

MOTIVE POWER AND CAR DEPARTMENTS

AGREEMENT

between

Southern Pacific Company
(Pacific Lines)

and

System Federation No. 114
Railway Employees Department
American Federation of Labor

Mechanical Section Thereof

Effective April 16, 1942

(Reprinted April 19, 1957, Including Revisions)



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This Agreement governs the rates of pay, rules and working conditions of machinists, boilermakers, blacksmiths, sheet metal workers, electrical workers, carmen, their helpers and apprentices and other employees who perform the work specified in this agreement in the Motive Power and Car Departments of the Southern Pacific Company (Pacific Lines), and who are represented by System Federation No. 114, Railway Employees' Department, American Federation of Labor, mechanical section thereof:

Composed of:

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

Effective April 16, 1942.

PREAMBLE

The obligation that rests upon the Management to provide, and the Employees to render honest, courteous and efficient service is recognized.

A spirit of co-operation between the Employees and the Management is essential to safe and efficient maintenance and operations, and both parties agree to so conduct themselves. The responsibility for success rests equally with the Employees and the Management.

GENERAL RULES

HOURS OF SERVICE—BASIS OF PAY

Rule 1. (a)—Eight (8) hours shall constitute a day's work. Except as otherwise provided in this agreement, or as may hereafter be legally established, all employees shall be paid on the hourly basis.

Establishment of a Short Work Week

Note

The expressions "positions" and "work" 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.

(b)—General. The carrier will establish, effective September 1, 1949, for all employees, subject to the provisions of 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 carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(c)—Five-day Positions. On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(d)—Six-day Positions. Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(e)—Seven-day Positions. On positions which have been filled seven (7) days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(f)—Regular Relief Assignments. All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements.

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. Relief employees will take the rate of the regular employee they are assigned to relieve.

(g)—Deviation from Monday-Friday Week. If in positions or work extending over a period of five (5) days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (c), 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 the rules agreements.

(h)—Nonconsecutive Rest Days. The typical work week is to be one with two (2) 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 (d), (e) and (f), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to paragraph (f) of this rule.**
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.**
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.**
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.**
- (5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.**
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in ex-**

cess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) nonconsecutive days off.

(7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

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

(j)—Bulletin Rule. Existing assignments reduced to a five day basis under this agreement shall not be considered new jobs under bulletin rules and employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices or otherwise.

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

The inclusion of the provisions of Article II, Section 1(h) of the Chicago Agreement of March 19, 1949, as herein set forth, shall be without prejudice to the determination of whether or not furloughed employees may be utilized under the existing agreements or practices.

(1) Except to the extent that the coverage of existing guarantees was extended to certain employees covered by Article II, Section 1(e) of the March 19, 1949 Agreement, the adoption of the "shorter work week" rule in Article II, Section 1, of that agreement did not create a guarantee of any number of hours or days of work.

It is understood and agreed that the adoption of this provision is without prejudice to the position of either party hereto regarding the question of whether or not the current agreement provides a guarantee of any number of hours or days of work.

(Revised effective September 1, 1949).

SHIFTS—STARTING TIME

Rule 2. The number of shifts and the starting time of each shift at any point, shall be arranged by agreement between local officers and employees' Local Committee, based on joint check of actual service requirements, subject to approval or change by Management and General Committee, in the meantime such local agreement shall apply.

MEAL PERIOD

Rule 3. (a) The time and length of the meal period (not to exceed 80 minutes on second shift where only two shifts are employed), shall be subject to agreement and within the limits of the fifth hour; where three shifts are employed, the meal period shall be twenty (20) minutes without loss of time.

(b) Employees required to work during all, or any part of the meal period, shall receive pay for the length of the meal period regularly taken at point employed, at straight time and will be allowed necessary time to procure meal (not to exceed thirty (30) minutes), without loss of time. This does not apply to employees who are allowed twenty (20) minutes for meal under paragraph (a) of this rule.

See Page 87.

Note: At major shops, when necessary to utilize certain shop machinery and other like facilities to be used in the making or repairing of certain parts or materials, by agreement three (3) shifts may be assigned to such

operations and employees so assigned on the first, second and third shifts will be allowed the twenty (20) minute meal period, as specified in paragraph (a), without extending such provision to the balance of the shop forces.

Such positions may be assigned on three (3) shifts only by agreement between the local officer in charge and employees local committee, based on joint check of actual service requirements indicating such need, subject to approval or change by the General Officers of Management and General Committee.

MEAL PERIOD ALLOWANCE

Rule 4. Employees shall not be required to work more than two (2) hours continuous with and after their regular working period, without being permitted to go to meals; time taken for meals, up to thirty (30) minutes, will not terminate the continuous service period and will be paid for.

OVERTIME—CONTINUOUS WORK

Rule 5. (a) Except as otherwise provided in these rules, for continuous work after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one (1) hour for any such work performed.

(b) Provisions in existing rules which relate to the payment of daily overtime shall remain unchanged. Work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another, or where days off are being accumulated.

(c) Employees working more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks except where such work is performed by an employee due to moving from one assignment to another or where days off are being accumulated.

(d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on

holidays or for changing shifts, be utilized in computing the forty (40) hours per week, not shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(Revised effective September 1, 1949).

REST DAYS AND HOLIDAY WORK

Rule 6. (a) Work performed by hourly rated employees on their rest days and the following legal holidays, viz.: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas, (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or by proclamation, shall be considered a holiday), shall be paid for at the rate of time and one-half.

(b) Except as otherwise provided for in this agreement employees required to work on their assigned rest day will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes work or less, and thereafter at the overtime rate.

(c) Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change. (See Article II. Agreement of August 21, 1954).

(Revised effective September 1, 1949).

OVERTIME—AFTER 16 HOURS

Rule 7. Except as otherwise provided in these rules, all overtime beyond sixteen hours of work in any

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

EQUALIZING OVERTIME WORK

Rule 8. When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Record will be kept of overtime worked and men called with the purpose in view of distributing overtime equally. Shop committees will be furnished a semi-monthly names of employees and such overtime worked. Overtime will be divided as nearly equal as possible, between qualified employees in their class.

(Revised effective September 1, 1949).

COMPLETION OF HOLIDAY SHIFTS

Rule 9. Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

(Revised effective September 1, 1949).

REPORTING AND NOT USED

Rule 10. Employees required to report for work and reporting, but not used, will be paid a minimum of four (4) hours at straight time rate.

REPORTING AND USED

Rule 11. (a) Except as provided in paragraph (b) of this rule, employees required to report for work, who report and work, before or after their regular work period, will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes work or less, and thereafter at the overtime rate up to the starting time of their regular work period, and will be required to do only such work as originally called for, or other emergency work which may have developed after they were called, which cannot be performed by the regular force in time to avoid delays to train movement.

(b) Employees required to report for work, who report and begin work not more than one (1) hour

in advance of their regular working hours, will be paid at the rate of time and one-half up to the starting time of their regular work period with a minimum allowance of one (1) hour.

CHANGING SHIFTS

Rule 12. Employees changed from one shift to another, will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift, shall be considered transferred. This will not apply when shifts are changed in the exercise of seniority or to employees changing shifts incident to fulfilling regular relief assignments, or when shifts are exchanged at the request of the employees involved.

(Revised effective September 1, 1949).

EMERGENCY ROAD WORK

Rule 13. An employee regularly assigned to work at a shop, engine house, repair track or inspection point, when called for emergency road work away from such shop, engine house, repair track or inspection point, will be paid (exclusive of meal period when taken), from the time ordered to leave home station until his return, for all time worked in accordance with the practice at home station at straight time rate for straight time hours and overtime rate for overtime hours, except that for time waiting or traveling the overtime rate will not exceed time and one-half. If required to leave home station during overtime hours, employee will be allowed one hour preparatory time at straight time rate.

If, during the time on road, employee is relieved from duty and permitted to go to bed for five (5) or more hours, such relief will not be paid for; provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day when such irregular service prevents the employee from working his regular hours at home station. When meals and lodging are not provided by the Company, actual necessary expenses will be allowed. Employees will be called as nearly as possible one (1) hour before leaving time and on their return will deliver tools, on Company time, at point designated.

TEMPORARY VACANCIES—OUTLYING POINTS

Rule 14. Regularly assigned employees sent out to

temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point, to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and overtime rates for overtime hours at home station whether waiting or traveling. If required to leave home station during overtime hours, employe will be allowed one hour preparatory time at straight time rate.

If on arrival at the outlying point or shop there is an opportunity to go to bed outside their regular bulletined hours at home point for five (5) or more hours before starting work, time will not be allowed for such hours.

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

Work at home point, waiting, traveling time and work at outlying point on the same day, under this rule, will be combined in determining when overtime commences.

Where meals and lodging are not provided by the Company actual expenses will be allowed.

On the return trip to home point, straight time for straight time hours and overtime for overtime hours in accordance with practice at home station, will be allowed up to the time of arrival at home point.

RELIEF OUTFIT SERVICE

Rule 15. Relief outfit service outside of yard limit boards at home point, will be paid for at the rate of time and one-half for all time whether working, waiting or traveling, from time called until return to home point and released by foreman; except, if relieved from duty and permitted to go to bed for a period of five (5) or more hours, time for such hours will not be allowed, provided, however, that in no case will an employe be allowed less than the equivalent of eight (8) hours at straight time rate, for each calendar day when such relief outfit service prevents the employe from working his regular hours at home station. When meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

ASSIGNED ROAD WORK—HOURLY BASIS

Rule 16. Employees regularly assigned to road work and paid on hourly basis, whose tour of duty is regular and who generally leave and return to home station each day of assignment, (a boarding car to be considered a home station), will be allowed continuous time, from starting time of assignment at home station to the time of return to home station, exclusive of meal periods, whether working, waiting or traveling, as follows:

Straight time for assigned hours and overtime for overtime hours while working; straight time for all time waiting and traveling. There shall be a regularity of starting time, preferable between 6:00 A.M. and 8:00 A.M., consistent with train service. When two or more shifts are worked the starting time will be regulated accordingly.

When held out over night, if relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed pay for such hours, but under such circumstances when meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

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

ASSIGNED ROAD WORK—MONTHLY BASIS

Rule 17. Effective September 1, 1949, monthly rated employees shall have their work week reduced one day per week and the hours comprehended in their rates reduced by eight hours per week or 34 $\frac{2}{3}$ hours per month.

Such employees shall be assigned one regular rest day per week, Sunday if possible, and if worked on their assigned rest day will be compensated under the provisions of Rule 6. Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week or on holidays.

The monthly rates payable to such employees effective September 1, 1949 shall be the rates in effect August 31, 1949 reduced by \$2.43 per month.

AGREEMENT
Between The
UNION PACIFIC RAILROAD COMPANY
And The
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will

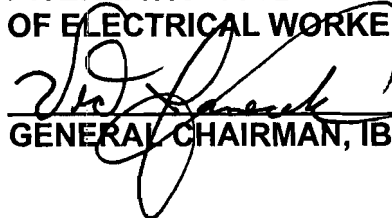
be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on the day after Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)

- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

**FOR THE:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**


GENERAL CHAIRMAN, IBEW

**FOR THE:
UNION PACIFIC RAILROAD**


GENERAL DIRECTOR LABOR RLNS

AGREEMENT

Between The

UNION PACIFIC RAILROAD COMPANY

And The

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

This has reference to our recent discussion concerning the Company's desire to establish a classification of monthly-rated Electrician-Road for employees you represent in maintenance operations covered by Collective Bargaining Agreements dated November 1, 1976 (UPRR); April 19, 1957 (SPRR-WL) & July 31, 1980 (DRGW).

Effective February 1, 2007, this agreement establishes a monthly-rated Electrician-Road, at the Carrier's discretion, subject to the following conditions:

- (1) Monthly rated employees regularly assigned to perform road work shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.
- (2) To determine the straight time hourly rate, divide the monthly rate by 213. Except as herein after provided, no overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off of his own accord.
- (3) An Electrician-Road may be used, when at home point, to perform work covered by classification of work for electricians.
- (4) Where meals and lodging are not furnished by the railroad or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid actual and necessary expenses.
- (5) If it is found that this rule does not produce adequate compensation by reason of the occupants thereof being required to work excessive hours, the salary may be taken up for adjustment by the General Chairman.
- (6) Ordinary servicing, inspecting, repair and maintenance work to locomotives not required on Sunday will not be required on the sixth day of the workweek.
- (7) Employees paid under this rule who are required to work on holidays, except the day after Thanksgiving Day, will be allowed a minimum of two (2) hours; if required to work more than two (2) hours, a maximum of four (4) hours will

be allowed. Employees performing services on the day after Thanksgiving Day shall receive eight (8) hours' pay at the equivalent straight time rate. The employee's availability on the day after Thanksgiving Day will be on the same basis as if the employee was on an assigned rest day. (The compensation afforded employees on the day after Thanksgiving Day is pursuant to Article IV of the December 11, 1981 National Agreement and is not to be construed as a duplicate payment.)

- (8) Positions will be bulletined and will be filled on the basis of qualifications and seniority, with manager to be the judge of qualifications.
- (9) The monthly rate for this position will be \$4,844.82, effective February 1, 2007. This monthly rate reflects compensation for any and all skill or other differentials and COLA's in effect as of the date of this Agreement.
- (10) Electrician-Road will be covered by the Collective Bargaining Agreement covering the headquarters where the position is regularly assigned. It is recognized that employees assigned to Electrician-Road positions may be utilized on any territory covered in the first paragraph of this Agreement without the Company being subject to claims for utilizing the employee on a property identified in such paragraph other than the property covered by the Collective Bargaining Agreement governing where the Electrician-Road is headquartered. It is further understood that the work performed by employees assigned to such positions will not provide a basis for the Organization to acquire an exclusive right to such work performed away from home point.

This Agreement is made without precedent or prejudice to the position of either party and it will not be cited by either party in any future negotiations, national or local.

Signed this day February 1, 2007.

**FOR THE:
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**



GENERAL CHAIRMAN, IBEW

**FOR THE:
UNION PACIFIC RAILROAD**



GENERAL DIRECTOR LABOR RLNS



Andrea Gansen
General Director

August 27, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreement dated February 1, 2007, establishing monthly-rated Electrician-Road positions to provide certain servicing, inspecting, repairing, and maintenance to locomotives.

The Carrier intends to establish up to three (3) such monthly rated positions at Memphis, Tennessee. For those positions, the following conditions are understood and agreed to between the parties, in addition to the Letter Agreement dated February 1, 2007:

1. The positions established pursuant to this Agreement shall be filled first by qualified electricians currently working at North Little Rock, Arkansas. In the event no electricians from North Little Rock bid on such positions, then the positions may be filled by qualified electricians from the balance of the system.
2. Electricians bidding and assigned to Memphis will continue to retain and accrue seniority at the home point from which transferred. Such electricians may not return to the point from which transferred unless they are no longer able to hold Electrician-Road position at the outlying location assigned. At such time they shall be allowed to exercise seniority upon returning to the home point. When seniority is exercised to the home point, the electrician will relinquish any rights to the above outlying point to which assigned.
3. Qualified electricians at the home points shall not be permitted to displace electricians assigned to Memphis unless they are no longer able to hold a position at home point location. It is further understood, that if no bids are received on positions identified above, electricians from their home point will not be force assigned to the monthly rated Electrician Road positions established pursuant to this Agreement.
4. Electricians assigned to Memphis will not establish nor accrue seniority at the above point, nor will they lose any seniority at the home point from which transferred.

5. Electricians assigned to the Electrician-Road positions at Memphis will be allowed reasonable actual and necessary expenses for meals and lodging for the first fifteen (15) calendar days subsequent to their assignment, commencing on the date the electrician is released from the home point. This will not supersede the February 1, 2007 Agreement allowing for expenses while away from the point of their assignment.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,



AGREED:



GENERAL CHAIRMAN, IBEW



Andrea Gansen
General Director

August 30, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

A handwritten signature in cursive script, appearing to read "Andrea Gansen".

AGREED:

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GENERAL CHAIRMAN, IBEW



Andrea Gansen
General Director

August 27, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

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1. The positions established pursuant to this Agreement shall be filled first by qualified electricians currently working at North Little Rock, Arkansas. In the event no electricians from North Little Rock bid on such positions, then the positions may be filled by qualified electricians from the balance of the system.
2. Electricians bidding and assigned to Memphis will continue to retain and accrue seniority at the home point from which transferred. Such electricians may not return to the point from which transferred unless they are no longer able to hold Electrician-Road position at the outlying location assigned. At such time they shall be allowed to exercise seniority upon returning to the home point. When seniority is exercised to the home point, the electrician will relinquish any rights to the above outlying point to which assigned.
3. Qualified electricians at the home points shall not be permitted to displace electricians assigned to Memphis unless they are no longer able to hold a position at home point location. It is further understood, that if no bids are received on positions identified above, electricians from their home point will not be force assigned to the monthly rated Electrician Road positions established pursuant to this Agreement.
4. Electricians assigned to Memphis will not establish nor accrue seniority at the above point, nor will they lose any seniority at the home point from which transferred.



Andrea Gansen
General Director

August 30, 2007

230-15
c: 230-157

Mr. Jim Wisniski
General Chairman IBEW
5342 Davis Blvd., Suite C
N. Richland Hills, TX 76180

Dear Sir:

This has reference to the Letter Agreements we have reached establishing monthly-rated Electrician-Road positions headquartered at various outlying points. Consistent with prior similar agreements, we have also agreed that should an electrician be assigned to one of such positions for one calendar year and the operations require the electrician to remain at that location, the parties will meet upon request to discuss the handling of such electrician's seniority.

It is understood that this Agreement is to cover a unique situation and shall not serve as a precedent in future situations. It is also understood that this Agreement shall not be cited by either party in the future other than for execution purposes.

Yours truly,

A handwritten signature in cursive script, appearing to read "Andrea Gansen".

AGREED:

A handwritten signature in cursive script, appearing to read "Jim Wisniski".
GENERAL CHAIRMAN, IBEW

The straight time hourly rate for such employees shall be determined by dividing the monthly rate by the number of hours comprehended in such rate in effect on and after September 1, 1949.

Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of the hours comprehended in the rate in effect on and after September 1, 1949.

No overtime will be allowed for time worked in excess of eight hours per day; no time will be deducted unless the employee lays off of his own accord.

The regularly assigned road men under the provisions of this rule may be used, when at home point, to perform shop work of their respective crafts as a part of their regular assignments.

When meals and lodgings are not furnished by the Company, or when the service requirements make the purchase of meals and lodging necessary, while away from home point, employees will be allowed actual necessary expenses.

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

Note: Effective September 1, 1949, the reduction in hours of assignments indicated above may be stated as follows: 243½ hours per month (2920 hours per year) will comprehend 208½ hours per month. (Effective May 1, 1954, assignments under this rule will comprehend 211 hours per month. See Article II, Section 2(b), agreement of August 21, 1954).

Except as specifically provided above, the rules applicable to September 1, 1949 to the employees covered by this rule shall continue without change.

(Revised effective September 1, 1949).

FILLING HIGHER AND LOWER RATED POSITIONS

Rule 18. An employee required to fill the place of another employee receiving a higher rate of pay, or to perform work paying a higher rate than his own,

will be allowed the higher rate on following basis:

(1st) If working one hour or less at the higher rate, will be allowed one hour at that rate.

(2nd) Over one hour and not exceeding four hours, will be allowed the higher rate on a minute basis.

(3rd) Over four hours, will be allowed the higher rate for the day.

If required to fill temporarily the place of another employe receiving a lower rate, his rate will not be changed.

BULLETINS—NEW JOBS AND VACANCIES

Rule 19. (a) New jobs and temporary or permanent vacancies occurring in regular jobs will be bulletined for seven (7) days (except if known to be of less than thirty (30) days' duration). Applications must be made in writing to official in charge, a copy to be given local chairman by applicant. Senior employe making application will be assigned and will (except as provided for in Paragraph (b) of this rule), lose his right to the job he left. If after a fair trial he fails to qualify, he will take whatever position may be open in his craft and class, and next senior applicant will be assigned and given opportunity to qualify. If no bids are received, the junior qualified employe may be assigned in cooperation with the local committee.

(b) A regular employe acquiring temporary position will, upon the expiration of such temporary assignment, return to his former position if it still exists (unless occupied by senior employe under the provision of Rule 29(e)). If his former position does not exist or has been occupied by senior employe as indicated above he may displace a junior employe.

(c) An employe exercising seniority under this rule will do so without expense to the Company.

(d) An employe absent on account of sickness, suspension or leave of absence, will, upon returning to service, have the right to return to his former position, if it still exists (unless occupied by senior employe under the provisions of Rule 29(e)), or displace a junior employe from position that has been bid in during such absence; if former position does not exist or is occupied by senior employe as indicated above, he may place himself in accordance with his seniority

provided application is made within five (5) days after returning to work.

(e) In filling new jobs and vacancies, recognition must be given to the responsibility of maintaining efficient service. After assignment, if the qualifications of an employee to perform the work is questionable, the local officer, local committee and employee concerned will confer and endeavor to impartially compose the question without prejudice to the employee before invoking Rules 38 or 39.

Note. The exercising of seniority to displace junior employees, which practice is usually termed "Bumping and Rolling," will not be permitted, except as per paragraphs (b) and (d) of this rule and paragraph (e) of Rule 29.

(Revised effective November 1, 1944).

See page 88.

Rule 20 deleted, effective November 1, 1944.

PROMOTION TO FOREMEN

Rule 21. Mechanics in service will be considered for promotion to positions of foremen. When promotions to positions of gang foremen (foremen who supervise a specific craft) are made, qualified men from the respective crafts will have preference in promotion.

Employees accepting positions as foremen or gang foremen, or men assigned to special duties outside the scope of this Agreement, shall retain their seniority in their craft and/or class, at the point where held at time of promotion, except when eliminated from the service for cause.

Note: It is the policy of the Company to promote its own employees, except when competent men cannot be found in the ranks, or will not accept such new positions or vacancies.

See page 109.

