) days from the date information concerning the alleged offense has reached his supervising officer.

(b) In the case of an employee held out of service pending investigation account serious infractions of rules, the investigation shall be held within ten (10) days from the date withheld from service (such suspension will be permitted

only in serious cases such as use of intoxicants or drugs while on duty, theft, gross insubordination, or vicious conduct). At the time held out of service the employee will be notified the reason thereof.

(c) At least five (5) days advance written notice of the investigation shall be given to the employee(s) and the appropriate local organization representative, in order that the employee(s) may arrange for representation by a duly authorized representative and for the presence of necessary witnesses desired. The employee charged and the duly authorized representatives shall have the right to be present throughout the entire hearing and shall be permitted to cross-examine all witnesses.

The notice shall specify the precise charge for which investigation is being held. Unless conditions or circumstances warrant other arrangements, efforts will be made to hold the investigation at the city where the employee(s) is headquartered. At the investigation, the employee may be represented by a duly accredited representative(s) of the Brotherhood. The hearing officer will call all witnesses necessary to develop all material facts.

(d) A decision will be rendered within fifteen (15) days following the completion of investigation, and written notice of discipline will be given the employee, with copy to the organization's local representative.

(e) The employee and the duly authorized representative shall be furnished a copy of the transcript of investigation not later than the date the decision is rendered. The employee or his representative will not be denied the right to take a stenographic or tape recording of the investigation.

(f) An employee(s) may request permission from the Division Manager to waive formal investigation in which such employee(s) is under charge and in connection with which he will accept the assessment of discipline.

Such requests will be made by the employee(s) by fully completing and signing the "Request for Waiver of Formal Investigation" form (Included in Appendix "J"). The investigation will then be waived provided the Division Manager grants said request and signs the "Request for Waiver of Formal Investigation" form. Providing such request is granted, the employee(s) will be advised of the discipline that will be assessed before he is required to sign the "Request for Waiver of Formal Investigation" form.

(g) It is understood and agreed to by the parties that:

- (1) The investigation provided for herein is not to be waived except in cases where "Request for Waiver of Formal Investigation" form is fully completed and signed by the employee(s) under charge, his representative (if desired) and the Division Manager.
- (2) This procedure is entirely voluntary on the part of the employee(s) under charge and his representative.

- (3) No mention or record of the possibility of waiver of formal investigation under this agreement will be made or cited by either party in subsequent handling of the case in the event the investigation is not waived.
- (4) A copy of the completed "Request for Waiver of Formal Investigation" will be furnished each employee under charge and his representative.
- (5) The discipline agreed to and assessed in connection with this agreement is not subject to appeal by the employee(s) or his representative.
- (6) An employee(s) or his representative may after one year from date of discipline assessed by waiver, request that a letter of nullification of discipline assessed be inserted in his service record by the Office of the Division Manager, - provided the employee(s) has no other violations of the General Regulations and Safety Rules of like nature in the one year period.

(h) If it is found that the charge(s) against the employee are not sustained or the discipline is excessive, the record shall be cleared or the discipline reduced or modified; if suspended or dismissed the employee shall be reinstated promptly with seniority rights and vacation benefits and rights unimpaired and shall be made whole for all wage loss incurred during the time period discipline is held to be improper or excessive.

(i) The provisions of Article V of the Agreement of August 21, 1954 (Time Limit Rule) shall be applicable to claims and grievances arising in discipline cases, except dismissals which may be appealed directly to the highest carrier officer.

(j) The date for holding an investigation may be postponed if mutually agreed to by the carrier and the employee(s) or his duly authorized representative, or upon reasonable notice for good and sufficient reason shown by either the carrier or the employees.

(k) If investigation is not held or decision rendered within the time limits specified herein, unless such time limits are extended by agreement or postponement, the charges against the employee shall be considered as having been dismissed, and the employee's record shall be cleared.

(l) It is understood that one member of the committee will be made "whole", i.e., no deduction will be made from his earnings account absenting himself from work during regular hours for the purpose of acting as an employee(s)' representative at a disciplinary investigation. Where the recognized practice has been for more than one committeeman (not to exceed three) to represent an employee at investigation and be made whole, such practice shall be continued.

(m) In the event the employee under charges does not desire representation, an organization representative may nevertheless attend the investigation as an "observer".

(n) An employee who is suspended or dismissed from service and is therefore awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under Health and Welfare Plan GA-23000 as if the employee had not been suspended or dismissed in the first place.

(o) The Hearing Officer(s) will not testify as a witness and his sole duty at the hearing will be to conduct the hearing in a fair and impartial manner.

(p) The posting of any document to the employee's record that might adversely affect such employee in a disciplinary hearing shall not be permitted unless such employee is furnished a copy and acknowledges receipt.

Rule 27 - Grievances

Should an employee feel he has been unjustly dealt with (on matters other than covered in Rule 26), he may make written protest to his supervising officer (the officer who issues the seniority roster). If a hearing is necessary to develop the facts, same will be granted within fifteen (15) days. If the employee is dissatisfied with the decision same may be progressed in accordance with Rule 28 - Time Limit on Claims.

The hearing and all conferences will be held during regular working hours. If stenographic report is made, a copy will be furnished to employee and representative.

If protest is sustained and compensatory features are involved, proper adjustment will be made.

Rule 28 - Time Limit On Claims

All claims or grievances shall be handled as follows:

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

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be

considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any state of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b) pertaining to appeal by the employee and decision by the carrier shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless, within nine (9) months from the date of said officer's decision, proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a System, Group or Regional Board of Adjustment that has been agreed to by the parties hereto as provided in Section 3 of the Railway Labor Act. It is understood, however, that the parties may, by agreement in any particular case, extend the nine (9) month period herein referred to.

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

(e) This Rule recognizes the right of representatives of the Organization involved to file and prosecute claims and grievances for and on behalf of the employees they represent.

(f) This Agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the company.

(g) This Rule shall not apply to requests for leniency.

Rule 29 - Leadmen

In small gangs, not more than twelve (12) employees, a position for a leadman (working electrician) may be bulletined who will participate in and direct the work of other members of the gang, and will be paid fifty (50) cents per hour over the highest rate paid mechanics he supervises.

Rule 30 - Assignment of Work

None but electricians and apprentices regularly employed as such, shall do electricians' work as per the scope and classification of work rule.

At a point where it is proved to the satisfaction of the parties to this agreement that more than two hours' work is done in any day or night shift in any one day, based on the average of one week, an electrician will be employed at that point. This does not preclude work being performed by mechanics-in-charge.

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

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

Rule 31 - Working Conditions

- (a) Sanitary drinking fountains with purified cold water will be provided.
- (b) Pits and floors, lockers, toilets and washrooms will be kept in good repair and in a clean, dry, and sanitary condition. Repair and train yards will be kept clear of rubbish and weeds.
- (c) Shops, locker rooms, and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at point in question. Locker rooms and washrooms will be properly ventilated.
- (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 apply to work in engine cabs or engine rooms, or emergency work on engines or cars set out or attached to trains.
- (e) Except for employees actually performing such work and properly protected, employees will not be assigned to jobs the performance of which exposes them to sand blasting and paint spraying.

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

(g) Electricians and apprentices will be furnished necessary competent help to handle the work. Electricians and apprentices will not be required to work with a helper who is incapable of receiving instructions in the performance of their work.

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

(i) Engines will be placed under smoke jackets in enginehouse when practicable when engines are operating.

(j) When employees are required to check in or out on their own time, they will be allowed ten minutes additional time per day.

(k) Electrical workers engaged in the handling of storage batteries and mixing acid will be provided with acid proof rubber gloves, hip boots and aprons.

(l) Trains or cars, while being inspected or worked on by train yard electricians, will be protected by blue flag by day and blue light by night which will not be removed except by electrical workers who place same.

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

(n) The Company will comply with all State, Federal and F.R.A. regulations.

Rule 32 - Physical Disqualification and Resolution of Disputes

Employees coming within the scope of this agreement will not be required to take physical examinations unless it is apparent that the employee's health or physical condition is such that an examination should be made.

If an employee should be disqualified after examination by the Company's physician and he feels that such disqualification is not warranted, the matter may be handled directly with the Director of Labor Relations (Non-Operating). If the matter is not disposed of by such handling, the following will apply:

(a) The employee involved, or his representative, will select a physician to represent him and the Company will select a physician to represent it in conducting a further physical examination. If the two physicians thus selected shall agree, the conclusions reached by them will be final.

(b) If the two physicians selected in accordance with paragraph (a) should disagree as to the physical condition of such employee, they will select a third physician, to be agreed upon by them,

who shall be a practitioner of recognized standing in the medical profession and a specialist in the disease or diseases from which the employee is alleged to be suffering. The Board of Medical Examiners thus selected will examine the employee and render a report within a reasonable time, not exceeding fifteen (15) calendar days after selection, setting forth his physical condition and their opinion as to his fitness to continue service in his regular employment, which will be accepted as final. Should the decision be adverse to the employee and it later appears that his physical condition has improved, a re-examination will be arranged after a reasonable interval, in ordinary cases a period of six months, upon request of the employee.

- (c) The Company and the employee involved will each defray the expenses of their respective physicians. The fee of the third member of the board, will be borne equally by the employee involved and the carrier. Other examination expenses such as x-ray, electrocardiographs, etc., will be borne equally by the employee involved and the Company.

If it is concluded that the disqualification was improper, the employee will be compensated for actual loss of earnings, if any, resulting from such restrictions or removal from service incident to his disqualification, and the employee shall be returned to service.

Rule 33 - Personal Injury

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

Rule 34 - Long And Faithful Service

Employees who have given long and faithful service in the employ of the company in their line of work, and who have become unable to handle heavy work will be given preference in the assignment of light work in their line as can be arranged for, or to such light work as they are able to handle.

The Rehabilitation Committee may be requested to assist in placement of employees under this rule.

Rule 35 - Preservation of Rates

An employee working one hour or more on higher rated work will receive the higher rate for the actual time worked. If used four hours or more for such higher rated work on any day, will be allowed the higher rate of pay for the entire day.

An employee coming within the scope of this Agreement temporarily promoted or assigned higher-rated work during the whole or a part of his daily assignment, will be allowed actual time worked at the higher rate of compensation, with a minimum allowance of one hour.

When temporarily assigned to a lower rated position, his rate of pay will not be reduced.

Rule 36 - Temporary Vacancies at Outlying Points

(a) Employees sent out to temporarily fill vacancies at an outlying point or shop, employees sent out on a temporary transfer to an outlying point or shop, or employees required to leave their home point to work assigned rest days of employees at other points or shops, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent; straight time rates to be paid for straight-time hours at home station and for all time, whether waiting or traveling, except rest days and holidays, when time and one-half will be paid. If, on arrival at the outlying point, there is an opportunity to go to bed for five hours or more, before starting work, time will not be allowed for such hours. The provisions of Rule 8 will apply when applicable.

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

(c) Where meals and/or lodging are not provided by the company, actual necessary expenses will be allowed.

