

# **AGREEMENT**

Between

**South Carolina Public Railway**

and

**District 19**

**International Association of Machinist  
And Aerospace Workers**

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This agreement applies only to shop craft employees, who are represented by District Lodge No. 19 of the International Association of Machinists and Aerospace Workers (IAMAW) and employed by the South Carolina Public Railway and shall govern the hours of service, rates of pay and working conditions of such employees.

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

Nothing in this Agreement restricts the right of Management to define reasonable Code of Conduct for employees, defined as follows: excessive tardiness or absenteeism, insubordination, willful neglect or deliberate dereliction of duty, stealing, fighting, falsifying of payroll sheets, or the use or possession of intoxicants or drugs while on duty is prohibited and may be considered sufficient cause for dismissal.

Further, the Carrier reserves the right to define physical qualifications for entering and remaining in service, it being understood that physical disqualifications, if request is made, will be submitted to a panel of three Doctors, one selected by the Organization, one by the Carrier, and a neutral mutually agreed to by both parties. A majority decision of the three Doctor panel will be final and binding on the Carrier and employees as to employees' physical fitness for service.

It is the general intent of the Carrier and the Organization that any and all work set forth in the Work Classification Rules herein which can reasonably and practicably be performed by the employees covered by this Agreement shall be assigned to such employees rather than to any contractor or sub-contractor.

#### **RULE 1 – Hours of Service**

Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement shall be paid on an hourly basis.

#### **RULE 2 – 40 Hour Work Week**

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

- (a) The Carrier will establish, effective November 1, 2008, for all employees, subject to the exceptions contained in this agreement, a work week of forty (40) hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:
- (b) Five-day Positions - On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
- (c) Six-day Positions - Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

- (d) Seven-day Positions - On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- (e) Deviation from Monday-Friday Week - If in positions or work extending over a period of five days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph (B) of this Rule 1, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under applicable rules of this agreement.

### **Rule 3 – Starting Time One Shift**

When one shift is employed, the starting time shall not be earlier than 6:30 A.M. and not later than 8:30 A.M. The shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

### **Rule 4 – Starting Time Two Shifts:**

When two (2) shifts are employed, the second shift shall normally start immediately following the first shift. The spread of the second shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

### **Rule 5 – Starting Time Three Shifts:**

Where three shifts are employed, the starting time of the first shift shall be governed by paragraph (a) and the starting time of the other shifts shall be regulated accordingly. Each shift shall consist of eight consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

### **Rule 6 - Establishment of Uniform Commencing and Quitting Time:**

Where two or more shifts are employed the time established for commencing and quitting work for all employees on each shift shall be the same at the respective points.

### **Rule 7 - Holidays – Pay For and Qualifications Necessary**

#### **Section 1.**

Subject to the qualifying requirements contained in Section 2 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight (8) hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day  
Presidents Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas  
New Year's Eve

- (a) Holiday pay for employees shall be at the pro rata rate of the position to which assigned.
- (b) Subject to the applicable qualifying requirements in Section 2 hereof, employees shall be eligible for the paid holidays or pay in lieu thereof provided for in Section 1 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, noncompliance with a union shop agreement, or disapproval of application for employment.

## Section 2.

An employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the work days 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 employee's work week, the first work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day 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:

- (a) Compensation for service paid by the Carrier is credited; or
- (b) Such employee is available for service.

**NOTE:** "Available" as used in subsection (b) 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.

## Section 3.

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, except that 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 also is 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.

#### Section 4.

When any of the eleven recognized holidays enumerated in Section 1 of this Rule 7, as amended, 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 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 therein provided he meets the qualification requirements specified. The "work days" and "days" immediately preceding and following the vacation period shall be considered the "work days" and "days" preceding and following the holiday for such qualification purposes.

#### **Rule 8 - Overtime, Rest Days, and Holiday Pay**

- (a) All service performed 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) Service performed on an employee's rest days and the legal holidays of Rule 7, Section 1 (provided when any of the above holidays fall on Sunday, the day observed by the state, Nation or proclamation shall be considered the Holiday) shall be paid for at the rate of time and one-half.
- (c) Service performed by a regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.

#### **Rule 9 - Overtime and Calls**

- (a) 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 for any such service performed.
- (b) For continuous service after regular working hours, 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.
- (c) 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.
- (d) Employees called or required to report and who perform service will be allowed a minimum of four (4) hours at straight time rate for (2) hours and forty (40) minutes or less. Additionally they may be required to perform other work as service may require.



### **Rule 10 - Service on Rest Days**

Service rendered by an employee on his assigned rest day or days will be paid for under the call rule when such service is not part of any assignment.

### **Rule 11 - Work During Lunch Period**

Employees required to work during the lunch period or any part thereof, 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 minutes) without loss of time.

