

# AGREEMENT

Between

THE COLORADO & WYOMING  
RAILWAY COMPANY

And

EMPLOYEES REPRESENTED BY:

INTERNATIONAL ASSOCIATION  
OF MACHINISTS  
AND AEROSPACE WORKERS

Effective January 1, 1980

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# GENERAL RULES

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## **Rule 1. Hours of Service**

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

## **Rule 2. One Shift.**

(1) When one shift is employed, the starting time shall be not earlier than 7 a.m., nor later than 8 a.m. The time and length of the lunch period shall be arranged by mutual agreement.  
Present practice on Northern and Southern Divisions to continue.

## **Rule 3. Two Shifts.**

(1) Where two shifts are employed, the starting time of the first shift shall be governed by Rule 2, and the second shift shall start immediately following the close of the first shift or not later than 8 p.m. The spread of the second shift to consist of eight (8) consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

## **Rule 4. Three Shifts.**

(1) Where three shifts are employed, the starting time of the first shift shall be governed by Rule 2, and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight consecutive hours.

**Rule 5. Meal Period.**

(1) A meal period of twenty (20) minutes for lunch between four and one-half and six hours after start of shift will be allowed without deduction in pay.

**Rule 6. Overtime.**

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

(2) 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.

(3) Service performed by a regularly assigned hourly or daily rated Employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of this assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying for service under this rule, nor will it be paid for under the provisions hereof.

**Rule 7. Employees Called for Service.**

(1) Employees called or required to report for service and reporting but not used, will be paid a minimum

of four (4) hours at straight time rates.

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

(3) For continuous service after regular working hours, employee will be paid time and one-half on the actual minute basis. For continuous service after regular working hours, employees shall not be required to render service for more than two (2) hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

(4) 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 (1) hour, the advance period to be not more than one (1) hour.

(5) 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 employee's regular shift, shall be paid at rate of double time.

(6) 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 rate on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for such as attending court be utilized for this purpose except when such payments apply during assigned working hours in lieu of pay for such hours.

(7) Employees regularly assigned to work on holidays or those called to take the place of such

employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

**Rule 8. Distribution of Overtime.**

(1) When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours to equalize the time. Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally. The responsibility of distributing the overtime equally rests with the local chairman of the craft involved.

**Rule 9. Overtime - Changing Shifts.**

(1) Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. If it becomes necessary to create a relief job in which the assigned relief man is compelled to perform work on different shifts in order to have 5 work days included in his assignment, such employee will not be paid overtime rates for changing shifts to perform the work on the shifts included in his assignment. If such employee is required to change shifts for any other reason, this exception shall not apply to such other shift changes.

**Rule 10. Filling Vacancies.**

(1) 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 change.

**Rule 11. Employees on Night Shift Desiring Day Work.**

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

**Rule 12. When New Jobs are Created  
Or Vacancies Occur.**

(1) 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, be given preference in filling such new jobs or any vacancies that may be desirable to them.

(2) All 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.

(3) Employees bidding in and assigned to a new position or vacancy will take the relief day of such new position or vacancy.

**Rule 13. Promotions.**

(1) Mechanics in service will be considered for promotion to positions of foreman.

(2) When vacancies occur in positions of gang foreman, employees from the respective crafts will have preference in promotion.

(3) It is the policy of the Company to promote its own employees and only when competent employees cannot be found in the ranks or when competent employees will not accept vacancies or new positions will it be the disposition of the Company to vary from this policy.

**Rule 14. Employee Transfer.**

(1) 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 15. Absence From Work.**

(1) When the requirement of the service will permit, employees, on request, will be granted leave of absence for a limited time, with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefore by the proper official and committee representing his craft.

**Rule 16. Absence From Work.**

(1) In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or any other good cause, shall notify the Foreman within twenty four hours.

**Rule 17. Faithful Service.**

(1) 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, if available, in their line as they are able to handle.

**Rule 18. Attending Court or Investigations.**

(1) When attending Court as witnesses for the Company, employees will be reimbursed for reasonable expenses and paid eight (8) hours each day or part thereof including Sundays and holidays for such Court service. When necessary, the company will furnish transportation and employee will be entitled to certificates for witness fees in all cases.

(2) When employees are required to report outside

of their regular bulletin hours to act as witnesses for the company in investigations, they shall be paid as per Rule 6, Paragraph (1).

**Rule 19. Paying Off.**

(1) Employees 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. Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage. Employees leaving the service of the company, will be furnished with a time voucher covering all time due within twenty-four (24) hours where pay certificates are issued and within forty-eight (48) hours at other points, or earlier when possible.

(2) During inclement weather provision will be made where building are available to pay employees under shelter.

**Rule 20. Reduction of Forces.**

(1) When it becomes necessary to reduce expenses, the force at any point or in any department shall be reduced; seniority as per Rule 22 to govern. Employees affected will give written notice to the foreman, with copy to the Local Chairman of their intention to exercise seniority rights within five (5) days after receiving notice of reduction, and will take the rate of the job to which assigned.

(2) Not less than five working days' notice will be given employees affected before the abolishment of a position or reduction in forces is made. Lists will be furnished the local committee.

(3) In the restoration of forces, employees will be restored to service in accordance with their seniority if available within fifteen (15) days unless an extension of

time is granted by mutual consent of the local committee and the foreman in charge. The local committee shall be furnished with a list of the employees to be restored to service.

(4) Employees restored to service will not be laid off again without the five (5) working day's advance notice provided in this Rule.

(5) a. Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such **notices** under **emergency** conditions, such as flood, show storm, hurricane, tornado, earthquake, fire or **labor dispute** other than as covered by paragraph (b) below, provided that such conditions result in suspension of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an **emergency force reduction** and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

(5) b. Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of a carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.



**Rule 21. Employees Required to Work When Shops are Closed Down.**

(1) 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 22. Seniority.**

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

(2) Seniority lists will be posted in January of each year and open to inspection. Copy to be furnished to the local committee. Protest must be filed within 60 days from date of posting.

**Rule 23. Assignment of Work.**

(1) None but mechanics regularly employed as such shall do mechanics' work as per special rules of each craft, except foremen at points where no mechanics are employed.

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

(3) At outlying points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as they are capable of doing so, perform the work of any craft that it may be necessary to have performed.

(4) In compliance with the special rules included in this agreement, none but mechanics in their respective crafts shall operate oxyacetylene, thermit, or electric welders; where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service.

(5) When performing the above work for four (4) hours or less in any one day, the employees will be paid the welders' 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 24. Foremanship Filling Temporarily.**

(1) Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate - straight time for straight time hours and overtime for overtime hours - if greater than the foremen's rate. Said positions shall be filled only by mechanics of the respective craft in their departments.

**Rule 25. Filling Vacancies - Rates of Pay.**

(1) An employee required to fill a temporary vacancy, paying a higher rate of pay, shall receive the higher rate, but if required to fill temporary a vacancy paying lower rate, his rate will not be changed. This does not, however, apply in reduction of force.

(2) When an employee is used on work paying a higher rate of pay for four hours or less, in any one day, he shall be paid the higher rate on the minute basis, with a minimum of one hour; for more than four hours in any one day, the higher rate will apply for that day.

**Rule 26. Applications for Employment.**

(1) Applicants for employment may be required to take physical examination at the expense of the carrier to determine the fitness of the applicant to reasonably perform the service required in his craft or class. They will also be required to make a statement showing address of relatives, necessary four years experience, and name and local address of last employer.

(2) An employee who enters the service of the

Company shall be accepted or rejected within sixty (60) days from the date he entered service. If not notified to the contrary within such sixty (60) day period it shall be understood that he becomes an accepted employee.

**Rule 27. Personal Injuries.**

(1) Employees sustaining injuries in accidents arising out of and in the course of their employment are required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention in such cases shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so; PROVIDED, HOWEVER, that such injured employees remaining away from work after recovery shall not be held to be entitled to Compensation after they are able to return to work.

**Rule 28. Conditions of Shops, Etc.**

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

**Rule 29. Notices.**

(1) A place will be provided inside all shops and roundhouses where proper notices of interest confined to subject in which the management and employees only are involved may be posted.

**Rule 30. Protection to Employees.**

(1) Employees will not be required to work on engines or cars outside of shops during inclement

Weather if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains. 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. Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

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

**Rule 31. Housekeeping.**

(1) The Management, with the co-operation of the employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

**Rule 32. Help to be Furnished.**

{1) Mechanics will be furnished sufficient competent help. When experienced helpers are available, they will be used in preference to inexperienced men. Laborers, when used as helpers, will be paid the helpers' rate.

**Rule 33. Scrapping Equipment.**

(1) Work of scrapping engines, boilers, tanks and cars or other machinery will be done by crews under the direction of a mechanic.

NOTE: In the application of this rule, it is understood that crews will consist of helpers and laborers.