(d) On the return trip to the home point, time for waiting or traveling will be allowed as outlined in paragraph (a) herein.

(e) This rule does not apply to employees on furlough at their home point and permitted to accept temporary employment elsewhere.

Rule 37 - Emergency Road Work

An employee regularly assigned to work at a shop, enginehouse, repair track or inspection point, when called for emergency road work away from such shop, enginehouse, repair track or inspection point, will be paid from the time ordered to leave home station, until his return for all time worked in accordance with practice at home station and will be paid straight-time rates for traveling or waiting, except rest days and holidays, which will be paid for at the rate of time and one-half. The provisions of Rule 8 will apply when applicable.

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

Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at points designated. If required to leave home station during overtime hours they will be allowed one hour preparatory time at straight-time rate.

Rule 38 - Jury Duty

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

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 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.

Rule 39 - Attending Court, Inquest, Etc.

Employees taken away from their regular assigned duties at the request of the Company to attend court or to appear as witnesses for the Company, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place and, in addition, any actual expenses while away from their headquarters. If an employee is used in such capacity beyond normal working hours, the employee will be compensated in accordance with Rule 7. Any fees or mileage accruing from the court will be assigned to the carrier.

Such service on rest day or holiday, will be paid for (including travel time) in accordance with Rule 7 as applicable.

Rule 40 - Pay Days

Employees will be paid during their regular working hours, semi-monthly, except where existing State laws provide a more desirable paying-off condition. Should the regular pay day fall on a holiday or days when the shops are closed down, payment will be made on the preceding day.

When the pay date falls on a Saturday, payday will be the preceding Friday, unless the preceding Friday is a holiday, in which case payday will be on the preceding Thursday. When the payday falls on a Sunday, payday will be the preceding Friday, unless the preceding Friday is a holiday, in which case payday will be the following Monday. When payday falls on a holiday, payday will be the preceding day except when the holiday falls on a Monday, then payday will be Tuesday.

Where there is a shortage equal to one day's pay or more in the pay of an employee, payment will be made within 48 hours therefrom. Employees leaving the service of transportation company will be furnished payment covering all time due within 48 hours (Sundays and holidays excepted).

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

Rule 41 - Private Automobiles, Use of

Employees who agree, and are authorized by the Company to use their private automobiles in the performance of their duties for the Company will be compensated therefor at the prevailing C&NWT mileage rate.

Rule 42 - Transportation

Employees covered by this agreement and their wives and dependent minor children will be given the same consideration in the granting of free transportation as is given other employees in service. —

Rule 43 - Service Letter

When requested in writing, employees leaving the service who have personal records on file with the Company, will be furnished service letters.

Rule 44 - Vacations

Vacations with pay will be granted to employees covered by this Agreement under and in accordance with the terms and provisions of the Vacation Agreement of December 17, 1941, as amended. (See Appendix "A" for synthesis of current vacation provisions.)

Rule 45 - Duly Accredited Representatives

Where the term "duly accredited representatives" appears in this agreement, it shall be understood to mean the regularly constituted committee and/or officers of the Organization party hereto.

Rule 46 - Employee Representatives - Conferences

The Transportation Company will not discriminate against any committeemen account, from time to time representing other employees, and will grant them leave of absence and free transportation when delegated to represent other employees.

All local conferences will be held during regular working hours, without loss of time to committeemen, not to exceed three men.

Rule 47 - Employee Protection

The provisions of the National Mediation Agreement (Case No. A-7030), dated September 25, 1964, as subsequently amended is attached as Appendix "D".

Rule 48 - Off-Track Vehicle Accident Benefits

The off-track Vehicle Accident Benefits provisions of the Agreement of October 7, 1971, as amended, shall be applicable to employees covered by this agreement. (See Appendix "J")

Rule 49 - Supplemental Sickness Benefits

The provisions of the Supplemental Sickness Benefits Agreement of May 9, 1973, as subsequently amended and revised, shall be applicable to employees covered by this Agreement, (not reproduced).

Rule 50 - Health and Welfare

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as subsequently amended and revised, shall be applicable to employees covered by this Agreement (not reproduced).

Rule 51 - Union Shop

The provisions of the Union Shop Agreement dated December 12, 1952, Dues Deduction and Voluntary Political Contribution Agreements shall be applicable to employees covered by this Agreement, (See Appendix "C").

Rule 52 - Personal Leave

The provisions of the National Agreement governing personal leave shall be applicable to employees covered by this Agreement (See Appendix "I").

Rule 53 - Bereavement Leave

The provisions of the National Agreement governing bereavement leave shall be applicable to employees covered by this Agreement (See Appendix "G").

Rule 54 - Posting Notices

At points or in departments where employees covered by this schedule are employed, suitable provisions will be made for posting notices of interest to the employees.

Rule 55 - Agreement - Furnishing Copies

This schedule shall be printed by the Company and employees affected thereby will be provided with a copy.

Rule 56 - Standard Forms

A standard form, of approximate size eight and one-half by eleven inches, shall be used for all bulletins, covering any new positions, vacancies, assignments, change in assigned hours and/or days, reduction in force. Copy of all bulletins shall be furnished the Local and General Chairmen. Sample standard forms referred to herein are attached as Appendix "R".

Rule 57 - Electricians Qualification

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

Rule 58 - Electricians Classification of Work

Electrical workers shall have jurisdiction over all electrical and electronic work. None but Electricians with the assistance of Electrician Apprentices and Helpers shall perform the work covered by this classification of work rule.

Electricians' work shall consist of the inspecting, testing, assembling, installing, removing, dismantling, connecting, disconnecting, repairing, rebuilding, maintaining, overhauling, adjusting, wiring, winding, banding, turning, dressing and stoning, undercutting mica, calibrating, balancing, stripping, aligning, cleaning and lubricating of all:

- (1) Electrical and electronic equipment, including the operation in connection therewith, of all steam, electric, diesel, diesel electric, gas, self-propelled units, turbo, turbo electric, and all other type locomotives and all passenger cars and equipment, mail cars, baggage cars, cabooses, refrigeration cars, heater cars, car lighting equipment, work equipment train cars, wreck cranes and equipment, outfit cars, uni-vans and electric tractors.

- (2) Electrical and electronic components and equipment in connection with all roundhouses, shops, yards, buildings, stations, power generator plants, water treatment and disposal plants, power houses, substations, warehouses, lofts, bridges, towers, including high-tension power and distribution systems, secondary power supply systems, catenary, trolley and third rail systems, and all associated electrical and electronic equipment and related electrical and electronic components and wiring on systems located throughout the railway system.
- (3) Electric motors and controls, generators, genmotors, alternators, alerters, motor generator sets, convertors, axle-driven generators and alternators, rectifiers, battery chargers, brackets, armatures, commutators, and slip rings, rotors, stators, fields and pole pieces, brush and brush riggings, impregnation equipment, magnet coils and valves, starting compensators, circuit breakers, electrical switches, switchboards, disconnects, contactors, relays, reversers, transformers, resistors, dynamic grids, rheostats, regulators, vibrators, electric and electronic controls and current carrying devices, electrical generating systems including, but not limited to solar or thermal systems (except solar, when used within a signal system), control panels, overload protection and detection devices, electric insulators and insulation, all types of electric lighting (including lighting fixtures), electric tools, electric heaters, air conditioners, water coolers, ice machines, conduit, pipes, molding, trunking and other type of casings, used to house electrical wiring or cables, electric hot box detectors, electric brake and anti-wheel slip devices, electric speed indicators and recorders, printed circuit boards in passenger cars and locomotives, meter loops and/or feeder lines from meter, alarm systems, electric windshield wipers and defrosters on locomotives, electrical cabinets, boxes and covers, tubes, diodes, distributors, compensators, lightening arrestors, fuses and fuse boxes, all electric or electronic wiring and cables (including cable splicing), electric vaults and ducts.

Electricians will repair and rebuild, maintain all electric power lines, both primary and secondary, and install poles and supports for wires and cables, all transformers, transformer banks and structures, replace and maintain all floodlight towers, including installing and replacing all flood lights, yard lights, installation of all conduit, ducts, pipes, trunking, molding and other types of casings used to house electrical wires or cables, automatic train and locomotive speed control systems and equipment on the locomotive, and rear-end marking devices.

Electricians will maintain all other electrical and electronic testing equipment such as volt-OHM meters (AC and DC) vacuum tube volt meters, digital frequency counters, hydrometers, meggers and other high potential ground and fault locator equipment, local control test sets and power supply units.

Electricians will operate electric power distribution and switching equipment, electric coupling and circuit breaker equipment.

Operators of electric cranes in shops, including the cleaning and lubricating of cranes.

Electricians will operate tools, motor vehicles, hole digging equipment, pole setting and tower construction equipment, trenching and cable laying equipment in connection with electricians' work, when such equipment is assigned to electricians.

Electricians shall perform all drilling, tapping, cutting, welding, fusing, brazing, soldering, tinning, leading, metalizing, bonding, and burning of metals with such oxyacetylene, electric, thermit, heli-arc, tungsten inert gas or any other processes or methods used on work generally recognized as electrical workers' work.

Electricians will perform all other work generally recognized as electrical workers work at any location on the system, the practice at the facility or point to govern.

Rule 59 - Electrician Helpers' Work

Electrical worker helpers' work shall consist of helping electrical workers and apprentices.

Rule 60 - Repair Track Switches - Locked

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

Rule 61 - Blue Flag Protection

Trains, cabooses, cars or locomotives while being inspected or worked on by electrical workers outside of shops will be protected by blue flag by day and blue light by night and special locks, which will not be removed except by men who place same.

Rule 62 - Material, Tools - Furnished by Company

Tools and materials necessary for the performance of electrical workers work will be furnished by the carrier.

Rule 63 - Inspection Road Work

When necessary to repair or inspect locomotive or cars on the road or away from the shops because of electrical problems, electrician, will be sent out to perform such work.

Rule 64 - Dead Work

Dead work means all work on locomotives held for heavy repairs that cannot ordinarily be completed within twenty-four (24) hours (Saturdays and Sundays excepted) by the regularly assigned enginehouse running repair forces. Twenty-four hours will be computed from the time repairs are started by any craft.

Rule 65 - Electricians Differential

Autogenous welders, armature winders and, electricians performing federal inspections shall receive 6¢ per hour above the minimum rate paid electricians at the point employed.

RULES APPLICABLE TO MAINTENANCE, ELECTRICAL ENGINEERING, COMMUNICATIONS AND SIGNAL DEPARTMENTS

Rule 66 - Beginning and Ending of Day

An employee's time will begin and end at a designated point, except those employees who are assigned to traveling crews whose time will begin at their place of lodging.

Rule 67 - Rules Applicable

Except as provided in Rules 66 to 79, inclusive, rules in this Agreement will govern so far as applicable. All matters will be handled through the channels of each department in conformity with Rules 27 and 28.