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

### **Rule 12 - Assignment on Holidays**

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

### **Rule 13 - Distribution of Overtime**

When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time. Record will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally.

### **Rule 14 - Changing Shifts**

Employees transferring from one shift to another will be paid overtime rates for the first day or night of the new shift. This does not apply to employees who transfer at their own request.

Employees retained for three days or nights, or more, on a shift other than their regular shift will receive overtime rates for the first day when returning to their regular shift.

### **Rule 15 – Bereavement Leave**

In the event of the death of a member of an employee's immediate family, the employee will be given an authorized absence from work, up to three (3) days without the loss of pay. The three days must be consecutive workdays and they must include the day of the funeral. Written confirmation from the funeral directors and/or an obituary notice establishing relationship and dates may be required for funeral leave payments. Members of an employee's immediate family include only parents, grandparents, spouse, child, brother, sister, mother-in-law, father-in-law and grandchildren. (Appendix C)

### **Rule 16 - Filling Vacancies**

When an employee is required to fill temporarily the place of another employee receiving a higher rate of pay, he shall receive the higher rate. If required to fill temporarily the place of another employee receiving a lower rate, his rate shall not be changed.

### **Rule 17 - Promotion of Mechanic to Manager of Mechanical Operations**

Mechanics in service will be considered for promotion to position of foreman. Mechanics promoted to foremen will retain their seniority.

### **Rule 18 – Lead Mechanics**

Hourly rated lead mechanics assigned to work as Lead Mechanic under the direction of the Manager of Mechanical Operations may be appointed from Mechanics of the craft. They will receive a differential of one dollar fifty (\$1.50) cents per hour above the minimum rate paid mechanics of the craft. Positions of hourly rated lead mechanics that are bulletined to the Mechanics of the craft will receive a differential of one (\$1.00) dollar per hour above the minimum rate paid.

Consistent with the provisions of Article VII of the December 18, 1987 Mediation Agreement, mechanics promoted to lead mechanics will retain their seniority as mechanics at the last point employed as mechanic.

When shop forces are reduced, they will be cut off in line with their mechanic's seniority. In the restoration of forces, they will be returned to service in accordance with their mechanic's seniority.

**Note:** The provisions of the above rule will have no effect on Employees currently working as Lead Mechanics. Employees holding Lead Mechanic positions on the effective date of this agreement will remain with the corresponding rate of pay until such time as they leave the position they occupy through bid or displacement.

### **Rule 19 - Seniority**

- (a) The seniority of mechanical operations employees covered by this agreement shall be at all locations currently covered by this agreement.
- (b) Two or more Mechanic Apprentices establishing seniority as journeyman Mechanic-on the same date shall be ranked on the seniority roster in accordance with the following guidelines in the order listed:
  1. Mechanic Apprentice with the earlier hire date shall be ranked senior.
  2. Mechanic Apprentice with earlier birth dates shall be ranked senior.

There shall be two (2) roster-divisions of mechanical operations employees as follows:

Mechanics  
Apprentices

- (c) Seniority lists will be posted on bulletin boards, which are provided for in this Agreement as soon as possible after January 1 each year, and will be considered permanently established if not protested during the year in which the roster is posted. Seniority dates not protested then become the fixed seniority for each man on the roster and will be carried forward to succeeding rosters. Only changes or additions as may have been made during the preceding year may be protested. Neither the Management nor the Committees will receive any complaints for correction of seniority dates which are not handled during the year in which the roster is posted. Copies of the seniority lists will be furnished to the Local Chairman and General Chairman at the time of posting on bulletin boards.
- (d) Senior men in their respective classifications shall have the opportunity to exercise their seniority when vacancies occur, or new jobs are created, or when changes in forces occur involving increased hours, higher rates of pay, or changing from night to day shifts or vice versa. Due consideration will be given to men off on sick leave, vacation or leave of absence upon their return to work.
- (e) When any changes according to paragraph (c) are to be made, bulletins will be posted immediately calling for bids, such bulletins to remain open for a period of five days. Employees desiring to bid on such jobs must do so within five days' limit by making application to the Officer who posted the bulletin in writing and give a duplicate copy of such application to the Local Chairman and failure to comply will forfeit the claim of any bidder. If no bids are received within the five day limit, the senior unassigned man will be placed on the job. Permanent assignment will be made immediately after the five day limit.
- (f) The practice of exercising seniority to displace junior employees by "Rolling" or "Bumping" is not permitted; however, an employee whose job is abolished, or who may be displaced by other causes, will be permitted to exercise seniority on any job occupied by a junior employee on his seniority list.
- (g) Seniority as mentioned in any of the rules of this Agreement will govern when the employees desire to exercise such rights. If sufficient ability is shown by trial, senior applicants for vacancies or new positions will be assigned.
- (h) Seniority of employees will terminate and they shall be retired from the service on the last day of the calendar month in which they attain the age of 70.

