

**AGREEMENT**

**Between**

**BURLINGTON NORTHERN  
RAILROAD COMPANY**

**and its Mechanical Employees**

**Represented by**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**Effective April 1, 1983**

ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_, 19\_\_\_\_\_

I hereby acknowledge receipt of a copy of the IBEW Shop Craft Schedule Agreement Form 12659, effective April 1, 1983, issued by the Burlington Northern Railroad Company:

Name \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_

Occupation \_\_\_\_\_

Location \_\_\_\_\_

Signature \_\_\_\_\_

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## **SCOPE**

It is understood that this Agreement shall apply to those who perform the work specified herein in the Maintenance of Equipment Department and all other Departments of this Company wherein work covered by this Agreement is performed, except where covered by other Agreements on the effective date hereof.

## **PREAMBLE**

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

Whenever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and the singular form of words shall be read as the plural where appropriate.

### **Rule 1. HOURS OF SERVICE AND WORK WEEK**

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

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

(b) General: The work week for all employees, subject to the exceptions contained in this agreement, shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven

(7); the work weeks may be staggered in accordance with the Railway Company's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement.

(c) Five-day Positions: On positions the duties of which can reasonably be met in five 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 days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

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

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

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

(g) Deviation from Monday-Friday week: If in positions or work extending over a period of five days per week, an operational problem arises which the Railway Company contends cannot be met under the provisions of paragraph (c) of this rule, and requires that some of such employees work Tuesday through Saturday instead of Monday through Friday, such assignments may be agreed upon by the Railway Company and General Chairman of the organization involved. If the parties fail to agree thereon and the Railway Company nevertheless puts such assignments into effect the dispute may be processed as a grievance or claim.

(h) Non-consecutive Rest Days: The typical work week is to be one with two consecutive days off and it is the

Railway Company's obligation to grant this, except that when an operating problem is met where the requirement that two consecutive rest days be granted cannot be met and it would otherwise be necessary for employees to work in excess of five days per week, employees occupying a relief assignment may be given non-consecutive rest days. If after the foregoing has been done there still remains service which can only be performed by requiring employees occupying positions in six day service to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive rest days, which rest days may be other than Saturday, Sunday or Monday. If the employees do not agree over the necessity for non-consecutive rest days on any such assignments, such cases may be handled as a grievance under the rules of this agreement.

(i) Accumulation of Rest Days: When at a work location there is not sufficient work to warrant the establishment of a regular rest day relief assignment consisting of five days work within a work week, rest days of positions at such work location may be accumulated by agreement between the Railway Company and the General Chairman of the organization involved, and when so agreed the following provisions shall govern:

An employee accumulating rest days may be required to work on one or both of his assigned rest days within the hours of his regular work day assignment for not to exceed ten rest days and when so required to work will be compensated at the straight time rate of the position occupied for work performed on rest days of such position within the hours of the regular work day assignment. When not to exceed ten rest days have been accumulated by the performance of work on assigned rest days at straight time rate, such an employee will be relieved for the number of rest days so accumulated or paid the difference between straight time rate and time and one-half rate for the number of rest days on which he performed work at straight time rate. The employee relieving an employee who has accumulated rest days may be required to work on the assigned rest days of the position occupied while relieving such employee and when so required to work will be compensated in the manner provided for in this paragraph (i).

(j) Rest Days of Furloughed Employees: A furloughed employee called into service to fill a temporary vacancy will take the conditions of and have as his days off the regular days off of the assignment on which he is working.

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

**Rule 2. SHIFTS**

(a) Starting Time One Shift.

At shops where but one shift is employed, the starting time shall be not earlier than seven (7) A.M. nor later than eight (8) A.M. At roundhouses, terminals or car yards where but one shift is employed, the starting time shall be in accordance with the requirements of the service but no point where the spread of service is more than twelve (12) hours will be considered a one-shift point.

The word "shops" as used in this agreement is understood to mean the construction, heavy repair and dead work plants such as those located at Superior Shop, Springfield Shop, Saint Cloud Shop, West Burlington Shop, Havelock Shop, Aurora Shop, Eola Reclamation Plant, Brainerd Shop, Bridal Veil Shop, Livingston Shop, and Vancouver Shop, each generally under the supervision of a Shop Superintendent.

The words "roundhouses, terminals and car yards" are understood to mean other points at which employees covered by this schedule are employed, and under the supervision of regional mechanical officers.

(b) Starting Time Two Shifts.

When two shifts are employed, the starting time of the first shift shall be not earlier than seven (7) A.M. nor later than eight (8) A.M. The starting time of the second shift shall be in accordance with the requirements of the shift shall be in accordance with the requirements of the service, but not earlier than the close of the first shift nor later than ten (10) P.M., and all employees thereon shall be assigned to eight (8) consecutive hours and will be allowed twenty (20) minutes to eat during the 5th or 6th hour after going on duty without deduction in pay. It is permissible at roundhouses and car yards to start any portion of the second shift at a later hour than the balance of the shift but not later than ten (10) P.M. This rule shall not apply at any point where there is not a break of two hours or more in the continuity of service of the two shifts.

(c) Starting Time Three Shifts.

Where three shifts are employed, the starting time of the first shift shall be not earlier than seven (7) A.M. nor later than eight (8) A.M.; the second shift not earlier than three (3) P.M. nor later than four (4) P.M.; and the third shift not earlier than eleven (11) P.M.. nor later than twelve (12) midnight. Each shift shall consist of eight (8) consecutive hours including twenty (20) minutes for lunch during the fifth or sixth hour after going on duty with no reduction in pay. It is agreed that three eight hour shifts may be established under the provisions of this rule for the employees necessary to the continuous operation of power houses, millwright gangs, heat treating plants, train yard, running repair and inspection forces without extending the provisions of this rule to the balance of the shop force.

**Rule 3. MEAL PERIOD, UNIFORM COMMENCING AND QUITTING**

(a) The time established for commencing and quitting work for all employees on each shift in either the Car or Locomotive Departments, considered separately, shall be bulletined and shall be the same at the respective points except as provided in Rule 2.

(b) Meal Period.

When a meal period is assigned, it shall not be less than thirty (30) minutes, nor more than sixty (60) minutes and shall be given between the beginning and the end of the fifth hour after going on duty, except as may be otherwise arranged by mutual agreement. The time for and the length of the meal period shall be arranged by mutual agreement between the Management and the authorized Committee representing employees affected at the Shop, Roundhouse, Yard or point.

(c) Lunch Period.

When no meal period is assigned, twenty (20) minutes to eat will be allowed during the same hours (except as provided in Rule 2) without deduction in pay.

(d) Intermittent Service.

At outlying points where the service requirement is intermittent, employees may be assigned to work eight (8) hours within a spread of twelve (12) provided there shall be

but one interval of release of not less than two (2) hours' duration, exclusive of the meal period. No release and return to duty shall be assigned between ten (10) P.M. and five (5) A.M. Overtime will be paid at the rate of time and one-half for all time worked in excess of eight (8) hours within a spread of twelve (12) hours.

(e) Pay for Working Meal Period.

Employees required to work during or any part of the lunch period, shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed thirty (30) minutes) without loss of time.

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

**Rule 4. WORK ON REST DAYS AND HOLIDAY**

(a) Except at otherwise provided in this agreement, work performed by an employee on his rest days or on the following legal holidays: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving Day, Christmas Eve, and Christmas Day and New Year's Eve, will be paid for at the rate of time and one-half on the actual minute basis with a minimum of two hours and forty minutes at time and one-half rate.

In the Dominion of Canada, the following holidays will be observed in lieu of those above enumerated: New Year's Eve Day, New Year's Day, Good Friday, Empire Day, Dominion Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day and Boxing Day.

When the legal holiday falls on Sunday, the day observed by the state or nation will be considered the legal holiday.

(b) Except as otherwise provided in this agreement, employees worked more than five 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 to or from a furloughed list, or where days off are being accumulated under Rule 1(i) of this agreement.



(c) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the five days 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.

Note: The elimination of punitive rates for Sunday as such 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.

(d) An employee notified to work a full shift on his rest days or on holidays, or an employee called to take the place of such employee, will be allowed to complete the shift unless relieved at his own request.

**Rule 5. (Reserved for Future Use)**

**Rule 6. OVERTIME**

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

(b) Continuous Service After Regular Hours.

For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour's pay for any such service performed.

(c) Overtime Meal Period.

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

(d) Called and Not Used.

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

(e) Service Calls.

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

(f) Advance Service.

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

(g) Service Beyond 16 Hours.

Except as provided for in Rule 7, all time worked beyond sixteen (16) hours of service computed from the starting time of the employees' regular shift shall be paid for at rate of double time until relieved. When employees have been relieved and they desire to work their regular work period such period if worked will be paid for at straight time rates.

**Rule 7. EMERGENCY ROAD WORK**

(a) Other than as provided in paragraph (b) of this rule an employee regularly assigned to work at a shop, enginehouse, repair track or inspection point, when called for emergency road work away from such point, will be paid for all time from time ordered to leave home station until

his return as follows: for all time waiting or traveling, straight time rate during home point working hours, time and one-half during home point overtime hours; for all time working, straight time rate during home point working hours, overtime rate as per Rule 6 during home point overtime hours.

(b) If, during the time on the road, a man 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 daily hours at home station. Where meals and lodging are not provided by railroad, 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 at point designated.

(c) Wrecking service employees will be paid at the rate of time and one-half for all time working, waiting or traveling from the time called to leave home station until their return thereto, except when relieved for rest periods. Rest periods shall be for not less than five (5) hours nor more than eight (8) hours, and shall not be given before going to work nor after all work is completed.

(d) In case of wrecks where engines are disabled, electrician(s), if necessary to perform electrician's work, shall be sent to the wreck site provided that there is at least two hours of electrician's work to be performed.

(e) The above shall not apply to wrecks or derailments in yard limits. Such service shall be paid for on the basis of straight time rate for straight time hours and overtime rate for overtime hours as provided in Rule 6.

## **Rule 8. DISTRIBUTION OF OVERTIME**

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

(b) Overtime will be distributed to employees on each shift by establishment of an overtime call list on each shift in accordance with their qualifications, and employees thereon will be used for overtime work in such rotation as to equally distribute it among them. Record of overtime

worked will be kept and made available to Chairman of the Shop Committee upon request for adjustment of inequalities of distribution.

(c) When the same number of employees are worked on holidays as are assigned to work that same day of each week, the regularly assigned men will work the holidays (observed by State, Nation or proclamation) falling on that day of the week. In all cases of reduced holiday forces, employees will be called on the basis of being first out on the established call list of the shift involved.

(d) Employees for overtime service will be obtained first by calling the employees on the overtime call list who are on rest days on the shift involved. Additional employees, if needed, will be called first from the overtime list of the preceding shift; and if still more employees are needed, they will be called from the overtime list of the following shift.

(e) The handling of overtime call lists will be the duty of the committees at the various points. At points where committees agree in writing to accept the responsibility to call employees for overtime service, this will be permitted. When the foreman is designated to call such employees, the committees will be used to verify the fact that an employee called for overtime service cannot be contacted.

(f) If an employee is held over beyond the close of his regular shift to complete the unfinished job at hand and he is worked two hours and forty minutes or more, the first man out for overtime on the shift on which the overtime occurs will be paid a like amount of time at the penalty rate. The provisions of this paragraph shall not be used consistently to defeat the intent of equitable distribution of overtime. The two hour and forty minute limitation does not apply to road trips, but overtime so worked will be charged against the employees making such trip.

#### **Rule 9. TEMPORARY VACANCIES AWAY FROM HOME POINT**

(a) Employees sent out to temporarily fill vacancies at an outlying point or Shop or sent out on a temporary transfer to an outlying point or Shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent; straight time rates to be paid for straight time hours at home station and

for all other time, whether waiting or traveling, except assigned rest days and holidays, when time and one-half will be paid. If, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

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

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

(d) On the return trip to the home point, time for waiting or traveling will be allowed in the same manner up to the time of arrival at the home point.

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

#### **Rule 10. CHANGING SHIFTS**

(a) Employees transferred from one shift to another at the direction of management will be paid overtime rate for the first shift worked on the shift to which transferred and if he works more than one shift on the shift to which transferred will be paid at overtime rate for the first shift worked after returning to his regular assignment. Such overtime payment shall not apply to transfers made as a result of the exercise of seniority.

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

#### **Rule 11. REGULARLY ASSIGNED ROAD WORK -- MONTHLY BASIS**

(a) Except as otherwise provided in these rules, employees regularly assigned to perform road work and paid on monthly basis, shall be paid not less than the minimum hourly rate established for the corresponding class of work under the provisions of this agreement, on the basis of three

hundred and sixteen and one-half (316-1/2) eight-hour days per calendar year. The monthly wage is arrived at by dividing the total earnings of 2532 hours by twelve; the straight time hourly rate is arrived at by dividing the monthly rate by the number of hours comprehended in such rate; no overtime will be allowed for service in excess of eight hours per day; no time will be deducted unless the employee lays off of his own accord.

(b) Such employees shall be assigned one regular rest day per week, Sunday if possible. Service on such assigned rest day shall be paid for under Rule 4.

(c) Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week. Work heretofore required on Sunday may be required on the sixth day of the work week.

(d) Employees covered by this rule may perform any work attaching to their assignments in the performance of maintenance and running repairs. When equipment is sent to shops for general repairs, employees covered by this rule may perform any work of their respective crafts.

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

(f) 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 of these positions may be taken up for adjustment.

## **Rule 12. COMPOSITE SERVICE**

An employee temporarily assigned by proper authority to a position covered by this agreement paying a higher rate than the position to which he is regularly assigned for four (4) hours or more in one day will be allowed the higher rate for the entire day. An employee temporarily assigned to a position paying a higher rate of pay for less than four (4) hours in one day will be paid the higher rate on the minute basis with a minimum of one (1) hour. Except in reduction of force, the rate of an employee will not be reduced when temporarily assigned by proper authority to a lower rated position.

### **Rule 13. BULLETINING VACANCIES AND NEW POSITIONS**

(a) A vacancy of thirty (30) calendar days or less duration in an established position (as a result of sickness, injuries, transfers and leaves of absence) or a new position of thirty (30) calendar days or less duration or the position of a vacationing employee may be filled without bulletining by transferring the senior qualified employee assigned in the facility where such vacancy or position develops requesting same. In the absence of any such employee, the junior qualified employee in the facility may be assigned.

The assignment of an employee to fill the temporary vacancy shall be considered temporary until such time as the regular incumbent on leave or vacation returns. If more than 30 days, it will be bulletined as a temporary vacancy and the bulletin will indicate the temporary vacancy is due to one of the reasons listed in the above paragraph. When the regular incumbent returns, he will have the option of exercising seniority on any position bulletined during his absence or returning to the position he occupied prior to his absence. However, if he was displaced by a senior employee under the provisions of Rule 22(g) during his absence, he will not be permitted to return to his former position but may displace a junior employee upon his return.

If it is necessary to call furloughed employees other than those making requests under Rule 23 for temporary vacancies, it is understood that inability to accept the proffered employment shall not constitute a forfeiture of seniority rights. However, in the restoration of forces, or increase in forces, the provisions of Rule 22(d) shall govern, and shall not be construed as a "temporary vacancy" irrespective of the length of time additional forces may be required.

(b) A vacancy of more than thirty (30) calendar days duration in an established position or a new position of more than thirty (30) calendar days duration will be promptly bulletined on the seniority district upon which such vacancy or new position occurs. Such bulletin will be of the form in Appendix B-1 showing title of position, major assigned duties encompassed by such position, headquarters, rate of pay, hours of service and rest days.

New positions or vacancies which are known of in advance may be placed on bulletin up to a maximum of thirty (30) days in advance of the effective date.

(c) Bulletins issued pursuant to paragraph (b) will be posted for a period of ten\* (10) calendar days and employees desiring such vacancies or positions will file their written applications with the officer whose name appears on the bulletin during the bulletin period, with copy to the General Chairman of the craft involved and the Local Chairman at the point where the vacancy or position exists.

(d) Positions or vacancies so bulletined pursuant to paragraph (b) will be awarded to the senior qualified applicant within ten\* (10) calendar days after the bulletin period expires. A standard bulletin will be posted immediately announcing the name of the successful applicant for a bulletined position or vacancy.

(e) In the event there are no applicants for a position or vacancy bulletined pursuant to paragraph (b), such position or vacancy if to be filled will then be filled by using the senior qualified furloughed employee on the seniority district involved.

(f) Successful applicant will be placed on the new assignment within ten\* (10) calendar days from the date of the award if possible to do so. If not placed on the new assignment within ten\* (10) calendar days from the date of the award, the successful applicant will be entitled to the rate of the position worked or the rate of the new assignment, whichever is the greater, plus \$6.00 for each day worked.

\*(Fifteen (15) days for bulletins issued under Section IV-B of Implementing Agreement No. 1; Appendix "H")

(g) An employee voluntarily leaving his assigned position will not be permitted to return to the position which he has vacated except upon a subsequent vacancy, or unless there are no other applicants for the position. In the event that there are no applicants for the position (including the former incumbent) the junior unassigned man in the class in which the vacancy occurs will be assigned.

(h) Employees will be given cooperation by the Carrier in qualifying for positions secured in the exercise of seniority. When new jobs are created or permanent vacancies occur in the respective crafts, the senior qualified employee applying shall be given preference in filling such new jobs and permanent vacancies. In event such employee is not disqualified within thirty (30) days because of incompetency, he shall be considered qualified for such position.



(i) It is understood that rearrangement of forces within a location, which does not involve an increase or decrease in force, will be confined to that location and will not be subject to bulletin on the seniority district, nor will it give any employee at that location the right to exercise displacement outside his own work location facility.

#### **Rule 14. PROMOTION TO FOREMAN AND EMPLOYEE REPRESENTATIVES**

(a) Mechanics in service will be considered for promotion to positions of foremen; the following qualifications to govern:

1. Fitness for position,
2. Length of service.

(b) An employee promoted to an official or supervisory position with the Railway Company or an employee who accepts an official position with an organization party to this agreement will retain and accumulate seniority while filling such a position, subject to the terms of the Union Shop Agreement, as amended. (See exception Appendix "E")

(c) An employee involuntarily relieved from an official or supervisory position with the Company or an employee who is relieved, voluntarily or otherwise, from an official position with an organization party to this agreement may within thirty (30) calendar days thereafter return to his former position provided it has not been abolished or a senior employee has not exercised displacement rights thereon or he may exercise his seniority rights over any junior employee assigned to a bulletined position during his absence, provided he has not in the meantime returned to his former position. In the event such an employee's former position has been abolished or a senior employee has exercised displacement rights thereon, such an employee will have the right to exercise seniority as provided in Rule 22.

An employee displaced as a result of the return of an employee under this rule will have the right to exercise seniority as provided in Rule 22.

(d) An employee taken from the craft for assignment to special service will retain his seniority and be considered on leave of absence while performing such special service.

(e) An employee who voluntarily relieves himself from an official or supervisory position with the Carrier will only be permitted under this agreement to accept a vacancy in the seniority district in which he maintains seniority and will not be permitted to displace any employee on the initial move. (See exception Appendix "E" as amended on BN property.)

#### **Rule 15. PERMANENT TRANSFERS**

(a) Employees voluntarily transferring from one seniority list to another will, after thirty (30) days, forfeit all seniority rights, and will establish new seniority date on list to which transferred as of first day worked; such transfers to be made without expense to the company.

(b) Except as provided in Rule 38(g) employees temporarily transferred at the request of the company from one seniority list to another will retain their seniority providing they return to their home seniority list within six months.

#### **Rule 16. LEAVE OF ABSENCE**

(a) Except for physical disability, leave of absence in excess of ninety (90) days in any twelve (12) month period shall not be granted unless by agreement between the Management and the duly accredited representatives of the employees.

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

(c) An employee who fails to report for duty at the expiration of leave of absence shall be considered out of the service, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

(d) In cases of illness of employees, their names will be continued on the seniority roster.

(e) Employees may return to work prior to expiration of leave of absence provided sufficient notice is given to permit notifying relief employee not less than 24 hours prior to completion of last service he is to perform.

(f) Employees accepting other compensated employment while on leave of absence without first obtaining permission from the officer in charge and approved by the General Chairman shall be considered out of the service, and their names shall be removed from seniority roster.

(g) Employees on leave of absence or vacation as provided for in this rule upon returning to service, will be permitted to return to their former positions or may exercise their seniority in bidding on new jobs or vacancies created during their absence. If such employee returns to his regular position, the employee who was relieving him will return to his regular position. It is understood that all moves made under these rules must be made within twenty-four hours after the employee returns to service, and the employee affected by this move must also place himself within twenty-four hours.

(h) Employees serving on Committee work will, on sufficient notice, be granted leave of absence and such free transportation as is consistent with the regulations of the railroad.

(i) An employee who obtains permission to transfer to another craft or class, whether or not covered by this Agreement, which requires him to give up his seniority in his present craft, shall be considered on leave of absence for the time necessary to complete the probationary period or training program required to qualify for seniority in that craft or class, after which both the leave of absence and seniority in his former craft under this Agreement shall automatically terminate. The transferring employee may return to and exercise seniority in the craft from which he transferred only upon his involuntary failure to qualify for seniority status in the craft to which he transferred. This paragraph is not intended to apply to promotions under Rule 14.

#### **Rule 17. (Reserved for Future Use)**

#### **Rule 18. LONG AND FAITHFUL SERVICE**

(a) 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.