Rule 68 - Working Conditions

Starting time of work, meal and lunch periods shall be regular and consistent with the requirements of the service, except that no assigned hours will be designated for employees performing intermittent service, requiring them to work, wait or travel, as regulated by train service and the character of their work, and where hours cannot be definitely regulated.

Rule 69 - Seniority

The seniority rights of employees specified herein will be maintained. The seniority lists will be open to inspection and copies furnished the Committee.

Rule 70 - Regularly Assigned to Road Work - Hourly Basis

Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (aborting car to be considered a home station), shall be paid continuous time from time of leaving home station until the time they return, whether working, waiting, or traveling, exclusive of meal period, as follows: straight time rate for all hours traveling and waiting on assigned work days. Time and one-half rate for all hours traveling and waiting on rest days and holidays. Straight time rate for work during regular hours and

overtime rate for work performed during overtime hours. The provisions of Rule 8 will apply when applicable. If relieved from duty and permitted to go to bed for five hours or more they will not be allowed pay for such hours. Where meals and lodging are not provided by the Carrier when away from home station, actual necessary expenses will be allowed.

The starting time shall not be earlier than 6:00 A.M. nor later than 8:00 A.M. Where two or more shifts are worked, the starting time will be regulated accordingly.

Where employees are required to use boarding cars the railroad company will furnish sanitary cars and equip them for cooking, heating and lodging; the present practice of furnishing cooks and equipment, and maintaining and operating the cars, shall be continued.

Exception: In case where the schedule of trains interferes with the starting time, an agreement may be entered into by the superintendent of the department affected and a representative of the Organization.

Rule 71 - Road Work - Monthly Basis

Monthly rates paid employees regularly assigned to road work represent a comprehended monthly hourage of 232.7 hours; no overtime is allowed for time worked in excess of eight hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

These employees shall be assigned one regular rest day per week, Sunday, if possible. Overtime rules applicable to other employees coming within the scope of this Agreement shall apply to service performed on such assigned rest day. On the sixth day of the work week, employees will not be required to perform ordinary maintenance or construction work not heretofore required on Sundays and on holidays. Straight time hourly rate of these monthly rated employees shall be determined by dividing the monthly rate by 232.7.

The regularly assigned roadmen under the provision of this Rule may be used when at home point, to perform shop work in connection with the work of their regular assignments.

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

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

Rule 72 - Change of Headquarters

In the event the headquarters of a position is relocated, the incumbent may have the option of staying on the job or exercising displacement rights in accordance with Rule 16 of the schedule agreement.

SPECIAL RULES APPLICABLE TO THE ELECTRICAL ENGINEERING DEPARTMENT

Rule 73 - Leading Mechanics - Electrical Engineering Department

A mechanic may be assigned to work with and direct the work of one or more electricians with or without their helpers and will receive the differential while so assigned. He shall be classified as a lead mechanic in the Electrical Engineering Department.

Rule 74 - Traveling Mechanic - Electrical Engineering Department

An electrician who is qualified in electrical maintenance and construction of light and power work and who can carry same to a successful conclusion with or without drawings shall be classified as a traveling mechanic in the Electrical Engineering Department.

SPECIAL RULES APPLICABLE TO THE COMMUNICATIONS DEPARTMENT

Rule 75 - Classification of Work

Communications Department electricians shall have exclusive jurisdiction over all communications work as defined herein. None but Communication Workers shall perform the work covered by this classification of work rule.

Communications work shall consist of all installation, inspection, testing, calibrating, wiring, lubricating, assembling, revising, relocating, removing, dismantling, connecting, disconnecting, repairing, rebuilding, maintaining, cleaning, adjustment of all:

(a) Dispatcher communication and radio control systems, including wayside and office telephones, fixed radio base station equipment, antenna and waveguide, selectors, transducers, communication consoles, and hot box detectors.

(b) Dial telephone systems, including dial switching equipment and associated telephone instruments, wiring, cabling and cable terminal equipment, diagnostic and data collection systems, but excluding telephone receptacles, wiring and instruments on railroad rolling stock.

(c) Intercom and public address systems, including consoles, and associated terminals and wiring, except on railroad rolling stock.

(d) Fixed-location telemetry instrumentation, such as fuel gauging systems, electronic scale instrumentation beyond the transducer and hot box detector systems.

(e) Voice recorder systems associated with crew caller functions and train dispatcher systems.

(f) Closed-circuit television cameras and transmission systems including cabling and associated video recorders and monitors.

(g) Optical fiber transmission systems including optical fiber cables.

(h) Microwave and multiplex equipment, including order wires, alarm systems and waveguide pressurization equipment; electronic card modules and printed circuit boards, test equipment meters.

(i) Data circuitry installed by Communications Department between interface demarcation points.

(j) Communications battery eliminators, battery chargers and associated battery at fixed locations required primarily to support one or more types of communications systems.

(k) Communications pole lines and wires and appurtenances thereto, communications cables and terminals, communications underground duct systems, as well as associated service drops and electromagnetic interference protection devices.

(l) Radio transreceiver and control head modules or portable radios operated by Company personnel under licenses granted by the Private Radio Bureau of the Federal Communications Commission but excluding the mounting racks, antennas, and antenna and battery cables installed on railroad rolling stock.

(m) Communication Workers will perform all fusing, brazing, soldering, tinning, leading, metalizing, bonding, or any other processes used on work generally recognized as Communications Workers' work.

The following items, when assigned to Communications Workers for the performance of communications work, will be operated by them:

Motor vehicles, motor cars, hole diggers, pole setters, trenchers, brush cutters, chain saws, tree trimmers, pole climbing tools and equipment, and special tools, test instruments and equipment.

Communication Workers will perform all other work generally recognized as Communication Workers' work at any location on the system, the practice at the point or facility to govern. If work generally recognized as Communications Workers' work is omitted from this Agreement, it is not an admission that such work is not generally recognized as Communications Workers' work.

Rule 76 - Linemen - Communications Department

A lineman electrician who is qualified to install, inspect, repair or maintain inside wiring, switchboards, rheostats, motor generators or other signaling line utilization equipment, splice lead-sheathed cable, or do any other work upon signaling lines that is generally recognized as electricians' work shall be classified as a Communications Lineman.

An electrician stationed at a designated headquarters, who is qualified both as electrician and lineman, and who, subordinate to the foreman of a district, has charge of and is responsible for the repairs and maintenance of line and equipment in a more or less definitely limited subdivision, or subdivisions of the foreman's district shall be classified as a station lineman.

NOTE: A station lineman works upon ordinary repairs and maintenance in any part of the foreman's district, but under ordinary circumstances remains upon the subdivision or subdivisions maintained from his headquarters. He is available in emergencies upon other districts.

Rule 77 - Construction Lineman - Communications Department

Any electrical worker who can skillfully use the tools and apparatus, assemble the materials and builds the type of signaling pole lines in charge of the Communications Department (in accordance with the standards thereof) and do the well-furnished work of the craft as mentioned above shall be classified as a construction lineman.

Rule 78 - Composite Service - Classification Signal Department

Signal maintainers, who for 50% or more their time perform work as defined in Rules 58 and 75 shall be classified as electrical workers.

Rule 79 - Jurisdiction

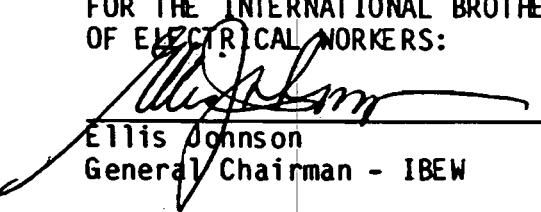
It is the intent of this agreement to preserve pre-existing rights accruing to employees covered by this agreement as they existed under similar rules in effect on the Chicago and North Western Transportation Company prior to the date of this agreement and shall not operate to extend jurisdiction to work covered by agreement or practice between another organization and the Chicago and North Western Transportation Company. If work generally recognized as electrician's work is omitted from this agreement, it is not an admission that such work is not generally recognized as electricians work.

Rule 80 - Date Effective and Changes

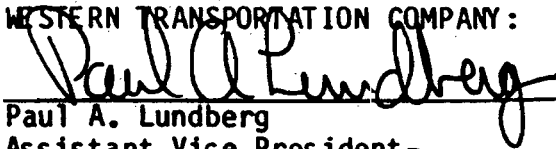
This agreement is effective December 1, 1985 and shall supersede the existing schedule rules agreement between the C&NWT and IBEW effective July 1, 1921, shall continue in effect until changed as provided herein or in accordance with the Railway Labor Act, as amended. All other rules, agreements, practices and understandings in effect not in conflict with, nor specifically amended or cancelled by this Agreement will remain in effect until changed in accordance with the Railway Labor Act.

Signed at Chicago, Illinois this 10th day of October, 1985.

FOR THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS:


Ellis Johnson
General Chairman - IBEW

FOR THE CHICAGO AND NORTH
WESTERN TRANSPORTATION COMPANY:


Paul A. Lundberg
Assistant Vice President-
Labor Relations
(Non-Operating)

1r/p3-1(14)

APPENDIX "A"

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, January 28, 1975, December 6, 1978 and December 7, 1981 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 interpretation or application of any provision, the terms of the appropriate vacation agreement shall govern.

1. (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1973, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of ten (10) of such years, not necessarily consecutive.

- (d) Effective with the calendar year 1973, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.
- (e) Effective with the calendar years 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, whos rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.
- (g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General

Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

- (h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.
- (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.
- (j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he

had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.
- (l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

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

2. (Not applicable to the employees covered by this agreement.)

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

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

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

Such Section 3 is further amended, effective January 1, 1973, to change the references to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.

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

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 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 12-17-41 Agreement)

5. Each employee who is entitled to vacation shall take same at the time assigned, and, while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (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 12-17-41 Agreement)

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

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

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

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

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

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:
 - (a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
 - (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 a 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 12-17-41 Agreement)

- 8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

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

- 10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee,

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

- (b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five 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 12-17-41 Agreement)

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

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

- 12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the 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 12-17-41 Agreement)

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

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

- 14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall

be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

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

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

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (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 Article III-Vacations-Section 2 of Agreements of 10-7-71, 2-11-72 and 5-12-72)

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 I-Vacations-Section 6 of
8-21-54 Agreement)

APPENDIX "B"

NONOPERATING (SHOP CRAFTS) NATIONAL HOLIDAY PROVISIONS (Effective 1/1/73)

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 the National Agreements of August 19, 1960, November 21, 1964, February 4, 1965, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, January 28, 1975 and December 7, 1981, 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 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:

(Article II - Holidays Section 1(a) and 2(a), Agreements of 10-7-71, 2-11-72 and 5-12-72 and Article IV - Holiday Agreement of 12/7/81):

New Years Day
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas
New Years Eve Day

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be

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

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

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

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

(Article II-Holidays-Section 1, 9-2-69 Agreement)

Section 2(a).

Monthly rates, the hourly rates of which are

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

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

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.

(Article II-Holidays-Section 2(a) and
2(b) of 8-21-54 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.

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.

(Article II-Holidays-Sections 1(d) and 2(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 3.