### **Rule 20 – Leave of Absence**

When the requirements of the service permit, employees, on request, will be granted leave of absence for a limited time, with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefore by the proper official and General Chairman representing his craft. In case of sickness to any employee or his immediate family, he will be granted a leave of absence consistent with FMLA requirements.

### **Rule 21 - Unavoidable Absence**

- (a) In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause shall notify his supervisor as early as possible.
- (b) The provisions of paragraph (a) shall be strictly complied with. Excessive absenteeism (except due to sickness under paragraph (a) above) and/or tardiness will not be tolerated and employees so charged shall be subject to the disciplinary procedures of Rule 27.
- (c) An employee in service who fails to protect his assignment due to engaging in other employment shall be subject to dismissal.

### **Rule 22 - Attending Court**

When attending court as witnesses for the Carrier, employees will be reimbursed for actual necessary expenses and paid for time lost, i.e., they will be allowed compensation equivalent to what they would have earned had such interruption not taken place. If required to attend court as witnesses for the Carrier on an assigned rest day or holiday which they would not have worked, they will be paid for eight (8) hours at the pro rata rate each day or part thereof for such court service and the Carrier will furnish transportation if needed. Payment under this rule on one of the recognized holidays shall be in addition to holiday pay to which an employee may be entitled under Rule 7.

### **Rule 23 - Paying Off**

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

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

Employees leaving the service of the Carrier will receive their pay in accordance with state law.

### **Rule 24 - Abolishment of Jobs: Reduction of Forces**

- (a) When it becomes necessary to reduce expenses, the forces may be reduced, seniority in accordance with Rule 19 will govern, and employees desiring to exercise their seniority must do so within five (5) days from date of change.
- (b) In the restoration of forces, senior laid off employees will be given preference in returning to the service, if available, within a reasonable time. Employees desiring to avail themselves of the privileges of this rule must file their addresses with the Carrier at the time force is reduced and renew same at each change of address. Failure to comply with this rule, failure to return to the service within ten days after being notified by mail sent to the last address given, or give satisfactory reason for not doing so, will eliminate such employees from the service.

- (c) The Carrier will, in all cases, advise the local chairman in writing of any change to be made in the forces as far in advance as practicable before being made effective.
- (d) When the force is to be reduced or a position abolished, five (5) working days' notice by bulletin shall be given the affected employee or employees in advance of the effective date of such abolishment or reduction in forces.

It is understood, however, that not more than sixteen (16) hours advance notice shall be required when reducing forces or abolishing positions under emergency conditions, such as floods, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed. Restoration to service will be made within twenty-four (24) hours after emergency ceases to exist.

### **Rule 25 – Claims or Grievances**

Should any employee subject to this Agreement believe he has been unjustly dealt with, or any of the provisions of this Agreement have been violated, all claims or grievances shall be handled as follows:

- (a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.
- (b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance and the representative of the Carrier shall be notified in writing within that time of the rejection of decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.
- (c) The requirements outlined in paragraphs (1) and (2), 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. The highest designated officer shall hold conference with the general chairman upon request. All claims or grievances involved in a decision by the highest officer shall be barred unless within 9 months from the date of receiving 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 mutual agreement in any particular case extend the 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 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.

## **Rule 26**

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 done by the employees, due to this cause.

## **Rule 27 - Discipline**

### **Section A - General Requirements**

1. An employee who has been in the service of the Carrier for ninety (90) working days shall not be discharged, suspended or otherwise disciplined without a fair and impartial investigation except that an employee may waive an investigation in accordance with Section B(2) of this agreement.

2. An employee shall not be held from service pending investigation except in serious cases, such as theft, altercation, insubordination, major accidents, serious misconduct and major offenses, etc., whereby the employee's retention in service could be detrimental to himself, another person or the Carrier.

The Carrier reserves the right to remove an employee from service for any other offense with pay until the case is resolved.

## **Section B - Formal Investigation**

### **1. Notice of Investigation**

- (a) An employee directed to attend a formal investigation to determine the employee's responsibility, if any, in connection with an occurrence or incident shall be notified, in writing, by certified mail to the last known address, with a copy to duly authorized representative, within a reasonable period of time, but not to exceed fifteen (15) days from the date of occurrence, or where the occurrence is of a nature not immediately known to the employee's supervisor(s), not to exceed fifteen (15) days from the time the carrier first has knowledge thereof. The notice shall contain a precise statement of the date, time, place and nature of the occurrence or incident that is to be the subject of the investigation.

