

# AGREEMENT

Between

**The Texas and Pacific Railway Company  
Texas Pacific - Missouri Pacific Terminal  
Railroad of New Orleans**

and

**System Federation No. 121  
Railway Employee's Department  
AFL-CIO  
Mechanical Section Thereof:**

**Composed of:**

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

**It is understood that these rules shall apply only to those performing the work as specified in this agreement, in the Reclamation Plant and Maintenance of Equipment Department.**

**Effective  
August 1, 1969**

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## FIREMEN AND OILERS

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## **RULE 1**

### **Hours of Service, 40-Hour Week, Rest Day, Etc.**

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

#### **(a) General:**

The Carriers will establish effective September 1, 1949, for all employees, subject to the exceptions contained in Article II of the Chicago Agreement of March 19, 1949, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carriers' 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 the Chicago Agreement of March 19, 1949.

#### **(b) Five-Day Positions:**

On positions the duties of which can reasonably be met on 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) 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 under this agreement.

Assignments for regular relief positions may, on different days include different starting times, duties and work locations for employees of the same class

in the same seniority district, provided they take the starting time, duties and work locations of the employe or employes whom they are relieving.

The regular relief positions created under this paragraph (e) shall be bulletined and shall be paid the rates applicable to the position on which relief service is performed. If relief positions include relief service on two positions on one day, the straight time rate of each position shall be paid, but this does not contemplate working a relief employe through two consecutive shifts.

**(e-1) Rest Day Relief Travel Time:**

Employees regularly assigned to rest day relief service who are required to travel as a part of their assignment shall be paid travel time-as hereinafter provided:

**(e-2)** The carrier shall designate a headquarters point for each relief assignment, which shall be changed only after ten (10) days written notice to the employe affected.

**(e-3)** If the time consumed in actual travel, including time en route, from the headquarters point to the work location, together with necessary time spent waiting for the employe's shift to start, exceeds one hour and thirty minutes, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time en route, necessary to return to his headquarters point or to the next work location exceeds one hour and thirty minutes, then the excess every one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled.

**(e-4)** Where an employe is required to travel from his headquarters point to another point outside the environs of the city or town in which his headquarters point is located, the Carrier will either provide transportation without charge or reimburse the employe for such transportation cost.

("Transportation" means travel by rail, bus, or private automobile and "transportation cost" means the established passenger fare or automobile mileage allowance where automobile is used.)

**(e-5)** When such employes are unable to return to their headquarters on any day they shall be entitled, in addition to the allowances under paragraphs (e-3) and (e-4) of this Rule, to reimbursement for actual necessary cost of lodging and two

meals per day while away from headquarters, with a maximum of \$4.00 per day, i.e., the 24-hour period following the time when the employee's last shift began—but on such days they shall not be paid for any hours after their assigned hours unless actually working, or traveling to another work location. Accommodations on a sleeper may be furnished in lieu of the lodging above provided for any time spent on the sleeper will not be considered travel time.

(e-6) An employee who performs rest day relief service on an assignment covered by other travel time rules in this Agreement will be covered by such Rules while on duty in place of the relieved employee, but his travel to and from the headquarters of the relieved employee will be subject to this Rule.

(e-7) The Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of this Agreement, a minimum amount of travel and time away from home for the employees involved, and at the request of the General Chairman, the Carrier's representatives will meet to discuss questions that may be raised as to such assignments.

(e-8) It is understood that this Rule applies only to regular rest day relief assignments and does not change or modify the application of other travel time rules in this Agreement.

The reference to "private automobile" and "automobile mileage allowance" in Rule 1 does not mean that an employee may be required to own or furnish an automobile to qualify for one of these traveling relief positions.

Where arrangements are made with employee to use his automobile in traveling from one point to another on a traveling relief position, he shall be paid an allowance of 7 cents per mile for the use of his car.

#### **(f) Deviation From Monday-Friday Week:**

If in positions or work extending over a period of five days per week, an operational problem arises which the Carriers contend cannot be met under the provisions of Rule 1, Paragraph (b) above; and requires that some of such employees work Tuesday to Saturday, instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the



Carriers nevertheless put such assignments into effect, the dispute may be processed as a grievance or claim under this agreement.

### **(g) Nonconsecutive Rest Days**

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

1. All possible regular relief positions shall be established pursuant to Rule 1, Paragraph (e).

2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Rule 1.

3. Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and effort made to come to an agreement thereon.

5. If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.

6. If after all the foregoing has been done there still remains service which can only be performed by requiring employes to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.

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

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

#### **(h) Rest Days of Furloughed Employees:**

To the extent furloughed men may be utilized under this agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(i) The term "work week" for regular assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

#### **(j) Sunday Work:**

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

#### **(k) Bulletin Rule:**

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

(l) The rest days on all regular and relief positions shall be assigned and the employees shall be notified. The rest days shall be the same of each week but may be changed to meet service requirements by giving not less than five (5) days written notice to employees affected.

#### **(m) Guarantees:**

Except to the extent that the coverage of existing guarantees was extended to certain employees covered by Article II, Section 1 (e) of the March

19, 1949 Agreement, the adoption of the "shorter work week" rule in Article II, Section 1, of that agreement did not create a guarantee of any number of hours or days of work.

## RULE 2

### Shifts and Starting Times

(a) Eight hours shall constitute a days' work. All employes coming under the provisions of this agreement except as otherwise provided in this schedule of rules or as may hereafter be established between the carrier and the employes, shall be paid on the hourly basis.

(b) When one shift is employed, the starting time shall be not earlier than 7:00 A.M. nor later than 8:00 A.M. The time and length of the meal period shall be arranged by mutual understanding.

(c) Where two shifts are employed, the starting time of the first shift shall be governed by paragraph (b) and the second shift will start not later than 8:00 P.M. The spread of the second shift to consist of eight (8) consecutive hours including allowance of twenty (20) minutes for lunch within the limit of the fifth hour for running repair forces only.

(d) Where three shifts are employed, the starting time of the first shift will be not earlier than 7:00 A.M. nor later than 8:00 A.M. and the starting time of the other shifts to be regulated accordingly. Each shift shall consist of eight consecutive hours including an allowance of twenty (20) minutes for lunch within the limit of the fifth hour.

(e) The time established for commencing and quitting work for all men on each shift shall be the same at the respective points unless otherwise agreed to by local officers and local committee subject to approval of management and general committee, but where three shifts are worked by running repair forces and two shifts by back shop forces, the quitting time of the first shift and the commencing and quitting time of the second shift of back shop forces will be governed by provisions of paragraph (c).

EXCEPTION: It is agreed that three (3) eight (8) hour shifts may be established under the provisions of paragraph (d) for the employes necessary to the continuous operation of power houses, millwright gangs, shop order work, heat treating plants, train yard, running repair and inspection forces,

without extending the provisions of paragraph (d) to the balance of the shop forces.

### **RULE 3**

#### **Overtime and Calls, Rest Day and Holiday Service.**

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

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

(d) Service performed on the following legal holidays, namely, New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or Proclamation shall be considered the holiday), shall be paid for at the rate of time and one-half.

**NOTE:** On Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, Mardi Gras and Good Friday shall be considered holidays instead of Washington's Birthday and Decoration Day.

(e) For continuous service after regular working hours, employes will be paid time and one-half on the actual minute basis with a minimum of one hour for any such service performed. Employes shall not be required to work more than two 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.

(f) Employes called or required to report for work and reporting will be allowed a minimum of four (4) hours for two hours and forty minutes or less.

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

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

(i) Except as otherwise provided for in this rule, all overtime beyond sixteen hours of service in any twenty-four hour period, computed from starting time of employees' regular shift, shall be paid for at rate of double time.

(j) 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.

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

(l) Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally.

(m) An employee changed from one shift to another will be paid overtime rates for the first shift of each change. An employee working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employee involved, or in the exercise of his seniority.

Relief assignments consisting of different shifts will be kept to a minimum consistent with creating regular relief jobs and avoiding unnecessary travel for relief men. Such assignments will be excepted from the requirements of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

(n) Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph (g) of Rule 1.

(o) 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 week, except where such work is performed by an employe due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph (g) of Section 2 of Rule 1.

(p) 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 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computation leading to overtime.

#### **RULE 4**

##### **Lunch Period**

(a) Employes 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.

(b) This does not apply where employes are allowed the twenty (20) minutes for lunch without deductions therefor.

#### **RULE 5**

##### **Temporary Vacancies Away from Shops**

(a) Employes 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. If on arrival at the outlying point there is an opportunity to go to bed for five hours or more before starting work, time will not be allowed for such hours.

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

(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, straight time for waiting or traveling will be allowed up to the time of arrival at the home point.

## **RULE 6**

### **Emergency Service, Road Work**

(a) An employe regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency road work away from such shop, engine house, repair track, or inspection point, will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station and straight time rate for all time waiting or traveling.

(b) If during the time on road a man is relieved from duty for five (5) hours or more, such relief time will not be paid for provided that in no case shall he be paid for less than the eight (8) hours constituting his regular assignment at the home station when such irregular service prevents the employe from making his regular daily hours at home station. Where meals and lodging are not provided by the company, actual necessary expenses will be allowed.

(c) Employes will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

(d) If required to leave home station during overtime hours, they will be allowed one hour preparatory time at straight time rate.

(e) Wrecking service employes will be paid under this rule, except that all time working, waiting or traveling on rest days and holidays will be paid for at rate of time and one-half, and all time working, waiting or traveling on week days after the recognized straight time hours at home station will also be paid for at rate of time and one-half.

## **RULE 7**

### **Overtime Regular Assigned Road Work, Hourly Basis**

(a) Employes regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (a boarding car to

be considered a home station), shall be paid continuous time from the time of leaving the home station to the time they return whether working, waiting, or traveling, exclusive of the meal period as follows:

(b) Straight time for all straight time hours and overtime for all overtime hours at home station. The starting time to be not earlier than 6:00 A.M. nor later than 8:00 A.M. Where two or more shifts are worked the starting time of each shift will be regulated accordingly.

## **RULE 8**

### **Overtime Regularly Assigned Road Work, Monthly Basis**

(a) Employees regularly assigned to perform road work and paid on a monthly basis, shall be paid not less than the minimum hourly rate established for the corresponding class of employees coming under the provisions of this schedule on the basis of 313 eight-hour days per calendar year. The monthly salary shall be calculated on the basis of  $211\frac{2}{3}$  hours per month. No overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand no time is to be deducted unless the employee lays off on his own accord.

(b) The regularly assigned road men under the provisions of this rule may be used, when at home point, to perform shop work in connection with the work of their regular assignment.

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

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

(e) Effective September 1, 1949, monthly rated employees covered by this Rule 8 shall have their work week reduced one day per week and the hours comprehended in their rates reduced by 8 hours per week or  $34\frac{2}{3}$  hours per month.

(f) Such employees shall be assigned one rest day per week, Sunday if possible. Rules applicable to other employees of same craft or class shall apply to service on such assigned rest day.



(g) Where employees now have a bulletined or assigned rest day, conditions now applicable to such bulletined or assigned rest day shall hereafter apply to the sixth day of the work week. Where employees do not now have a bulletined or assigned rest day, ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week.

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

(i) The straight time hourly rate for such employees shall be determined by dividing the monthly rate by  $211\frac{2}{3}$  hours, which is the number of hours comprehended in such rate in effect on and after September 1, 1949.

(j) Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of  $211\frac{2}{3}$  hours, which is the number of hours comprehended in the rate in effect on and after September 1, 1949.

(k) Except as specifically provided in this Rule 8, the rules and practices applicable prior to September 1, 1949, to the employees covered by Rule 7 shall continue without change.

## **RULE 9**

### **Filling Temporary Vacancies**

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

## **RULE 10**

### **Day Work Preference**

Employees serving on night shift desiring day work shall have preference when vacancies occur, according to their seniority.

## **RULE 11**

### **Bulletining Positions**

When new jobs are created or vacancies occur in the respective crafts the oldest employees in point of service shall, if sufficient ability is shown by trial (fifteen (15) days to be considered sufficient

trial), be given preference in filling such new jobs or any vacancies that may be desirable to them. All permanent vacancies or new jobs created will be bulletined. Bulletins must be posted five (5) days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman.

**NOTE:** Temporary vacancies of fifteen (15) days or more will be bulletined. Employees filling such temporary vacancies will be returned to their former positions at the expiration of temporary position.

Employees bidding in positions under this rule will not be permitted to bid on the position vacated by them when such position is first bulletined unless they have been displaced off position they bid in prior to expiration of bulletin covering position they vacated. (Memo Agreement 9-26-51.)

## **RULE 12**

### **Foremanship**

(a) Mechanics in service will be considered for promotion to positions of foremen.

(b) When vacancies occur in positions of gang foremen, men from their respective crafts will be given preference in promotion.

(c) It is the policy of the company to promote its own men, and only when competent men cannot be found in the ranks or when competent men will not accept promotions, will it be the disposition of the company to vary from this policy, management to be the judge as to competency.

(d) Should an employee be assigned temporarily to fill the place of a foreman, he will receive the established rate of the position and be governed by working conditions and rules of such position. Said positions shall be filled only by mechanics of their respective crafts in their department, except appointment of foremen supervising more than one craft, may be selected from any craft.

## **RULE 13**

### **Seniority, Transfers or Promotions**

Employees transferred from one point to another with a view of accepting a permanent transfer, will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to

which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

## **RULE 14**

### **Absence from Work**

When the requirements of the service will permit, employees on request, will be granted leave of absence for a limited time, not to exceed 90 days, 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 therefor by the proper official and General Chairman representing his craft.

## **RULE 15**

### **Absent Without Leave**

An employee desiring to remain away from service must obtain permission from the foreman to do so; but if sickness or other unavoidable causes prevent him reporting to his regular post of duty, he shall notify the foreman promptly.

## **RULE 16**

### **Faithful Service**

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

## **RULE 17**

### **Attending Court and Jury Duty**

(a) Employees when required by the Company to attend court or coroner's inquest will be paid a minimum day for each calendar day, including assigned rest days and holidays, while so assigned. Actual expenses will be allowed when away from home station. The Company will be entitled to their mileage and witness fees.

(b) (Effective January 1, 1970) 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 employe must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.

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

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

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

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

## **RULE**

### **Paying**

(a) Employes will be paid off during the regular working hours of the first shift, semi-monthly, except where existing State Laws provide a more desirable paying off condition.

(b) Where there is a shortage equal to one day's pay or more in the pay of an employe, a voucher will be issued to cover the shortage.

(c) Employes leaving the service of the Company will be furnished with a time voucher covering all time due within twenty-four (24) hours where pay certificates are issued and within sixty (60) hours at other points, or earlier when possible, exclusive of Sundays and holidays.

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

## **RULE 19**

### **Reduction of Forces**

(a) When it becomes necessary to reduce the force at any point or in any department, seniority

as per Rule 21 to govern; the employes affected to take the rate of the job to which they are assigned.

(b) Five working days' notice will be given employes affected before reduction is made and lists will be furnished to local committee. (Art. III, Agreement 6-5-62)

Rules, agreements or practices, however established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen hours such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employes involved in the force reductions no longer exists or cannot be performed. (Agreement of 8-21-54, Art. VI)

(c) In the restoration of forces, employes will be restored to service in accordance with their seniority if available within a reasonable length of time and shall be returned to their former position if possible. The local committee will be furnished with a list of employes to be restored to service. In no case shall fifteen (15) days be exceeded for return to service unless special arrangements are made with General Committee and Management.