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

- (1) Compensation for service paid by the carrier is credited; or
- (1i) Such employee is available for service.

Note: "Available" as used in subsection (11) 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 purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

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

(Article II-Holidays - Section 2, 9-2-69 Agreement)

Section 4.

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

(Article II-Holidays-Sections 1(b) and 2(c), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 5:

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

(Article II-Holidays-Section 2(b), Agreements of 10-7-71, 2-11-72 and 5-12-72)

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

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

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

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

(Article II-Holidays-Section 1(c), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 6.

(Eliminated by Article II-Holidays-Section 1(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 7.

When any of the nine 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.

(Article II-Holidays-Sections 1(e) and (c). Agreements of 10-7-71, 2-11-72 and 5-12-72)

AGREEMENT

This Agreement made this 29th day of August, 1952, by and between the participating carriers listed in Exhibit A, attached hereto and hereby made a part hereof, and represented by the Eastern Carriers' Conference Committee, and the employes shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

In accordance with and subject to the terms and conditions hereinafter set forth, all employes of the carriers 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 employes after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.

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

Section 3.

(a) Employes 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 employes 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.

Section 3 - continued-

(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 organizational unit.

Section 5

(a) Each employee covered by the provisions of this agreement shall be considered by a carrier to have met the requirements of the agreement unless and until such carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the individual railroad and the organizations involved and the form shall make provision for

Section 5(a) - continued

specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe 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 employe 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 employe 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 employe 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 employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision is that the employe 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.

Section 5(b) - continued -

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.

Section 5 - continued -

(d) The time periods specified in this section may be extended in individual cases by written agreement between the carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between a carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

Section 6

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall

Section 7 - continued -

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 carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or 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 carriers party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate; Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

Section 10 - continued -

(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 September 15, 1952, and is in full and final settlement of notices served upon the carriers by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of each carrier party hereto and those employees represented by each organization on each of said carriers as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

MEMORANDUM OF AGREEMENT

This agreement made this 13th day of December, 1952, between the Chicago and North Western Railway Company and the employees thereof represented by the railway labor organizations signatory hereto, witnesseth:

In full and final settlement of disputes arising from the Union Stop and Check-Off notices served upon the carrier by the organizations on or about February 5, 1951, it is hereby agreed that the parties hereto accept and will apply as an agreement between them the terms of the Agreement made at Washington, D. C., on August 29, 1952, between the carriers represented by the Eastern Carriers' Conference Committee and the Employees thereof represented by the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, except that the effective date shall be January 1, 1953,

For the Chicago and North
Western Railway Company:

A. Weighend
Vice President in Charge
of Personnel

For the Participating Organizations:

EMPLOYEES' NATIONAL CONFERENCE COMMITTEE

G. E. Loughry, Chairman

Railway Employees' Department, A.F. of L.

Michael Fors,
President

International Association of Machinists

Earl Meltzer
General Vice President

International Brotherhood of Boiler-
makers, Iron Ship Builders & Helpers
of America

Chas. Mac Gowan
International President

International Brotherhood of Black-
smiths, Drop Forgers and Helpers

John Pelkofsky
General President

Sheet Metal Workers' International Assoc.

C. D. Bruns
General Vice President

International Brotherhood of Electrical
Workers

J. J. Tuffy
International Vice President

Brotherhood of Railway Carmen of America

Armin Barney
General President

**SYNTHESIS
of
SHOP CRAFTS
September 25, 1964
Agreement**

Printed September 1, 1977

**SYNTHESIS
OF
AGREEMENT
DATED SEPTEMBER 25, 1964
between
CARRIERS REPRESENTED BY THE
NATIONAL RAILWAY LABOR CONFERENCE
and
EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES
and
EMPLOYEES OF SUCH CARRIERS
REPRESENTED BY THE ORGANIZATIONS COMPRISING THE
RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO
as
SUPPLEMENTED AND/OR AMENDED**

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964 National Agreement as supplemented and/or amended in accordance with the provisions of the Memorandum of Agreement dated January 7, 1965, the Memorandum of Agreement dated May 31, 1974 and the Shop Crafts National Agreement dated December 4, 1975 (effective January 12, 1976), along with letter of understanding dated May 10, 1973 and two letters of understanding dated December 4, 1975 in connection therewith. The amendments are indicated 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 interpretation or application of any provision, the terms of the appropriate agreement shall govern.

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

Section 1 -

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

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

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

Section 2 -

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

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;

- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

Section 3 -

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

Section 4 -

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairman 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 any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6 -

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

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

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

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organisation 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 on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

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

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

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

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

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

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

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

Section 7 -

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

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

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

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

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

Section 8 -

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

Section 9 -

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

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

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

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

Section 10 -

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

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

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

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

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

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

Section 11 -

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

Section 12 -

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

(Entire ARTICLE I - EMPLOYEE PROTECTION - from
September 25, 1964 Agreement)

ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article 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 - Applicable Criteria -

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time

of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier has been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

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 II - SUBCONTRACTING - Preamble and Section 1 from
ARTICLE V - Part A. of December 4, 1975 Agreement)

Section 2 - Advance Notice - Submission of Data - Conference -

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

Section 3 - Request for Information When No Advance Notice Given -

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Section 4 - Machinery for Resolving Disputes -

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

(Sections 2, 3 and 4 of ARTICLE II - SUBCONTRACTING from
September 25, 1964 Agreement)

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.

(Entire ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS -
from September 25, 1964 Agreement)

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.

(Entire ARTICLE IV - OUTLYING POINTS - from
September 25, 1964 Agreement)

ARTICLE V - COUPLING, INSPECTION AND TESTING

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

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

(ARTICLE V - COUPLING, INSPECTION AND TESTING - Paragraphs (a) and (b) - from September 25, 1964 Agreement)

(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.

(Paragraphs (c), (d), (e), (f) and (g) of ARTICLE V - COUPLING, INSPECTION AND TESTING - from ARTICLE VI - of December 4, 1975 Agreement)

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 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.

(ARTICLE VI - RESOLUTION OF DISPUTES - Section 1 from
ARTICLE VIII - of December 4, 1975 Agreement)

Section 2 - Consist of Board -

Whereas, Article VI of the September 25, 1964 Agreement provides for the resolution of disputes arising under Articles I and II of said Agreement and Section 2 of Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes. Under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carriers party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

Whereas, in November of 1964 following an exchange of letters it was further agreed by the parties to the Agreement to modify the terms of Section 2 of Article VI by providing that instead of two members each party would appoint three members with the understanding that in any function, two of the three members thus appointed would serve; and

Whereas, during each of these transactions for composing the partisan members of the Board and thereafter up until June and July of 1973 the organizations party to the September 1964 Agreement were all members of the Railway Employees' Department, AFL-CIO; and

Whereas, on June 14 and July 1, 1973, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association respectively disaffiliated from the Railway Employees' Department, AFL-CIO, as a result of which a dispute has arisen between the said disaffiliates and the other four organizations party to the Agreement concerning the appointment of the organization members of the Board and handling of cases under Article VI involving employees of the disaffiliates; and

Whereas, the organizations party to the Agreement have conferred and agreed upon a procedure for resolving said dispute which is acceptable to the carriers party to the Agreement;

NOW, THEREFORE, it is agreed that effective May 31, 1974, appointment and functioning of partisan members of the Board under Section 2 of Article VI shall be as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Two of the six persons designated to represent the organizations party to the Agreement shall be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members shall be appointed on behalf of the other four organizations party to the Agreement by the Railway Employees' Department, AFL-CIO.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the

carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by the International Association of Machinists and Aerospace Workers, the appointee of that organization shall sit and function as a member of the Board; fourth, that in any dispute involving employees represented by the Sheet Metal Workers International Association, the appointee of that organization shall sit and function as a member of the Board, and fifth, that in any dispute involving employees represented by an organization which is affiliated with the Railway Employees' Department, AFL-CIO, at least one of the appointees of the Department shall sit and function as a member of the Board.

(Section 2 of ARTICLE VI - RESOLUTION OF DISPUTES - from
MEMORANDUM OF AGREEMENT dated May 31, 1974)

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.

(Sections 3, 4, 5, 6, 7, 8 and 9 of ARTICLE VI - RESOLUTION OF DISPUTES - from September 25, 1964 Agreement)

Section 10 - Time Limits for Submission -

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 10 of ARTICLE VI - RESOLUTION OF DISPUTES - from ARTICLE VIII - of December 4, 1975 Agreement)

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 -

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

(Sections 11, 12, 13 and 14(a) of ARTICLE VI - RESOLUTION OF DISPUTES -
from September 25, 1964 Agreement)

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

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

(Section 14(b) of ARTICLE VI - RESOLUTION OF DISPUTES - from
ARTICLE V - Part B. of December 4, 1975 Agreement)

Section 15 - Final and Binding Character -

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

(Section 15 of ARTICLE VI - RESOLUTION OF DISPUTES - from
ARTICLE VIII - of December 4, 1975 Agreement)

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.

(Sections 16, 17, 18 and 19 of ARTICLE VI - RESOLUTION OF DISPUTES -
from September 25, 1964 Agreement)

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

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

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the

interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

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

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

(From MEMORANDUM OF UNDERSTANDING
dated January 7, 1965)

ARTICLE VII - EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about November 5, 1962, and Articles II, III and IV of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. This agreement shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

(Entire ARTICLE VII - EFFECT OF THIS AGREEMENT - from
September 25, 1964 Agreement)

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.

(The remaining sentence of ARTICLE VIII - EFFECTIVE DATE - of the September 25, 1964 Agreement as well as the provisions of ARTICLE IX - GENERAL PROVISIONS - Section 2 - Effect of this Agreement - of the December 4, 1975 Agreement dealing with the existing moratoria, have been omitted.)

ARTICLE IX - COURT APPROVAL

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

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

(SIGNATURES OMITTED)

APPENDIX "E"

(From National Agreement of December 4, 1975)

ARTICLE IV -- EMPLOYEE INFORMATION

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

APPENDIX "F"

MEMORANDUM AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY
AND
SYSTEM FEDERATION NO. 12
RAILWAY EMPLOYEES' DEPARTMENT. A.F. OF L.
MECHANICAL SECTION NO. 1 THEREOF,
SUPPLEMENTING AGREEMENT OF JUNE 28, 1921,
COVERING UNDERSTANDING IN RESPECT TO APPLICATION
OF RULE 29, FEDERATED CRAFTS' AGREEMENT

* * * * *

It is hereby agreed that agreement of June 28, 1921, covering understandings in respect to rule 29, federated crafts' agreement, is modified or revised, effective June 1, 1939, to provide:

1. At a point where there are not to exceed five mechanics employed, one mechanic on a shift may be classified as mechanic-in-charge and compensated at a monthly rate to cover service performed.

2. On a shift where but one mechanic, classified as mechanic-in-charge is employed, he will be permitted to do any and all mechanics work.

3. At a point where service requirements necessitate the employment of a mechanic in addition to the mechanic-in-charge, a machinist will be employed, both of whom will be permitted to do any and all mechanics work.