**NOTE:** This rule does not preclude delivery of the notice at reasonable times by a Carrier representative. If such delivery is at the employee's home, it shall be made only when other means of delivery are not practicable.

- (b) The notice shall state the date, time and place the investigation is to be held which shall be not less than five (5) days after the date of notification or more than fifteen (15) days after the date of notification unless otherwise agreed to.
- (c) The Carrier will have the responsibility of producing sufficient witnesses to develop the facts concerning the incident or occurrence being investigated and the notice of investigation shall include the name of each person receiving the notice and the names of all witnesses known at the time of the notice that the Carrier intends to have in attendance at the hearing. The employee or the employee's duly authorized representative may bring to the attention of the responsible Carrier official the name or names of other witnesses who may provide material facts.
- (d) The notice shall inform each employee so notified of the right to representation and to bring in witnesses.
- (e) If any employee who receives a notice of investigation will not be permitted to exercise the option under Section B(2) of this agreement, the notice of investigation shall so specify.

### **2. Waiver of Investigation**

- (a) An employee who has been notified to appear for an investigation shall have the option, prior to the investigation, to discuss with the appropriate Carrier official, either personally, through or with the employee's duly authorized representative, the act or occurrence and the employee's responsibility, if any. The duly authorized representative shall be contacted and permitted to be present during any discussion held in connection with the waiver of investigation.

If disposition of the charges is made on the basis of the employee's acknowledgment of responsibility, the disposition shall be reduced to writing and signed by the employee and the official involved and shall incorporate a waiver of investigation and shall specify the maximum discipline imposed for employee's acceptance of responsibility with copy to General Chairman.

Disposition of cases under this paragraph (a) shall not establish precedents in the handling of other cases.

- (b) No minutes or other record will be made of the discussions and, if the parties are unable to reach an agreed upon disposition on this basis, no reference shall be made to these discussions by either of the parties in any subsequent handling of the charges under the discipline procedure.

### 3. **Postponements of Investigation**

Consistent with the provisions of Section A (1) for a fair and impartial investigation, postponements of the formal proceeding may be requested by either party on reasonable grounds and consent shall not be unreasonably withheld.

### 4. **Conduct of Investigation**

- (a) The investigation shall be conducted by an officer of the employing Carrier who may be assisted by other officers.

**NOTE:** When another Carrier is involved, this will not preclude an officer of that Carrier from assisting in the hearing recognizing, in any case, that there shall be only one presiding (hearing) officer.

- (b) Formal investigations shall be held at the point where the employee involved is employed and at such time as will result in no loss of time for the employee, his representatives (no more than two) and his witnesses that are employed at such point unless otherwise agreed to. The employee shall have the right to represent himself with his duly authorized representative present or be represented at the investigation by a maximum of three duly authorized Organization representatives, with one acting as spokesman for all. The employee(s) involved shall be afforded a reasonable opportunity to secure the presence of his representative(s) and/or necessary witnesses. The employee and/or the employee's representative(s) shall have the right to introduce witnesses in the employee's behalf, to hear all testimony introduced, to question all witnesses and examine all exhibits.
- (c) The term "duly authorized representative" shall be understood to mean a member of the regularly constituted committee or an officer of the organization duly authorized to represent the employee in accordance with the Railway Labor Act, as amended.
- (d) If the formal investigation is not held within the time limits specified in Section B.1(b), or the decision is not rendered within thirty (30) calendar days from the close of the investigation, the employee will not be disciplined, will be paid for all time lost, and no disciplinary entry will be made in the employee's personal service record.



### **Section C - Transcript of Investigation**

1. A copy of the decision rendered shall be furnished to the duly authorized representative and the employee at the time the decision is rendered in the event discipline is assessed.

A copy of the transcript shall be furnished to the duly authorized representative or to the employee if he represents himself at the time the decision is rendered in the event discipline is assessed. In those cases where dismissal has been assessed, the General Chairman will also be furnished a copy of the transcript of the investigation and the decision rendered.

2. It is recognized that the Carrier is responsible for insuring that an accurate transcript of the investigative proceedings is made.

### **Section D - Compensation for Attending Investigations**

1. Witnesses, as referred to in Section B.1(c), who are directed by the Carrier to attend an investigation, shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

2. When an employee involved in a formal investigation is not assessed discipline, the employee shall be compensated for all time lost and, when incurred, will be reimbursed for reasonable and necessary expenses incurred for each day of the investigation.

### **Section E - Time Limit of Appeals**

1. When discipline has been assessed as a result of a formal investigation, claims and grievances resulting from such discipline will be appealed to the Carrier's highest designated officer within sixty (60) days from the date such decision is received. The Carrier's decision on appeal shall be made with sixty (60) days of receipt of the appeal. Decisions by the Carrier's highest designated officer will be final and binding unless, within nine (9) months from the date of said officer's original decision is received, 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 mutual agreement in any particular case extend the 9 months' period herein referred to.