EMPLOYEES PERMANENTLY TRANSFERRED

Rule 22. Except as provided in Rules 21 and 23, of this Agreement, employees transferred from one point to another will, after thirty (30) days, lose their seniority at the point they left, and their seniority at

the point to which transferred will begin on date pay starts; seniority to govern in making transfer. Employees will not be compelled to accept a permanent transfer to another point.

EMPLOYEES TEMPORARILY TRANSFERRED

Rule 23. If additional men are needed in excess of those available under Rule 29(d), qualified men at other points, who are laid off will, in accordance with their seniority, be permitted to work in the class and craft at the nearest point where additional men are needed, subject to return to home point, when notified, with seniority unimpaired. Such transfer to be made without expense to the Company, except that such employees will be furnished free transportation.

LEAVE OF ABSENCE

Rule 24. If requirements of the service will permit, employees will, on request, be granted leave of absence, not exceeding ninety (90) days, with privilege of renewal. An employee absent on leave, who engages in other employment, will lose his seniority, unless other provisions are made by the proper officials and committee representing his craft.

Denial of a reasonable amount of leave (service permitting), or failure to promptly handle request for leave, account sickness or a business matter of importance to the employee, is an improper practice and may be handled as unjust treatment, under this Agreement.

ABSENCE FROM WORK

Rule 25. (a) An employee detained from work account sickness or for other cause, shall notify his foreman as early as possible. When returning to work he shall give the foreman in charge sufficient notice (at least 8 hours) so that proper arrangements may be made.

(b) If an employee is unavoidably kept from work, he will not be unjustly discriminated against.

FAITHFUL SERVICE

Rule 26. Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage, will be given preference of such light work in their line as they are able to handle.

ATTENDING COURT

Rule 27. Employees required to attend court as witnesses for the Company, will be compensated at straight time rate of pay for actual time in court attendance and/or held for court attendance, except when held at home station on rest days and holidays. The maximum allowance on any day to be eight (8) hours at straight time rate. If held for court attendance as a witness, at other than home station on rest days and holidays, shall be allowed eight (8) hours at straight time rate for each of those days held.

If this allowance does not equal what the employee's earnings at home station would have been if he had not been used as a witness and/or held for court attendance, the difference will be made up.

Furloughed employees used at other than home station as witnesses for the Company and/or held for court attendance, will be guaranteed eight (8) hours at straight time rate for each day so used or held.

Employees will be allowed actual necessary expenses under the application of this rule.

Any mileage and/or court fee accruing to the employee will be assigned to the Company.

(Revised effective September 1, 1949).

PAYING OFF EMPLOYEES

Rule 28. (a) Employees will be paid off during their regular working hours, semi-monthly, except when State laws provide a different paying-off condition. Where there is a shortage equal to one day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage. Employees leaving the service of the Company will be furnished with a time voucher covering all time due within twenty-four (24) hours where pay certificates are issued and as soon as possible at other points.

(b) If regular payday falls on Sunday or a holiday, and/or if shops are to be initially closed on a regular payday, employees will be paid on the preceding day.

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

REDUCTION AND RESTORATION OF FORCES

Rule 29. (a) In reducing forces, each point, shop, department or subdivision thereof shall be considered

separately and reduction will be accomplished by reducing forces. Employees will be laid off in accordance with their seniority, except that the senior employee of the class capable of doing the work shall be retained in service. Employees retained in the service will take the rate of the job to which they are assigned.

(b) When forces are reduced, the ratio of apprentices will be maintained in relative proportion to mechanics of the respective crafts where apprentices are employed.

(c) Five (5) days' notice will be given employees affected before reduction is made and lists will be furnished the Committee.

(See Article VI, Agreement of August 21, 1954)

(d) When restoring forces, employees will be called back in accordance with their seniority, if qualified and available, within a reasonable time and shall, if possible, be returned to their former positions.

(e) When assignments are changed through the operation of this rule, or through the abolition of jobs, employees affected will be allowed to place themselves in such jobs as their seniority and qualifications entitle them to, but only such employees who are actually disturbed by re-arrangement of jobs caused through reduction in forces or abolition of jobs, will be permitted to exercise seniority in this manner.

(Revised effective November 1, 1944).

WORKING WHILE SHOP CLOSED

Rule 30. Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours, and overtime for overtime hours.

SENIORITY—WHEN BEGINS

Rule 31. Except as provided for in the note to this rule, seniority in the class of a craft begins at the time the employee's pay starts. When two or more employees of each class in a craft begin work at the same time, their seniority rank shall be as of the time application for employment is filled out, such time to be recorded on application.

Note: Employees used temporarily as helpers of the specific craft, will not accumulate seniority as helpers in the craft in which used until regularly assigned as such.

SENIORITY ROSTERS

Rule 32. Seniority of employees of each class in a craft, shall be confined to the point where they are employed. (Each General Shop, shall each be considered a separate point.) Seniority rosters shall be maintained for each class of each craft, except as hereinafter provided, viz:

Separate seniority rosters will be maintained for the following:

- (a) Sheet Metal Workers
- (b) Molders

Separate seniority rosters will be maintained for the following:

- (a) Electricians
- (b) Electric Traveling Crane Operators
- (c) Attendants

Separate seniority rosters will be maintained for the following:

- (a) Pattern Makers
- (b) Upholsterers
- (c) Painters
- (d) Other Carmen
- (e) Coach Cleaners

Seniority rosters will be revised as of July 1st, each year, and posted in places accessible to employees affected; list of additions, eliminations, and corrections will be posted as of January 1st each year. Errors in any roster or list to which attention is called within sixty (60) days from date of posting, will be corrected. The General Chairman and the Local Committee will each be furnished three copies of such rosters and lists, pertaining to their craft.

See page 89.

ASSIGNMENT OF WORK

Rule 33. (a) None but mechanics or apprentices classified as such, shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed. This rule does not prohibit foremen, in the exercise of their supervisory duties, from performing mechanics' work.

(b) 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 capable, perform the work of any craft that may be necessary. (See Article VII, Agreement of August 21, 1954).

LEAD WORKMEN

Rule 34. (a) At shops—In small gangs a working mechanic may be assigned, to work with, take the lead and direct the work of other members of a gang in his craft and on his class of work. For such service, he will be allowed the differential of six (6) cents per hour above the highest rate, paid any employe he so directs but not less than six (6) cents per hour above the highest rate applicable to the work performed by the gang or himself.

(b) At roundhouses and train yards—For small groups of employes a leading working mechanic may be assigned to work with, take the lead and direct the work of other members of the group; while so serving he will not perform the work of any craft other than his own. For such service, he will be allowed a differential rate of six (6) cents per hour above the highest paid employe he so directs but not less than six (6) cents per hour above the highest rate applicable to the work performed by the gang or himself.

(Revised effective September 1, 1949).

OXY-ACETYLENE — ELECTRIC WELDING AND CUTTING

Rule 35. (a) Mechanics and their apprentices of the respective crafts shall operate oxy-acetylene cutting torch and pantograph machines in performing the work of their respective crafts. When oxy-acetylene or other welding and cutting processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes. It is understood that, the provisions of this paragraph do not supersede Paragraphs (b) and (c) of this rule.

(b) In emergency, welders and cutters of any craft may be used to take care of the work.

(c) This rule does not apply to the use of the cutting torch when engaged in relief outfit service, scrapping equipment and machinery and cutting up scrap.

SCRAPPING ENGINES, CARS, ETC.

Rule 36. Helpers will cut up scrap. Scrapping of locomotives, engines, boilers, tanks, cars and machinery will be done by helpers under the direction of a mechanic.

The work described in this rule includes the operation of the cutting torch. Carmen's helpers will be used in connection with cars. For locomotives, engines, boilers, tanks and machinery, the work will be performed by helpers of the respective crafts; except that in scrapping locomotives, if only one helper is used, such helper may be either a machinist's helper, or a boilermaker's helper.

FOREMAN—TEMPORARY RELIEF

Rule 37. Employees used temporarily to relieve Foremen will receive the Foreman's rate of pay and shall work the regular hours of the Foreman while so used.

GRIEVANCES

Rule 38. (a) An employee who considers himself unjustly treated, or that this agreement as applicable to his craft is not being properly applied, shall have the right to submit the facts informally to his foreman for adjustment and/or to the nearest duly authorized local committee of his craft. The duly authorized local committee (of not to exceed three (3) members of the craft), if they consider it justified, may submit the case informally to the foreman, general foreman and/or the master mechanic (or from foreman to general foreman and/or to shop superintendent in General Shops).

(b) A claim or grievance may be presented in writing by the duly authorized committee to the master mechanic (to shop superintendent in General Shops), provided said written claim or grievance is presented 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. Any claim or grievance not presented within sixty (60) days of the occurrence on which based will be deemed to have been abandoned.

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

(d) If decision as provided for in paragraph (b), is unsatisfactory, the general chairman of the craft, may appeal the case to such higher officials of the Company as are designated to hear appeals and in the order designated by the Company, to the highest officer so designated by the Company; the time limits provided for in paragraph (b) to be observed for each appeal and each decision, unless the time is extended by mutual agreement.

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

(f) 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 employe held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(g) This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employes they represent.

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

(i) This rule shall not apply to requests for leniency.

(j) Conferences and investigations under this rule conducted at the point where the employe involved is employed, will be held during regular working hours without loss of time to committeemen, provided said committeemen are employed at the point where conferences and investigation are conducted. If stenographic report of conferences or investigation is taken, the employe involved and the duly authorized committee on request shall be furnished a copy.

Note: If the employe directly involved fails to do so, this rule shall not be construed so as to prevent the authorized local committee from handling as a grievance any matter that they may consider as an improper practice under this Agreement. Further, this rule will not prohibit the officers of the Company and the authorized committee representing the employes, from conferring informally and if possible disposing of grievances thereby.

(Revised effective January 11, 1957).

DISCIPLINE—SUSPENSION—DISMISSAL

Rule 39. No employe shall be disciplined or dismissed without a fair hearing by the proper officer

of the Company. Suspension in proper cases pending a hearing which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing, such employe shall in writing, be apprised of the precise charge against him, be given reasonable opportunity to secure the presence of necessary witnesses, and shall have the right to be represented as provided for in Rule 38. If it is found that an employe has been unjustly suspended or dismissed from the service, such employe shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal. Stenographic report of hearing will be taken if requested and employe's representative will be furnished with a copy.

ESTABLISHING COMPETENCY

Rule 40. An employe entering the service and remaining therein sixty (60) days, will thereby establish competency.

COMMITTEEMEN

Rule 41. The Company will not discriminate against any Committeeman who is delegated to represent employes covered by this Agreement, and for that purpose will grant leave of absence and free transportation, when not contrary to State or National laws or pass regulations.

APPRENTICES—QUALIFICATIONS

Rule 42. (a) Apprentices must be able to speak, read and write the English language and understand at least the first four rules of arithmetic. Applicants for regular apprenticeship, shall be between 18 and 23 years of age, and if accepted, shall serve eight (8) periods of 180 service days each period.

(b) Helpers who have had not less than two consecutive years' experience as helpers of the craft at the point where employed at the time application for apprenticeship is made, may become helper apprentices. When initially assigned as helper apprentices they shall not be over 30 years of age.

(c) Positions of helper apprentices will be bulletined on the respective division; assignments to be made in accordance with seniority from qualified applicants of the respective craft.

(d) In selecting helper apprentices, seniority (if competent) will govern, selections to be made from applicants for these positions and all selections will be made in conjunction with the respective shop committee.

(e) Helper apprentices shall serve six (6) periods of 180 service days each period, and shall be governed by the same rules as apply to regular apprentices.

(Revised effective September 1, 1949).

APPRENTICES—INDENTURES

Rule 43. (a) Apprentices must be indentured and shall be furnished with a duplicate of indenture by the Company showing the actual amount of training received on each class of work, who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade. Apprentices will not be started at points where there are not adequate facilities for learning the trade.

FORM OF INDENTURE

(Subject to requirements of National or State
Laws)

This will certify that
was employed as
apprenticed by the
at.....on, 19.....
to serve eight (8) periods of 180 service days each
period, helper apprentice six (6) periods of 180
service days each period.

.....
(Title of Officer in Charge)

SERVICE PERFORMED ON THE FOLLOWING CLASSES OF WORK DURING APPRENTICESHIP

.....
.....
.....
This will certify that on....., 19.....,

.....completed the course
of apprenticeship specified above and is entitled,
if employed by the as a
.....to the rates of pay and
conditions of service of.....

.....
(Title of Officer in Charge)

Note: The above form to be used for both regular
and helper apprentices

(b) Include regular and helper apprentices in connection with the classification of work of each craft.

The ratio of apprentices in their respective crafts shall not be more than one (1) to every seven (7) mechanics.

Fifty per cent of the apprentices of each craft may consist of helper apprentices, if available.

(c) Two apprentices will not be worked together as partners.

(d) In computing the number of apprentices that may be employed in a trade on a Division the total number of mechanics of the trade employed on the Division will be considered.

(e) The distribution of apprentices among shops where general repairs are made on the Division, shall be as nearly as possible in proportion to the mechanics in the respective trades employed therein.

(f) If within the first service period of 180 days a regular apprentice, or within the first 65 service days a helper apprentice, shows no aptitude to learn the trade, he will not be retained as an apprentice. Helper apprentices and regular apprentices when drawn from the rank of helpers, will retain seniority as helpers during the respective 180 and/or 65 service days provided for in this paragraph.

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

(h) Apprentices shall not until the last two service periods of 180 days each of their apprenticeship, be allowed to work on night shifts nor to work overtime.

(i) Apprentices shall not work on autogenous welding processes until they are in the last two service periods of their apprenticeship.

(j) If an apprentice is retained in the service as a mechanic, upon completion of his apprenticeship, he shall be paid not less than the rate established for mechanics of his craft, and his seniority will be as of the date his pay starts as a mechanic.

(k) Preference will be given to sons of employes in the selection of regular apprentices.

(Revised effective September 1, 1949).

APPLICANTS FOR EMPLOYMENT

Rule 44. Applicants for employment may be required to take physical examination, at the expense of the Company, to determine their fitness to perform the service required in their craft or class. They may also be required to make a statement showing address of relatives, necessary four years' experience, and name and address of last employer.

DRINKING WATER — HEATING — SANITATION

Rule 45. Sanitary drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and wash rooms will be kept in a clean, dry and sanitary condition. Shops, locker rooms and wash rooms will be lighted and heated, in the best manner possible, consistent with the source of heat and lights available at the point.

PERSONAL INJURIES

Rule 46. Employes injured while at work are required to make a detailed written report of the circumstances of the accident, as soon as they are able to do so, after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employes shall be permitted to return to work as soon as they are able to do so, without signing a release, pending final settlement of the case. All claims for personal injuries shall be handled with the Personal Injury Claim Department.

NOTICES—POSTING

Rule 47. A place will be provided inside all shops, roundhouses, and in train yards, where proper notices of interest to employes may be posted by the committee. Permission to post such notices will be obtained from the officer in charge.

TRANSPORTATION

Rule 48. (a) General Committees representing employes covered by this agreement, will be given the same consideration in the issuance of transportation as is granted general committees representing employes in other branches of the service.

(b) Employees covered by this Agreement and those dependent upon them for support, will be given the same consideration in the issuance of transportation as is granted other employees in the service.

(c) Employees on furlough account reduction in expenses who desire to seek employment elsewhere will, consistent with pass regulations and period of service, upon application, be furnished with transportation to any desired point on the System (and return, when called back) when not contrary to State or National laws, or pass regulations.

PROTECTION OF EMPLOYES

Rule 49. (a) Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

(b) When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts shall be cleaned, before mechanics and apprentices are required to work on same. This will also apply to cars undergoing general repairs. Employees (other than operators) will not be assigned to jobs where they will be exposed to sand blast and paint or distillate blowers while in operation. Operators of such blowers to be provided with necessary protective devices.

(c) Oxy-acetylene or electric welding or cutting will be shielded by a suitable screen, when necessary for the protection of other employes.

(d) Employees who have been working on hot work, will not be required to work on cold work, until allowed sufficient time to cool off.

(e) Employees required to work under cars or locomotives, will protect themselves with proper signals. When the nature of the work to be done requires, locomotives and passenger train cars, will be placed over a pit, if available.

(f) Trains or cars while being inspected or worked

on by train yard employees, will be protected by blue flag by day and blue light by night, which will not be removed, except by the workmen placing same. (See Transportation Department Rule 26).

(g) Where practicable, cleaning locomotives by steam, or any cleaning solvent applied with spray, will be handled outside of roundhouse or shop.

(h) Where shops and roundhouses are not now equipped with connections for taking steam from engines, arrangements will be made to equip them so that steam from locomotives will not be blown off inside the house; in the meantime when boilers in shops or roundhouses are being blown off, a suitable muffler will be attached.

(i) All engines will be placed under smoke jacks in roundhouses where practicable, when being fired up.

(j) Oxy-acetylene welding or cutting operators will be furnished with helper when necessary, or when it is essential for personal safety.

(k) When necessary to send oxy-acetylene welder or cutter or electric operator out of the shop in cold weather, he will be allowed ample time to dry off before being sent out.

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

(m) Tools and equipment will be kept in safe working condition.

HELP TO BE FURNISHED

Rule 50. Craftsmen and apprentices will be furnished sufficient competent help when needed in connection with their work. Employees who are classified as helpers for a specific craft, if available will be used, when necessary to help craftsmen and their apprentices of the specific craft.

ELECTRIC LIGHT CORDS AND GLOBES

Rule 51. At shops and roundhouses equipped with electricity, electric light globes and extensions will be kept in tool room available for use; employees will use them carefully and return to tool room when

through with them. Except in emergencies no changes or repairs will be made in electrical fixtures other than by electrical repairmen.

RUNNING REPAIRS AND SHOP WORK LOCOMOTIVES AND FREIGHT CARS

Rule 52. Forces assigned to running repairs, will not be required to work on shop work at points where shop work forces are maintained, except when there are not sufficient running repairs to keep them busy.

Shop forces assigned to locomotives and freight cars, will not be used to perform running repair work, except when the regularly assigned running repair forces are unable to get engines and/or freight cars out in time to prevent delay to train movements.

Shop work on locomotives is defined as including all work which cannot be handled within five (5) days inclusive by the regularly assigned running repair forces maintained at the point where the work is performed.

Shop work on freight cars is defined as including freight cars placed on repair tracks, except when work performed on freight cars in train yards and on cars under load, or empty cars in transit for special loading placed on repair tracks, will be considered as running repairs.

Note: When it is necessary to have shop work forces perform work in connection with running repairs, such work will be considered shop work.

(Effective November 1, 1944).

CHECKING IN AND OUT

Rule 53. Punching of time clocks will be required only at beginning of shift.

Employees will make out their service cards during working hours.

Employees will be required to check out when leaving Company property during working hours, exclusive of meal period.

Employees will deposit their service cards at a designated convenient place.

CABLE SPLICING

Rule 54. Employees when splicing cables, will be paid not less than the rate for that service as shown in the wage schedule, subject to the provisions of Rule 18.

OPERATING MACHINES PUNCHING TIE PLATES

Rule 55. Boilermaker helpers, blacksmith helpers, or carmen helpers may be used to operate machines punching tie plates. The operator selected for this work, shall be of the craft assigned to the department where machine is located. The rate of pay for this work, will be the rate shown in the wage schedule, subject to the provisions of Rule 18.

MACHINISTS' SPECIAL RULES

RULE 56

QUALIFICATIONS

Any man who has served an apprenticeship or has had four years' experience at the machinists' trade and who by his skill and experience with or without drawings, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, and competent to do sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.

RULE 57

CLASSIFICATION OF WORK

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

RULE 58

MACHINIST HELPERS

Sec. 1. Helpers' work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders,

power hack and cutting off saws, repairs to belting including lacing; attending tool room, machinery oiling, locomotive oiling, rod cup filling and pressure greasing, box packing, applying and removing trailer and engine-truck brasses in connection with roundhouse service; assisting in dismantling locomotives and engines; connecting or disconnecting all couplings between engine and tender and locomotive tender and draft rigging work except when performed by carmen, and all other work generally recognized as helpers' work.

DIFFERENTIAL HELPERS

Sec. 2. When machinist helpers are assigned to perform the following work they will receive six (6) cents per hour above the rate paid helpers for more than one year's service.

Applying and removing engine and trailer journal bearings, including box and cellar packing and oiling in connection with roundhouse service, operating car brass boring machines and wheel presses (on car, engine truck and tender truck wheels).

(Revised effective September 1, 1949).

RULE 59

MACHINIST APPRENTICES—SCHEDULE OF WORK

Apprentices will serve six (6) periods of 130 days of service each, on machines and special jobs; they will not be required to work more than eighty-five (85) service days on any one machine or special job. During the last four (4) service periods of 130 service days each of their apprenticeship they shall work not less than two (2) service periods of 130 service days each on the floor.

Note: Unless an apprentice desires to learn autogenous welding processes it will not be necessary to train him in that branch of the trade. If an apprentice desires to learn autogenous welding processes, he may on application subject to Rule 43 (i), be permitted to work not to exceed eighty-five (85) service days on such processes unless otherwise agreed to between local officials and local committee; however, in no case shall an appren-

tice be permitted to work in excess of one (1) service period of 180 service days on such processes.

(Revised effective September 1, 1949).

RULE 60

DIFFERENTIALS FOR MACHINISTS

(a) At points or on shifts where there are ordinarily 15 or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in connection with other machinists' work and will be allowed six cents (6¢) per hour above the machinists' minimum rate at the point employed.

(b) At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to Federal reports, they will be paid six cents (6¢) per hour above the machinists' minimum rate at the point employed for the days on which such inspections are made.

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

(d) Machinists at General and Division Shops, who are regularly assigned to laying out or valve setting will be allowed six cents (6¢) per hour above the machinists' minimum rate paid at the point employed.