4. On a shift or at a point where service requirements necessitate employment of two mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, a machinist and then a boilermaker will be employed, all of whom will be permitted to do any and all mechanics work. The total mechanics employed at the point shall not exceed five.

5. On a shift or at a point where service requirements necessitate employment of three mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, the third mechanic will be of a class determined by agreement between the railway company officers and General Committee, System Federation No. 12. The mechanics and mechanics-in-charge will be permitted to do any and all mechanics work.

6. On a shift where service requirements necessitate employment of four mechanics in addition to the mechanic-in-charge, consideration will be given to the employment of a sheet metal worker. The four mechanics and the mechanic-in-charge will be permitted to do any and all mechanics work.

7. In filling positions of mechanics-in-charge, senior mechanics at the point will be given preferred consideration.

The above agreement will remain in full force and effect until changed by agreement between the Officer in Charge of Personnel and General Committee, System Federation No. 12, Railway Employees' Department, A. F. of L., or until thirty days' notice in writing shall have been served by the party desiring the change on the other party thereto.

FOR THE EMPLOYES:

FOR THE RAILWAY COMPANY:

/s/ R. C. GAETH
Gen. Chairman, System
Federation No. 12.

/s/ M. E. PANGLE
Assistant to President

Chicago, Ill. - May 23, 1939.

1r/p1-3

APPENDIX "G"

(Article V - National Agreement of December 6, 1978)

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."

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

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

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

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

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

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

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

A-3: A maximum of two days.

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

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

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

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

"APPENDIX "H"

August 28, 1951

File 75-18-770

Mr. E. M. Church
5701 West Madison St.
Chicago 44, Illinois

Dear Sir:

With further reference to question of employee changing from their regularly assigned work week position to another assignment for purpose of vacation relief work, last referred to in your letter of August 1, 1951, and discussed with you and committee in conference August 23, 1951:

We are agreeable to the following understandings in respect to the matter:

1. Employee will not be required to work 16 hours in a payroll day when used for vacation relief purposes. For example - Employee "A" assigned to first shift 8:00 A.M. to 4:00 P.M. is used as a vacation relief worker on second shift to relieve Employee "B" 4:00 P.M. to 12:00 midnight. Employee "A" will be notified in advance that he will be used to relieve Employee "B" on the second shift and not to report for service on his regular assignment on first shift on first day such relief service is performed.
2. Employees used for vacation relief purposes will take over work days and rest days of the vacationing employee and will not return to his regular position until the full cycle of work days and rest days have been fulfilled. For example - Employee "A" assigned to first shift 8:00 A.M. to 4:00 P.M. Monday through Friday, with Saturday and Sunday as rest days,

is required to relieve Employee "B" assigned on the second shift from 4:00 P.M. to 12:00 midnight Wednesday through Sunday, with Monday and Tuesday as rest days. Employee "A" will be notified on Tuesday to come in on Wednesday to take Employee "B's" work week on the 4:00 P.M. to 12:00 midnight shift, working that shift through Sunday night, thereby working 7 straight-time days. Employee "A" would then take the rest days assigned to Employee "B's" position (Monday and Tuesday) and then work 5 more days on that position (if Employee "B" was on a 10-day vacation) and again take Monday and Tuesday as rest days, returning to his regular assignment on Wednesday working 3 days after which he would take two more rest days assigned to that position (Saturday and Sunday). Employee "A", under this example, would work 7 days the first week, 5 days the second week and 3 days the third week, or a total of 15 days at straight-time rate over a period of 3 weeks.

I would be pleased to have you advise your concurrence.

Yours truly,

/s/ E. F. Stephens

APPENDIX "I"

ARTICLE X - PERSONAL LEAVE

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

Section 2

- (a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.
- (b) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.
- (c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Section 3

This Article shall become effective on January 1, 1982 except on such carriers where the organization representative may elect to preserve existing local rules or practices pertaining to personal leave days and so notifies the authorized carrier representative on or before such effective date.

APPENDIX "J"

(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, 1972.

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

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971,

(employee or personal representative)
agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

Savings Clause

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

(4) Aggregate Limit -

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

(c) Payment in Case of Accidental Death:

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

(d) Exclusions:

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

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

(1) Accidental Death or Dismemberment

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

Loss of Life	\$100,000
Loss of Both Hands	100,000
Loss of Both Feet	100,000
Loss of Sight of Both Eyes	100,000
Loss of One Hand and One Foot	100,000
Loss of One Hand and Sight of One Eye	100,000
Loss of One Foot and Sight of One Eye	100,000
Loss of One Hand or One Foot or Sight of One Eye	50,000

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

Not more than \$100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

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

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the eight holidays enumerated above, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Such Section 3 is further amended, effective January 1, 1973, to change the references to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.

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:

APPENDIX K

Rates of Pay

These rates are in effect as of January 1, 1985.

Electrician Helper	11.69 per hour
Electrician	13.26 per hour
Electrician - Federal Inspector	13.32 per hour
Equipment Installer Trainee	12.65 per hour
	13.02 per hour
	13.37 per hour
	13.65 per hour
Equipment Installer Electrician	13.86 per hour
Construction Linemen	13.06 per hour
Lineman Electrician	3025.29 per month
Traveling Mechanical Electrician	3038.82 per month
Leader Electrician	13.38 per hour

APPENDIX "L"

**MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH
WESTERN TRANSPORTATION COMPANY AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS COVERING REVISION
OF THE JUNE 1, 1954 AGREEMENT IN RESPECT TO EMPLOYMENT
OF ELECTRICIAN HELPER APPRENTICES
IN THE COMMUNICATION DEPARTMENT**

* * * * *

It is hereby mutually agreed between the Chicago and North Western Transportation Company and the International Brotherhood of Electrical Workers that the following will govern in the employment of electrician helper apprentices in the Communications Department, effective December 1, 1974:

1. An employe hired as a helper apprentice shall be placed on the helpers' seniority roster as of the date employed and shall continue to accumulate helper seniority until apprenticeship is completed and he is assigned to position of lineman.
2. If during the first 90 days of compensated service as a helper apprentice, an employe fails to demonstrate sufficient aptitude and progress to learn the trade, he will not be retained in service and any seniority theretofore gained will be terminated.
3. During the training period helper apprentices in the Communication Department will work under the direction of electricians, equipment installer-electricians, or linemen, all under direction of a supervisor and will actually participate in and obtain experience in installing, repairing and maintaining Communication Department apparatus. Helper apprentices will not be worked together without proper guidance and direction.
4. There is hereby established a training period consisting of four six month periods of compensated service and increase in rate of pay at the completion of each period, as follows:

1st 6 months of compensated service	\$4.69	per hour
2nd " " " "	\$4.91	" "
3rd " " " "	\$5.14	" "
4th " " " "	\$5.37	" "

- 2 -

5. When helper apprentices complete their training and there are vacancies in linemen's positions they will be offered and must accept such vacancies. They will establish seniority date as line-man as of date service is first performed as such. When helper apprentices complete their training and there are no vacancies in linemen's positions at that time they will continue in service as helper apprentice at the fourth period helper apprentice rate.

CHICAGO, ILLINOIS this 12th day of December, 1974.

FOR THE INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS:

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY:

/s/ J. L. Webber
General Chairman

/s/ W. J. Fremon
Director of Labor Relations
(Non-Operating)

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APPENDIX "M"

REVISION OF MEMORANDUM AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
IN RESPECT TO ESTABLISHING A MONTHLY RATE OF PAY
FOR LEADER LINEMEN TO COVER ALL SERVICE PERFORMED

It is agreed between the parties signatory hereto that experienced incumbents of leader linemen positions will be compensated at a monthly rate of \$1887.58, which monthly rate will cover all services performed Monday through Friday and the comprehended monthly hours for these positions will be 201.3 hours.

It is agreed between the parties signatory hereto that inexperienced incumbents of leader linemen positions will be compensated at a monthly rate of \$1833.84 for a period of six months subsequent to becoming the incumbent of a leader lineman position, which monthly rate will cover all services performed Monday through Friday and the comprehended monthly hours for these positions will be 201.3 hours. If fitness and ability has not been demonstrated within the six month probationary period, applicant will revert to his former position. If determined qualified at the end of the probation period, applicant will become a leader lineman at the full rate. The Carrier will be the sole judge of qualifications, but applicant will not be disqualified without prior conference with the General Chairman.

Regardless of the phrase "all services performed" in the above two paragraphs, where the incumbents of such positions are required to remain on duty outside of regular working hours for the purpose of actually supervising due to the men supervised being required to work beyond regular working hours they will be entitled to rate of time and one-half on a minute basis. —

It is further agreed that any emergency or "call" service performed by an employee on his assigned rest day or days will be paid for at the overtime rate with a minimum of 4 hours at straight time rate for 2 hours and 40 minutes service or less.

In all cases other than those specified in the preceding paragraph, service rendered by an employee on his assigned rest day or days will be paid for at the overtime rate with a minimum of eight (8) hours.

This Memorandum Agreement shall be effective September 2, 1979, shall superseded the Memorandum Agreement effective November 1, 1970, and shall remain in effect until changed or amended in accordance with the provisions of the Railway Labor Act.

FOR THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS:

/s/ J. L. Webber
General Chairman

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY:

/s/ W. J. Fremon
Director of Labor Relations
(Non-Operating)

Chicago, Illinois
August 31, 1979

MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
COVERING
THE EMPLOYMENT OF LINEMAN-ELECTRICIANS
IN THE COMMUNICATIONS DEPARTMENT

* * * * *

It is hereby mutually agreed between the Chicago and North Western Transportation Company and the International Brotherhood of Electrical Workers that the following will govern in the employment of lineman-electrician trainees in the Communication Department, effective June 1, 1978.

1. Applications for lineman-electrician trainees in the Communications Department shall be made to the Director of Communications, with copy to the General Chairman. Selection shall be made in conjunction with authorized representatives. Such applicants shall have two years' service as a Communication Department lineman for the railway company at time application is made.
2. If, within the first 130 days of compensated service, a trainee does not show sufficient aptitude to learn the work he will not be retained as a lineman-electrician trainee, but will be set back to his former status as a lineman without loss of seniority.
3. During the training period, lineman-electrician trainees in the Communications Department will work under the direction of lineman electricians or equipment installer-electricians, all under direction of a supervisor and will actually participate in and obtain experience in installing, repairing and maintaining Communication Department facilities.

4. There is hereby established a training period consisting of four periods of 130 days of compensated service and increase in rate of pay at the completion of each such period as follows:

	Basic Rate
1st 130 days of compensated service	\$1,562.32 mo.
2nd " " " " "	\$1,582.45 mo.
3rd " " " " "	\$1,602.59 mo.
4th " " " " "	\$1,622.72 mo.

Compensation will be based on 201-1/3 hours per month at the basic rates shown, comprehending all services Monday through Friday, excluding Saturdays, Sundays and Holidays.