(b) An employee who has become physically unable to continue to perform the work of the position occupied by him may, by agreement between the Railway Company and the General Chairman, be given preference to such available work as he is able to handle at the rate of the position to be filled.

#### **Rule 19. ATTENDING COURT**

When employees are held from their regular service, or furloughed employees are called, to attend court as witnesses for the Company, they will be allowed compensation equal to what would have been earned had such interruption not taken place but not less than eight (8) hours at their regular rate of pay for each day so held. If required to serve as witnesses in addition to performing their regular work, all services required outside of their regular hours will be paid for as per Rule 6. If required to leave their home point, necessary expenses and transportation will be furnished by the Company. The Company will be entitled to certificate for witness fees in all cases.

#### **Rule 20. ATTENDING INVESTIGATIONS**

Employees shall not be required to lose time from their regular assignments because of being required to attend investigations or report for physical examinations. So far as is possible, investigations shall be conducted during regular working hours.

This rule shall include the duly authorized representative of the employee being investigated and "necessary" witnesses whose presence have been arranged for with their supervisor.

#### **Rule 21. PAYING OFF**

(a) Employees on day shifts shall be paid during regular working hours. Pay checks will be made available to night shift employees during the day.

(b) Regular pay days shall be established at each point. If the regular pay day falls on Saturday, checks

will be delivered on the preceding day. If the regular pay day falls on Sunday, checks will be delivered on the following day. If the regular pay day falls on a holiday which is neither a Saturday or Sunday, checks will be delivered on the preceding or following day.

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

Employees discharged or leaving the service of the company will be paid as promptly as practicable.

(e) During inclement weather employees will be paid under shelter where buildings are available.

## **Rule 22. REDUCING HOURS OR FORCE**

(a) When it becomes necessary to reduce expenses, forces will be reduced. When forces are reduced, employees will be laid off in reverse order of their seniority, employees remaining in service to take the rate of the job to which assigned. When one or more holidays occur in the assignment of an employee's workweek, the work hours for that assignment will be reduced by eight hours for each holiday except for those employees who are given four calendar days' advance notice that they will work.

In the event of force reduction which results in an employee not having sufficient seniority to hold a position at the terminal or point where employed, such employee may elect to remain in a furloughed status until such time as a vacancy thereat occurs. Employees electing this option under this rule must so signify in writing to Carrier and Local Chairman and will only be permitted to perform relief work under Rule 23 at the terminal or point from which furloughed. During the period of furlough, such employee will not be permitted to bid for vacancies on positions bulletined under Rule 13, and if not recalled to service at his terminal or point under paragraph (d) of this rule within one (1) year following the date of electing this option, such employee will be required to accept the first open position on his seniority district or his seniority will be terminated.

**NOTE:** Terminal or point as used herein refers to switching limits.

(b) Not less than five (5) working days' notice will be given before forces are reduced. (See emergency provisions)

(c) In reduction of forces, an employee holding seniority rights in more than one classification may revert to a lower class if no longer able to hold service in a higher class, but will be permitted to displace only the youngest man in such class who is junior to him.

(d) Employees laid off in reduction of force must keep their foreman advised of the address at which they may be called back. In restoration of forces, furloughed employees will be called back in the order of their seniority, and if they return to service within fifteen (15) days, they will retain their seniority and, if possible, be restored to their former position. Furloughed employees failing to return to service within fifteen (15) days of notice given to them at their last address will be considered out of service, unless prevented by sickness or disability, in which case they must request leave of absence as per Rule 16 within fifteen (15) days of such notice.

(e) In reduction or restoration of force, list of employees laid off or called back will be furnished Local Committee.

(f) The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping", will be permitted only when existing assignments are cancelled, in which case the employee affected may, within five (5) days, displace any employee his junior whose position he is qualified to fill. Each employee forced to exercise displacement rights at a point other than the one where he last worked will have up to five workdays from the close of the last shift at his old point to mark up at his new point, during which time he will be assigned work at the direction of the foreman.

### **Rule 23. USE OF FURLOUGHED EMPLOYEES**

(a) The Carrier shall have the right to use furloughed employees to perform relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph (b) 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.

(b) Furloughed employees desiring to be considered available to perform such 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 relief work under the provisions of this rule.

(c) Furloughed employees who have indicated their desire to participate in such relief work will be called in seniority order for this service.

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

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

#### **Rule 24. TRANSFER OF FURLOUGHED EMPLOYEES**

(a) Employees who have been in the service of the Railway Company for six (6) months or more and have been laid off on account of reduction in force, who desire to seek employment elsewhere, will upon application be furnished with transportation to any point desired on the System. Men hired at one point and sent to another to work will, regardless of the length of time in service, be furnished with transportation to the point from which sent, provided such request is made within fifteen (15) calendar

days from date of being laid off. The provisions of this rule are subject to pass regulations, State and National laws.

(b) While forces are reduced, if men are needed on another seniority district, qualified furloughed employees who have filed written application with the Master Mechanic or Shop Superintendent will be given preference on a seniority basis over new men, with privilege of returning to home seniority district when force is increased. If a position develops on home seniority district of thirty (30) calendar days or more he will return to his home seniority district. Should he fail to return to his home seniority district within thirty (30) calendar days after receiving notice, he will forfeit his seniority rights there, and his seniority will start as of his commencing date on the new position, subject to the provisions of Rule 26. Voluntary transfers under this rule to be made without expense to the Railway Company.

### **Rule 25. WORK WHEN SHOPS CLOSED**

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

### **Rule 26. SENIORITY**

(a) Seniority lists shall be posted in the month of January of each year and they will be open for correction for a period of sixty (60) days from the date of posting of the seniority roster on which an employee's name first appears following date of employment, and no change will be made thereafter unless attention of Foreman has been called in writing to any error within the limitations provided herein. Typographical errors may be corrected at any time.

(b) Seniority between two or more men employed at the same time on the same seniority roster, will be determined by the order in which the application forms are filed.

(c) Copy of seniority lists will be furnished Committeemen and General Chairmen.

(d) New employees shall not establish seniority until they have been in service sixty (60) days. After seniority



has been established under this rule, it shall be as of the date pay started.

(e) Seniority of all employees covered by this agreement shall begin at the time their pay starts in the class in which employed and shall be confined to the craft, class and seniority district at which employed, subject to the provisions of paragraph (d) of this rule.

(f) Seniority districts will be as follows:

(1) TWIN CITIES DISTRICT: Includes all seniority points within the territory embraced by the Twin Cities Operating Division, such as:

Minneapolis, Mn.	Jackson St., St. Paul, MN.
Daytons Bluff, MN.	Dale St., St. Paul, MN.
Minneapolis Jct., MN.	Como Shops, St. Paul, MN.
Northtown, MN.	Willmar, MN.
3rd St., St. Paul, MN.	Litchfield, MN.
Bridal Veil, MN.	Benson, MN.
Mississippi St., St. Paul, MN.	

(2) LAKE DISTRICT: Includes all seniority points within the territory embraced by the Lake Operating Division, such as:

Duluth, MN.	Range District, MN.
Superior, WI.	Brainerd, MN.
Allouez, WI.	St. Cloud, MN. (Shops)
Ironton, MN.	St. Cloud, MN. (Roundhouse)
Cloquet, MN.	

(3) DAKOTA-FARGO DISTRICT: Includes all seniority points within the territory embraced by the Dakota and Fargo Operating Divisions, such as:

East Grand Forks, MN.	Staples, MN.
Grand Forks, N.D.	Dilworth, MN.
Harwood, N.D.	Fargo, N.D.
Breckenridge, MN.	Sabin, MN.
St. Cloud, MN. (Shops)	St. Cloud, MN. (Roundhouse)

(4) MINOT-YELLOWSTONE DISTRICT: Includes all seniority points within the territory embraced by the Minot and Yellowstone Operating Divisions, such as:

Minot, N.D.	Jamestown, N.D.
Williston, N.D.	Glendive, MT.
Mandan, N.D.	Bainville, MT.

(5) CHICAGO DISTRICT: Includes all seniority points within the territory embraced by the Chicago Operating Division, such as:

Clyde (Cicero), ILL.	Rockford, ILL.
14th St., Chicago, ILL.	Ottawa, ILL.
Cicero, ILL.	North LaCrosse, WI.
Aurora, ILL.	Savanna, ILL.
Eola, ILL.	Aurora, ILL. (Shops)
Streator, ILL.	Eola, ILL. (Reclamation Plant)
Rock Falls, ILL.	
Zearing, ILL.	

(6) OTTUMWA DISTRICT: Includes all seniority points within the territory embraced by the Ottumwa Operating Division, such as:

Galesburg, ILL.	Burlington, IA.
Peoria, ILL.	West Burlington, IA. (Shops)
Rock Island, ILL.	Ottumwa, IA.
Barstow, ILL.	Des Moines, IA.
Lewiston, ILL.	Creston, IA.

(7) HANNIBAL DISTRICT: Includes all seniority points within the territory embraced by the Hannibal Operating Division, such as:

St. Joseph, MO.	St. Louis, MO. (Including North St. Louis and East St. Louis)
North Kansas City, MO.	
Hannibal, MO.	Centralia, ILL.
Brookfield, MO.	Herrin Jct., ILL.
West Quincy, MO.	Beardstown, ILL.
Keokuk, IA.	
Fort Madison, IA.	

(8) LINCOLN DISTRICT: Includes all seniority points within the territory embraced by the Lincoln Operating Division, such as:

Sioux City, IA.	Hastings, NE.
Pacific Jct., IA.	Wymore, NE.
Council Bluffs, IA.	Havelock, NE. (Shops)
Omaha, NE.	Havelock, NE. (Stores Dept)
Lincoln, NE.	
Perry, NE.	

(9) ALLIANCE DISTRICT: Includes all seniority points within the territory embraced by the Alliance Operating Division, such as:

Alliance, NE.	Denver, CO.
Edgemont, S.D.	Sterling, CO.
Guernsey, WY.	McCook, NE.
Casper, WY.	Sheridan, WY.

(10) ROCKY MOUNTAIN DISTRICT: Includes all seniority points within the territory embraced by the Rocky Mountain Operating Division, such as:

Greybull, WY.	Butte, MT.
Livingston, MT.	Helena, MT.
Laurel, MT.	Billings, MT.
Missoula, MT.	

(11) MONTANA DISTRICT: Includes all seniority points within the territory embraced by the Montana Operating Division, such as:

Great Falls, MT.	Havre, MT.
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(12) SPOKANE DISTRICT: Includes all seniority points within the territory embraced by the Spokane Operating Division, such as:

Whitefish, MT.	Spokane-Parkwater, Wash.
Yardley, MT.	Ephrata, Wash.
Hillyard, Wash.	Pasco, Wash.
Wenatchee, Wash.	Yakima, Wash.
Spokane, Wash.	Toppenish, Wash.

(13) PACIFIC DISTRICT: Includes all seniority points within the territory embraced by the Pacific Operating Division, such as:

Tacoma, Wash.	Seattle, Wash. (King Street Passenger Station)
Auburn, Wash.	Everett, Wash.
Seattle, Wash.	Cle Elum, Wash.
Interbay, Wash.	Sumas, Wash.
Delta, Wash.	Olympia, Wash.
Vancouver, B.C.	Bellingham, Wash.
Hoquiam, Wash.	South Tacoma Shops, Wash.

(14) PORTLAND DISTRICT: Includes all seniority points within the territory embraced by the Portland Operating Division, such as:

Portland, Ore.	Kelso, Wash.
Vancouver, Wash.	Eugene, Ore.
Klamath Falls, Ore.	Sweet Home, Ore.
Wishram, Wash.	Albany, Ore.

(g) (1) There shall be a seniority roster for mechanics, helpers and apprentices for each of the fourteen (14) seniority districts listed above. There will be no separation of seniority for locomotive and car departments. Prior rights heretofore in existence by specific agreement at particular points on any of the individual carriers will be perpetuated at those points.

(2) Crane operators now holding seniority as such will be carried on separate seniority rosters covering the entire district, and will have prior rights to any vacancies as crane operator. When vacancies as crane operator on cranes of less than 40 tons occur they will be bulletined as such, and if there are no bidders from the crane operators' roster the senior electrician helper bidding for the position will be assigned thereto and will establish seniority as crane operator as of the first day of service as such. When vacancies as crane operator on cranes of 40 tons or over occur they will be bulletined as such and if there are no bidders from the crane operators' roster the senior electrician mechanic bidding for the position will be assigned thereto, and will establish seniority as crane operator as of the first day of service as such. Crane operators on cranes of less than 40 tons shall not have bumping rights to crane operators' positions of 40 tons or over, and bids from such employees to positions of crane operator of 40 tons or

over will be considered only when there are no bidders from the ranks of 40 ton crane operators or electricians. Crane operators of 40 tons or over shall retain their mechanic's seniority and crane operators of less than 40 tons shall retain their helper's seniority. Crane operators who, on the date of this agreement, do not have a seniority date either as helper or electrician will be given their original dates they previously held in either of those categories. This rule shall not prevent the use of crane operators on cranes of less than 40 tons from performing electrician helpers' work, or the use of crane operators of 40 tons or over from performing electrician mechanics' work when no crane operation is necessary.

## **Rule 27. ASSIGNMENT OF WORK -- USE OF SUPERVISORS**

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

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

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

(b) This rule does not prohibit Foremen in the exercise of their duties to perform work.

(c) This rule does not prohibit stationary engineers or stationary firemen from making minor repairs incidental to the continuous operation or maintenance of stationary power plants.

(d) Helpers assisting mechanics and apprentices will perform such helpers' work as may be assigned to them to the end that they may be fully occupied. Helpers shall in all

cases, except as otherwise provided, work under the orders of the mechanic or apprentice, and both under the direction of the leadman or Foreman.

(e) When the service requirements do not justify the employment of a mechanic in each craft, the mechanic or mechanics on duty will, so far as they are capable, perform the work of any other craft that may be necessary. In the event a question arises as to the practical application of this rule, a joint check shall be made when so requested by the General Chairman.

(f) If and when roadway equipment is sent to mechanical shops for repairs, operators of such machines shall be permitted to direct the making of such repairs.

### **Rule 28. BEREAVEMENT LEAVE**

In the event of death of a spouse, child, stepchild, parent, stepparent, parent-in-law, grandparent, brother or sister of an employee who has been in service one (1) year or more, such employee will be allowed not to exceed three (3) working days paid leave to attend the funeral and handle personal matters in connection therewith.

### **Rule 29. OUTLYING POINTS**

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

### **Rule 30. (Reserved for Future Use)**

### **Rule 31. (Reserved for Future Use)**

**Rule 32. SUPERVISORY -- TEMPORARY ASSIGNMENT**

An employee assigned temporarily to fill a Foreman's position will assume the hours of service applying to such position and will be paid a differential of 20% above his daily rate of pay for all services performed as a temporary foreman.

**Rule 33. LEADMEN**

In small gangs, not more than twelve (12) employees, a working mechanic may be assigned who will take the lead, participate in and direct the work of other members of the gang, and will be paid six (6) cents per hour over the highest rate paid mechanics he supervises.

**Rule 34. CLAIMS OR GRIEVANCES**

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

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

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by

the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 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.

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

(e) This rule recognizes the right of representatives of the Organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

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

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

(h) Conferences between local officials and local committees will be held during the regular working hours of the day shift without loss of time to the committeemen, providing such conferences are held at the point where committeemen are employed.

(i) Prior to assertion of grievances as herein provided, and while questions of grievances are pending,



there will neither be a shutdown by the employer nor a suspension of work by the employees.

### **Rule 35. INVESTIGATIONS**

(a) An employee in service more than sixty (60) days will not be disciplined or dismissed until after a fair and impartial investigation has been held. Such investigation shall be set promptly to be held not later than twenty (20) days from the date of the occurrence, except that personal conduct cases will be subject to the twenty (20) day limit from the date information is obtained by an officer of the Carrier and except as provided in (b) hereof. Personal conduct cases have reference to violation of rules involving an individual's conduct such as dishonesty, immorality or vicious action. The date for holding an investigation may be postponed if mutually agreed to by the Carrier and the employee or his duly authorized representative, or upon reasonable notice for good and sufficient cause shown by either the Carrier or the employee.

(b) In the case of an employee who may be held out of service in cases involving serious infraction of rules pending investigation, the investigation shall be held within ten (10) days after date withheld from service. He will be notified in writing at the time held out of service of the precise reason therefor.

(c) At least five (5) days' advance written notice of the investigation shall be given the employee and the appropriate local organization representative, in order that the employee may arrange for representation by a duly authorized representative and for the presence of necessary witnesses he may desire. The notice must specify the precise charge for which investigation is being held. The Carrier shall produce at the investigation all necessary employee witnesses who have direct personal knowledge of the matter under investigation. If the General Chairman or a member of his office desires to represent an employee at an investigation, it will be permissible for a local committeeman to also attend as a representative. Unless conditions or circumstances warrant other arrangements, efforts will be made to hold the investigation at the city where the employee is headquartered.

(d) A decision shall be rendered within twenty (20) days following the investigation, and written notice of discipline will be given the employee, with copy to local organization's representative.

(e) The employee and the duly authorized representative shall be furnished a copy of the transcript of investigation, within twenty (20) days. The employee or his representative will not be denied the right to take a stenographic or tape recording of the investigation.

(f) The investigation provided for herein may be waived by the employee in writing, in the presence of a duly authorized representative. If the designated Carrier Officer agrees to grant the request, the employee will be advised of the discipline to be assessed prior to being required to sign the request for waiver of formal investigation form.

1. The investigation will not be waived unless the form is signed by the employee under investigation, his duly authorized representative, and the designated Carrier Officer.
2. This procedure is entirely voluntary on the part of the employee under charge.
3. If waiver is not granted, the request shall not be referred to nor cited by either party during subsequent handling.
4. If signed, a copy of the executed form will be furnished the employee under charge and his duly authorized representative.
5. The discipline agreed to and assessed in connection with this provision is not subject to appeal by the employee or his duly authorized representative.

(Sample form for waiver of investigation on next page)

(g) If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from the record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him, resulting from such discipline or suspension, less any amount earned during such period the disciplinary action was in effect.

(h) The provisions of Rule 34 shall be applicable to the filing of claims and to appeals in discipline cases.

(i) If investigation is not held or decision rendered within the time limits herein specified, or as extended by agreed to postponement, the charges against the employee shall be considered as having been dismissed.

**REQUEST FOR WAIVER OF FORMAL INVESTIGATION**

\_\_\_\_\_, 19\_\_\_\_

Mr. \_\_\_\_\_

Carrier Officer

\_\_\_\_\_  
Location

Dear Sir:

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

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

APPROVED:

\_\_\_\_\_  
Duly Authorized Representative

\_\_\_\_\_  
Employee under charge

REQUEST GRANTED:

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Carrier Officer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Rule 36. APPLICANTS FOR EMPLOYMENT**

An applicant for employment will be required to fill out and execute the Railway Company's application forms, and pass required physical and visual examinations, and give proper reference as to previous experience and ability to perform the class of work for which application is made. If application is not disapproved within sixty (60) calendar days from commencement of service, the application will be considered as having been approved, unless it is found that false information has been given, in which event applicant will not be dismissed without an investigation, if he so desires.

### **Rule 37. REPRESENTATIVES OF EMPLOYEES**

(a) The Carrier recognizes the right of the duly accredited employee representatives, after notifying local management and making arrangements, to come onto Carrier property for a reasonable period of time to investigate complaints or grievances or to confer with Local Chairmen provided that in doing so they will not interfere with the performance of other employees' work.

(b) Committeemen will be granted leave of absence and such free transportation as is consistent with the regulations of the Carrier and those of Amtrak when delegated to represent other employees.

### **Rule 38. APPRENTICES**

(a) Selection - Management shall select candidates for apprenticeship solely on the basis of the applicants' qualifications. Applicants for electrician apprenticeships with pertinent electronics or electrical training will be given preference. An apprentice who resigns to accept other employment should not be reemployed as an apprentice in the same craft from which he resigned.

(b) Training Period - Apprentices shall serve eight training periods, totaling 976 days. These training periods contemplate days of actual work on regular working days. However, paid holidays falling on days of the apprentices' work week and vacation with pay shall be credited toward the required days of the training period in the same manner as days of work. Overtime worked by apprentices shall not be counted. The Carrier shall make available to apprentices, including those upgraded, a mutually agreed to comprehensive

written examination, covering the theoretical and practical material contained in their training schedule, which may not be taken prior to the start of their 6th period and provided the apprentice has successfully completed all the educational lessons contemplated in paragraph (f). Apprentices who successfully pass this written examination, a score of 70 per cent (70%) or better will be considered passing, must serve 6 periods after which he will be considered as having completed his apprenticeship and will receive a retroactive seniority date as per paragraph (1). No apprentice shall be entitled to take this examination more than twice and must wait 60 days between examinations. The Carrier shall notify the General Chairman of the results of these examinations indicating which apprentices passed and which failed.

(c) Probationary Period - All apprentices shall be subject to a probationary period of 122 workdays, during which they may be dropped at any time they are determined by the Company to show insufficient aptitude or interest to learn the trade. However, when an apprentice is dropped after the 61st day of the probationary period, 5 calendar days' notice will be given to the local chairman. Nothing in this paragraph shall be construed as prohibiting an apprentice from being dismissed or dropped from the apprenticeship program through the procedures of Rule 35 for cause, subsequent to the probationary period.

(d) Hours of Work - Apprentices may be assigned to the same hours, starting time and work weeks to which mechanics are assigned at the facility in question, except that apprentices during the first four periods of the apprenticeship shall only be assigned to the first shift and the ratio of not more than one apprentice to three mechanics shall be applied on each shift unless otherwise agreed to by the local committee in individual cases. However, apprentices shall not be placed on the overtime call list; and they will be used for overtime work only when all available mechanics on the overtime call list have been called.