(e) Machinists at General and Division Shops and at the following roundhouses: El Paso, Tucson, Taylor, Alhambra, Bakersfield, Bayshore, Mission Bay, West Oakland, Tracy, Roseville, Dunsmuir, Sparks, Ogden, Eugene and Brooklyn, who are not regularly assigned to valve setting, if required to set valves will be allowed six cents (6¢) per hour above the machinists' minimum rate paid at the point employed subject to the provisions of Rule 18.

(Revised effective September 1, 1949).

BOILERMAKERS' SPECIAL RULES

RULE 61

QUALIFICATIONS

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

RULE 62

CLASSIFICATION OF BOILERMAKERS' WORK

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

RULE 63

BOILERMAKER HELPERS

Sec. 1. Helpers' work shall consist of helping Boilermakers, their apprentices, boiler washers, brickmen, operating drill presses, staybolts and radial cutters in boiler shop. Operating punches and shears (cutting bar stock and scrap), flue cutting machines (cutting to length), sand blasting machines, sand-blasting, heating rivets (except when performed by apprentices), holding on rivets and staybolts, striking chisel bars, side sets, and backing out punches, attending tool room in boiler shop, scaling boilers and drums, opening and closing front end doors and all other work generally recognized as boilermakers helpers' work.

DIFFERENTIAL HELPERS

Sec. 2. Boilermaker helpers assigned to perform the following work shall receive six cents (6¢) per hour above the rate paid helpers for more than one year's service: operators of drill presses drilling heavy sheets, tube and flue holes; drilling tell tale holes, helping flangers and helpers designated as boiler washers.

BRICKMEN

Sec. 3. Boilermakers' helpers regularly assigned as brickmen to install, rebuild, and repair brick work, (except cleaning fire boxes and removing brick), in furnaces (in Boiler Shop), locomotives and stationary boilers at the following points:

El Paso General Shops, El Paso Roundhouse, Tucson, Los Angeles General Shops, Alhambra, Taylor, Bakersfield, Bayshore, Mission Bay, West Oakland, Tracy, Sacramento General Shops, Sacramento Roundhouse, Roseville, Dunsmuir, Sparks, Ogden, Eugene and Brooklyn, will be allowed eighteen (18¢) per hour above rate paid helpers for more than one year's service.

(Revised effective September 1, 1949).

See page 91.

RULE 64

PROTECTION FOR BOILERMAKERS, THEIR APPRENTICES AND HELPERS

(a) Employees will not be required to work on boilers or tanks, while electric or other welding processes are in use or when tires are being heated, or oil blowers are in operation, unless adequate protection is provided.

(b) When renewing, removing or replacing flue sheets, door sheets, side sheets, or crown sheets, by means of oxy-acetylene or other cutting and welding processes, such portion of the ash pan wings, fire pans and grates as interfere with the operator, will be removed. Dome caps will be removed and front ends opened up, if necessary for adequate ventilation.

(c) Boilers will have steam blown off and be sufficiently cool before employees are required to work in fire boxes or front ends; blowers will be used when necessary.

(d) Fire boxes, front ends and ash pans will be properly cleaned out, before boilermakers or apprentices are required to work in them.

(e) When tapping and/or reaming is done in fire boxes, a sleeve will be placed over the tap and/or reamer for the protection of other employees working in the fire box.

(f) When rivets are being cut off or backed out, a barrier or necessary help will be furnished to protect the employees.

RULE 65

LONG STROKE HAMMER—DOUBLE GUN WORK

(a) Two boilermakers, or one boilermaker and a competent regular apprentice with at least two (2) years' experience, or one boilermaker and a helper apprentice with at least one (1) years' experience as helper apprentice, will be used to operate a long stroke hammer, that is, an air hammer capable of driving staybolts or rivets five-eighths inch diameter or larger, or of expanding flues or tubes. Double-gun work will not be permitted. The use of air jacks and hammer-type holders-on does not constitute double-gun work.

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

RULE 66

BOILERMAKER APPRENTICES— SCHEDULE OF WORK

The following schedule for regular apprentices, showing the division of time on the various classes of work, is designed as a guide, and will be followed as closely as conditions will permit:

First 180 service day period—Heating rivets and helping boilermakers.

Second 180 service day period—Tank repairing and sheet-iron work.

Third 180 service day period—Rolling flues and ash pan work.

Fourth 180 service day period—Staybolts and setting flues.

Fifth and Sixth 180 service day period—General boiler work.

Seventh 180 service day period—Electric or oxy-acetylene welding.

Eighth 180 service day period—Laying out and flanging.

Helper apprentices will start on third service period classification of work.

(Revised effective September 1, 1949).

RULE 67

SPECIAL SERVICES

Flange turners, layers-out, and fitters-up shall be assigned in shops where flue sheets, half side sheets or fire boxes are flanged, removed and applied. One man may perform all these operations where the service does not require more than one man. If not fully engaged on the above work, these employees may be assigned to any work of their craft.

Boiler inspectors—staybolt inspectors will be assigned to all points where monthly staybolt and

boiler inspection of 15 or more engines is required. When such employes have no inspection work to perform, they may be assigned to other boilermakers' work.

RULE 68

DIFFERENTIALS FOR BOILERMAKERS

Boilermakers assigned as boiler inspectors, also flangers, layers-out, fitters-up and autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid boilermakers at the point employed.

At points or on shifts where no inspector is assigned and boilermakers are required to inspect boilers, they will be paid six cents (6¢) per hour above the boilermakers' minimum rate at the point employed for the days on which such inspections are made.

(Revised effective September 1, 1949).

BLACKSMITHS' SPECIAL RULES

RULE 69

QUALIFICATIONS

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

RULE 70

CLASSIFICATION OF WORK

Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering, spring making, tempering and repairing, potashing, case and bichloride hardening; flue welding under blacksmith foreman; operating furnaces for hammermiths working material six (6) inches in diameter its equivalent or over, bull-dozers, forging machines, drop-forging machines, bolt machines and Bradley hammers; all welding or building up of frogs, switch points, cross overs, puzzle switches and low rail joints (in shops); hammermiths, drop-hammermen, trimmers, rolling mill operators; operating punches and shears doing shaping and forming in connection with blacksmiths' work; oxy-acetylene, thermit and electric welding on work generally recognized as blacksmiths' work; shipyard blacksmiths' work, and all other work generally recognized as blacksmiths' work.

RULE 71

BLACKSMITH HELPERS

Sec. 1. Helpers' work shall consist of helping blacksmiths and their apprentices. Operating steam hammers, punches and shears (cutting only bar stock and scrap), drill presses and bolt cutters. Straightening old bolts and rods (cold). Building fires. Lighting and operating furnaces, and other work generally recognized as blacksmith helpers' work. Heaters.

DIFFERENTIAL HELPERS

Sec. 2. Helpers working as heaters, heating material six (6) inches in diameter, its equivalent or

over in forge (not furnace) for hammersmith.

Sec. 3. Helpers, working as heaters, heating material four (4) inches in diameter, its equivalent or over for heavy fire blacksmith.

Sec. 4. Helpers working as heaters, heating material for four (4) inch forging machines or over.

Sec. 5. Helpers working with and helping hammersmiths working material six (6) inches in diameter, its equivalent or over.

Sec. 6. Helpers working with heavy fire blacksmiths, working material four (4) inches in diameter, its equivalent or over.

Sec. 7. Helpers working as hammer operators for hammersmiths or heavy fire blacksmiths.

RULE 72

BLACKSMITH APPRENTICES

Apprentices shall be given an opportunity to learn all branches of the trade and will not be kept on any one class of work longer than 130 service days, and will be given not less than 130 service days' experience on autogenous welding.

(Revised effective September 1, 1949).

RULE 73

HELPERS BUILDING FIRES

Blacksmith helpers and/or heaters required to prepare or build coal or coke fires, outside of their regular working hours, will be allowed thirty (30) minutes straight time for each fire built or furnace prepared (fire to be ready at starting time of shift). Helpers assigned to start oil or gas furnaces, outside their regular working hours, will be allowed one and one-half time for such service on the minute basis. Where service will permit, helpers (not heaters) will build fires.

RULE 74

FURNACE OPERATORS AND HEATERS

Blacksmiths will be assigned to operate furnaces, working material six (6) inches in diameter, its equivalent or over, and heating it for hammersmiths.

Helpers (classified as heaters) will be assigned to operate furnaces, used in connection with forging machines, four (4) inches or over.

Helpers (classified as heaters) will be assigned to heavy fires, heating material four (4) inches in diameter, its equivalent or over.

When heaters are necessary on other furnaces, helpers will be used.

RULE 75

BLACKSMITHS' DIFFERENTIALS

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

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

(c) Toolsmiths assigned as such and forging, repairing and tempering machine tools (not hand or track tools) will be allowed six cents (6¢) per hour above the blacksmiths' minimum rate at the point employed.

(d) Autogenous welders will be allowed six cents (6¢) per hour above the blacksmiths' minimum rate at the point employed.

(e) Blacksmiths working as heavy hammersmiths and working material fourteen (14) inches in diameter, its equivalent or over, will be allowed eighteen cents (18¢) per hour above the blacksmiths' minimum rate at the point employed.

(Revised effective September 1, 1949).

SHEET METAL WORKERS' SPECIAL RULES

RULE 76

QUALIFICATIONS

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

RULE 77

CLASSIFICATIONS OF WORK

Sheet metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards and buildings (except work performed by Maintenance of Way Department employes) and on passenger train cars and engines of all kinds; the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron of 10 gauge and lighter, including brazing, soldering, tinning, leading, and babbitting, the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes; operating punch presses and power brake machines, the operation of babbitt fires; oxy-acetylene, thermit and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work. Shipyard sheet metal workers' work.

RULE 78

SHEET METAL WORKERS' HELPERS

Sec. 1. Helpers' work shall consist of helping sheet metal workers and their apprentices. Operating drill presses (plain drilling on sheet metal workers' work) and other work generally recognized as sheet metal worker helpers' work.

DIFFERENTIAL HELPERS

Sec. 2. Charging or regassing passenger train cars (see note). Lining car and tender journal bearings at Sacramento General Shops.

Note: Charging or regassing passenger train cars with gas, except Butane gas and gasoline. Checking and recording amount of gas in holder and the amount of gas supplied to the holder. Testing filling and shut off valves, also gas holders for leaks. Checking lamps for defective mantles and applying mantles, checking lamp bowls, test each lamp for burning qualities, making adjustments when required, reporting defects discovered to supervisor.

RULE 79

PROTECTION OF EMPLOYES

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

RULE 80

SHEET METAL WORKERS' APPRENTICE SCHEDULE OF WORK

The following schedule for regular apprentices, showing the division of time on the various classes of work, is designed as a guide, and will be followed as closely as conditions will permit.

First 180 service day period—Helping.

Second 180 service day period—Light pipe work.

Third and Fourth 180 service day periods—Tinning, babbitting and brazing, laying out and forming.

Fifth and Sixth 180 service day periods—Engine and car work.

Seventh and Eighth 180 service day periods—General work, including 180 service days' experience on autogenous welding.

Helper apprentices will start on the third service period classification of work.

(Revised effective September 1, 1949).

RULE 81

DIFFERENTIALS FOR SHEET METAL WORKERS

Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid sheet metal workers at point employed.

(Revised effective September 1, 1949).

RULE 82

ROAD WORK

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

RULE 83

GENERAL RULES NOT APPLICABLE TO MOLDERS, WHEEL MOLDERS, THEIR HELPERS AND APPRENTICES

The following numbered general rules of this Agreement do not apply to molders, wheel molders, their helpers and apprentices, viz: Rules 2, 8, 10, 11, 12, 13, 14, 15, 16, 17, 22, 23, 30, 35, 36, 52 and 55. Rule 1 will not apply to wheel molders and their helpers.

MOLDERS' SPECIAL RULES

RULE 84

QUALIFICATIONS

Any man who has served an apprenticeship or had four (4) or more years' experience at the various branches of the trade, who is qualified and capable to form a mold, as in sand, in which a casting may be made shall constitute a molder.

RULE 85

CLASSIFICATION OF MOLDERS' WORK

Molders' work shall consist of floor, wheel and bench molding, core making, machine molding for brass, iron, steel, and aluminum castings; lining or preparing cupolas and furnaces; also all other work generally recognized as molders' work. Lining or preparing wheel and iron foundry receiving ladle and iron foundry transfer ladle with brick, shall be Melters' work.

RULE 86

WHEEL MOLDERS' QUALIFICATIONS

(a) Any man who has qualified as a molder in accordance with the provisions of Rule 84, shall constitute a wheel molder.

(b) Any wheel molder's helper holding seniority as such, who is in service in that capacity, and has had twelve (12) or more consecutive months experience as a wheel molder's helper, if capable to form a car wheel mold, and mold car wheels, shall in the order of seniority be eligible for promotion to perform car wheel molding, for which service he shall be paid no less than the journeyman molder's rate of pay. He will not accumulate any seniority as a molder while so employed, neither will he lose his seniority as a wheel molder's helper. In event of reduction in force of helpers who are performing car wheel molding, it shall be in the order of their seniority as wheel molder's helpers.

RULE 87

MOLDERS' HELPERS

Sec. 1. Molder helpers' work shall consist of helping molders, coremakers, melters and their apprentices. Preparing sand. Chipping, grinding, sandblasting, cleaning castings and removing cores. Pouring molds and shaking out. Lining or preparing all transfer and pour ladles except receiving ladle in wheel foundry and receiving and transfer ladles in iron foundry. Heating ladles. Charging cupolas and furnaces in brass foundry (not running metal). Loading scrap in brass foundry and all other work generally recognized as molder helpers' work.

DIFFERENTIALS FOR MOLDER HELPERS

Sec. 2. Differential molder helpers' work shall consist of pattern loft attendants, flask attendants, pit men. Wheel rollers and car brass checkers. Wheel and scrap breaker operators, charging cupolas, including loading scrap and coke in containers in wheel and iron foundries.

Sec. 3. Helpers assigned as lead helpers who work with, take the lead and direct the work of helpers, will be allowed a differential of six cents (6¢) per hour above the highest rate paid helpers they so direct.

(Revised effective September 1, 1949).

RULE 88

MOLDER APPRENTICES—SCHEDULE OF WORK

The following schedule showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as conditions will permit:

	Helper Apprentice (No. of Service Days)	Regular Apprentice (No. of Service Days)	
1st	65	130	Core room (Iron Foundry)
Next	195	260	Molding (Iron Foundry)

Next	65	180	Core room (Brass Foundry)
Next	195	260	Molding (Brass Foundry)
Next	65	65	At Furnace (Iron & Wheel Foundry)
Next	65	65	At Furnace (Brass Foundry)
Next	130	180	General Molding

(Revised effective September 1 1949).

RULE 89

SPECIAL RULES APPLICABLE ONLY TO MOLDERS, WHEEL MOLDERS, THEIR HELPERS AND APPRENTICES

The following numbered Special Rules apply only to molders, wheel molders, their helpers and apprentices, viz: Rules 90, 91, 92, 93 and 94.

RULE 90

BASIS OF PAY

(a) Employes working in the brass, iron and steel foundries (except wheel molders and their helpers, working on the floor in wheel foundry), shall be paid on an hourly rate basis.

(b) Wheel molders and their helpers working on the floor in the wheel foundry, will be paid on the basis of the number of wheels manufactured which meet the standard specifications. Such wheel molders will be paid for actual time worked (except when making up their wheel losses), not less than the hourly rate shown in wage schedule for Journeymen Molders; and such wheel molders' helpers will be paid for actual time worked (except when making up their wheel losses), not less than the hourly rate as shown in wage schedule for molder helpers.

RULE 91

SHIFTS—STARTING TIME

There may be one, two, three or more shifts employed. The starting time of any shift shall be ar-

anged by agreement between the local officers and employees' committee, based an actual service requirements.

RULE 92

MEAL PERIOD

(a) Meal period shall be allowed between the ending of the third (3rd) hour and the beginning of the seventh (7th) hour, after starting work, unless otherwise agreed between the local officers and the employees' committee.

(b) If meal period is not afforded within the allowed or agreed time limit and is worked, the meal period or any portion thereof which is worked, will be paid for at the straight time rate and thirty (30) minutes with pay in which to eat, shall be afforded at first opportunity.

RULE 93

REPORTING FOR WORK

Employees regularly required to report for work, who report and work but later on the same day, an emergency arises (such as charger fails to work and the like), that will not permit finishing and bringing the heat down, will be paid for actual time worked on such days. Employees working on floor in wheel foundry, will quit work upon instructions of foreman and no compensation will be allowed until wheels are cast.

RULE 94

WORKING WHILE FOUNDRY CLOSED

When a foundry, any department or subdivision thereof, is closed down, due to breakdown in machinery, floods, fires and the like, or it is necessary to reline cupolas, furnaces, ladles and spouts, or to clean castings and wheels, necessary men may be used, at the rate applicable to the service, straight time for regular hours and overtime for overtime hours.

ELECTRICAL WORKERS' SPECIAL RULES

RULE 95

QUALIFICATIONS

Any man who has served an apprenticeship or had four (4) years' practical experience in electrical work and is competent to execute same to a successful conclusion within a reasonable time, shall constitute an electrician.

An electrician will not necessarily be an armature winder.

RULE 96

CLASSIFICATION OF ELECTRICIANS' WORK

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment; all electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers and starting compensators; inside and outside wiring of steam and electric locomotives, passenger trains, motor cars, electric tractors and trucks, shipyard electricians' work and all conduit work in connection therewith. Operators of battery charging plants. Electric crane operators for cranes of 40-ton capacity or over. Inside and outside wiring at shops, buildings, yards, and on structures and all conduit work in connection therewith; cables, cable splicers, high tension power house and substation operators, high tension lineman (except work regularly performed by Maintenance of Way Department employees). All other work generally recognized as electricians' work.

RULE 97

CLASSIFICATION OF ATTENDANTS— ELECTRIC CRANE OPERATORS

(a) Men employed as generator attendants, motor attendants, (not including water service motors), and substation attendants who start, stop, oil and keep

their equipment clean and change and adjust brushes for the proper running of their equipment, power switchboard operators.

(b) Electric Crane Operators for cranes less than 40-tons capacity.

Note: At shops where there is not sufficient work to justify an assigned electric traveling crane operator, a competent employe of the craft, if available, will be used to operate the electric traveling crane and will be paid the rate for that service as shown in wage schedule, subject to the provisions of Rule 18.

RULE 98

ELECTRICIANS' HELPERS

Helpers' work shall consist of helping electricians and their apprentices. Blowing out, cleaning and/or oiling and lubricating generators, motors, transformers, battery boxes, fans, compressors, speed controls, V-belt drives and other apparatus (except air ducts of air conditioning equipment on passenger train cars). Oiling and packing motor axle bearings

on electric and/or gas electric motor cars. Tearing down, cleaning and flushing batteries. Charging batteries when on cars.

RULE 99

REGULAR APPRENTICE SCHEDULE OF WORK

Apprentices shall be given an opportunity of learning all branches of the trade. The various classes of work are designed as a guide and will be followed as closely as the conditions will permit:

First and Second 180 service day periods—Working with electricians making minor repairs.

Third 180 service day period—Locomotive head-light work.

Fourth and Fifth 180 service day periods—Car lighting department.

Sixth 180 service day period—Armature winding.

Seventh and Eighth 180 service day periods—General electric work.

Helper apprentices will serve one 180 service day period on first four classifications of regular apprentices' schedule and two 180 service day periods on general electric work.

(Revised effective September 1, 1949).

RULE 100

PROVIDING BOOTS, GLOVES AND APRONS

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

RULE 101

ELECTRICIANS' DIFFERENTIALS

(a) At points where there are ordinarily 15 or more electric locomotives (including gas-electric cars), given insulation dielectric tests, or a visible insulation and electrical connection inspection each month, if electricians are required to swear to Federal reports covering such tests and inspection, and electrician (Federal Inspector), will be assigned to handle this work, in connection with other electricians' work and will be allowed six cents (6¢) per hour above the electricians' minimum rate at point employed.

(b) At points or on shifts where no Federal Inspector is assigned, if electricians are required to make the tests and inspections described in Paragraph (a) of this rule, and swear to Federal reports, they will be allowed six cents (6¢) per hour above the electricians' minimum rate at point employed for the days on which such tests and inspections are made.

(c) Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid electrical workers at point employed.

(Revised effective September 1, 1949).

CARMEN'S SPECIAL RULES

RULE 102

CARMEN'S DEFINITION

The term "carmen" includes passenger and freight carmen, flaskmakers, locomotive carpenters, planing mill mechanics, patternmakers, painters, tender truckmen and upholsterers, and the following ship yard classifications: Ship carpenters, joiners, painters, caulkers, planing mill mechanics, canvasmen, riggers, steering gear riggingmen and fasteners.

RULE 103

QUALIFICATIONS

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

RULE 104

CLASSIFICATION OF WORK

Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars), painting, upholstering, and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, (except work generally recognized as bridge and building department work); carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing, and removing and applying wooden locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards; tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; drilling, reaming, tapping and the application of studs, bolts and rivets; operating punches and shears, doing shaping and forming; operating power brake machines, work done with hand forges and heating torches in connection with carmen's work; glazing, painting, varnishing, surfacing, decorating, lettering,

cutting of stencils and removing paint (not including use of sandblast machine or removing vats); all other work generally recognized as painters' work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in enginehouses; joint car inspectors, car inspectors, safety appliance and train car repairers; flangers, saw filers, derrick operator on relief outfit; oxy-acetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work and including the following classification in shipyard: Ship carpenters, painters, joiners, caulkers, planing mill mechanics, canvasmen, riggers, steering gear riggingmen and fasteners.

RULE 105

CAR INSPECTORS

Men assigned to inspecting cars must be carmen, able to speak and write the English language and have a fair knowledge of American Association of Railroads rules and safety appliance laws, and shall be subject to examination.