**Rule 34. Blue Flag.**

(1) Repairmen, inspectors, and other workmen working in, on, under or about cars, or other equip-

ment, shall protect themselves against movement of such equipment by a blue flag, or flags by day and a blue light, or lights, by night, placed at one or both ends of an engine, car or train, as the situation may require. Such flag, or light indicates that workmen are under or about it. When thus protected, it must not be coupled to or moved. Workmen will place such blue signals and the same workmen are alone authorized to remove them. Other cars must not be placed on the same track so as to obstruct the view of the blue signals without first notifying the workmen, and then only after the workmen have removed the blue signals.

FRA rules take precedent.

Reference: Blue flag rule in Safety Rules.

**Rule 35. Engines Placed Under Smokejacks.**

(1) All engines will be placed under smokejacks in roundhouses, where practicable, when being fired up.

**Rule 36. 40-Hour Work Week.**

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

(2) The expressions "positions" and "work" used in this Rule refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the workweek of individual employees.

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

(4) Positions.

(a) Five-day Positions.

On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(b) 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.

(c) 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.

(d) Regular Relief Assignments.

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

Assignments for regular relief positions may be on different days, including 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 employees whom they are relieving.

(e) Deviation from Monday-Friday Week.

If in positions or work extending over a period of five days per week, an operation problem arises which the Carrier contends cannot be met, under the provisions of this Rule, Section 4, Paragraph (a), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect,

the dispute may be processed as a grievance or claim under the rules agreements.

(f) Non-Consecutive Rest Days.

The typical workweek 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 (b), (c) and (d), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to Section 4, Paragraph (d) of this Rule.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this Rule.
- (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 or extra men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with the two non-consecutive days off.

- (7) The least desirable solution of the problem would be to work some regular employee on the sixth or seventh days at overtime rates and thus withhold work with additional relief men.
- (8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided by working certain employees in excess of five days per week.

**Rule 37. Cost-free Union Dues Deduction Agreement.**

(1) Within 60 days following request by the organizations, each railroad party to this Agreement and the organizations signatory to this Agreement will reach an understanding or agreement to modify their union dues deduction agreement (or, if there is no dues deduction agreement), effective with the first calendar month following 60 days after the date of such agreement (unless otherwise agreed to), which will conform to the following guidelines:

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



- (b) No costs will be charged against the organizations or the affected employees in connection with the dues deduction agreement.
- (c) Appropriate written agreement form executed by the individual involved must be in the hands of the designated railroad officer at least 30 days in advance of the first payroll deduction scheduled for that individual; provided, however, that dues deduction assignments currently in effect need not be re-executed and may be continued in effect subject to their terms and conditions.
- (d) The dues deduction amounts may not be changed more often than once every three months.
- (e) The parties to the dues deduction agreement will mutually agree on the payroll period on which the deductions uniformly will be made.
- (f) The dues deduction agreement will include appropriate priorities of deductions in cases where the individual's paycheck is insufficient to permit deduction of the full amounts specified on the deduction lists. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement:

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

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

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

**Rule 38. Employee Information.**

(1) Carriers will provided each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads cannot meet the 30-day requirement, the matter will be worked out with the General Chairmen.

# Special Rules Machinists

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## Rule 1. Qualifications.

(1) 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, planning, grinding, finishing, or adjusting the metal parts of any machine or locomotive, shall constitute a machinists.

## Rule 2. Classification of Work.

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

(2) Machinists' work shall include re-railing of engines including the inspection. Such service shall be paid for under Rule 7. In the event the machinist is not used for such work, payment shall be made for each violation, in accordance with the provisions of Rule 7, Paragraph 4, to the appropriate employee under Rule 8.

**Rule 3. Machinist Helpers.**

(1) Helpers' work shall consist of helping machinist, operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus; machinery, locomotive oiling box packing, operation of overhead and portable cranes used in connection with machinists; work and all other work generally recognized as helpers' work.

(2) Machinist Helpers assigned to work on machinery oiling, locomotive oiling, lubricating truck center bearings, idlers, pilot bearings, pin, rollers, linkage, etc., will be paid ten cents (\$0.10) per hour above their rate.

(3) Machinist Helpers assigned to operating overhead crane will be paid ten cents (\$0.10) per hour above their rate.

NOTE: It is understood and agreed that regular assignments will be made on the first shift on positions of locomotive oiling, and an additional assignment on the position of crane operator.

**Rule 4. Differentials for Machinists.**

(1) 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 allowed six cents (\$0.06) per hour above the machinists' minimum rate at the point employed for the days on which such inspections are made.

Autogenous welders shall receive six cents (\$0.06) per hour above the minimum rate paid mechanics at the point employed.

**Rule 5. Incidental Work Rule.**

(1) At work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a running repair work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. This rule applies only to work performed on rolling stock.

(2) Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances in order to accomplish a specific main work assignment, e.g., remove generator, replace governor, repair radiator, etc.

(3) Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish a specific main work assignment, except that when the time normally required to accomplish the incidental work exceeds one hour the rule shall not apply to such work assignment.

(4) In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental work regardless of how much or how little time it might require.

(5) Inspection is not incidental work. It is always the main work assignment and is to be treated under this rule as any other main work assignment. Whatever inspection work was possessed before the incidental work rule is not changed in any way by this rule. If, however, during the course of an inspection running work is performed, then the incidental work rule comes into play and will allow the craft whose work it is to perform the main work assignment, provided that the time limitations of paragraph (3) above are met.

(6) Repair time will be counted as a part of the main assignment only when the repair is performed by a mechanic assigned to the main work assignment.

(7) If there is a question raised as to whether or not the incidental work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may make a request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour. Request for time checks will be granted when the request is made by the Shop Committee. Nevertheless, both parties are entitled to protection against the inconvenience of unreasonably repetitive requests for time checks. Therefore to the extent that repetitive assignments practicably can be standardized with respect to the various types of rolling stock, the local parties should do so. They should conduct a sufficient number of time checks to arrive at a normalized time for such standardized assignments which then should be used to govern applications of the rule to that work. If a time check (or checks) indicates that the time normally required to perform the incidental work exceeds the time required to perform the main work assignment, the time required to perform the main

work assignment or exceeds one hour, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

(8) So-called "kite tail" rules in schedule agreements on the individual carriers, insofar as those rules apply to running repairs on rolling stock, are superseded by this rule.

**Rule 6. Upgrading of Crafts Other Than Carmen.**

It is agreed that when qualified, employable mechanics are not available, helpers may be advanced to position of mechanics as needed under the following conditions:

- (1) Helpers with four (4) or more years' experience as helpers may be advanced to positions as mechanic. Senior qualified helpers will be selected for advancement to position as mechanic jointly by the Local Management and the Local Committee subject to approval of the General Chairman of the craft involved. Questions arising in connection with qualifications of any helper for promotion may be handled in accordance with the provisions of "Time Limit on Claims" rule.
- (2) Helpers advanced to positions as mechanics under terms of the agreement will continue to retain and accumulate seniority as helpers. Any final determination of the seniority of helpers as mechanics, advanced under this agreement, will be settled by conference between the General Committee and the Management at any time in the future.
- (3) When qualified, employable mechanics are available, they will displace helpers who have been advanced to position of mechanic.
- (4) Helpers will be advanced to position of mechanic to fill vacancies or regular men laying off on personal account for five (5) days or less.

(5) Helpers advanced under the provisions of this agreement will receive not less than the minimum mechanics' rate of pay for the time they are engaged in mechanics' work.

{6) This Memorandum of Agreement will be terminated upon thirty {30} days notice of cancellation served by either party signatory hereto upon the other.

**Rule 7. Upgrading of Machinists' Helpers.**

{1) Helpers with four (4) years or more experience as helpers, may be advanced to the position as mechanic.

Senior qualified helpers will be jointly selected by the local management and local committee.

Advanced helpers will retain and continue to accumulate seniority as helpers.

Any final determination of the seniority of helpers as mechanics advanced under this agreement will be settled by conference between the Chief Mechanical Officer and the General Chairman at any time in the future.

(2) In no instance will helpers be advanced to fill temporary vacancies of less than then (10) days duration.

{3) Helpers advanced under the terms of this agreement will receive not less than the mechanics rate of pay for the period of their advancement.

Vacation assignments will be made on the basis as mechanics and vacation payments will be made at the mechanics rate of pay.

(4) Qualified mechanics shall be employed when available in preference to retaining helpers.

(5) This agreement shall become effective as of August 1, 1961 remaining in full force and effect until terminated by serving thirty {30} days written notice of cancellation upon the carrier.



**Rule 8. Entry Rates.**

(1) Service First 12-months.