(e) On-the-Job Instruction - Apprentices shall work under the direction of a journeyman of the craft. Two apprentices shall not be directed to work together as partners. Apprentices will be trained at points which have adequate facilities for training.

(f) Technical Instruction - Each apprentice, including those upgraded, will receive and complete a course of instruction on the technical subjects related to his trade,

the cost of which shall be paid by the company. This related instruction may include classroom instruction provided on company property, at outside vocational or trade schools during other than regular working hours, correspondence courses, or a combination thereof. The total amount of related instruction will be at least 144 hours per year, or equal in substance to the program currently in effect from the Railway Educational Bureau. The company will pay for the cost of any drawing instruments and supplies which will become the property of the apprentice upon satisfactory completion of technical training. If the training is terminated for any reason prior to completion, the drawing instruments and unused supplies shall be returned to the company in good condition or the cost may be deducted from the employee's wages due. When the Company determines that an apprentice has not maintained satisfactory progress on related technical training, he may be dropped from the apprenticeship program, which shall be handled in accordance with Rule 35 after the probationary period specified in paragraph (c) above. Progress in connection with correspondence lessons and/or classroom attendance will not be considered satisfactory if the apprentice becomes delinquent in completing his lessons or fails to attend more than one classroom assignment or if the apprentice becomes more than three months behind in re-working lessons graded at less than 75%; but illness or other causes beyond the control of the apprentice will be taken into consideration. An apprentice dismissed from service solely because of unsatisfactory progress in technical training will be reinstated if he submits all lessons in arrears in satisfactory condition to the apprentice supervisor within 10 calendar days after his dismissal.

(g) Transfers - Apprentices who are not working in an upgraded mechanic status may be required to transfer to any other facilities and locations away from their home point for the purpose of improving their training. When such a transfer is to a facility more than 30 miles from the apprentice's present facility, fifteen (15) calendar days' notice in advance will be given, and the following special rules will apply (this does not include permanent transfers voluntarily made by the apprentice or temporary transfers allowed at the request of the apprentice and not required by management):

1. Transportation for the initial trip to the away-from-home point and for the final return trip for the transfer back to home point will be furnished by the Carrier or at the Carrier's option, the Carrier's authorized rate per mile will be paid for the round trip. In addition, for that round trip, the apprentice

shall be allowed the straight time hourly rate of pay while traveling during the regular working hours of his work week, but time traveling outside his regular working hours and on rest days shall not be paid for.

2. At the time notice of transfer is given, the apprentice will also be advised as to whether he will be paid meal and lodging expense allowance under Rule 9(c) or whether he will be reimbursed for the actual necessary expenses of moving his household goods and the actual necessary traveling expenses of himself and the members of his family in making the transfer. If the transfer of the apprentice is for the purpose of attending a technical or manufacturer's school he shall be paid the hourly rate of his position for eight hours per work day, five work days per week, during such periods of assignment and the rule 9(c) expenses.

(h) Apprentice Seniority - Apprentices who hold seniority in other classes under agreements with any other craft, will retain and accumulate that seniority during their training period; but all such seniority shall automatically terminate upon acquisition of a mechanic's seniority date. Apprentices will hold seniority as such, separated by crafts, on the seniority district where their training commenced, as of the first day worked as apprentice. This seniority will be utilized only for the purposes of vacation selection, reductions in force and for choice of working hours and rest days, when more than one apprentice is in training at the same point and a seniority preference can be honored without interfering with training in the various aspects of work. Apprentices will not obtain seniority on other seniority districts to which they may be transferred for the purpose of acquiring training and experience.

(i) Administration - The Company shall designate some particular person to supervise the apprenticeship program and the training program as outlined. Adequate records will be maintained as to the work experience, related instruction and progress of each apprentice and will be made available for inspection to the General Chairmen of the crafts involved. These records for any apprentice may be destroyed 60 days after his certificate of completion has been issued. In the event an apprentice is not making satisfactory progress, the Carrier's representative referred to herein and the General Chairman of the craft involved, shall attempt to ascertain the cause and correct any deficiencies.

(j) Training Schedule - Apprentices will receive training and on-the-job experience in the below-listed aspects of their trade sufficient to enable them to perform their duties in an efficient and workmanlike manner, in accordance with a detailed program to be prepared and furnished to the General Chairman from time to time by the apprentice supervisor, and the response of the General Chairman will be given consideration with the view of upgrading the training programs. Insofar as practicable, on-the-job training and technical training will be on the same subject at the same time. It is recognized that because the facilities and work vary from point to point and seniority district to seniority district, the training schedules will vary accordingly in order to properly train the apprentice for the work he is most likely to be required to perform as a mechanic. These training schedules are not intended to change classification of work rules or jurisdictional practices.

Electrician Apprentices:

(1) ELECTRICAL SHOPS:

Instruction in electrical inspecting, testing, adjustments, and repairs to motors, generators, commutators, switches, contactors, relays, thermostats, disconnects, meters, distributor panels, motor generator sets, converters, electric welding machines, starting compensators, and other electrical equipment repaired in the shop; repairs to electric controls, relays, reversers, control panels used on diesel locomotives; repairs to electric controls and components thereof related to passenger cars' air conditioning, and car lighting equipment; winding armatures and coils; use, operation and repair of electrical and electronic test equipment such as volt ohm meters (A.C. and D.C.), vacuum tube volt meter, signal generators, meggers, digital frequency counters, local control test sets, osilloscopes, power supply units and other sophisticated electrical test equipment as it is made available for use; oxyacetylene and electric welding; study of wiring diagrams, prints and schematics relative to the above listed items.

(2) LOCOMOTIVE ENGINE (Electrical portion) maintenance, inspection and repair:

Electrical inspection, trouble shooting, adjusting and repair (running repairs); inspection, repair and maintenance of traction motors, main generators, blower



motors, auxiliary generators, dynamic grids, fuel pump motors, eddy current clutches, electrical repairs to the same while in motion; removal, testing and repair also application of electrical controls, electric panels, electric fixtures, heaters, lights, train alerters and other similar electrical equipment; rewiring of cab bodies and locomotives - all conduit work; operation and use of electronic test equipment relative to the above; study of wiring diagrams, prints and schematics relative to the above.

(3) CAR SHOPS and running repair points:

Car lighting, air conditioning and wiring, conduit work; electrical repairs to motors, generators (A.C. and D.C.), electric water coolers, electric dining car equipment, transformers, power supply equipment pertaining to electricians' work; removal and application of solid state controls, control panels, alternators, rotary converters, generating control panels and other similar electrical equipment; mechanical refrigeration (electricians' work) removal and application of electrical and electronic controls, components thereof, conduit wiring, trouble shooting and repairs, cabooses and heater cars - wiring, conduit work, testing, installation of batteries, cables and other electrical equipment, instruction in the use of watt hour meter and hydrometer; battery shop - inspect, test, rebuild, repair and charge batteries; instruction in the use of all electrical and electronic test equipment used on the above items.

(4) ROADWAY MACHINERY AND EQUIPMENT:

Wiring, testing, adjusting, repairing and rebuilding motors, generators, amplifiers, magnetos, electromatic tampers (electrical part), battery chargers, electric welding machines, electric controls and electric eyes.

(k) Apprentices in Service - Any apprentice who has started his apprenticeship training before the date of this agreement shall have the remainder of his training changed to conform as nearly as practicable to this agreement, and the overall length of his training shall not exceed the time specified in paragraph (b) if it has not already done so. Any apprentices whose training is so altered and who end their training on the same date, will be placed on the seniority roster in the same order as their standing in the training program, determined by the number of days completed on the date of this agreement.

Under ordinary circumstances, journeymen electricians will not be laid off in force reduction ahead of electrician apprentices at a point where one or more apprentices are employed.

(l) Completion of Apprenticeship - Upon completion of the apprenticeship training program under this agreement, the apprentice will be placed on the journeyman mechanics' roster of his craft on the seniority district where he commenced his training. His seniority date shall be arrived at by counting back from the date following the date he completed the apprenticeship program, 976 working days for an apprentice, but less any days he may have been credited with as a result of experience credit or of passing the written examinations. In counting back the 976 working days, all the normal working days (5 days per week) at the shop in question, which were available to be worked (whether he worked or not), plus his paid holidays and vacations with pay, shall be counted. However, employees who entered military service or lost time due to National Guard or military reserve training or duty after having started an apprenticeship, shall omit time lost due to such military service in accordance with legal requirements of applicable veterans' reinstatement legislation. Time lost due to on-the-job injuries shall also be omitted. Application of this paragraph to apprentices who start their training before the date of this agreement shall not result in a seniority date earlier than the date following the date of this agreement. Tied seniority dates for such employees shall be resolved by ranking the employees in accordance with the last sentence of paragraph (k). Upon completion of his apprenticeship the employee may, within five calendar days, displace any employee his junior whose position he is qualified to fill.

(m) Experience Credit - Any apprentice with previous experience or formal training applicable to his craft may, upon written request submitted to the apprentice supervisor before the end of the first six (6) months of his apprenticeship, have such experience or training evaluated within thirty (30) days by the apprentice supervisor and the General Chairman of the craft involved. Experience may include all or part of the time spent as an electrician helper or crane operator with the Carrier if the apprentice can convince both the apprentice supervisor and the General Chairman that he has the necessary training and experience. The apprentice supervisor shall after joint evaluation advise the apprentice within sixty (60) days of the date of the apprentice's request, of any advanced credit he will be

granted. If after joint evaluation, the apprentice supervisor and the General Chairman are unable to agree on granting of advanced credit, and the General Chairman confirms his position in writing, the apprentice will be advised that no advanced credit will be granted. Should the General Chairman fail to participate in the evaluation, or fail to submit his decision thereon to the apprentice supervisor within the sixty (60) days, the apprentice supervisor shall make the determination which shall be final. In no event shall such advanced credit result in establishment of a seniority date prior to the first date of actual employment with the Carrier.

(n) Ratio - The ratio of apprentices in each craft on the seniority district shall not be more than one (1) to three (3) mechanics, and shall be applied as nearly as possible at each point and during force reductions. When the needs of the service require more apprentices, the matter shall be submitted to the General Chairman of the craft involved.

(o) General Apprenticeship Committee - A general committee on apprenticeship is hereby established, composed of the General Chairman or his representative and a designated representative of management. These representatives may be changed at any time and may be designated as limited to handling certain subject matters. These committees shall have no formal organization and shall exist for the sole purpose of expediting and upgrading, as new technology is introduced into the industry, the training program contemplated herein. By mutual agreement periodic oral, written or practical examinations may be given to the apprentices to determine the effectiveness of the training program. The committee shall meet at mutually convenient times on request of either party, and as often as necessary to handle affairs properly within its scope. The committee shall meet in joint session on matters of common concern. Either party requesting a meeting of the committee shall submit a written description of the matters he desires to discuss.

(p) Safety - All apprentices shall receive instruction on safety practices throughout the term of apprenticeship.

(q) Certificate - The following certificate shall be furnished to all apprentices upon completion of apprenticeship:

**Certificate of Apprenticeship**

This will certify that on \_\_\_\_\_, 19 \_\_\_\_\_,  
\_\_\_\_\_  
completed the course of apprenticeship prescribed for \_\_\_\_\_  
\_\_\_\_\_ and is entitled to the rate of pay and conditions of service of a mechanic  
in that craft.

\_\_\_\_\_  
Asst. Vice President, Mechanical

(r) Rates of Pay - The following rates of pay will prevail for all apprentices:

		Rate W/O COLA <u>1/1/83</u>	Rate Inc. COLA <u>1/1/83</u>
<u>Apprentices</u>			
First 122-day period	per hour	\$8.46	\$10.27
Second 122-day period	per hour	8.53	10.34
Third 122-day period	per hour	8.68	10.49
Fourth 122-day period	per hour	8.81	10.62
Fifth 122-day period	per hour	9.05	10.86
Sixth 122-day period	per hour	9.21	11.02
Seventh 122-day period	per hour	9.37	11.20
Eighth 122-day period	per hour	9.53	11.40

**Rule 39. UPGRADING**

(a) The upgrading of apprentices to positions of electricians may be made only when all electricians in the seniority district are assigned to work not less than 40 hours per week (except in a week in which a holiday occurs) and there are no additional qualified electricians available with which to increase the force.

(b) The upgrading of apprentices to serve as an electrician will be made in seniority order except as provided for in paragraph (c) hereof.

(c) Initial advancement of apprentices to service as an electrician will be made in seniority order unless the apprentice is unqualified to perform service in an advance capacity. The local supervisor and local committee will agree to the qualifications of the apprentice subject to the approval of the Shop Superintendent or General Foreman and General Chairman.

(d) Electrician apprentices will not be upgraded except by written agreement on an individual basis between the General Chairman and the local Carrier Representative. However, the senior apprentice at the location or those apprentices from other locations in the seniority district as provided for in paragraph (g) may be upgraded immediately, pending the execution of the written agreement required herein, for a period not to exceed sixty (60) days.

(e) The local Carrier Officer shall advise the General Chairman and Manager of Mechanical Training in writing, when an apprentice is upgraded or downgraded.

(f) Apprentices upgraded under this agreement shall continue to accumulate seniority as apprentices and all time worked, except overtime, as an upgraded electrician will be credited to their apprenticeship time. Upon completion of the apprenticeship time the upgraded apprentice will be placed on the appropriate electrician's roster in accordance with the provisions of Rule 38.

(g) Only apprentices employed at the location where the vacancy exists, or those apprentices from other locations in the seniority district who have signified, in writing, to their supervisor and the General Chairman their willingness to accept an upgraded position at any location in their seniority district at least fifteen (15) days prior to the existing vacancy, will be considered for upgrading.

(h) A seniority roster will be established and maintained for apprentices advanced to service as electricians denoting the date of initial advancement. This roster shall be used for the downgrading and upgrading of these employees, the assignment of vacations, force reductions, bidding for positions, and for any seniority moves involving service in an upgraded capacity. Copy of such roster will be furnished to the Local Chairman.

(i) If qualified journeymen furloughed from other BN seniority districts desiring employment become available at locations where apprentices are advanced, such qualified electricians will be employed in preference to advanced apprentices.

(j) Apprentices advanced under this agreement shall not be advanced for periods of less than 30 days at a time.

(k) Apprentices returning from military service will be permitted to displace junior employees upgraded during their absence.

#### **Rule 40. CONDITION OF SHOPS**

(a) Good drinking water, artificially cooled when necessary, will be furnished. Drinking fountains will be provided where practicable.

Pits, floors, toilets and wash rooms will be kept in good repair and in a sanitary condition and employees will cooperate to that end.

(b) Shops, locker rooms, and wash room will be lighted and heated in the best manner possible consistent with the source of light and heat available at the point in question.

#### **Rule 41. PERSONAL INJURIES**

Employees injured while at work will be required to make a written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. A copy of such report will be retained by the employee. Proper medical attention will be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case. All claims for personal injuries must be handled with the Personal Injury Claim Department.

#### **Rule 42. POSTING NOTICES**

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

#### **Rule 43. SHOP TRAINS OR BUSSES**

Where shop trains or busses are operated by the Company, shop craft employees will be granted the same consideration for transportation as is granted to other employees of the Company.

#### **Rule 44. TRANSPORTATION**

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

## **Rule 45. PROTECTION TO EMPLOYEES**

(a) When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts insofar as necessary, shall be cleaned before mechanics are required to work on same.

(b) Employees subjected to excessive heat by reason of working in or about hot fire boxes or at furnaces or flange fires, and operators of oxyacetylene welding or cutting torch, and electric welding operators, will be given ample time to dry off before being sent outside in cold weather.

(c) Helpers while engaged on flange fires will not be required to perform other work between heats; regularly assigned men will be used on the flange fire.

(d) Men engaged in handling storage batteries and mixing acids will be provided with acid-proof rubber gloves, hip boots and aprons.

(e) Crayons, soapstone, tool handles (including claw hammer handles) saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, pipe wrenches 18 inches and over, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and stripping pencils, brushes, paint masks and protection rouge will be furnished by the Company.

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

(g) Tapping or reaming will not be done in fire boxes in such manner as to endanger men working on inside of fire box.

(h) Work around locomotives and cars where there is a likelihood of the equipment being moved, will be properly protected in conformity with safety rules established by the Carrier. The Carrier recognizes the right of the employee to protect himself in all circumstances in conformity with the safety rules.

(i) Except in emergencies, no changes or repairs will be made in electric fixtures in shops and roundhouses other

than by employees who are qualified for service of that character. Does not apply to locomotives and other rolling equipment.

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

(k) Employees will not be assigned to jobs where they will be exposed to sandblast and paint sprayers while in operation.

#### **Rule 46. HELP TO BE FURNISHED**

Sufficient helpers will be furnished to handle such work as required.

Management shall select candidates for positions as helpers solely on the basis of the applicant's qualifications. When experienced helpers are available, they will be used in preference to inexperienced men.

#### **Rule 47. SCRAPPING AND RECLAIMING MATERIAL**

Locomotives, engines, boilers, tanks, machinery, or other material assigned to scrap may be stripped or scrapped by helpers but usable material will be reclaimed by mechanics; this not to apply to stripping equipment for repairs.

#### **Rule 48. CHECKING IN AND OUT AND TIME CORRECTIONS**

(a) Employees who are required to check in and away from work on their own time will be allowed one minute for each hour of time actually worked.

(b) When time claimed by an employee is not allowed, he will be promptly notified in writing as to correction and reason therefor.

#### **Rule 49. JURY DUTY**

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight-time rate of his position for each day lost less the amount allowed him



for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

(1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty: (a) ends within four hours of the start of his assignment; or (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

(6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

#### **Rules 50-74. (Reserved for future use)**

#### **Rule 75. QUALIFICATIONS**

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

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

**Rule 76. CLASSIFICATION OF WORK**

DIESEL, DIESEL ELECTRIC, TURBO OR OTHER TYPE LOCOMOTIVE  
MAIN GENERATORS AND/OR ALTERNATORS

Electricians' work shall consist of the winding and rewinding, assembling and disassembling (except for removal and application of armatures and bearings at points where now performed by other crafts), maintaining, blowing, dismantling, repairing, rebuilding, wiring, adjusting, inspecting, balancing, testing of main generators and/or alternators.

Remove and apply the end bell on the main generator.

Remove and apply slip rings from the generator or alternator, remove, apply, repair, replace and maintain other electrical equipment such as wiring, bus bars, brush rigging including brush maintenance, fields and interpoles, transposing leads, diodes, resistors, fuses, capacitors, transducers, internal and external cleaning, undercutting, insulate electrical equipment and housings with insulating paint by spraying or brushing, jig stoning by hand and/or machines, slotting, impregnate and bake armatures, apply, remove or replace inspection covers or doors for maintenance purposes.

Apply, remove or replace insulating clamps, cleats and terminal blocks.

Inspect, test, repair, replace and/or jig stone slip rings.

TRACTION MOTORS

Electricians' work shall consist of winding and rewinding, assembling and disassembling (except for removal and application of armatures and/or bearings at points where now performed by other crafts) armatures or stators, maintaining, electrical repairing, rebuilding, wiring, adjusting, inspecting, testing, blowing of traction motors.

They shall also connect and disconnect traction motor cables from the locomotive, including clamps, lugs, ground straps, insulating boots, sleeves and retaining blocks.

They shall also repair, inspect, test, maintain, adjust, remove, install or replace all electrical cables, insulation, interpoles and fields, brushes, brush holders, rebrushing of traction motors, clean by whatever means all internal parts including inside and outside of stators, insulate internal and external electrical equipment with insulating paint by spraying or brushing, including internal housing, clean, band, balance and undercut, vacuum impregnate and bake, jig stoning by hand and/or machine, slotting of commutators, test run motors as required before installation.

Apply, remove or replace inspection covers for maintenance purposes.

### AUXILIARY GENERATORS

Electricians' work shall consist of all assembling, maintaining, dismantling, repairing, rebuilding, wiring, winding, rewinding, adjusting and testing.

They will connect and disconnect the electrical leads to the auxiliary generator or exciter, also remove and apply other electrical equipment such as brush riggings, brushes, fields, pole pieces, connect and disconnect auxiliary generator cables from the locomotive including conduit, clamps and insulating boots, clean all internal parts of auxiliary generator including inside and outside of stators, jig stone and slot commutators, inspect, clean, band, balance, repair, undercut, impregnate and bake armatures.

Apply, remove or replace inspection covers for maintenance purposes.

Remove and apply armature from the auxiliary generator, insulate electrical equipment and internal housing with insulating paint by spraying or brushing, make repairs to auxiliaries including the replacement of bearings.

### BLOWER MOTORS AC - DC

Electricians' work shall consist of all inspecting, testing, assembling, maintaining, dismantling, repairing, rebuilding, wiring, adjusting, cleaning of all blower motors, winding and rewinding armatures; Electricians will connect and disconnect the electrical leads of all blower motors, also remove and apply other electrical equipment such as brush rigging, brush holders, brushes, fields and interpoles, including winding and rewinding, connect and disconnect blower motor cables including conduit, clamps,

lugs, insulating boots; Electricians shall inspect, test, maintain, repair, adjust, remove and replace all electrical insulation, clean internal parts of blower motors including inside and outside of stators, jig stone by hand and/or machine, slot and undercut commutators, inspect, clean, band, balance, repair, impregnate, and bake armatures, remove, apply or replace armature from blower motors, insulate electrical equipment and internal housing with insulating paint by spraying or brushing.