(d) Employes laid off under this rule must leave their addresses and change in address with the local Supervisors and Committeemen.

(e) Employes restored to service will not be laid off again without the 5 working days advance notice provided in this rule, except those filling positions of regular assigned employes.

(f) In reducing the force the ratio of apprentices will be maintained.

(g) Employes laid off account reduction in force, who desire to seek employment elsewhere, will upon application, be furnished with transportation to any point desired on the system, when not contrary to National or State Laws.

(h) While forces are reduced, if men are needed at any other point on the Missouri Pacific Railroad Company, the Missouri-Illinois Railroad Company, the Union Railway Company. (Memphis), Union Terminal-St. Joseph Belt Railway Company, Texas

and Pacific Railway Company, Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, The Fort Worth Belt, Texas and New Mexico Railway Company, Abilene and Southern Railway Company, Weatherford Mineral Wells and North Western Railway Company and The Texas Short Line, such men as are laid off by reason of force reductions will be given preference to transfer with privilege of returning to home station when force is increased, such transfer to be made without expense to the company. Seniority to govern all cases.

(i) Employees transferred under this rule shall acquire seniority at the point to which transferred from the date they commence work thereat except as modified in the note below, such seniority so established shall be forfeited when released at that point for any cause unless he shall declare in writing that his seniority be made permanent and his home point seniority is relinquished. This must be done prior to being released. He will retain his service date. (Memo Agreement dated 1-9-64.)

NOTE: In the application of Rule 23, paragraph

(a) (Rule 18 (h) on the Texas and Pacific and Texas Pacific-Missouri Pacific Terminal), it is agreed that men desiring to be considered for work under provisions of the rule will be required to sign a form indicating their desire, when laid off by reason of force reduction, to transfer to other points where employment is available. Men other than those laid off on the Texas and Pacific, Texas Pacific-Missouri Pacific Terminal, The Fort Worth Belt, Texas and New Mexico Railway, Abilene and Southern Railway, Weatherford Mineral Wells and North Western Railway and The Texas Short Line may indicate on this form their desire to transfer to (a) Master Mechanic's territory only, (b) a district only (Missouri-Illinois Railroad and Union Railway to be considered as part of the Southern District, and Union Terminal-St. Joseph Belt to be considered as a part of the Western District, Missouri Pacific Railroad for purposes of applying this provision), or (c) any point on the Carriers party to this agreement.

Men laid off on the Texas and Pacific, Texas

Pacific-Missouri Pacific Terminal, The Fort Worth Belt, Texas and New Mexico Railway, Abilene and Southern Railway, Weatherford Mineral Wells and North Western Railway and The Texas Short Line may indicate on this form their desire to transfer to (a) other points on these carriers only or (b) any point on the Carriers party to this agreement. The form will show their seniority division, as well as their craft, and their seniority date with the date furloughed. They shall also declare on this form that they understand that they are required to accept employment as offered and must report within 15 days of the date notified. The form will also show that they understand that they will not be permitted to cancel or withdraw the desire expressed on the form signed within less than sixty (60) days of the date signed.

A new form may be signed however for the purpose of extending the territory in which the employe is willing to work and/or to express a willingness to accepting temporary work as well as regular assignment. The form shall also state that they understand that if the form is cancelled or withdrawn they will not be permitted to make another such request within sixty (60) days from the date the request is withdrawn, provided they are in a furlough status during this period of time.

In the event a man who signs one of the forms requesting work at other points under Rule 23 is recalled and goes into service as a regular assigned man where he holds point seniority, the last request signed shall be considered cancelled, and if he is again furloughed it will be necessary for him to submit a new request.

Employes desiring to be used for temporary service at other than the point where they hold point seniority may so indicate in a space to be provided on the form, but unless they do indicate their availability for filling temporary vacancies of less than thirty (30) days they will not be called or notified of the work available.

An employe who is working on a temporary vacancy under this agreement will be given opportunity to accept a permanent vacancy under this agreement regardless of his temporary employment.

Failure of an employe to report within 15 days under the provisions of this agreement will act to cancel his request for transfer and he will not again be permitted to exercise the opportunity afforded by Rule 23 (a) for a period of one year, unless

unable to report because of sickness of self or immediate family.

A furloughed employe, used to fill temporary vacancies of less than thirty (30) days when they are not the senior employe making application for transfer under Rule 23, will not acquire seniority by reason of such temporary service at the point where service is performed as provided in Rule 23 (b).

When two or more men are needed at the same point at the same time and men are transferred to that point under the provisions of Rule 23 as agreed on herein, their seniority standing at that point will be fixed not by the time they go to work but will establish a seniority date as of the time the first man goes to work in the order of their seniority dates at their home points. If new men are employed while a call is out such new employe will not acquire a seniority date until the expiration of 15 days after the date of the call. Rule 25 (e) on the Missouri Pacific and Rule 20 (d) on the Texas and Pacific and Texas Pacific-Missouri Pacific Terminal are modified accordingly.

Employees transferring under Rule 23 will have their vacations rescheduled to meet the needs of the service at the point to which transferred, seniority to govern in the selection of the available dates.

Men on the Texas and Pacific, Texas Pacific-Missouri Pacific Terminal, Union Terminal-St. Joseph Belt Railway, The Fort Worth Belt, Texas and New Mexico Railway, Abilene and Southern Railway, Weatherford Mineral Wells and North Western Railway and the Texas Short Line who are laid off on the effective date of this agreement will file request for transfer within thirty (30) days thereafter or all rights to transfer will cease until 120 days after the effective date of this agreement.

4. It is agreed that service rendered for any of the Carriers party to this Agreement by employes transferring will be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes.

5. Furloughed employes off of any of the above railroads will be accepted by the other regardless of age and without the requirement of submitting to a physical re-examination, unless the employe had been furloughed for more than one calendar year. (Agreement signed at St. Louis January 24, 1962.)

Employes selected for promotion who have transferred under the Memorandum of Agreement of January 24, 1962, as amended by the Memorandum



of Agreement dated January 9, 1964, making Rule 23 applicable to The Texas and Pacific, must make the election provided for in Rule 23 (b) prior to being released as mechanic to accept the promotion. (Memo Agreement of 7-11-66.)

## **RULE 20**

### **Required to Work When Shops Are Closed Down**

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 21**

### **Seniority**

(a) Seniority of employees in each craft covered by this Agreement shall be confined to the point where each is employed.

(b) Apprentices and Helpers of all classes hold seniority in craft in which employed.

(c) Separate seniority lists will be compiled as of January 1st, of each year for each craft and subdivision thereof as listed below. Seniority dates shall be considered permanently established if not protested in writing within thirty (30) days from date of posting, except typographical errors on subsequent rosters may be corrected at any time. Seniority rosters will be approved by officer in charge and Local Committee and copies will be furnished the local and General Committees.

Machinists	Machinists Machinists apprentices Machinist helpers
Boilermakers	Boilermakers Boilermaker apprentices Boilermaker helpers
Blacksmiths	Blacksmiths Blacksmith apprentices Blacksmith helpers
Sheet Metal Workers	Sheet metal workers Sheet metal worker apprentices Sheet metal worker helpers
Electrical Workers	Electricians Apprentices Electrical helpers
Carmen No. 1	Crane operators Patternmakers

Carmen No. 2	Upholsterers
Carmen No. 3	Painters
Carmen No. 4	Consolidated with No. 5
Carmen No. 5	All other carmen
Carmen No. 6	Apprentices
Carmen No. 7	Helpers
Carmen No. 8	Coach Cleaners

(d) The seniority of employes will date from time pay starts when employed.

(e) Men transferred or promoted by the Company to positions as supervisors or other official capacity on the Missouri Pacific Railroad, The Texas and Pacific Railway or a subsidiary of either of the companies will retain their point seniority unimpaired so long as the continuity of service is unbroken. (Memo Agreement dated 7-11-66.)

## RULE 22

### Assignment of Work

(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 employes 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 employes, a joint check shall be made at the request of the General Chairman 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. (Art. III, Agreement of 9-25-64.)

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

(c) 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. (Art. IV, Agreement of 9-25-64.)

(d) Mechanics of any craft may repair and inspect the air conditioning equipment of passenger train cars in transit.

(e) Helpers will work under the direction of the mechanics or apprentices whom they assist and both under the direction of the foreman. Helpers will be kept fully occupied at helper's work with a view of completing the work in a reasonable time.

(f) In compliance with the special rules included in this agreement none but mechanics and their apprentices in their respective crafts shall operate oxy-acetylene, thermit, or electric welder; where oxy-acetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to introduction of such processes, except the use of cutting torch when engaged in wrecking service. At points where there is not sufficient welding for a member of each craft at the point employed, a welder or welders of any craft may do the welding for all crafts.

(g) When performing the above work for four (4) hours or less in any one day, employees will be paid the welder's rate of pay on the hourly basis, with a minimum of one (1) hour; for more than four (4) hours in any one day, welders' rate of pay will apply for that day.

## **RULE 23**

### **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 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 employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

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

(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 employe 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 Organizations, parties 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. (Art. V, National Agreement dated 8-21-54.)

NOTE: The officer of the Carrier authorized to receive claims and grievances is the employe's Master Mechanic or Shop Superintendent.)

All conferences to be held during regular working hours without loss of time to Committeemen. Nothing herein shall be construed to prohibit the Officers of the Company and the authorized Committee representing the employees, from conferring informally, and if possible, disposing of grievances thereby.

## RULE 24

### Discipline



(a) No employe who has been in the service sixty (60) days, or more, or whose application for service has been formally approved will be disciplined without just and sufficient cause and not until first being given an investigation prior to which the employe and the duly authorized representative will be advised of the precise charge and given an opportunity to obtain the presence of witnesses, if desired. If stenographic report of the investigation is taken, the Committee shall be furnished a copy. Suspension in proper cases pending an investigation, which shall be promptly held, shall not be deemed a violation of this Rule.

(b) If it is found that an employe has been unjustly suspended or dismissed from the service, such employe shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal.

(c) 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.

(d) An employe who has been in the service of the railroad sixty (60) days shall not be dismissed for incompetency.

**NOTE:** The officer of the Carrier authorized to receive claims and grievances involving discipline is the officer administering the discipline.

## **RULE 25**

### **Committees**

The company will not discriminate against any committeemen who, from time to time, are delegated to represent other employes, and will grant them leave of absence and free transportation.

## **RULE 26**

### **Apprentices**

(a) There will be two recognized classes of apprentices, namely, regular and helper.

(b) All apprentices must be able to speak, read and write the English language and understand at least the first four rules of arithmetic. Applicants for regular apprenticeship shall be between 16 and 23 years of age.

(c) Regular apprenticeships shall consist of eight periods of 130 eight-hour days of service each, overtime excluded.

(d) Apprentices retained in the service upon completion of apprenticeship shall be paid not less than the minimum hourly rate established for journeymen mechanics of their respective crafts, and their seniority rights as a mechanic will commence at that time.

(e) Apprentices shall not work on oxy-acetylene, thermit, electric or other welding processes until they are in the last two periods of their apprenticeship.

(f) In the selection of helper apprentices, seniority will govern, and all selections will be made in conjunction with the respective shop craft committee.

(g) Helper apprentices will retain their seniority as helpers for the first period of their apprenticeship.

(h) Apprentices started at points where there are not adequate facilities for learning all branches of the trade will be transferred to points where their training may be successfully completed. Transfers of this kind will not affect the home point standing of the apprentice; neither will he be considered with forces regularly employed at point to which transferred.

(i) All apprentices must be indentured and will be furnished a duplicate copy of indenture by the Railway.

### FORM OF INDENTURE

This will certify that  
was employed as  
apprentice by the  
Railroad at

on 19  
to serve periods of a minimum of 130 days  
each.

(Title of Officer in Charge)

NOTE: The above form is to be used for all apprentices.

(j) Upon completion of apprenticeship, all apprentices will be furnished with certificate of apprenticeship duly signed by officer in charge.

(k) The ratio of apprentices in their respective crafts shall not be more than one to every five (5) mechanics.

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

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

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

(o) If within the first period an apprentice shows no aptitude for learning the trade he will not be retained as an apprentice.

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

(q) An apprentice shall not be assigned to work on night shifts. An apprentice shall not be allowed

to work overtime until the last two periods of his apprenticeship.

(r) Preference will be given to sons of employes in the selection of apprentices to the extent of at least 80 percent of the number employed.

(s) It is understood that apprentices of all crafts will serve a portion of their time in drawing room when possible.

(t) Include regular and helper apprentices in connection with the work defined in rules 39, 46, 56, 63, 72 and 81.

## **RULE 27**

### **Applicants for Employment**

Applicants for employment shall fill out necessary application blanks and employment shall be considered temporary until application has been approved. If the applicant is not notified of the disapproval of application within sixty (60) days from date thereof, application will be considered approved, except in the event of applicant giving false information, when approval may be revoked at any time.

## **RULE 28**

### **Condition of Shops, Etc.**

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

## **RULE 29**

### **Personal Injuries**

(a) Employes injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter.

(b) Proper medical attention will be given at the earliest possible moment, and when able, employe shall be permitted to return to work without signing a release pending final settlement of the case.



## **RULE 30**

### **Notices**

A place will be provided inside all shops and roundhouses where proper notices of interest confined to subject in which the management and the employes involved may be posted. Any unauthorized person removing or defacing such notices shall be subject to dismissal.

## **RULE 31**

### **Free Transportation**

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

## **RULE 32**

### **Protection of Employes**

(a) Employes will not be required to work on engines or cars outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out or attached to trains. When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs. Employes will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

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

(c) No employe will be required to work under locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, locomotives and passenger cars will be placed over a pit, if available.

## **RULE 33**

### **Condition Shops and Yards, Machines, Tools, Etc.**

The Management, with the cooperation of the employes, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

## **RULE 34**

### **Use of Company Tools and Material**

(a) No company tools or material of any kind will be employed for personal use or taken from the premises for any purpose except tools and material that are actually required, and authorized by the officer in charge, for repairs and use of Company's facilities and equipment that may be located outside of the shop confines.

(b) The use of tools provided by the Company for employes or the use of universal tools, shall not be restricted. Employes shall use the most effective tools provided by the company in performing work assigned them.

## **RULE 35**

### **Help to Be Furnished**

Sufficient helpers will be furnished to handle such work as required. When experienced helpers are on duty and available they will be used in preference to inexperienced men. Laborers may be used to fill temporary vacancies as helpers and when so used will be paid helper's rate.

## **RULE 36**

### **Miscellaneous**

Work of scrapping engines, boilers, tanks, and cars or other machinery may be performed by any class of available help under the direction of a foreman or mechanic.

## **RULE 37**

All engines will be placed under smoke jacks in round-houses, where practicable, when being fired up.

## **RULE 38**

At shops and roundhouses equipped with electricity, electric light globes and extensions will be kept in tool room available for use.

## **RULE 39**

(a) When a position is abolished, or an employe is displaced, through no fault of his own, he shall upon written application to officer in charge with

copy of the application to the local committee, be permitted to displace any junior employe on the same seniority list. All displacements made under this rule shall be without expense to the company.

(b) The exercising of seniority to displace junior employes which practice is usually termed "Rolling" or "Bumping" will not be permitted.

## **MACHINISTS' SPECIAL RULES**

### **RULE 40**

#### **Qualifications**

Any man who has served an apprenticeship or has had four (4) years experience at the machinists' trade and who by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.

### **RULE 41**

#### **Classification of Work**

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

(b) Machinists and apprentices working on hot engines shall be given reasonable length of time to cool before being assigned to perform work on cold engines.