2. If at any point in this appeals procedure or in the proceedings before a tribunal having jurisdiction it is determined that the employee should not have been disciplined, any charges related thereto entered in the employee's personal service record shall be voided and, if required to lose time or if held out of service (suspended or dismissed), the employee shall be reinstated with his seniority and other rights unimpaired and made whole for time lost, if any, less outside earnings resulting from said suspension or dismissal. An employee who is suspended or dismissed from service and is thereafter reinstated to service shall be entitled to such benefits as the arbitrator may award.

3. If discipline assessed is by suspension, time lost by an employee when held out of service shall be deducted from the assessed period of suspension.

## **Section F - Unjust Treatment**

If it is found after investigation or hearing that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired and compensated for wages lost, if any, resulting from said suspension or dismissal.

## **Section G - Effect of Time Limits**

The time limits set forth in this agreement shall govern the discipline procedures to the exclusion of any other rule, practice or agreement to the contrary and such time limits may be extended by mutual agreement in writing.

**NOTE:** Upon request, employees shall be permitted to review their personnel file during their off-duty hours. Information regarding any alternative forms of discipline is available from union representatives or managers.

## **Rule 28 - Competency**

An employee who has been in the service of the railroad ninety (90) days shall not be dismissed for incompetency, neither shall an employee who has been in the service ninety (90) days be discharged for any cause without first being given an investigation.

## **Rule 29 - Committees**

The Carrier will not discriminate against committeemen who, from time to time, represent other employees, and will grant them leave of absence for purpose of such representation.

## **Rule 30 Applicants for Employment**

Applicants for employment will make out Carrier's standard application forms and may be required to take physical examination but without expense to the applicant. Application of potential employees covered by this Agreement, including physical examinations, if not satisfactory shall be rejected within ninety (90) days or application will be accepted. Falsification of employment papers may be considered sufficient cause for dismissal after probationary period after being given an investigation.

## **Rule 31 - Conditions of Shops Etc.**

Sanitary drinking fountains will be provided. Pits, floors, lockers, toilets, and wash rooms will be kept in a clean, dry, and sanitary condition. Shops, locker rooms, wash rooms will be lighted and heated in the best manner possible, consistent with the source of heat and light available at the point in question.

### **Rule 32 - Personal Injuries**

Employees injured while at work may be required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to work just as soon as they are able to do so without signing a release pending final settlement of the case.

### **Rule 33- Notices**

Proper notices of interest confined to subjects in which the management and employees only are involved may be posted in each shop.

### **Rule 34 - Distribution of Agreements**

The Carrier will furnish copies of agreements to each employee affected and their duly authorized representative under the Railway Labor Act.

### **Rule 35 - Protection to Employees and Proper Signals**

Employees will not be required to work on engines or cars outside of shops during inclement weather, if room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains. All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

No employee will be required to work under locomotives or cars without being protected by proper signals. Where the nature of the work to be done requires it, locomotives and cars will be placed over pits, if available.

### **Rule 36 - Condition of Machinery and Tools**

The Management with the cooperation of the employees, will keep all machinery and tools in a safe and working condition.

### **Rule 37 - Help to be Furnished**

Mechanics and apprentices will be furnished sufficient competent help. Nothing in this rule prohibits lead mechanics or mechanic or apprentices from helping other lead mechanics or mechanics perform their work, but no two (2) apprentices shall work together as partners.

### **Rule 38 - Tools and Safety Apparel**

The Carrier will furnish "Tools of Trade" and Safety apparel as required of employees covered by this Agreement except safety shoes or personal clothing.

Employees will be held accountable for tools and safety apparels furnished.

### **Rule 39 - Jury Duty**

On any day on which an employee is required to report for Jury Duty, he shall not be required to report to work for the Carrier but shall be paid his regular compensation by the Carrier for the day less compensation received for performing Jury Duty.

### **Rule 40 - Supplemental Sickness Benefit Plan**

The provisions of the Agreement dated March 29, 1979, as amended by Article V of the October 1, 2008 between Carriers represented by the National Carriers' Conference Committee and employees of such Carriers operating through the Railway Employees' Department AFL-CIO (Applicable to Electrical Workers, Machinists, Boilermaker-Blacksmiths, Carmen and Firemen and Oilers) providing for a supplemental sickness benefit plan shall, while not reproduced herein, be applicable to the employees covered by this agreement.