Apply, remove or replace inspection covers for maintenance purposes, make repairs to motors including replacement of bearings.

#### COOLING FAN MOTORS

Electricians' work shall consist of all assembling, maintaining, dismantling, repairing, rebuilding, rewiring, adjusting, inspecting and testing of all cooling fan motors winding and rewinding, including installation and removal of armatures.

They will connect and disconnect the electrical leads of all cooling fan motors also remove and apply other electrical equipment such as brush riggings, brush holders, brushes, fields and interpoles, insulation, clean internal parts of cooling fan motors, jig stone, slot commutators, undercut, inspect, clean, band, balance, repair, and impregnate and bake armatures; apply, remove or replace inspection covers for inspection purposes, insulate electrical equipment and internal housing by spraying or brushing; clean internal parts of cooling fan motors including inside and outside of stators, make repairs to motors including replacement of bearings.

#### DRINKING WATER COOLERS

Electricians' work shall consist of inspecting, testing, adjusting, maintaining, installing, removing, cleaning, connecting, disconnecting, applying freon and lubricating of drinking water coolers; Electricians shall also install and remove compressor belt, perform all thermostat related work, all work related to motor including inspecting, testing, installing, removing, repairing, maintaining, connecting and disconnecting the electrical leads to motor.

#### CAB HEATERS - ELECTRIC TYPE

Electricians' work shall consist of inspecting, testing, adjusting, maintaining, removing and installing (except

for repair, removal and installation of housing and duct work where currently performed by Sheet Metal Workers), cleaning, connecting, disconnecting, repairing and lubricating of cab heaters including motor bearings, brushes, brush rigging, brush holders, rheostats, switches, thermostats, overloads, fan and heating element(s).

#### CAB HEATERS - HOT WATER TYPE

Electricians' work shall consist of inspecting, testing, adjusting, maintaining, cleaning, connecting, disconnecting, repairing and lubrication of the electrical portion of cab heaters including motor bearings, brushes, brush rigging, brush holders, rheostats, switches and fan.

#### MAIN ELECTRICAL CABINET AND AUXILIARY CABINETS

Electricians' work shall consist of all inspecting, testing, adjusting, installing, removing, cleaning, connecting, disconnecting, dismantling, assembling, repairing and maintaining of all equipment inside the cabinet, this includes contactors, reversers, card modules, switches, magnet valve coils, relays, regulators, resistors, diodes, rectifiers, fuses, bus bars, plugs, receptacles, transformers, transducers, circuit breakers and switches both inside and outside of cabinet, terminal boards, meters, wiring, including all conduit work connected therewith and all electrical safety devices related to electric protection of equipment on the locomotive, and all other electrical devices located in and on main cabinet.

#### SEARCH MACHINE - LOAD BOXING

Electricians' work shall consist of all connecting and disconnecting of cables, meters and electrical test equipment from load box to locomotive including monitoring meters and all electrical adjustments to test equipment and/or units while load testing, including electrical repair of the load box. Electricians shall operate and make all repairs to the electric search machine and related equipment.

#### LOAD TESTING

Electricians' work will consist of inspecting, maintaining, testing, adjusting, repairing, installing, removing of self-loading test equipment. Electricians will perform the initial electrical preparation and hookup and perform the necessary electrical adjustments and electrical repair to the units when testing.

## THROTTLE STANDS

Electricians' work shall consist of inspecting, maintaining, testing, internal repairs and adjustments to throttle stands, including engine control systems, cab signal systems, automatic train stop, automatic speed control and automatic train control, throttle handles, transition lever and reversers, bearings, switches, mechanisms, wiring, including all conduit work connected therewith, lighting, resistors, capacitors, meters and all electrical alarm systems including cleaning all electrical contacts.

## LIGHTING

Electricians' work shall consist of all inspecting, testing, installing, removing, maintaining, cleaning, repairing, replacing all wiring, cables, including armored cables and installing and removing all conduit or other type casings used to house or protect electric wiring or cables and the installation or replacement of all lighting, light fixtures, brackets or switches, guards, lamps and housings.

## NOTE

Where the words "clean" and "cleaning" are used herein they do not include the operation of devices such as degreasers and lye vats which are operated by helpers or other classes or crafts (except where currently performed by Electrician Helpers at West Burlington, Iowa).

## ELECTRIC STARTER MOTORS

Electricians' work shall consist of removing and applying, maintaining, repairing, overhauling, testing, cleaning, including disconnecting and connecting of all wires.

## BATTERIES

Electricians' work shall consist of installing, removing, blocking, repairing external posts and connectors, replacing, cleaning, testing, connecting, disconnecting, charging, flushing, maintaining, including battery cables and the cleaning and flushing of battery boxes.

## WIRE

Electricians' work shall consist of all inspecting, testing, repairing or replacing of all wiring, train line wires including all receptacles or other equipment or work

generally recognized as electricians' work. In connection with locomotives, electricians shall also perform the electrical inspecting, connecting and disconnecting of wires, repairing, rebuilding, replacing, maintaining, overhauling, adjusting, wiring including all conduit work connected therewith, assembling, installing, removing, stripping, cleaning and testing of:

Axel-driven generators (wheel slip devices), commutators, fields and interpoles, brushes, brush holders, brush rigging, the electrical portion of magnet valve coils, starting compensators, circuit breakers, switches, switchboards, disconnects, contactors, relays, reversers, transformers, resistors, thermostats, rheostats, regulators, transistors, condensers, rectifiers, overload protection and detection devices, electric insulators and insulation, electric motor for water coolers, electric space heaters, alarm systems, batteries, bells, buzzers and electric speed-recording devices. Electricians will also maintain, adjust, remove, apply, overhaul locotrol, dynamic braking grids, exhauster motors, electrical portion of steam generators, defroster motors, electric shutters, fan controls and power cabinets.

#### AXLE ALTERNATORS

Electricians' work shall consist of inspecting, applying, removing, connecting, disconnecting; repairing and maintaining alternator, alternator mounting, cable and cable clamps, lugs, junction boxes and flexible drives.

#### RADIO POWER SOURCE

Electricians' work shall consist of installing and removing circuit breaker and interconnecting power cable. Inspect, test and maintain the above.

#### ELECTRONIC OR ELECTRICAL SPEED REGISTERING EQUIPMENT, CREEP CONTROL-PACE SETTER, ELECTRICAL FUEL SAVER OR EQUIVALENT EQUIPMENT

Electricians' work shall consist of testing, installing, removing, maintaining, calibrating, overhauling, and the electrical inspection of the above equipment.

#### REFRIGERATION AND AIR-CONDITIONING

Electricians' work on railway rolling stock shall consist of maintaining, repairing, cleaning, testing of all electrical-related work, including replacing freon or other cooling gases.

## CABOOSES

Electricians' work shall consist of inspecting, testing, installing, removing and repairing of wires, wiring including all conduit work in connection therewith, lighting and light fixtures, including cages, switches and circuit breakers.

Electricians shall also install, remove, repair, replace and maintain the electric alternator, generator, solar cells, panels and any other method used for generating electricity. Electrical work on refrigeration and air-conditioning equipment, including replacing of freon or other cooling gases, remove, repair, maintain or replace electric heater blower motors, inspect, fill, flush, install, block and replace batteries including battery cables, clean battery boxes.

Electricians shall also repair and test water coolers and motor work, and checking and replacing of freon or other cooling gasses.

## OUTFIT CARS AND UNIVANS WITHIN SHOP TRACKS

Electricians' work shall consist of inspecting, wiring including all conduit work in connection therewith, removing, maintaining and testing of all lighting, power connections, solar cells, panels and any other method used for generating electricity; electrical work on refrigerating and air-conditioning equipment, including replacing of freon or other cooling gases, exhaust fan motors, circuit breakers, receptacles and light or power fixtures, connect and disconnect power generators to internal power loads, and all other work generally recognized as electrical workers' work.

## ELECTRIC SHOP CRANES

Electricians' work shall include the operation of electric cranes of 40-ton capacity or over where such work is now performed by electricians, regardless of method of operation, and making running repairs including cleaning and lubricating. Crane operators shall be assigned to operate cranes under 40 tons capacity where such work is now performed by electrical craft crane operators, regardless of method of operation, and make running repairs including cleaning and lubricating. It is understood that should overhead cab operated cranes be installed in a mechanical facility in the future such operator positions will be bulletined to electrical craft employees. (This does not include Material Department cranes covered under the BRAC Agreement).



## SHOP MACHINERY

Electricians' work will consist of inspecting, testing, adjusting, cleaning, lubricating, aligning, wiring including conduit work in connection therewith, connecting, disconnecting, dismantling, assembling, repairing, winding, rewinding and maintaining of all electric motors, generators, alternators, electrical controls, relays, regulators and related electrical equipment, limit switches, drum controllers, power cabinets and electrical controls, electrical lighting fixtures, electric welders, clocks, winding armatures, fields, interpoles, electrical portion of magnet coils and valves, rotors, transformers and compensators and all other electrical work on all shop machinery and all other electrical work generally recognized as electrical workers' work on all shop machinery.

## ROADWAY EQUIPMENT

At work equipment shops, subject to Rule 98(c) electricians' work will consist of inspecting, testing, adjusting, cleaning, lubricating, aligning, wiring including conduit work in connection therewith, connecting, disconnecting, dismantling, assembling, repairing, winding, rewinding and maintaining of all electric motors, generators, alternators, electrical controls, relays, regulators and related electrical equipment, limit switches, drum controllers, power cabinets and electrical controls, electrical lighting fixtures, electric welders, clocks, winding armatures, fields, interpoles, electrical portion of magnet coils and valves, rotors, transformers and compensators and all other electrical work on all roadway equipment and all other work generally recognized as electrical workers' work on all roadway equipment.

## WELDING

Electricians shall perform all welding, fusing, brazing, soldering (including silver soldering), tinning, leading, bonding of metals with such as oxyacetylene, electric, heli-arc, tungsten inert gas and thermit and drilling and tapping of metals used to work generally recognized as electricians' work.

## DROP TABLES - TRANSFER TABLES

Electricians shall perform all electrical inspecting, testing, adjusting, installing, removing, cleaning, aligning of electric motors, connecting, disconnecting, dismantling, assembling, repairing and maintaining of all drop tables and

transfer tables including winding and rewinding, controls, relays, wiring, switches, power cabinet and related electrical equipment.

### DIVISION OF WORK

The Agreement effective January 1, 1979 covering division of work between System and Shop Electricians is incorporated by reference herein. (See Letter of Intent No. 6)

### BRIDGES

Electrical Craft Employees' work shall include operating of electric drawbridges where such work is now performed by electrical craft employees and making running repairs including cleaning and lubricating.

Electric drawbridge operators' duties will consist of handling control that starts and stops motors that operate draw, control that operates semaphores to signal trains, clean and oil motors and gears, and any work that may be necessary for the efficient operation of the draw.

Chief Electric Drawbridge Operator. In charge of drawbridge and operators; qualified and assigned to perform duties of electric drawbridge operators.

### WINDING AND REWINDING OF ALL ELECTRIC MOTORS

Electricians' work shall consist of all winding and rewinding of armatures, fields and interpoles of all AC or DC electric motors, generators, and alternators including internal and external cleaning, lubricating, insulating by wrapping, spraying or brushing.

### SNOWPLOWS

Electricians' work shall consist of electrical inspecting, testing, adjusting, installing, removing, cleaning, aligning, connecting, disconnecting, dismantling, assembling, lighting, wiring including all conduit work in connection therewith, repairing and maintaining of all electrical equipment on snowplows including motors, generators, alternators, batteries and electrical control equipment.

### ON RAIL WRECKING CRANES

Electricians shall perform all inspecting, testing, adjusting, installing, removing, cleaning, aligning, con-

necting, disconnecting, dismantling, assembling, repairing and maintaining of all electrical equipment on wrecking cranes which operate on rails only; to include but not limited to all electrical wiring including all conduit in connection therewith, lighting, motors, generators, alternators, batteries and electrical control equipment.

#### CARD MODULES

Electricians shall perform qualification testing and repair of all locomotive circuit cards and modules. All such cards and modules (except those covered under warranty) will be shipped to a designated point(s) where a properly equipped shop will be maintained by the Carrier.

#### HAVELOCK WHEEL COMPUTER

Electricians shall perform all electrical testing, repairs, installations, removals and maintenance on the electronic wheel computer and related electrical equipment.

#### RADIO-CONTROLLED UNITS

Electricians shall perform all electrical testing, repairing and maintaining of electrical equipment on radio-controlled locomotives.

#### CONCLUSION

In connection with Classification of Work Rule-76, it is understood that electricians will perform the inspecting, assembling, installing, removing, dismantling, connecting, disconnecting, splicing, repairing, rebuilding, maintaining, overhauling, adjusting, applying, wiring, winding, banding, turning, dressing and stoning, undercutting mica, balancing, calibrating, stripping, aligning, cleaning, lubricating, testing, of all other electrical work generally recognized as electricians' work.

#### EFFECT OF THE AGREEMENT

It is not the purpose of this rule to expand jurisdiction but only to revise and update the work being performed by electricians.

#### **Rule 77. ELECTRICIAN APPRENTICES**

Include regular and helper apprentices in connection with the work as defined in Rule 76.

## **Rule 78. ELECTRICIAN HELPERS**

An electrician helper is an employee assigned to assist electricians, or electrician apprentices, by the performance of all service generally recognized as that of a helper, and also including:

- Blowing, cleaning and lubricating electrical apparatus;
- Unskilled dismantling of electrical apparatus for repairs;
- Stripping insulation;
- Unskilled handling of batteries and apparatus;
- And similar work.

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. (Does not apply to employees in the electrified zone.)

## **Rule 79. DIFFERENTIALS FOR ELECTRICIANS**

(a) At points or on shifts where there are ordinarily 15 or more engines tested and inspected each month and electricians are required to swear to Federal reports covering such inspection of electricians' work, an electrician will be assigned to handle this work in connection with other electricians' work and will be allowed eight and four-tenths cents (8.4) per hour above the electricians' minimum rate at the point employed.

(b) At points or on shifts where no inspector is assigned and electricians are required to inspect engines and swear to Federal reports covering such inspection of electricians' work, they will be paid eight and four-tenths cents (8.4) per hour above the electricians' minimum rate at the point employed for the days on which such inspections are made.

(c) Positions of Electrical Maintenance Technician at Havelock Shop, the principal duties of which require the knowledge and ability to maintain integrated circuits, gating, basic computer concepts and ability to read wiring prints, binary-octo-hexadecimal mathematics; set up, calibrate, maintain and trouble shoot electronically controlled machines that utilize photo-electric units, numerical

controls, programmable controllers, optical encoders, linear tape transducers and amplifiers, and such other duties as may be assigned.

The rate for such positions will be the basic rate of a journeyman electrician plus a differential of 75 cents per hour.

1. Employees who may be entitled to such positions in accordance with the provisions of Rule 13, and whose experience and education indicates an ability to qualify, if not immediately qualified, will be given training and instructions in the duties and responsibilities required for a period of up to fifteen (15) workdays. Management will determine when such training is required and how many employees will be trained. Such training and instructions will be without cost to the employee, and he shall be paid the pro rata rate of his regular position while being trained. Such training and instructions, as provided herein, shall be given during regular working hours on normal workdays, if at all possible to do so.
2. If during the training period referred to in subparagraph 1, the employee shows a lack of aptitude or interest he will be advised in writing, and will thereupon revert to his former status; and any employees who are displaced because of this disqualified trainee's return to his former status will similarly revert to their former status under this agreement.
3. If by or before the end of the training period as provided in subparagraph 1 above, it appears that the employee may qualify for a position of Electrical Maintenance Technician an asterisk will be placed behind his name of the seniority roster and he will be considered eligible to make application for such position in accordance with Rule 13 of the Agreement. Employees covering the Electrical Maintenance Technician positions at the time of signing of this Agreement will be considered qualified to fill the positions and an asterisk will be placed behind their name on the seniority roster.
4. An employee disqualified from an Electrical Maintenance Technician position within 30 days as provided in Rule 13(g) will thereupon revert to his former status as outlined in subparagraph 2.

5. Employees assigned to train those eligible employees referred to in subparagraph 1 will receive \$.50 per hour extra pay for each hour devoted to such training.
6. This rule does not contemplate an obligation to train employees in basic skills not unique to the railroad.

## **Rule 80. TRAIN ELECTRICIANS**

(a) Electricians regularly assigned to road service as train electricians will be assigned and compensated under the provisions of Rule 11.

(b) When a train electrician position is required on passenger trains, each position will be initially bulletined on the seniority districts over which the train operates. The senior qualified applicant from the seniority districts involved will be assigned.

In the event there are no such applicants for a bulletined position or vacancy, the furloughed electrician(s) in the seniority district in which the headquarters is located will be notified, in writing, of the vacancy and the senior qualified furloughed electrician making written application will be assigned; if no furloughed qualified electrician requests the position, the junior qualified electrician at the headquarters point may be assigned.

Successful applicants will not establish seniority on a district other than their home district but will retain and accumulate seniority on the home district.

(c) Train electricians' positions once filled by bulletin from qualified personnel on the electricians' roster shall not thereafter be subject to normal displacement or "bumping" procedures under the provisions of Rule 22 unless the person desiring to exercise his seniority has also exhausted it in his home district.

(d) The monthly rate of train electricians will be as provided in Rule 11(a) of this Agreement with assigned rest days as outlined in approved bulletin (Bulletin language to be jointly agreed on by the Carrier and General Chairman) and cover without addition compensation any emergency service which may be required during their normal scheduled runs. When meals and lodging are not furnished by the

Company, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be allowed actual necessary expenses.

When schedules are changed, the regularly assigned employee on such position will retain his rights to such position if desired, or may, within fifteen days, at his option, elect to give up such assignment and exercise his seniority in the same manner as if the position were abolished.

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

(f) When new jobs are created or permanent vacancies occur, employees will be given cooperation by the Carrier in qualifying for positions under this rule. In the event such employee is not disqualified within ninety (90) days because of incompetency, he shall be considered qualified for such position. An employee disqualified under the provisions of this rule shall revert to the position he held before bidding the new position and all other employees displaced as a result thereof shall revert to their original positions.

(g) Electricians regularly assigned to road service as train electricians who are deprived of their sleeping accommodations through no fault of their own will, in addition to their monthly rate, be compensated at the one-half-time rate for hourly rated shop electricians. Such compensation to cover the one-half of the round trip on which sleeping accommodations are lost.

(h) Relief positions established for the train electrician positions will be bulletined only to the seniority district on which the headquarters point is located. Such relief employees will be compensated on the same basis as the position being relieved while performing such relief.

(i) Employees transferred to bulletined positions, or exercising seniority, under this rule, will receive a day's time for each day of traveling, at the rate of pay for the position they are leaving, actual necessary expenses en route; and free rail or other such transportation as may be authorized for dependent members of their families and household goods. They will receive rate of pay for new position from the time they actually start work thereon.

**Rule 81. ELECTRICIANS REGULARLY ASSIGNED TO ROAD SERVICE**

(a) Electricians regularly assigned to road service will be paid eight (8) hours per day at their established hourly rate for days on which full day's service is performed. Such employees will be paid under the provisions of this schedule for overtime, calls and rest day and holiday service.

(b) Employees covered by this rule when required by direction of the Railway Company to travel, will be allowed travel time as follows:

(c) Except as provided in the next two succeeding paragraphs, on work days travel time at pro rata rate will be allowed only when traveling within the hours of the employees' work day assignment; travel time will be computed with service time on such days. On rest days and holidays, travel time will be paid for at pro rata rate for actual time traveling on such days within the hours of the employee's work day assignment.

(d) On work days travel time at pro rata rate will be allowed for actual time consumed in traveling between the hours of one hour following completion of the employee's work day assignment and 10:00 p.m., or between 6:00 a.m. and one hour prior to the starting time of the employee's work day assignment. On rest days and holidays travel time at pro rata rate will be allowed for actual time consumed in traveling on such days between the hours of one hour following the ending time of the employee's work day assignment and 10:00 p.m., or between 6:00 a.m. and one hour prior to the starting time of the employee's work day assignment.

(e) When employees covered by this rule are required to travel between 10:00 p.m. and 6:00 a.m., they will be allowed pro rata rate for time traveling between such hours, except that no travel time will be allowed when six or more hours of continuous sleeping accommodations are available between 10:00 p.m. and 6:00 a.m.

(f) Employees covered by this rule who are required to perform service away from their established headquarters will be allowed expenses on a basis to be agreed upon from time to time.



**Rule 82. WORK ON WRECKS**

In cases of wrecks where engines are disabled, electrician(s), if necessary to perform electrician's work, shall be sent to the wreck site provided that there is at least two hours of electrician's work to be performed.

**Rule 83. PROTECTION FOR TRAIN YARDMEN**

Trains or cars while being inspected or worked on by train yard men, will be protected by blue flag by day and blue light by night, which will not be removed except by the men placing them.

**(Rules 84-92. Reserved for future use)**

**Rule 93. JURISDICTION**

Any controversies as to craft jurisdiction arising between the Electricians' Organization and one or more other organizations parties signatory to the System Federation No. 7 Agreement effective April 1, 1970 shall first be settled by the contesting organizations, and existing practices shall be continued without penalty until and when the Carrier has been properly notified and has had reasonable opportunity to reach an understanding with the organizations involved.

