

MAINTENANCE OF WAY DEPARTMENT
(Electrical Workers)

Agreement Between

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

and

SYSTEM FEDERATION NO. 114
RAILWAY EMPLOYES DEPARTMENT
AMERICAN FEDERATION OF LABOR
Mechanical Section Thereof

Effective February 16th, 1937
(Reprinted January 1, 1956, including revisions
effective as noted herein)

(Rates of Pay effective November 1, 1956)

This agreement governs rates of pay, rules and working conditions of electrician , their helpers and their helper apprentices who, perform work for the Southern Pacific Company (Pacific Lines), of a character described in this agreement, in the Maintenance of Way Department, except such work as is performed in the Signal Department (a Sub-department of the Maintenance of Way Department); also except, such work as is performed in the Motor Car Repair Department (a Sub-department of the Maintenance of Way Department), and/or work performed on the East Bay Electric Lines of the Western Division, under the jurisdiction of the Supervisor of Power Distribution Lines, and/or Power Superintendent of Power Houses of the Southern Pacific Company (Pacific Lines). This agreement shall apply to and govern only work as herein described, which is performed for the Southern Pacific Company (Pacific Lines), in the department as herein defined, by employes of said Company 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 Ship Builders and Helpers of America.
3. International Brotherhood of Blacksmiths, Drop Forgers and Helpers.
4. Sheet Metal Workers International Association.
5. International Brotherhood of Electrical Workers.
6. Brotherhood Railway Carmen of America.

PREAMBLE

All parties hereto recognize the Management's obligation to provide honest, efficient, adequate and courteous service to the public, and the Employees' obligation to the Management, and the public, to render such service.

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

ELECTRICAL WORKERS' SPECIAL RULES

RULE 1

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 2

CLASSIFICATION OF ELECTRICIANS' WORK

Electricians' work shall consist of the following: Testing, inspecting, repairing, rebuilding, wiring, installing and maintaining generators, meters, switchboards, motors, rheostats, controllers, rotors, motor generators, electric headlights, electric welding machines, converters, rectifiers, frequency changers, transformers, control and starting equipment, reactances, fuse blocks, relays, regulators, condensers, remote control, automatic switching equipment, circuit breakers, switches, switch gear, buses, conduit work, service wiring, cable splicing, electric lighting fixtures and other electrical appurtenances. Winding armatures and coils, including fields, magnet coils and transformers. Brush painting electrical equipment. Installing, repairing and maintaining power transmission and power distribution lines and appurtenances, including pole lines and supports, cables and appurtenances thereto. Installing, repairing and maintaining Catenary, trolley, third rail and monorail, including conductors, feed wires overhead and underground, and all pipe lines or conduits used in connection with same. Testing, maintaining, repairing, assembling and rebuilding storage batteries. Operating battery charging equipment; and all other work generally recognized as electricians' work.

Note: "Operating battery charging equipment" as used in this rule, will not restrict operators of electrically propelled trucks and/or machines, from operating battery charging equipment for the purpose of charging batteries on trucks and/or machines, which are used in the service in which they are employed.

RULE 3

ELECTRICIANS HELPERS

Helpers work shall consist of helping electricians. Blowing out, cleaning and/or oiling and lubricating generators, motors, transformers, battery boxes, fans, compressors, speed controls, V-belt drives and other apparatus. 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. Spray painting electrical equipment. Other work generally recognized as electricians' helpers' work.

RULE 4

ELECTRICIAN HELPER APPRENTICES —QUALIFICATIONS

(a) Electricians' Helpers, who have worked as such not less than 580 days, on the Division where employed, and within a period of not to exceed three years immediately preceding may (at the option of the management), be indentured as Helper Apprentices, provided they are able to speak, read and write the English language, and understand the first four rules of arithmetic, and are not over 30 years of age; if accepted, shall serve six (6) periods of 130 service days each period, as helper apprentice.