## **RULE 42**

### **Machinist Helpers**

(a) Helpers' work shall consist of helping machinists and apprentices; operating drill presses, and bolt threaders not using facing, boring, or turning-head, or milling apparatus; wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; attending toolroom (including cleaning and oiling of tools), machinery oiling, locomotive oiling, box packing, applying and removing trailer and engine truck brasses; assisting in dismantling locomotives and engines; applying all couplings between engine and tender; locomotive tender and draft-rigging work (except when performed by carmen); buffing and polishing in connection with machinist helpers' work; operation of cutoff and power hack saws, and all other work generally recognized as helpers' work.

(b) Helpers working on hot engines shall be given reasonable length of time to cool before being assigned to perform work on cold engines.

## **RULE 43**

### **Work at Wrecks**

In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wreck foreman, and be paid on same basis as wrecker employes.

## **RULE 44**

### **Apprentices Classification of Work**

Apprentices shall be given an opportunity of learning all branches of the trade. They will serve six periods on machines and special jobs. Apprentices will not be required to work more than four (4) months on any one machine or special job. During the last year of their apprenticeship they will work on the floor.

## **RULE 45**

### **Helper Apprentices**

(a) Helpers who have had not less than two (2) consecutive years' experience as machinist helpers

at the point where employed, at the time application for apprenticeship is made, may become helper apprentices. When assigned as helper apprentices, they must not be over 35 years of age. If within the first period they do not show any aptitude for learning the trade they will not be retained as helper apprentices.

(b) Helper apprenticeships shall consist of six periods of 130 eight-hour days of service each, overtime excluded. Helper apprentices shall be governed by the same rules as govern regular apprentices.

(c) The number of helper apprentices must not at any time exceed 50 per cent of the combined number of regular and helper apprentices assigned.

(d) Helper apprentices shall receive the helper's rate for the first period with an increase of two and four-tenths (2.4) cents per hour for every period thereafter until they have served six periods.

## **RULE 46**

### **Differentials for Machinists**

(a) At points where there are ordinarily 15 or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in connection with other machinists' work and will be paid six cents (6¢) per hour above the machinists' minimum rate for performing work as classified in Rule 41-a, at the point employed.

(b) At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to Federal reports, they will be paid six cents (6¢) per hour above the machinists' minimum rate for performing work as classified in Rule 41-a, at the point employed for the days on which such inspections are made.

(c) Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid mechanics performing work as classified in Rule 41-a, at the point employed.

(d) Diemakers and toolmakers shall receive eight and four-tenths cents (8.4¢) per hour above the minimum rate paid mechanics performing work as classified in Rule 41-a at the point employed.

(e) Locomotive valve setter (classified repairs) shall receive eight and four-tenths cents (8.4¢)

per hour above the minimum rate paid mechanics performing work as classified in Rule 41-a, at the point employed.

(f) Laying out shoes and wedges (classified repairs) shall receive eight and four-tenths cents (8.4¢) per hour above the minimum rate paid mechanics performing work as classified in Rule 41-a, at the point employed.

(g) Driving axle and crank pin lathes shall receive six cents (6¢) per hour above the minimum rate paid mechanics performing work as classified in Rule 41-a, at point employed.

(h) Locomotive inspectors not required to make Federal Affidavit shall receive two and four-tenths cents (2.4¢) per hour above the minimum rate paid mechanics performing work as classified in Rule 41-a, at the point employed.

It is understood that these employes receiving differentials are assigned to the above work.

## **BOILERMAKER'S SPECIAL RULES**

### **RULE 47**

#### **Qualifications**

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

### **RULE 48**

#### **Classification of Work**

(a) Boilermakers' work shall consist of laying out, cutting apart, building or repairing boilers, tanks, and drums; inspecting, patching, riveting, chipping, caulking, flanging and all flue work; building, repairing, removing and applying steel cabs and running boards, metal headlight boards, wind sheets, engine tender tanks, steel tender frames (except such parts of steel tender frames as are necessary to be brought to car shop for repairs), pressed steel tender truck frames; building and repairing metal pilots, removing and the applying of metal pilots to metal pilot beams; laying out and fitting up of any sheet iron or sheet steel work made of 16-gauge or heavier, including fronts and

doors, grates and grate rigging, ash pans and fire pans, front end netting and diaphragm work; removing and applying all staybolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums applying and removing arch tubes; operating punches and shears for shaping and forming; pneumatic staybolt breakers, air rams and hammers, bull, jam and yoke riveters, boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housing, circles and coal buggies; I-beam, channel iron, angle iron, and T-iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxy-acetylene, thermit and electric welding on work generally recognized as boilermakers' work, and all other work generally recognized as boilermakers' work.

(b) Boilermakers and apprentices working on hot engines shall be given reasonable length of time to cool before being assigned to perform work on cold boilers.

## **RULE 49**

### **Boilermaker Helpers**

(a) Employees assigned to help boilermakers and their apprentices; operators of drill presses, staybolt, radial-stay, bolt cutters, and toolroom attendants, in boiler shop; operators of sand blasting machines in connection with boilermaker helpers' work; boiler-washers, including blowing down, filling up, and changing water in boilers in connection with boiler washing, or repairing; punch and shear operators (cutting only bar stock and scrap); holding on all staybolts and rivets (including use of air-jacks for this purpose), striking chisel bars, side sets, and backing out punches; heating rivets (except when performed by apprentices); testing flues when not in boiler, and cutting off flues to length on machines; cleaning, opening and countersinking of tell-tale holes in staybolts; brick work (including removal and cleaning), in furnaces, in boiler shop, locomotives, and stationary boilers; assisting boilermaker or apprentices in dismantling locomotives and stationary boilers for repairs; and all other work properly recognized as boilermaker helper's work.

(b) Boilermaker Helpers working on hot engines shall be given reasonable length of time to cool before being assigned to perform work on cold boilers.

## **RULE 50**

### **Special Services**

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

(b) Boiler Inspectors — staybolt inspectors will be assigned to all points where monthly staybolt and boiler inspection of 15 or more engines are required. When such employes have no inspection work to perform, they may be assigned to other boilermaker's work.

## **RULE 51**

### **Protection for Employes**

(a) Boilermakers, apprentices and helpers will not be required to work on boilers or tanks while electric or other welding processes are in use or when tires are being heated unless proper protection is provided.

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

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

(d) When it is necessary to renew, remove or replace flue, door, side, or crown sheets by means of oxy-acetylene or other cutting or welding processes, such portion of the fire or ash pan, rings 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.

(e) Boilers will have steam blown off and be sufficiently cool before boilermakers or apprentices are required to work in them; blowers will be furnished when possible to do so.

(f) No tapping or reaming will be done in fireboxes when the same is near enough to endanger the men working on inside of firebox. A space of ten rows of staybolts will be considered sufficient,



it being understood that the helper will protect the man with a sleeve or the tap or reamer when tapping or reaming is being done.

(g) Boilermakers engaged on running repair work will be furnished a helper when necessary or when it is essential for personal safety.

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

## **RULE 52**

### **Operation of Long Stroke Hammer**

(a) Two boilermakers, or one boilermaker and a competent apprentice with at least one (1) year's experience, will be used to operate long stroke hammer when driving staybolts or rivets  $\frac{3}{4}$ " in diameter or larger or in expanding flues or tubes.

(b) When rolling or expanding superheater flues, two boilermakers or one boilermaker and a competent apprentice with at least one (1) year's experience will be used.

(c) Employes will not be required to doublegun rivets unless suitable protection is provided; air jack not to be considered double gunning.

## **RULE 53**

### **Helper Apprentices**

(a) Fifty percent of the apprentices may consist of boilermaker helpers who have had not less than two (2) consecutive years experience as boilermaker helpers at the point where employed at the time application for apprenticeship is made.

(b) They shall not be over 35 years of age. Helper apprenticeship shall consist of six periods of 130 eight-hour days of service each, overtime excluded.

(c) Helper apprentices shall be governed by the same rules as regular apprentices.

(d) If within the first period they show no aptitude for learning the trade they will not be retained as helper apprentices.

(e) They shall receive the helpers' rate for the first period, with an increase of two and four-tenths cents (2.4¢) per hour for every period thereafter until they have served their apprenticeship.

## **RULE 54**

### **Schedule of Work — Regular Apprentices**

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

- ½ Period Heating rivets and helping boiler-makers.
- 1 Period Tank repairing and sheet-iron work.
- 1 Period Rolling flues and ash pan work.
- 1 Period Staybolts and setting flues.
- 2½ Periods General Boiler Work.
- 1 Period Electric or oxy-acetylene welding.
- 1 Period Laying out and flanging. Helper apprentices will start on the third period's classification of work.

## **RULE 55**

### **Differentials**

(a) Boiler inspectors, flangers and fitters-up shall be paid six cents (6¢) per hour, autogenous welders eight and four-tenths cents (8.4¢) per hour, and layers-out twelve cents (12¢) per hour above the minimum rate paid boilermakers performing work as classified in Rule 48-a, at the point employed.

(b) At points or on shifts where no inspector is assigned and boilermakers are required to inspect boilers, they will be paid six cents (6¢) per hour above the rate paid boilermakers performing work as classified in Rule 48-a, at the point employed for the days on which such inspections are made.

## **RULE 56**

### **Differential for Boilermaker Helpers**

(a) Helpers on flange fires will be paid seven and two-tenths cents (7.2¢) per hour above the regular rate paid helpers at the point employed. Helpers on flange fires will be given ample time to dry off when required to go outside of shops during cold weather.

(b) Helpers assigned as flue machine operators cutting off flues to length and scarfing safe-ends will be paid seven and two-tenths cents (7.2¢) per hour above the regular rate paid helpers at point employed.

(c) Helpers assigned to building and repairing of brickwork in locomotive furnaces will be paid seven and two-tenths cents (7.2¢) per hour above the regular rate paid helpers at the point employed.

## **BLACKSMITHS' SPECIAL RULES**

### **RULE 57**

#### **Qualifications**

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

### **RULE 58**

#### **Classification of Work**

(a) Blacksmith's work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing and tempering, spring making, tempering and repairing; potashing, case and bichloride hardening; flue welding under blacksmith foreman, operating furnaces (except car furnace in blacksmith shop), bolt machine and bull dozers, forging machines, drop forging machines, and Bradley hammers; all welding or building up of frogs, switch points, cross overs, puzzle switches and low rail joints (in shops), hammersmiths, drop hammermen, trimmers, rolling mill operators; operating punch and shears doing shaping and forming in connection with blacksmiths' work, oxy-acetylene, thermit and electric welding on work generally recognized as blacksmiths' work and all other work generally recognized as blacksmiths' work.

(b) The pay of any mechanic receiving a differential rate shall not be reduced when an apprentice is temporarily placed on his position.

### **RULE 59**

#### **Blacksmith Helpers**

Helpers' work shall consist of helping blacksmiths and apprentices, operating steam hammers, punches and shears (cutting only bar stock and scrap), drill presses and bolt cutters, straightening old bolts and rods, cold; building fires; lighting furnaces and operating car furnaces in blacksmith

shop, and all other work properly recognized as blacksmith helpers' work.

## **RULE 60**

### **Helper Apprentices**

(a) Fifty percent of the apprentices may consist of helpers who have had not less than two (2) consecutive years experience in shop on the division where advanced. Apprentices selected from helpers shall not be over 35 years of age. Helper apprenticeship shall consist of six periods of 130 eight-hour days of service each, overtime excluded. When started as an apprentice they shall receive the helpers' rate of pay for the first period, and two and four-tenths cents (2.4¢) per hour increase for each succeeding period, while serving their apprenticeship. Helper apprentices shall be governed by the same rules as regular apprentices. If within the first period they show no aptitude to learn the trade they will not be retained as helper apprentices.

(b) Apprentices shall be given an opportunity to learn all branches of the trade and will not be kept on any one class of work longer than one period.

## **RULE 61**

### **Fuel To Be Furnished**

Fuel suitable for smithing purposes will be furnished whenever possible.

## **RULE 62**

### **Hammer Drivers**

Competent steam-hammer drivers will be furnished.

## **RULE 63**

### **Differentials for Blacksmiths and Helpers**

(a) Hammersmiths assigned to 6,000 lb. steam hammer will be paid twenty-seven and six-tenths cents (27.6¢) per hour above the minimum rate paid blacksmiths performing work as classified in Rule 58-a, at the point employed.

(b) Blacksmiths working material 6 inches in diameter, its equivalent or over, will be paid twelve cents (12¢) per hour above the minimum rate paid blacksmiths performing work as classified in Rule 58-a, at the point employed.

(c) Blacksmiths working material 4 inches in diameter, its equivalent or over, will be paid eight and four-tenths cents (8.4¢) per hour above the minimum rate paid blacksmiths performing work as classified in Rule 58-a, at the point employed.

(d) Blacksmiths assigned to forging, tempering and repairing tools will be paid six cents (6¢) per hour above the minimum rate paid blacksmiths performing work as classified in Rule 58-a, at the point employed.

(e) Blacksmiths assigned to forging of link and valve motion parts will be paid three and six-tenths cents (3.6¢) per hour above the minimum rate paid blacksmiths performing work as classified in Rule 58-a, at the point employed.

(f) Autogenous welders will be paid six cents (6¢) per hour above the minimum rate paid blacksmiths performing work as classified in Rule 58-a, at the point employed.

(g) Heaters on heavy fires will be paid thirteen and two-tenths cents (13.2¢) per hour above the minimum rate paid helpers at the point employed.

(h) Steam hammer operators assigned to 6,000 pound steam hammer will be paid nine and six-tenths cents (9.6¢) per hour above the minimum rate paid helpers at the point employed.

(i) Hammer operators and helpers working with hammersmiths and/or heavy fire blacksmiths will be paid seven and two-tenths cents (7.2¢) per hour above the minimum rate paid helpers at the point employed.

(j) Blacksmith helpers required to prepare furnaces or build fires on their own time will be allowed thirty (30) minutes pay for each fire built or furnace prepared.

## **SHEET METAL WORKERS' SPECIAL RULES**

### **RULE 64**

#### **Qualifications**

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

## **RULE 65**

### **Classification of Work**

Sheet metal workers work shall consist of tinning, coppersmithing and pipefitting in shops, yards, buildings and on passenger coaches and engines of all kinds; the building, erecting, assembling, installing, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, plainshed, pickled and galvanized iron of 10-gauge and lighter, including brazing, soldering, tinning, leading and babbitting; the bending, fitting, cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes; the operation of babbitt fires; oxy-acetylene, thermit, and electric welding on work generally recognized as sheet metal workers' work, and all other work generally recognized as sheet metal workers' work.

## **RULE 66**

### **Sheet Metal Workers Helpers**

Employees regularly assigned as helpers to assist sheet metal workers and apprentices in their various classifications of work; operation of babbitt fires and babbitting car and truck journal bearings at Marshall Shop, shall be known as sheet metal worker helpers.

## **RULE 67**

### **Protection for Employees**

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

## **RULE 68**

### **Road Work**

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

## **RULE 69**

### **Miscellaneous**

Sheet metal workers will not be assigned to work not applicable to them, except in emergency cases.

## **RULE 70**

### **Helper Apprentices**

Fifty per cent of the apprentices may be selected from helpers of the craft who have had not less than two (2) consecutive years experience as sheet-metal worker helpers at the point where employed, and shall not be over 35 years of age. Helper apprenticeship shall consist of six periods of 130 eight-hour days of service each, overtime excluded. Helper apprentices will receive the helpers' rate for the first period, with an increase of two and four-tenths cents (2.4¢) per hour for every period thereafter until they have served six periods. If within the first period they show no aptitude to learn the trade they will not be retained as helper apprentices.