Employees entering service on and after the effective date of this Rule shall be paid as follows for all service performed within the first twelve (12) calendar months of service:

- (a) For the first twelve (12) calendar months of employment, new employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered. However, an employee promoted to a higher class shall not be paid at a rate of pay lower than the rate he would have been paid had he remained in the lower class.
- (b) When an employee has completed a total of twelve (12) calendar months of employment in any shop craft position (or combination thereof) the provisions of sub-paragraph (a) above will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position will be paid at the full applicable rate after completion of a total of twelve (12) calendar months combined employment.
- (c) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.
- (d) The reduced rates provided by this Rule are not applicable to apprentices, trainees, student mechanics, journeymen (not upgraded) mechanics and foremen.

The foregoing rates of pay, rules and regulations, including attachments, herein set forth constitute in

Their entirety the contract of wages and working conditions between The Colorado & Wyoming Railway Company and its employees represented by the International Association of Machinists which contract supersedes the Agreement effective March 1, 1941, revised February 1, 1958 and May 1, 1968. This contract as rewritten becomes effective January 1, 1980, and will remain in full force and effect thereafter, subject to the governing provisions of the Railway Labor Act, as amended.

# Rates of Pay Machinists

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## Rates of Pay Effective July 1, 1980

International Association of Machinist  
and Aerospace Workers.

### Entry Pay Rate:

Job No.	Title:	Rate of Pay
31221	Machinist Differential Welder	\$8.85
31226	Machinist	\$8.79
31227	Machinist Helper	\$7.54
31259	Machinist Helper Differential Oiler	\$7.64
31263	Machinist Helper Differential Crane Operator	\$7.64

Cost of Living on Entry Pay \$0.47

Job No.	Title:	Rate of Pay
30111 *	Shop Foreman	\$10.37
31121 ***	Machinist Differential Welder	\$9.83
31126 *	Machinist	\$9.77
31127	Machinist Helper	\$8.38
31128	Machinist Apprentice-1 <sup>st</sup> 130 Days	\$7.53
31129	Machinist Apprentice-2 <sup>nd</sup> 130 Days	\$7.58
31130	Machinist Apprentice-3 <sup>rd</sup> 130 Days	\$7.64
31131	Machinist Apprentice-4 <sup>th</sup> 130 Days	\$7.72
31132	Machinist Apprentice-5 <sup>th</sup> 130 Days	\$7.80
31133	Machinist Apprentice-6 <sup>th</sup> 130 Days	\$7.88
31134	Machinist Apprentice-7 <sup>th</sup> 130 Days	\$8.10
31135	Machinist Apprentice-8 <sup>th</sup> 130 Days	\$8.23
31159 ***	Machinist Helper Differential Oiler	\$8.49
31163 ***	Machinist Helper Differential Crane Operator	\$8.49

\* Participants in the Morse Board Award

\*\* Participants in \$0.06 per hour allowance not subject to increase

\*\*\* Participants in \$0.10 per hour allowance not subject to increase

Cost of Living on Base Pay \$0.52

## Cost of Living Adjustment

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### Section 1. Amount and Effective Dates of Cost-of-Living Adjustment

- (a) A cost-of-living adjustment increase of 25 cents per hour will be effective as of January 1, 1979. This amount plus 18 cents for a total of 43 cents will be carried forward as an allowance (to be paid in addition to basic rates but not incorporated in basic rates) until June 30, 1979 at which time subparagraph (e) (i) hereinafter will apply to such allowance.
- (b) The Cost-of-Living allowance resulting from the adjustment provided for in paragraph (a) above will subsequently be adjusted, in the manner set forth in and subject to all provisions of paragraphs (f) and (g) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment, and further cost-of-living adjustments which will be made effective the first day of each sixth month thereafter, will be based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (f) (ii) below, according to the formula set forth in paragraph (g) below:

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Measurement Periods		Effective Date of Adjustment (3)
Base Month (1)	Measurement Month (2)	
September 1978	March 1979	July 1, 1979
March 1979	September 1979	Jan. 1, 1980
September 1979	March 1980	July 1, 1980
March 1980	September 1980	Jan. 1, 1980

- (c) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight-time, overtime, vacations, holidays and to special allowances and arbitrables in the same manner as basic wage adjustments have been applied in the past.
- (d) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.
- (e)
  - (i) Effective as of June 30 and December 31 or each year, 50% of the cost-of-living allowance then in effect will be incorporated into basic rates of pay for all purposes, and the cost of living allowance will be reduced by 50%.
  - (ii) If as of June 30 and December 31 of any year prior to the incorporation referred to in subparagraph (i) the amount of the cost-of-living allowance in effect should be an odd number of cents, the amount which will be incorporated into basic rates of pay will be the number of whole cents next above 50% of the amount of the cost-of-living allowance then in effect, and the cost-of-living allowance will be reduced by that amount.
  - (iii) The provisions of this paragraph (e) will have no effect on the amount of cost-of-living allowance in effect as of March 31, 1981.

Disposition of that allowance or any portion thereof will remain for handling in connection with notices which may be served on or after January 1, 1981.

- (f) **CAP.** (i) In calculations under paragraph (g) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

Effective Date of Adjustment (1)	Maximum C.P.I. Increase Which May Be Taken into Account (2)
July 1, 1979	8% of March 1978 CPI, less increase from March to Sept. 1978
Jan. 1, 1980	4% of March 1979 CPI
July 1, 1980	8% of March 1979 CPI, less increase from March to Sept. 1979
Jan. 1, 1981	4% of March 1980 CPI

- (ii) Inasmuch as the increase in the BLS Consumer Price Index from the base month of March 1978 to the measurement month of September 1978 exceeded 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective July 1, 1979 will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the Index which may be taken into account will be 8% of such March base index less the 4% mentioned in the preceding clause. The same procedure will be followed in determining the July 1, 1980 adjustment if the increase in the BLS Consumer Price Index from the base month of March 1979 to the measure-

ment month of September 1979 exceeds 4%; and to the maximum index increase of 8% of the March base less the 4% increase from March to September, there will be added any residual tenths of points which had been dropped under paragraph (g) below in calculation of the cost-of-living adjustment which will have become effective the January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1978 to the measurement month of March 1979 in excess of 8% of the March 1978 base index, or from the base month of March 1979 to the measurement month of March 1980 in excess of 8% of the March 1979 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(g) **Formula.** The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (f) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance of 21 cents per hour which will become effective June 30, 1979 as result of application of paragraph (e) (i) will be adjusted (increased or decreased) effective July 1, 1979 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (f) above, in the BLS Consumer Price Index during the measurement period from the base month of March 1978 to the measurement month of March 1979. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the allowance



Which will have become effective June 30, 1979 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

Except for the substitution above of a twelve month measurement period, as provided for in paragraph (f) (ii), for the normal six month measurement period, the same procedure will be followed in applying subsequent adjustments.

(i) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

## **Section 2. Application of Cost-of-Living Adjustments.**

In application of the cost-of-living adjustments provided for by Section 1 of the is Article III, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1 (e). Such allowance will be applied as follows:

**(a) Hourly Rates** -Add the amount of the cost-of-living allowance to the hourly rate of pay produced

by application of Article II and by Section 1 (e) of this Article III.

**(b) Daily Rates** - Determine the equivalent hourly rate by dividing the established daily rate by the number of hours comprehended by the daily rate. The amount of hours comprehended by the daily rate shall be added to the daily rate produced by application of Article II and by Section 1 (e) of this Article III.

**(c) Weekly Rates** - Determine the equivalent hourly rate by dividing the established weekly rate by the number of hours comprehended by the weekly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the weekly rate shall be added to the weekly rate produced by application of Article II and by Section 1 (c) of this Article III.

**(d) Monthly Rates** - Determine the equivalent hourly rate by dividing the established monthly rate by the number of hours comprehended by the monthly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate produced by application of Article II and by Section 1 (e) of this Article III.

**(e) Piece Work** - Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

**(f) Application of Wage Increases** - The increases in wages produced by application of the cost-of-living allowance shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto.

Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered will not be increased.

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# Holidays

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Employees covered by this agreement shall receive Holiday pay in accordance with the terms and conditions of the National Holiday Pay Rule dated August 21, 1954 as subsequently amended.

## Section 1.

Subject to the qualifying requirements applicable to regularly assigned employees contained in Section 2 hereof, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

- |                       |               |
|-----------------------|---------------|
| New Year's Day        | Labor Day     |
| Washington's Birthday | Veteran's Day |
| Good Friday           | Thanksgiving  |
| Memorial Day          | Christmas Eve |
| Independence Day      | Christmas     |

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section 2 hereof, all others who have been employed on hourly or daily rated positions shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him for each of the above identified holidays if the holiday falls on a work day of the work week as defined in Section 2 hereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 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 begin-

ning 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.

## **Section 2.**

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.

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the workday preceding and the workday following the holiday they satisfy one or the other of the following conditions:

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

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

For purposes of Section 1, the workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees

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

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

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

### **Section 3.**

(a) When any of the ten recognized holidays enumerated in Section 1 of this Article, or any day which by agreement, or 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.

Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby except that under no circumstances will an

Employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday.