RULE 106

CARMEN HELPERS

Employees regularly assigned to help carmen and apprentices, employees engaged in cleaning and scrubbing the inside and outside of passenger coaches, preparatory to painting; removing of paint (except on passenger cars by burning or liquid remover), preparatory to painting; rubbing rough stuff and sand-papering undercoat on engines, tenders and passenger train cars; paint and cement spraying on freight cars (except finishing interior of cabooses and outfit cars); car oilers and packers; rebrassing of cars in connection with oilers' duties; cleaning journals; operators of bolt threaders, nut tappers, drill presses, punch and shear operators (cutting only bar stock and scrap); sand blasting machines and sand blasting; holding on rivets, heating rivets (except when performed by apprentices), striking chisel bars, side sets and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars; repairing steam and air hose; preparing and stripping work for upholsterers, in-

cluding cleaning and washing materials; using blow torches in connection with removal of rust or foreign matter from steel cars or tanks; assisting in erecting scaffolds, and all other work generally recognized as carmen helpers' work.

RULE 107.

CARMEN APPRENTICES SCHEDULE OF WORK

The following schedule showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as conditions will permit:

Helper Apprentices (No. of Serv- ice Days)	Regular Apprentices (No. of Serv- ice Days)	
260	390	General freight work, wood and steel
130	130	Air Brake work
130	130	Mill machine work (when work is available)
260	390	General Coach work, wood and steel

Where sufficient passenger car department work is not available without exceeding the regular ratio of apprentices in the passenger car department, apprentices will complete their apprenticeship in the freight car department.

Note: Unless an apprentice desires to learn autogenous welding processes it will not be necessary to train him in that branch of the trade. If an apprentice desires to learn autogenous welding processes, he may on application, subject to Rule 43 (1) be permitted to work not to exceed sixty-five (65) service days on such processes.

(Revised effective September 1, 1949).

RULE 108

PAINTER APPRENTICES SCHEDULE OF WORK

The following schedule showing the division of time on the various classes of work is designed as a guide

and will be followed as closely as conditions will permit:

Helper Apprentices (No. of Serv- ice Days)	Regular Apprentices (No. of Serv- ice Days)	
65	180	Rough painting and stenciling.
65	180	Paint stock room.
216	260	General brush work. Priming, surfacing, rubbing, puttying, sandpapering, color coats of passenger cars and locomotives. Varnishing.
216	260	Air spray painting. Cutting-in, lettering, varnishing, graining and stencil cutting. Grinding paint and mixing colors.
218	260	General painting, passenger cars and locomotives.

(Revised effective September 1, 1949).

RULE 109

TRAIN YARD—REPAIR TRACK WORK

Carmen assigned in train yards to make light running repairs, also safety appliance repairs, will not be required to perform work on established repair tracks, except when there is not sufficient work in train yard to fully occupy their time.

RULE 110

RECORDS

Car Inspectors and other carmen assigned in train yards, will not be required to take records of seals, commodities or destination of cars, where record clerks, yardmasters, agents or yard clerks are employed.

RULE 111

RELIEF OUTFIT CREWS

(a) Regularly assigned relief outfit crews will be composed of freight carmen. When freight carmen are not available, employees of any craft within the scope of this Agreement may be used.

(b) When relief outfit is called for derailments or accidents, outside of yard limits at home point, the regularly assigned crew, if available, will accompany the outfit.

(c) When relief outfit is called for derailments or accidents, inside the yard limits at home point, only the necessary number of regularly assigned crew will accompany the outfit.

RULE 112

ONE-MAN POINTS

A "one-man" point is an outlying point where there is employed one carman day, and one night, or where there is only one carman employed. Carmen stationed at one-man points shall be paid by the hour and under the rules governing running repair forces, except that the eight (8) hours constituting a day's work may be worked within a spread of ten (10) consecutive hours.

RULE 113

MISCELLANEOUS

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

RULE 114

CARMEN'S DIFFERENTIALS

(a) Carmen doing autogenous welding on passenger train car work, will be allowed six cents (6¢) per hour above the passenger carmen's minimum rate.

(b) Carmen doing autogenous welding on freight train car work or tender truckmen's work, will be allowed the passenger carmen's minimum rate.

(c) Patternmakers assigned as such will be allowed four cents and eight mills (\$.048) per hour above the passenger carmen's minimum rate.

(d) Carmen working on six-wheel tender trucks undergoing shop repairs, will be allowed four cents and eight mills (\$.048) per hour above the carmen's minimum rate subject to the provisions of Rule 18; this does not apply to running repairs, removing or replacing trucks under tenders.

(e) Saw filers at shops where such men are regularly assigned to this work, including the reconditioning of circular and band saws, will be allowed passenger carmen's minimum rate.

(f) A ship yard rigger working with other ship yard riggers may be required to work with, take the lead and direct the work of other ship yard riggers, in the performance of riggers' work.

A ship yard steering gear riggingman working with other steering gear riggingmen, may be required to work with, take the lead and direct the work of other ship yard steering gear riggingmen in the performance of ship yard steering gear riggingmen's work.

Employees who take the lead and direct the work as provided in Section (f) of this rule, will be allowed twelve cents (12¢) per hour above the carmen's minimum rate of pay.

(g) Flangers assigned to such, flanging by hand or on power brakes, will be allowed six cents (6¢) per hour above the carmen's minimum rate of pay.

(h) Employees assigned as shop car inspectors will be allowed six cents (6¢) per hour above the freight carmen's rate.

(Revised effective September 1, 1949).

RULE 115

COACH CLEANERS

(a) Coach cleaners' work shall consist of cleaning and scrubbing interior and exterior of passenger train cars, including blowing out of cushions and the use of

vacuum cleaners in connection with such work, also other work generally recognized as coach cleaners' work.

(b) Coach cleaners to be included in this agreement and will receive overtime as provided herein. Coach cleaners at outlying points may be worked eight (8) hours within a period of twelve (12) consecutive hours. They may be assigned to any other unskilled work during their eight-hour period of service.

ELECTRO-PLATERS, BUFFERS AND POLISHERS—SPECIAL RULES

RULE 116

ELECTRO-PLATERS' QUALIFICATIONS

Electro-Platers must understand the effect of and be capable of preparing various solutions used in electro-plating processes; must also know the kind and amount of current required for the various types of electro-plating and be capable of performing electro-plating, buffing and polishing in a mechanical manner.

RULE 117

CLASSIFICATION OF WORK

Electro-Platers, Buffers and Polishers work shall consist of plating, grinding, burnishing, buffing, polishing and lacquering metals, also other work generally recognized as Electro-Platers, Buffers and Polishers work.

Helpers promoted to Buffers and Polishers may be required to perform two years' service buffing and polishing, before being assigned to electro-plating.

RULE 118

ELECTRO-PLATERS BUFFERS AND POLISHERS RULE SECTION HELPERS

Electro-Platers, Buffers and Polishers Helpers work shall consist of cleaning and preparing metals, in connection with the work described in Rule 117, also assisting Electro-Platers, Buffers and Polishers.

RULE 119

HELPERS PROMOTION

Helpers may be promoted to Buffers and Polishers, in the order of their seniority, after serving four (4) service periods of 130 service days each as helpers. Helpers promoted will retain their helpers' seniority for 65 service days after promotion.

Note: The rules of this agreement applicable to apprentices will not apply in the Electro-Plating, Buffing and Polishing Department, except for apprentices in service in that

department on the effective date of this agreement and/or as may hereafter be agreed between local officers and local committee.

(Revised effective September 1, 1949).

RULE 120

Basic Hourly Rates of Pay applicable to the Employees and the Work, coming within the scope of this Agreement. (Revised effective November 1, 1956).

Rule Section	Miscellaneous	Rate—Cents Per Hour
54	Cable Splicers	\$2.278
55	Operating machines punching tie plates.....	2.062
Machinists		
57	Machinists	2.278
57	Engine Inspectors	2.278
57	Machinists (Cutters)	2.278
58	1 Machinist Helpers—	
	Less than one year's service..	1.966
	Over one year's service.....	2.002
58	2 Differential Machinist Helpers..	2.062
58	2 Wheel Press Operators.....	2.062
Boilermakers		
62	Boilermakers	2.278
62	Boilermakers (Cutters)	2.278
63	1 Boilermaker Helpers—	
	Less than one year's service..	1.966
	Over one year's service.....	2.002
63	2 Differential Boilermaker Helpers	2.062
68	8 Brickmen	2.182
Blacksmiths		
70	Blacksmiths	2.278
70	Blacksmiths (Cutters)	2.278
71	1 Blacksmith Helpers—	
	Less than one year's service..	1.966
	Over one year's service.....	2.002

Rule Section		Rate—Cents Per Hour
71	2 Helper (Heaters) (6 inch material).....	\$2.254
71	3 Helper (Heaters) (4 inch material).....	2.184
71	4 Helper (Heaters) (for 4 in. forging machines)....	2.062
71	5 Hammersmith Helpers	2.062
71	6 Heavy Fire Blacksmith Helpers	2.062
71	7 Hammer Operators	2.062

Sheet Metal Workers

77	.....	Sheet Metal Workers.....	2.278
77	.....	Sheet Metal Workers (Cutters)	2.278
78	1	Sheet Metal Workers' Helpers— Less than one year's service..	1.966
		Over one year's service.....	2.002
78	2	Differential Sheet Metal Workers' Helpers	2.062

Molders

85	.....	Molders	2.278
87	1	Molder Helpers— Less than one year's service..	1.966
		Over one year's service.....	2.002
87	2	Differential Molder Helpers.....	2.062

Electrical Workers

96	.....	Electricians	2.278
96	.....	Electric Crane Operators (40-ton or over).....	2.278
97	(a)	Attendants	2.230
97	(b)	Electric Crane Operators (less than 40-ton).....	2.230
98	.....	Electrician Helpers— Less than one year's service..	1.966
		Over one year's service.....	2.002

		Carmen		Rate—Cents
Rule	Section			Per Hour
104	Passenger Carmen	\$2.278	
104	Passenger Carmen (Air Brakemen)	2.278	
104	Passenger Carmen (Cutters)....	2.278	
104	Passenger Carmen (Painters)..	2.278	
104	Passenger Carmen (Upholsterers)	2.278	
104	Carmen (Flangers)	2.294	
104	Carmen (Operating Power Brake Machines—Flanging)..	2.294	
104	Car Inspectors (Passenger and Freight Cars).....	2.234	
104	Freight Carmen	2.234	
104	Freight Carmen (Air Brakemen)	2.234	
104	Freight Carmen (Cutters).....	2.234	
104	Freight Carmen (Tender Truckmen)	2.234	
104	Freight Carmen (Painters).....	2.234	
104	Derrick Operator (Relief Outfit)	2.234	
104	Carmen (Operating Power Brake Machines except Flanging)	2.234	
104	Passenger Carmen—Shipyard Classifications (Carpenters, Joiners, Caulkers and Painters)	2.278	
104	Freight Carmen—Shipyard Classifications (Canvasmen, Fasteners, Painters, Hulls, etc., Riggers and Steering Gear Riggeringmen)..	2.234	
106	Carmen Helpers— Less than one year's service..	1.966	
		Over one year's service.....	2.002	
115	Coach Cleaners— Less than one year's service experience	1.798	

One year's service experience	\$1.81
Two years' service experience	1.822
Three years' service experience	1.834

Electro-Platers, Etc.

117	Electro-Platers, Buffers and Polishers	2.278
118	Electro-Platers, Buffers and Polishers' Helpers— Less than one year's service..	1.968
	Over one year's service.....	2.002

Regular Apprentices—All Crafts—

1st period of 180 days.....	1.750
2nd period of 180 days.....	1.756
3rd period of 180 days.....	1.786
4th period of 180 days.....	1.816
5th period of 180 days.....	1.846
6th period of 180 days.....	1.870
7th period of 180 days.....	1.930
8th period of 180 days.....	2.026

Helper Apprentices—All Crafts—

1st period of 180 days.....	2.002
2nd period of 180 days.....	2.014
3rd period of 180 days.....	2.038
4th period of 180 days.....	2.062
5th period of 180 days.....	2.086
6th period of 180 days.....	2.110

Wheel Molders and Helpers

Basis of Pay for Wheel Molders in Wheel Foundry covered by Rule 90-B. Per Wheel	1.049
Basis of Pay for Wheel Molders' Helpers in Wheel Foundry covered by Rule 90-B. Per Wheel .....	.923
Wheel Roller .....	.02761

RULE 121

REVISION OF AGREEMENT

This Agreement supersedes prior agreements and shall become effective April 16, 1942, and shall remain in effect until changed under the provisions of the Railway Labor Act.

Signed at San Francisco, California, this 16th day of April, 1942.

VACATIONS

The certain agreement concerning vacations, dated at Chicago, Illinois, December 17, 1941, agreed supplements and interpretations thereto issued by proper authority, is included as a part hereof in accordance with Article 15 of that agreement, except that effective September 1, 1949, the number of vacation days for which an employe is eligible under any vacation rule shall be reduced by one-sixth.

If the qualifying period is expressed in days, the days shall be reduced by one-sixth; for example, 180 qualifying day requirements in the year 1949 for a vacation in 1950 shall be reduced to 151 days, thereafter such qualifying periods shall be 133 days. Qualifying years accumulated prior to the year 1949 for extended vacations shall not be changed.

(Effective September 1, 1949).

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

**(Signed)
GEO. McCORMICK
Gen. Supt. Motive Power**

**APPROVED:
(Signed)
J. G. TORIAN
Manager of Personnel**

FOR THE EMPLOYES:

**(Signed)
C. J. BORN
General Chairman,
International Association of
Machinists**

**(Signed)
E. B. ASHBROOK
General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders and
Helpers of America**

(Signed) O. B. DAILEY

**General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers and Helpers**

(Signed) WALTER B. ABBOTT

General Chairman,
Sheet Metal Workers' International
Association

(Signed) DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of Electrical
Workers

(Signed) FRED RIEHL

General Chairman,
Brotherhood Railway Carmen of
America

**This is a reprint of the Agreement of April 16,
1942, and contains certain revisions as noted herein.**

FOR THE COMPANY:

(Signed) K. K. SCHOMP

Manager of Personnel

FOR THE EMPLOYEES:

(Signed) J. G. BLACK

General Chairman
International Association of Machinists

(Signed) FRANK G. LUETHY

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) FRANK G. LUETHY

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers and
Helpers

(Signed) W. F. BLYTHE

General Chairman,
Sheet Metal Workers International
Association

(Signed) DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) M. A. CONTABILE

General Chairman,
Brotherhood Railway Carmen of
America

**San Francisco, California
April 19, 1957**

APPENDIX

(The inclusion of agreements, understandings and interpretations hereinafter reproduced is not to be construed as excluding, cancelling or superseding the original of these or other agreements, understandings and interpretations. Such other agreements, understandings and interpretations though not included herein, are continued in full force and effect).

MEMORANDUM OF AGREEMENT

In connection with and supplementary to the Motive Power and Car Departments Agreement which became effective April 16, 1942, it is recognized by the employees represented by System Federation No. 114, through their several General Chairmen and the Southern Pacific Company (Pacific Lines), that in and by said agreement, numerous changes have been made in the "Classification of Work" and other Rules under which men have heretofore been working, and a great deal of detail and description of the work has been eliminated, which may result in one craft or class requesting or contending for work that is being performed by another craft or class.

In recognition of the facts above recited, and in order to avoid confusion at the local points and provide an orderly determination of the items of work not specifically stated in the "Classification of Work" and other Rules of the several crafts, it is agreed that existing practices will be continued, unless and until otherwise decided by conference and negotiation between the General Chairmen involved, and the General Superintendent of Motive Power, for purpose of uniformly applying such decision wherever necessary on the railroad.

It is also agreed that the work specified and referred to in said Agreement means only such work as comes under the jurisdiction of the General Superintendent of Motive Power.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

GEO. McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYEES:

**(Signed)
C. J. BORN**

**General Chairman,
International Association of Machinists**

**(Signed)
E. B. ASHBROOK**

**General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America**

(Signed) O. B. DAILEY

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers and Helpers

(Signed) WALTER B. ABBOTT

General Chairman,
Sheet Metal Workers' International
Association

(Signed) DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) FRED RIEHL

General Chairman,
Brotherhood Railway Carmen of
America

MEMORANDUM OF AGREEMENT

In consideration of the reclassification to Mechanics' work of stripping and certain miscellaneous work which was performed by helpers and differential helpers in the machinists', boilermakers', and sheet metal workers' crafts under the terms of the following rules of the Agreement of April 1, 1936:

RULE 58—SECTION 3

Machinist Helpers

(a) Removing or replacing sand domes, bells and bell stands, stacks and stack saddles, running board and foot board brackets, grab irons (not riveted), hand rails and columns, smokebox steps (not fabricated), generator brackets, cast headlight brackets, air pumps, air drums and brackets, steel bumper beams, couplers and pockets, coupler rigging, cab brackets and braces, fire doors and frames. Stripping of locomotives (not running repairs). Adjusting shoes and wedges.

RULE 63—SECTION 2

Boilermaker Helpers

(b) Removing metal cabs, running boards, steel pilots, indicator lamp brackets, front ends, front end doors and wind sheets, replacing the foregoing if bolted (not riveted). Removing grab irons if riveted. Removing fire pans, ash pans, grates and grate rigging, front end netting, diaphragm plates and petticoat pipes. Removing rivets in mud rings, back heads and connecting seams.

RULE 77—SECTION 2

Sheet Metal Workers' Helpers

(c) Stripping of pipes and jackets. Removing and replacing hand rails and columns on locomotives. Removing from and applying asbestos lagging to boilers, cylinders, steam pipes, etc., it is agreed that concurrently with the Agreement effective April 16, 1942, the work described in the foregoing items (a), (b) and (c), will hereafter be performed by mechanics and helpers of the respective crafts. Mechanics will be furnished sufficient competent help to perform the work described.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

**GEO. McCORMICK
Gen. Supt. Motive Power**

FOR THE EMPLOYES:

**(Signed)
C. J. BORN**

**General Chairman,
International Association of Machinists**

**(Signed)
E. B. ASHBROOK**

**General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America**

(Signed) O. B. DAILEY

**General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers**

(Signed) WALTER B. ABBOTT

**General Chairman,
Sheet Metal Workers'
International Association**

(Signed) DENVER T. JOHNSTONE

**General Chairman,
International Brotherhood of
Electrical Workers**

(Signed) FRED RIEHL

**General Chairman,
Brotherhood Railway Carmen
of America**

MEMORANDUM OF AGREEMENT

In consideration of the change in the Sheet Metal Worker Helpers' classification of work rule in the revised Motive Power and Car Departments Agreement which became effective April 16, 1942, wherein reference to certain work mentioned in the agreement of April 1, 1936, has been eliminated, it is understood and agreed that Sheet Metal Worker Helpers will continue to perform the following work:

(a) Reclaiming and forming asbestos lagging, for which they shall be paid no less than the minimum helpers' rate of pay.

(b) Placing, fastening, tying and trimming dry waste, covering and wicking in spring pad lubricators, for which they shall be paid a differential of six cents (6¢) per hour above the rate paid helpers for more than one year's service.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

FOR	FOR THE EMPLOYES:
SOUTHERN PACIFIC	(Signed)
COMPANY	C. J. BORN
(Pacific Lines)	General Chairman, International Association of Machinists
(Signed)	(Signed)
GEO. McCORMICK	E. B. ASHBROOK
Gen. Supt. Motive Power	General Chairman, International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America
(Signed)	O. B. DAILEY
	General Chairman, International Brotherhood of Blacksmiths, Drop Forgers and Helpers
(Signed)	WALTER B. ABBOTT
	General Chairman, Sheet Metal Workers' International Association
(Signed)	DENVER T. JOHNSTONE
	General Chairman, International Brotherhood of Electrical Workers
(Signed)	FRED RIEHL
	General Chairman, Brotherhood Railway Carmen of America

(Revised effective September 1, 1949).

MEMORANDUM OF AGREEMENT

In consideration of the change in classification of work of mechanics and helpers in the carmen's craft, in the revised Motive Power and Car Departments Agreement which became effective April 16, 1942, wherein reference to certain work mentioned in classification rules of the agreement of April 1, 1936, has been changed or eliminated, it is understood and agreed the work specified below will be performed as follows:

(a) Freight Carmen will perform the work in connection with building, rebuilding and repairing steel tanks of tank cars, except as provided in Memorandum of Agreement "G" and when steel tank of tank cars are taken to boiler shop.

(b) Tender Truckmen will perform the following work on tenders: Laying out, applying, removing, replacing and repairing trucks, body and truck center and side bearings, couplers, coupler brackets and pockets, draft rigging and parts, applying, removing and replacing brake rigging, automatic train control brackets, drawbars, safety bars, safety chains, end sills and buffers, connecting and disconnecting couplings between engine and tender, changing tender wheels, applying, removing and replacing safety appliances, (not running boards), foot-board brackets, applying, removing and replacing water tanks of tenders, when not welded or riveted to tender under-frame.

(c) Freight car painters performing the following work: Brush and spray painting on passenger car parts below the body, including steps, handholds, platforms, gates and roofs, floors, seat pedestals and pipes inside of passenger cars; all locomotive and tender painting (except sides of cabs, including streamlined skirting and hoods of diesel locomotives, sides and back of tender tanks); spray painting on miscellaneous carts and trucks, (except with brush); applying car cement to passenger cars; stenciling underhangings and trucks of passenger cars, engines and tenders; shipyard painting on hulls, canvas decks, or other parts not painted with varnish paint; also removing paint and varnish from passenger train cars by burning or by liquid remover will be paid the freight carmen's rate of pay.

(d) It is agreed that carmen helpers will be permitted to perform the work of stripping all wood parts (not gas electric cutting) on freight cars for rebuilding or general repairs.