## **RULE 71**

### **Apprentice Schedule of Work**

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

One Period	Helping.
One Period	Light pipe work.
Two Periods	Tinning, babbitting and brazing, laying out and forming.
Two Periods	Engine and car work.
Two Periods	General work, including one-half period of experience with the oxy-acetylene torch and one-half period in electric welding.

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

## **RULE 72**

### **Differentials for Sheet Metal Workers**

(a) Coppersmiths competent to lay-out and responsible for accuracy of work; forming and fitting parts made of brass, copper and other materials; brazing and annealing copper pipes for all classes of equipment and facilities will be paid eight and four-tenths cents (8.4¢) per hour above the minimum rate paid sheet metal workers performing work as classified in Rule 65, at the point employed.

(b) Autogenous Welders will be paid six cents (6¢) per hour above the minimum rate paid sheet metal workers performing work as classified in Rule 65, at the point employed.

# **ELECTRICAL WORKERS' SPECIAL RULES**

## **RULE 73**

### **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 will be rated as an electrical worker.

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

## **RULE 74**

### **Classification of Work**

Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switchboards, meters, motors, and controls, rheostats and controls; motor generators; electric headlights, and headlight generators; electric welding machines; storage batteries, axle lighting equipment, electric clocks and lighting fixtures, winding armatures, fields, magnet coils, rotors, motors, transformers and starting compensators; cables, cable splicing, inside and outside wiring at shops and all conduit work in connection therewith, including steam and electric locomotives, passenger trains, motor cars, electric tractors and trucks; motor attendants, and all other work generally recognized as electrician's work.

## **RULE 75**

### **Differentials**

(a) Electricians assigned to winding armatures, fields, rotors, starters, transformers, and starting compensators, will receive six cents (6¢) per hour above the minimum rate paid electricians.

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

## **RULE 76**

### **Classification of Cranemen**

Cranemen assigned to operate overhead traveling cranes, including cleaning and lubricating, shall receive \$1.779 per hour for operating cranes under 40 tons; over 40 tons \$1.803 per hour.



## **RULE 77**

### **Electrical Worker Helpers**

Employees regularly assigned as helpers to assist electrical workers and apprentices, including electric lamp trimmers; also to perform such battery work as may be agreed upon locally as being helpers' work; operating of portable cranes 15 tons and under; oiling and greasing of motors and generators; and all other work generally recognized as electrical worker helpers' work.

## **RULE 78**

### **Helper Apprentices**

Fifty percent of the apprentices may consist of electrician helpers who have had two (2) consecutive years service at the point where employed. When assigned as helper apprentices, they must not be over 35 years of age. Helper apprenticeship shall consist of six periods of 130 eight-hour days of service each, overtime excluded.

## **RULE 79**

### **Regular Apprentice Schedule of Work**

It being understood that the following schedule is intended as a guide and will be complied with so far as possible:

- |           |                            |
|-----------|----------------------------|
| 1 Period  | Electrical repairing.      |
| 1 Period  | Locomotive headlight work. |
| 1 Period  | Car lighting department.   |
| 2 Periods | Armature winding.          |
| 2 Periods | Air conditioning.          |
| 1 Period  | General electrical work.   |

Helper apprentices will serve one period on each classification of regular apprentices schedule.

## **RULE 80**

### **Helper Apprentices Schedule of Work**

Helper apprentices will receive the helpers' rate for the first period, with an increase of two and four-tenths cents (2.4¢) per hour for every period thereafter until their apprenticeship is completed. If within the first period they show no aptitude for learning the trade they will not be retained as helper apprentices.

## **RULE 81**

### **Miscellaneous**

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

## **CARMEN'S SPECIAL RULES**

### **RULE 82**

#### **Qualifications**

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

### **RULE 83**

#### **Classification of Work**

Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars), painting, upholstering and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops and yards, except work generally recognized as bridge and building department work; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing and removing and applying wooden locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards; tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; painting with brushes and spraying paint on passenger cars and locomotives; varnishing, surfacing, decorating, lettering, cutting of stencil, removing paint on passenger cars and locomotives, and all other work generally recognized as painter's work under the supervision of the locomotive and car departments, (except the application of blacking to fire and smoke boxes of locomotives in engine houses); joint car inspectors, car inspectors, safety appliances and train car repairers, electro plating; oxy-acetylene, thermit and electric welding on work generally recognized as carmen's work, and all other work generally recognized as carmen's work.

## **RULE 84**

### **Carmen Helpers**

Employees regularly assigned to help carmen and apprentices, employees engaged in washing and scrubbing the inside and outside of passenger cars preparatory to painting, removing of paint on other than passenger cars and locomotives preparatory to painting; car oilers and packers; the supplying of material to carmen at cars, either directly from the store department or from platforms, bins, containers, or stock piles, located outside store department proper; operators of bolt threaders, nut tappers, drill press, and punch and shear operators (cutting only bar stock and scrap); holding on rivets, striking chisel bars, side sets, and backing-out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars; rebrassing of cars in connection with oiler's duties, cleaning journals; repairing steam and air hose, assisting carmen in erecting scaffolds; spraying of paint on freight cars (except finishing interior of cabooses and outfit cars); operating sand blast machines in connection with carmen helpers' work, and all other work generally recognized as carmen helpers' work.

## **RULE 85**

### **Coach Cleaners**

Coach cleaners to be included in this agreement, and will receive overtime as provided herein. Coach cleaners at outlying points may be worked eight (8) hours within a period of ten (10) consecutive hours. They may be assigned to any other unskilled work during their eight (8) hour period of service.

## **RULE 86**

### **Wrecking Crews**

(a) Regularly assigned wrecking crews, (including engineer) will be composed of carmen. At Toyah, Texas, when sufficient carmen are not available, other classes of employees may be used as members of the wrecking crew. Wrecking crews will be paid for such service under terms of Rule 6-e.

(b) Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

(c) When needed, employees of other classes covered by this agreement may be taken as additional

members of wrecking crews to perform duties consistent with their classification.

(d) When wrecking outfits are called for wrecks or derailments outside of yard limits, the regularly assigned crew, when available, will accompany the outfit. When wrecking crews are called for wrecks or derailments within yard limits, a sufficient number of the regular assigned crew will be called to perform the work.

## **RULE 87**

### **Inspectors**

Men assigned to inspecting must be able to speak and write the English language and have a fair knowledge of the A.A.R. (Association of American Railroads) rules and safety appliance laws.

## **RULE 88**

### **Protection of Employees**

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

(b) 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 man placing same.

## **RULE 89**

### **One Man Point**

A "One Man" point is an outlying point where there is employed one carman, day, and one night, or where there is only one carman employed. Car-men stationed at one-man points shall be paid by the hour and under the rules governing running repair forces, except that the (8) hours constituting a day's work may be worked within a spread of twelve (12) consecutive hours.

## **RULE 90**

### **Miscellaneous**

Crayons, soapstones, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not

claw hammers), reamers, drills, taps, dies, lettering and striping pencils and brushes will be furnished by the company.

## **RULE 91**

### **Help Used in Road Work**

When necessary to repair cars on the road or away from the shops, carmen, and helper when necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timber, arch bars, center pins, putting cars on center, truss rods and wheels, and work of similar character.

## **RULE 92**

### **Condition Shops and Yards**

Shops, repair yards, and train yards, where carmen are employed, shall be kept clean of all rubbish.

## **RULE 93**

### **Apprentices**

Regular apprentices will be established in all branches of the trade. Apprentices shall be governed by the general rules governing apprentices. They will be given an opportunity to learn the trade and will work with a mechanic for the first four periods of their apprenticeship.

## **RULE 94**

### **Helper Apprentices**

Fifty per cent of the apprentices may be selected from carmen's helpers who have had not less than two (2) consecutive years' experience at the point employed at the time application for apprenticeship is made. Helper apprentices shall not be over 35 years of age. Helper apprenticeship shall consist of six periods of 130 eight-hour days of service each, overtime excluded. Helper apprentices shall be governed by the same rules as regular apprentices. Helper apprentices shall receive the helpers' rate for the first period, with an increase of two and four-tenths cents (2.4¢) per hour each succeeding period, until they have served six periods. If within the first period they do not show an aptitude for learning the trade they will not be retained as helper apprentices.

## **RULE 95**

### **Painter Apprentices**

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

- |    |         |   |
|----|---------|---|
| 1½ | Periods | Color work, mixing paint.   |
| 1½ | Periods | General locomotive painting.  |
| 2  | Periods | Brush work, passenger equipment.  |
| 3  | Periods | Lettering, striping, varnishing, and such laying out and designing as the shop affords. |

## **RULE 96**

### **Schedule of Work**

#### **Painter Helper Apprentices**

Helper apprentices — Division of time for painter apprentices. The following schedule for helper apprentices, painter, showing the division of time of the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit.

- |    |         |   |
|----|---------|---|
| 1  | Period  | Color room, mixing paint.   |
| 1  | Period  | General locomotive painting.  |
| 1½ | Periods | Brush work, passenger equipment.  |
| 2½ | Periods | Lettering, striping, varnishing, and such laying out and designing as the shop affords. |

## **RULE 97**

### **Schedule of Work**

#### **Regular Apprentices Carmen**

The following schedule for regular apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as the conditions will permit. Where sufficient passenger car department work is not available without exceeding the regular ratio of apprentices in the passenger car department, apprentices will complete their apprenticeship in the freight car department.

- |   |         |                                       |
|---|---------|---------------------------------------|
| 3 | Periods | General freight work, wood and steel. |
| 1 | Period  | Air brake work.                       |
| 1 | Period  | Mill Machine work.                    |
| 3 | Periods | General Coach work, wood and steel.   |

## **RULE 98**

### **Schedule of Work Helper Apprentices, Carmen**

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

- |   |         |                                       |
|---|---------|---------------------------------------|
| 2 | Periods | General freight work, wood and steel. |
| 1 | Period  | Air brake work.                       |
| 1 | Period  | Mill machine work.                    |
| 2 | Periods | General coach work, wood and steel.   |

## **RULE 99**

### **Differentials for Carmen**

(a) Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid carmen performing work as classified in Rule 83, at point employed.

(b) Employees engaged in lettering, striping and cutting of stencils shall be paid six cents (6¢) per hour above the rate of \$1.963 established for the class of work performed.

(c) Patternmakers shall be paid eight and four-tenths cents (8.4¢) per hour above the rate of \$1.963 established for the class of work performed.

## **RULE 100**

### **Copy of Agreement Furnished**

The Railway Company will have printed in book form, copies of this agreement and furnish a copy to each employe affected.

## **RULE 101**

### **Terminating Rule**

(a) Except as provided for in the special rules of each craft, the general rules shall govern in all cases.

(b) Any omission herein of agreements or agreed to understandings which have not been superseded or cancelled will not serve to cancel or affect the application of such omitted agreements or understandings. Any errors or omissions in the reproduction of National Agreements or memorandum agreements will not change the original agreement.

(c) This agreement shall become effective August 1, 1969, and shall continue in effect until changed in accordance with the provisions of the Railway Labor Act.

For the Carriers:

THE TEXAS AND PACIFIC RAILWAY  
COMPANY

TEXAS PACIFIC-MISSOURI PACIFIC  
TERMINAL RAILROAD OF NEW ORLEANS

/s/ O. B. Sayers  
Director of Labor Relations

For the Employes:

SYSTEM FEDERATION NO. 121, RAILWAY  
EMPLOYES' DEPARTMENT, AFL-CIO,  
MECHANICAL SECTION THEREOF:

/s/ J. D. Hixson  
General Chairman, I.A.ofM.

/s/ J. L. Waldrop  
General Chairman, B.R.C.ofA.

/s/ J. B. Carpenter  
General Chairman, I.B.ofB.I.S.B&H.ofA.

/s/ E. A. Winter  
General Chairman, I.B.ofE.W.

/s/ R. G. Moorhead  
General Chairman, S.M.W.I.A.

/s/ J. L. Waldrop  
Secretary and Treasurer  
System Federation No. 121

/s/ E. A. Winter  
President  
System Federation No. 121

St. Louis, Missouri  
July 17, 1969  
360-926-16



# **RULE 102**

**Rates In Effect Dec. 31, 1968**

<b>Classification</b>		<b>Rate Per Hour</b>
Autogenous Welders	Except freight carmen and boilermakers .....	\$3.6594
Autogenous Welders	Freight carmen .....	3.5695
Machinists	Journeymen .....	3.5994
Machinists	Locomotive inspectors (not required to make affidavit) as classified in Rule 46 .....	3.6234
Machinists	Locomotive inspectors (Federal), driving axle, and crank pin latheman, as classified in Rule 46 .....	3.6594
Machinists	Die - makers, tool - makers, valve setters and machinists assigned to laying out shoes and wedges, as classified in Rule 46 .....	3.6834
Machinist Helpers	.....	2.9771
First Year	.....	2.9103
Boilermakers	Journeymen .....	3.5585
Boilermakers	Inspectors (Federal), Flangers and Fitters-up, as classified in Rule 55 .....	3.6185
Boilermakers	Autogenous welders as classified in Rule 55 .....	3.6425
Boilermakers	Layers-out as classified in Rule 55 .....	3.6785
Boilermaker Helper	.....	2.9771
First Year	.....	2.9103
Boilermaker Helpers	Assigned to flange fire .....	3.0491
Blacksmiths	Journeymen .....	3.5585
Blacksmiths	Assigned to forging of link and valve motion parts .....	3.5945
Blacksmiths	Highly skilled heavy forging on second fire in car department Blacksmith Shop at Marshall, and in the Blacksmith Shop at Big Spring ...	3.6185

Classification		Rate Per Hour
Blacksmiths	Forging, tempering and repairing tools and second fire locomotive work, Marshall Shop .....	3.6185
Blacksmiths	Heavy fire .....	3.6425
Blacksmiths	Hammersmith .....	3.6785
Blacksmiths	Hammersmith on 6,000 pound steam hammer, Marshall Shop .....	3.8345
Blacksmith Helpers	Hammer operator on 6,000 pound steam hammer, Marshall .....	3.0731
Blacksmith Helpers	.....	2.9771
First Year	.....	2.9103
Blacksmith Helpers	Steam hammer operators and helpers on heavy fires....	3.0491
Sheet Metal Workers	Journeymen .....	3.5994
Sheet Metal Workers	Classified in Rule 72 .....	3.6834
Sheet Metal Worker Helpers	.....	2.9771
First Year	.....	2.9103
Electricians	Journeymen .....	3.5994
Electricians	Qualified and assigned to wind armatures, fields, rotors, starters, transformers and starting compensators..	3.6594
Electrician Helpers	.....	2.9771
First Year	.....	2.9103
Cranemen	Under 40-ton crane .....	3.4964
Cranemen	Over 40-ton crane .....	3.5270
Carmen	Inspectors, air brakemen, freight car builders, and repairers .....	3.5095
Carmen	Airbrakemen, rackmen, coach builders and repairmen, cabinet makers, millmen, upholsterers, pilot maker and locomotive carpenters .....	3.5585

Classification	Rate Per Hour
Electro Platers .....	3.5994
Carmen      Pattern makers .....	3.6467
Carmen Helpers .....	2.9771
First Year .....	2.9103
Painters      Freight car .....	3.5095
Painters      Locomotive and passenger car .....	3.5585
Painters      Letterers and stripers, coach and locomotive and cutting stencils as per Rule 99 .....	3.6185
Painter Helpers .....	2.9771
First Year .....	2.9103
Coach Cleaners .....	2.7099