When new methods or new processes are introduced in the performance of work covered by this agreement and not specifically covered in the special rules of a craft, conference will be held between the General Officers and the General Committee with a view to determine the proper assignment of such work. In the event agreement is not reached management will be permitted to assign employees to perform the work, it being understood that such assignment would in no way establish a precedent or jeopardize the claims of any craft, it being further understood that should agreement later be reached changing the assignment of such work it will not result in any claim against the Carrier.

**Rule 94. SERVICE LETTERS**

Employees whose applications have been approved and who have been in the service sixty (60) days or longer will upon

request, if they leave the service of the Company, be furnished with a service letter showing length of service, capacity in which employed and cause of leaving.

#### **Rule 95. INTERPRETATIONS**

Except as provided for under the special rules of each craft, the General Rules shall govern in all cases. No interpretation shall be placed upon these rules unless agreed to by Management and the General Committee.

#### **Rule 96. RATES OF PAY**

The rates of pay shall be those set out in the current rate sheets in Appendix "A". The rates in Appendix "A" and the differentials provided for in various rules of this Agreement, shall be effective on the date this Agreement is signed wherever they are higher than rates or differentials under existing Schedule Agreement.

#### **Rule 97. PRINTING SCHEDULE AGREEMENT**

The Railroad Company will have printed, in book form, copies of the agreement and furnish a copy to each employee affected.

#### **Rule 98. EFFECTIVE DATE AND CHANGES**

(a) This Agreement shall be effective April 1, 1983 and shall remain in full force and effect until changed or modified as provided herein, or under the provisions of the Railway Labor Act, as amended.

(b) This Agreement supersedes all previous and existing agreements, understandings and interpretations which are in conflict with this Agreement covering employees of the former Great Northern Railway Company; the former Northern Pacific Railway Company; the former Chicago, Burlington & Quincy Railroad Company; the former Pacific Coast Railroad Company; the former Spokane, Portland & Seattle Railway Company; and the former St. Louis, San Francisco Railroad Company of the craft or class now represented by the organization party to this Agreement. (This paragraph refers to agreements, understandings and interpretations which were in effect prior to April 1, 1970).

(c) It is the intent of this Agreement to preserve pre-existing rights accruing to employees covered by the Agreements as they existed under similar rules in effect on the CB&Q, NP, GN, SP&S and Frisco railroads prior to the dates of the individual mergers; and shall not operate to extend jurisdiction or Scope Rule coverage to agreements between another organization and one or more of the merging Carriers which were in effect prior to the date of merger.

(d) Nothing in this Agreement is intended to supersede the benefits, rights and obligations of the parties under the September 25, 1964 National Agreement, the Merger Protective Agreement of December 29, 1967, and Merger Implementing Agreement No. 1 signed on the date of this Agreement, and the Merger Protective Agreement and Merger Implementing Agreement signed January 26, 1981.

(e) In printing this Agreement to include applicable parts of the several nationally negotiated agreements and other memoranda, it is not the intention of the parties signatory hereto to change, or modify, the application and/or interpretation thereto. Should a dispute arise through the omission of, or slight change in, language used in the National Agreement or original memorandum, the original language shall be controlling.

Signed at St. Paul, Minnesota this 1st day of February, 1983.

FOR: The INTERNATIONAL BRO. OF  
ELECTRICAL WORKERS

FOR: BURLINGTON NORTHERN  
RAILROAD COMPANY

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B. F. Tangeman  
General Chairman

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A. E. Egbers  
Vice President -  
Labor Relations

### **LETTER OF INTENT NO. 1**

With reference to the Memorandum of Agreement revising Rule 76 agreed to this date to which this Letter of Intent is attached and made a part, with respect to the following items: main generators and/or alternators, traction motors, auxiliary generators, blower motors AC-DC and cooling fan motors, it is agreed that the omission of the words "installed" and "removed" from the Electricians' Classification of Work Rule 76 shall not be construed as an admission that such work or items of work may not also be performed by Electrical Workers, in accordance with Rule 98(c).

### **LETTER OF INTENT NO. 2**

With reference to the Memorandum of Agreement revising Rule 76 agreed to this date to which this Letter of Intent is attached and made a part, it is recognized that in accordance with Rule 98(c) Machinists perform the balancing work at Livingston, Montana.

### **LETTER OF INTENT NO. 3**

With reference to the Memorandum of Agreement revising Rule 76 agreed to this date to which this Letter of Intent is attached and made a part, it is agreed that where employees of other crafts are installing freon or other cooling gases under Rule 98(c) they may continue to do so.

### **LETTER OF INTENT NO. 4**

With reference to the Memorandum of Agreement revising Rule 76 agreed to this date to which this Letter of Intent is attached and made a part, it is agreed that at points where electricians are operating drop tables and/or transfer tables they will continue to do so in accordance with Rule 98(c).

### **LETTER OF INTENT NO. 5**

With reference to the Memorandum of Agreement revising Rule 93 agreed to this date to which this Letter of Intent is attached and made a part, it is agreed that the revision in Rule 93 will be applicable to the Electricians' Organization only with respect to such other organizations which also agree to the same revision.

## **LETTER OF INTENT NO. 6**

It is hereby agreed that as of January 1, 1979, the work assignments for electrical work related to fixed property, and/or machinery or equipment other than railway rolling stock, shown for the positions covered in Rules 50 and 51, agreement between Burlington Northern Inc., and its Electrical Department employees, hereinafter referred to as System Electricians and/or Electrician Wiremen and the positions covered in Rules 76 through 81, agreement between Burlington Northern, Inc., and its Mechanical Employees, hereinafter referred to as Shop Electricians, shall be in accord with the following rules:

1. System Electricians, "Electrician Wireman Engineering Department" shall perform work required for the installation or the heavy repairs, of electrical power and lighting systems in all buildings, power plants and other structures regarded as fixed property, (as authorized by B.N. AFE's, RFA's, W.O.'s letters of authority, rules set forth in the Operations Manual and appropriate verbal instructions in accordance with applicable B.N. plans and specifications and the current National Electrical Code, applicable Federal regulations and any State or Local statutory requirements. Installation work performed by company forces, i.e., System Electrician Wiremen Engineering Department and/or Shop Electricians, which has not been inspected and accepted by an outside agency subsequently, shall be inspected and approved by a licensed employe from Carrier's Electrical Engineering Department. The group performing the work is responsible for requesting the inspection.

The routine maintenance of the installation described above would normally be performed by the System Electricians (Wiremen) however if System Electricians are not reasonably available a Shop Electrician (but no other craft) may be used to perform the work in which case it will be limited to those items of work for which the individual Shop Electricians are qualified.

2. System Electricians (Electrical Wiremen) shall, in addition to the work listed above, install, inspect, construct, maintain, dismantle and remove all high voltage power distribution lines, overhead and underground electrical service, transformers, meters, primary and secondary wiring including circuit breakers, plus AFE's, RFA's, W.O.'s and heavy repairs to electrical wiring and equipment less than high voltage and any other work that may be mutually agreed to between the Carrier and the General Chairman. Per

Appendix N of the current schedule, "high voltage lines are those carrying in excess of 500 volts." In case of emergency, when System Electricians are not available, the local power company "or other qualified I.B.E.W. Railroad employes" may be called to make temporary repairs, including the replacement of primary fuses and the installation of rental transformers.

3. Where qualified Shop or Roundhouse Electricians are not regularly employed System Electricians (Electrician Wiremen) will install, inspect, maintain, dismantle and remove permanent wiring systems and electrical equipment for air conditioning up to and including the receptacles and permanent wiring systems for battery charging lines, including switchboards, generators, rectifiers, which would be a part of this system.

Shop Electricians shall inspect, assemble and maintain, connect and disconnect all portable cables required to make the connections between the rolling stock and the appropriate power source for air conditioning, heating and battery charging installed on rolling stock. At points where Shop Electricians are not regularly employed, System Electricians (Electrician Wiremen) will maintain this class of equipment up to the point of connection to the rolling stock.

4. System Electricians shall install, inspect, maintain, dismantle and remove all of the electrical equipment on floodlight towers, tower foundations and structure, all other types of area lighting installed on wooden or metal poles, metal pole foundations and adjacent structures in car yards, hump yards, shop yards, bridges, access roads, parking lots, pedestrian walks, security lighting, etc.

Shop Electricians may be used to make emergency repairs and are generally restricted to replacing lamps, ballasts, fuses or other components.

5. At points where Shop Electricians are regularly employed, they shall have preference but not exclusive jurisdiction over System Electricians (Electrician Wiremen) for the normal maintenance of turntables, transfer tables, electrically driven overhead cranes, gantry cranes and shop machinery. At points where Shop Electricians are not regularly employed, System Electricians (Electrician Wiremen) will be used for installation maintenance and repairs on this type of machinery.

6. "Wiremen" may be used for heavy repairs to the machines itemized in paragraph 5 of the Memorandum when it is beyond the ability of the Shop Electricians to perform the work without added shop electrical forces.

7. Except as may be mutually agreed to between the Carrier and General Chairman, at individual points, it is not the intent of this agreement to require Shop or Roundhouse Electricians employed in the Mechanical Department to set, guy, brace and anchor poles, to build towers, to climb poles and/or towers or to hang crossarms, fixtures, brackets or other appurtenances used for overhead power systems or to perform any high voltage line work.

8. It is the intent of this Memorandum of Agreement only to set out a division of work in accordance with the Preamble and Article 1 through 7 hereof, and not to add to or take away from the scope rule coverage of the agreements between Burlington Northern and its Mechanical Employes and Communications and Electrical Department Employes represented by the International Brotherhood of Electrical Workers.

(Signatures not reproduced for Letters  
of Intent 1 through 6)

APPENDIX "A"

MECHANICAL SHOP CRAFT RATE SHEET

(This rate sheet does not include differentials which are based on set amount per hour above the basic rate)

	Rate W/O COLA <u>4/1/83</u>	Rate with COLA <u>4/1/82</u>
Electrician (Rule 76(a))	\$10.86	\$12.67
Welder	10.97	12.78
Chief Electric Drawbridge Operators	10.20	12.01
Electric Crane Operator (Rule 76(c))	10.51	12.32
Electric Drawbridge Operator (Rule 76(c))	10.09	11.90
Generator and Motor Attendants	-	-
Train Electricians		
Mo. Rate	2,336.49	2,722.02
Pro Rata Rate	10.97	12.78

(Certain existing crane operator positions at former CB&Q points which are higher rated than the rates shown above shall retain such higher rates.)

Helpers		
Less than 1 year's experience	9.22	11.03
One or more year's experience	9.34	11.15

Apprentices		
1st period of 122 days	8.46	10.27
2nd period of 122 days	8.53	10.34
3rd period of 122 days	8.68	10.49
4th period of 122 days	8.81	10.62
5th period of 122 days	9.05	10.86
6th period of 122 days	9.21	11.02
7th period of 122 days	9.37	11.20
8th period of 122 days	9.53	11.40



**APPENDIX "B-1"**

PLACE \_\_\_\_\_

DATE \_\_\_\_\_

BULLETIN NO. \_\_\_\_\_

ALL CONCERNED \_\_\_\_\_ SENIORITY DISTRICT:

Applications will be received until (time) \_\_\_\_\_  
(date) \_\_\_\_\_ for the following position:

Title of position: \_\_\_\_\_

Principal duties: \_\_\_\_\_

Headquarters: \_\_\_\_\_

Rate of pay: \_\_\_\_\_

Hours of service: \_\_\_\_\_

Rest days: \_\_\_\_\_

Please send your written application to \_\_\_\_\_

\_\_\_\_\_ and furnish a copy to your General Chairman and the Local Chairman at the above-  
indicated point.

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

**APPENDIX "B-2"**

PLACE \_\_\_\_\_

DATE \_\_\_\_\_

BULLETIN NO. \_\_\_\_\_

ALL CONCERNED:

The following position \_\_\_\_\_

\_\_\_\_\_ as advertised by Bulletin No. \_\_\_\_\_  
dated \_\_\_\_\_ is awarded to \_\_\_\_\_

SIGNED: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **APPENDIX "C"**

### **NONOPERATING (IBEW) NATIONAL VACATION AGREEMENTS (Effective 1/1/83)**

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969 October 7, 1971, February 11, 1972, May 12, 1972, December 6, 1978 and December 11, 1981, with appropriate source identifications.

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

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

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

(c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days

in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

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

(f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

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

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

such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c) (d) or (e) and (i) hereof.

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

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders

compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

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

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

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

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

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

Such Section 3 is further amended to change the references to "eleven recognized holidays."

(From Article III - Vacations - Section 3 of Agreements of 10-7-71, 2-11-72, 5-12-72, 1-1-73, 12-4-75 and 12-11-81)

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

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

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

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

(From Sections 4 -- (a) and 4 -- (b) of 12-17-41 Agreement)

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

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

(From Section 5 of 12/17/41 Agreement)

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

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

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

6. The carriers will provide vacation relief workers but the vacation system shall not be used as a device to

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

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

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

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

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

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

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

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

(From Section 7 of the 12/17/41 Agreement)

8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the

preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

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

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

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

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

(From Section 10 of 12/17/41 Agreement)

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

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



12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

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

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

(From Section 12 of 12/17/41 Agreement)

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

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

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

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

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

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

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

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

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

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

(From Article I - Vacations - Section 6 of 8-21-54 Agreement)

(Signatures not reproduced)

APPENDIX "D"

NONOPERATING (SHOP CRAFTS) NATIONAL  
HOLIDAY PROVISIONS  
(Effective 1-1-83)

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 21, 1964, February 4, 1965, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 4, 1975 and December 11, 1981, with appropriate source identifications.

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

**Section 1.**

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

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

(Article II - Holidays - Sections 1(a) and 2(a), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

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

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight

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

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

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

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

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

### **Section 2(a).**

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

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

**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.

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

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964 and the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 21, 1964 and the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

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

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

### Section 3.

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

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

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

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

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

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

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

#### **Section 4.**

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

(Article II - Holidays - Sections 1(b) and 2(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

#### **Section 5.**

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

(Article II - Holidays - Section 2(b), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

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

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

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

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

(Article II - Holidays - Section 1(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

## **Section 6.**

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

## **Section 7.**

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

(Article II - Holidays - Sections 1(e) and (c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

## **Section 8.**

(a) The holiday pay qualification for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(b) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

(c) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.



(d) Except as specifically provided in paragraph (c) above, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

(e) Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day

**NOTE:** See Section 8(a) above.

Article II, Section 3 of the Agreement of August 21, 1954, as such Section has been amended, is further amended by addition of the following:

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

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

(Article IV - Holidays - 12-11-81)

## **APPENDIX "E"**

### **UNION SHOP AGREEMENT**

#### **IT IS AGREED:**

##### **Section 1.**

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of this Carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such 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.

On BN property, the Union Shop Agreement is amended to provide:

1. Any employee who was promoted to an official, supervisory, or excepted position prior to January 26, 1981 may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement so long as he pays the currently applicable membership dues to the organization. If such an employee elects not to pay dues to retain his seniority and thirty (30) days written notice thereof is given to the Vice President of Labor Relations by the duly authorized representative of the organization party to this agreement with a

copy to the employee involved, that employee shall cease to accumulate seniority in the craft or class represented by the organization party to this agreement and on each subsequent annual issuance of the seniority roster, the employee's seniority date will move forward one (1) full year.

2. Any employee who is promoted to an official, supervisory or excepted position subsequent to January 26, 1981 may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement so long as he pays the currently applicable membership dues to the organization. If such an employee elects not to pay dues to retain his seniority and thirty (30) days written notice thereof is given to the Vice President of Labor Relations by the duly authorized representative of the organization party to this agreement with a copy to the employee involved, that employee's seniority in the craft or class represented by the organization party to this agreement shall be terminated and his name will be dropped from the seniority roster.

3. In the event an employee who has exercised the option to pay dues and is not delinquent in his dues payments is subsequently relieved from such position by the carrier (other than through dismissal for cause), he shall be entitled to displace an employee as per Rule 14(c) of the Mechanical Schedule Agreement and Rule 25(e) of the C&E Schedule Agreement. In the event such an employee voluntarily demotes himself from his promoted position, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletined vacancy.

### **Section 3.**

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

continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of 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-servicemen 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 subsections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such 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 craft or class.

(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

employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

## **Section 5.**

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

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to

terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the 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 properly 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 a carrier and the organization will not apply to cases arising under this agreement.

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

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

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

#### **Section 6.**

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an 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 reasons thereof.

If the final determination under Section 5 of this agreement is that an employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes 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 employe 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 employe against the carriers predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employe'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 employes 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 employe; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employes whose seniority and employment are terminated by the carrier under the provisions of this agreement.

#### **Section 9.**

An employe 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 February 16, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Chicago, Burlington & Quincy Railroad Company and those employees represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

SIGNED AT CHICAGO, ILL., THIS FIFTEENTH DAY OF JANUARY, 1953.

(Signatures not reproduced)

## **APPENDIX "F"**

### **DUES DEDUCTION AGREEMENT (From Agreement BN 4-20-70)**

1. In accordance with and subject to the terms and conditions hereinafter set forth, effective September 1, 1970, the Carrier will withhold and deduct from wages due to employee-members, amounts equal to periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required by and payable to the Organization as a condition of membership in the Organization.

2. No such deduction shall be made except from the wages of an employee-member who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Revocation of said assignments shall be in the tenor and form of "Wage Assignment Revocations" set forth in Attachment "B" hereto attached. The authorization and revocation forms shall be reproduced and furnished to its members by the Organization and the Organization shall assume full responsibility for the procurement of the execution and for delivery to the Carrier of said wage assignments. Said wage assignments shall be delivered to the Carrier (in triplicate) with and in support of the deduction lists provided for in Section 3 of this Agreement.

3. The Organization will forward to the designated Carrier official an initial certified deduction list (in triplicate) which shall be submitted not less than thirty days in advance of the month in which the first dues deductions will be made under this agreement. It is understood further that such deduction lists shall not be subject to change more often than twice during any calendar year, and then only after not less than thirty days' advance notice.

4. The initial listing must show the payroll number (to be secured from the Employing Officer), employees' names in alphabetical order, Social Security number, employe number, amount of deduction, Lodge number, Treasurer name and address (street, city, state and zip code number).

Payroll deductions, as so authorized, will be made monthly by the Carrier from wages to be paid employe-member shown on said list for the first full payroll period in each such calendar month. The Carrier reserves the right to change the payroll period in which said deductions will be

made, and the tenor, form, detail and number of copies required of the deduction lists, by giving to the Organization thirty days' advance notice thereof.

5. An individual wage assignment or revocation of a wage assignment to be effective for a particular month must be in the possession of the designated officer of the Carrier not later than the date established for receipt by him of the regular monthly deduction list, provided for in Section 3 hereof, for that particular month. The Carrier shall have the right to refuse to accept or act upon any assignment or revocation of assignment which is illegible, or which is not fully or properly executed, or which fails to identify the signer adequately.

6. Errors in the deduction list provided for in Section 3 are to be corrected by the Organization by adjustment included in the subsequent regular monthly deduction list furnished by the Organization to the Carrier. If any question arises as to the correctness of the amount to be deducted as shown on the deduction list, the employe-member involved will handle and adjust such matters direct with the Organization.

7. The Carrier will forward to the secretary-treasurer of the local division of the Organization, on or before the 5th day of the month, a check or voucher for the total amount of said deductions made during the previous month, together with a statement showing the changes, if any, in the list submitted by the Organization for said calendar month.

8. Payroll deductions will be made by the Carrier on only one payroll per month designated by the Carrier. If earnings of an employe-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made and the Carrier will not be responsible therefor. The following payroll deductions shall have priority over deductions covered by this agreement:

Federal, State and Municipal taxes.

Premiums on any life insurance, hospitalization-surgical insurance, group accident and health insurance, and group annuities.

Other deductions required by law, such as garnishments and attachments.

Amounts due for supplies, telephone charges, etc., furnished by the Carrier.

9. Responsibility of the Carrier under this agreement shall be limited to remitting to the Organization amounts actually deducted from the wages of employe-members pursuant to this agreement, and the Carrier shall not be responsible financially or otherwise for failure to make deductions or for making improper or inaccurate deductions. Insofar as permitted by law, any question arising as to the correctness of the amount deducted shall be handled between the employe-member involved and the Organization, and any complaints against the Carrier in connection therewith shall be handled and adjusted by the Organization on behalf of the employe-member.

10. No part of this agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employe; and no part of this or any other agreement between the Carrier and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employe predicated upon any alleged violation of, or misapplication or noncompliance with, any part of this agreement.

11. Nothing herein contained shall be construed to: (a) obligate or require any employe or employe-member to execute any wage assignment provided for herein, or (b) prohibit or restrict any employe or employe-member from revoking at any time any such wage assignment theretofore executed.

12. In the event the Organization ceases to represent the craft or class of employes to which employe-members belong, then all obligations of Carrier herein specified with respect to making deductions from the wages of such employe-members shall be and become terminated, void and of no effect whatsoever.

13. In the event Section 2, Eleventh, of the Railway Labor Act or any of its provisions, for any reason is declared unconstitutional or otherwise invalid, by a court of competent jurisdiction, then, in such event this agreement shall forthwith be and become terminated, void and of no effect whatsoever.

(Signatures not reproduced)

**WAGE ASSIGNMENT**

TO BURLINGTON NORTHERN RAILROAD COMPANY  
(the "Carrier"):

I hereby assign to the \_\_\_\_\_

that part of my wages necessary to pay my monthly union dues, assessments, and (if owing by me) an initiation fee (but not including fines and penalties), as reported to the Carrier by the secretary-treasurer of my local organization division or other authorized representative of the organization, in monthly deduction lists certified by him, as provided in the "Dues Check-Off Agreement" entered into by the Organization and the Carrier, the terms and provisions of which I am familiar with, acquiesce in and approve, and I hereby authorize the Carrier to deduct from my wages all such sums and pay them to the secretary-treasurer of my local organization division or other authorized representative of the organization in accordance with said Dues Check-Off Agreement.