It is further agreed that carmen helpers will be permitted to unhook vestibule curtains, bleeding air reservoirs, uncoupling air brake, air signal and steam heat lines and closing valves in connection therewith at San Francisco and Oakland.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)
GEO. McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)
C. J. BORN
General Chairman,
International Association of Machinists

(Signed)
E. B. ASHBROOK
General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) **O. B. DAILEY**
General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed) **WALTER B. ABBOTT**
General Chairman,
Sheet Metal Workers'
International Association

(Signed) **DENVER T. JOHNSTONE**
General Chairman,
International Brotherhood of
Electrical Workers

(Signed) **FRED RIEHL**
General Chairman,
Brotherhood Railway Carmen
of America

MEMORANDUM OF AGREEMENT

In consideration of the change in classification of work of mechanics and helpers in various crafts in the revised Motive Power and Car Departments Agreement which became effective April 16, 1942, wherein reference to air conditioning work mentioned in classification rules of the agreement of April 1, 1936, has been eliminated, it is understood and agreed that work on air conditioning will continue to be performed as follows:

(a) The present practice of electrical workers testing and inspecting air conditioning equipment on passenger train cars will be continued. This shall not be construed as prohibiting mechanics of the various crafts from inspecting and testing parts in connection with their own work while in the process of making repairs.

(b) Sheet Metal Worker Helpers will clean and oil air duct filters on air conditioning equipment on passenger train cars.

(c) The present practice of removing and applying propane gas cylinders; cleaning of ducts, ice boxes, sumps, etc., will be continued.

The maintenance work will be handled by the various crafts according to classification of work rules and under the provisions of Rule 33 of said revised agreement.

In recognition of that fact and in order to avoid confusion at local points and provide orderly determination of the items of work not specifically mentioned in the classification of work rules of the several crafts, it is agreed existing practices will be continued unless and until otherwise decided by conference and negotiation between the General Chairmen involved and the General Superintendent of Motive Power for the purpose of uniformly applying such decision wherever necessary on the railroad.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
(Pacific Lines)**

(Signed)

GEO. McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)

C. J. BORN

General Chairman,
International Association of Machinists

(Signed)

E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) O. B. DAILEY

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed) WALTER B. ABBOTT

General Chairman,
Sheet Metal Workers'
International Association

(Signed) DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) FRED RIEHL

General Chairman,
Brotherhood Railway Carmen
of America

MEMORANDUM OF AGREEMENT

It is recognized by the employees represented by System Federation No. 114, through their several General Chairmen, and the Southern Pacific Company (Pacific Lines), that due to adoption of new classification Rule No. 97(a) for Electrical Workers, in the revised Motive Power and Car Departments Agreement which became effective April 16, 1942, the Power Plant Operators at Ogden, Sparks, Imlay and El Paso, will hereafter be classified as "Attendants", within the meaning of said Rule 97(a).

It is agreed that Stationary Engineers will also be classified as Attendants under Rule No. 97(a), at the following power plants: Sacramento General Shops, Los Angeles General Shops, West Oakland, Roseville, Klamath Falls, Brooklyn, Taylor and Bayshore; when such positions now within the scope of the Firemen's and Oilers' Agreement dated October 16, 1937, are, by consent of all parties, brought within the scope of that part of the Motive Power and Car Departments Agreement relating to Electrical Workers.

The work of such attendants includes operating main switchboards controlling the distribution of power, oiling and cleaning equipment, and where steam plant equipment is installed as part of the plant, their duties shall also include the operation of boilers, compressors, fuel equipment, pumps and other plant apparatus, and cleaning and packing valve stems and piston rods of plant machinery and making minor repairs necessary to maintain continuous service.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)

(Signed)
GEO. McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)
C. J. BORN

General Chairman,
International Association of Machinists

(Signed)
E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) O. B. DAILEY

**General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers**

(Signed) WALTER B. ABBOTT

**General Chairman,
Sheet Metal Workers'
International Association**

(Signed) DENVER T. JOHNSTONE

**General Chairman,
International Brotherhood of
Electrical Workers**

(Signed) FRED RIEHL

**General Chairman,
Brotherhood Railway Carmen
of America**

Memorandum "G"

MEMORANDUM OF AGREEMENT

Boilermakers will perform the work in connection with building, rebuilding and repairing steel tanks of tank cars at Los Angeles and Bayshore; including patching and other repairs ordinarily requiring 24 gang hours at other shops.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

**(Signed)
GEO. McCORMICK
Gen. Supt. Motive Power**

FOR THE EMPLOYEES:

**(Signed)
C. J. BORN
General Chairman,
International Association of Machinists**

**(Signed)
E. B. ASHBROOK
General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America**

**(Signed) O. B. DAILEY
General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers**

**(Signed) WALTER B. ABBOTT
General Chairman,
Sheet Metal Workers'
International Association**

**(Signed) DENVER T. JOHNSTONE
General Chairman,
International Brotherhood of
Electrical Workers**

**(Signed) FRED RIEHL
General Chairman,
Brotherhood Railway Carmen
of America**

MEMORANDUM OF AGREEMENT

1. In addition to apprentices ordinarily indentured at Bayshore, Los Angeles and Sacramento Car Shops—It is agreed that Carmen Apprentices may also be indentured at EL PASO and BROOKLYN Car Shops, under the following terms:
2. The ratio of Apprentices in Car Shops at El Paso and Brooklyn shall not be more than one (1) to every ten (10) mechanics, computed on the number of mechanics employed in each shop.
3. Apprentices at El Paso and Brooklyn Car Shops will, in so far as possible, be interchanged or transferred to Los Angeles General Shop, Sacramento General Shop or Bayshore Shops to secure passenger car work experience. Transfers to be made without expense to the Company.
4. Apprentices may also be transferred to and work with the regularly assigned Car Inspection forces for a period of 3 months in the last year of their apprenticeship. Such transfers are not to be regarded as increase in force.
5. Transfer of Apprentices will be arranged jointly by and between Local Managements and Local Committees at an appropriate time and for suitable period during the term of Apprenticeship.
Apprentices so transferred will hold and accumulate seniority rights only at the shop or seniority point where indentured as Apprentice.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

GEO. McCORMICK

Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)

C. J. BORN

General Chairman,
International Association of Machinists

(Signed)

E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) O. B. DAILEY

**General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers**

(Signed) WALTER B. ABBOTT

**General Chairman,
Sheet Metal Workers'
International Association**

(Signed) DENVER T. JOHNSTONE

**General Chairman,
International Brotherhood of
Electrical Workers**

(Signed) FRED RIEHL

**General Chairman,
Brotherhood Railway Carmen
of America**

VACATION AGREEMENT

PREAMBLE

This agreement is entered into between each of the carriers listed and defined in Appendices "A", "B", and "C", attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employees of said carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employees requests for vacations have been made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate agreement by and between and in behalf of each of said carriers and its said employees for whom such requests have been made.

This agreement is executed as a result of the recommendations of the Emergency Board appointed by the President of the United States, September 10, 1941, and its report dated November 5, 1941, respecting the vacation with pay dispute, mediation proceedings between the parties with the participation and assistance of the Emergency Board and its supplementary report of December 5, 1941.

ARTICLES OF AGREEMENT

1. Effective with the calendar year 1942, an annual vacation of six (6) consecutive work days with pay will be granted to each employee covered by this agreement who renders compensated service on not less than one hundred sixty (160) days during the preceding calendar year.

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

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

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this agreement shall be construed to also include the

occupations hereafter named—Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, countermen, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceeding 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 preceeding the vacation during which he performed service.

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

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

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

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates.

However, not more than the equivalent of twenty-five percent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

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

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

12. (a) Except as otherwise provided in this agreement carrier shall not be required to assume greater be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision 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.

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.

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

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

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

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

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

17. The counter request of the Western Carriers made in May, 1940, for a ten per cent reduction in the existing rates of pay of certain employees, as such carriers and employees are designated in Appendix "B" attached hereto is hereby withdrawn.

SIGNED AT CHICAGO, ILLINOIS, This 17th Day of December, 1941.

(Signatures not herein reproduced).

INTERPRETATION NO. 1
TO
RULE 3 (a)
OF THE
MOTIVE POWER AND CAR DEPARTMENTS
AGREEMENT
BETWEEN
SOUTHERN PACIFIC CO. (Pacific Lines) AND
SYSTEM FEDERATION NO. 114
EFFECTIVE APRIL 16, 1942

Paragraph (a) of Rule 3 reads in part as follows:

....."where three shifts are employed, the meal period shall be twenty minutes without loss of time."

It is agreed the above quoted part of paragraph (a) of Rule 3 will also apply as follows. To-wit:

- (a) When employees who are regularly assigned in the Locomotive shops (including drop pit), Car Shops and on Repair tracks are required to perform work in roundhouses or train yards where three shifts are employed to augment the regular forces in roundhouses and train yards, they will be allowed the twenty minute lunch period without loss of time only under the condition when sent to roundhouses or train yards at start of their shift and/or before their regular lunch period.
- (b) It is further agreed that employees as under (a) shall perform seven hours and forty-minutes work within a spread of eight hours from the start of their shift before going off duty.

Dated at San Francisco, April 17, 1942.

FOR THE COMPANY: FOR THE EMPLOYES:

(Signed)

GEO. McCORMICK

Gen. Supt. Motive Power

(Signed)

E. B. ASHBROOK

President,
System Federation No. 114

(Signed)

FRED RIEHL

Sec.-Treas.
System Federation No. 114

INTERPRETATION NO. 1
TO
RULE 19(a)
OF THE
MOTIVE POWER AND CAR DEPARTMENTS
AGREEMENT
BETWEEN
SOUTHERN PACIFIC CO. (Pacific Lines) AND
SYSTEM FEDERATION NO. 114
EFFECTIVE APRIL 16, 1942

1. Paragraph (a) of Rule 19 reads in part as follows:

"Applications must be made in writing to official in charge, a copy to be given Local Chairman by applicant."

It is agreed the above quoted part of Paragraph (a) of Rule 19 shall be interpreted and applied as follows, to-wit:

Foreman in charge and Local Chairman will compare applications which each receive; if it is found that employe did not comply with the rule herein quoted, the application will be treatd as void and of no effect.

2. This interpretation may be terminated upon thirty (30) days' written notice of desire to cancel when served by either party signatory hereto, upon the other.

This interpretation becomes effective April 16, 1942.

Dated at San Francisco, Calif., April 17, 1942.

FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)

(Signed)

GEO. McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYES:

(Signed)
E. B. ASHBROOK

President
System Federation No. 114

(Signed)
FRED RIEHL

Sec.-Treas.
System Federation No. 114

MEMORANDUM OF AGREEMENT

(Steel Carmen)

(1) Rule 32 of the Motive Power and Car Departments Agreement effective April 16, 1942, between the Southern Pacific Company (Pacific Lines) and System Federation No. 114, eliminates reference to separate seniority rosters for "Steel Carmen" at Sacramento, Los Angeles and El Paso General Shops and at Bayshore Division Shops.

(2) It is hereby agreed that effective April 16, 1942, at the shops specified above the seniority of "Steel Carmen" and "Other Carmen" will be indicated on one seniority roster, namely, "Other Carmen".

(3) It is further agreed that this merging of seniority rosters will not permit the individuals involved to exercise their seniority except as provided for in Rules 19 and 29 of the Agreement dated April 16, 1942.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

GEO. McCORMICK

Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)

FRED RIEHL

**General Chairman,
Brotherhood Railway Carmen
of America**

MEMORANDUM OF AGREEMENT

(Tender Truckmen and Helpers)

1. Rule 82 of the Motive Power and Car Departments Agreement effective April 16, 1942, between the Southern Pacific Company (Pacific Lines) and System Federation No. 114, eliminates reference to separate seniority rosters for "Tender Truckmen" and "Tender Truckmen Helpers".

2. It is hereby agreed that "Tender Truckmen" and "Tender Truckmen Helpers" indicated on seniority rosters as such on the date of April 16, 1942, will continue to be carried on seniority rosters as "Tender Truckmen" and "Tender Truckmen Helpers", and while so indicated they shall not be subject to displacement by Carmen and Carmen Helpers on their present assignments.

3. It is further agreed while employees are indicated on seniority rosters as "Tender Truckmen" and "Tender Truckmen Helpers", they shall have preference over Carmen or Carmen Helpers in filling new or vacant positions of Tender Truckmen and Tender Truckmen Helpers.

4. Except as provided in Item 3, new or vacant positions of Tender Truckmen and Tender Truckmen Helpers, will be filled by Carmen or Carmen Helpers.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

GEO. McCORMICK

Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)

FRED RIEHL

**General Chairman,
Brotherhood Railway Carmen
of America
System Federation No. 114**

MEMORANDUM OF AGREEMENT

(Brickmen)

(1) An Agreement effective April 16, 1942, between the Southern Pacific Co., (Pacific Lines) and System Federation No. 114, Railway Employees Department, American Federation of Labor, Mechanical Section Thereof, composed of:

- (A) International Association of Machinists,
- (B) International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America,
- (C) International Brotherhood of Blacksmiths, Drop Forgers and Helpers,
- (D) Sheet Metal Workers' International Association,
- (E) International Brotherhood of Electrical Workers,
- (F) Brotherhood Railway Carmen of America, contains Rule 68, Section 3, which is as follows:

"Boilermakers' Helpers regularly assigned as brickmen to install, rebuild and repair brick work (except cleaning fire boxes and removing brick), (in furnaces), (in Boiler Shop), locomotives and stationary boilers at the following points: El Paso General Shops, El Paso Roundhouse, Tucson, Los Angeles General Shops, Alhambra, Taylor, Bakersfield, Bayshore, Mission Bay, West Oakland, Tracy, Sacramento General Shops, Sacramento Roundhouse, Roseville, Dunsmuir, Sparks, Ogden, Eugene and Brooklyn, will be allowed sixteen (16) cents per hour above boilermaker helpers' minimum rate",

whereas, the last agreement in effect immediately prior to April 16, 1942, between the parties herein referred to, included the following, in Section 2 of Rule 62:

"Repairing and rebuilding of brick work in furnaces and stationery boilers",

therefore it is agreed between the parties to this Memorandum of Agreement that:

(2) The following named employees who are employed in the occupations and at the locations named herein, viz:

SACRAMENTO GENERAL SHOPS

J. Vasti—Boilermaker

W. H. Williams—Molder Helper

LOS ANGELES GENERAL SHOPS

F. Liuzzi—Boilermaker Helper

EL PASO GENERAL SHOPS

H. Beck—Boilermaker

will continue to receive the 91¢ per hour rate of pay when they perform the work specified in item (1) as "Repairing and rebuilding of brick work in furnaces and stationary boilers," that they were assigned to perform prior to the date of April 16, 1942. Furthermore, in event any of the above named employes relinquish their assignment, in the future, the work herein specified will be performed by Boilermaker Helpers employed at the location involved, and at the rate of pay specified for such work in Section 8, Rule 62 of the Agreement dated April 16, 1942, subject to the provisions of Rule 18.

(3) It is further agreed that while the employes who are regularly assigned to the positions in question as of April 16, 1942, hold said positions, they shall continue to accumulate seniority in the classifications indicated opposite their names above, and their names and seniority dates shall be shown accordingly on their respective seniority rosters.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

GEO McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYES:

(Signed)

C. J. BORN

General Chairman,
International Association of Machinists

(Signed)

E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) O. B. DAILEY

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed) WALTER B. ABBOTT

General Chairman,
Sheet Metal Workers'
International Association

(Signed) DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) FRED RIEHL

General Chairman,
Brotherhood Railway Carmen
of America

MEMORANDUM OF AGREEMENT

(Cutters)

(1) In the revised Motive Power and Car Departments Agreement effective April 16, 1942, between the Southern Pacific Co., (Pacific Lines) and System Federation No. 114, Railway Employees Department, American Federation of Labor, Mechanical Section Thereof, composed of:

- (A) International Association of Machinists.
- (B) International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.
- (C) International Brotherhood of Blacksmiths, Drop Forgers and Helpers.
- (D) Sheet Metal Workers' International Association.
- (E) International Brotherhood of Electrical Workers.
- (F) Brotherhood Railway Carmen of America.

the following rules, to-wit: 57, 62, 70, 77 and 104 contain the following:

"— oxy-acetylene, thermit and electric welding —."

which covers operating cutting torches in connection with gas and electric cutting and heating of parts on work generally recognized as mechanics' work.

(2) It is agreed that Differential Helpers (Cutters) of the respective crafts designated in Section 1 of this Memorandum of Agreement have been assigned effective from April 1, 1936, to perform specific mechanics' work including, "Gas and electric cutting and heating of parts on work generally recognized as mechanics' work", under classification of work rules applicable to the craft.

(3) It is further agreed that Differential Helpers (Cutters) referred to in Section 2 will be allowed to perform "Gas and electric cutting and heating of parts on work generally recognized as mechanics' work", including mechanics' work specified in the classification of work rules and they shall hereafter be allowed the mechanics' minimum rate of pay applicable to the work in the craft and class performed.

(4) Differential helpers assigned to perform the work as provided in Section 2 of this Memorandum

of Agreement, will not accumulate any seniority as a mechanic, and will not be subject to displacement by mechanics of the respective crafts. Such differential helpers, while thus assigned will continue to hold and accumulate seniority as helpers in their respective crafts.

(5) It is further agreed that when the differential helpers, who are assigned to the work as of April 16, 1942, relinquish the positions, the work will be allocated to the mechanics of the respective crafts and performed in accordance with the classification of work governing said crafts.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

GEO. McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)
C. J. BORN

General Chairman,
International Association of Machinists

(Signed)
E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) O. B. DAILEY

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed) W. F. BLYTHE

General Chairman,
Sheet Metal Workers'
International Association

(Signed) DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) FRED RIEHL

General Chairman,
Brotherhood of Railway Carmen
of America
System Federation No. 114

MEMORANDUM OF AGREEMENT

(Steel Tanks of Tank Cars)

1. In consideration of the change in classification of work on "Steel Tanks of Tank Cars", referred to in Motive Power and Car Departments Agreement and Memorandum of Agreement "G" which both become effective April 16, 1942, it is understood that Memorandum of Agreement "G" provides that hereafter, Boilermakers and their Helpers at Los Angeles General Shops and Bayshore Shops will perform the work on steel tanks of tank cars.

2. It is also agreed that employees, namely, Steel Carmen and Carmen Helpers at Los Angeles General Shops and Bayshore Shops who are assigned as of April 16, 1942, to perform the work specified in Item 1, shall be allowed thirty (30) days from April 16, 1942, to render their decision in WRITING, to their foreman and with copy to Chairman of Local Committee, if they desire to continue in their present positions under the classifications of Boilermakers and Boilermaker Helpers, with seniority unimpaired, effective from date assigned to steel car work.

3. It is further agreed that Steel Carmen and Carmen Helpers referred to in item 2 who fail to render their decision in writing, within the time limit (30 days) specified herein, will be considered as desiring to continue their seniority as Freight Carmen and Carmen Helpers, and be assigned to work specified in Rules 104 and 106 in the Motive Power and Car Departments Agreement effective April 16, 1942.

Dated at San Francisco, April 17, 1942.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

GEO. McCORMICK
Gen. Supt. Motive Power

FOR THE EMPLOYES:

(Signed)

E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed)

FRED RIEHL

General Chairman,
Brotherhood Railway Carmen
of America
System Federation No. 114

San Francisco, Calif.
June 23, 1942

Mr. George McCormick
Gen'l Supt. of Motive Power
Southern Pacific Co. (PL)
65 Market Street
San Francisco, California

Subject: Jurisdiction applying and removing
draw bar pin bushings between engine and
tender.

Dear Sir:

It has been agreed between the undersigned that applying and removing of draw bar pin bushings between engine and tender is the work of machinists and, therefore, request that in accordance with the provisions of Memorandum "A" supplementary to the MP&C Dept. Agreement, effective April 16, 1942, the understanding hereby arrived at will be placed into operation in all shops throughout the Southern Pacific Company (Pacific Lines).

Yours truly,

(Signed) FRED RIEHL

General Chairman,
Joint Protective Board
Brotherhood Railway Carmen

(Signed) C. J. BORN

General Chairman, District 89
International Association of Machinists
System Federation No. 114
(Placed in effect July 28, 1942)

July 10, 1942.

Mr. E. O. Hawes, Sec.-Treas.,
System Federation No. 114 (A.F.L.),
915 Pacific Building,
San Francisco, California.

Dear Sir:

Referring to former Sec.-Treasurer F. Riehl's letter of June 16, 1942, in connection with verbal understanding we agreed upon concerning employes acting as Company witnesses in hearings and investigations during negotiations of the M.P.&C. Depts. Agreement revised, effective April 16, 1942.

This is to advise that when employes coming within the scope of the M.P. & C. Depts. Agreement, effective April 16, 1942, are acting as Company witnesses in hearings or investigations, outside of their regular hours of assignment, they shall be compensated in accordance with past practice.

Yours truly,

(Signed) GEO. McCORMICK

Gen. Supt. of Motive Power
Southern Pacific Company
(Pacific Lines)

San Francisco Calif.
September 8, 1942

Mr. B. M. Brown
General Supt. Motive Power
Southern Pacific Co., (Pacific Lines)
65 Market St.,
San Francisco, Calif.

Dear Sir:

The decisions attached hereto governing the fabrication of locomotive driving boxes, engine guide yokes, car and tender truck male center bearings and building up of various parts of locomotives with hard metal known by the trade name of Studite, have been jointly rendered by the International Association of Machinists and the International Brotherhood of Blacksmiths, Drop Forgers and Helpers under the provisions of the Agreement entered into between the organizations comprising the Railway Employees' Department (excepting the Brotherhood of Electrical Workers) known as the Agreement for the Settlement of Jurisdictional Disputes on all railroads effective February 15th, 1940.

In accordance with the provisions of Memorandum of Agreement "A" supplementary to the MP&C Department Agreement effective April 16th, 1942, we respectfully request that the decisions herein referred to be placed into effect.

Yours truly,

(Signed)

E. B. ASHBROOK

President
System Federation No. 114

(Signed)

E. O. HAWES

Sec.-Treas.,
System Federation No. 114

(Placed in effect Sept. 19, 1942)

San Francisco, Calif.
September 8, 1942

Mr. B. M. Brown,
Gen'l Supt. Motive Power
Southern Pacific Co., (Pacific Lines)
65 Market Street
San Francisco, Calif.

Subject: Craft Jurisdiction over the performance of work on the following items.