### APPRENTICES

#### Machinists, Electricians and Sheet Metal Workers

130 Day Period	Regular	Helper
First .....	\$2.6098	\$2.9771
Second .....	2.6364	3.0011
Third .....	2.6766	3.0251
Fourth .....	2.7166	3.0491
Fifth .....	2.7433	3.0731
Sixth .....	2.7833	3.0971
Seventh .....	2.8635	
Eighth .....	2.9703	

#### Boilermakers, Blacksmiths and Carmen

130 Day Period	Regular	Helper
First .....	\$2.7099	\$2.9771
Second .....	2.7366	3.0011
Third .....	2.7767	3.0251
Fourth .....	2.8167	3.0491
Fifth .....	2.8435	3.0731
Sixth .....	2.8835	3.0971
Seventh .....	2.9636	
Eighth .....	3.0705	

# **AGREEMENT**

**Between**

**The Texas and Pacific Railway Company**

**and**

**Texas Pacific-Missouri Pacific  
Terminal Railroad of New Orleans**

**and**

**System Federation No. 121 of the  
Railway Employees' Department of the  
AFL-CIO**

**in behalf of**

**INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS,  
ROUNDHOUSE AND RAILWAY SHOP LABORERS of THE RAILWAY  
EMPLOYES' DEPARTMENT OF AFL-CIO**

**establishing**

**RULES, RATES OF PAY AND WORKING CONDITIONS**

**for**

**POWER HOUSE EMPLOYES AND RAILWAY SHOP LABORERS**

**represented by**

**THE INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS,  
ROUNDHOUSE AND RAILWAY SHOP LABORERS THROUGH  
THE RAILWAY EMPLOYES' DEPARTMENT OF THE AMERICAN  
FEDERATION OF LABOR AND SYSTEM FEDERATION NO. 121  
THEREOF.**

**It is understood that these rules shall apply only to those performing  
the work as specified in this agreement in the Maintenance of Equip-  
ment Department; and Stationary Engineers in charge, Fort Worth  
Passenger and Freight Station Power Plants.**

**Effective August 1, 1969**

## **P-R-E-A-M-B-L-E**

These rules are based upon the obligation of the officers, and employes of The Texas and Pacific Railway Company and the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans to render honest, efficient and economical service to the railway serving the public.

## RULE 1

**SCOPE.** These rules shall govern the hours of service and working conditions of the classes of employes shown below, working in and about shops, and roundhouses; and Stationary Engineers in charge, Fort Worth Passenger and Freight Station Power plants.

- Class 'A'
  1. Engineers in charge
  2. Stationary Engineers
  3. Stationary Firemen
  4. Oil Pumpers
- Class 'B'
  1. Lead Laborer
  2. Laborers, Roundhouse
  3. Laborers, Car Department
  4. Laborers, Shop Yards
  5. Laborers, Coal Chute
  6. Laborers, Cinder Pit
  7. Locomotive Supply Men
  8. Lubricator Fillers
  9. Lye Vat Attendants
  10. Operators of Motor Trucks and Tractors
  11. Operators of Truck Cranes
  12. Transfer and Turntable Operators
  13. Engine Watchmen
  14. Engine Wipers
  15. Fire Builders
  16. Fire Knockers
  17. Flue Blowers
  18. Sand Dryers
  19. Inside Hostler Helpers
  20. Coal Chute Operators

and all work generally recognized on The Texas and Pacific Railway Company and the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans as work belonging to the employes covered by this agreement.

## RULE 2

### SECTION 1

**HOURS OF SERVICE.** (a) Except as otherwise provided, eight (8) hours shall constitute a day's work. All employes coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be established between the carrier and the employes, shall be paid on the hourly basis.

(b) At shop points when one shift is employed, the starting time shall be not earlier than 7 o'clock nor later than 8 o'clock. The time and length of meal period shall be arranged by mutual understanding.

(c) Where two shifts are employed, the starting time of the first shift shall be governed by Paragraph (b), and the second shift will start immediately following the close of the first shift, or not later than 8:00 P.M. The spread of the second shift to consist of eight (8) consecutive hours including allowance of twenty (20) minutes for lunch within the limits of the fifth hour for running repair forces only.

(d) Where three shifts are employed, the starting time of the first shift will be not earlier than 7:00 A.M., nor later than 8:00 A.M., and the starting time of the other shifts to be regulated accordingly. Each shift shall consist of eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

(e) The time established for commencing and quitting work for all men on each shift shall be the same at the respective points, unless otherwise agreed to by local officers and local committee subject to approval of Management and General Chairman.

(f) When less than eight (8) hours are worked for convenience of employes, or when due to inclement weather, interruptions occur to regular established work period preventing eight (8) hours, only actual hours worked or held on duty will be paid for at straight time rates.

(g) An employe regularly assigned to work at a shop, enginehouse, repair track, or inspection point, when called for emergency road work away from such shop, enginehouse, repair track, or inspection point, will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station and straight time rate for all time waiting or traveling.

If during the time on road a man is relieved from duty for five (5) hours or more, such relief time will not be paid for provided that in no case shall he be paid for less than eight (8) hours constituting his regular assignment at the home station when such irregular service prevents the employe from making his regular daily hours at home station. Where meals and lodging are not provided

by the Company, actual necessary expenses will be allowed.

Employees will be called as nearly as possible one hour before leaving time, and on their return will deliver tools at point designated.

If required to leave home station during over-time hours, they will be allowed one hour preparatory time at straight time rate.

(h) Employees regularly assigned to work 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.

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

(j) Employees changed from one shift to another will be paid overtime rates for the first shift of each change. An employee working two shifts or more on a new shift shall be considered transferred. This will not apply to regularly assigned relief employees when filling their regular relief assignments or when shifts are exchanged at the request of the employees involved, or in the exercise of seniority.

## **SECTION 2 Establishment of Shorter Work Week**

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

### **(a) General:**

The Carrier will establish, effective September 1, 1949, for all employees, subject to the exceptions contained in this Rule 2, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday.

The foregoing work week rule is subject to the provisions of this Agreement.

### **(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) 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 assignment in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

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

The regular relief positions created under this paragraph shall be bulletined and shall be paid the rates applicable to the position on which relief service is performed. If relief positions include relief service on two positions on one day, the straight time rate of each position shall be paid, but this does not contemplate working a relief employee through two consecutive shifts.

**(e-1) Rest Day Relief Travel Time:**

Employees regularly assigned to rest day relief service who are required to travel as part of their assignment shall be paid travel time as hereinafter provided:

(1) The Carrier shall designate a headquarters point for each relief assignment, which shall be changed only after ten (10) days written notice to the employee affected.

(2) If the time consumed in actual travel, including time en route, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour and thirty minutes, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including

waiting time en route, necessary to return to his headquarters point or to the next work location exceeds one hour and thirty minutes then the excess over one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled.

(3) Where an employe is required to travel from his headquarters point to another point outside the environs of the city or town in which his headquarters point is located, the carrier will either provide transportation without charge or reimburse the employe for such transportation cost. ("Transportation" means travel by rail, bus or private automobile and "transportation cost" means the established passenger fare or automobile mileage allowance where automobile is used.)

(4) When such employes are unable to return to their headquarters on any day they shall be entitled, in addition to the allowances under paragraphs (2) and (3) of this Rule, to reimbursement for actual necessary cost of lodging and two meals per day while away from headquarters, with a maximum of \$4.00 per day — i.e., the 24-hour period following the time when the employe's last shift began — but on such days they shall not be paid for any hours after their assigned hours unless actually working, or traveling to another work location. Accommodations on a sleeper may be furnished in lieu of the lodging above provided for and time spent on the sleeper will not be considered travel time.

(5) An employe who performs rest day relief service on an assignment covered by other travel time rules in this Agreement will be covered by such rules while on duty in place of the relieved employe but his travel to and from the headquarters of the relieved employe will be subject to this Rule.

(6) The Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of this Agreement, a minimum amount of travel and time away from home for the employes involved, and at the request of the General Chairman the carrier's representatives will meet to discuss questions that may be raised as to such assignments.

(7) It is understood that this Rule applies only to regular rest day relief assignments and does not change or modify the application of other travel time rules in this agreement.

The reference to "private automobile" and "automobile mileage allowance" in Paragraph (e-1), (3)

of this Rule does not mean that an employe may be required to own or furnish an automobile to qualify for one of these traveling relief positions.

Where arrangements are made with employe to use his automobile in traveling from one point to another on a traveling relief position, he shall be paid an allowance of 7¢ per mile for the use of his car.

**(f) Deviation from Monday-Friday Week:**

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Rule 2, Section 2, paragraph (b), above, and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under this Agreement.

**(g) Nonconsecutive Rest Days:**

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

(1) All possible regular relief positions shall be established pursuant to Rule 2, Section 2, paragraph (e).

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Rule 2.

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.

(6) If after all the foregoing has been done there still remains service which can only be performed by requiring employes to work in excess of five days per week, the number of regular as-

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

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

**(h) Rest Days of Furloughed Employees:**

To the extent furloughed men may be utilized under this agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

**(i) Beginning of Work Week:**

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

**(j) Sunday Work:**

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

**(k) Bulletin Rule:**

Regular assignments reduced to a five day basis under this rule shall not be considered new jobs assignments necessary to avoid this may be made with two nonconsecutive days off.

under bulletin rules and employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices or otherwise.

**(l) Rest Days to Be Assigned:**

The rest days on all regular and relief positions shall be assigned and the employees shall be notified. The rest days shall be the same days of each week but may be changed to meet service requirements by giving not less than five (5) days written notice to the employees affected.

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

**RULE 3**

**OVERTIME, CALLS, REST DAY AND  
HOLIDAY WORK.**

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

(b) Service performed on the following Holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation, or proclamation shall be considered the holiday) shall be paid for at the rate of time and one half time. (On TP-MP Terminal RR, Mardi Gras is substituted for Washington's Birthday and Good Friday for Decoration Day.)

(c) It is understood that the number of Class 'B' assignments necessary to be filled on Sundays and Holidays will be outlined in bulletins that the regular occupants of such positions will understand that they are so assigned.

(d) For continuous service after regular working hours, employees will be paid time and one-half time on the actual minute basis with a minimum of one (1) hour for any such service performed. Employees shall not be required to work more than two (2) hours without being permitted to go to meals. Time taken for meals will not terminate the con-

tinuous service period and will be paid for up to thirty (30) minutes.

(e) Employees called or required to report for work, and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less.

(f) Employees will be allowed time and one-half time on minute basis for service 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) Employees called or required for work and reporting, but not used, will be allowed a minimum of four (4) hours at straight time rate.

(h) Except as otherwise provided for in this rule, all over-time beyond sixteen (16) hours of service in any twenty-four (24) hour period, computed from starting time of employee's regular shift, shall be paid for at rate of double time.

(i) Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g-3) of Section 2 of Rule 2.

(j) 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 an extra or furloughed list, or where days off are being accumulated under paragraph (g-3) of Section 2, of Rule 2.

(k) 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 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(l) Service rendered by an employee on his as-

signed rest day or days will be paid for under the call rule when such service is not a part of any assignment.

(m) In all cases other than those specified in paragraph (1) service rendered by an employee on his assigned rest day or days will be paid for at the overtime rate with a minimum of eight (8) hours except that where vacancies are not known sufficiently in advance to permit employees to report at the beginning of the shift, they will be paid for the balance of the day at such rate, but not less than is provided under the call rule. Employees will be notified as soon as possible of such vacancies.

## **RULE 4**

### **MONTHLY RATED EMPLOYEES**

#### **SECTION 1. Work Week**

Monthly rated employees shall be assigned one regular rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such assigned rest day.

Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week.

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

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

Except as specifically provided in this Section 1, the rules applicable prior to September 1, 1949,\* to the employees covered by such section shall continue without change.

#### **SECTION 2. Monthly Rated Positions.**

(a) Class "A" employees shall be paid on a monthly basis based on assigned hours per day and assigned days per week, with a minimum of eight (8) hours per day, five (5) days per week; it being understood that the monthly rate compensates for all services performed on the days of the assignment. Subject to the above minimum of eight (8) hours, the assigned hours per day may be increased or decreased and the monthly rate shall be adjusted pro rata accordingly. New positions created subsequent to September 1, 1949,\* shall be paid the

monthly rate paid comparable positions of the same class and shall be subject to the provisions of Section 1 of this Rule 4.

\*Effective on August 16, 1950, on the TP-MP Terminal.

## RULE 5

**BULLETINING OF POSITIONS.** (a) All permanent vacancies or new positions for Class "A" employees will be bulletined. Bulletins must be posted five (5) days before vacancies are filled permanently. Senior employee in point of service shall, if sufficient ability is shown by trial, fifteen (15) days to be considered sufficient trial, to be given preference in filling such new positions or any vacancy that may be desirable to them, failing to qualify by trial may be returned to their former position without loss of seniority.

Employees desiring to avail themselves of this rule will make application to the officer in charge and copy of the application will be given the Local Chairman. Assignment will be made within ten (10) days from the date of the bulletin.

(b) New positions or permanent vacancies may be filled temporarily pending assignments. Temporary vacancies of fifteen (15) days or more, will be bulletined. Employees filling such temporary vacancies will be returned to their former position at the expiration of the temporary assignment.

(c) Employees failing to bid on a vacancy open to his choice by reason of his seniority rights forfeits thereby no seniority rights, but cannot thereafter claim the assignment, except in case of it being again vacant.

(d) Class "B" employees will be considered for promotion and vacancies in accordance with their seniority.

## RULE 6

**SENIORITY.** (a) Seniority of employees in Class 'A' and 'B' covered by this agreement shall be separate as between Groups 1, 2 and 3, and confined to the points employed as follows:

Class 'A'

Group 1.

1. Engineers in Charge
2. Stationary Engineers



3. Stationary Firemen
4. Oil Pumpers

Group 2.

Fort Worth Passenger and Freight  
Station Power Plants.

1. Engineer in Charge
2. Stationary Engineer

Class 'B'

Group 3.

1. Lead Laborer
2. Laborers, Roundhouse
3. Laborers, Car Department
4. Laborers, Shop Yards
5. Laborers, Coal Chute
6. Laborers, Cinder Pit
7. Locomotive Supply Men
8. Lubricator Fillers
9. Lye Vat Attendants
10. Operators of Motor Trucks and Tractors
11. Operators of Truck Cranes
12. Transfer and Turntable Operators
13. Engine Watchmen
14. Engine Wipers
15. Fire Builders
16. Fire Knockers
17. Flue Blowers
18. Sand Dryers
19. Inside Hostler Helpers
20. Coal Chute Operators

(b) A separate seniority roster as between Groups 1, 2 and 3, will be compiled as of January 1 of each year for Class 'A' and 'B' employees at each point. The seniority date shall be considered permanently established if not protested in writing within thirty (30) days from the date of posting, except typographical errors on subsequent rosters may be corrected at any time. Seniority rosters will be approved by the officer in charge and Local Committee, and copies will be furnished Local and General Chairman.

(c) The seniority of employees will date from the time pay starts when employed.

(d) Class "B" employees transferred or promoted to Class "A" will establish seniority in Class "A" in accordance with Paragraph (c), and will retain and accumulate seniority rights in Class "B" at the point last employed so long as the continuity of their service is unbroken.