# Vacations

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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 subsequent amendments thereto.

## Section 1.

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

(b) An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred then (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 then (110) days (133 days in the year 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 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) 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 nine (9) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1979, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eighteen (18) 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 in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eighteen (18) of such years, not necessarily consecutive.

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

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

(g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated ser-

Vice and years of continuous service for vacation qualifying purposes under this Agreement.

(h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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

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

calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

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

(l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefore to his employing officer, a copy of such request to be furnished to his local or general chairman.

An employee's vacation period will not be extended by reason of any of the ten recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day,

Veteran's Day, Thanksgiving, Christmas Eve, and Christmas) or any day which by agreement has been substituted or is observed in place of any of the ten holidays enumerated above, or any holiday which by local agreement has been substituted therefore, falling within his vacation period.

# Jury Duty & Bereavement Leave

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## Jury Duty

Insofar as applicable to the employees covered by this Agreement, Article III - Jury Duty - of the Agreement of September 2, 1969, is hereby amended to read as follows:

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When a n employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not

the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

(a) ends within four hours of the start of his assignment; or

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

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

This Article shall become effective fifteen (15) days after the date of this Agreement.

#### **Bereavement Leave**

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

#### **Application of Bereavement Leave Rule**

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

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

(a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;

(b) three consecutive calendar days, ending the day of the funeral service; or

(c) three consecutive calendar days, ending the day following the funeral service.

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

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

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

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

A-3: A maximum of two days.

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

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

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

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



# Time Limit on Claims

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(1) All claims or grievances arising on or after January 1, 1955 shall be handled as follows:

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

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

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

In order to comply with the order of succession rule in handling of grievances, all claims or grievances will be submitted in the following order:

- 1) Superintendent
- 2) Vice President
- 3) President

(2) With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the

Manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 16 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

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

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

(5) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action

Is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

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

# Grievances

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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 employee.

No employee shall be disciplined without a fair hearing by designated officer of the carrier. Suspension in proper cases pending a hearing which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing, such employee and his duly-authorized representative will be apprised of the precise charge and given reasonable opportunity to secure the presence of necessary witnesses. If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired, and compensated for the wage loss, if any, resulting from said suspension or dismissal, and reinstatement of all health and welfare benefits.

All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen.

# Union Shop Agreement

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This Agreement made this 13<sup>th</sup> day of March, 1953, by and between the Colorado & Wyoming 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 altar, 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

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occupying positions which are excepted from the bulletining and displacement rules of the individual 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 Agreement governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees 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 or ex-service men shall not be terminated by reasons of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purpose of applying this agreement.

(c) Employees 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 employees 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) Employees 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 or 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 employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

#### **Section 4.**

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to enter the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For pur-



poses of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

#### **Section 5.**

(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until the carrier 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, or any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be give the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice request the carrier in writing by Registered 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 therefore. Notice of the date set for hearing shall be promptly

given the employee 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 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 represent-

tative, 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 selection may be extended in individual cases by written agreement between the carrier and the organization.

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

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

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

#### **Section 6.**

Other provisions of this agreement to the contrary notwithstanding the carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee 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 employee does not request a hearing. The employee 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 employee 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 employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other

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

#### **Section 8.**

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

tend 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 10.**

(a) The carrier shall periodically deduct from the wages of employees 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 employee 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 agreements 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 April 1, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the carrier and those employees represented by each organization signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.



# Employee Protection

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## ARTICLE 1 Employee Protection

### Section 1.

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

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

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

### Section 2.

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable as more specifically outlined below, with respect to

Employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

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

### **Section 3.**

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

it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

#### **Section 4.**

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

#### **Section 5.**

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

"Section 6 (a) No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed as a result of

such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing 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 right to secure another available position, which does not require a change in residence, to which he is entitled under a 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 employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve [12] months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall

be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work shall be paid the difference, less compensation for any time lost on account of voluntary absence 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 shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while 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 year and less than 2 years	6 months
2 years and less than 3 years	12 months
3 years and less than 5 years	18 months
5 years and less than 10 years	36 months
10 years and less than 15 years	48 months
15 years and over	60 months

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

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

(c) An employee shall be regarded as deprived of his employment and entitled to a coordina-

tion 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 employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure another position on his home road or a position in the coordinated operation.

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

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

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

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing carrier for other 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 employees under the working agreement.

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

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation ) his coordination allowance



shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

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

(1) Failure without good cause to return to service in accordance with working agreement after being notified of a 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.**

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

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

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

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

(a) Length of service shall be computed as provided in Section 7.

(b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination.

**Section 8.**

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

**Section 9.**

Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a

result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

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

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other

Personal effects under the conditions imposed in paragraph (a) of this section.

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

## **Section 10.**

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

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

(1) If the employee owns his own home in the locality from which he is required to move, he shall at this option be reimbursed by his employing carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of

the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

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

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

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

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

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises; and in the event they are

Unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner:

One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party.

#### **Section 11.**

When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate for application in the particular case; provided however, that under terms of 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 Section 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

**ARTICLE II  
Subcontracting**

The work set forth in the classification of work rules of the crafts parties to this agreement will not be contracted except in accordance with the provisions of Section 1 through 4 of this Article 11.

**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 therefore, 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 10 days advanced 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 the 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 being performed by supervisory employees, as employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General 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.

**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 or 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.

#### **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.

# Health and Welfare Benefits

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## **PART A. Health and Welfare Benefits.**

### **Section 1. Continuation of Plan.**

The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided in Section 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language specifying the new benefits and the changes in existing benefit and eligibility provisions is to be worked out by the Joint Policyholder Committee with the insurer.

### **Section 2. Benefit Changes.**

The following benefit changes will be made effective as of January 1, 1979:

(a) Alcoholism Treatment.

For treatment of alcoholism of an employee which has been diagnosed as such by the employee's attending physician, as a result of which the employee is confined at an approved treatment center which provides medical and therapeutic treatment for alcoholism under a program approved by both the attending physician and the insurer, on an inpatient basis requiring full-time participation.

By the patient, and certain evaluation, diagnostic and counseling services; a benefit will be provided to cover charges by the treatment center for room and board, care and treatment, exclusive of custodial care, up to \$50 per day for not more than 31 days per calendar year with a lifetime maximum of \$3,000.

(b) Ambulatory Surgical Centers.

Charges incurred by an employee or dependent for services rendered and supplies furnished by an approved ambulatory surgical center within the time limits and for the purposes specified in the out-patient expense provisions of the plan shall be treated as if they were hospital out-patient expenses.

(c) Second Surgical Opinion.

A benefit will be provided to pay reasonable charges incurred by an employee or dependent for consultations (including the reasonable charges for laboratory and X-ray examinations and other diagnostic procedures in connection therewith) with one or more qualified specialist surgeons for additional opinions as to the medical necessity for the performance of a recommended surgical procedure for which benefits are payable under the surgical expense benefits provisions of the Plan, provided the consultant surgeon examines the patient and furnishes the insurer either copy of his written report to the patient or a written report setting forth his opinion.

(d) Pre-Admission Testing.

Charges incurred by an employee or dependent in connection with pre-admission testing ordered by a physician will be covered as hospital in -patient expenses provided such tests

Are related to the performance of scheduled surgery in connection with a confirmed hospital admission, and (i) the person involved is subsequently admitted to the hospital as a resident in-patient unless the scheduled confinement is cancelled or postponed because of the unavailability of a bed or a change in his condition which precludes surgery or (ii) the surgery is performed in an out-patient facility (which may be an ambulatory surgical center) unless there is a change in the patient's condition which precludes surgery.

(e) Surgical Expense Benefit.

The maximum basic benefit for a surgical procedure will be increased from \$650 to \$1,000; the maximum allowance for administration of anesthetics will be increased from \$162.50 to %250; and the \$650 E Surgical Schedule will be replaced by a \$1,000 E Surgical Schedule.

(f) Hospital Miscellaneous Benefit.

The prov1s1on for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, 'nurses', and physicians[ and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$1,000 plus 80% of the excess over \$1,000," to "not more than \$2,000 plus 80% of the excess over \$2,000.

(g) Out-Patient Expense Benefit, and Supplemental Out-Patient Medical Expense Benefit.

The prov1s1on for reimbursement for hospital out-patient expenses, and the supplemental out-patient medical expense benefit

Provision, covering certain emergency medical care and treatment on account of accidental bodily injuries and additional subsequent medical care and treatment in connection with such emergency care, and medical care and treatment in connection with surgical operations, will be increased to provide for reimbursement for such expenses in full on a reasonable and customary basis (an increase from the maximum of \$100 plus 80% of the excess over \$100).

(h) Ambulance Benefit.

Necessary ambulance charges for transportation to and from hospital for an employee or dependent who is confined as a hospital inpatient, or who receives out-patient care of a nature referred to in (g) above in a hospital, will be provided in full on a reasonable and customary basis (an increase from the maximum of \$25 for such benefit).