Fabrication: Locomotive Driving Boxes, Engine Guide Yokes, Car and Tender Truck, Male Center Bearings, Building up various parts of locomotives with Studite Metal.

Dear Sir:

Please be advised that the undersigned have agreed to the craft jurisdiction covering the performance of work on the above items as follows:

1. Claim: Fabricating of locomotive driving boxes.

Decision: The use of the cast steel driving box on the Southern Pacific property is now being changed to fabricated steel driving box. This box is now composed of three pieces which are forged in the blacksmith shop and after the three pieces have been forged to the appropriate size they are machine faced and then returned to the welding shop and the three pieces are then welded together by the autogenous process. This is distinctly a job of welding and in accordance with the Wilson Award of welding on same is blacksmiths' work and any and all machining on same is machinists' work.

2. Claim: The fabricating of locomotive guide yokes.

Decision: These guide yokes are forged in the blacksmith shops by the blacksmiths and are then taken to the welding shop and united by autogenous welding. In accordance with the Wilson Award welding of this character is blacksmiths' work so therefore our decision is that the autogenous welding of these three forgings which are welded to complete the guide yoke is blacksmiths' work.

3. Claim: The fabricating of car and tender truck male center bearings.

Decision: The making of the car and tender truck male center bearings, which formerly were a cast steel casting and now are made from a drop forged male center bearing which is forged by the blacksmith, and the same center bearing fits into a female center bearing which is also drop forged, and they are welded to a flat plate to be cut out of steel, proper size, the fabricating of such bearings is blacksmiths' work in accordance with the Wilson Award of awarding all welding to blacksmiths.

- 4. Claim:** The applying of hard or wearing surfaces on all locomotives, on machine parts or on any other parts, or tools manufactured from iron, forged or cast steel, to which is applied a hard wearing surface with the autogenous welding process.

Decision: The question of building up various parts of locomotives, valve motion links, link blocks, and the side of guide bars, with an exceptionally hard metal known by the trade name of (Studite) is recognized as machinists' work when such building up on parts or work is recognized as coming within the category of machinists' work and such building up will be performed by the machinists.

We respectfully request that you arrange to place the above into effect at all points throughout the system at an early date, in the meantime, if you deem it necessary to indulge in conference in connection therewith, we will hold ourselves in readiness for such purpose at such time, date and place which you may designate.

Yours truly,

(Signed)

C. J. BORN

General Chairman
I. A. of M.

(Signed)

O. B. DAILEY

General Chairman,
I. B. of B., D. F. & H.
System Federation No. 114

(Placed in effect September 19, 1942)

MEMORANDUM OF AGREEMENT

**Superseding Memorandum of Agreement Dated
April 18, 1942**

(Increasing Age Limit for Helper Apprentices)

1. Rule 42, paragraph (b) of the Motive Power and Car Departments Agreement, effective April 18, 1942, between the Southern Pacific Company (Pacific Lines) and System Federation No. 114 (A.F.L.), provides in part that qualified helpers who make application for positions of helper apprentices shall not be over 30 years of age when initially assigned as helper apprentices.

2. It is hereby agreed that for qualified helpers in the following crafts, namely:

*Machinists, Boilermakers, Blacksmiths, Sheet Metal Workers, Electricians, Carmen, the age limit specified in paragraph (b), Rule 42 of the Agreement referred to in Item 1, is increased from 30 to 35 years, in order to allow qualified helpers to make application for helper apprentice positions in their respective crafts and be assigned to such positions providing they are not over 35 years of age when initially assigned as helper apprentices.

3. This Memorandum of Agreement may be terminated upon fifteen (15) days' written notice of desire to cancel when served by either party signatory hereto, upon the other.

This Agreement becomes effective April 15, 1943.

Dated at San Francisco, Calif., April 1, 1943.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

B. M. BROWN

Gen. Supt. Motive Power

***Age limit reduced to 30
years for machinists, effective
April 3, 1948.**

FOR THE EMPLOYEES:

(Signed)

C. J. BORN

**General Chairman,
International Association of Machinists**

(Signed)

E. B. ASHBROOK

**General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America**

**Agreement continued in effect, see Item 3, Letter
May 12, 1952, SC GEN 1-36.**

CASE A-1921
SUPPLEMENTAL AGREEMENT
FEBRUARY 23, 1945
TO VACATION AGREEMENT
OF DECEMBER 17, 1941

MEDIATION AGREEMENT
PREAMBLE

This agreement, supplemental to the Vacation Agreement of December 17, 1941, is entered into between each of the carriers listed and defined in Appendices A, B and C, attached hereto and made a part hereof, represented respectively by their duly authorized Conference Committees, signatory hereto, as parties of the first part, and the employees of said carriers, represented by the organizations, signatory hereto, by their respective duly authorized executives, on behalf of which employees requests for changes in the aforesaid vacation agreement were made, as listed in the Appendices, above identified, as parties of the second part, and is to be construed as a separate supplemental agreement by and between and in behalf of each of said carriers and its said employees for whom such requests for changes in said vacation agreement have been made.

This Supplemental Agreement is executed pursuant to understandings of the parties in mediation proceedings involving a dispute pertaining to changes in the Vacation Agreement of December 17, 1941, arising out of notices served by the railroad labor organizations parties hereto on or about June 26, 1944.

SUPPLEMENTAL AGREEMENT

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

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

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

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

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

Section 4. Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof, if the basic straight time work week generally prevailing in this industry for any "craft or class of employees" (to be interpreted as these words are used in the Railway Labor Act) represented by an organization signatory hereto, be reduced on a majority of the line haul carriers parties hereto below six days (48 hours) by or because of law or governmental order pursuant to law or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive work days constituting a vacation with pay for such "craft or class of employees" on such carriers under Section (2A) and (B) hereof will be correspondingly reduced. The provisions of Article 8 of the Vacation Agreement of December 17, 1941, shall not operate to prevent the reduction in vacation days in accordance with this Section 4.

Section 5. Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Supplemental Agreement, the said agreement, including the interpretations thereof as made by the parties, dated June 10, 1942 and July

20, 1942 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

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

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

"This agreement shall be effective January 1, 1945, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1946 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

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

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

Section 9. This agreement has been entered into as a compromise and without admission by any party, in full settlement of the requests contained in the notices mentioned in the preamble, and none of the terms of this agreement nor the fact of making the same shall prejudice the rights of any party hereto

in the event that changes shall hereafter be sought herein or in the agreement of December 17, 1941, as provided in Section 6 hereof.

SIGNED AT CHICAGO, ILLINOIS, this 23rd Day of February, 1945.

(Signatures not herein reproduced).

MEMORANDUM OF AGREEMENT

Superseding

Memorandum of Agreement

Dated January 5, 1944

Completion of Apprenticeship and Establishing Seniority Dates as Mechanics by Regular and Helper Apprentices on Discharge From Active Service in Armed Service of the United States.

In consideration of and upon meeting the requirements of the Selective Service and Training Act of 1940, the Joint Resolution of Congress approved August 27, 1940, the Service Extension Act of 1941, or Public Law 87-78th Congress, approved June 23, 1943, it is hereby agreed that employes from the classification of regular and helper apprentices who have been or who are discharged from the Armed services of the United States shall be entitled to the following in the order indicated below:

- 1. If inducted into the services of the United States prior to the date of this Memorandum of Agreement, will be returned to the classification of helper apprentice. If inducted into the service of the United States subsequent to the date of this Memorandum of Agreement, will be returned to service with this company in accordance with the applicable agreement rules, including understandings and interpretations in effect at time of return to service with this company.**
- 2. If previously promoted from the classification of helpers under Memorandum of Agreement dated April 2, 1943 on Promotion of Helpers and Regular Apprentices to Helper Apprentices, employes referred to herein will be allowed to retain their seniority as helpers in the classification from which promoted while they are assigned as helper apprentices, or while they are advanced from helper apprentices to mechanics in accordance with Memorandum of Agreement dated May 1, 1946 on advancing apprentices and helpers to mechanics.**
- 3. Upon completing the number of service days or service years remaining to be worked to conclude their apprenticeship at time of entry into service of the United States, as referred to herein, either as helper apprentices or while**

upgraded to mechanics classification, employees covered by this Memorandum of Agreement will be allowed the mechanic's seniority date they would have established if they had remained in the service of this company as apprentices, and will be placed on the respective mechanics' seniority roster accordingly.

4. It is understood no penalty will be incurred by the company as a result of placing the foregoing understanding in effect.

This Memorandum of Agreement may be revised, amended or terminated by fifteen (15) days written notice when served by either party signatory hereto upon the other.

Dated San Francisco, California, September 16, 1946.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

B. M. Brown
Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)

C. J. BORN

General Chairman,
International Association of Machinists

(Signed)

E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) **C. O. DAVIS**

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed) **W. F. BLYTHE**

General Chairman,
Sheet Metal Workers'
International Association

(Signed) **D. T. JOHNSTONE**

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) **G. M. WEBSTER**

General Chairman,
Brotherhood Railway Carmen
of America

(Agreement continued in effect, see Item 8, Letter May 12, 1952, S. C. GEN 1-36).

INTERPRETATION NO. 1
to
RULE 21
of the
MOTIVE POWER AND CAR DEPARTMENTS
AGREEMENT
EFFECTIVE APRIL 16, 1942

Between
SOUTHERN PACIFIC COMPANY
(PACIFIC LINES)
And
SYSTEM FEDERATION NO. 114 (AFL)

In the application of Rule 21 of the Motive Power and Car Departments Agreement effective April 16, 1942, it is hereby agreed that foremen who relinquish their positions as such voluntarily, or who are required through displacements or force reductions to return to their respective craft, may place themselves by the following procedure:

1. On any position which may be open in their respective class of the craft; also mechanics may displace any upgraded mechanic holding seniority as helper or apprentice.
2. If no positions are available as referred to in Item 1, displace the junior employe of their class of the craft.

It is understood no penalty will be incurred as a result of the company agreeing to the foregoing.

This interpretation will become effective October 21, 1946.

Dated at San Francisco, California, September 30, 1946.

FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)

(Signed)

B. M. BROWN

Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)
C. J. BORN

General Chairman,
International Association of Machinists

(Signed)

E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) C. O. DAVIS

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed) W. F. BLYTHE

General Chairman,
Sheet Metal Workers'
International Association

(Signed) D. T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) G. M. WEBSTER

General Chairman,
Brotherhood Railway Carmen
of America

MEDIATION AGREEMENT

Between

**SOUTHERN PACIFIC COMPANY
(PACIFIC LINES)**

And

Employees Represented By

**SYSTEM FEDERATION NO. 114
RAILWAY EMPLOYES DEPARTMENT
AMERICAN FEDERATION OF LABOR**

In settlement of the differences as set forth in an application for mediation by System Federation No. 114, Railway Employees' Department, A. F. of L., to the National Mediation Board, and under the provisions of the Railway Labor Act, as amended, the question so submitted, as described in Docket Case No. A-2270, namely:

"Failure to reach agreement on request to adjust wage rates of hoisting machine operators operating such machines in connection with carmen's work—Southern Pacific (Pacific) Lines." is hereby disposed of as follows:

Effective November 1, 1946, hoisting machine operators covered by the agreement between the Southern Pacific Company (Pacific Lines) and certain of its employees represented by System Federation No. 114, Railway Employees' Department, A. F. of L., effective October 16, 1937, operating hoisting machines in the Car Department shall be paid at the rate of \$1.165 per hour when used to assist carmen in the performance of work covered by Rule 104 of the agreement between the Southern Pacific Company (Pacific Lines) and certain of its employees represented by System Federation No. 114, Railway Employees' Department, A. F. of L., Mechanical Section Thereof, effective April 16, 1942, on the following basis:

1. If used one (1) hour or less, shall be allowed one (1) hour at the rate of \$1.165 per hour.
2. Over one (1) hour and not exceeding four (4) hours, shall be allowed said rate on a minute basis.

8. Over four (4) hours, shall be allowed said rate for the day.

It is understood and agreed that this agreement constitutes a complete disposition of the dispute involved in Docket Case No. A-2270, and likewise constitutes a complete disposition of Award No. 244, Second Division, National Railroad Adjustment Board.

This agreement shall continue in effect in accordance with the provisions of the Railway Labor Act, as amended.

Signed at San Francisco, California, this 4th day of November, 1946.

FOR THE EMPLOYES:

(Signed)

JOHN KINCAID

General Chairman,
International Brotherhood of
Firemen, Oilers, Helpers,
Roundhouse and Railway Shop
Laborers

(Signed)

C. J. BORN

General Chairman,
International Association of Machinists

(Signed)

E. B. ASHBROOK

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed)

C. O. DAVIS

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed)

W. F. BLYTHE

General Chairman,
Sheet Metal Workers'
International Association

(Signed)

DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

FOR

**SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

B. M. BROWN

Gen. Supt. Motive Power

APPROVED:

(Signed)

J. G. TORIAN

Manager of Personnel

(Signed)

G. M. WEBSTER

General Chairman,
Brotherhood Railway Carmen
of America

APPROVED:

(Signed)

C. M. GIBBENS

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

WITNESSED:

(Signed)

ROSS J. FORAN

Mediator, National
Mediation Board

San Francisco, California
July 31, 1947

Mr. B. M. Brown
General Superintendent of Motive Power
Southern Pacific Company (Pacific Lines)
65 Market Street
San Francisco 5, California

Subject: Jurisdiction—Filling Locomotive
Flange Oilers.

Dear Sir:

It has come to our attention that Laborers are filling locomotive driving wheel flange oilers at the Taylor Roundhouse at Los Angeles, while Machinist Helpers are being used for such purpose at the Alhambra Roundhouse.

Rule 58, Section 1, of the M. P. & C. Departments Agreement, reads in part, as follows:

"Helpers' work shall consist of * * * * machinery oiling, locomotive oiling, rod cup filling and pressure greasing, * * * ." (Emphasis ours).

The undersigned are in agreement that the filling of locomotive driving wheel flange oilers is Machinist Helpers' work and, therefore, respectfully request that you arrange to notify your Local Management at all points throughout the System that such work be confined to Machinist Helpers, and kindly furnish each of us with a copy of such notice.

Yours truly,

(Signed)

JOHN KINCAID

General Chairman,
International Brotherhood of
Firemen, Oilers, Helpers,
Roundhouse and Railway Shop
Laborers

(Signed)

C. J. BORN

General Chairman,
District Lodge No. 89
International Association of Machinists
System Federation No. 114

October 7, 1947

Mr. C. J. Born, General Chairman
International Association of Machinists
842 Pacific Building
San Francisco 3, California

Mr. John Kincaid, General Chairman
International Brotherhood of Firemen, Oilers,
Helpers, Roundhouse & Railway Shop Laborers
1031 - 5th Street
Oakland, California

Gentlemen:

Following my joint letter dated August 14, 1947,
above file, referring to your letter dated July 31 that
read in part as follows:

"Rule 58, Section 1, of the M. P. & C. Departments
Agreement, reads in part as follows:

'Helpers' work shall consist of * * * * machinery
oiling, locomotive oiling, rod cup filling and pres-
sure greasing, * * * *.'

"The undersigned are in agreement that the fill-
ing of locomotive driving wheel flange oilers is
Machinist Helpers' work and, therefore, respect-
fully request that you arrange to notify your local
Management at all points throughout the System
that such work be confined to Machinist Helpers,
and kindly furnish each of us with a copy of such
notice."

As advised in discussions held on the foregoing
subject, am agreeable to having the work of filling
flange oilers on locomotives performed by machinist
helpers at points and on shifts where machinist
helpers are employed, except that, in accordance with
understanding arrived at in our discussions, at loca-
tions including isolated points where only a few indi-
viduals of various classifications are regularly
assigned, in view of the insignificant amount of such
duties performed, the present practice of using the
classifications of employees available on specific shifts
as such locations will be continued.

Also, the above understanding will be considered as constituting notice referred to in last paragraph of your letter of July 31 and will be furnished to all concerned.

Yours truly,

(Signed)

B. M. BROWN

Gen. Supt. of Motive Power
Southern Pacific Company
(Pacific Lines)

**INTERPRETATION NO. 3
ON MEMORANDUM OF AGREEMENT**

**Dated December 9, 1949, Effective September 1, 1949
ON ADVANCEMENT OF APPRENTICES AND
HELPERS TO MECHANICS**

**(Superseding Interpretation No. 3
Dated January 15, 1945)**

In the application of paragraph 9 of Memorandum of Agreement dated December 9, 1949, effective September 1, 1949 on advancing apprentices and helpers to mechanics, the following will govern effective from September 1, 1949:

1. When qualified mechanics become available for employment or apprentices and helpers establish seniority dates as mechanics by completing the prescribed service periods as apprentices or in the status of upgraded mechanics, or when apprentices complete the service requirements specified in the Memorandum of Agreement dated September 16, 1946, covering completion of apprenticeship by apprentices following discharge from the armed forces, such newly employed mechanics or apprentices and helpers referred to herein will be assigned to positions in their craft and class by cooperation between Local Management and Local Committee, giving due consideration to service requirements, and will replace upgraded helpers or junior mechanics if necessary, or will be allowed to make application for bulletined vacancies in accordance with the provisions of Rule 19, M. P. & C. Departments Agreement.
2. Advanced helpers who have not established seniority date as mechanics may continue to be assigned to vacancies in mechanics positions by cooperation between Local Management and Local Committee.

Dated at San Francisco, California, December 9, 1949.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

FOR THE EMPLOYEES:

(Signed)

J. G. BLACK

General Chairman,
International Association of Machinists

(Signed)

A. P. BROWN

Assistant Manager of Personnel

(Signed)

FRANK G. LUETHY

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed) **C. O. DAVIS**

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed) **W. F. BLYTHE**

General Chairman,
Sheet Metal Workers'
International Association

(Signed) **DENVER T. JOHNSTONE**

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) **WAYNE E. WISE**

General Chairman,
Brotherhood Railway Carmen
of America
System Federation No. 114

(Interpretation continued in effect, see Item 1, letter
May 12, 1952, S. C. GEN 1-86.

Chicago, Illinois
May 21, 1951

**MACHINISTS vs. SHEET METAL WORKERS
SOUTHERN PACIFIC COMPANY
(PACIFIC LINES)**

Docket No. 420

Award No. 420

**Mr. A. J. Hayes, International President
I. A. of M.
Machinists' Building
Washington 1, D. C.**

**Mr. James M. Burns, General Vice-President
S. M. W. I. A.
642 Transportation Building
Washington 6, D. C.**

**Claim: Building up hub face of locomotive driving
boxes, engine truck and trailer boxes.**

**Decision: The building up of hub faces on driving
boxes, engine truck and trailer boxes by the weld-
ing process with Airco lead bronze metal is sheet
metal workers' work as they previously poured
same with babbit prior to the introduction of the
present process.**

**The welding of screen or any other type anchor
to the box face is machinists' work.**

**This understanding is intended only to settle above
jurisdictional dispute between the two organizations
parties to such dispute and the settlement thereof,
and is not to be construed as affecting the rights or
jurisdiction of any other craft; and further, this
understanding is to apply only on this railroad and
not to be considered or used as a precedent affecting
any other railroad.**

Respectfully submitted

**FOR
INTERNATIONAL
ASSOCIATION OF
MACHINISTS**

**FOR SHEET METAL
WORKERS
INTERNATIONAL
ASSOCIATION**

**(Signed)
EDWARD W. WIESNER**

**(Signed)
C. D. BRUNS**

San Francisco, Calif.
June 18th, 1951

Mr. A. P. Brown,
Assistant Manager of Personnel
Southern Pacific Co., (Pacific Lines)
65 Market St.,
San Francisco, Calif.

Dear Sir:

In compliance with the provisions of the agreement for the settlement of jurisdictional disputes effective February 15th, 1940, Railway Employees' Department, System Federation No. 114 in Board meeting June 18th, 1951, has agreed to and is desirous of having the attached agreement for the—'Settlement of Airco Metal to be applied to the Hub Faces of Driving Boxes, Truck Boxes and Trailer Boxes' placed into effect on the Southern Pacific Railroad. This agreement as is noted, is between the Machinists' and the Sheet Metal Workers' Crafts, indicated as Docket No. 420, Award No. 420.

System Federation No. 114 is desirous of having this agreement placed into effect on the Southern Pacific Railroad and the question either be handled by correspondence or conference. Will you please advise of your position?

Yours truly,

(Signed)
J. G. BLACK
General Chairman,
Machinists

(Signed)
W. F. BLYTHE
General Chairman,
Sheet Metal Workers

(Signed)
FRANK G. LUETHY
General Chairman,
Boilermakers

(Signed)
DENVER T. JOHNSTONE
General Chairman,
Electrical Workers

(Signed)
C. O. DAVIS
General Chairman,
Blacksmiths

(Signed)
WAYNE E. WISE
General Chairman,
Carmen

(Signed) HAROLD D. BRANTING
General Chairman,
Firemen and Oilers

September 14, 1951

Mr. W. F. Blythe, President
Mr. C. O. Davis, Secretary-Treasurer
System Federation No. 114, Railway Employees'
Department, American Federation of Labor.
Pacific Building, Room 915
San Francisco 3, California

Gentlemen:

Referring to my letter of August 14th, concerning proposal dated June 18th signed by General Chairmen, System Federation No. 114 (AFL), in connection with conference requested for settlement of jurisdiction between the Machinists' and Sheet Metal Workers' crafts involving the application of Airco lead bronze metal to hub faces of locomotive driving boxes, engine truck boxes and trailer boxes:

In conference held September 13th it was understood that the application of Airco or other similar type wearing bearing metal to locomotive driving boxes, engine truck boxes, trailer boxes and dovetails by welding, including melting off old metal, cleaning and heating of boxes, applying bonding, tack welding metal forms or applying mud or asbestos preparatory thereto, will be performed by employes of the Sheet Metal Workers' craft. The building up of boxes to size by welding with cast iron or cast steel welding rod, including the application of screen or other type of anchor will be performed by employes of the Machinists' craft.