(e) Employees promoted to positions as Supervisor or other official capacity will retain and ac-

cumulate their respective seniority rights at the point last employed in Class "A" and "B" so long as the continuity of their service is unbroken.

(f) Employees assigned to temporary service or temporarily transferred by direction of the Management from one point to another, will retain their seniority at their regular point of employment.

(g) When a position is abolished, or an employee is displaced, through no fault of his own, he shall upon written application to officer in charge with copy of the application to the local committee, be permitted to displace any junior employee on the same seniority list. All displacements made under this rule shall be without expense to the company.

(h) The exercising of seniority to displace junior employees which practice is usually termed "rolling" or "bumping" will not be permitted.

## **RULE 7**

### **LEAVES OF ABSENCE — ABSENCE FROM WORK.**

(a) When the requirements of the service will permit, employees upon request will be granted leave of absence not to exceed (90) days, 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 therefor by the proper official and committee representing his craft.

(b) Employees failing to return on or before the expiration of their leave of absence will lose their seniority rights, unless an extension has been obtained.

(c) No employee will remain away from service without obtaining permission from his foreman, but if sickness or other unavoidable causes prevents him from reporting to his regular post of duty, he shall notify the foreman promptly.

## **RULE 8**

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

## **RULE 9**

**ATTENDING COURT.** Employees when required by the Company to attend court or coroner's in-

quest will be paid a minimum day for each calendar day, including assigned rest days and holidays, while so assigned. Actual expenses will be allowed when away from home station. The Company will be entitled to their mileage and witness fees.

## RULE 10

**PAYING OFF.** (a) Employees will be paid off during the regular working hours of the first shift, semi-monthly, except where State laws provide a more desirable paying-off condition.

(b) When there is a shortage equal to one (1) day's pay or more in the pay of an employe, a voucher will be issued to cover the shortage.

(c) Employees leaving the service of the company, will be furnished with a time voucher covering all time due within twenty-four (24) hours where any certificates are issued and within sixty (60) hours at other points, or earlier when possible, exclusive of Sundays and holidays.

## RULE 11

**REDUCTION OF FORCES.** (a) When it becomes necessary to reduce the force at any point or in any class, those capable of performing the work shall be retained in accordance with their seniority as per Rule 6.

(b) Five (5) working days notice will be given employes affected before reduction is made and lists will be furnished to local committee.

(c) Employees laid off under this rule desiring to retain their seniority rights must leave their addresses and change in address with the local Supervisors and Committeemen, and failure to do so or return to service within ten (10) days after being notified at last address will forfeit all seniority rights.

(d) In the restoration of forces, employes will be restored to service in accordance with their seniority as per Paragraph (c).

(e) Employees laid off account reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished with transportation to any point desired on the system, when not contrary to National or State laws.

(f) While forces are reduced, if men are needed at other points, furloughed men will be given pref-

erence to transfer, with privilege of returning to home station when force is increased, such transfer to be made without expense to the company. Seniority to govern.

In the event of the permanent abandonment of engine shop terminal, for any reason, resulting in furlough of employes covered by this agreement, such employes will, upon application, be given preference over new employes to any work in their class at other points in the district from which furloughed.

(g) Regular established daily working hours will not be reduced below eight (8) hours to avoid making force reduction.

## **RULE 12**

**COMPOSITE WORK.** An employe working on more than one class of work on any day will be paid the higher rate for actual time worked on the minute basis, with a minimum of one (1) hour; when temporarily assigned by the proper officials to lower rated position; his rate will not be reduced.

## **RULE 13**

### **TIME CLAIMS AND GRIEVANCES.**

(a) All claims or grievances must be presented in writing by or on behalf of the employe 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 employe or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

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

other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

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

(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 employe 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 Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employes they represent.

(f) This agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 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) No employe who has been in the service sixty (60) days or more, or whose application for service has been formally approved will be disciplined without just and sufficient cause and not unless first being given an investigation, prior to which the employe and his duly authorized representative will be advised of the precise charge and given an opportunity to obtain the presence of witnesses, if desired. If stenographic report of investigation is taken, the committee shall be furnished a copy. Suspension in proper cases pending an investigation, which shall be promptly held, shall not be deemed a violation of this rule.

(i) If it is found that an employe has been unjustly suspended or dismissed from the service, such employe shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal.

(j) Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shut-down by the employer nor a suspension of work by the employees.

(k) The company will not discriminate against any committeemen who, from time to time, are delegated to represent other employes, and will grant them leaves of absence and free transportation.

## **RULE 14**

**APPLICANTS FOR EMPLOYMENT.** Applicants for employment shall fill out necessary application blanks and employment shall be considered temporary until application has been approved. If the applicant is not notified of the disapproval of application within sixty (60) days from date thereof, application will be considered approved, except in the event of applicant giving false information, when approval may be revoked at any time.

## **RULE 15**

**CONDITION OF SHOPS, ETC.** Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where practicable. Pits and floors, lockers, toilets, and wash rooms will be kept in a clean, dry and sanitary condition. Shops, locker rooms and wash rooms will be lighted and heated in the best manner possible consistent with

the source of heat and lights available at the point in question.

### RULE 16

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

### RULE 17

**COPY OF AGREEMENT FURNISHED.** The railway company will have printed in book form, copies of this agreement and furnish a copy to each employe upon request.

### RULE 18

**CLASSIFICATION OF WORK.** (a) Where Engineer in charge is assigned, will include at all times the responsibility for the continuous and efficient operation of the stationary power plant, and the full and efficient performance of the duties of all other power plant employes and maintaining all records as required in connection with power plant operation.

(b) Where stationary engineers are assigned, will include while on duty, the responsibility for the continuous and efficient operation of the plant, to have charge of the plant, stop and start, and to make adjustments to all equipment, to be responsible for the full performance of other power plant employes.

(c) Where stationary firemen are assigned, will include while on duty, firing and operating boilers and the operation of all equipment pertaining to the generation of steam; pumping oil when necessary, where no oiler or helper is assigned; to make adjustments to all equipment when possible; to assist the engineer in his duties; to perform the duties of engineer in his absence or where no engineer is assigned.

(d) Laborers may be used to move material to and from equipment, except that which is moved by electric crane, store room cars and other devices that may be placed in service from time to time and work in this connection that is recognized as helpers' work of all classes.

Laborers may clean material removed from equipment, or in connection with operation of lye vats, or engine wiper duties, except the cleaning of parts

of equipment preparatory to painting. Coach cleaners' work, cleaning flues or safe ends or other work recognized as helpers' work.

Laborers may be used to secure the load on electric traveling crane in moving material in and around shops, but not in dismantling or assembling equipment or on other work recognized as work of other crafts or classes, and all other work generally recognized on the Texas and Pacific Railway Company and the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans as Laborers' work.

(e) Stationary Engineers in charge and Engineers Fort Worth Passenger and Freight Station Power Plants will cover duties as at present and duties as outlined in this rule.

## RULE 19

RATES OF PAY. The following are the agreed-to minimum rates of pay and constitute the least which will be paid to the various classifications of employes on assignments of the days and hours of assignment in effect Dec. 31, 1968, covered by this Agreement:

Class "B" Location	LABORERS	
	Loco Dept.	Car Dept.
Avondale .....	\$2.7366	\$2.7366
Hollywood Yards .....	2.7366	2.7099
Texarkana .....	2.7366	2.7166
Marshall .....	2.7533	2.7533
Dallas .....	2.7366	2.7366
Lancaster .....	2.7199	2.7199
Big Spring .....	2.7366	2.7299
El Paso .....	2.7199	2.7199

## RULE 20

TERMINATING RULE. — (a) Any omission herein of agreements or agreed to understandings which have not been superseded or cancelled will not serve to cancel or affect the application of such omitted agreements or understandings. Any errors or omissions in the reproduction of National Agreements or memorandum agreements will not change the original agreement.

(b) This agreement cancels the agreement between The Texas and Pacific Railway Company and System Federation No. 121 in behalf of the International Brotherhood of Firemen, Oilers, Round-



house and Railway Shop Laborers effective September 1, 1949, and also cancels the agreement between the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans and System Federation No. 121 in behalf of International Brotherhood of Firemen, Oilers, Roundhouse and Railway Shop Laborers effective August 16, 1950 (which cancelled the agreement between the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans and Shop Laborers employed thereon represented by the National Federation of Railway Workers effective April 1, 1939).

(c) The rules contained herein shall constitute an agreement between The Texas and Pacific Railway Company and its subsidiaries and the Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans and Shop Laborers employed thereon, and power house employees in the Mechanical Department, consisting of stationary engineers, stationary firemen and oil pumpers as represented by International Brotherhood of Firemen, Oilers, Roundhouse and Railway Shop Laborers of System Federation No. 121 of the Railway Employees' Department of the AFL-CIO and shall become effective on August 1, 1969, and remain in effect until changed in accordance with the provisions of the Railway Labor Act.

For the Carriers:

THE TEXAS AND PACIFIC RAILWAY  
COMPANY

TEXAS PACIFIC-MISSOURI PACIFIC TERMINAL  
RAILROAD OF NEW ORLEANS

/s/ O. B. Sayers

Director of Labor Relations

For the Employees:

SYSTEM FEDERATION NO. 121, RAILWAY EM-  
PLOYES' DEPARTMENT, AFL-CIO

/s/ J. L. Hammond

General Chairman

International Brotherhood of  
Firemen, Oilers, Roundhouse  
and Railway Shop Laborers

/s/ J. L. Waldrop

Secretary-Treasurer

/s/ E. A. Winter  
President

St. Louis, Missouri

July 17, 1969

360-926-16

## NONOPERATING NATIONAL VACATION AGREEMENTS

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 or February 4, 1965, September 27, 1967 and September 2, 1969 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 1967, an annual vacation of five (5) consecutive work days with pay will be granted to each employe 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 1968, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe 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 1967, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has ten (10) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of ten (10) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1967, an an-

nual 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 twenty (20) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

(e) Paragraphs (a), (b), (c) and (d) 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 or four work weeks.

(f) 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.

(g) 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.

(h) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

(i) 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 employe 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 II—Vacations—Section 1—(a), (c), (d), (e), (f), (g), (h), and (i) of 9-27-67 Agreement and Article I—Vacations—Section 1 of 9-2-69 Agreement)

2. The terms of this agreement shall not be construed to deprive any employe 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 employe's vacation period will not be extended by reason of any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, or the employe's birthday, or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

(From Article I—Vacations—Section 3 of Sept. 2, 1969 Agreement)

3. (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 employes 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 employes in any plant, opera-

tion, 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)

4. Each employe 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 employe 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 employe.

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

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

Such employe 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)

5. 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 employes remaining on the job, or burden the employe after his return from vacation, the carrier shall not be required to provide such relief worker.

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

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

- (a) An employe having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.
- (b) An employe 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 employe 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 employe 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 employe worked on as many as sixteen (16) different days.
- (e) An employe 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)

7. The vacation provided for in this Agreement shall be considered to have been earned when the employe has qualified under Article 1 hereof. If an employe'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 employe has qualified therefor under Article 1. If an employe 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 — Vacations — Section 2 of 8-19-60 Agreement)

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

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

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

(b) Where work of vacationing employes is distributed among two or more employes, such employes 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 employe can be distributed among fellow employes 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 employe shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employes.

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

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

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

11. (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 employe were not granted a vacation and was paid in lieu thereof under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employe 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 employes 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 employe is to be filled and regular relief employe is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employe 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)

12. 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 employes, 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)

13. 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 employe 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 employe members of such committee shall be final and binding upon the parties to such dispute or controversy.

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

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

14. Except as otherwise provided herein this agreement shall be effective as of January 1, 1968



and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of two (2) years from January 1, 1968, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1969 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 I—Vacations—Section 2 of Sept. 2, 1969 Agreement)

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)

**MEMORANDUM OF AGREEMENT**

**between**

**THE TEXAS AND PACIFIC  
RAILWAY COMPANY**

**TEXAS PACIFIC-MISSOURI PACIFIC  
TERMINAL RAILROAD OF NEW ORLEANS**

**and**

**SYSTEM FEDERATION NO. 121  
RAILWAY EMPLOYEES' DEPARTMENT  
A.F.L.-C.I.O.**

**MECHANICAL SECTION THEREOF**

**Composed of**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

**INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, SHIP BUILDERS, BLACK-  
SMITHS, FORGERS AND HELPERS**

**SHEET METAL WORKERS  
INTERNATIONAL ASSOCIATION**

**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS**

**BROTHERHOOD RAILWAY CARMEN OF  
AMERICA**

**INTERNATIONAL BROTHERHOOD OF  
FIREMEN AND OILERS, ROUNDHOUSE  
AND RAILWAY SHOP LABORERS**

Whereas System Federation No. 121 has requested that employes which it represents be given the privilege of splitting vacations of fifteen work days or more into two periods,

**IT IS AGREED:**

Effective January 1, 1968, employes represented by System Federation No. 121 subject to the terms of the National Vacation Agreement of December 17, 1941, as amended, who qualify for a vacation of fifteen or twenty consecutive work days under the provisions of the National Agreement will, upon written request, be permitted to split the vacation subject to the terms and conditions of this Memorandum of Agreement.

A vacation period of an employe who qualifies for a vacation of fifteen or twenty work days may be split into two periods as follows:

1. Fifteen work days split into two periods, five consecutive work days for the first period and ten consecutive work days for the second period, or ten consecutive work days for the first period and five consecutive work days for the second period.
2. Twenty work days split into two periods, ten consecutive work days for each period, or five consecutive work days for the first period and fifteen consecutive work days for the second period, or fifteen consecutive work days for the first period and five consecutive work days for the second period.

Employes who desire to take their vacation in two periods must so notify the Shop Superintendent or Master Mechanic in writing not later than November 15 of each year. After vacation periods have once been assigned, no change will be made except with the consent of the Shop Superintendent or Master Mechanic, and Local Chairman. This does not modify or amend Article 5 of the Vacation Agreement of December 17, 1941.

Article 4 (a) of the Vacation Agreement of December 17, 1941, as amended, provides in part:

"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 preference of the employes in seniority order when fixing the dates for their vacations."

In applying the principle quoted above, an employe requesting a split vacation will designate the pe-

riods desired in order of preference. After all employees of a particular class have been assigned one vacation period in accordance with the principle stated in Article 4(a), those employees splitting their vacations will be assigned the second vacation period in accordance with the same principle.

In determining the number of employees who may be scheduled for vacation at any given time throughout the calendar year, the number of employees to be absent will be pro rated among the shifts employed on the basis of the number of employees on each shift.

All other provisions of the Vacation Agreement of December 17, 1941, as amended, will apply without change including Article 4(b).

This agreement shall be cancelled automatically upon the service of thirty days' written notice by either party of a desire to cancel the agreement and the serving of such notice shall have the effect of reinstating the application of the December 17, 1941 Vacation Agreement as amended at the expiration of the thirty days in exactly the same manner as if this agreement had not been written.

Signed at St. Louis, Missouri, this 20th day of June, 1967.

File: 235-4

## NONOPERATING NATIONAL HOLIDAY PROVISIONS

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 and September 2, 1969 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	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day	Christmas
Fourth of July	

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

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.

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

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

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

(ART. II — Holidays — Section 1, Sept. 2, 1969 Agreement)

Section 2(a). Monthly rates, the hourly rates of which are predicated upon  $169\frac{1}{3}$  hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

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

Section 2(b). All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2(a) shall receive a corresponding adjustment.