(i) Physician's Fee Benefit.

(i) The maximum amount payable on behalf of an employee or dependent for physician charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from \$6.00 to \$10.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$2,190 to \$3,650.

(ii) The maximum amount payable for physicians' office visits by an employee shall be increased from \$6.00 to \$10.00, and for home visits from \$7.50 to \$12.00, per visit limited as at present to one home or office visit per day and a maximum of 130 such visits in a 12-month period; no

Benefit payable for the first visit on account of injury or the first three visits on account of sickness.

(j) Major Medical Expenses Limit Benefit.

A provision will be added to the major medical expense benefit section of the Plan to the effect that if in a calendar year a covered employee or dependent has incurred expenses not otherwise reimbursed under the Plan which aggregate \$2,000 including (i) the individual's cash deductible and (ii) the individual's 20% share of coinsurance under the hospital miscellaneous benefits and major medical expense benefit provisions, all further "covered expenses" of that individual in that calendar year which would otherwise come under the 80%/20% coinsurance provisions will instead be reimbursed under the major medical expense benefit provisions on a 100% basis. The four exclusions in the major medical expense benefit section will apply to this benefit.

(k) Living Tissue Donor Benefit.

Benefit will be provided for the living donor or an organ or tissue to an employee or dependent covered by The Railroad Employees National Health and Welfare Plan, with respect to the donation involved, on the same basis as if the donor were himself an employee covered by the Policy Contract to the extent such donor is not covered under any other health insurance program.

**Section 3. Eligibility.**

The provision under which a new employee becomes a Qualifying Employee, and may become insured and eligible for benefits, on the first day of the first calendar month starting after such employee has

Completed 30 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after August 1, 1978) will become a qualifying employee on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship.

**Section 4. Restructuring.**

The parties to this Agreement will seek to work out with the insurer reasonable and practicable arrangements designed to decrease federal income taxes payable by the insurer in connection with the Plan, to decrease the insurer's reserves for its liabilities under the Plan, or otherwise to lessen the cost of maintaining the Plan without decreasing the benefits or services that the Plan provides.

**PART 8. Early Retirement Major Medical Expense benefit.**

**Section 1. Establishment and Effective Date.**

The railroads will establish an Early Retirement Major Medical benefit Plan to provide specified major medical expense benefits for certain retired or disabled railroad employees and their dependents, to become effective January 1, 1979 and to continue subject to the provisions of the Railway Labor Act, as amended, according to the following provisions:

(a) Employees Eligible.

(i) Age.

An employee who, on or after July 1, 1978, retires at or after 61 years of age under the 60/30 provisions of the Railroad retirement Act of 1974, if immediately prior to the date he retired he was covered for employee or dependent health benefits



under The Railroad Employees National Health and Welfare Plan and had a current connection with the railroad industry.

(ii) Disability.

(a) An employee of a non-hospital association railroad who on or after July 1, 1978 and at or after age 61 was receiving employee health benefits (or still eligible for such benefits under the disability waiver provisions) under The Railroad Employees National Health and Welfare Plan, and who meets the requirements of subparagraph (c) below

(b) An employee of a hospital association railroad who would have met the requirements of subparagraph (a) above in full if he had been an employee of a non-hospital association railroad, and who meets the requirements of subparagraph (c) below.

(c) To be eligible as a disabled employee, an employee must, in addition to fulfilling the requirements of subparagraph (a) or subparagraph (b) above, -

(1) solely because of his disability be prevented from working in his regular occupation;

(2) be entitled to an annuity by reason of disability under the Railroad Retirement Act of 1974; however, he need not have filed application for disability annuity under the Railroad Retirement Act if he is receiving sickness benefits under the Railroad Unemployment Insurance Act, but when he is no longer receiving such

sickness benefits if he does not apply for such disability annuity his eligibility under the Plan will terminate;

(3) have had a current connection with the railroad industry on the date immediately prior to the date on which he became entitled to such disability annuity; and

(4) have had by his eligibility date a total period, consisting of his railroad service prior to the onset of such disability plus the period of such disability itself, totaling not less than 30 years.

(b) Dependents Eligible.

Spouse and dependent children of eligible employees who are within definition of "dependent" in the Railroad Employees National Health and Welfare Plan.

(c) Scope of coverage.

(i) Eligible employees of non-hospital association railroads, and, to the extent provided in Section 3, of hospital association railroads.

(ii) Dependents of eligible employees of either hospital association or non-hospital association railroads.

(d) Duration of Coverage.

(i) Coverage for all covered employees and dependents will begin when the employee becomes eligible under paragraph (a), but not earlier than the effective date; and except that an employee's or dependent's coverage will not begin earlier than such employee's or dependent's eligibility for

Benefits under The Railroad Employees National Health and Welfare Plan ceases.

(ii) Coverage for covered employees will terminate on the earlier of-

(a) The date the employee becomes eligible for Medicare (even though his coverage may not yet have begun, e.g., if a disabled employee becomes eligible for Medicare before he becomes eligible under paragraph (a), or

(b) the date the employee's Railroad Retirement annuity terminates.

(iii) Coverage for all dependents of an employee will terminate on the earlier of-

(a) The date the employee's coverage terminates for any cause other than (1) death or (2) eligibility for Medicare by reason of disability, or

(b) If the employee predeceases dependent(s), or becomes eligible for Medicare by reason of disability, the date the employee would have become eligible for Medicare by reason of age if he had not died.

(iv) Coverage for any dependent will terminate if such individual dependent, while covered -

(a) becomes eligible for Medicare, or

(b) is no longer within the above-referred-to definition of dependent, or

(c) is the widower of a covered employee and remarries.

NOTE: As used in this paragraph d. Duration of Coverage, "Medicare" means the full measure of

Benefits under the Health Insurance for The Aged and Disabled Program under Title IVIII of the Social Security Act, as amended and as it may be further amended, which are normally available to an individual at age 65 or on general disability. Benefits under the Plan will be so adjusted to avoid duplication between Plan benefits and any other Medicare benefits.

{e} Plan

{i} Elements.

{a} Deductible: \$100 per calendar year for each individual.

{b} coinsurance proportions: 80/20, except 65/35 for out-of-hospital mental-nervous treatments.

{c} Lifetime benefit Limit: \$50,000 for each individual.

{ii} Benefits.

Covered benefits will be benefits of the same categories as are covered major medical expense benefits under The Railroad Employees National Health and Welfare Plan.

{iii} The same Coordination of Benefits provisions as in Group Policy Contract GA-23000 will be included.

**Section 2. Administration.**

{a} The railroads, which will be sole policyholder, will work out arrangements for the Plan to be administered and insurance there-under to be provided by the same insurer as is handling those functions under The Railroad Employees National Health and Welfare Plan.

{b} The railroads will work out with the insurer detailed contract language setting forth the eligibility and benefit provisions.

(c) the insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the organizations in the same detail and at the same time that it furnishes such data to the railroads.

(d) Any dividends or retroactive rate refunds or credits will be paid into a special fund or account held by the insurer or into a trust established in connection with the Plan. Withdrawals may be made from such fund, account or trust only to provide or finance benefits.

### **Section 3. Employees of Hospital Association Railroads.**

Hospital association railroads will pay the respective hospital associations such portion of the cost of the plan as is attributable to coverage for retired employees (but not for their dependents) contingent on commitments\* from the hospital associations to provide benefits similar to those provided by the plan to such retired employees of the respective railroads as meet the above eligibility requirements and were members of the hospital association. In absence of such a commitment, no payment such as provided for in this paragraph shall be made to the hospital association involved, and the employees involved will be regarded as employees of a hospital association railroad for purposes of eligibility for early retirement medical benefits but shall be provided such benefits under the national plan the same as employees of non-hospital association railroads. On a railroad on which the hospital association has furnished such a commitment, individual retired or disabled employees who had not been members of the hospital association or who had been such members but elected to leave the association on discontinuing active railroad service, or who forego association benefits, will not have an option of electing coverage under the national plan; nor on a railroad on which there has been no such commitment from the hospital association will individual

Employees have an option of electing hospital association coverage in place of coverage under the national plan.

\* Including acceptance of the following obligation:

If a hospital association having furnished the commitment referred to in Section 3 should subsequently withdraw such commitment, the employees involved will thereafter be provided their benefits under the national plan as provided in the second sentence of Section 3. If any special contribution to the national plan is required to cover any liability which the hospital association may have incurred during the period it covered the employees involved (and while it was receiving the contribution identified in the first sentence of Section 3), which liability the national plan assumes by reason of the employees' coverage begin transferred from the hospital association to the national plan, such special contribution will be made by the hospital association.

**PART C      Dental Benefits.**

**Section 1.      Continuation of Plan.**

The benefits now provided under The Railroad Employees National Dental Plan, modified as provided in Section 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language specifying the changes in existing benefit and eligibility provisions is to be worked out by the Policyholder with the insurer.