I hereby reserve the right to revoke this authorization at any time at my discretion by furnishing a properly executed "wage assignment revocation" to the Burlington Northern Railroad not less than thirty days prior to the calendar month in which the revocation is to become effective, as contemplated by the terms of the "Dues Check-Off Agreement".

I understand that this authorization will automatically terminate in the event that any organization other than the

\_\_\_\_\_

is certified by the National Mediation Board as the Representative of any craft or class in which I hold seniority.

I hereby agree to indemnify and save harmless the Burlington Northern Railroad Company from all liability arising or incurred as a result of this assignment of wages.

**ORGANIZATION LOCAL**  
**UNION No.** \_\_\_\_\_  
**OCCUPATION** \_\_\_\_\_  
**EMPLOYE NUMBER** \_\_\_\_\_  
**OPERATING DIVISION OR DEPARTMENT** \_\_\_\_\_  
**SOCIAL SECURITY NUMBER** \_\_\_\_\_  
**DATE** \_\_\_\_\_  
**SIGNATURE** \_\_\_\_\_  
**STREET** \_\_\_\_\_  
**CITY** \_\_\_\_\_

**WAGE ASSIGNMENT REVOCATION**

TO BURLINGTON NORTHERN RAILROAD COMPANY:

Effective \_\_\_\_\_, I hereby revoke the wage assignment now in effect assigning to the \_\_\_\_\_

that part of my wages necessary to pay my monthly dues, assessments, and initiation fees, now being withheld pursuant to the Dues Check-Off Agreement between the Organization and the Burlington Northern Railroad Company, and I hereby cancel the wage assignment now in effect authorizing the Burlington Northern Railroad Company to deduct such monthly union dues, assessments and initiation fees from my wages.

**ORGANIZATION LOCAL**

**UNION No.** \_\_\_\_\_

**OCCUPATION** \_\_\_\_\_

**EMPLOYEE NUMBER** \_\_\_\_\_

**OPERATING DIVISION OR DEPARTMENT** \_\_\_\_\_

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

**DATE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**STREET** \_\_\_\_\_

**CITY** \_\_\_\_\_

**APPENDIX "G-1"**

**NATIONAL MEDIATION AGREEMENT OF  
SEPTEMBER 25, 1964**

Case No. A-7030

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

Witnesseth:

IT IS AGREED:

**ARTICLE I. EMPLOYEE PROTECTION**

**Section 1.**

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

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

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



## **Section 2.**

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

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

## **Section 3.**

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

#### **Section 4.**

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

#### **Section 5.**

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

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

ment and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position for which he elects to decline.

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

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

## **Section 6.**

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

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination

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

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

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

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

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

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

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

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

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

thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

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

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

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

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

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.

4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

**Section 7.**

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

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

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

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

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

**Section 8.**

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be

deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

## **Section 9.**

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

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

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



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

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

## **Section 10.**

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

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

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

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

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

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

by the party incurring them, including the salary of the appraiser selected by such party."

### **Section 11.**

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

### **Section 12.**

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

## **ARTICLE II. SUBCONTRACTING**

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

### **Section 1. Applicable Criteria**

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met

with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

## **Section 2. Advance Notice -- Submission of Data -- Conference**

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

## **Section 3. Request for Information When No Advance Notice Given**

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

## **Section 4. Machinery for Resolving Disputes**

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

### **ARTICLE III. ASSIGNMENT OF WORK -- USE OF SUPERVISORS**

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

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

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

### **ARTICLE IV. OUTLYING POINTS**

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

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

### **ARTICLE V. COUPLING, INSPECTION AND TESTING**

In yards or terminals where carmen in the service of the carrier operating or servicing the train are employed

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

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

## **ARTICLE VI. RESOLUTION OF DISPUTES**

### **Section 1. Establishment of Shop Craft Special Board of Adjustment**

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

### **Section 2. Consist of Board**

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

### **Section 3. Appointment of Board Members**

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

### **Section 4. Location of Board Office**

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

## **Section 5. Referees -- Employee Protection and Subcontracting**

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

## **Section 6. Term of Office of Referees**

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

## **Section 7. Filling Vacancies -- Referees**

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

## **Section 8. Jurisdiction of Board**

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

## **Section 9. Submission of Dispute**

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

## **Section 10. Time Limits for Submission**

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

## **Section 11. Content of Submission**

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

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

## **Section 12. Failure of Agreement -- Appointment of Referee**

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



### **Section 13. Procedure at Board Meetings**

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

### **Section 14. Remedy**

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

### **Section 15. Final and Binding Character**

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

### **Section 16. Extension of Time Limits**

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

### **Section 17. Records**

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

### **Section 18. Payment of Compensation**

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

## **Section 19. Disputes Referred to Adjustment Board**

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

## **ARTICLE VII. EFFECT OF THIS AGREEMENT**

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

## **ARTICLE VIII. EFFECTIVE DATE**

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Section 6 notices will not be initiated nor progressed locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII, prior to January 1, 1966.

## **ARTICLE IX. COURT APPROVAL**

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

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

(Signatures Not Reproduced)

**APPENDIX "G-2"**

**CB&Q LABOR AGREEMENT NO. 75-69**

**DATED DECEMBER 12, 1969**

**MEMORANDUM OF AGREEMENT**

This Agreement made this 7th day of December, 1969, by and between the Chicago, Burlington and Quincy Railroad Company and its employees (including communications and systems electricians, and system steamfitters) represented by the Shop Craft Organizations signatory hereto comprising System Federation No. 95 of the Railway Employees Department, AFL-CIO.

IT IS AGREED

**ARTICLE I. SUBCONTRACTING**

**Section 1.**

As of the effective date of this Agreement, Article II -- Subcontracting -- of National Mediation Agreement A-7030 dated September 25, 1964 is hereby abrogated insofar as its application to the parties to this agreement.

**Section 2.**

Work set forth in the classification of work rules of the crafts parties to this agreement or work generally recognized as work of the crafts as referred to therein will not be subcontracted except in accordance with the terms of this agreement. The purchase of new modern equipment including technological changes in such equipment will not remove the repair of such equipment from the classification of work rules. It is understood that the word "subcontracted" includes unit exchange (trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts).

**Section 3.**

Subcontracting of work including unit exchange referred to in Section 2 of this Article I will be permitted only under the following conditions:

(a) **When such work cannot be performed by the carrier except at a significantly greater cost, provided the cost**

**advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed.** In determining wage costs for performing the work on the property under this criterion, the following formula will be used:

Estimated number of hours to perform the work multiplied by the rate of pay of employees to be used, plus fringe benefits and 50% for shop overhead and supervision.

The following items comprise the fringe benefit cost:

Vacations .....	6.75%
Holidays .....	4.88%
Railroad Retirement Taxes and RUIA .....	17.79%
Supplemental Annuities .....	1.33%
Hospital-surgical-medical and life insurance .....	<u>8.30%</u>
	39.05%

The percentage of labor cost attributed to fringe benefits is subject to adjustments as a result of changes in the cost of such benefits or the addition of other benefits which might be negotiated.

(b) **Skilled manpower is not available on the property from active or furloughed employees.** This criterion will not be used by the Carrier if employees are furloughed and the Carrier can make available the necessary employees to perform the work by recalling furloughed employees at the point, by hiring additional employees, or offering furloughed employees from other locations to transfer to the point where the work would be performed. In requesting furloughed employees to transfer from one location to another, seniority will govern.

(c) **Essential equipment is not available on the property.** Machinery and facilities will be considered available on the property if the Carrier owns such machinery and facilities on the date of this agreement, and if the machinery is of sufficient capacity or design to perform the work. Disposition of facilities or machinery, or failure to replace machinery that becomes inoperative or outdated cannot be used as a reason for subcontracting work.

When the volume of work of a particular type increases to a level where it would be economical to secure the proper equipment or machinery for performance of the work, failure of the carrier to acquire such equipment or machinery cannot be used as a reason for subcontracting.

(d) **The required time of completion of the work cannot be met with the skills, personnel or equipment available on the property.** In determining whether or not the time of completion of the work can be met by having the work performed on the property, the parties will jointly consider working employees on an overtime basis, rescheduling vacations of employees and establishing another shift by recalling furloughed employees or hiring additional employees. It is recognized, however, that initiation of these steps might result in increased cost for performance of the work which must be taken into consideration in making a determination as to whether or not the work should be performed on the property.

#### **Section 4.**

(a) If the carrier decides to subcontract work (except for minor repairs and in emergency situations) in accordance with this agreement, it will give the general chairman of the craft or crafts involved notice of its intention, which will include the reasons therefor, and will furnish the following data where applicable to the particular transaction:

(1) Subcontractor's bid broken down into man hours, labor charges, shop overhead, material costs and specific work to be performed.

(2) Blueprints, drawings, sketches, specifications, manufacturer's model number and any other information which will properly describe or identify the job, equipment, parts, or units involved in the particular transaction.

(3) Purchase agreements containing warranties and guarantees, return exchange options or rights, reciprocal agreements with manufacturers, and other rail carriers dealing with leasing or exchange of locomotives, cars, equipment, communication and electrical equipment.

(4) Carrier's purchase orders with specifications and cost of labor and materials.

(5) Information relative to estimated completion date and actual date completed by Contractor.

(6) True copy of invoices received from the subcontractor relative to the transaction, showing hours, labor charges and material costs.

(7) List of special machinery, tools, gauges and any other technical devices needed to perform the work involved in the transaction.

(b) If requested, the Carrier will also furnish the General Chairman of the craft or crafts involved the above data, where applicable, in transactions involving minor repairs and emergency situations where no advance notice is required.

(c) The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the Carrier's notice to subcontract work of any desire to discuss the involved transaction and a conference will be arranged to discuss such transaction within ten days from the date the General Chairman or his representative notifies the Carrier of his desire to discuss the matter. If the parties are unable to reach an agreement at such conference the carrier may nevertheless proceed to subcontract the work and the organization may process the dispute to a conclusion as hereinafter provided.

(d) If the General Chairman or his designated representative requests data in transactions involving minor repairs and emergency situations where no advance notice has been given, he will notify the Carrier within ten days from the postmarked date of the Carrier's letter furnishing such data of any desire to discuss the matter and a conference will be arranged within ten days from such notification. Any dispute as to whether the transaction involved minor repairs or an emergency situation may be processed to a conclusion as hereinafter provided.

(e) The term "minor transaction" as used herein is interpreted to mean an item of repair requiring eight (8) man hours or less to perform, and which occurs at a location where mechanics of the craft involved and/or spare units or parts are not available or cannot be made available within a reasonable time to make the repair; or where, because of time or expense, the equipment cannot be sent to another shop operated by the Carrier for repair.

(f) "Emergency" is defined to mean:

"An unforeseen combination of circumstances or the resulting state which calls for prompt or immediate action involving safety of the public, employees and Carrier's property or avoidance of unnecessary delay to Carrier's operations."

## Section 5.

While the Carrier reserves the right to purchase new equipment and component parts, it recognizes the employees' interest and concern about the manufacturing of certain parts which is presently being performed for the Carrier by outside firms. Therefore, if the Carrier has component parts manufactured in accordance with its specifications, such work will be considered subcontracting and will be subject to the terms of this agreement provided it is work covered by the classification of work rules or is generally recognized as work of a craft party to this agreement.

## ARTICLE II. RESOLUTION OF DISPUTES

Disputes arising out of application of Article II -- Subcontracting -- of the September 25, 1964 National Agreement which have not been submitted to Special Board of Adjustment No. 570 as of the date of this agreement are hereby withdrawn. Disputes arising out of application of this agreement will be handled in accordance with Article VI of Mediation Agreement A-7030 as hereinafter modified provided the signatories to that agreement concur in Special Board of Adjustment No. 570 assuming jurisdiction over such disputes. The parties to this agreement will jointly request that such Board be granted jurisdiction over any disputes arising hereunder.

(a) **Time limit on claims.** All claims involving subcontracting of work must be filed in behalf of named claimants with the Carrier's highest officer designated to handle claims and grievances within sixty (60) days of the conference held in accordance with Article I, Section 4, of this agreement. If the claim is to be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify the representative of the Organization in writing the reasons for such disallowance. If the Organization representative desires to further progress the claim he may do so by submitting the dispute within nine (9) months of its disallowance to Special Board of Adjustment No. 570 created pursuant to Article IV of Mediation Agreement No. A-7030. It is understood that the parties may, by agreement, in any particular case, extend the time limits specific herein.

(b) **Filing of submissions with the Board.** The fifteen-day time limit for filing submissions with Special Board of Adjustment No. 570 as provided in Article VI, Section 10, of Mediation Agreement A-7030 is hereby changed to thirty (30) days.

(c) **Remedy** Article VI, Section 14, of Mediation Agreement A-7030 is hereby abrogated and the following provision is substituted therefor:

If Special Board of Adjustment No. 570 decides in a particular dispute that the Carrier failed to give notice in accordance with this agreement, it shall award liquidated damages to be determined by multiplying 10% of the number of hours charged by the subcontractor for performing the work by the hourly rate of pay of claimants. Such amount thus determined shall be divided equally between claimants.

If the Board holds in a particular case that the carrier subcontracted work in violation of Section I of this Agreement and the monetary relief sought is on behalf of a named furloughed employee who would have otherwise performed the work, it shall award such employee the amount of wages lost and other benefits necessary to make him whole. If the monetary relief sought is on behalf of employees in active service who were not adversely affected by the subcontracting, the Board shall nevertheless award minimum liquidated damages as specified above. It is understood that the Board cannot award liquidated damages in accordance with the previous paragraph if it awards such damages under this paragraph.

### **ARTICLE III. EFFECT OF THIS AGREEMENT.**

This agreement is in full and final settlement of the dispute growing out of the Organizations' March 25, 1968 notice and the Carrier's March 29, 1968 notice served upon the Organizations for concurrent handling therewith.

The provisions of this agreement shall become effective on December 16, 1969 and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D. C. this 7th day of December, 1969.

(Signatures Not Reproduced)



## CB&Q LABOR AGREEMENT NO. 76-69

### MEMORANDUM OF AGREEMENT

This agreement made this 7th day of December, 1969, by and between the Chicago, Burlington & Quincy Railroad Company and its employes (including communications and systems electricians, and system steamfitters) represented by the Shop Craft Organizations signatory hereto comprising System Federation No. 95 of the Railway Employees Department, AFL-CIO.

1. Repairs, including rebuilding, upgrading or dismantling of CB&Q owned or leased freight and passenger cars, will not be subcontracted unless otherwise agreed between the Carrier and the General Chairmen of the crafts involved.

2. Repair work covered by the classification of work rules on locomotives, acquired through purchase or lease, will not be subcontracted outside the warranty period except in accordance with the agreement dated December 7, 1969, between the parties hereto.

On the effective date of this agreement repair work on the following parts of General Electric locomotives not under warranty will be subcontracted only in accordance with the agreement dated December 7, 1969 between the parties hereto:

Main Generators	Axle Alternators
Alternators	Auxiliary Generators
Fuel Pump Motors	Power Contactors
Traction Motors	Reversers
Trucks	Cam Switches
Exciter Generators	Small Relays
Blower Motors	

Carrier will also perform other small work items for which it is equipped.

The carrier will endeavor to secure necessary equipment not later than six (6) months from the effective date of this agreement to perform other repair work covered by classification of work rules on GE locomotives, outside the warranty period, which it is not presently equipped to do. The time limit is subject to the availability of such necessary equipment and time required after receipt for its installation at the shop.

3. In application of Article I, Section 5, of the agreement dated December 7, 1969 between the parties hereto, the following are examples of items presently being manufactured for the Carrier in accordance with its specifications:

- Smoke Jacks
- Sewer Baskets
- Wire Baskets
- Trays for Coal Conveyor
- Special Tanks
- Mail Car Cinder Guards
- Battery Box Covers
- Cab Card Holders
- Special Wrenches
- Freight Car Forgings which are not stock items.
- Draft Gear Carriers
- Brake Rod Carriers
- Bell Crank Brackets
- Brake Stop Brackets
- Hand Brake Supports
- Branch Pipe "T" Brackets
- Side and End Ladder Stile Connections
- Dining Car Floor Racks
- Baggage Car Floor Racks
- Dining Car Steam Table Board
- Canvas Mail Pouches
- Canvas Cover and Windshield

4. The provisions of this agreement shall become effective on December 16, 1969 and shall continue in effect until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Washington, D. C., this 7th day of December, 1969.

(Signatures not reproduced)

**CB&Q LABOR AGREEMENT NO. 77-69**  
**MEMORANDUM OF AGREEMENT**  
**Between**  
**CHICAGO, BURLINGTON AND QUINCY**  
**RAILROAD COMPANY**  
**and**  
**SYSTEM FEDERATION NO. 95**

The following understandings are reached respecting roadway work equipment.

1. Roadway work equipment, owned or leased, is understood to encompass that equipment used in the Carrier's maintenance of way department, which are operated on or off track, but does not include any licensed automotive rubber tired equipment, whether or not capable of also being operated on rail.

2. It is recognized that repair work on equipment described in paragraph 1 is subject to classification of work rules of the crafts comprising System Federation No. 95.

3. When roadway work equipment is sent to mechanical or engineering department shops for repairs, operators of such machines shall be permitted to assist in making such repairs (performing such mechanic's work as they are capable of doing) during the period November 1 to May 1 in the ratio of one (1) work equipment operator to each mechanic assigned to the repair of roadway equipment, provided there are no mechanics of the particular craft assigned to such repairs laid off at the seniority point or seniority points where such repairs are being made.

4. Should it become necessary to send roadway equipment to mechanical or engineering department shops for emergency repairs during the period May 1 to November 1, the operators of such machines may follow their machines and assist in making the emergency repairs.

5. Except as provided in paragraph 6, if the Carrier desires to subcontract repairs to any of its roadway work equipment as defined in paragraph 1 hereof, other than Electromatic tampers, tie injectors, tractor backhoes and spike drivers, the provisions of the agreement of December 1969 dealing with subcontracting will be applicable. It is agreed that one year from the date of this agreement, Labor Relations and Engineering Department officers will meet with

officers of System Federation No. 95 for the purpose of discussing repairs thereafter to the four items of equipment referred to in this paragraph 5.

6. Repairs to roadway work equipment of a minor or emergency nature in the field by any craft or by a subcontractor will not be considered a violation of any agreement between the parties hereto.

7. If Carrier decides to repair roadway work equipment at a shop other than at Havelock, Nebraska, employees of the crafts involved at Havelock will be offered opportunity to transfer to the point where the repairs are to be performed. The opportunity to transfer will be offered in seniority order to the extent of the estimated number of employees needed. Such employees electing to transfer will transfer with their seniority and have it dovetailed on the appropriate roster. If the location requires the transferring employee to move his place of residence, he will be allowed moving and real estate benefits provided in Letter No. 1 of even date.

8. The Agreement does not nullify any benefits provided in CB&Q Labor Agreement No. 45-67.

The provisions contained herein cancel and supersede all previous understandings relating to repair of roadway work equipment.

This agreement shall become effective on December 16, 1969 and shall remain in full force and effect until changed or modified in accordance with the provisions of the amended Railway Labor Act.

Signed at Washington, D. C., this 7th day of December, 1969.

(Signatures not reproduced)

## LETTER OF INTENT NO. 1

December 7, 1969  
Washington, D.C.

Mr. G. R. DeHague  
Secretary-Treasurer  
System Federation No. 95  
Burlington, Iowa

Dear Sir:

This will confirm understanding reached in conference this date concerning moving and real estate benefits for employees.

An employee who is requested to transfer pursuant to Article I, Section 3(b) of the Agreement dated December 7, 1969 in connection with subcontracting to a new point of employment which is in excess of thirty (30) normal route miles from his former work location but which is not closer to his residence than his former location, and if he makes such transfer, will be allowed the benefits contained in Sections 10 and 11 of the Washington Job Protection Agreement dated May 21, 1936 notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of five hundred dollars (\$500) and six (6) working days instead of "two working days" provided in Section 10(a) of said agreement.

In lieu of the benefits contained in Section 11 of the Washington Agreement, an employee who owns his home and who transfers to the new point of employment in accordance with this agreement may elect the following option:

- (i) He will be paid 15 per cent of the fair market value of his home.
- (ii) For each year (12 calendar months) in excess of ten (10) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value of his home, but not to exceed the number of years of continuous service with the carrier party to this agreement, and not to exceed an additional 10 per cent.
- (iii) The employee will be permitted to retain title of his home and will retain responsibility for any and

all indebtedness, if any, outstanding against his home. The Carrier will assume no liability whatever in connection therewith.

An employee electing the above option will notify the Carrier within thirty (30) days of the date he moves, providing evidence of ownership and length of such ownership, whereupon payment provided in paragraphs (i) (ii) above shall be made within thirty (30) days thereafter.

The term "home as used in the option provided above means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

## **LETTER OF INTENT NO. 2**

Washington, D.C.  
December 7, 1969

Mr. G. R. DeHague  
Secretary-Treasurer  
System Federation No. 95  
Burlington, Iowa

Dear Sir:

Referring to discussions during negotiations on subcontracting dispute with reference to repairs to storehouse and Mechanical Department platform equipment. Some examples are fork lift trucks, pulling tractors, chore boys, Krane Kars, and platform trucks.