### **Rule 41 - Transportation - Mileage Allowance**

The Carrier will furnish the employees all transportation required in carrying out the duties assigned them, but if an employee is requested to use and using their private automobiles for Carrier business shall be allowed mileage for use thereof in accordance with the mileage rate established by the Carrier. This will not apply to transportation cost of the employees from their home to their job.

### **Rule 42 - Mechanic Apprentices**

#### **Section 1 - Selection of Mechanic Apprentice**

- (a) The selection of Mechanic Apprentice shall be on the basis of background, experience, ability to learn and other factors relative to job performance. Mechanic Apprentice will be selected without regard to race, creed, color, sex or national origin.
- (b) Qualified journeymen from non-railroad industries may be hired into existing authorized vacancies upon verification of experience and concurrence of the appropriate General Chairman.

- (c) The ratio of apprentices should not to exceed one to every five (5) mechanics." Mechanics will instruct apprentices to the best of their ability.
- (d) The rate of pay for Mechanic Apprentices during the Training Program shall be as follows:
  - 1. For the first 244 creditable days of training, Mechanic Apprentice shall be paid 80% of the full Machinist rate of pay.
  - 2. For the next 244 creditable days of training, Mechanic Apprentice shall be paid 85% of the full Machinist rate of pay.
- (e) Upon completion of 488 creditable days of training and establishment of full journeyman status, the rate of pay shall be increased to the full Machinist rate of pay.

**NOTE:** Creditable days of training consist of 8 hours. Mechanic Apprentices shall be assigned a work week of 40 hours, consisting of five days of 8 hours each with two consecutive days off. Such assignments may consist of work days, rest days, and shifts as designated by the Carrier to best facilitate the training being given at the time and the work schedule established provided there is a journeyman Machinist assigned to the same shift. This will not preclude a Student Machinist from occasionally working overtime with a journeyman to finish a job; however, such overtime use will not be abused to the detriment of other Machinists.

- (f) Apprentices, upon completion of their apprenticeships, will establish seniority as mechanics."

**Rule 43 - Wage Rates Effective October 1, 2008**

Appointed Lead Mechanics	\$ +1.50
Lead Mechanics	\$ +1.00
Mechanics	\$23.38
Apprentices 80%	\$18.70
Apprentices 85%	\$19.87

Wage rates identified above will be increased consistent with the Agreement dated October 1, 2008, Signed on October 1, 2008 by the National Carriers Conference Committee and the employees shown thereon represented by the International Association of Machinist and Aerospace Workers. Mediation Agreement Case No. A-13431

**Rule 44 - Mechanics - Qualifications**

Any employee who has served an apprenticeship or has had two (2) years experience as a mechanic and who, by his skills and experience, is qualified and capable of laying out and fitting together the parts of any machine or locomotive shall constitute a mechanic.

## **Rule 45 - Scope of Agreement**

(a) It is understood that this Agreement shall apply to mechanical operations employees, lead mechanics, mechanics, and apprentices, employed by the Carrier who perform the work covered by this classification of work rule in all depths or subdivisions of this Carrier with respect to work they have historically performed.

(b) Mechanics classifications of work.

None but lead mechanics, mechanics, and apprentices shall perform work covered by this classification of work rule. Work under this rule shall consist of dismantling, repairing, maintaining and assembling steam, electric, diesel electric, gas, or any other type locomotive and other units of equipment and tools, facilities, know-how and time permitting as defined by the September 25, 1964, Agreement as amended April 22, 1975.

(c) In addition to locomotives, other equipment will include air compressors, jacks, chain saws, rail saws, power drills, speed swings, general shop maintenance, gasoline equipment used in the production of the shops and other work assigned.

(d) Mechanics work shall further include locomotive inspection, brake test, locomotive air brake work, painting, cleaning of parts, adding sand, oil, lubricants, and water required by equipments identified in this classifications in work rules.

(e) This rule does not restrict the right of other employees outside the scope of this agreement who are charged with operating chain saws, rail saws, power drills and speed swing and other similar equipment from lubricating, adding gasoline and water, such equipment to prevent delay in production. The right to lubricate by employees outside by the scope of this agreement identified herein does not carry with it the right to disassemble, service, and assemble such equipment.

## **Rule 46 - No Sub-Contracting of Work**

The Carrier agrees to adopt and apply provisions of the Mediation Agreement, Case #A-7030, dated September 25, 1964, between the National Railway Labor Conference and Eastern, Western, and Southeastern Carrier's Conference Committee and employees of such Carriers except Article V as amended April 22, 1975.

### **(As of 1992) Article IV Subcontracting**

The parties signatory to this Agreement agree to apply the same changes to the September 25, 1964 Agreement as implemented by the major Carriers as a result of National Negotiations during 1992 between the major Carriers and the I.A.M.&A.W., except as follows:

A forum for before-the-fact arbitration will not be established unless requested by either party following a notable increase in such disputes. Unless and until such forum is established,

the present method of handling subcontracting disputes will be continued except that such disputes may, at the request of either party, be progressed to a Public Law Board on an expedited basis.