(b) Selection of helper apprentices, shall be made from applications received, based on seniority, fitness and ability, fitness and ability being sufficient seniority shall prevail.

(c) If, after a fair trial, (not to exceed sixty-five (65) service days), a helper apprentice fails to demonstrate ability, to learn the electricians' trade, he will not be retained as a helper apprentice. During the fair trial period provided for in this rule, the helper apprentice, shall retain and accumulate seniority as a helper.

(d) The ratio of helper apprentices, shall not exceed one (1) helper apprentice for each five (5) electricians assigned to work, on each seniority district.

(e) If, a helper apprentice is retained in service as an electrician, after completing his apprenticeship, he shall be paid not less than the minimum rate established for electricians, and his seniority as an electrician, will be as of the date his pay starts in that class.

(f) Two helper apprentices shall not be worked together as partners, except when working under the direct supervision of an electrician.

(g) Helper apprentices shall be paid the minimum helpers' rate for the first period of 130 service days, with an increase for each succeeding period of 130 service days during their apprenticeship, as provided in the wage schedule.

(Revised effective September 1, 1949)

RULE 5

HELPER APPRENTICES INDENTURES

Helper apprentices will be indentured by the management, as of date begins work as helper apprentice, and shall be furnished duplicate of the indenture, and shall be afforded an opportunity to procure a complete knowledge of the electricians' trade, consistent with facilities and work available, in the seniority district where employed.

FORM OF INDENTURE

(Subject to requirements of National or State laws)

This will certify that _____
was employed as Helper Apprentice _____
by the _____
at _____ on _____ 19____
to serve six (6) periods of 130 service days each period.

(Title of Officer in Charge)

SERVICE PERFORMED DURING APPRENTICESHIP

This will certify that on _____ 19____
_____ completed the course of
apprenticeship specified above and is entitled, if employed
by the _____
as a _____
to the rates of pay and conditions of service of _____

(Title of Officer in Charge)
(Revised effective September 1, 1949)

RULE 6

ELECTRIC TRAVELING CRANE OPERATORS' QUALIFICATIONS

Any man, who has had practical experience in the operation of electric traveling cranes, and is competent to operate such cranes, in an efficient and safe manner, shall constitute an electric traveling crane operator.

Electric traveling cranes used by, and in the sub-department of the Maintenance of Way Department to which this agreement applies, shall be operated by employees coming within the scope of this agreement, if available at the point, and shall be paid not less than the rates prescribed in the wage schedule for such work, subject to the provisions of Rule 11.

Note: "Electric traveling cranes", as used in this rule, applies only to electrically operated cranes, which are hung to and/or from an overhead structure, or stationed on a structure and/or on their own tracks, the movement and operation of which, is circumscribed within the limits of the structure and/or track to which attached.

RULE 7

LEAD ELECTRICIANS

In small gangs, a working electrician may be assigned to work with, take the lead and direct the work of other members of the gang. For such service, will be allowed a differential of six (6) cents per hour, above the highest rate paid employees he directs, but not less than six (6) cents per hour above the minimum rate applicable to electricians.

Note: This rule is not intended to prohibit lead electricians from taking the lead, and directing the work of all employees in a gang, notwithstanding that some of the employees do not come within the scope of this agreement.

(Revised effective September 1, 1949)

RULE 8

APPLICANTS FOR EMPLOYMENT

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. They may also be required to make a statement showing address of relatives, necessary four years' experience, and name and address of last employer.

RULE 9

VALIDATING RECORDS

Applicants for employment who enter the service, shall be accepted and/or rejected, within sixty (60) days after the applicant begins work. If applicant is not notified to the contrary, within sixty (60) days from date he begins work, it will be understood that the application has been approved. However, this rule will not prevent the removal from service, if subsequent to the expiration of sixty (60) days, it is found that information given in the application is false. Rule 39 will not apply to applicants who are rejected within sixty (60) days as herein provided.

RULE 10

HOURS OF SERVICE—BASIS OF PAY

(a) Unless otherwise provided in these rules, eight (8) hours shall constitute a day's work.