This will confirm understanding that we recognize repair work on such equipment as being subject to classification of work rules of the crafts comprising System Federation No. 95 and as such will be subject to provisions of agreement of even date dealing with sub-contracting.

Please acknowledge.

(Signatures not reproduced)

**LETTER OF INTENT NO. 4**

Washington, D. C.  
December 7, 1969

Mr. G. R. DeHague  
Secretary-Treasurer  
System Federation No. 95  
Burlington, Iowa

Dear Sir:

Referring to our discussions during conference on the subcontracting dispute with particular reference to the matter of warranties.

This will confirm understanding that if the Carrier purchases equipment on which it secures a service contract or a warranty, which contemplated that repairs to such equipment will be performed by or at the expense of the manufacturer beyond the standard purchase warranty period, the Carrier will endeavor to have such repairs performed by its employees.

Please acknowledge.

(Signatures not reproduced)

**LETTER OF INTENT NO. 5**

Washington, D.C.  
December 7, 1969

Mr. G. R. DeHague  
Secretary-Treasurer  
System Federation No. 95  
Burlington, Iowa

Dear Sir:

This will confirm our understanding reached in conference this date in connection with the disposition of the subcontracting of work dispute, that effective thirty days from the date of this letter the Carrier will resume the repairing of steam heat equipment to the same extent such repairs were formerly made on the property.

Claims that have arisen in connection with this matter are hereby withdrawn.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

**LETTER OF INTENT NO. 6**

Washington, D.C.  
December 7, 1969

Mr. G. R. DeHague  
Secretary-Treasurer  
System Federation No. 95  
Burlington, Iowa

Dear Sir:

Referring to discussion during negotiations on subcontracting dispute about the repairs to stators, armatures and alternators.

This will confirm understanding that the Carrier will continue to repair such items as we have done in the past. You recognize the right of the carrier to scrap such material when no longer economical to repair and buy new equipment. If any sub-contracting thereof, it will be subject to the provisions of the Agreement of even date.

Claims that have arisen in connection with this matter are hereby withdrawn.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

**LETTER OF INTENT NO. 7**

Washington, D.C.  
December 7, 1969

Mr. G. R. DeHague  
Secretary-Treasurer  
System Federation No. 95  
Burlington, Iowa



Dear Sir:

This will confirm our understanding this date that if the Carrier employs supervisors in its Maintenance of Way Department who are furnished with trucks equipped to repair roadway work equipment and they engage in such work, such employees will be classified as traveling mechanics.

One year from this date, the parties will meet and agree upon rules and working conditions to be applied to any such traveling mechanics referred to herein. In the interim period, such employees will be considered subject to the provisions of the collective bargaining agreement between the CB&Q and System Federation No. 95 but will be exempted from the application of all rules except discipline and investigation rules and the Union Shop Agreement. Such employees will be required to commence paying dues to the appropriate shop craft organization effective January 1, 1970 with the understanding that no initiation dues will be required.

Please signify your acceptance and concurrence in the foregoing by affixing your signature and those of the other General Chairmen in the spaces provided on duplicate copy of this letter and return same for my file.

(Signatures not reproduced)

### **LETTER OF INTENT NO. 8**

Washington, D.C.  
December 7, 1969

Mr. J. P. Hiltz, Jr.  
Chairman  
National Railway Labor Conference  
1225 Connecticut Avenue, N. W.  
Washington, D. C. 20005

Mr. J. E. Yost  
President  
Railway Employees Department, AFL-CIO  
220 South Street  
Chicago, Illinois

Gentlemen:

The Chicago, Burlington & Quincy Railroad Company and System Federation No. 95 have this date reached an agreement amending Article II of Mediation Agreement A-7030 dated

September 25, 1964. A copy of such agreement is attached. Article II of the enclosed agreement sets forth the parties' desire to have any dispute arising thereunder adjudicated by Special Board of Adjustment No. 570 established by Article VI of the National Agreement.

We would appreciate your advising us if there is any objection to the Special Board assuming jurisdiction over disputes arising under the attached agreement.

(Signatures not reproduced)

**LETTER OF INTENT NO. 10**

At Washington, D.C.  
January 7, 1969

Mr. William J. Usery, Jr.  
Assistant Secretary of Labor -  
Labor Management Relations  
Washington, D. C.

Dear Mr. Usery:

Please be referred to discussion at conferences concerning Article II(c) of the Agreement of even date dealing with the subcontracting dispute.

The parties have agreed that anytime after six months from the date the Agreement is signed, either of the parties may request a meeting for the purpose of reviewing experience under said Article II(c). If either party feels that such provision needs revision and satisfactory agreement cannot be reached, the parties will jointly request your services to assist them in resolving the dispute. You advised that you would accept such an assignment.

(Signatures not reproduced)

**APPENDIX "G-3"**

LABOR RELATIONS DEPARTMENT  
176 East Fifth Street  
St. Paul, Minnesota 55101  
Telephone (612) 222-7773 or 224-5588  
BN 5/18/70(c)  
May 18, 1970

Mr. M. J. Batinich, Genl. Chrmn, IAM  
Room 417, 360 Roberts St., St. Paul, Minn. 55101

Mr. G. R. DeHague, Genl. Chrmn, IAM  
2516 Yoder Drive, Burlington, Ia. 52601

Mr. R. W. Jackson, Genl. Chrmn, IAM  
2395 University Ave., St. Paul, Minn. 55114

Mr. J. D. Gabiou, Genl. Chrmn, SMWIA  
204 "J" St., NE, Brainerd, Minn. 56401

Mr. E. J. Hayes, Genl. Chrmn, SMWIA  
545 S. Broadway, Aurora, Ill. 60505

Mr. A. L. Kohn, Genl. Chrmn, IBofB&B  
2303 N. 49th St., Milwaukee, Wisc. 53210

Mr. C. H. Long, Genl. Chrmn, IBofF&O  
1201-1/2 Regents Blvd., Tacoma, Washington 98466

Mr. W. J. Peck, Genl. Chrmn, IBofEW  
360 Robert St., Room 416, St. Paul, Minn. 55101

Mr. O. A. Walimaa, Genl. Chrmn, IBofEW  
767 S. Lexington Pkwy, St. Paul, Minn. 55102

Mr. K. L. Smart, Genl Chrmn, BRCoFUS&C  
604 8th Ave., SE, E Grand Forks, Minn. 56721

Mr. N. G. Robison, Genl Chrmn, BRCoFUS&C  
4100 Cornhusker Highway, Lincoln, Neb. 68504

Mr. Sam Bongiovanni, Genl Chrmn, BRCoFUS&C  
Room 418, 360 Robert St., St. Paul, Minn. 55101

Gentlemen:

This is to confirm our understanding in conference on April 2 and 3, 1970, concerning the intent, meaning and

application of the so-called CB&Q Agreements No.s 75-69, 76-69, 77-69 and Letters of Intent Nos. 1 through 10, which were executed on December 7, 1969, insofar as they will apply to the Burlington Northern, Inc.

I. The following understandings apply to Agreement No. 75-69:

(a) Article I, Section 1: Article II, Subcontracting, of the September 25, 1964 National Agreement shall continue to apply until January 1, 1972 to all territory of the Burlington Northern except to the territory presently covered by the December 7, 1969 agreements (the former Chicago, Burlington and Quincy Railroad Company). This moratorium on application of the December 7, 1969 Agreements to other than former CB&Q territory shall end with respect to Agreement No. 77-69, when roadway equipment covered by that agreement from former CB&Q territory is sent to shops located on other than former CB&Q territory. On January 1, 1972, CB&Q Agreements Nos. 75-69, 76-69, 77-69 and Letters of Intent Nos. 1 through 10 will become applicable to all territory of the Burlington Northern, as provided in this Letter of Understanding.

(b) Article I, Section 3(b): The Carrier's obligation to recall, hire or transfer employees is limited to individuals having four years' experience in the trade or having served an apprenticeship in the trade, or having been upgraded in the trade, or subject to upgrading under an upgrading agreement.

(c) Article I, Section 3(c): It is understood that (1) the word "work" in the second paragraph is the same "work" covered by the first paragraph; (2) the second paragraph does not require the acquisition or construction of facilities; (3) in determining whether it is economical to purchase new equipment or machinery under the second paragraph, it is understood that accepted accounting practices and criteria for determining priority of capital expenditures, will be a relevant consideration, whenever purchase of machinery and equipment exceeds \$100,000 in any fiscal year; (4) the Organization representatives will notify the Carrier when they consider the volume of any work has reached the point for economical performance on the property, and should it be determined that the Organization representatives are correct, there shall be no penalties during the time necessary to secure and install any equipment or machinery necessary to perform the work.

(d) Article I, Section 3(d): Since the basic consideration of this criteria is that time is of the essence in many

situations, it is recognized that for an item of work the Carrier may not be able to delay its decision to contract the work long enough to allow the parties to make the joint considerations prior to the subcontracting as contemplated in the paragraph, and such failure to "jointly consider" will not constitute violation of the agreement. Also, at the Carrier's request, the Organization will "jointly consider" on a general or abstract basis specific occurrences, and establish guidelines which will constitute compliance with Article I, Section 3(d) in subsequent specific occurrences of the same nature.

(e) Article I, Section 4(a): The data listed in subparagraphs (1) through (7) need only be furnished where pertinent to the particular criteria for contracting involved. If upon receipt of the notice the General Chairman believes that other such supporting data is necessary, it will be supplied upon request.

(f) Article I, Section 4(b): The data required to be furnished for "minor repairs and emergency situations" is confined to data relevant to a determination of whether or not the criteria of "minor repairs" and "emergency situation" was satisfied, including data relative to performance of the work on the property.

(g) Article I, Section 4(f): The word "unnecessary" is deleted from the definition of emergency.

(h) Article II: Wherever under the December 7, 1969 agreements it is necessary to have mutual agreement between the parties relating to the contracting of work, alleged unreasonable refusal of the Organization to enter into such an agreement, may be referred to Special Board of Adjustment No. 570 for final determination.

II. The following understandings apply to Agreement No. 76-69:

(a) Paragraph I concerning freight and passenger car work contemplates the continuance of existing contractual arrangements whereby repairs are made to Burlington Northern owned or leased cars by such outside companies as Burlington Refrigerator Express, Western Fruit Express and pool arrangements with foreign railroads. (The carrier shall advise the carman's General Chairman of the arrangements now in existence and any additions or changes in the present pool arrangements.) The paragraph does not apply to equipment while it is in revenue service off the line of the Burlington

Northern. The paragraph also recognizes that under certain circumstances equipment may be sent back to manufacturers for correction of defects in design, workmanship, or material. The paragraph is not intended to change existing jurisdictional practices relative to employees represented by other organizations with respect to dismantling of equipment.

(b) Paragraph 2: The last paragraph concerning acquisition of necessary equipment to perform repair work on General Electric locomotives was a one-time proposition applicable to the former Chicago, Burlington and Quincy Railroad Company and does not require similar action to be taken on other territory of the Burlington Northern. Future contracting of repair work on General Electric locomotives will be subject to the criteria contained in CB&Q Labor Agreement No. 75-69.

III. The following understanding applies to Agreement No. 77-69:

The existing jurisdictional practices whereby certain types of this work are performed by employees represented by organizations not party to this agreement remain unchanged.

IV. The following understanding applies to Letter of Intent No. 2:

This agreement applies only to types of vehicles not licensed for highway operation.

V. The following understanding applies to Letter of Intent No. 5:

The term "steam heat equipment" refers to steam heat equipment on passenger cars, locomotives and so-called heater cars.

VI. The following understanding applies to Letter of Intent No. 7:

This letter concerns special circumstances and has application only to the former Chicago, Burlington and Quincy territory.

VII. The following understanding applies to Letter of Intent No. 9:

The principles of Letter of Intent No. 9 will apply, upon request of the General Chairman, and as applicable to

the rules and agreements adopted to cover wrecking service on the Burlington Northern.

Sincerely,

T. C. DeBUTTS  
Vice President

ACCEPTED BY:

W. J. Peck  
General Chairman, IBEW, GN, CB&Q

Paul E. Warfel  
General Chairman, IBEW, NP & SP&S

**APPENDIX "H"**  
**IMPLEMENTING AGREEMENT NO. 1**

**Between**  
**BURLINGTON NORTHERN, INC.**  
**and its employees represented by**

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

BROTHERHOOD RAILWAY CARMEN OF THE  
UNITED STATES AND CANADA

INTERNATIONAL BROTHERHOOD OF FIREMAN AND OILERS, HELPERS,  
ROUNDHOUSE AND RAILWAY SHOP LABORERS

(Including System Steamfitters, System Electricians and  
Communications Department Employees)

Pursuant to Sections 1 and 5 and Appendix E of the Agreement of December 29, 1967 with the organizations listed above and the Railway Employees' Department, AFL-CIO, which agreement provides for the protection of employes,

IT IS MUTUALLY AGREED:

**Section I. Consolidation of Seniority Districts**

A. Effective March 3, 1970, all pre-existing seniority districts specified in existing collective bargaining agreements between the parties signatory hereto and all pre-existing seniority rosters made pursuant to such agreements will be cancelled and abolished, except in the Engineering Departments including those covering Communication Department employes, System Electricians and System Steamfitters and Sheet Metal Workers. New seniority districts will be established as follows:

TEXT OMITED

(See Rule 26 -- Mechanical Shop Craft Schedule Agreement)

(See Rule 24 -- Firemen and Oilers Schedule Agreement)



been retained with the oldest seniority date established immediately prior to March 3, 1970 and the remaining seniority date or dates in such seniority class on such seniority district will be cancelled. The names of such employes will be shown on the seniority roster in the numerical order of their seniority dates and such seniority will be applicable over the entire seniority district.

An employe who has a seniority date or dates in a seniority class on the seniority district that encompasses the points at which seniority has been acquired, but who performs no service during the period January 2, 1966 and March 3, 1970, will have his name added to the district seniority roster with a seniority date as of March 4, 1970 and the name of such employe will be ranked on the seniority roster in the order of his years of service in his class or craft with the carrier involved in the merger, and such seniority date will be applicable over the entire seniority district. Placing such employe on district rosters will not result in giving such employe any more rights than a new employe entering service on or after March 3, 1970.

Effective March 3, 1970, seniority rosters will only be maintained at each point for employes who retained seniority at a particular point under the following conditions:

An employe who had a seniority date as of March 3, 1970, but who performed no service on the basis of such seniority date during the period January 2, 1966 to March 3, 1970, will have his name continued on the seniority roster in the order in which seniority has been acquired and such seniority will be applicable only at such point.

D. Within thirty (30) days after the effective date of this agreement, the Carriers will prepare initial seniority rosters, and transmit same to the General Chairmen representing the craft involved for correction and approval. The General Chairmen will review and submit any necessary corrections to the Carrier within one (1) year. Rosters will be corrected and posted within thirty (30) days thereafter, and will be open for further correction for a period of one (1) year from date of posting. Typographical errors and omissions of names from seniority rosters may be corrected at any time.

**NOTE:** In the preparation of seniority rosters, employes who are protected under the merger agreement of December 29, 1967, will be identified by an appropriate symbol.

E. An employe whose seniority date is transferred and dovetailed pursuant to this agreement will not be deprived of such other seniority as he may hold on another roster not involved in the same dovetailing.

F. Unless otherwise specified herein, seniority, bulletin and other rules in the schedule agreements shall be retained, until a common New Company collective schedule agreement is executed.

## **Section II. Vacancies and New Positions**

(Text omitted)

(See Rule 13 -- Mechanical Shop Craft Schedule Agreement)

(See Rule 12 -- Firemen and Oilers Schedule Agreement)

## **Section III. Transfer Allowance and Real Estate**

A. An employe who performed service between January 2, 1966 and March 3, 1970 and who had an employment relationship as of March 3, 1970, transferred at the direction of the Carrier from one location to another location within his seniority district necessitating a change in residence, or such an employe involuntarily transferring from one location to another location within his seniority district due to a force reduction requiring the exercise of seniority at another location in order to remain in service, necessitating a change in residence, or such an employe who is required to transfer from one location to another location within his seniority district, necessitating a change in residence in order to maintain his protected status as defined in the merger agreement of December 29, 1967, will be reimbursed for, or relieved of all expenses of moving his household and other personal effects. The Carrier will determine the manner in which such moves shall be performed, except such movement shall not be by box car. In the event the movement of such property is performed by rail, the Carrier will bear the expense of necessary crating, pick-up, delivery, uncrating and loss and damage insurance in transit. In the event the movement of such property is performed by motor vehicle, the Carrier will bear all charges assessed for packing at origin, moving to destination, unpacking at destination and loss and damage insurance in transit. Charges for warehousing, if necessary due to unforeseen circumstances beyond the employe's control, not exceeding thirty (30) calendar days, will be borne by the Carrier.

B. An employe covered by paragraph A above, who moves his residence, shall be reimbursed for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed six (6) working days), used in securing a place of residence in his new location, and, in addition to such benefits, shall receive a transfer allowance of five hundred dollars (\$500), which amount will be paid within thirty (30) calendar days after the effective date of the transfer from one location to another.

C. Such an employe who drives his automobile from the point from which transferred to the point to which transferred will be paid at the authorized rate per mile for the actual road distance travelled.

D. No claim for expenses under this Section III will be allowed unless they are incurred within three (3) years from the date the employe transfers from one location to another and the claim for expenses must be submitted within ninety (90) calendar days after the expenses are incurred.

E. An employe specified in paragraph A of this Section III who is 55 years or older as of December 29, 1967, and who owns his home or is purchasing his home as of December 29, 1967, will be subject to the following provisions in lieu of the benefits contained in Section 11 of the Washington Agreement of May 1936:

Option (1).

(i) Each qualified homeowner electing this option will be paid twenty-five (25) percent of the fair market value of his home. In each case, the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby;

(ii) For each year (12 calendar months) in excess of ten (10) years the employe occupied his home prior to the date of transfer, he will be allowed an additional one (1) percent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his Employing Carrier and/or the New Company, and not to exceed an additional twenty-five (25) percent;

(iii) The "Present Employee" will be permitted to retain title to his home and will retain responsibility for any and all indebtedness outstanding against his home. The New Company will assume no liability whatever in connection therewith;

(iv) If the "Present Employee" purchases a different home between December 29, 1967 and the date he is required to move, he will be entitled to the benefits in this Section on the basis of application of the terms hereof to the home he owned prior to December 29, 1967, except that he shall be treated as having occupied such home until the date of transfer in the application of paragraph (ii) of this Section;

(v) The "Present Employee" qualified to participate in this property settlement and electing this Option (1) will notify the New Company within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

#### Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the New Company or its nominee a good and sufficient title to the property. In addition, for each year, over ten (10) years, the "Present Employee" occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value, but not to exceed the number of years of continuing service with his Employing Carrier and/or the New Company and not to exceed twenty-five (25) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the New Company or its nominee.

F. An employe specified in paragraph A of this Section III who is less than 55 years of age as of December 29, 1967, and who owns his home or is purchasing his home as of December 29, 1967, will be subject to the following provisions in lieu of the benefits contained in Section 11 of the Washington Agreement of May, 1936:

Option (1).

(i) Each qualified homeowner electing this option will be paid fifteen (15) percent of the fair market value of his home. In each case the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby;

(ii) For each year (12 calendar months) in excess of ten (10) years the employe occupies his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his employing Carrier party to this Agreement, and not to exceed an additional ten (10) percent;

(iii) The employe will be permitted to retain title to his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home. The New Company will assume no liability whatever in connection therewith;

(iv) If an employe purchases a different home between December 29, 1967 and the date he is required to move, he will be entitled to the benefits in this Section on the basis of application of the terms hereof to the home he owned as of the date he is required to move.

(v) An employe qualified to participate in this property settlement and electing this Option (1) will notify the New Company within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the New Company or its nominee a good and sufficient title to the property. In addition, for each year over five (5) years the employe occupied his home prior to the date of transfer, he will be allowed an additional one-half per cent per year of the fair

market value up to and including eight (8) years and one (1) per cent for the ninth (9th) year and each year thereafter, but not to exceed the number of years of continuing service with his employing Carrier party to this Agreement and not to exceed fifteen (15) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the New Company or its nominee.

G. If an employee is under contract to purchase his home, as of the date of this Agreement, the New Company shall protect him against any loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him of any further obligations under his contract.

H. If an employee holds an unexpired lease of a dwelling occupied by him as his home, the New Company shall protect him from all loss and cost in securing the cancellation of his said lease.

I. In the event of dispute arising over fair market value as referred to in these Options, loss under a contract to purchase or loss and cost in securing termination of a lease, the following procedure will be followed in resolving the dispute:

A joint conference shall be arranged between the employee or representatives of the employees and the New Company within ten (10) days of the dispute arising. If they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the employee or the representatives of the employees and the New Company, respectively; these two shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the president of the local board or association of realtors shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

J. The term "home" as used herein, means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

K. The provisions of Section 11 of the Washington Agreement of May, 1936 will be applicable to an employee who performed service between January 2, 1966 and March 3, 1970 and who had an employment relationship as of March 3, 1970, but who did not own his home or was not purchasing a home as of December 29, 1967.

L. In determining whether loss is suffered and amount of loss, if any, in connection with the sale of an employee's home for less than appraised fair market value, all of the usual and customary closing costs to the seller will be included, such as realty commission, title insurance fee, reconveyance fee, revenue stamps, and prepayment penalty on existing mortgages.