### **Rule 47 - Military Service**

Employees who enter Military Service will upon their return to service of the Carrier be given all rights due them consistent with USERRA.

### **Rule 48 – Personal Leave**

Employees will be afforded personal leave as provided for in Appendix B.

### **Rule 49 - Vacations**

It is the intent of the parties for the Vacation provisions of this agreement to be the same as those applicable on the effective date of this agreement under the nationally negotiated non-operating craft Vacation agreements. Vacations will be granted employees covered by this agreement in accordance with the revisions of the "Vacation Agreement" signed at Chicago, Illinois, December 17, 1941, as last amended effective December 11, 1981. A synthesis of that Vacation agreement is attached as Appendix A.

An employee may elect to schedule one (1) week (five days) of vacation entitlement in one-, two-, three- or four-day increments with the stipulation that:

- (a) The split vacation will be taken during the period January 1 through December 31;
- (b) Vacation day(s) discussed here may be scheduled upon no less than 48 hours advance notice from the employee to the proper Carrier officer, provided such day(s) may be taken only when consistent with the requirements of the Carrier's service;
- (c) Split-week vacation day(s) will be paid for at the regular rate of the employee's assignment; and
- (d) The total vacation allotment for each employee will be scheduled in accordance with past practices in one-week increments. Should an employee avail himself of this election, he will schedule those days in accordance with these provisions. Should any days be remaining at the time of the last one-week increment scheduled, the employee will take those days remaining during that week on consecutive days in the manner as assigned by the Carrier. The Carrier will have the right to distribute the work of any position vacated as a result of the application of this agreement.

### **Rule 50 - Health and Welfare**

The provisions of the National Health and Welfare Plan negotiated pursuant to the National Agreement of August 21, 1954, as this plan has been revised and amended up to and including the National Agreement of October 1, 2008, shall, while not reproduced herein, be applicable to the employees covered by this agreement.

### **Rule 51 - Off-Track Vehicle Insurance**

The provisions of Article IV of the Mediation Agreement dated October 7, 1971, will be extended to include the employees included in the scope of this Agreement.

It is further agreed that existing time limit on claim rules as defined herein do not apply to claims filed under this rule.

It is further agreed that the memorandum of understanding signed at Washington, D. C., May 18, 1972, will apply.

### **Rule 52 - Dues - Deduction Agreements**

That the Carrier agrees to adopt Article 40 in the Agreement between the South Carolina Public Railways Commission and its yard employees represented by the United Transportation Union effective July 2, 1973, and make same applicable to employees represented by the International Association of Machinist and Aerospace Workers. A synthesis of the rule is attached as Appendix D.

### **Rule 53 – Revision of Agreement**

The right to make agreements covering rates of pay and working conditions for the employees herein covered is retained by the parties signatory hereto. A designated representative for the Carrier and the General Chairman for the employees have authority to reach decision on any dispute, grievance, controversy, or difference of opinion, affecting this Agreement in any manner whatsoever, whether the case comes to them on appeal or otherwise. Decision so reached on any such question by mutual agreement under this rule shall be final and shall not be open to any question thereafter.

General rulings or interpretations will not be made on this Agreement except in conference held between the designated representative for the Carrier and the General Chairman representing the employees, unless representation is changed in accordance with the provisions of the Railway Labor Act.

These general and special rules and rates of pay are to remain in force until revised in accordance with the procedure required by the Railway Labor Act.



**Rule 54**

- (a) This Agreement is in full and final settlement of the notice served by the International Association of Machinists and Aerospace Workers on the date of May 22, 2008, and the notice served by the Railroad June 2, 2008.
  
- (b) No party to this Agreement shall serve, prior to November 1, 2009, (not to become effective before January 1, 2010) any notice or proposal for changing the provisions of this Agreement or which proposal for changing the provisions of this Agreement or which proposes matters covered by the notices specified in paragraph (a) above, and any proposals in pending notices relating to such subject matters are hereby withdrawn.
  
- (e) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

FOR: SOUTH CAROLINA PUBLIC RAILWAYS

FOR: INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS



Jeff M. McWhorter – President



Brian K. Orwan – General Chairman District 19

Date February 1, 2009

Date February 1, 2009

## **Appendix A - VACATION AGREEMENT**

The following represents a synthesis in one document, for the convenience of the parties, of the current vacation provisions of the December 17, 1941 National Agreement and the amendments thereto provided in the National Agreements of December 11, 1981.

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.