(b) Employees shall be compensated, either on an hourly, or monthly basis.

(c) 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 (8) 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 17. For actual time required to travel on the employees' rest day employees will be compensated at the rate of time and one-half. 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. However, in case of emergency, when necessary to perform emergency work on the sixth day of the work week and/or holidays herein designated, no additional compensation will be allowed.

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.

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, or 208-2/3 hours.

(d) Monthly rated employees and those working in place of such employees, who work only part of a month, shall be compensated at pro rata of the monthly rate.

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

(f) Regularly assigned monthly rated employees, and those working in the place of such employees, when at home point, may be used to perform shop and/or other work of their craft, as a part of their regular assigned duties.

(g) When employees are away from headquarters, if meals and/or lodging are not furnished by the Carrier, actual necessary expenses paid for meals and/or lodging will be allowed by the Company.

(Revised effective September 1, 1949)

RULE 10-A

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.

(a) — 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:

(b)—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.

(c)—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.

(d)—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.

(e)—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.

(f)—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 (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.

(g)—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 (c), (d) and (e), the following procedure shall be used:

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

(h)—Beginning of Work Week

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

(i)—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.

(j)—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.

(k)—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.

(Effective September 1, 1949)

RULE 11

FILLING HIGHER AND LOWER RATED POSITIONS

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:

First: If working one hour or less at the higher rate, will be allowed one hour at the higher rate.

Second: Over one hour and not exceeding four hours, will be allowed the higher rate on a minute basis.

Third: 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.

RULE 12

WORK AWAY FROM HOME STATION— HOURLY BASIS

(a) Except as provided in paragraph (b) of this rule, hourly rated employes required to leave home station, to perform work (a boarding car will be considered home station), will be allowed continuous time from time required to report at home station until 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. Employes required to leave home station, either before or after regular working hours, will be called as nearly as possible one (1) hour before leaving time; on return to home station, will deliver tools and material on Company time, at point designated.

(b) When an employe is held out over night, if relieved from duty, and permitted to go to bed for five (5) hours or more, he will not be paid for waiting and/or traveling time outside of the regular work period; under such circumstances when meals and/or lodging are not provided by the Company, actual necessary expenses for meals and/or lodging, will be allowed.

(c) If employes 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.

RULE 13

ATTENDING COURT

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.

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)

RULE 14

MEAL PERIOD

(a) When meal period is allowed, it shall not be less than thirty (30) minutes nor more than one (1) hour, and shall be allowed between the ending of the third (3rd) and the beginning of the sixth (6th) hour, after starting work. Designated time for meal period shall be subject to agreement between local officials and local committee.

(b) At points where three (3) or more shifts are employed, twenty (20) minutes shall be allowed for meal, without deduction in pay.

(c) Employees required to work during all, or any part of the meal period, which is agreed to under Section (a) of this rule, shall receive pay for the length of the meal period 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 (b) of this rule.

(d) 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.

RULE 15

OVERTIME

(a) Unless otherwise provided in these rules, for work performed continuous with, before and/or after regular working hours, employees will be paid at the rate of time and one-half on the actual minute basis, except that, if employees begin work in excess of one (1) hour before their regular work period, Rule 16 will apply.

(b) 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.

(c) When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to absorb overtime.

(d) 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.

(e) Employees worked 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.

(f) 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, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during

assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(Revised effective September 1, 1949)

RULE 16

REPORTING AND NOT USED—REPORTING AND USED

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

(b) Except as provided in Rule 15, 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.

RULE 17

REST DAYS AND HOLIDAY WORK

(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 the 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.

(Revised effective September 1, 1949)

RULE 18

PAYING OFF EMPLOYEES

(a) Employees will be paid off during the 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 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 on a holiday designated in Rule 17, 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.

RULE 19

SHIFTS—STARTING TIME— CHANGING SHIFTS

(a) 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 actual service requirements, subject to approval or change by joint action of the Management and General Committee, unless and until changed, such local agreement shall apply.