It was further understood in conference September 13th that the foregoing involves only the Machinists' and Sheet Metal Workers' crafts, and does not affect present methods or work not mentioned which may be performed by either craft or other classes of employes and instructions will be issued to place such understanding in effect promptly.

Yours truly,

(Signed) A. P. BROWN

Assistant Manager of Personnel
Southern Pacific Co. (Pacific Lines)

MEMORANDUM OF AGREEMENT

ADVANCING APPRENTICES AND HELPERS TO MECHANICS

**(Superseding Memorandum of Agreement dated
December 9, 1949, effective September 1, 1949)**

1. In the application of the Motive Power and Car Departments Agreement, effective April 16, 1942, as revised effective September 1, 1949, between the Southern Pacific Company (Pacific Lines) and System Federation No. 114, Railway Employees' Department, American Federation of Labor, Mechanical Section Thereof, composed of:

- (A) International Association of Machinists.**
- (B) International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America.**
- (C) International Brotherhood of Blacksmiths, Drop Forgers and Helpers.**
- (D) Sheet Metal Workers' International Association.**
- (E) International Brotherhood of Electrical Workers.**

(F) Brotherhood Railway Carmen of America, and in consideration of the continued shortage of mechanics available for employment under existing conditions, it is agreed that regular apprentices, helper apprentices and helpers may be advanced to mechanics under the following conditions and in the following order:

2. Regular and helper apprentices who were advanced and in service in an upgraded status under the upgrading Memorandum of Agreement in effect on the date preceding the effective date of this Memorandum of Agreement, will continue in such upgraded status under this Memorandum of Agreement until they complete the service period experience under which indentured, or until or unless they are affected through the application of Section 10 or 11 of this Memorandum of Agreement, in which event they will be again eligible to be upgraded in the order in which they were previously advanced, when necessary to meet service requirements.

3 (a). Helpers who were upgraded to mechanics' positions and working as such under the upgrading Memorandum of Agreement in effect on the date pre-

ceeding the effective date of this Memorandum of Agreement, and who have accumulated the equivalent mechanics' service experience of not less than 1040 service days in an upgraded status in a specific craft, also helpers who were previously upgraded and working as such under the Memorandum of Agreement in effect on the date preceeding the effective date of this Memorandum of Agreement but who have not worked 1040 service days in an upgraded status will, within 30 days from the effective date of this Memorandum of Agreement, furnish their decision with copy to local management and local committee, of their desire to relinquish their seniority as helpers for the purpose of accepting the status of mechanics, or retain their seniority as helpers. Helpers referred to in this section who have previously accumulated a minimum of 1040 service days in an upgraded status and who elect to acquire a mechanic's seniority date will, in the order in which they were upgraded, establish a seniority date as mechanic on the date in which they make such election. Helpers referred to in this section who have not accumulated 1040 service days in an upgraded status, but who make decision to acquire a mechanic's seniority date, if retained in service after they have worked a minimum of 1040 days in an upgraded status, will establish seniority as mechanics on the first date thereafter on which they work as mechanics.

(b) Helpers who were upgraded under the Memorandum of Agreement in effect prior to the effective date of this Memorandum of Agreement, and who are not working in such status on the effective date of this Memorandum of Agreement, but are eligible to be upgraded in the previous order in which they were advanced to mechanics' positions, providing they indicate their decision, with copy to local management and local committee at the time they again become eligible to be upgraded, of their desire to relinquish their seniority as helpers and continue in an upgraded status for the purpose of accepting the status of mechanics when they have worked not less than 1040 service days in an upgraded status, will replace advanced helpers referred to in paragraph (a) of this section who desire to retain their seniority as helpers in lieu of accepting a mechanic's status and if retained in service on completion of 1040 service days experience in an upgraded status, they will establish a seniority date as mechanic on the first date they work in such classification.

(c) Helpers referred to in this section who desire to retain their helpers' seniority in lieu of indicating their desire to accept the status of mechanics when they have accumulated 1040 service days experience on mechanics' work, will only be eligible to be upgraded in accordance with Section 6 of this Memorandum of Agreement.

(d) Helpers referred to in paragraphs (a) and (b) of this section, who indicate they desire to acquire the status of mechanics, if affected through force adjustment or by the application of Section 10 or 11 of this Memorandum of Agreement, will be returned to the classification of helpers with seniority unimpaired in the manner referred to in Rule 19, Motive Power and Car Departments Agreement, and will again be eligible to be advanced to mechanics' positions when needed prior to upgrading previously upgraded helpers who decline to accept an upgraded status for the purpose of acquiring the status of mechanics.

4. When advanced helpers referred to in Section 3 who decline to accept a mechanic's seniority date, are working in an upgraded status in accordance with Section 6, or when upgraded apprentices and helpers who elect to acquire the status of mechanics but have not accumulated the service experience required to establish seniority as mechanics are insufficient to meet service requirements, additional apprentices and helpers, if available, will be advanced to mechanics to replace the upgraded helpers referred to in Section 3, who do not desire to accept mechanics' status. Advancement of the additional helpers and apprentices referred to herein will be by agreement between local management and local committee, subject to approval of general chairmen of the respective crafts, and in the following order:

(a) Regular apprentices who have served six (6) service periods or more of their apprenticeship will be considered first.

(b) Helper apprentices who have served four (4) service periods or more of their apprenticeship will be considered next.

(c) Regular apprentices who have served four (4) service periods or more of their apprenticeship will be considered next.

(d) Helper apprentices who have served two (2) service periods or more of their apprenticeship will be considered next.

(e) Regular apprentices who have served two (2) service periods or more of their apprenticeship will be considered next.

(f) Helpers who have served four (4) years or more as helpers will be considered next.

(g) Helpers who have served three (3) years or more as helpers will be considered next.

(h) Helpers who have served (2) years or more as helpers will be considered next.

(i) Helpers who have served one (1) year or more as helpers will be considered next.

(j) Helpers with less than one (1) year's service or apprentices who have served less than two (2) service periods may be advanced, when all available apprentices and helpers referred to in items 4(a) to 4(i), inclusive, have been considered, and must be approved by general chairmen of the respective crafts to be continued in an upgraded status. In event advanced helpers and apprentices referred to in this section are affected through the application of Section 10 or 11, they may be again advanced as needed in the previous order in which they were upgraded.

Note: It is understood that service in an upgraded status referred to in paragraph 4 of this Memorandum of Agreement means service in an upgraded status on this property.

5(a). Apprentices who are continued in an upgraded status under this Memorandum of Agreement or who were previously upgraded but not working in an upgraded status on the date preceeding the effective date of this Memorandum of Agreement, and additional apprentices and helpers referred to in Section 4 of this Memorandum of Agreement, also helpers referred to in Section 3 of this Memorandum of Agreement who elect to acquire a mechanic's seniority date, will be carried on sub-seniority roster identified by symbol (#1) in the order in which they were upgraded in the respective crafts.

(b) Upgraded helpers referred to in Section 3 of this Memorandum of Agreement who elect to retain their helpers' seniority will be carried on sub-seniority roster identified by symbol (#2) in the order in which they were upgraded in the respective crafts.

6(a). Helpers referred to in Section 3 who elect to retain their accumulated helpers' seniority in lieu of accepting mechanics' status may, in their previous

order on sub-seniority roster (#2), continue in an upgraded status or be again upgraded to mechanics' positions as needed to meet service requirements when helpers who have elected to acquire the status of mechanics as referred to in Section 3, or additional employees referred to in Section 4, are not available to meet service requirements. Such helpers who elect to retain their accumulated seniority as such will be replaced by additional employees referred to in Section 4 when the latter become available to be upgraded, and in such event they will be returned to their helpers' classification with seniority unimpaired in the manner indicated under Rule 19 of the Motive Power and Car Departments Agreement.

(b) In event of force adjustment or in the application of Section 10 or 11 of this Memorandum of Agreement, helpers referred to herein who elect to retain their seniority as helpers in lieu of accepting the status of mechanics will be returned to their previous status as helpers in the reverse order in which they were upgraded prior to reducing upgraded apprentices, or helpers referred to in Section 3 who elect to acquire a mechanic's status, or prior to reducing additional upgraded employees referred to in Section 4, to their previous classifications.

7. Apprentices who were upgraded prior to the effective date of this Memorandum of Agreement will establish seniority as mechanics in accordance with the conditions in effect at time they were indentured, subject to the provisions of Rule 42 of the Motive Power and Car Departments Agreement, effective April 16, 1942, as revised effective September 1, 1949.

8. Helpers referred to in Section 3, who elect to accept mechanic's status, will establish seniority dates as mechanics as provided for in Section 3 of this Memorandum of Agreement.

9(a). Additional apprentices who are upgraded under Section 4 of this Memorandum of Agreement will establish seniority dates as mechanics in accordance with the provisions of Rule 42, Motive Power and Car Departments Agreement, effective April 16, 1942, as revised effective September 1, 1949.

(b) Additional helpers upgraded to mechanics' positions under Section 4 of this Memorandum of Agreement will, at the time they are upgraded, furnish their decision, with copy to local committee and local management, of their desire to relinquish their seniority as helpers for the purpose of accepting the

status of mechanics in their respective crafts upon completion of 1040 service days experience in an upgraded status, except that if affected by adjustment in forces or through the application of Section 10 or 11 of this Memorandum of Agreement, the additional upgraded helpers referred to herein will be returned to their previous classifications as helpers, with seniority unimpaired, in the manner referred to in Rule 19, Motive Power and Car Departments Agreement, and will again be eligible to be advanced to mechanics' positions when needed prior to upgrading helpers referred to in Section 8, who decline to accept an upgraded status for the purpose of acquiring the status of mechanics.

(c) On completion of 1040 service days in an upgraded status, the additional upgraded helpers referred to in this section, will, if retained in service as mechanics, establish a seniority date as mechanics as of the first date they work in such classification.

10. When necessary to reduce forces, or in the abolition of jobs, helpers referred to in Section 8, who do not elect to accept mechanics' status, will be reverted to their former classifications as helpers before upgraded employees who have elected to establish mechanics' status or employees who have established seniority as mechanics are laid off. If additional force reduction is necessary, employees advanced to mechanics under Section 4 of this Memorandum of Agreement will revert to their former classification of apprentices or helpers in the reverse order in which they were upgraded prior to returning previously upgraded apprentices, or helpers who have elected to accept mechanics' status but who have not worked 1040 days in an upgraded status to their former classifications, or before laying off mechanics who have established seniority in their respective classifications.

11. When qualified mechanics or apprentices and helpers who have accumulated the required service experience become available while apprentices and helpers are advanced to mechanics and before they have established seniority as mechanics, it is understood that such available qualified mechanics, apprentices and helpers will be employed, and if necessary, displace the junior helpers or apprentices advanced to mechanics under the provisions of this Memorandum of Agreement. Such newly employed mechanics or apprentices and helpers who have completed the required service experience and are retained in

service as mechanics will be assigned to positions in their craft and class by cooperation between local management and local committee, giving due consideration to service requirements.

12. Lists of apprentices and helpers advanced to mechanics' positions will be furnished to local committees with copy to general chairmen for employees advanced in their respective crafts.

13. Helpers and apprentices advanced to mechanics shall not be permitted to work overtime while regular mechanics are available, and willing to work.

14. Apprentices and helpers who are advanced to mechanics, as referred to herein, shall be paid not less than the minimum rate established for mechanics in the craft to which such apprentices or helpers are advanced.

15. The ratio of apprentices shall be computed on the basis of the number of mechanics on the seniority rosters who are regularly assigned in the respective craft.

16. This Memorandum of Agreement may be terminated upon fifteen (15) days' written notice of desire to cancel when served by either party signatory hereto upon the other.

This agreement becomes effective June 1, 1952.

Dated at San Francisco, California, May 1, 1952.

**FOR
SOUTHERN PACIFIC
COMPANY
(Pacific Lines)**

(Signed)

A. P. BROWN

Assistant Manager of Personnel

FOR THE EMPLOYES:

(Signed)

J. G. BLACK

General Chairman,
International Association of Machinists

(Signed)

FRANK G. LUETHY

General Chairman,
International Brotherhood of
Boilermakers, Iron Ship Builders
and Helpers of America

(Signed)

C. O. DAVIS

General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers
and Helpers

(Signed)

W. F. BLYTHE

General Chairman,
Sheet Metal Workers'
International Association

(Signed)

DENVER T. JOHNSTONE

General Chairman,
International Brotherhood of
Electrical Workers

(Signed)

WAYNE E. WISE

General Chairman,
Brotherhood Railway Carmen
of America

July 18, 1952

Mr. W. F. Blythe, President
System Federation No. 114
Railway Employees' Dept., A. F. of L.
Pacific Building, Room 915
San Francisco 8, California

Dear Sir:

Referring to conference held July 9, 1952, and previous conferences and correspondence concerning proposals for settlement, under the provisions of Memorandum "A" of the current Motive Power and Car Departments Agreement, of certain jurisdictional disputes between the Machinists' and Blacksmiths' crafts, in accordance with awards identified as No. 557 to No. 564, inclusive, and decisions and interpretations thereon:

It was agreed in conference held July 9th that the above mentioned awards, decisions, and interpretations thereon would be placed in effect by management at locations where the specific work is now being performed by employees of the Machinists' and Blacksmiths' crafts, and that no other items of work or equipment are to be affected by such action.

In event employees of either the Machinists' or Blacksmiths' craft are not available or are not qualified to perform the work in question when the above mentioned decisions and interpretations are placed in effect, it is understood that when such employees become available and qualified in either the Machinists' or Blacksmiths' craft, the work involved will be allocated in accordance with the foregoing between the Machinists' and Blacksmiths' crafts at such time.

It was further agreed in the conference that in event of dispute with respect to the work in question following allocation by local management in the application of the decisions and interpretations of the above mentioned awards, no alleged grievances will be presented; in lieu thereof, the local chairmen of the Machinists' and Blacksmiths' crafts will submit the matter to their respective general chairmen for determination of a reasonable understanding with the undersigned on the specific work in dispute, following which the understanding agreed upon will be placed in effect for allocating the specific work in question.

The foregoing understanding will be placed in effect promptly subsequent to your acceptance of this letter with your signature affixed in the space provided.

Yours truly,

(Signed)

A. P. BROWN

Assistant Manager of Personnel
Southern Pacific Company
(Pacific Lines)

CONCUR:

(Signed)

W F. BLYTHE

President
System Federation No. 114
Railway Employees' Dept.,
A. F. of L.

Award No. 557—Decision: The welding of locomotive cylinder saddles, steam chambers, wings or cylinder casting is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Interpretation of Award No. 557: The subject matter of this award specifically refers to the welding of cylinder saddles, cylinder saddle steam chambers and wings to cylinder castings.

It was the intent of this award to give the welding on locomotive cylinder saddles, steam chambers, wings or cylinder castings to the machinists.

It was further intended that in cases where the cylinder casting would be welded to the frame where it was formerly fastened by frame bolts it would be machinists' work.

We cannot agree that the intent of this award was to cover any part of the engine frame, eighteen to twenty inches from the saddle, since that would be welding in connection with the frame.

Award No. 558—Decision: The welding of broken engine frames is blacksmiths' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Interpretation of Award No. 558: The decision in this award specifically refers to the welding of broken engine frames as being blacksmiths' work.

The decision gives the welding of broken engine frames to the blacksmiths. It does not mention any particular type of welding rods, because it would be blacksmiths' work to weld broken frames regardless of the type of rod that is used in connection with such welding.

Note: The reference to broken engine frames means only when frames are broken-in-two or require cutting-in-two.

Award No. 559—Decision: The welding of cracked or broken engine truck frames is blacksmiths' work.

This understanding is intended only to settle above

jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Interpretation of Award No. 559: Decision in Award No. 559 was made upon the claim on engine truck frames of steam locomotives.

Therefore, Award No. 559 applies to engine truck frames of steam locomotives.

Award No. 560—Decision: The building up of dipper teeth with studite is blacksmiths' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and is not to be construed as affecting the rights or jurisdiction of any other craft.

Award No. 561—Decision: The building up of swivel joints of compound engines with studite is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Award No. 562—Decision: The welding of the engine truck and engine trailer safety guide to the binder is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Award No. 563—Decision: The plugging of holes in cast or forged steel engine guide yokes and cross braces is blacksmiths' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Interpretation of Award No. 563: The decision in this case specifically refers to the plugging of the cast or forged steel guide yokes and the cross braces that said guide yokes are a part of and are attached thereto and does not apply to any other cross braces.

Award No. 564—Decision: The welding of plates on and the building up of chafing irons between the engine and tender is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

AGREEMENT

This Agreement made this 4th day of February, 1953, by and between Southern Pacific Company (Pacific Lines), and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED—Section 1.—In accordance with and subject to the terms and conditions hereinafter set forth, all employees 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 employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

Section 2.—This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

Section 3.—(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their

option. Should such 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.

(b) The seniority status and rights of employes 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 employes shall, upon resumption of employment, be considered as new employes for the purposes of applying this agreement.

(c) Employes who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in sub-sections (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 employes 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) Employes 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 employes 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 employe to become or to remain a member of the

organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe 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 employes in the same status at the same time in the same organizational unit.

Section 5—(a) Each employe covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until it 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 employe who it is alleged has failed to comply with the terms of this agreement and who the organization therefor 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 railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the 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 parti-

cipate 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.

If the decision is not satisfactory to the employe 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 employe 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 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 unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

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

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the 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 employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe 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 employe does not request a hearing. The employe 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 employe 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 employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8—In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

Section 9—An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having

terminated his employe relationship for vacation purposes.

Section 10—(a) The carrier party to this agreement shall periodically deduct from the wages of employes subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employe until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11—This agreement shall become effective on March 1, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of the carrier party hereto and those employes represented by each organization 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.

Signed at San Francisco, California, this 4th day of February, 1953.

(Signatures not herein reproduced).

MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at San Francisco, California, that any employe in service on the date of this agreement who is not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide and recognized religious group, on the date of this agreement, having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his craft or class signatory hereto.

Signed at San Francisco, California this 4th day of February, 1953.

(Signatures not herein reproduced).

MEMORANDUM OF AGREEMENT

The Agreement of February 4, 1953 between Southern Pacific Company (Pacific Lines) and the employes thereof represented by the Railway Labor Organizations signatory thereto through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations (commonly known as the "Union Shop Agreement") is hereby amended as follows:

In Section 5 of said Agreement the phrase "Registered Mail" is amended to read "Registered or Certified Mail" wherever said phrase appears.

Signed at San Francisco, California this 22nd day of November, 1955.

(Signatures not herein reproduced).

AGREEMENT

This agreement made this 4th day of June, 1953, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees shown thereon and represented by the Brotherhood Railway Carmen of America signatory hereto.

IT IS HEREBY AGREED:

ARTICLE I—WAGE INCREASE

Effective June 1, 1953, basic hourly rates of pay for freight carmen covered by this agreement will be increased in the amount of four cents per hour applied so as to give effect to this increase in pay irrespective of the method of payment. The increase provided for in this Article shall be applied as follows:

- (a)—Hourly Rates—Add four cents to the existing basic hourly rates of pay of employees who are paid the freight carmen's rate.
- (b)—Piece Work—Adjustment of piece-work rates of pay for freight carmen shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply. In the absence of any definite rule governing, the equivalent of four cents per hour shall be added to the unit piece-work price.

ARTICLE II—REGULAR AND HELPER APPRENTICE CARMEN

Regular and helper apprentices may be employed at any point (excluding points where only inspectors are employed) where there are sufficient carmen employed to insure compliance with ratio rules, and rotation of apprentices may, if Management so elects, be confined to the point where the apprentice was originally indentured.

This rule shall become effective August 1, 1953, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before July 1, 1953.

ARTICLE III—UPGRADING CARMEN HELPERS AND APPRENTICES

In the event of not being able to employ carmen with four years' experience who are of good moral character and habits, regular and helper apprentices will be advanced to carmen in accordance with their seniority. If more men are needed, helpers will be promoted. If this does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed. They will not be retained in service as carmen when four-year carmen as described above become available.

Note: Helpers advanced as above will retain their seniority as helpers until they are qualified as carmen under the qualification rule and within thirty days thereafter shall make their choice whether to take seniority as a carman or retain seniority as a helper.

In the event of force reduction, in the absence of other existing arrangements, demotion shall be in the reverse order to that of upgrading.

This rule shall become effective August 1, 1953, except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employe representative on or before July 1, 1953.

ARTICLE IV—APPROVAL AND RATIFICATION

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

ARTICLE V—EFFECT OF THIS AGREEMENT

This agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about July 20, 1950, by the Brotherhood Railway Carmen of America and the carriers' rules change proposals of April 21, 1953, and shall be construed as a separate agreement by and on behalf each of said carriers and its said employes; and shall remain in effect until October 1, 1953 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT NEW YORK, N. Y. THIS 4TH DAY OF JUNE, 1953.

(Signatures not herein reproduced).

March 8, 1954

Mr. W. F. Blythe, President
System Federation No. 114
Railway Employees' Department, (AFL)
Pacific Building, Room 915
San Francisco 3, California

Dear Sir:

Referring to conference held February 8th and previous discussions and correspondence concerning proposals submitted under the provisions of Memorandum "A", Motive Power and Car Departments Agreement, for disposing certain jurisdictional disputes between the machinists' and sheet metal workers' crafts in accordance with awards identified as Nos. 579 to 584, including decisions and interpretation thereon:

It was agreed in the conference held February 8th that, except as noted below, the above mentioned awards, decisions and interpretation would be placed in effect by management at locations where employees of both the machinists' and sheet metal workers' crafts are employed and employees of either or both crafts are performing all or a portion of the work covered by said awards.

In event employees of either the machinists' or sheet metal workers' craft are not available at specific locations when the above mentioned allocations between those crafts are placed in effect, the specific work involved will be allocated in accordance with the decisions agreed upon when employees of such crafts become available.

At small points where employees of the machinists' and sheet metal workers' crafts are not employed on all shifts and insignificant work is required on specific shifts, such as merely replacing filters, employees of either the machinists' or sheet metal workers' craft assigned to such shifts will perform such duties. It was understood that in the application of the foregoing the cleaning of filters now performed by helpers may continue to be performed by helpers of the craft indicated in the applicable awards.