**Section 2.      Benefit Change.**

The following changes in the benefit area will be made effective as of January 1, 1979:

(a) The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or dependent in any calendar year will be increased from

\$500 to \$750 for all expenses incurred on or after January 1, 1979.

(b) A limit of 4100 will be placed on the amount of the deductible per calendar year to be paid by all members of an employee's year to be paid by all members of an employee's family to apply as follows:

(i) Any covered individual who has incurred and paid \$50 of covered dental expenses in a calendar year has met the deductible with respect to himself.

(ii) When a covered employee and/or any one or more of his defined dependents have collectively incurred and paid \$100 or covered dental expenses, counting not more than \$50 with respect to any individual, in a calendar year, the deductible has been met with respect to such employee and all his defined dependents.

(c) Extended coverage will be provided for disabled, pregnant, furloughed and discharged or dismissed employees on exactly the same basis as under The Railroad Employees National Health and Welfare Plan.

**Section 3. Orthodontia.**

No charge will be made with respect to benefits for orthodontia, except for the extended coverage provision described in paragraph (c) of Section 2 above.

**PARTD. General.**

**National Health Legislation.**

In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Early Retirement Major Medical benefit Plan, and The Railroad Employees National Dental Plan with respect

To a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

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urance Act. Employees eligible for benefits under this Plan are designated "Eligible Employees."

(b) Insured Employees.

A qualified employee will be insured each month which follows a month in which he rendered compensated service for a participating railroad under the coverage of a schedule agreement held by a labor organization signatory hereto. A qualified employee previously insured who ceased to be insured because of disability (as defined in Paragraph 2 (a)), furlough, leave of absence or discharge, and who returns to work for the same railroad, or who commences work for another railroad at the direction of the management of his home road or by virtue of his seniority on his home road or under the provisions of a protective agreement, a statute, or an order of a regulatory authority, within twelve calendar months after his insurance had terminated, shall gain become insured on the day on which he again renders compensated service under the coverage of a schedule agreement held by a labor organization signatory hereto, and his insurance shall continue for the remainder of that calendar month. An employee who while insured leaves the service of one railroad, and without missing more than one week of work returns to work for another railroad on which he is already qualified employee, will continue to be insured for the remainder of that calendar month. A qualified employee who has ceased to render compensated service may continue to be insured if the participating railroad by which he is employed is obligated to provide him continued benefits under compensation

maintenance provisions of an agreement, a statute, or an order of a regulatory authority and makes premium payments under the applicable insurance contract in the same manner as if the employee had rendered compensated service.

NOTE: the term "insured" in this Paragraph 2 does not necessarily imply coverage by a contract of insurance as referred to in Paragraph 7.

(c) Qualified Employees.

(i) has completed 30 days of continuous employment relationship with the same participating railroad, in a capacity in which he has been represented by a labor organization or organizations of shop craft employees and covered by its or their schedule agreements, and

(ii) has completed the requirements to be a "Qualified Employee" as that term is used in Section 3 of the Railroad Unemployment Insurance Act, reading as follows:

"An employee shall be a 'qualified employee' if the Board finds that his compensation will have been not less than \$1,000 with respect to the base year, and, if such employee has had no compensation prior to such year that he will have had compensation with respect to each of not less than five months in such year."

The term "base year" means the completed calendar year immediately preceding the beginning of a benefit year. The term "benefit year" means for purposes of the above definition the twelve-month period beginning July 1 of any year and ending June 30 of the next year.

In arriving at the \$1,000 only the first \$400 of compensation in any month is counted. If

the Act should be amended so as to change the definition of "qualified employee" or the associated elements mentioned above during the life of this Agreement, this Paragraph 2 (c) will be regarded as amended in conformity with the Act.

An employee will become a qualified employee the first day of the calendar month after he fulfills both such conditions. The requirement of Subparagraph (c) (i) will be waived with respect to an insured employee who is furloughed and while insured commences work for another participating railroad.

**3. Exclusions and Limitations.**

No benefits will be provided under this Plan -

(a) for the first four consecutive days of any disability;

(b) for a longer period, with respect to any disability, than twelve months. Continuing or successive periods of disability will be considered as the same disability unless separated by return to work on a full-time basis for a period of 90 calendar days or more, or unless due to entirely unrelated causes and separated by return to work on a least one day. If benefits are denied in accordance with Sub-paragraph (j) below because the employee received vacation pay during his disability, the twelve months period specified above shall be extended by the period during which benefits were denied for that reason;

(c) for any disability for which the employee is not treated by a duly qualified physician or surgeon, as certified by the physician or surgeon pursuant to Paragraph 9;

(d) for any day on which the employee performs work for remuneration;

(e) for any disability commencing after the employee had commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by a labor organization signatory hereto, unless the last position on which he rendered service prior to the disability was a position coming under a schedule agreement held by a labor organization signatory hereto;

(f) for any intentionally self-inflicted disability;

(g) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery or felony;

(h) for disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participating in a riot or civil commotion;

(i) for any period during which an employee is unable to work as the result of pregnancy or resulting childbirth, abortion or miscarriage, except that, subject to the other provisions of this Paragraph 3, benefits will be provided in case of miscarriage resulting from an accident or injury; provided that on or after April 29, 1979 such disabilities will be covered to the extent required by applicable law;

U) subject to the provisions of Paragraph 5 (a), for any period during which an employee eligible to receive sickness benefits under the Railroad Unemployment Insurance Act is denied such benefits for any reason including failure by the employee to make application for benefits;

(k) to the extent permitted by applicable law after the employee has attained age 65, or

(l) for any disability commencing after the employee's employment relationship has terminated, except as provided in the next to last sentence of Paragraph 2 (b).

**4. Benefits.**

(a) Subject to the provisions of Subparagraph 4 (b), the monthly benefit under this Plan for employees disabled as the result of a sickness commencing or an injury occurring on or after January 1, 1979 who are eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Line 3-4 of Schedule A below, and the monthly benefit under this Plan for employees who have exhausted their sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Line 5-6 of Schedule A below, determined on the basis of the rate of pay (including any differentials regularly paid on the position plus any applicable cost-of-living allowance) as of January 1, 1979, as shown in Line 1 or Line 2, of the last position on which the employee rendered service prior to commencement of the disability.

## A. ■ Benefit Schedule

Last Position on Which Service Was Rendered Prior to Disability

Line	Item  (1)	Class I Mechanics or comparable or higher-rated positions (2)	Class 2 Helpers or comparable positions, rated below Mechanics (3)	Class 3  Lower- rated positions (4)
Rate of Pay as of January 1, 1979:				
1	Hourly	\$8.56 or above	\$6.98 and less than \$8.56	Below \$6.98
2	Monthly	\$1490 or above	\$1215 and less than \$1490	Below \$1215
Benefit:				
3	Per Month	\$442	\$296	\$230
4	Per Day	\$14.73	\$9.87	\$7.67
Employees Who Have Exhausted R.U.I.A. Sickness Benefits:				
5	Per Month	\$986	\$840	\$774
6	Per Day	\$32.87	\$28.00	\$25.80

NOTE: Weekly rated positions will be classified with reference to Line 2 of Schedule A on the basis of the weekly rate multiplied by 4-1/3.

For disabilities lasting less than a month, and for any residual days of disability lasting more than an exact number of months, benefits will be paid on a calendar day basis at 1/30 of the monthly benefit rate, as shown in Line 4 and 6 of Schedule A.

(b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness effective as of a date subsequent to July 1, 1979, and the sum of 21.75 times the average daily benefit for the Class under the Act as so amended, as identified below, plus the amounts shown in Line 3 of Schedule A above should exceed the amounts in Line 4 of Schedule B below, the amounts shown in Lines 3 and 4 of Schedule A shall be reduced to the extent that the sum of the amounts shown in Line 3 plus 21.75 times the average daily benefit for the Class under the amended Act, as identified below, will not exceed the amounts shown in Line 4 of Schedule B. "The average daily benefit for the Class under the Act as so amended" for purposes of this Paragraph 4 (b) is the benefit which would be payable to an employee who had worked full time in his base year and whose rate of pay at the December 31, 1978 wage level was:

For employees in Class 1 - \$8.43

For employees in Class 2 - \$7.14

For employees in Class 3 - \$6.56



## B. Limit Schedule

Last Position on Which Service Was Rendered Prior to Disability

Line	Item  (1)	Class I Mechanics or comparable or higher-rated positions (2)	Class 2 Helpers or comparable positions, rated below Mechanics (3)	Class 3  Lower- rated positions (4)
Rate of Pay as of January 1, 1979:				
1	Hourly	\$8.56 or above	\$6.98 and less than \$8.56	Below \$6.98
2	Monthly	\$1490 or above	\$1215 and less than \$1490	Below \$1215
Average Straight Time Monthly Earnings:				
3		\$1510	\$1286	\$1185
Combined Benefit Limit:				
4		\$1057	\$900	\$830

5. **Offsets.**

(a) Benefits provided under Laws.