(b) 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

exchanged at the request of the employees involved. This Rule does not apply to employees on relief assignments.

Note: In the application of this rule, a change of less than four (4) hours in the starting time of a shift, will not constitute a change of shift.

RULE 20

SENIORITY—SENIORITY DISTRICTS— SENIORITY ROSTERS

(a) Seniority of employees in each class, shall be restricted to one operating division as constituting a seniority district. If a division is abolished, and/or if two or more divisions are consolidated, the allocation of seniority, shall be arranged by agreement, between representatives of the Management and the General Chairman representing the employees affected.

(b) Seniority begins on a division on the date the employe's pay starts on such division, and in the class to which assigned.

(c) When two or more employees of the same 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.

(d) Seniority rosters will be maintained by classes for each division (seniority district), as hereinafter provided:

- 1—Electricians
- 2—Electricians' Helpers
- 3—Electrician Helper Apprentices
- 4—Electric Traveling Crane Operators

(e) Seniority rosters will be revised annually as of July 1st. General Chairman and Committee Chairman, will be furnished three copies of the roster, and revisions; a copy of the roster and revisions, will be posted in accordance with the provisions of Rule 34. Errors in any roster and/or revision, will be corrected, if brought to the attention of the officer issuing same, within sixty (60) days from date roster and/or revision is posted.

RULE 21

BULLETINS—NEW JOBS—VACANCIES

New positions and/or vacancies will be bulletined for a period of ten (10) days, (except if known to be for less than thirty (30) days duration). Temporary positions will be bulletined as such, and the approximate duration of the positions will be shown on bulletin, other positions will be bulletined as permanent. Applications shall be made in writing to the officer who issues the bulletin, within ten (10) days from date of bulletin, and copy of application furnished committee chairman by applicant; assignment will be made to senior qualified applicant, within ten (10) days from close of bulletin. Successful applicant will be placed on the position within fifteen (15) days from date of close of bulletin.

An employee exercising seniority rights under this rule, will do so without expense to the Company.

Note: General Chairman will keep employees informed of name and address of Committee Chairman.

RULE 22

DISPLACEMENTS

(a) Except as provided in Paragraphs (b) and (c) of this Rule, if an employee's position is abolished, and/or he is displaced therefrom, he shall be privileged, if senior, to displace a junior assigned employee in the same class in which his position was abolished, and/or from which he was displaced.

(b) An employee who acquires a permanent position by bulletin or displacement, under this Agreement, will lose the right to the job he left. If, an employee acquires a temporary position by bulletin or displacement, under this Agreement, he may at the conclusion of such assignment, either return to his former status (position), or, if senior, displace a junior assigned employee, who bid in a position during the occupancy of such temporary position.

(c) An employee absent on account of sickness, suspension or leave of absence, will upon returning to service, have the right to either return to his former position, if it still exists, or if senior, displace a junior employee from position that has been bid in during such absence; if former position does not exist, he may place himself in accordance with Paragraph (a) of this Rule.

(d) Displacements under Paragraphs (a), (b) and (c) of this rule must be declared in writing, within five (5) days after loss of position, except, if absent account leave of absence, sickness or suspension when position is lost, displacement must be declared in writing within five (5) days after reporting for service.

(e) Employees appointed to official, subordinate official, supervisory positions and/or assigned to special duties outside the scope of this agreement, with the Southern Pacific Company, or its subsidiaries, also employees appointed to positions with the American Federation of Labor, when the latter's duties are confined to representing employees of the Southern Pacific Company, or its subsidiaries, shall hold and accumulate seniority in the class or classes in which seniority is held, at time of appointment, and upon return to service, under this Agreement, shall be permitted to return to the position held at time of accepting the appointment; if the position does not exist, shall be privileged to exercise seniority to make displacement in their class in accordance with provisions of this Rule, provided such displacement is declared in writing, within five (5) days after reporting for work.