### **PREAMBLE**

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

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

### **ARTICLES OF AGREEMENT**

Insofar as applicable to employees covered by this agreement, the Vacation Agreement dated December 17, 1941, as amended, shall continue in effect and is further amended by the agreement of January 1, 1982, by substituting the following Article I(c) and (d) for the corresponding provisions contained in Article III of the Agreement of December 6, 1978 to read as follows:

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 often (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 1950-59 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 often (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 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 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 right 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 therefore to his employing officer a copy of such request to be furnished to his local or general chairman.

(m) (Amended, effective January 1, 1973) An employee's vacation period will not be extended by reason of any of the nine recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the nine holidays enumerated above, or the employee's birthday, or any holiday which by local agreement has been substituted therefore falling within his vacation period.

2. Canceled by agreement dated May 17, 1968.

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.

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.

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 the 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.

(Effective January 1, 1955, Article 5 amended by adding the following):

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

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

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

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

the following basis:

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

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

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

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods 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

8. (Effective September 1, 1960, Article 8 amended to read):

The vacation provided for in this agreement shall be considered to have been earned when the employee has qualified under Article I hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance 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 therefore 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.

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

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

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

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

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

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 therefore under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such

absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

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

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

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committee 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.

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 1, 1942, shall remain in full force and effect.

In Articles 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 Articles I and 2 hereof.

(Effective January 1, 1973. Article 15 amended to read:

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, or 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.

16. This agreement is subject to approval of court with respect to carriers in hands of receivers or trustees.  
SIGNED AT CHICAGO, ILLINOIS THIS 17<sup>th</sup> Day of December 1941.

(Signatures and Appendices A, B and C are not here reproduced.)

## Vacation Entitlement and Qualifications

<u>Years of Continuous Service</u>	<u>Minimum Annual Days of Compensated Service To Qualify for Vacation</u>	<u>Vacation Days Based on Preceding Years of Qualifying Service</u>
1 year	Not less than 120 days	5 days next year
2nd thru 7th year	Not less than 110 days	10 days 3rd thru 8th year
8th thru 16th year	Not less than 100 days	15 days 9th thru 17th
17th thru 24th year	Not less than 100 days	20 days 18th thru 25th
25 years	Not less than 100 days	25 days after 25th

## **Appendix B - PERSONAL LEAVE**

### Section 1

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

Employees who have met the qualifying vacation requirements during one calendar year 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 eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days 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 three 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 I 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.



# NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20035/APEA CODE: 302-652-7220

CHARLES L HOPKINS, Jr.

Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

R. T. Kelly  
Director of Labor Relations

G. F. DANIELS  
Vice Chairman

December 18, 1987

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

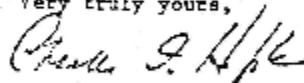
Dear Mr. Peterpaul:

During the negotiations of the Agreement of this date we discussed situations where personal leave days are taken either immediately preceding or following a holiday.

This reconfirms our understanding that the work day (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as the qualifying day for holiday purposes.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C. L. Hopkins, Jr.

Agrees  
  
John F. Peterpaul

## Appendix C - Bereavement Leave

### Rule 15 – BEREAVEMENT LEAVE

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

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

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

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

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

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

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

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

A-3: A maximum of two days.

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

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

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

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

## **Appendix D - Union Dues Deduction**

### **AGREEMENT**

Between The

**SOUTH CAROLINA PUBLIC RAILWAYS COMMISSION**

And Its Yard **Employees**

**Represented By**

**UNITED TRANSPORTATION UNION**

The following rates, rules and regulations will govern the pay and conditions of employment of yardmen. The word "Yardmen" referred to in these rules applies to yard foremen or yard conductors, helpers or switchmen and pilots.

#### ARTICLE 40

##### Cost-free Union Dues Deduction

(1) Deductions will be limited to periodic union dues, initiation fees, and assessments (not including fines and penalties) which are uniformly required as a condition of acquiring or retaining membership.

(2) No costs will be charged against the organization or the affected employees in connection with the dues deduction agreement.

(3) Appropriate written assignment form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be reexecuted and may be continued in effect subject to their terms and conditions.

(4) The dues deduction amounts may not be changed more often than once every three months.

(5) The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.

(6) The dues deduction agreement will include appropriate priorities of deductions in cases where the individual's pay check is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:

Federal, State, and Municipal taxes; premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities; other deductions required by law, such as garnishments and attachments; and amounts due the carrier by the individual.

(7) In the event there is insufficient earnings to permit the full amount of the union dues deduction, no deduction will be made.

(8) The carrier will furnish uniform alphabetical deduction lists (in triplicate) for each local unit each month. Such lists will include the employee's name, Social Security number or pay roll identification number, and the amount of union dues deducted from the pay of each employee.