In any case in which an eligible employee who is not eligible for sickness benefits under the Railroad Unemployment Insurance Act receives annuity payments under the Railroad Retirement Act, or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness compensation law, or any other social insurance payments under any law, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of such payments or benefits in a month plus the monthly benefit payable under this Plan will not exceed the amount shown in Line 4 of Schedule B in Paragraph 4 (b). In keeping with Paragraph 3 (j), in any case in which an eligible employee who is eligible for sickness benefits under the Railroad Unemployment Insurance Act does not receive such benefits because of the operation of Section 4 (a-1) (ii) of such Act, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of the monthly payments or benefits referred to in such Section 4 (a-1) (ii) plus the monthly benefit payable under this Plan will not exceed the amount shown in Line 4 of Schedule B in Paragraph 4 (b). In any case of retroactive award of annuity payments or pensions under the Railroad Retirement Act or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or other social insurance payment under any law,

the insuring agent may recover from the employee the excess or benefits paid under this Plan over the benefits which would have been payable under this paragraph if the retroactively awarded payments, pensions or benefits had been in effect from their retroactive effective date.

(b) Benefits Provided under Other Private Plans.

In any case in which an eligible employee is eligible also for benefits under any plan, fund or other arrangement, by whatever name called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group annuity contract, any pension or retirement annuity plan, or any group policy of accident and health insurance other than an insurance policy insuring this supplemental sickness benefit plan as referred to in Paragraph 7) providing benefits for loss of time from employment because of disability, his benefit under this Plan shall be reduced to the extent that the sum of the benefit for which he is so eligible in a month, plus 21.75 times the daily sickness benefit payable to him under the Railroad Unemployment Insurance Act, plus the monthly benefit payable to him under this Plan, will not exceed the amount shown in Line 4 of Schedule Bin Paragraph 4 (b).

(c) Off-Track Vehicle Accident Benefits.

The benefit payable under this Plan for an employee who has been injured in an off-track vehicle accident covered under Article IV (as amended) of the Agreements of October 7, 1971, February 11, 1972, May 12, 1972, or

April 21, 1969, or similar provisions, will be reduced by the amount of any payment for time lost which such employee may receive under Paragraph (b) (3) or such Article IV or under provisions similar thereto.

**6. Liability Cases.**

In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or in part, any amount recovered for loss or wages from either the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employee may have against the employing railroad; as a condition to paying any benefits under this Plan the insuring agent may require the employee to assign to it any such recovery or right thereto from any party other than the employing railroad to the extent that benefits are payable under this Plan; and on any recovery for loss of wages from any party other than the employing railroad, the employee will reimburse the insuring agent from such recovery for any benefits paid under this Plan. For purposes of this Paragraph, a recovery which does not specify the matters covered thereby shall be deemed to include a recovery for loss of

wages to the extent of any actual wage loss due to the disability involved.

**7. Provision of Benefits.**

(a) The National Carriers' Conference Committee will arrange with the Provident Life and Accident Insurance Company for either a renewal or Group Policy R-5000 of Provident, amended in conformity with the provisions of this Agreement, or the issuance of a new group insurance contract written in conformity with the provisions of this Agreement, to cover the parties to this Agreement.

(b) Such insurance contract may cover, in addition to employees parties to this Agreement, other railroad shop craft employees who are employed by railroad parties to this Agreement or by other railroads, whether or not such employees are represented by the signatory labor organizations, and may cover general chairmen or other full-time representatives of shop craft or signal employees, provided that there will be no difference between the benefits, premium rates and payment obligations applicable to or with respect to such employees covered by this Agreement, except that as to such general chairmen and full-time representatives the payment obligations will be met by the individuals involved who will make their remittances through the labor organizations involved.

(c) It is agreed, and the insurance contract will provide, that the insurer of the national insurance contract will provide the benefits herein

provided for under the conditions herein set forth for the 30-month period from January 1, 1979 through June 30, 1981; that the insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the labor organizations signatory to this Agreement in the same detail and at the same time that it furnishes such data to the policyholder railroads; and that any dividends or retroactive rate refunds will be paid into the fund established pursuant to the next following paragraph.

(d) The National Carriers' Conference Committee will establish a fund, to be held by the insurer, to which will be credited any dividends or retroactive rate refunds under the national insurance contract and interest on the amount in the fund. Withdrawals may be made from such fund during the period of this Agreement to supplement payments by participating railroads with respect to compensated service rendered during such period. Withdrawals may thereafter be made from such fund only to provide supplemental sickness benefits unless otherwise agreed to.

(e) Benefits at the rates provided by this revised Plan will become effective January 1, 1979 for qualified employees who will have rendered compensated service or taken vacation with pay, as specified in Paragraph 2 (b) above, in December 1978.

(f) The amounts to be paid by the participating railroads will be at such rates as, when supplemented by withdrawals from the fund as provided under paragraph 7 (d) above, will equal the premium rates charged by the insurer.

(g) All employees covered by schedule agreements held by the labor organizations signatory hereto who render any compensated service in the calendar month involved will be counted in determining the number of covered employees with respect to whom premium payments are made, except that no employee will be counted if he is counted by another railroad in determining the number of its covered employees with respect to whom it is making premium payments.

(h) The insurance contract will provide that, if the Benefit Schedule should be reduced in accordance with Paragraph 4 (b) as the result of an increase in Railroad Unemployment Insurance Act sickness benefits, there will be an appropriate adjustment in premium rates with the new premium rates to be developed in the light of experience under the insurance contract and actuarial estimates of future experience, making appropriate allowance for cost of administration.

(i) Deleted.

(j) At the discretion of the Policyholder the national insurance contract may be placed on a minimum premium basis. Before placing the contract on a minimum premium basis, the documents implementing such change shall be submitted to the labor organizations signatory hereto for their review and discussion.

**8. Railroad Retirement Board.**

Omitted. (Provision Accomplished.)

**9. Evidence of Disability.**

Benefits under this Plan will be paid to eligible employees subject to presentation of satisfactory

Evidence of disability and of the continuation thereof. The insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits and information pertinent to the amount of benefits due him and any applicable exclusions, limitations and offsets, and forms on which the physician or surgeon treating him may furnish evidence of the date of commencement, nature, extent and probable duration of the disability, and may require completion of such forms or statements covering the same matter within 90 days after the commencement of a disability, provided that failure to furnish completed forms or statements within that time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such completed forms or statements within that time and such completed forms or statements are furnished as soon as reasonably possible; the 90 days will be extended as necessary to comply with applicable State law. The insuring agent may make sure investigations as it deems necessary, including examination of the person of the employee when, so often as, and to the extent that such examination is necessary to the investigation of any employee's claim. Except as delays may be caused by investigation of individual claims, benefits under this Plan will be paid not less frequently than once every month.

10. **Blanking Jobs and Realignment Forces.**

Any restrictions against blanking jobs or realigning forces will not be applicable in situations in which an employee whose job is blanked or is covered by a realignment of forces is absent because of disability. On railroads on which prior to July 1, 1973 there were such restrictions, in case an employee is absent because of disability and more than one employee is involved in a realignment of forces to cover such absent employee's work, local officials will promptly inform the local representatives of employees as to the realignment in an endeavor to avoid misunderstandings. (From May 9, 1973 Agreement).



# Dental Plan

## **Eligibility.**

Employee - An employee of a railroad who is eligible for employee or dependent coverage under GA-23000, provided he has completed one year of service with the railroad.

Dependent - *For other than orthodontia*, the spouse and children of a covered employee, as they are defined in GA-23000 (i.e. unmarried children under age 19, between 19 and 25 if in school, or over 19 if physically or mentally incapacitated). *For orthodontia*, unmarried children under age 19.

## **Individual Termination of Insurance.**

Upon termination of railroad service; i.e. no special extension such as those for furloughed or disabled employees as provided under GA-23000.

## **Benefits for Other Than Orthodontia.**

What is payable - The plan pays the dentist's charges for covered expenses on the following basis:

75% Group A - Preventive and Basic Services and Emergency Visits

50% Group B - Prothetic Service, including Crowns, and Gold Restorations.

Deductible - \$50 per individual for each calendar year.

Maximum - the maximum benefit for each calendar year is \$500. This maximum applies separately to each insured family member.

What Dental Expenses are Covered - The plan covers charges up to those made by most detists in the area for

The service and supplies described in the following section.

What Dental Services are Covered - The plan cover the following services and supplies, for which a charge is made by a dentist or physician, that are required in connection with the dental care and treatment of any disease or defect. In addition, the plan covers certain preventive services.

**GROUP A - Preventive and Basic Services and Emergency Visits.**

**1. Oral Examinations and Prophylaxis.**

Routine oral examination and prophylaxis (scaling and cleaning of teeth), but not more than once for each covered person during any period of six (6) consecutive months.