(f) If under Paragraphs (b), (c) and (e) of this rule, an employee elects to return to his former status (position), he must do so in writing, within five (5) days after reporting for work; failure to do so, and/or if he elects to make displacement as provided for in those paragraphs, the employee will lose his right to his former status (position).

(g) An employee exercising seniority rights under this rule, will do so without expense to the Company.

Note: "Subsidiaries", as used in this Rule, applies to railroad companies, which are owned, leased and/or controlled by the Southern Pacific Company.

RULE 23

ASSIGNMENTS AND DISPLACEMENTS

Assignments and displacements, under the rules of this Agreement, shall be based on seniority, fitness and ability. If fitness and ability is sufficient, seniority shall prevail.

RULE 24

REDUCTION AND RESTORATION OF FORCES

(a) Reduction in forces, except in construction gangs, will be accomplished by abolishing positions, and employees displaced, will place themselves in accordance with the provisions of Rule 22.

(b) If reduction in force is to be made in a construction gang, each gang shall be treated as a separate unit, and the position held by the junior employees of the class or classes, in which force is to be reduced, shall be abolished, except that, the senior employee capable of doing the work shall be retained in the gang. Employees displaced will place themselves in accordance with Rule 22.

(c) If, as result of reduction in force, an employee is unable to retain a regularly assigned position, and if he desires to retain seniority, he must file with supervising officer his address and renew same each sixty (60) days. Failure to file and renew address, and/or return to service within a reasonable time after being notified, will forfeit seniority.

(d) Five (5) days' written notice will be posted on bulletin boards and copy of same furnished local committee, when position is to be abolished. This will not apply unless the abolishment of position causes a force reduction, neither will it apply, when positions are abolished as a result of a cause beyond the control of the Company.

(e) When forces are increased employees shall, if available and qualified be returned to service, in the order of their seniority in the respective classes.

RULE 25

ASSIGNMENT OF WORK

Electricians and Electricians' Helper Apprentices classified as such, shall perform the work described in Rule 2, of this Agreement; this, however, will not restrict foremen from performing such work in the exercise of their supervisory duties, and/or in emergencies.

Note: It is understood the nature of Electricians' work is such that, it is necessary for them to occasionally perform some work which does not come

within the scope of this agreement; this rule is not intended to restrict electricians from performing a reasonable amount of such work when it is incidental to work coming within the scope of this agreement.

RULE 26

HELP FURNISHED

(a) Employees will be furnished sufficient competent help when needed, in connection with their work and/or safety.

(b) Electricians' helpers, if available at the point, will be used, when necessary to help electricians and electricians' helper apprentices.

RULE 27

PROMOTION TO FOREMAN

Employees classified under Rule 2, will be considered for promotion to positions of Foreman.

Note: Promotion to position of foreman referred to in this Rule, pertains to foremen who supervise employees, performing work specified in this Agreement.

It is the policy of the Company, to promote its own employees, except when competent men cannot be found in the ranks, and/or if, the competent men available do not wish to accept promotion.

RULE 28

FAITHFUL SERVICE

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

RULE 29

PROTECTION OF EMPLOYEES

(a) Oxy-acetylene or electric welding, and/or cutting work, will be shielded by a suitable screen, when necessary for the protection of employees.

(b) Tested rubber gloves and blankets will be furnished employees, when working on lines or equipment carrying voltage of 750 volts or over.

(c) Employees working in battery rooms, who handle batteries, and/or mix acid, will be provided with rubber hip boots, gloves and aprons.

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

RULE 30

DRINKING WATER—HEATING— SANITATION

Sanitary drinking water will be furnished. Sanitary drinking fountains will be provided where necessary. Lockers, toilets and washrooms will be kept in a clean, dry and sanitary condition. Locker rooms and washrooms, will be lighted and heated, consistent with the source of heat and light available at the point.

RULE 31

ABSENCE FROM WORK

(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 discriminated against.