(ART. II — Holidays — Section 2(a) and 2(b)  
of 8-21-54 Agreement)

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 employe 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 employes who are relieving regularly assigned employes 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 employe whom he is relieving.

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

(ART. II — Holidays — Section 2, Sept. 2, 1969 Agreement)

Section 4. Provisions in existing agreements with respect to holidays in excess of the seven holidays referred to in Section 1 hereof, shall continue to be applied without change.

(ART. II — Holidays — Section 2, Sept. 2, 1969 Agreement)

Section 5. Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on a holiday are not changed hereby, except that under no circumstances will an employe be allowed 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.

(ART. II. — Holidays — Section 4, Sept. 2, 1969 Agreement)

Section 6. Subject to the qualifying requirements set forth below, effective with the calendar year 1965 each hourly, daily and weekly rated employe shall receive one additional day off with pay, or an additional day's pay, on each such employe's birthday, as hereinafter provided.

(a) For regularly assigned employees, if an employee's birthday falls on a work day of the workweek of the individual employee he shall be given the day off with pay; if an employee's birthday falls on other than a work day of the workweek of the individual employee, he shall receive eight hours' pay at the pro rata rate of the position to which assigned, in addition to any other pay to which he is otherwise entitled for that day, if any.

(b) For other than regularly assigned employees, if an employee's birthday falls on a day on which he would otherwise be assigned to work, he shall 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 an employee's birthday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to his birthday, in addition to any other pay to which he is otherwise entitled for that day, if any.

(c) A regularly assigned employee shall qualify for the additional day off or pay in lieu thereof if compensation paid him by the carrier is credited to the work days immediately preceding and following his birthday, or if employee is not assigned to work but is available for service on such days. If the employee's birthday falls on the last day of a regularly assigned employee's workweek, the first work day following his rest days shall be considered the work day immediately following. If the employee's birthday falls on the first work day of his workweek, the last work day of the preceding workweek shall be considered the work day immediately preceding his birthday.

(d) Other than regularly assigned employees shall qualify for the additional day off or pay in lieu thereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding his birthday, and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding his birthday beginning with the first day of compensated service, provided employment was not terminated prior to his birthday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment, and (3) if on the workday preceding



and the workday following the employee's birthday he satisfies 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.

The workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that any such employee who is relieving a regularly assigned employee on the same assignment on both the workday preceding and the workday following his birthday 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 workdays preceding and following his birthday as apply to the employee whom he is relieving.

For other than regularly assigned employees, whose hypothetical workweek is Monday to Friday, both days inclusive, if his birthday falls on Friday, Monday of the succeeding week shall be considered the workday immediately following. If his birthday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding his birthday.

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

(e) In addition to the wage adjustments provided for in Article I of this Agreement, effective January 1, 1965, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

(f) An employee working at a location away from his residence may, by giving reasonable notice to his supervisor, have the day immediately preceding the first day during which he is not scheduled to work following his birthday considered as his birthday for the purposes of this Sec-

tion. An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Section. If an employee's birthday falls on one of the seven holidays named in Article III of the Agreement of August 19, 1960, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Section.

(g) 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 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.

(h) No party to this Agreement shall serve any notice or proposal or progress any notice of proposal for the purpose of changing the provisions of this Section 6 to become effective prior to January 1, 1967; except that managements and committees on individual railroads may, by mutual agreement, change the days (but not the number of days) that shall be observed as holidays, for the purposes of existing rules and agreements.

(ART. II — Holidays — Section 6 — pars. (a), (b), (c), (d), (e), (f) & (h) of 11-21-64 or 2-4-65 Agreement.

Also from ART. II — Holidays — Section 4 — para. (g) of 9-2-69 Agreement)

Section 7(a). When any of the seven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay

provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(b) When the birthday holiday provided for in Section 6 of this Article II (Article II, Section 6, of the Agreement of November 21, 1964, February 4, 1965), or any holiday which by agreement, or by law or proclamation of the State or Nation, has been substituted therefor, falls during an hourly, daily or weekly 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.

(ART. II — Holidays — Section 3 of Sept. 2, 1969 Agreement)

## **MEDIATION AGREEMENT**

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 Carriers' 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 employe 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 employe 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 employes 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 employe shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing

rules or agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employes 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 employe 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 employe'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 employes and by sending certified mail notice to the General Chairmen of such interested employes. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employes 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 employes 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 employe 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 employe 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 gov-

erning working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

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

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employe 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 employe, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6. Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a). Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty per cent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while unemployed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

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 employe 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 employe acting as an officer or other official representative of an employe organization he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.

(c) An employe 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 a 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 employe whose position is abolished as a result of said coordination, or by other employes, 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 employe shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employes 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 employe 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 employe 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 employe is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employe 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 employe 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 employe receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employe may be required to return to the service of the employing carrier for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employes under the working agreement.

(h) If an employe 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 employe 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 employes 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 employe 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 employe 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 year & less than 2 years	3 months' pay
2 years less than 3 years	6 months' pay
3 years less than 5 years	9 months' pay
5 years less than 10 years	12 months' pay
10 years less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of employes 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 employe in the position last occupied prior to time of coordination."

**Section 8.** Any employe affected by a change in operations for any of the reasons set forth in Sec-

tion 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 employes of the carrier, in active service or in 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 employe 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 employe 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 employes 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 employe affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employe 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 employe 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 employe 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 employes 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 employe 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 employe to any other party.

2. If the employe 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 employe 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 employes 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 employes 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 employe 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 employes 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 employes, 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 employe or employes 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 employe 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 employes 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 employes 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 employes 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)

## HEALTH AND WELFARE

Agreement made the 21st day of December, 1955, by and between the participating carriers listed in Exhibits A, B, and C attached thereto and made a part thereof and represented by the Eastern, Western, and Southeastern Carriers' Conference Committees and the employes shown thereon by the Railway Labor Organizations signatory thereto, through the Employees' National Conference Committee, 12 Cooperating Railway Labor Organizations, amended November 1, 1956, November 21, 1964 (for Boilermakers, Blacksmiths and Carmen's Crafts) and February 4, 1965 (for Machinists, Sheet Metal Workers and Electricians' Crafts) is recognized as a part of the collective bargaining agreement between the parties to this agreement as such agreements apply to this property but will not be reproduced here. The foregoing agreements provided for Carrier contributions and health and welfare benefits payable to The Travelers Insurance Company pursuant to Group Policy Contract No. GA 23000.

G 360-926-16

# AGREEMENT

*Between*

**THE TEXAS AND PACIFIC RAILWAY COMPANY**  
and the employes thereof represented by  
**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS, FREIGHT  
HANDLERS, EXPRESS AND STATION EMPLOYES**  
**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**  
**THE ORDER OF RAILROAD TELEGRAPHERS**  
**BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA**  
**HOTEL AND RESTAURANT EMPLOYES AND BARTENDERS INTER-  
NATIONAL UNION**  
**AMERICAN TRAIN DISPATCHERS ASSOCIATION**

**System Federation No. 121**

**Composed of:**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP  
BUILDERS AND HELPERS OF AMERICA**  
**INTERNATIONAL BROTHERHOOD OF BLACKSMITHS, DROP  
FORGERS AND HELPERS**  
**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**BROTHERHOOD RAILWAY CARMEN OF AMERICA**  
**INTERNATIONAL BROTHERHOOD OF FIREMEN AND OILERS,  
HELPERS, ROUNDHOUSE AND RAILWAY SHOP LABORERS**  
**Through the Employes' National Conference Committee,  
Seventeen Cooperating Railway Labor Organizations.**

**Effective: January 16, 1953**

## AGREEMENT

This Agreement made this 5th day of January, 1953, by and between The Texas and Pacific Railway Company, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

### IT IS AGREED:

Section 1. In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the 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.

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 pro-

vided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employes furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-service men shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees 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 class or craft.

(d) Employes who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employes hold regularly assigned positions within the scope of the agreement covering such other class of service.

Section 4. Nothing in this agreement shall re-



quire an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the same organizational unit.

Section 5. (a) Each employe covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until it is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employe who it is alleged has failed to comply with the terms of this agreement and who the organization 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 railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employe concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employe shall be given the organization. An employe so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employe in writing with copy to the organization, by Registered or Certified

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 employee 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 employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered or Certified 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 or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee

has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered or Certified 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 or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

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

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

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

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

Section 6. Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employe until such time as a qualified replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective agreements but the employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7. An employe whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this

agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employees based upon an alleged violation mis-application or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day periods specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment and seniority shall not be terminated, his continuance in service shall give rise to no liability against the carrier in favor of the organization or other employees based upon an alleged violation, mis-application or non-compliance with any part of this agreement.

**Section 8.** In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; provided, however, that this section shall not apply to any case in which the carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

**Section 9.** An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

**Section 10. (a)** The 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 January 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 by and on behalf of those employes represented by each organization. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Dallas, Texas this 5th day of January, 1953.

(Signatures not reproduced)

T-25366-General-2

As amended 8-24-55

## MEMORANDUM OF AGREEMENT

It is Agreed that in the application of the union shop agreement signed at Dallas, Texas, on the 5th day of January, 1953, between The Texas & Pacific Railroad and the employees thereof represented by the Railway Labor Organizations signatory thereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, that any employee in the service January 5, 1953 who was not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide and recognized religious group, on the date of that agreement, having scruples against joining a union, will, if he would otherwise be required to join a union under the union shop agreement, be deemed to have met the requirements of the union shop agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his class or craft.

Signed at Dallas, Texas, this 16th day of February, 1953.

(Signatures not reproduced)

T-25366-General-2

Dallas, Texas  
March 13, 1958

**Subject: Gauge of Metal Agreement**  
between Boilermakers & Sheet Metal Workers  
Mr. G. R. French, Director of Personnel,  
The Texas and Pacific Railway Company,  
Assistant to President,  
Texas Pacific-Missouri Pacific Terminal  
Railroad of New Orleans,  
Texas and Pacific Building  
Dallas 2, Texas

Dear Sir:

The Boilermakers and the Sheet Metal Workers crafts' Classification of Work Rules contain language overlapping the gauge of metals, which has resulted in both crafts contending for certain work between ten (10) and sixteen (16) gauge. These two International Organizations have now reached an agreement which should clarify such language and clearly define the work of each craft in the use of plate metals.

The General Chairman and International Officers are respectfully seeking your cooperation in the application of this Memorandum of Agreement in order to minimize jurisdictional disputes, and that this Agreement shall be the basis of settling any existing and future disputes involving the use of plate metals, and that the Agreement be complied within the future assignment of work between the two crafts. Will you please advise date, place and time for this conference?

**"MEMORANDUM OF AGREEMENT"**

"It is agreed that the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers will have jurisdiction of work in the use of thirteen (13) gauge and heavier of plate metals.

"It is further agreed that the Sheet Metal Workers' International Association will have jurisdiction of work in the use of fourteen (14) gauge and lighter of plate metals."

This understanding is intended only to settle jurisdictional disputes between the two organizations, parties to this agreement, and is not to be construed as affecting the rights or jurisdiction of any other craft.

The foregoing to become effective April 1, 1958.  
(Signatures not reproduced)

T-30948

June 21, 1967  
B 360-3155-27



Mr. J. B. Carpenter, General Chairman, International Brotherhood of Boilermakers, Ship Builders, Blacksmiths, Forgers and Helpers, PO Box 548, Marshall, Tex.

Mr. W. E. Austin, General Chairman, International Association of Machinists and Aerospace Workers, 3114 Crawford, Parsons, Kansas 67357

Mr. R. B. Collings, General Chairman, Brotherhood Railway Carmen of America, 2725 Willow Park, Fort Worth, Texas 76118

Gentlemen:

This has reference to Carriers' notice served pursuant to Section 4 of the Agreement of May 21, 1936, generally referred to as the Washington Job Protection Agreement, of Carriers' intention to coordinate and merge the work of reclaiming freight car couplers now being performed at Palestine on the Missouri Pacific Railroad Company with the work of reclaiming freight car couplers in the shops of the Texas and Pacific Railway Company at Marshall, Texas, and the Agreement signed at St. Louis, Missouri, today made in compliance with Section 5 of the Washington Job Protection Agreement.

During these negotiations we discussed the present assignment of two machinists and two blacksmiths in the shops of the Texas and Pacific Railway Company at Marshall, Texas, to perform welding on freight car couplers and the local understanding between the Machinists and Blacksmiths whereby the work of welding on freight car couplers will be performed by a pool of machinists and blacksmiths on a 50/50 basis with the odd numbered positions to be filled by blacksmiths and the even numbered positions to be filled by machinists. The three blacksmith positions to be established at Marshall pursuant to Memorandum of Agreement this day executed pursuant to notice served by the Carriers on the Machinists', Blacksmiths' and Carmen's Organizations dated February 3, 1967, will be filled by blacksmiths and not included in the welding pool.

It was further understood that this local understanding will be honored by the Carrier unless and until a decision has been made by the Jurisdictional Board established by the Federated Shop Crafts Organizations altering this local understanding.

While it has been the practice at Palestine to have the work involved in the grinding of welded couplers performed by blacksmiths, it has been the

practice at Marshall shops for said work to be performed by carmen helpers, and it is agreed by you gentlemen as representatives of the Blacksmiths, Machinists and Carmen involved for the practice of grinding welded couplers at Marshall shops to be continued as at present unless and until a different Agreement is reached between the crafts involved.

If the foregoing fairly sets forth the understanding reached in conference today, it will be appreciated if you will affix your signatures in the space provided hereon and return three copies for our files.

Yours truly,  
O. B. Sayers

**AGREED:**

J. B. Carpenter, General Chairman —  
Boilermakers-Blacksmiths (MoP and T&P)  
W. E. Austin, General Chairman — Machinists  
(MoP — Gulf and T&P)  
R. B. Collings, General Chairman — Carmen  
(T&P)

**THE TEXAS AND PACIFIC RAILWAY  
COMPANY**

June 1, 1965

T-25459 #3

Mr. J. B. Carpenter  
Secretary-Treasurer  
System Federation No. 121  
P. O. Box 548  
Marshall, Texas 75671

Dear Sir:

This refers to conference May 24, 1965, at which we discussed your contention that a furloughed employe recalled to work at his original point of service should not have to undergo a physical examination, unless the Company has reason to believe he has a physical impairment which would create a safety hazard. (Attending this conference, in addition to the undersigned, were Messrs. F. M. Conder, G. W. Niemeyer, W. E. Austin, J. B. Carpenter, R. G. Collings, J. L. Hammond and E. A. Winter.)

We will follow the above to the extend discussed in conference, as I find this has been a practice, and something agreed to by my predecessor. In other words:

1. If an employe has been furloughed a year or more and transfers to other than his home or original point of service, he must pass the required physical.
2. If recalled to work at his home or original point of service, he will not be required to take a physical, except when the Carrier Officers feel there is reason to require it from a safety standpoint, stemming from a belief that there might be a disqualifying physical impairment. As stated to you in conference, and to which you agreed, any unreasonably long absence from service, in itself, would prompt such an examination, although we did not draw any particular line as to what might or might not be considered an unreasonably long absence. Rather, it was mutually felt that each such case should be given consideration based upon the circumstances involved — such as a man's age, general physical appearance, etc.
3. The Carrier has the right to have any employe examined any time there is reason to believe he may have a physical impairment which creates a hazard to himself, fellow employes, the public and/or the Carrier's property.

We have experienced no trouble along these lines in the past, and I do not see why we should in the future.