**2. Fluoride Treatment.**

The plan covers a fluoride treatment once each calendar year for children.

**3. Space Maintainers.**

The plan covers all space maintainers.

**4. Emergency Visits.**

Emergency palliative treatment.

**5. X-rays.**

Dental x-rays, including full mouth x-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing x-rays (but not more than once in any period of six (6) consecutive months) and such other dental x-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

**6. Extractions.**

The plan cover all extractions. Allowances for extraction include routine post-operative care.

**7. Oral Surgery.**

The plan covers all necessary oral surgery. Allowances include routine post-operative care.

**S. Fillings.**

The plan covers amalgam, acrylic, synthetic porcelain and composite fillings that are necessary to restore the structure of teeth that have been broken down by decay.

**9. General Anesthetic.**

The plan covers a separate charge for general anesthetic in conjunction with oral surgery and periodontics.

**10. Treatment of Gum Disease.**

The plan covers necessary periodontic treatment of the gums and supporting structure of the teeth.

**11. Endodontic Treatment.**

The plan covers endodontic treatment, including root canal therapy.

**12. Drugs.**

The plan covers charges for injectable antibiotics administered by a dentist or physician.

**13. Repair and Rebasing.**

Repair or re-cementing of crowns, inlays, onlays, bridgework or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one

Relining or rebasing in any period of thirty-six (36) consecutive months. If the plan pays for a new denture it will not also cover the repair or rebasing of the old denture.

**GROUP B - Prosthetic Services.**

**1. Initial Installation.**

The plan covers initial installation of fixed bridgework, including inlays and crowns used as abutments; and partial or full removable dentures (including any adjustments during the six (6) month period following installation).

**2. Replacement of Existing Prosthetic Appliances.**

The plan cover replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:

- (a) the replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed, or
- (b) The existing denture or bridgework cannot be made serviceable and is more than 5 years old, or
- (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture. When a permanent denture replaces an immediate temporary denture for which benefits were provided under this plan, the allowance for both appliances will be

limited to the maximum benefit for a permanent denture.

### **3. Crowns and Gold Restorations.**

The plan covers crowns, inlays, onlays, and gold fillings that are necessary to restore the structure of teeth that have been broken down by decay, provided that tooth cannot be reconstructed by an amalgam, acrylic, synthetic porcelain or composite filling.

Benefit Determination - The plan cover treatment performed while insured. Treatment will be considered to have been performed when the service is actually rendered, except as specified for the following procedures:

- (a) Dentures, Full or Partial - when the impression is taken for the appliance.
- (b) Fixed bridgework, crowns and gold restorations - when the tooth is first prepared.
- (c) Endodontics, including root canal therapy - when the tooth is opened.

Extended Benefits - For the procedures listed under Benefit Determination, benefit payments will be made for treatment performed while insured with respect to services rendered within 30 days following termination of insurance.

Dental Charges Not Covered - covered Dental Expenses do not include and no benefits are payable for:

Charges for services for which benefits are otherwise provided under surgical and major medical coverage under Group Policy Contract GA-23000.

Charges for treatment by other than a legally licensed dentist or physician, except that scaling or cleaning of teeth and topical application of

fluoride may be performed by a licensed dental hygienist if the treatment is rendered under the supervision and guidance of the dentist.

Charges for veneers or similar properties of crowns and panties placed on or replacing teeth, other than the ten upper and lower anterior teeth.

Charges for services or supplies that are cosmetic in nature, including charges for personalized techniques, or precision attachments.

Charges for the replacement of a lost, missing, or stolen prosthetic device.

Charges for appliances or procedures to increase vertical dimension or occlusion.

Charges for orthodontic diagnostic procedures and treatment, including appliance therapy, surgical therapy and functional or myofunctional therapy.

Charges for services or supplies which are compensable under a Workman's Compensation or Employer's Liability Law.

Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.

Charges for service or supplies for which no charge is made that the employee is legally obligated to pay or for which no charge would be made in the absence of dental expense coverage.

Charges for services or supplies which do not meet or are not necessary according to accepted

Standards of dental practice, including charges for services or supplies which are experimental in nature.

Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.

Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof.

Charges for education or training and supplies used for personal oral hygiene or dental plaque control, or dietary or nutritional counseling.

Charges for implantology.

Charges for sealants.

Charges for failure to keep a scheduled visit with the dentist or hygienist.

Charges for the completion of any form.

Optional Treatment - Occasionally, a patient may select a more expensive procedure rather than a suitable alternative procedure. In such case, plan benefits will be paid on the basis of a less expensive procedure that is consistent with good dental care.

Co-ordination of Benefits - If the individual is eligible to receive dental benefits under another program, co-ordination of benefits will be applied between the two with respect to dental charges.

#### **Benefits for Orthodontia.**

##### **What is Payable -**

The plan pays the dentist's charges at 50% of covered orthodontic expenses up to a lifetime maximum

Amount payable of \$500 for each child under 19 years of age.

**Covered Orthodontic Treatment -**

The plan covers orthodontic treatment that is required to correct malposed teeth, and which begins while the child is covered by the plan. Treatment consists of appliance therapy, surgical therapy, functional and myofunctional therapy, and includes related diagnostic procedures, surgery and extractions performed by a dentist.

**Payment Sequence -**

The sequence of payments for orthodontic services is determined in the following manner. If the dentist estimates that the active treatment will continue for two or more years, then the total benefit is divided into eight equal portions. The first portion will be payable when the orthodontic appliance is installed and subsequent installments will be payable at 90 day intervals until the maximum has been paid or until insurance terminates. If the total charge is divided into portions so as to make payments at 90 day intervals, beginning with the date the appliance is inserted.

Orthodontic benefits will be payable while treatment continues provided insurance remains in force with respect to the individual. Benefits will be payable provided the individual is covered at the beginning of the 90 day interval. Orthodontic coverage will terminate at the end of the quarter during which the child attains his 19<sup>th</sup> birthday.

If an employee's insurance is terminated and he subsequently again becomes insured, he will be entitled to any unpaid remainder of the original payable benefit, as long as active orthodontic treatment is continued. Such remainder will be payable at 90 day intervals



calculated in accordance with the original payment sequence.

**Orthodontic Charges Not Covered -**

Since it is contemplated that this plan would be written in conjunction with a plan covering other dental services, the appropriate exclusions set forth in the description of such plan would also apply to this plan.

**Co-ordination of Benefits -**

If the individual is eligible to receive orthodontic benefits under another program, co-ordination of benefits will be applied between the two with respect to orthodontic charges.

# Off-Track Vehicle Accident Benefits

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## Payments to be Made.

In the event that any one of the loses enumerated in subparagraphs 1,2, and 3 below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs 1,2, and 3 below, the carrier will provide, subject to the terms and conditions herein contained, and less an amounts payable under Group Policy Contract GA-23000 or The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

### 1. Accidental Death or Dismemberment.

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot Or Sight of One Eye	\$75,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or

ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

**2. Medical and Hospital Care.**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company of under any other medical or insurance policy or plan paid for in its entirety by the carrier.

**3. Time Loss.**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost subject to a maximum payment of \$150,000 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

**4. Aggregate Limit.**

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a

result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.



or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) Accidental Death or Dismemberment

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$100,000
Loss of Both Hands	\$100,000
Loss of Both Feet	\$100,000
Loss of Sight of Both Eyes	\$100,000
Loss of One Hand and One Foot	\$100,000
Loss of One Hand and Sight of One Eye	\$100,000
Loss of One Foot and Sight of One Eye	\$100,000
Loss of One Hand or One Foot or Sight of One Eye	\$50,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

Not more than \$100,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care.

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for

any employee for any one accident, less any amount payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) Time Loss.

The Carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$100.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) Aggregate Limit.

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proper-

tion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) Payment in Case of Accidental Death:

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) Exclusions:

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt threat, while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;



(6) While an employee is commuting to and/or from residence or place of business.

(e) Offset:

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

(f) Subrogation:

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after April 1, 1972.

It is understood that no benefits or payments will be due or payable to any employee, or his personal representative, as the case may be, stipulates as follows;

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of February , 1972.

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(employee or personal representative) agrees to be governed by all of the conditions and provisions said and set forth by Article IV."

This Agreement revised July 1, 1980, constitutes in its entirety, the Agreement between The Colorado & Wyoming Railway Company and its employees represented by the following craft:

Machinists

This Agreement will remain in full force and effect unless and until changed in accordance with the termination of the Railway Labor Act.

FOR THE COLORADO & WYOMING RAILWAY COMPANY

By: /S/ G. P. Simony  
G.P. Simony, President

By: /S/ F. J. Villa, Jr.  
F.J. Villa, Jr., Vice President

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS

By: /S/ L. L. Allber y  
LL. Allbery, General Chairman

Signature  
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