Trainees may be advanced to temporary or permanent vacant lineman-electrician positions or the period of training in one or more periods may be shortened if the trainee is qualified to advance. A trainee advanced to a temporary lineman-electrician position will revert to the status held at time of advancement upon termination of the temporary vacancy. Time spent on such temporary assignments will be included in the training period.

5. Subsequent to completion of the two year training period the employe will remain on the final monthly rate until a lineman-electrician job becomes available, for which position he must apply or revert to the status of an hourly-rated lineman.
6. Vacancies in lineman-electrician positions will be bulletined under applicable rules, with preference to be given applicants in the following order:
- A. Linemen-electricians presently assigned as such.
 - B. Trainees under this memorandum agreement who have completed at least the first training period.
 - C. Monthly-rated leader linemen or hourly-rated linemen.

7. Expenses will be granted to lineman-electrician trainees on the same basis as expenses are allowed to linemen-electricians.

This memorandum agreement is effective June 1, 1978 and may be amended, revised or modified in accordance with provisions of the Railway Labor Act, as amended.

FOR THE INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS:

/s/ John L. Webber

General Chairman

CHICAGO, ILLINOIS

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY:

/s/ W. J. Fremon

Director of Labor Relations
(Non-Operating)

LR-A-5-9

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
PROVIDING FOR THE ESTABLISHMENT OF A TRAINING PROGRAM
FOR
COMMUNICATION DEPARTMENT EQUIPMENT INSTALLER ELECTRICIANS**

To establish a training program for Communication Department Equipment Installer Electricians, IT IS AGREED:

- 1. Training provided for in this agreement will be performed as necessary, to qualify personnel for effective installation, maintenance, and operation of Communications facilities.**
- 2. Classes will be set up at Marshalltown, Iowa, or at such other comparable points as may be designated by the Carrier.**
- 3. The period of training will be 24 months divided into 4 segments of about 6 months each, which will establish four advancing levels of trainee proficiency. The training program may combine home study, formal instruction, and on-the-job training, and will cover all phases of communications maintenance and installation work.**
- 4. All required training materials and documents will be furnished by the carrier at no expense to the employee.**
- 5. Vacancies in this training program will be advertised by bulletin. Applicants for vacancies, whether in response to bulletin or to be hired directly into the program, will be required to have a valid FCC second class radio telephone license and to pass an examination to demonstrate knowledge of basic electronics and electricity. This examination will be based on Navy courses, Volumes 1 through 6, contained in "Basic Electronics" by Van Vallenburgh, Nooger and Neville, Inc., published by John F. Rider, and will be administered by a communications Staff Officer at times and places to be designated. A passing grade of 75% will be required on each of the six volumes.**

6. The first six-month training period will be a probationary period, during which any trainee could be disqualified from further participation in the program without a hearing; this would subject the trainee to the provisions of Item 8 of this agreement.
7. There will be an examination for each six-month period, such examination to be restricted to material covered during the period. This examination, to be given under the direction of the carrier may be a combination of written and oral questions as well as questions on practical situations with a 75% grade being required to pass the test. A demonstration of ability to perform practical application of Communication Department work will also be required of all trainees. Organization representatives will be permitted to observe examinations and/or classroom sessions upon request. These examinations may be requested after one month in the second or third six-month periods by a trainee who feels his ability and experience are sufficient to qualify.
8. If a trainee fails the first examination in any period, he will be given an opportunity within 60 days to take a second examination at this own expense. An employee who is hired directly into this training program and who fails to pass a second examination conducted by another Staff Officer, will forfeit all seniority rights and have his service terminated. An employee who had prior C&NWT continuous service before entering the training program and who fails to pass a second examination conducted by another Staff Officer, will revert to his former position.
9. When an employee is notified to attend a training class at a location other than Marshalltown, Iowa, he will be notified of the form of transportation to be used in going to and from the city where training is performed, subject to the following:
 - (a) Method of transportation will be authorized in advance, and will be at company expense.
 - (b) If commercial transportation is used, the employee will be reimbursed the cost thereof.

- (c) If an employe uses his automobile, the prevailing mileage allowance will be paid.
 - (d) If the employe is authorized to use free company transportation, such transportation will be furnished by the carrier. If the Company makes arrangements for meals and/or lodging, no additional expense for these items will be reimbursed.
10. Employes will be allowed 8 hours at straight time rate at the specified rate of pay for each calendar day that formal training referred to in Item 3 is in session. Normal working hours in Communications Department will be observed, except for home study.
11. It is contemplated the first three segments of training will be at the Marshalltown Communications Shop. The fourth segment of training will be primarily be at a division location in order that the trainee will secure additional experience under field conditions before fully qualified as Communication Equipment Installer Electricians.

Upon satisfactory completion of the four-period training program the trainee will be given a seniority date as an Equipment Installer Electrician retroactive to the date he entered this training program, unless he already had a lineman's seniority date.

12. The rates of pay effective at the date of confirmation of this memorandum agreement, and subject to general wage adjustments in the future, will be as follows:

FIRST SIX MONTHS	- - - - -	\$6.91 per hour
SECOND SIX MONTHS	- - - - -	\$7.22 per hour
THIRD SIX MONTHS	- - - - -	\$7.49 per hour
FOURTH SIX MONTHS	- - - - -	\$7.75 per hour
EQUIPMENT INSTALLER		
ELECTRICIAN	- - - - -	\$8.13 per hour

Existing employees assigned to this program who may have had higher hourly rates of pay than one or more of the above rates will be paid at the higher rates.

13. Communication Department Equipment Installer Electrician Trainees who have completed the first three segments of training indicated above will be required to place themselves on the first available permanent or temporary equipment installer electrician vacancy for which no applications from bonafide equipment installer electricians are received. Failure to do so will place the trainee under the provisions of Item 8 of this agreement, i.e., either forfeit his seniority rights and have his service terminated or revert to the position occupied before entering the training program.

This memorandum agreement becomes part of the current electricians' agreement with the C&NWT and is effective December 1, 1977. Signed at Chicago, Illinois, this 1st day of December, 1977.

FOR THE INTERNATIONAL BROTHER-
HOOD OF ELECTRICAL WORKERS:

J. L. Webber
General Chairman *BNK*

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORATION COMPANY:

W. J. Freeman
Director of Labor Relations
(Non-Operating)

APPENDIX "P"

MEMORANDUM OF AGREEMENT
BETWEEN
THE CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
COVERING
FOUR DAY WORK WEEK

It is agreed between the parties that in lieu of the 8-hour, 5-day work week presently in effect, the following will govern for electricians in all communications line crews working under the direction of a leader lineman during the period each year when daylight savings time is in effect (generally from the last Sunday in April to the last Sunday in October):

All communication line crews working under the direction of a leader linemen will be placed under a work week consisting of four 10-hour work days except for those weeks which include a holiday.

To any work week which comprehends a holiday, the work day will revert to 8 hours, with payment for 8 hours on the holiday in accordance with prevailing rules. If a holiday falls on Monday, the preceding Thursday will be the governing work day preceding the holiday.

It is further understood that during weekends when these crews are not actually on duty, there will be no away-from-home expenses paid.

Signed at Chicago Illinois this 6th day of January, 1981.

THE INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS:

/s/ J. L. Webber
General Chairman

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY:

/s/ R. F. Kiley
Director of Labor Relations
(Non-Operating)

1r/p15-8

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS PROVIDING FOR THE
EXTENSION OF THE AGREEMENT EFFECTIVE JULY 1, 1921
AS AMENDED JANUARY 1, 1925 AND REPRINTED JANUARY 1,
1953 INsofar AS LINEMEN-ELECTRICIANS ARE CONCERNED
TO THAT PART OF THE CHICAGO AND NORTH WESTERN RAIL-
WAY COMPANY COMPRISING THE FORMER CHICAGO, ST. PAUL,
MINNEAPOLIS AND OMAHA RAILWAY COMPANY

* * * * *

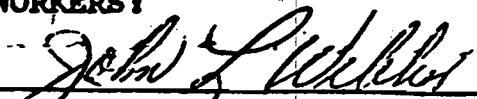
It is agreed that effective January 1, 1961 the agreement between the Chicago and North Western Railway Company and System Federation No. 12 insofar as it pertains to and covers linemen-electricians represented by the International Brotherhood of Electrical Workers is concerned is extended to apply on that part of the Chicago and North Western Railway Company comprising the former Chicago, St. Paul, Minneapolis and Omaha Railway Company, subject to the following conditions:

1. The seniority districts of the former CStPM&O District and the Western District of the C&NW will be consolidated into one seniority district to be known as the "Western District".
2. Employees presently carried on rosters for the former CStPM&O District and the Western District will retain seniority date heretofore established in either of the two districts and will be given a seniority date of 1-1-61 in the balance of the new Western Seniority District. Accordingly employees on the roster as of the effective date of this agreement will be given two seniority dates; i.e., their original seniority date in their original seniority district and a seniority date of 1-1-61 in the balance of the new Western Seniority District. Seniority roster in accordance with the provisions of this Item 2 is hereto attached as Addendum "A". A separate seniority roster will be compiled and maintained for electrician helpers and helper apprentices in the consolidated Western Seniority District. Copy of this seniority roster is hereto attached as Addendum "B".
3. New employees hired subsequent to the effective date of this agreement will be given one seniority date and will have seniority over the entire district.

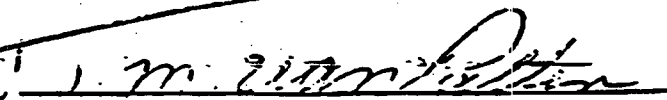
4. The seniority date shown under "former Western District" for employes listed on Addendum "A" will govern concerning vacancies or positions established on the territory comprising the former Western District of the C&NW. The seniority date indicated under "former CStPM&O district" will govern insofar as vacancies or positions established on the territory comprising the former CStPM&O railway. If a position includes territory from both former districts, pole line mileage shall determine which seniority date will govern.
5. The consolidation of the two seniority districts into one will not result in any employes securing displacement rights; i.e., employes will remain on the position now held or in a furloughed status until such time as on basis of their seniority they are called to service or are able to secure a bulletined position.
6. The names of employes presently holding seniority as groundmen on the Twin Cities Division will be dovetailed on the new seniority roster with names of employes holding seniority as electrician helpers.
7. The memorandum agreement effective June 1, 1954 covering the employment of electrician helper apprentices in the Communications Department and any other memorandum agreements or understandings applicable to lineman-electricians will be applicable to employes covered by this memorandum agreement.
8. The agreement between the former Chicago, St. Paul, Minneapolis and Omaha Railway Company and System Federation No. 75 insofar as it pertains to and covers linemen-electricians represented by the International Brotherhood of Electrical Workers is cancelled.

This memorandum agreement is effective January 1, 1961 and shall continue in effect until changed or modified under provisions of the Railway Labor Act, as amended.