RULE 32

LEAVE OF ABSENCE

If requirements of the service permit, employees on request, will 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 otherwise arranged by agreement between the management and the 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 employe, is an improper practice and may be handled as unjust treatment, under this Agreement.

RULE 33

CHECKING IN AND OUT

Employees will check in, only at beginning of shift. They will make out their service cards during working hours.

Employees will show on service cards, when they are relieved from duty and return to duty, between beginning and end of shift, except meal period. Employees will deposit service cards at a designated convenient place.

RULE 34

NOTICES—POSTING

At points where two (2) or more employees have the same headquarters, a place will be provided at headquarters, where proper notices of interest to employees, may be posted by the Committee. Permission to post such notices will be obtained from the officer in charge.

RULE 35

COMMITTEEMEN

The Company will not discriminate against any Committeeman, who is delegated to represent employees covered by this Agreement, and will grant them leave of absence and free transportation, for the purpose of representing said employees, when not prohibited by law, or pass regulations.

RULE 36

TRANSPORTATION

(a) Members of General Committees (who are employees of the Southern Pacific Company and/or its subsidiaries), representing employees covered by this Agreement, will be given the same consideration in the issuance of transportation as is granted general committees representing employees 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 forces, who desire to seek employment elsewhere will, upon application, if consistent with period of service, be furnished with transportation to any desired point, on the Pacific Lines of the Southern Pacific Company (and return, when called back), when not prohibited by law, and/or pass regulations.

Note: "Subsidiaries" as used in this rule, applies to railroad companies which are owned, leased and/or controlled by the Southern Pacific Company.

RULE 37

PERSONAL INJURIES

Employees injured while at work for the Company, will 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 employees will 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.

RULE 38

GRIEVANCES

(a) An employee who considers himself unjustly treated, or that this Agreement is not being properly

applied, shall have the right to submit the facts to his supervising officer, or to the duly authorized Local Committee. The duly authorized Local Committee, (of not to exceed three (3) members of the Craft), if they consider it justified, shall submit the case in writing, to the employe's supervising officer. If not satisfactorily adjusted within five (5) days from date grievance is presented to the supervising officer by the duly authorized local committee, said committee may, within fifteen (15) days after decision is rendered, by the supervising officer, appeal the case to the Division Superintendent, who will render his decision, within fifteen (15) days, unless an extension of time is mutually agreed upon.

(b) If decision as provided for in paragraph (a), is unsatisfactory, the General Chairman of the craft may appeal the case in writing, 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; the fifteen-day time limit provided for in paragraph (a), to be observed for each appeal and each decision, unless the time is extended by mutual agreement.

(c) All decisions under Paragraphs (a) and (b) of this Rule will be made in writing, for grievances which have been presented in writing.

(d) If stenographic report of investigation is taken the employe involved and the duly authorized local committee, on request, will be given a copy thereof.

Note: If the employe directly involved fails to do so, this rule shall not be construed, so as to prevent the duly authorized local committee from handling as a grievance, any matter that they may consider, as an improper practice under this Agreement.

(See Article V of Agreement of August 21, 1954, covering handling of claims or grievances, effective January 1, 1955.)

RULE 39

DISCIPLINE—SUSPENSION—DISMISSAL

No employe shall be disciplined, or dismissed, except as provided in Rule 9, without a fair hearing by the proper officer of the Company. Suspension in proper cases pending a hearing, which shall be prompt, will not

be deemed a violation of this rule. At a reasonable time prior to the hearing, such employe, shall be apprized in writing, 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 by the duly authorized local committee, or any member thereof. 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 net 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.

RULE 40

TRANSFER BY SENIORITY

Employes exercising seniority rights to new positions or vacancies, which necessitate a change of residence, will receive free transportation for themselves, dependent members of their families, and household goods, when not prohibited by law, however, free transportation of household effects under this circumstance, need not be allowed more than once in a twelve month period.