#### **Section IV. Transfer of Work and Employees Between Seniority Districts**

A. In accordance with Section 5 and Appendix E of the merger agreement of December 29, 1967, the organizations recognize the right of the Carrier to transfer work from one location to another location within a seniority district or between seniority districts.

B. Transfer of work and employees within a new seniority district will be handled by bulletin in the usual manner prescribed in Section II of this Agreement. When a transfer of work and employees from one location to another location within a new seniority district requires a change in residence, at least thirty (30) days' written notice shall be given to the General Chairman involved. When "present employees" are required, as provided in Section III, paragraph A, of this Agreement, to transfer from one location to another location involving a change in residence, the benefits of Section III will apply.

C. When a transfer of work and employees from one seniority district to another requires a change in residence for "Present Employees", at least ninety (90) days' written notice shall be given to the General Chairman involved. Seniority will be dovetailed on an equitable basis unless

within said notice period, the General Chairman involved advises that the seniority of "present employees" will be handled in a different manner.

Failure to give such advice will not serve to extend the effective date of transfer.

**NOTE:** It is the Carrier's intention to keep the Organizations informed of transfers of work even when it has no adverse effect upon the employees.

D. Transfer of surplus employees not involved in a transfer of work, between the sixteen (16) seniority districts established under Section I, A, of this Agreement, will be subject to further implementation under Appendix "E" of the Agreement dated December 29, 1967.

E. Employees who performed service between January 2, 1966 and March 3, 1970 and who had an employment relationship as of March 3, 1970, and who have a seniority date earlier than January 1, 1955, or who have twenty (20) or more years of continuous service in the crafts represented by the organizations party to this agreement as of March 3, 1970, will not be required to transfer from one seniority district to another seniority district pursuant to Section IV, paragraph C hereof, unless there is no change in residence involved, but such employees may do so at their option. Such employees, when electing not to transfer, will continue to retain and be paid their compensation guarantee established by the December 29, 1967 merger agreement.

#### **Section V. Compensation Claim Forms**

Employees claiming compensation allowances provided in Section 3 and Appendix "D" of the Merger Protective Agreement dated December 29, 1967, will handle such claims on an appropriate form.

#### **Section VI. Effective Date**

This Implementing Agreement No. 1 and the seniority districts provided for herein shall become effective on the date of consummation of the merger or the date of this agreement, whichever is later.

Signed at St. Paul, Minnesota this 18th day of May, 1970.

(Signatures not reproduced)



## **APPENDIX "I"**

### **PHYSICAL EXAMINATIONS**

**(From Agreement BN 4-20-70)**

Hereafter when an employee is withheld from service because of his physical condition as a result of examination by the Carrier's physician, the Organization, upon presentation of a dissenting opinion as to the employee's condition by a competent physician, may make written request within fifteen (15) days of the date withheld upon his employing officer for a neutral medical authority to review the withheld employee's case. In case the employee is unable to obtain a dissenting opinion due to causes beyond his control, such as but not limited to absence of his personal physician, it may be submitted within 30 days provided he submits his written request within the 15-day period prescribed above and indicates the reasons for his inability to concurrently present the dissenting opinion.

Within fifteen days of the receipt of such request, the Carrier and the Organization shall by mutual agreement appoint such neutral medical authority, which medical authority shall be expert on and specializing in the disability from which the employee is alleged to be suffering.

The neutral medical authority so selected will review the employee's case from medical records furnished by the parties hereto and, if it considers it necessary, will make an examination of the employee. Said medical authority shall then make a complete report of its findings in duplicate, one copy to the Carrier and one copy to the Organization, setting forth the employee's condition and an opinion as to his fitness to continue service in his regular employment, which will be accepted as final.

The Carrier and the Organization shall each pay one-half of the fee and expenses of the neutral medical authority and any examination expenses which may be incurred, such as hospital, laboratory and X-ray services.

In the event the neutral medical authority concludes that the employee is fit to continue in service in his regular employment, such neutral medical authority shall also render a further opinion as to whether or not such fitness existed at the time the employee was withheld from service. If such further conclusion states that the employee possessed

such fitness at the time withheld from service, the employee will be compensated for actual loss of earnings during the period so withheld.

In the event the neutral medical authority concludes that the employee is not fit to continue in service in his regular employment, the Organization may, upon presentation of an opinion from a competent physician that the employee's condition has improved, request re-examination by the Carrier's physician. Such request will not be made for the first 90 days thereafter, nor more often than once in any 90-day period. The pay provisions set forth above will not apply to other than the routine periodic examinations required by the Carrier; but this limitation shall not prohibit an employee who has been out of service due to disability or illness from pursuing the other neutral doctor procedures of this appendix if upon recommendation from his personal physician to return to work he is disqualified by the Carrier.

An employee regularly assigned who is required to take routine periodic physical and/or visual examinations during other than regularly assigned hours or as provided for in Rule 20 (Mechanical Shop Craft Agreement) will be allowed payment for time consumed in taking such examination at his basic pro rata rate but not to exceed four hours at such rate.

The above provisions are not applicable to new employees with less than 60 days of compensated service, applicants for employment or probationary employees.

(Signatures not reproduced)

## **APPENDIX "J"**

### **EMERGENCY FORCE REDUCTION RULE**

**(From National Agreement of April 24, 1970 -- Carmen)**

**(From Public Law 91-226 of April 9, 1970 -- Machinists,  
Electricians, Sheetmetal Workers, Boilermakers  
and Blacksmiths)**

**(From National Agreement of June 12, 1970 --  
Fireman and Oilers)**

Insofar as applicable to the employees covered by this agreement, Article VI of the Agreement of August 21, 1954 is hereby amended to read as follows:

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

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

The foregoing amendment is effective February 19, 1970.

**APPENDIX "K"**

**OVERTIME RATE OF PAY**

**(From National Agreement of April 24, 1970 -- Carmen)**

**(From Public Law 91-226 of April 9, 1970 -- Machinists,  
Electricians, Sheet Metal Workers, Boilermakers  
and Blacksmiths)**

**(From National Agreement of June 12, 1970 --  
Firemen and Oilers)**

All agreements, rules, interpretations and practices, however established, are amended to provide that service performed by a regular assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

The foregoing provision is effective February 19, 1970.

## **APPENDIX "L"**

### **PERFORMANCE OF INCIDENTAL WORK AT RUNNING REPAIR WORK LOCATIONS**

**(From National Agreement of April 24, 1970 -- Carmen)**

**(From Public Law 91-226 of April 9, 1970 -- Machinists,  
Electricians, Sheet Metal Workers, Boilermakers  
and Blacksmiths)**

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

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

The foregoing provision is effective February 19, 1970.

**APPENDIX "M"**

**IMPLEMENTING AGREEMENT NO. 1**

**Between**

**BURLINGTON NORTHERN INC. (BN)**

**And**

**Its Employees Represented By**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

The purpose of this agreement is to provide for expedited changes in services, facilities, operations, seniority districts and existing collective bargaining agreements to enable the merged company, created by consummation of the transaction proposed in ICC Finance Docket No. 28583, to be immediately operated in the most efficient manner as one completely integrated railroad.

IT IS AGREED:

**ARTICLE I - Consolidation of Seniority Districts**

A. Mechanical Department Seniority Districts -- On the date of consummation of the merger, all mechanical facilities of the Frisco at St. Louis and Kansas City Terminals will be added to the BN Hannibal Seniority District No. 7. Frisco employees holding seniority rights at St. Louis and Kansas City will have their seniority dovetailed in the appropriate consolidated seniority rosters for BN Hannibal Seniority District No. 7. A new seniority district, designated Springfield (District 15), will be created to cover all seniority points at the Springfield terminal. A new seniority district, designated Frisco (District 16), will be created to cover all other seniority points including Tulsa, Memphis and Birmingham. Seniority ranking between two or more employees with the same date on the same seniority roster will be determined by their attained chronological ages as shown on records of the employing railroad, the oldest employee being placed first.

B. All other Frisco employees represented by the International Brotherhood of Electrical Workers who are not covered by the mechanical department schedule agreement shall be included in the appropriate Burlington Northern Seniority rosters in the same manner as those seniority rosters were consolidated under Article I of the BN Implementing Agreement dated September 1, 1972, and they shall be entitled to Frisco home road seniority preference until January 1, 1990 similar to Article I, D of that Implementing Agreement. Burlington Northern employees on those seniority rosters as of the date of

consummation of the BN-Frisco merger will also have home road seniority preference until January 1, 1990 to positions headquartered at BN points. Home road seniority preference will not apply at St. Louis and Kansas City terminals, and may be discontinued at a date earlier than January 1, 1990 by mutual agreement.

C. Except as may be otherwise provided in this agreement, the rules of collective agreements between the organizations parties hereto and BN will apply to employees on the entire Frisco system. In order to minimize confusion at any facility where a new collective bargaining agreement is being applied, there shall be a 180 calendar day transition period to fully implement all the new rules.

D. The merged company shall be treated as one completely integrated railroad immediately after merger, and no distinction based on former railroad employment relationship, former railroad geographical boundaries or former railroad equipment ownership shall be made concerning where employees may work, what equipment employees may work on, or which employees may perform work. However, nothing in this agreement shall operate to extend jurisdiction or Scope Rule coverage to agreements between another organization and one or more of the merging Carriers which were in effect prior to the date of merger.

## **ARTICLE II - Transfer of Work and Employees**

A. The right of the merged company to transfer work from one location to another location within a seniority district or between seniority districts is recognized.

### **B. Transfer of Work within a Seniority District**

1. Each consolidation of facilities or the transfer of work elsewhere within a seniority district, as a result of the merger, which results in the abolishment of positions and transfer of employees, will be accomplished by posting a thirty (30) calendar day written notice and bulletin, only at the particular mechanical facilities involved in the transfer, with a copy to be furnished to the General Chairmen involved. The notice will list the positions to be abolished at the facility or facilities from which employees are being transferred, and the positions to be created at the facility or facilities to which employees are being transferred.

2. The employees at the facilities from which the work is being transferred shall be given the opportunity to transfer with the work to the extent that additional positions are created at the facilities to which the work is being transferred; and sufficient employees at the facilities from which the work is being transferred will be required to accept employment within their classification, so as to insure a force adequate to meet the Carrier's requirements at the facilities to which the work is being transferred. Not less than twenty calendar days after posting of the bulletin a number of employees equal to the number of positions so bulletined will be chosen by informal exercise of seniority preference and will be transferred. Such employees shall have five working days after transfer to bid on the positions on bulletin or exercise their seniority at the facility to which transferred. Employees at the facility to which the work is being transferred may also bid on the positions being established due to the transfer of work. Employees transferred may be temporarily assigned to any of the available positions pending exercise of seniority and closing of the bulletin.

3. Where the number of positions being established, due to the transfer of work, at the facility or facilities to which the work is being transferred is smaller than the number of positions being discontinued at the facility or facilities from which the work is being transferred, the excess employees may exercise seniority in the same manner as if their positions had been abolished in an ordinary force reduction.

C. Transfer of Work Between Seniority Districts

1. When a transfer of work and employees from one seniority district to another requires a change in residence for affected employees, at least ninety (90) days' written notice shall be posted and a copy shall be given to the General Chairmen involved. Seniority of employees who are transferred will be dovetailed on a straight seniority basis on their new seniority district.

2. Employees who desire to transfer must so notify the officer who issued the notice at least thirty (30) days before the expiration of the 90-day notice period.

3. If an insufficient number of employees voluntarily accept transfer, the most junior employees at the facility from which the work is being transferred who will



be unable to hold an assignment after the transfer of work may be required to transfer with the work. Such junior employees may elect to exercise their seniority elsewhere on their seniority district in lieu of transferring with the work, in which case the most junior employees so displaced who are unable to hold an assignment may be required to transfer with the work. In such cases, the moving and real estate benefits of this agreement will be applicable only to the employees transferring to the new seniority district with the work.

D. Further Implementation

1. This agreement contemplates that at the end of the notice periods specified in this Article, the transfer of work and/or employees may be effectuated without further delay.

2. It is the Carrier's intention to keep the Organizations informed of transfers of work even when it has no adverse effect upon the employees.

**ARTICLE III - Transfer Allowance and Real Estate**

A. A merger protected employee retained in the service of the railroad or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment as a result of the transaction and who within his protective period is required to move his place of residence shall be reimbursed for, or relieved of all expenses of moving his household and other personal effects. The Carrier will determine the manner in which such moves shall be performed, except such movement shall not be by boxcar. In the event the movement of such property is performed by rail, the Carrier will bear the expense of necessary crating, pickup, delivery, uncrating and loss and damage insurance in transit. In the event the movement of such property is performed by motor vehicle, the Carrier will bear all charges assessed for packing at origin, moving to destination, unpacking at destination and loss and damage insurance in transit. Charges for warehousing, if necessary due to unforeseen circumstances beyond the employee's control, not exceeding thirty (30) calendar days, will be borne by the Carrier.

B. An employee covered by paragraph A above, who moves his residence, shall be reimbursed for the traveling expenses of himself and members of his family, including

living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter (not to exceed six (6) working days), used in securing a place of residence in his new location, and, in addition to such benefits, shall receive a transfer allowance of one thousand dollars (\$1,000), which amount will be paid within thirty (30) calendar days after the date the employee actually moves his residence.

C. Such an employee who drives his automobile from the point from which transferred to the point to which transferred will be paid at the authorized rate per mile for the actual road distance traveled.

D. No claim for expenses under this Article III will be allowed unless they are incurred within three (3) years from the date the employee transfers from one location to another and the claim for expenses must be submitted within ninety (90) calendar days after the expenses are incurred.

E. An employee specified in paragraph A of this Article III who is 55 years or older as of the date of the Merger Protective Agreement and who owns his home or is purchasing his home as of such date will be subject to the following provisions in lieu of the benefits contained in Article I, Section 12 of the Merger Protective Agreement of January 26, 1981.

Option (1).

(i) Each qualified homeowner electing this option will be paid twenty-five (25) percent of the fair market value of his home. In each case the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby.

(ii) For each year (12 calendar months) in excess of ten (10) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one (1) per cent per year for the fair market value of his home, but not to exceed the number of years of continuous service with the merging railroads and not to exceed an additional twenty-five (25) per cent.

(iii) The protected employee will be permitted to retain title to his home and will retain

responsibility for any and all indebtedness outstanding against his home. The Carrier will assume no liability whatever in connection therewith.

(iv) If the protected employee purchases a different home between the date of the Merger Protective Agreement and the date he is required to move, he will be entitled to the benefits in this Article on the basis of application of the terms hereof to the home he owned prior to the date of the Merger Protective Agreement, except that he shall be treated as having occupied such home until the date of transfer in the application of paragraph (ii) of this Article.

(v) The protected employee qualified to participate in this property settlement and electing this Option (1) will notify the Carrier within thirty (30) days of the date he is required to move, providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the Carrier or its nominee a good and sufficient title to the property. In addition, for each year over ten years the protected employee occupied his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value, but not to exceed the number of years of continuing service with the merging railroads and not to exceed twenty-five (25) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the Carrier or its nominee.

F. An employee specified in paragraph A of this Article III who is less than 55 years of age as of the date of the Merger Protective Agreement and who owns his home or is purchasing his home as of the date of the Merger Protective Agreement, will be subject to the following provisions in lieu of benefits contained in Article I, Section 12 of the Merger Protective Agreement of January 26, 1981.

Option (1).

(i) Each qualified homeowner electing this option will be paid fifteen (15) per cent of the fair market value of his home. In each case the fair market value shall be determined as of a date sufficiently prior to the date he is required to move to be unaffected thereby.

(ii) For each year (12 calendar months) in excess of ten (10) years the employee occupies his home prior to the date of transfer, he will be allowed an additional one per cent per year of the fair market value of his home, but not to exceed the number of years of continuous service with his employing Carrier party to this Agreement, and not to exceed an additional ten (10) per cent.

(iii) The employee will be permitted to retain title to his home and will retain responsibility for any and all indebtedness, if any, outstanding against his home. The Carrier will assume no liability whatever in connection therewith.

(iv) If an employee purchases a different home between the date of the Merger Protective Agreement, and the date he is required to move, he will be entitled to the benefits in this Article on the basis of application of the terms hereof to the home he owned as of the date he is required to move.

(v) An employee qualified to participate in this property settlement and electing this Option (1) will notify the Carrier within thirty (30) days of the date he is required to move providing evidence of ownership and length of such ownership, whereupon payment provided herein shall be made within thirty (30) days thereafter.

Option (2).

A qualifying homeowner electing to exercise Option (2) will be allowed the fair market value of his home upon delivery to the Carrier or its nominee a good and sufficient title to the property. In addition, for each year over five (5) years the employee occupied his home prior to the date of transfer, he will be allowed an additional one-half percent per year of the fair market value up to and

including eight (8) years and one (1) per cent for the ninth (9th) year and each year thereafter, but not to exceed the number of years of continuing service with his employing Carrier party to this Agreement and not to exceed fifteen (15) per cent. As customary in real estate transactions, the homeowner electing to dispose of his home under Option (2) will furnish title thereto at his expense, satisfactory to the Carrier or its nominee.

G. If an employee is under contract to purchase his home, as of the date of this Agreement, the Carrier shall protect him against any loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him of any further obligations under his contract.

H. If an employee holds an unexpired lease of a dwelling occupied by him as his home, the Carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

I. In the event of dispute arising over fair market value as referred to in these Options, loss under a contract to purchase or loss and cost in securing termination of a lease, the following procedure will be followed in resolving the dispute:

A joint conference shall be arranged between the employee or representatives of the employees and the Carrier within ten (10) days of the dispute arising. If they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the employee or the representatives of the employees and the New Company, respectively; these two shall endeavor by agreement within ten (10) days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the president of the local board or association of realtors shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the appraisal board shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

J. The term "home" as used herein, means the single primary place of abode of an employee which is a structure consisting of not more than two (2) dwelling units (duplex) and located on a building site of not more than one (1) acre and which is utilized for residential purposes only.

K. The provisions of Article I, Section 12 of the merger protective agreement will be applicable to a merger protected employee who had an employment relationship as of date of merger, but who did not own his home or was not purchasing a home as of the date of the Merger Protective Agreement.

L. In determining whether loss is suffered and amount of loss, if any, in connection with the sale of an employee's home for less than appraised fair market value, all of the usual and customary closing costs to the seller will be included, such as realty commission, title insurance fee, reconveyance fee, revenue stamps, and prepayment penalty on existing mortgages.

M. When the term "change in residence" is used in this Agreement and the Merger Protective Agreement it means transfer to a work location which is located either (A) outside a radius of 30 miles of the employee's former work location and farther from his residence than was his former work location or (B) is located more than 30 normal highway route miles from his residence and also farther from his residence than was his former work location.

#### **ARTICLE IV - Certification**

For the six (6) year period immediately following consummation of the merger, with respect to any protected employee, who has been continuously employed since that date at the Kansas City terminal or St. Louis terminal and who is displaced or dismissed as those terms are used in the Merger Protective Agreement, there shall be a conclusive presumption that he has been affected by the merger.

#### **ARTICLE V - Effective Date and Conflicts**

This agreement will become effective on the date signed. If there is any conflict or duplication of subject matter between this Agreement and any other agreement, including the Merger Protective Agreement and its appendages of even date, the terms of this Agreement shall prevail.

Signed at St. Paul, Minnesota, this 26th day of January, 1981.

FOR THE ORGANIZATION

FOR BURLINGTON NORTHERN INC.:

B. F. Tangeman  
General Chairman - IBEW

A. E. Egbers  
Vice President - Labor Relations

## **APPENDIX "N"**

### **DAY(S) VACATION - ONE WEEK ONLY**

**(Effective 1-1-75)**

Effective with vacations taken in calendar year 1975, any employee who is eligible for more than one (1) week of vacation may elect at the time vacations are scheduled to split one (1) week of his vacation on a one (1) day at a time basis, (Employees who are scheduled to take group vacations may split only vacation time which exceeds the length of the group vacation). Sufficient time which would otherwise have been scheduled for regular vacation periods shall be set aside throughout the year at each facility to take care of the one day at a time vacations. To insure distribution of vacations consistent with the vacation schedule, at least one day of each participating employee's vacation must be taken each two months, unless otherwise agreed by the local management and local committee.

Such vacations must be lined up with the employee's supervisor one (1) week in advance and scheduled consistent with the requirements of service. (However, consideration will be given to approved absences for emergencies and other compelling circumstances.) Carrier shall have the right to defer such one day vacations for emergencies and other compelling circumstances. Employees who take short vacations in accordance with this procedure will be paid for such days in accordance with Article 7 of the vacation agreement.



## **APPENDIX "O"**

### **PERSONAL LEAVE**

#### Section 1

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

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

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

#### Section 2

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

**APPENDIX "P"**

**DAYLIGHT SAVING TIME**

Mr. B. F. Tangeman, Gen. Chmn.  
Int. Bro. of Electrical Workers  
360 Robert Street, Room 424  
St. Paul, Minnesota 55101

Dear Mr.. Tangeman:

Reference is made to our previous conference at which time the subject of Daylight Saving Time vs. Standard Time was discussed. At the conclusion of this conference it was mutually agreed that paragraph 2 of the Memorandum of Agreement between the Great Northern Railway Company and System Federation No. 101 would have a system application on this property, as amended, reading as follows:

"2. Where the transition from Standard to Daylight Saving time is put in effect, employees who, in making the change, would work 7 hours, would be paid 8 hours, and that in reverting to Standard time, employes affected would work 9 hours for 8 hours pay."

Sincerely,

ACCEPTED:

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Vice President Labor Relations

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General Chairman - IBEW