FOR THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS:


General Chairman, Representing
employes of the C&NW and former
CStPM&O Railway Companies

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY


Director of Personnel

Chicago, Illinois

**MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND
NORTH WESTERN RAILWAY COMPANY AND THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS PROVIDING FOR
CONSOLIDATION OF THE EASTERN AND WESTERN SENIORITY
ROSTERS FOR IBEW PERSONNEL OF THE COMMUNICATIONS
DEPARTMENT.**

*** * * * ***

It is agreed that effective July 1, 1970 the Eastern and Western District seniority rosters for IBEW personnel of the Communications Department will be consolidated.

Employees presently holding seniority in the Eastern District will be given a seniority date of 7-1-70 on the Western District, including the former CStPM&O, the former M&StL and the former CGW Districts. Conversely, employees holding seniority in any one of the four districts mentioned, i.e., Western, former CStPM&O, former M&StL and former CGW Districts, will be given a seniority date of 7-1-70 on the Eastern District.

New employees hired subsequent to July 1, 1970 will be given one seniority date and will have seniority over the entire district.

The seniority date shown under "former Eastern District" for employees listed on Addendum "A" will govern concerning vacancies or positions established on the territory comprising the former Eastern District of the C&NW. The seniority date under "former Western District" for employees listed on Addendum "A" will govern concerning vacancies or positions established on the territory comprising the former Western District of the C&NW. The seniority date indicated under "former CStPM&O District" will govern insofar as vacancies or positions established on the territory comprising the former CStPM&O Railway. The seniority date shown under "former M&StL District" will govern concerning vacancies or positions established on the territory comprising the former M&StL Railway. The seniority date shown under "Former CGW District" will govern concerning vacancies or positions established on the territory comprising the former CGW Railway. If a position includes territory from more than one of the five former districts, the greater percentage of pole line mileage at the time bulletined shall determine which seniority date will govern.

This consolidation of the seniority districts will not result in any employee securing displacement rights; i.e., employees will remain on the position now held, or if in a furloughed status, until such time as on

basis of their seniority they are called to service or are able to secure a bulletined position.

Memorandum agreements or understandings applicable to Communications Department electrical workers will be applicable to employees covered by this memorandum agreement.

This memorandum agreement is effective July 1, 1970 and shall continue in effect until changed or modified under provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois this 20th day of July, 1970.

FOR THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS:

John L. Webster
General Chairman

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY:

W. J. Freeman
Director of Labor Relations
(Non-Operating)

MEMORANDUM AGREEMENT
BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
PROVIDING FOR
THE EXTENSION OF THE AGREEMENT EFFECTIVE JULY 1, 1921
AS AMENDED
JANUARY 1, 1925, AND REPRINTED
JANUARY 1, 1953, INsofar
AS LINEMEN-ELECTRICIANS ARE CONCERNED TO THAT PART OF
THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY
COMPRISING THE FORMER MINNEAPOLIS AND ST. LOUIS RAILWAY COMPANY

* * * * *

It is agreed that effective October 1, 1965, the Agreement between the Chicago and North Western Railway Company and System Federation No. 12 insofar as it pertains to and covers linemen-electricians represented by the International Brotherhood of Electrical Workers is concerned is extended to apply on that part of the Chicago and North Western Railway Company comprising the former Minneapolis and St. Louis Railway Company, subject to the following conditions:

1. The seniority districts of the former M&StL District and the Western District of the C&NW will be consolidated into one seniority district to be known as the "Western District".

2. Employees presently carried on rosters for the former M&StL District and the Western District (as consolidated by the Agreement of January 1, 1961), will retain seniority date(s) heretofore established in either of the two districts and will be given a seniority date of January 1, 1965, in the balance of the new Western Seniority District. Accordingly, former M&StL employees on the roster as of the effective date of this Agreement will have two seniority dates; i.e., their original seniority date in their original seniority district, and a seniority date of January 1, 1965, in the balance of the new Western Seniority District. Western District employees on the roster as of the effective date of this Agreement will have three seniority dates; i.e., they will retain seniority dates heretofore established in the two subdivisions and will be given a seniority date of January 1, 1965, in the balance of the new Western Seniority District. Seniority roster in accordance with the provisions of this Item 2 is hereto attached as Addendum "A".

3. New employes hired subsequent to the effective date of this Agreement will be given one seniority date and will have seniority over the entire district.

4. The seniority date shown under "former Western District" for employes listed on Addendum "A" will govern concerning vacancies or positions established on the territory comprising the former Western District of the C&NW. The seniority date indicated under "former CStPM&O District" will govern insofar as vacancies or positions established on the territory comprising the former CStPM&O Railway. The seniority date shown under "former M&StL District" will govern concerning vacancies or positions established on the territory comprising the former M&StL Railway. If a position includes territory for more than one of the three former districts, the greater percentage of pole line mileage shall determine which seniority date will govern.

5. The consolidation of the two seniority districts into one will not result in any employes securing displacement rights; i.e., employes will remain on the position now held or in a furloughed status until such time as on basis of their seniority they are called to service or are able to secure a bulletined position.

6. The Memorandum Agreement effective June 1, 1954 covering the employment of electrician helper apprentices in the Communications Department and any other memorandum agreements or understandings applicable to linemen-electricians will be applicable to employes covered by this Memorandum Agreement.

7. The Agreement between the former Minneapolis and St. Louis Railway Company and System Federation No. 66 insofar as it pertains to and covers linemen-electricians represented by the International Brotherhood of Electrical Workers is canceled. However, letter agreement of April 14, 1959, covering positions of communications equipment repairmen is preserved and made a part of this Memorandum Agreement as Addendum "B" hereto.

This Memorandum Agreement is effective October 1, 1965, and shall continue in effect until changed or modified under provisions of the Railway Labor Act, as amended.

FOR THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS:

FOR THE CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY:

/s/ J. L. Webber
General Chairman, Representing
employees of the C&NW and former
M&StL Railway Companies

/s/ T. M. Van Patten
Director of Personnel

Chicago, Illinois
September 22, 1965

File 69-M-7-2
C&NW Crafts Agmt. Appendix

MEMORANDUM OF AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS PROVIDING FOR THE EXTENSION OF THE AGREEMENT EFFECTIVE JULY 1, 1921 AS AMENDED JANUARY 1, 1925 AND REPRINTED JANUARY 1, 1953 INSOFAR AS COMMUNICATIONS DEPARTMENT ELECTRICAL WORKERS ARE CONCERNED TO THAT PART OF THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY COMPRISING THE FORMER CHICAGO GREAT WESTERN RAILWAY COMPANY

* * * * *

It is agreed that effective February 1, 1969 the agreement between the Chicago and North Western Railway Company and System Federation No. 12, insofar as it pertains to and covers Communications Department electrical workers represented by the International Brotherhood of Electrical Workers is concerned, is extended to apply on that part of the Chicago and North Western Railway Company comprising the former Chicago Great Western Railway Company, subject to the following conditions:

I. The seniority district of the former CGW, now known as the Missouri Division, the roster for which is made a part of this agreement as Addendum "A", will be consolidated into the existing seniority districts of the C&NW.

II. A. Employees presently carried on the roster for the Missouri Division, except W. A. Simon, and the roster for the Western District (as consolidated by the agreement of September 22, 1965) will be consolidated into one seniority district to be known as the "Western District". All such employees will retain seniority date(s) heretofore established in either of the two districts and will be given a seniority date of February 1, 1969 in the balance of the new Western Seniority District. Accordingly, former CGW employees on the roster as of the effective date of this agreement will have two seniority dates; i.e.; their original seniority date in their original seniority district, and a seniority date of February 1, 1969 in the balance of the new Western Seniority District. Western District employees on the roster as of the effective date of this agreement will have four seniority dates; i.e.; they will retain seniority dates heretofore established in the three subdivisions and will be given a seniority date of February 1, 1969 in the balance of the new Western Seniority District. Seniority roster in accordance with the provisions of this item is hereto attached as Addendum "B".

B. New employees hired subsequent to the effective date of this agreement will be given one seniority date and will have seniority over the entire district.

C. The seniority date shown under "former Western District" for employees listed on Addendum "B" will govern concerning vacancies or positions established on the territory comprising the former Western District of the C&NW. The seniority date indicated under "former CStPM&O District" will govern insofar as vacancies or positions established on the territory comprising the former CStPM&O Railway. The seniority date shown under "former M&StL District" will govern concerning vacancies or positions established on the territory comprising the former M&StL Railway. The seniority date shown under "former CGW District" will govern concerning vacancies or positions established on the territory comprising the former CGW Railway. If a position includes territory from more than one of the four former districts, the greater percentage of pole line mileage at the time bulletined shall determine which seniority date will govern.

III. A. W. A. Simon, who is presently carried on the roster for the Missouri Division and is employed at Sycamore, Illinois, will be placed on the roster for the Eastern District, attached as Addendum "C", and will be given a seniority date of February 1, 1969. This employe will have preferential rights to former CGW positions on the Western District in accordance with his Missouri Division linemen's seniority date of October 15, 1964.

B. If W. A. Simon vacates the former CGW position at Sycamore, Illinois for any reason under applicable rules and places himself on a former CGW job on the Western District, his established seniority date on the Eastern District will be terminated. Upon the effective date of such transfer his retained Missouri Division seniority date will be shown on the subdivision of his original district on the Western District roster and he will be given a new date on the balance of the new Western District roster established in Article II hereof.

C. In the event the former CGW position at Sycamore, Illinois is vacated and is not applied for and filled by a Western District former CGW employe in exercise of his prior rights seniority, the Sycamore job will cease to be identified as a former CGW job.

IV. This consolidation of the seniority districts will not result in any employees securing displacement rights; i.e., employees will remain on the position now held or in a furloughed status until such time as on basis of their seniority they are called to service or are able to secure a bulletined position.

V. Attached for information purposes, identified as Addendum "D", is the Western District electrician helper, helper apprentice and linemen trainee roster effective February 1, 1969.

VI. The eligibility of former Midwest Communications Company employees shown on Addendum "A" for vacation will be based on their original entry into service dates with the former CGW or the Midwest Communications Company. These individuals and the dates applicable are listed as follows:

<u>Name</u>	<u>Date</u>
J. C. Olson	11-16-37
A. C. Geske	1- 3-53
J. C. Crawford	9- 1-53
D. L. Hanken	4- 1-54
J. F. Heitter	9- 1-61
D. E. Corcoran	5-25-64

VII. Memorandum agreements or understandings applicable to Communications Department electrical workers will be applicable to employees covered by this memorandum agreement.

VIII. The agreement between the former Chicago Great Western Railway Company and the Federated Crafts, insofar as it pertains to and covers Communications Department electrical workers represented by the International Brotherhood of Electrical Workers, is cancelled.

This memorandum agreement is effective February 1, 1969 and shall continue in effect until changed or modified under provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois this *19th* day of *February*, 1969.