RULE 41

RATES OF PAY

Basic hourly rates of pay applicable to the employes, and the work coming within the scope of this Agreement, effective November 1, 1956:

Rule	Rate per hour
2	\$2.278
3 Less than one year's service.....	1.966
One year or more of service.....	2.002
6 Electric Traveling Crane Operators (40 tons or over).....	2.278
6 Electric Traveling Crane Operators (Less than 40 tons).....	2.23
Attendants.....	2.23

Rule

Rate per hour

4 Electrician Apprentices:

1st period of 130 days.....	1.75
2nd period of 130 days.....	1.756
3rd period of 130 days.....	1.786
4th period of 130 days.....	1.816
5th period of 130 days.....	1.846
6th period of 130 days.....	1.87
7th period of 130 days.....	1.93
8th period of 130 days.....	2.026

Electrician Helper Apprentices:

1st period of 130 days.....	2.002
2nd period of 130 days.....	2.014
3rd period of 130 days.....	2.038
4th period of 130 days.....	2.062
5th period of 130 days.....	2.086
6th period of 130 days.....	2.11

*Electrical Foreman.....\$480.33

*The position of Electrical Foreman, not being covered by any rules of the agreement effective February 16, 1937, the monthly rate shall cover all services required and employes shall not be eligible for overtime, but no reduction will be made in the monthly rate unless furloughed, suspended, incapacitated, on leave of absence, position abolished or displaced therefrom.

Electrical foremen will be assigned one regular rest day per week, Sunday if possible. If required to perform service on rest day, employes will be compensated under the provisions of Rule 17. For actual time required to travel on the employe's rest day employe will be compensated at the rate of time and one-half. Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week.

The straight time hourly rate for electrical foremen 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, or 208-2/3 hours.

(Effective September 1, 1949)

RULE 42

DATE EFFECTIVE, CHANGES AND CANCELLATION

This Agreement becomes effective February 16, 1937, and shall continue in effect thereafter until either party desiring to cancel, revise, amend and/or modify it, shall have given the other party 30 days' notice in writing of intention to cancel, revise, amend or modify it.

ACCEPTED FOR SYSTEM
FEDERATION NO. 114, RAIL-
WAY EMPLOYES DEPART-
MENT, AMERICAN FEDERA-
TION OF LABOR, MECHANICAL
SECTION THEREOF:

FOR SOUTHERN PACIFIC
COMPANY
(Pacific Lines)

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

(Signed) W. H. KIRKBRIDE
Chief Engineer

APPROVED:

(Signed) EARL B. ASHBROOK
General Chairman,
International Brotherhood of Boiler-
makers, Iron Shipbuilders and
Helpers of America

(Signed) A. T. MERCIER
General Manager

(Signed) LOUIS ZUNINO
General Chairman,
International Brotherhood of
Blacksmiths, Drop Forgers and
Helpers

(Signed) JOHN FLETCHER
General Chairman,
Sheet Metal Workers
International Association

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

(Signed) GEO. M. WEBSTER
General Chairman,
Brotherhood of Railway Carmen
of America

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, 160 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.

Note: In connection with monthly rated employes covered by Rule 10(c), and electrical foremen, it is understood that no change is made in vacation agreement of December 17, 1941, and supplemental agreement of February 23, 1945, and that the sixth day of the work week will be one of the consecutive work days included in the employe's annual vacation.

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 Employes' 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, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred thirty-three (133) days during the preceding 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 133 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 133 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 133 days during the preceding 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 133 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 a 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 employee 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:

NOT APPLICABLE

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 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.

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

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

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.

CARRIER'S PROPOSALS

ARTICLE IV—CARRIER'S 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.

NOT APPLICABLE

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 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

2. 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 the 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

NOT APPLICABLE

ARTICLE IX

This agreement is subject to approval of the Courts with respect to Carriers in the hands of Receivers or Trustees.

ARTICLE X

NOT APPLICABLE

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 AND EXHIBITS NOT HEREIN
REPRODUCED.**