It was further understood that no items of work other than those specified in the respective awards, decisions and interpretation are affected by the foregoing. No change is to be made with respect to the

work involved which is being performed by any other crafts. The transporting of material or equipment in question where performed at specific locations by any classifications of employees incidental to the performance of the work covered by said awards, is to be continued in accordance with past practice.

It was further agreed in the conference that in event of dispute with respect to the work in question following allocation by local management in the application of the decisions and interpretation of the above mentioned awards, no alleged grievances will be presented; in lieu thereof, the local chairmen of the machinists' and sheet metal workers' crafts will submit the matter to their respective general chairmen for determination of a reasonable understanding with the undersigned on the specific work in dispute, following which the understanding agreed upon will be placed in effect for allocating the specific work in question.

The foregoing understanding will be placed in effect promptly subsequent to your acceptance of this letter with your signature affixed in the space provided.

Yours truly,

(Signed)

E. P. AHERN

Assistant Manager of Personnel
Southern Pacific Company
(Pacific Lines)

CONCUR:

(Signed)

W. F. BLYTHE

President
System Federation No. 114
Railway Employees' Dept.
(AFL)

AWARD 579

Nature of Jurisdictional Dispute 1—Removing, cleaning, repairing and installing air intake filters—diesel electric locomotives.

DECISION

The removing, installing and cleaning air intake filters on the blower and diesel engine itself is machinists' work.

The repairing of the sheet metal frames and mesh on the above filters is sheet metal workers' work.

AWARD 580

Nature of Jurisdictional Dispute 2—Cleaning repairing, removing and replacing of air compressor filters on diesel power units.

DECISION

The removing, replacing and cleaning of air compressor filters is machinists' work.

The repairing of the sheet metal frames and mesh on the above filters is sheet metal workers' work.

AWARD 581

Nature of Jurisdictional Dispute 3—Cleaning, repairing, removing and replacing of engine room filters on diesel power units.

DECISION

The removing, replacing, repairing and cleaning of the air filters that fit in the side body of the diesel locomotive is sheet metal workers' work.

AWARD 582

Nature of Jurisdictional Dispute 4—Removing, cleaning, packing, installing Michiana lube oil filters—diesel electric locomotives.

DECISION

The removing, installing, cleaning, packing and maintaining of Michiana lube oil filters is machinists' work.

The making and repairing of wire mesh and perforated metal contained therein and the connecting and disconnecting of pipes is sheet metal workers' work.

AWARD 583-A

Nature of Jurisdictional Dispute 5—Removing, installing, making and repairing belt guards and/or shields, diesel electric locomotives.

DECISION

The making and repairing of belt guards or shields made of sheet metal or screening in accordance with sheet metal workers' classification of work rule is sheet metal workers' work.

The removing and applying of guards or shields is sheet metal workers' work.

AWARD 584

Nature of Jurisdictional Dispute 6—Cleaning, removing, repairing and installing radiators, diesel electric locomotives.

DECISION

The removing and installing of assembled radiators (not including pipefitting in connection therewith) is machinists' work.

The repairing and assembling of radiators, including the application of gaskets and bolting of the sections together, including the cleaning of same in connection therewith and all pipefitting, hose connections is sheet metal workers' work.

Interpretation in connection with Award No. 584

The same procedure is used in removing and applying the cooling radiator by sections as that used in removing and applying them in an assembled unit.

The sheet metal workers will separate the sections; the machinists will remove and apply them.

AGREEMENT

This agreement made this 21st day of August, 1954, by and between the participating carriers listed in Exhibits A, B, and C, attached hereto and made a part hereof and represented by the Eastern, Western and Southeastern Carriers' Conference Committees and the employees of such carriers shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Fifteen Cooperating Railway Labor Organizations.

WITNESSETH:

WHEREAS, on or about May 22, 1953 certain proposals were served on the carriers parties hereto by the organizations parties hereto on behalf of employees represented by such organizations; and,

WHEREAS, within thirty days following May 22, 1953 certain proposals on behalf of certain of the carriers parties hereto were served on certain of the employees of said carriers represented by the organizations parties hereto; and,

WHEREAS, a hearing was conducted by a Presidential Emergency Board (No. 106) and said Board on May 15, 1954 filed its report together with its findings and recommendations with the President of the United States:

NOW THEREFORE IT IS AGREED:

EMPLOYEES' PROPOSALS

ARTICLE I—VACATIONS

Section 1.—Article 1 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

(a) Effective with the calendar year 1954, and annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service or not less than one hundred thirty-three (133) days during the preceeding calendar year.

(b) Effective with the calendar year 1954, 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 183 days during the preceeding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 183 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of five (5) of such years not necessarily consecutive.

(c) Effective with the calendar year 1954, 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 183 days during the preceeding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 183 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

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

(e) Service rendered under agreements between a carrier and one or more of the Nonoperating Organizations parties to the General Agreement of August 21, 1954 of which this Article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury on the job 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 five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) 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.

(g) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following

calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces 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.

(h) An employee who is laid off and who has no seniority date and no rights to accumulate seniority, who renders compensated service, before layoff, on not less than one hundred thirty-three (133) days in a calendar year and who returns to service, in the following year, for the same carrier, in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the performance, in such year, of compensated service on not less than sixty (60) days. This paragraph creates no obligation to rehire such employee after his layoff.

Section 2.—Article 2 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

2. Subject to the provisions of Section 1 hereof as to qualifications for each year, effective with the calendar year 1954 annual vacations with pay of seven and one-half and ten consecutive work days will be granted to the following employees, after two and three years of continuous service respectively:

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

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the occupations hereafter named—Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew

dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, counter-men, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

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

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

(c) Paragraphs (a) and (b) hereof, shall be construed to grant to weekly and monthly rated employees whose rates contemplate more than five (5) days of service each week, one and one-half or two work weeks of vacation.

Section 3.—When during an employee's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration 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 seven holidays enumerated above, falls on what would be a work day of an employee's regularly assigned work week, such day shall be considered as a work day of the period for which the employee is entitled to vacation.

Section 4.—Effective January 1, 1955, Article 5 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

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.

Section 5—Article 8 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

Effective with the year 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any.

Section 6—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.

Section 7—Article 15 of the Vacation Agreement of December 17, 1941 is modified to read as follows:

This agreement shall be effective as of January 1, 1954 and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1954, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1955 or in any subsequent year) by any carrier or organiza-

tion party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

ARTICLE II—HOLIDAYS

Section 1—Effective May 1, 1954, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas
Fourth of July	

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.

Section 2(a)—Monthly rates, the hourly rates of which are predicated upon 169½ 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.

Section 2(b)—All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

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

Section 3—An employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an 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.

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

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

Section 5—Nothing in this rule shall be construed to change existing rules and practices thereunder governing the payment for work performed by an employee on a holiday.

ARTICLE III—HEALTH AND WELFARE BENEFITS

The "Health and Welfare Proposal" will be disposed of in conformity with the terms of the Memorandum dated at Chicago, Illinois, August 21, 1954.

CARRIERS' PROPOSALS

ARTICLE IV—CARRIERS' PROPOSAL NO. 6

Eliminate existing rules, regulations, interpretations or practices, however established, which restrict the right of a Carrier to require furloughed employees to perform extra and relief work.

This proposal is disposed of by adoption of the following:

1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph 2 hereof their

desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employee, under pertinent rules of the agreement, rather than call a furloughed employee.

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

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

Note 1: In the application of this rule to employees who are represented by the organizations affiliated with the Railway Employees Department, A. F. of L., it shall not apply to extra work.

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

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

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

ARTICLE V—CARRIERS' PROPOSAL NO. 7

Establish a rule or amend existing rules so as to provide time limits for presenting and progressing claims or grievances.

This proposal is disposed of by adoption of the following:

The following rule shall become effective January 1, 1955:

1. All claims or grievances arising on or after January 1, 1955 shall be handled as follows:

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

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

and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 8 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

3. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such

alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

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

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

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

ARTICLE VI—CARRIERS' PROPOSAL NO. 11

Establish a rule or amend existing rules to provide that in the event of a strike or emergency affecting the operations or business of the Carrier, no advance notice shall be necessary to abolish positions or make force reductions.

This proposal is disposed of by adoption of the following:

Rules, agreements or practices, however, established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen hours such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

ARTICLE VII—CARRIERS' PROPOSAL NO. 23

Establish a rule or amend existing rules so as to permit the Carriers to require mechanics who are on duty, at points or on shifts where mechanics of all crafts are not on duty, to perform the work contained in the classification of work rules of a craft or class that does not at the time have a mechanic on duty.

This proposal is disposed of by adoption of the following:

At points where there is not sufficient work to justify employing a mechanic of each craft the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

ARTICLE VIII—CARRIERS' PROPOSAL NO. 24

Establish a rule or amend existing rules to recognize the Carriers' rights to assign clerical duties to telegraph service employees and to assign communication duties to clerical employees.

This proposal is disposed of with the understanding that present rules and practices are undisturbed.

ARTICLE IX

This agreement is subject to approval of the Courts with respect to Carriers in the hands of Receivers or Trustees.

ARTICLE X

The dispute involving employees represented by the Hotel and Restaurant Employees and Bartenders International Union is disposed of by a separate agreement dated August 21, 1954.

ARTICLE XI—EFFECT OF THIS AGREEMENT

This agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 22, 1953 and the notices served by certain of the carriers on certain

of the employees represented by the organizations listed in Exhibits A, B and C as hereinbefore referred to, and shall be construed as a separate agreement by and on behalf of each of said carriers and its said employees; and, except as provided in Article I—Vacations, shall remain in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILLINOIS, THIS 21st DAY OF AUGUST, 1954.

(Signatures not herein reproduced).

San Francisco, Calif.
July 18, 1958

Mr. E. Crysler,
Assistant Manager of Personnel,
Southern Pacific Co. (P.L.),
65 Market St.,
San Francisco 5, Calif.

**SUBJECT: Jurisdictional Dispute — Machinists
vs. Sheet Metal Workers, Southern Pacific
Railroad**

Dear Sir:

In accordance with the provisions of Memorandum "A", of the Motive Power and Car Departments Agreement, effective April 16, 1942, subsequently amended, it is our desire that conference be held at the earliest practicable date to arrange for placing into effect system wide the attached Memorandum of Agreement, re "Jurisdiction of Work, Machinists vs. Sheet Metal Workers".

(Signed)

J. G. BLACK

General Chairman,
Machinists

Yours truly,

(Signed)

W. F. BLYTHE

General Chairman,
Sheet Metal Workers' International
Association

System Federation No. 114

MEMORANDUM OF AGREEMENT
SOUTHERN PACIFIC COMPANY (P. L.)

JURISDICTION OF WORK
MACHINISTS vs. SHEET METAL WORKERS

It is agreed and understood between the parties signatory hereto, all changing of oil on all diesel locomotives will be performed by the Machinists' Craft. When necessary to couple or uncouple pipes or hoses in connection therewith, the coupling or uncoupling of such hoses or pipes shall be done by the Sheet Metal Workers' Craft.

It is also agreed that breaking the seal and resealing shut-off valve in drain pipe, together with removing and replacing pipe plug in same, is sheet metal workers' work. The opening and closing of shut-off valves in connection with oil changing, and the operation of any pumps in connection therewith, is machinists' work.

It is further agreed that the mixing and application of any and all treatment to water cooling systems (such as rust inhibitors and other such treatment) used on all diesel electric locomotives is sheet metal workers' work. This to include taking water samples.

This understanding is intended only to settle jurisdictional disputes between the two organizations, parties to this agreement, to remain in effect until changed by mutual agreement, and is not to be construed as affecting the rights or jurisdiction of any other craft.

Effective July 16, 1956.

(Signed)

J. G. BLACK

General Chairman,
I. A. of M.

Signed: July 16, 1956.

(Signed)

W. F. BLYTHE

General Chairman
S. M. W. I. A.

System Federation No. 114

San Francisco, Calif.
July 24, 1956

Mr. E. Crysler,
Assistant Manager of Personnel,
Southern Pacific Co. (P. L.),
65 Market St.,
San Francisco 5, Calif.

**SUBJECT: Jurisdictional Dispute Machinist vs.
Sheet Metal Workers, Southern Pacific Rail-
road Co.**

Dear Sir:

Attached hereto please find letter of July 13, 1956, addressed to Mr. Crysler, signed by General Chairmen J. G. Black and W. F. Blythe re the above subject.

In accordance with Rules provisions of the Motive Power & Car Depts. Agreement, it is System Federation No. 114's desire that said understanding be negotiated with the Carrier.

Yours truly,

(Signed)

W. F. BLYTHE

President

(Signed)

C. O. DAVIS

Secretary-Treasurer

System Federation No. 114

February 14, 1957

Mr. W. F. Blythe, President
Mr. C. O. Davis, Secretary-Treasurer
System Federation No. 114
Pacific Building, Room 915
San Francisco 8, California

Gentlemen:

Yours of February 5, 1957, referring to your letter of July 24, 1956, above file, concerning proposed disposition of certain jurisdictional disputes between the machinists' and sheet metal workers' crafts under the provisions of Memorandum "A", Motive Power and Car Departments Agreement, as indicated in Memorandum of Agreement dated July 16, 1956 signed by Mr. J. G. Black, and you as the General Chairmen of your respective crafts:

In conference held February 6, 1957 on the foregoing subject, it was agreed the above mentioned proposed jurisdictional settlement would be placed in effect at locations where employees of both the machinists' and sheet metal workers' crafts are employed and employees of either craft are performing all or a portion of the work in dispute.

It is understood in event employees of either the machinists' or sheet metal workers' crafts are not available at specific locations when the above mentioned allocations are placed in effect, the specific work involved will be allocated in accordance with the agreement reached thereon when employees of such crafts become available. At small points where employees of the machinists' and sheet metal workers' crafts are not available on all shifts and insignificant work involved is required on certain shifts, the crafts assigned to such shifts may perform such minor duties.

It was further understood that no change is to be made with respect to any of the work in question where performed by employees of any other craft or class. Further, that in event of any question on any of the items of work referred to, the matter will be referred by the Local Chairmen of the machinists' or sheet metal workers' crafts to their respective General Chairmen for determination of a reasonable understanding with the undersigned on the specific work in dispute.

The foregoing understanding will be placed in effect promptly on receipt of attached copy of this letter with your signature affixed in the space provided.

Yours truly,

(Signed)

(Signed)

E. CRYSLER

Assistant Manager of Personnel
Southern Pacific Company
(Pacific Lines)

(Signed)

W. F. BLYTHE

President
System Federation No. 114
Railway Employees' Department (AFL)

(Signed)

S/ C. O. DAVIS

Secretary-Treasurer
System Federation No. 114
Railway Employees' Department (AFL)

MEMORANDUM OF AGREEMENT

between

**SOUTHERN PACIFIC COMPANY
(PACIFIC LINES)**

and

its employees represented by

**SYSTEM FEDERATION NO. 114
RAILWAY EMPLOYEES' DEPARTMENT
AMERICAN FEDERATION OF LABOR
Mechanical Section Thereof**

PREAMBLE

The following constitutes an agreement between the Southern Pacific Company (Pacific Lines) and System Federation No. 114, Railway Employees' Department, American Federation of Labor, Mechanical Section Thereof, covering the establishment of seniority as mechanics of helpers upgraded to mechanics whose service in that category has been or is interrupted by military service and who are reemployed with the Company pursuant to applicable legislation and who have completed or in the future complete the number of service days or service years of required experience while upgraded to mechanic classification to qualify for advancement to position of mechanic. The agreement is occasioned by and is an effort on the part of the Company and the Organizations to carry out the mandate of the Supreme Court of the United States in the case of Diehl v. Lehigh Valley Railroad (348 U.S. 960).

(1) In determining the seniority status as mechanics of helpers upgraded to mechanics who while upgraded have acquired or hereafter may acquire the required number of service days in accordance with applicable agreement provisions in effect at the time of return from military service, which will constitute four (4) years experience as specified in Rules 56, 61, 76, 84, 95 and 103 of the Motive Power and Car Departments Agreement effective April 16, 1942, and who have elected or elect to become a mechanic in accordance with:

(a) Memoranda of Agreement Advancing Apprentices and Helpers to Mechanics effective

April 16, 1942, April 16, 1943, May 1, 1946, September 1, 1949 and June 1, 1952, covering all employes represented by System Federation No. 114, Railway Employees' Department, American Federation of Labor, Mechanical Section Thereof,

(b) Agreement signed at New York, June 4, 1953, Article III of which covers upgrading of carmen helpers and apprentices, the reemployment provisions of the Selective Training and Service Act of 1940, the Service Extension Act of 1941, the Army Reserve and Retired Personnel Service Act of 1948, the Selective Service Act of 1948, the Selective Service Extension Act of 1950 and the Universal Military Training and Service Act, all as amended, shall, where applicable, be given effect as hereinafter provided:

(2) Every helper who has been or may be upgraded to mechanic under the provisions of the agreements referred to above, who has worked or shall work the required number of service days as indicated in Item (1) hereof as a mechanic and whose service in such category has been or is interrupted by military service for the United States of America which he satisfactorily completes, and who returns or has returned to the railroad after the completion of such service in accordance with the reemployment provisions of the applicable law, shall be given consideration for his military service in the manner and to the extent provided for in this agreement.

(3) Those who have previously completed, or who may in the future complete the number of service days or service years of required experience while upgraded to mechanic classification, will be allowed the mechanic's seniority date they would have established if their service as upgraded mechanic had not been interrupted by military service and will be placed on the respective mechanics' seniority roster accordingly.

(4) Any helper upgraded to mechanic, including helpers formerly upgraded, who having completed the requisite days of work as mechanic in an upgraded capacity as provided herein and who might have elected to establish seniority as mechanic but did not do so, and who would have received a better seniority or rank on mechanics' roster if he had been entitled to consideration for his military service in the manner provided for in this agreement shall be entitled to elect, within thirty (30) days after the effective

date of this agreement, to be placed on the mechanics' roster with seniority date he would have established if his service as upgraded mechanic had not been interrupted by military service, and if so electing shall forfeit his seniority as helper. Such election shall be made on form attached hereto marked Exhibit "A".

(5) In recognition of the time necessarily involved in adjusting the various mechanics' seniority roster, as provided in this agreement, the seniority adjustments herein provided for shall not become effective until six (6) months following the effective date of this agreement.

(6) Notice of the provisions of this agreement shall be posted on the employees' bulletin boards at all locations where employees in the various crafts are located for a period of thirty (30) days from the effective date of this agreement, and such posting shall be full and sufficient notice of its contents to all affected employees in active service on the effective date of this agreement. The Company shall send copy of this agreement by registered or certified mail, return receipt requested, to each affected employee who on the effective date of this agreement is on furlough, leave of absence or absent from work on account of sickness. Such mailing to employee's last known address on file with the Company, shall be full and sufficient notice to such employees of the contents of this agreement.

(7) Four (4) months following the effective date of this agreement there shall be posted on the employees' bulletin boards at all locations the revised seniority rosters of all mechanics for that location reflecting adjustments in seniority made hereunder.

(8) For thirty (30) days following the posting of the revised seniority rosters, as provided in paragraph (7) hereof, it shall be the responsibility of each employee shown thereon to check and verify his seniority status and rank as shown on such rosters. Any protests or requests for changes or corrections in such rosters shall be made during this same period of time. Any such protests or requests shall be made in writing and submitted to the appropriate local management officer and copy furnished to local committee. Protests or requests received after thirty (30) days have elapsed from the posting of said seniority rosters will not be considered.

(9) Promptly following the last day of the 30-day period provided for in paragraph (8) hereof, the local management officer and local committee shall meet

and consider all protests filed during the said period. Any such protests which are not resolved between the local management officer and the local committee shall promptly be submitted to the parties signatory to this agreement for disposition. Seniority rosters containing adjustments to be made under the provisions of this agreement will be issued and posted as soon as possible following the disposition of any protests filed in accordance with paragraph (8) hereof.

(10) In order to be effective, any election made under this Agreement must be submitted in writing to the appropriate local management officer within the time specified and a copy furnished to the local representative and General Chairman of the craft involved.

(11) Nothing in this agreement shall be construed as creating or giving validity to any back wage claims or time claims on behalf of any employee affected by its provisions.

(12) This agreement shall be effective the first day of the calendar month following the execution hereof.

Signed at San Francisco, California, this 6th day of December, 1956.

FOR THE COMPANY:FOR THE EMPLOYES:

(Signed)

K. K. SCHOMP

Manager of Personnel

(Signed)

J. G. BLACK

General Chairman,
International Association of Machinists

(Signed) **FRANK G. LUETHY**

General Chairman,
International Brotherhood of
Boilermakers Iron Ship Builders
and Helpers

(Signed) **FRANK G. LUETHY**

General Chairman,
International Brotherhood
of Blacksmiths, Drop Forgers
and Helpers

(Signed) **W. F. BLYTHE**

General Chairman,
Sheet Metal Workers' International
Association

(Signed) **DENVER T. JOHNSTONE**

General Chairman,
International Brotherhood of
Electrical Workers

(Signed) **M. A. CONTABLE**

General Chairman,
Brotherhood Railway Carmen
of America

Exhibit "A"

APPLICATION FOR SENIORITY AS MECHANIC

(To be signed only by persons upgraded prior to entering military service).

Pursuant to paragraph 4 of the Agreement dated December 6, 1956, I hereby voluntarily make application for mechanic's seniority in the craft at

....., with
(Point of Employment)

seniority computed in accordance with the provisions of said Agreement, and in consideration of being accorded such seniority I hereby relinquish any seniority rights that I may possess as a.....
.....helper

I was temporarily upgraded to mechanic's work before I entered military service.

.....
(Date)

.....
(Signature)

Note: This application must be filed in triplicate within the 30-day period mentioned in the Agreement of December 6, 1956. Submit one copy each to the local management officer, local representative of the organization and General Chairman of the craft involved.