Very truly yours,  
/s/ O. B. Sayers  
Director of Personnel

## THE TEXAS AND PACIFIC RAILWAY COMPANY

### MEMORANDUM OF AGREEMENT

It is agreed that Article III of the National Mediation Agreement, Case No. A-4061, effective August 1, 1953, covering the upgrading of Carman Apprentices and Helpers, between the parties signatory hereto, is hereby revised as follows:

1. In the event of not being able to employ Carmen with 4 years' experience, regular Apprentices with 3 years' experience, Helper Apprentices with 1 year's experience, and Helpers with 3 years' experience will be upgraded to Carmen in accordance with their seniority.

2. All Carman Apprentices and Helpers upgraded to Carmen under the terms of this agreement shall be paid not less than the rate established for Carmen.

3. If qualified Carmen become available while Apprentices and Helpers are upgraded, it is agreed that such Carmen will be employed, and if necessary will displace the junior Apprentice or Helper who will be reassigned to his former duties.

4. Helpers upgraded as outlined above will retain their Helper's seniority and within thirty (30) days after they become qualified as Carmen under the Qualification Rule, they shall make their choice to take seniority as a Carman or retain seniority as a Helper.

5. In the event of force reduction, demotion shall be in the reverse order to that of upgrading.

6. It is understood and agreed that local officers and local committees will see that regular and Helper Apprentices who are upgraded will be moved from one class of work to another within their craft for the purpose of enabling them to learn all branches of the trade.

7. The ratio of Apprentices shall be computed on the basis of Carmen on the seniority roster who are regularly assigned.

8. It is understood and agreed that during the period this memorandum of agreement remains in effect that in order to make available necessary manpower, there will be a relaxation of what is generally known as the "age limit" and "physical examination" of applicants for employment.

9. This agreement shall become effective as of December 7, 1953, and shall remain in effect unless cancelled or amended in accordance with the provisions of the Railway Labor Act as amended.

Signed at Dallas, Texas this 7th day of December, 1953.

(Signatures not reproduced)

T-27875; T-25099-TPMP

## MEMORANDUM OF AGREEMENT

The following supplement understanding to Memorandum of Agreement dated December 7, 1953, in connection with providing carmen to meet requirements on this Railway is agreed to:

1. It is agreed at a point where there are not qualified car apprentices and/or car helpers to be set up to carmen under terms of above agreement that they will be set up at such points from other points, as follows:

The senior qualified apprentice and/or car helper on the Division, desiring such work, will be transferred, after such transfer has been recommended by Local Committee in writing and approved in writing by the Master Mechanic or Superintendent of Shops and General Chairman of Carmen.

2. When such employes are furloughed and return to their home point as a car apprentice or car helper, they will have the privilege, if they elect and do so in writing within five (5) days of date they last worked, to displace junior men that have been set up to a carmen at that point while they were working at another point as a set up carman. Carmen apprentice can only displace such junior set up car apprentice and carman helper can only displace such junior set up car helpers.

Signed at Dallas, Texas, this 18th day of February 1955.

(Signatures not reproduced)

T-27875

# **MEMORANDUM OF AGREEMENT**

between the

**MISSOURI PACIFIC RAILROAD COMPANY  
MISSOURI-ILLINOIS RAILROAD COMPANY  
UNION RAILWAY COMPANY (MEMPHIS)**

**UNION TERMINAL-ST. JOSEPH BELT  
RAILWAY COMPANY**

**TEXAS AND PACIFIC RAILWAY COMPANY**

**TEXAS PACIFIC-MISSOURI PACIFIC  
TERMINAL RAILROAD OF NEW ORLEANS**

**THE FORTH WORTH BELT**

**TEXAS AND NEW MEXICO  
RAILWAY COMPANY**

**ABILENE AND SOUTHERN  
RAILWAY COMPANY**

**WEATHERFORD MINERAL WELLS AND  
NORTH WESTERN RAILWAY COMPANY**

**THE TEXAS SHORT LINE**

and

**SYSTEM FEDERATION NO. 2**

**SYSTEM FEDERATION NO. 121**

**RAILWAY EMPLOYES' DEPARTMENT,  
A.F.L.-C.I.O.**

**MECHANICAL SECTION THEREOF**

Composed of

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS**

**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 AMERICA**

It is recognized that repairs to or rebuilding of Texas and Pacific passenger car equipment may be performed at Missouri Pacific Sedalia, Missouri Shops and that repairs to or rebuilding of Missouri Pacific freight car equipment may be performed at Texas and Pacific Marshall, Texas Shops, in view of which it is agreed:

1. Rule 23 and the Note thereto as amended by the Memorandum Agreement effective October 1, 1961, on the Missouri Pacific, Missouri-Illinois and Union Railway is further amended to read as set forth in paragraph 3 below.

2. Rule 18 (h) in the Shop Craft Agreement on the Texas and Pacific is amended to read the same as Rule 23 and the Note thereto in the Missouri Pacific Agreement as set forth in paragraph 3 below.

3. Rule 23 and the Note thereto shall read as follows:

**TRANSFERRING MEN WHO HAVE BEEN LAID OFF:** **RULE 23.** (a) While forces are reduced, if men are needed at any other point on the Missouri Pacific Railroad Company, the Missouri-Illinois Railroad Company, the Union Railway Company (Memphis), Union Terminal-St. Joseph Belt Railway Company, Texas and Pacific Railway Company, Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans, The Fort Worth Belt, Texas and New Mexico Railway Company, Abilene and Southern Railway Company, Weatherford Mineral Wells and North Western Railway Company and The Texas Short Line, such men as are laid off by reason of force reductions will be given preference to transfer with privilege of returning to home station when force is increased, such transfer to be made without expense to the company. Seniority to govern all cases.

(b) Employes transferred under this rule shall acquire seniority at the point to which transferred from the date they commence work thereat except as modified in the note below, such seniority so established shall be forfeited when released at that point for any cause unless he shall declare in writing that his seniority be made permanent and his home point seniority is relinquished. This must be done prior to being released. He will retain his service date.

**NOTE:** In the application of Rule 23, paragraph (a) (Rule 18 (h) on the Texas and Pacific

and Texas Pacific-Missouri Pacific Terminal), it is agreed that men desiring to be considered for work under provisions of the rule will be required to sign a form indicating their desire, when laid off by reason of force reduction, to transfer to other points where employment is available. Men other than those laid off on the Texas and Pacific, Texas Pacific-Missouri Pacific Terminal, The Fort Worth Belt, Texas and New Mexico Railway, Abilene and Southern Railway, Weatherford Mineral Wells and North Western Railway and The Texas Short Line may indicate on this form their desire to transfer to (a) Master Mechanic's territory only, (b) a district only (Missouri-Illinois Railroad and Union Railway to be considered as part of the Southern District, and Union Terminal-St. Joseph Belt to be considered as a part of the Western District, Missouri Pacific Railroad for purposes of applying this provision), or (c) any point on the Carriers party to this agreement.

Men laid off on the Texas and Pacific, Texas Pacific-Missouri Pacific Terminal, The Fort Worth Belt, Texas and New Mexico Railway, Abilene and Southern Railway, Weatherford Mineral Wells and North Western Railway and The Texas Short Line may indicate on this form their desire to transfer to (a) other points on these carriers only or (b) any point on the Carriers party to this agreement. The form will show their seniority division, as well as their craft, and their seniority date with the date furloughed. They shall also declare on this form that they understand that they are required to accept employment as offered and must report within 15 days of the date notified. The form will also show that they understand that they will not be permitted to cancel or withdraw the desire expressed on the form signed within less than sixty (60) days of the date signed.

A new form may be signed however for the purpose of extending the territory in which the employe is willing to work and/or to express a willingness to accepting temporary work as well as regular assignment. The form shall also state that they understand that if the form is cancelled or withdrawn they will not be permitted to make



another such request within sixty (60) days from the date the request is withdrawn, provided they are in a furlough status during this period of time.

In the event a man who signs one of the forms requesting work at other points under Rule 23 is recalled and goes into service as a regular assigned man where he holds point seniority, the last request signed shall be considered cancelled, and if he is again furloughed it will be necessary for him to submit a new request.

Employees desiring to be used for temporary service at other than the point where they hold point seniority may so indicate in a space to be provided on the form, but unless they do indicate their availability for filling temporary vacancies of less than thirty (30) days they will not be called or notified of the work available.

An employee who is working on a temporary vacancy under this agreement will be given opportunity to accept a permanent vacancy under this agreement regardless of his temporary employment.

Failure of an employee to report within 15 days under the provisions of this agreement will act to cancel his request for transfer and he will not again be permitted to exercise the opportunity afforded by Rule 23 (a) for a period of one year, unless unable to report because of sickness of self or immediate family.

A furloughed employee, used to fill temporary vacancies of less than thirty (30) days when they are not the senior employee making application for transfer under Rule 23, will not acquire seniority by reason of such temporary service at the point where service is performed as provided in Rule 23 (b).

When two or more men are needed at the same point at the same time and men are transferred to that point under the provisions of Rule 23 as agreed on herein, their seniority standing at that point will be fixed not by the time that they go to work but will establish a seniority date as of the time the first man goes to work in the order of their seniority dates at their home points. If new men are employed while a call is out such new employee will not acquire a seniority date until the expiration of 15 days after the date of the call. Rule 25 (e) on the Missouri Pacific and Rule 20 (d) on the Texas and Pacific and Texas Pacific-Missouri Pacific Terminal are modified accordingly.

Employees transferring under Rule 23 will have their vacations rescheduled to meet the needs of the service at the point to which transferred, seniority to govern in the selection of the available dates.

Men on the Texas and Pacific, Texas Pacific-Missouri Pacific Terminal, Union Terminal-St. Joseph Belt Railway, The Fort Worth Belt, Texas and New Mexico Railway, Abilene and Southern Railway, Weatherford Mineral Wells and North Western Railway and the Texas Short Line who are laid off on the effective date of this agreement will file request for transfer within thirty (30) days thereafter or all rights to transfer will cease until 120 days after the effective date of this agreement.

4. It is agreed that service rendered for any of the Carriers party to this Agreement by employees transferring will be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes.

5. Furloughed employees off of any of the above railroads will be accepted by the other regardless of age and without the requirement of submitting to a physical re-examination, unless the employee had been furloughed for more than one calendar year.

6. This Agreement shall be without prejudice to the rights of employees represented by the organizations signatory hereto, under the Agreement of May 21, 1936, Washington, D. C., with respect to "co-ordinations," as defined in said Washington Agreement, by and between the Carriers party hereto, nor shall refusal of an opportunity afforded an employee to transfer hereunder, where it would require a change in his residence, deprive him of any rights or benefits to which he would otherwise be entitled under said Washington Agreement, unless and until agreement is reached with respect thereto, by and between the parties hereto, in connection with a Washington Agreement coordination.

This Agreement shall be effective January 24, 1962.

Signed at St. Louis, Missouri, this 24th day of January, 1962.

(360-926-9) (360-852-21)

(Signatures not reproduced)

From Memorandum Agreement between The Texas and Pacific Railway Company, Texas Pacific-Missouri

Pacific Terminal Railroad of New Orleans and System Federation No. 121 signed at St. Louis, Missouri, on July 11, 1966: 2. Employees selected for promotion who have transferred under the Memorandum of Agreement of January 24, 1962, as amended by the Memorandum of Agreement dated January 9, 1964, making Rule 23 applicable to The Texas and Pacific, must make the election provided for in Rule 23 (b) prior to being released as mechanic to accept the promotion.

360-1977-100

T-33004-6

## NOTES

## NOTES

## NOTES

## NOTES

**AGREEMENT  
Between The  
UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

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Based on the Parties' discussion, it is agreed that effective August 1, 2007, the individual Rules of the Collective Bargaining Agreements pertaining to paying off are herewith modified. Such Rules are: Rule 27 of the October 1, 1993 (SPRR-WL); Rule 20 of the June 1, 1960 (MPRR); Rule 25 of the November 1, 1976 (UPRR); Rule 18 of the July 1, 1999 (UPRR); Rule 22 of the July 31, 1980 (DRGW); Rule 23 of the July 1, 1921 (CNW); Rule 18 of the August 1, 1969 (TPRR).

**"Rule . Paying Off.**

Employees will be paid semi-monthly either by electronic deposit, mail service or during regular working hours. Where existing state laws provide more desirable paying off conditions, such conditions shall govern. Where there is a shortage equal to more than one (1) day's pay of an employee, if requested, payment will be issued to cover the shortage. Employees leaving the service of the Carrier will be furnished with payment for all time due as soon as possible.

If payday falls on Sunday or a designated holiday, employees will be paid on the preceding day."


If the Carrier serves notice to cancel the Flex Day Agreement dated July 18, 2007, the Organization may terminate this Paying Off Agreement by serving a thirty (30) day written notice to the Carrier. This Agreement is entered into to address a unique circumstance and will not be cited by either party in any future negotiations, national or local.

Signed this 18<sup>th</sup> day of July, 2007.

**FOR THE:  
INTERNATIONAL ASSOCIATION  
MACHINISTS**

  
GENERAL CHAIRMAN, IAM

  
GENERAL CHAIRMAN, IAM

  
ASST TO PRES - DIRECTING  
GENERAL CHAIRMAN, IAM

**APPROVED:**

  
PRES - DIR. GEN. CHAIRMAN, IAM

**FOR THE:  
UNION PACIFIC RAILROAD**

  
GENERAL DIRECTOR LABOR RLNS



June 25, 2015

230-37

Mr. Jim Davis  
General Chairman IAMAW  
25 Lucy Lane  
Sherwood, AR 72120

Mr. Derrick Battle  
General Chairman IAMAW  
13134 Sweetgum Shores Drive  
Houston, TX 77044

Ms. Lisa Carter  
General Chairman IAMAW  
18888 Fox Haven  
Brighton, CO 80603

Dear Sirs and Madam:

This refers to our discussions regarding the parties' intent to change the mechanism in which documents related to disciplinary proceeding are provided to the Organization pursuant to the following rules of the governing IAMAW Collective Bargaining Agreements:

UPRR (November 1, 1976):	Rule 37
MP (June 1, 1960):	Rule 32
DRGW (July 31, 1980):	Rule 32
CNW (July 1, 1921):	Rule 35
TP (August 1, 1969):	Rule 24
SPWL (October 1, 1993):	Rule 39
Roadway-M/W (June 1, 2009):	Rule 37

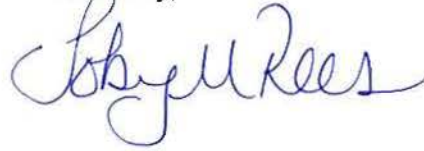
Based on our discussions, the Organization is agreeable to receiving all Notices of Investigation, postponements, transcripts and exhibits and Discipline Assessment Letters via electronic mail effective July 1, 2015.

The Carrier will electronically deliver all discipline documents covered by the above referenced rules of the Collective Bargaining Agreements to the emails as provided by the Organization. Therefore, please provide all pertinent email addresses to this office prior to the July 1, 2015 effective date.

It is further agreed that the date of receipt for such electronic documents will be the date the documents are sent.

If the above reflects our understanding, please sign in the space provided below to indicate your concurrence.

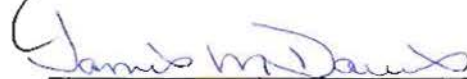
Sincerely,



AGREED:



General Chairman IMAW



General Chairman IMAW



General Chairman IMAW

Cc: Sharon Boone, General Director Labor Relations  
Kali Landmark, Manager Labor Relations  
Tarry Johnson, Labor Relations Officer