FOR THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS:

John L. Weber
General Chairman, Representing
employees of the C&N^W and former
CGW Railway Companies

FOR THE CHICAGO AND NORTH
WESTERN RAILWAY COMPANY:

W. J. Hemon
Director of Labor Relations
(Non-Operating)

APPENDIX "R"

REQUEST FOR WAIVER OF FORMAL INVESTIGATION

_____, 19____

Mr. _____
Division Manager

Location

Dear Sir:

I hereby confirm my verbal request that formal investigation or hearing be waived on the following charge for which I have been instructed to appear for investigation:

I understand, agree to and accept assessment of the following to be placed on my personal record: (Show discipline assessed if none, mark "none").

Employee Under Charge

Occupation

Address

Date: _____

REQUEST GRANTED:

Division Manager

Date: _____

WITNESSED:

Representative

DATE: _____

BULLETIN

(Advertising New Position or Vacancy)

Place
Date
Bulletin No.
Seniority Dist.

TO EMPLOYEES CONCERNED:

The following position is hereby advertised for applications or bids in accordance with Rule 20 of the Agreement. Applications or bids shall be submitted in duplicate to the undersigned, (and a copy sent to the Local Chairman) where they will be received up to 12:00 noon _____.
(Date)

LOCATION
NUMBER AND TITLE OF POSITION
RATE OF PAY
CLASSIFICATION OF POSITION (5, 6, or 7 days)
HOURS OF ASSIGNMENT

DAYS OF ASSIGNMENT through
DAYS OF REST
MEAL PERIOD ASSIGNMENT
NEW POSITION OR VACANCY
VACATED BY
REASON VACATED
APPROXIMATE DURATION
DESCRIPTION OF DUTIES

(Signed) (Name of Official) (Title)

cc: To General and Local Chairmen

Posted at _____
(Location) (Date) (Time)

BULLETIN

(Assigning New Position or Vacancy)

Place
Date
Bulletin No.
Seniority Dist.

TO EMPLOYEES CONCERNED:

The following position which was advertised under BULLETIN NO. _____
dated _____.

LOCATION

NUMBER AND TITLE OF POSITION

HAS BEEN AWARDED TO:

Whose former position was _____, _____ at
(Number) (Title)

(Location)

(Name of Official)

(Title)

cc: To General and Local Chairmen

Posted at: _____, _____, _____
(Location) (Date) (Time)

APPLICATION FOR BULLETINED POSITION

Date _____ 19 _____

(Name of Official)

I hereby make application under Rule 20 for the following position covered by advertisement bulletin number _____ dated _____.

(Job Number) (Title) (Rate) (Location)

Signed: _____
Seniority Rank Number _____ Seniority Date _____ 19 _____

Position now occupied by applicant:

(Number) (Title) (Rate) (Location)

Application received by _____ Date _____ Time _____
(Name) A.M.
P.M.

cc: Local Chairman

B U L L E T I N

(Abolishing Positions)

Place
Date
Bulletin No.
Seniority Dist.

TO EMPLOYEES CONCERNED:

Position Occupied By

Number and Title

Rate

Location

is abolished

Account

Effective with termination of assignment on _____
(Date)

(Name of Official)

(Title)

cc: Local Chairman
General Chairman

Posted at _____
(Location) (Date) (Time)

REQUEST FOR TRANSFER

Date _____ 19__

(Officer In Charge)

This is to be considered as notice under the provisions of Rule 20(a) or (b)
(please specify either by circling one) of the Agreement of my desire to
exercise seniority at _____

(Location)

effective _____ 19__.

Signed _____

Name _____

Address _____

cc: Local Chairman
General Chairman

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY

(Office of)

Date _____

Location _____

Department _____

General Chairman_____
Name of Organization

Statement of employees subject to the Union Shop Agreement effective January 1, 1953 entering or terminating service during the month of _____ 19____, in seniority district

(No. or Title)Employees Entering Service

<u>Name</u>	<u>Title</u>	<u>Location</u>	<u>Date Entered or Returned to Service</u>	<u>Basis of Return</u>
-------------	--------------	-----------------	--	----------------------------

Employees Leaving Service

<u>Name</u>	<u>Title</u>	<u>Location</u>	<u>Termination Date of Employment Status</u>	<u>Reason</u>
-------------	--------------	-----------------	--	---------------

(Name of Officer)

cc: Division Chairman
Local Chairman

BULLETIN
(Force Reduction)

Place
Date
Bulletin No.

TO EMPLOYEES CONCERNED:

This will serve as five (5) working days notice that the following employees will be laid off at the close of their shift on dates shown following their name:

cc: To General and Local Chairmen

Posted at _____
(Location) (Date) (Time)

Name	Seniority Date
_____	_____

(Name of Official)

(Title)

cc: Local Chairmen
General Chairman

Posted at: _____
(Location) (Date) (Time)

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CHICAGO AND



TRANSPORTATION COMPANY

LABOR RELATIONS
DEPARTMENT
DIRECT DIAL NUMBER

October 10, 1985

Mr. Ellis Johnson
General Chairman - IBEW
6315-1/2 W. Grand Avenue
Chicago, Illinois 60639

Dear Mr. Johnson:

It is agreed that employees represented by the IBEW receiving any of the benefits and/or protections provided in any employee protection agreement, Federal statutes, Interstate Commerce Commission arrangement or condition in any month or portion thereof, shall remain in good standing with the IBEW and are subject to the provisions of the Union Shop Agreement in effect on the Chicago and North Western Railroad in the same manner as any other employee regularly assigned in Carrier's service.

Such employees will be notified by the C&NW and furnished a copy of this Agreement.

Yours truly,

/s/ Paul A. Lundberg

Assistant Vice President -
Labor Relations
(Operating)

klr1-51(11)



March 25, 2004

File 230-43

Mr. Vic Janecek
General Chairman IBEW
620 North Custer
North Platte, NE 69101

Dear Sir:

This letter is to confirm our conference of March 25, 2004, in which we discussed Rule 13 – Seniority – Establishment of contained in the Agreement dated December 1, 1985, between the Chicago and North Western Transportation Company and the International Brotherhood of Electrical Workers. During our discussion, it was agreed that Rule 13 is hereby revised and amended to read as follows:

- (a) Applicants for Employment – An applicant for employment will be required to fill out and execute the Carrier's application forms, and pass required physical and visual examinations, and furnish proper reference as to previous experience and ability to perform the class of work for which application is made. If application is not disapproved within ninety (90) working days from commencement of service, the application will be considered as having been approved, unless it is found that false information (such information being of a nature which would have prevented the Carrier from hiring) has been given, in which event applicant will not be dismissed without an investigation. Information pertaining to an employee's previous work experience and pertinent to qualification as a journeyman will be furnished to the Local Chairman.
- (b) Seniority between two or more employees employed on the same date on the same seniority roster will be determined first by service date with the Carrier and if service dates are equal, by the last four (4) digits of their social security numbers, the lowest number being ranked first.
- (c) Ninety (90) days service shall be proof of competency and when so established, seniority rights will begin from date employed.
- (d) Seniority of employees shall be confined to the craft, class and seniority district or point at which employed.

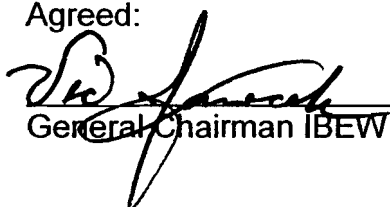
This agreement will supersede existing provisions of the Schedule Agreement dated December 1, 1985. This agreement is effective March 25, 2004, and will remain

in effect until cancelled or amended pursuant to the provisions of the Railway Labor Act,
as amended.

Yours truly,

A handwritten signature in black ink, appearing to read "Dan Morris", with a long horizontal flourish extending to the right.

Agreed:

A handwritten signature in black ink, appearing to read "Dan Morris", with a long horizontal flourish extending to the right.
General Chairman IBEW

MEMORANDUM OF AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

* * * * *

In conjunction with various other rule changes made by the parties by agreements entered into this date, it is agreed that Rules 18, 19, 34, 38 and Rule 43 of the Schedule of Rules Agreement effective November 1, 1976, as amended, insofar as such rules are applicable to employes represented by the International Brotherhood of Electrical Workers are hereby revised and amended to read as follows:

Rule 18. When new jobs are created or vacancies occur in the respective crafts, the oldest employes in point of service shall, if sufficient ability is shown by fair trial, be given preference in filling such new jobs or any vacancies that may be desirable to them.

All vacancies or new jobs created will be bulletined. Bulletins must be posted forty bulletin hours before vacancies are filled permanently. Employes desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be delivered direct to the local chairman. Applications will be reviewed by local supervision and the local craft chairman and the assignment of the successful applicant will be made by bulletin, in a format similar to Appendix "18" hereto.

An employe exercising his seniority rights under this rule will do so without expense to the Carrier; he will lose his right to the job he left; and if after a fair trial he fails to qualify for the new position, he will have to take whatever position may be open in his craft.

A foreman who is demoted due to reduction in force or abolishment of position shall have the right to exercise his seniority on any position occupied by junior mechanics at the point where he holds seniority. However, if a foreman is demoted for cause, failure to qualify or voluntarily gives up position, he can only exercise his seniority on position occupied by the junior mechanic at the point he holds seniority.

Employees absent on account of sickness, suspension from service, or leave of absence, will have the right to displace junior employees from positions bid during such absence provided applications are made within forty bulletin hours after returning to work.

Employees accepting positions as foreman, or employees assigned to special duties, shall, subject to the Memorandum of Agreement effective June 1, 1981, retain their seniority as mechanics at shop, enginehouse, or yard where they last held seniority rights.

Rule 19. Mechanics in service will be considered for promotion to positions of foreman.

Rule 34. Foremanship--Filling Temporarily. Should a mechanic be assigned temporarily to fill the position of a foreman, he will get the foreman's rate.

Rule 38. No journeyman mechanic or regular helper who has been in the service of the railroad ninety (90) working days shall be dismissed for incompetency, and except as provided in Rule 43, neither shall an employee be discharged for any cause without first being given an investigation.

Rule 43. (a) Applicants for employment may be required to take physical examination at the expense of the Carrier to determine the fitness of the applicant to reasonably perform the service required in his craft or class. They will also be required to make a statement indicating the necessary years of experience in their respective craft, as well as the name and local address of their last employer.

(b) The applications of new employees entering the service in the craft or class will be approved or rejected within ninety (90) working days. Employment of new employees may be terminated without formal investigation by disapproval of application within ninety (90) working days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the application is approved, but


this clause shall not operate to prevent the removal from service of such applicant under the provisions of Rule 37, if subsequent to the expiration of ninety (90) working days it shall be proven that the information given in the application is false, provided such action is taken by the Company within two (2) years from the date the employe enters the service.

This agreement will supersede existing provisions of the Schedule Agreement effective November 1, 1976, and rulings which may be in conflict therewith.

This agreement is effective June 1, 1981, and will remain in effect until cancelled or amended pursuant to the provisions of the Railway Labor Act, as amended.

Signed at Omaha, Nebraska, this 5th day of March, 1981.

FOR THE EMPLOYEES:


General Chairman, International
Brotherhood of Electrical Workers

FOR THE
UNION PACIFIC RAILROAD COMPANY:


Director Labor Relations-Non
Operating Crafts