



# Chicago and North Western Railway Company

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## JOINT AGREEMENT

BETWEEN

CHICAGO AND NORTH WESTERN  
RAILWAY

And All That Class of Employees

Represented By

SYSTEM FEDERATION No. 12  
RAILWAY EMPLOYEES'  
DEPARTMENT  
A. F. OF L.

Mechanical Section No. 1, Thereof:

1. International Association of Machinists.
2. [REDACTED]
3. [REDACTED]
4. Sheet Metal Workers' International Association.
5. [REDACTED]
6. [REDACTED]

Effective July 1, 1921

Amended Effective January 1, 1925.  
Reprinted Effective January 1, 1953 to Include  
Amendments and Agreements Subsequent to  
January 1, 1925.

# GENERAL RULES.

## PREAMBLE

Except as otherwise provided, this agreement shall apply to those who perform work herein specified in the Maintenance of Equipment (Car and Locomotive), Maintenance of Way, Signal Maintenance, Communications Department, and all other departments of the Railway Company wherein work covered by this agreement is performed.

BASIC  
DAY.

1. Eight hours shall constitute a day's work. All employees coming under the provisions of this schedule shall be paid on the hourly basis except as otherwise specified.

WORK  
WEEK.

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

### (a) General

The carrier will establish, effective September 1, 1949, for all employees, subject to the exceptions contained in this agreement, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the company's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to provisions of this Agreement which follow:

**(b) Five-Day Positions**

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

**(c) Six-Day Positions**

Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

**(d) Seven-Day Positions**

On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

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

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

If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) 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 this agreement.

(g) Nonconsecutive Rest Days

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

- (1) All possible regular relief positions shall be established pursuant to paragraph (e) above.
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting

of longer consecutive rest periods.

- (4) Other suitable or practicable plans which may be suggested by either party to this agreement shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.
- (8) If there is disagreement over the necessity of splitting the rest days of any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under this agreement and in such proceedings the burden

will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five days per week.

**BEGINNING  
OF WORK  
WEEK.**

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

**STARTING  
TIME -  
ONE SHIFT.**

**2.**

For shops and repair tracks, where one shift is employed, the starting time shall be not earlier than 7 o'clock, and not later than 8 o'clock.

For engine houses, freight train yards, interchange and passenger train terminal forces, where one shift is employed, the starting time shall be not earlier than 6 o'clock, and not later than 8 o'clock, subject to mutual agreement.

The time and length of the lunch period shall be subject to mutual agreement between the officers and employees directly interested.

**STARTING  
TIME -  
TWO  
SHIFTS.**

**3.**

Where two shifts are employed, the starting time shall be not earlier than 7 o'clock, nor later than 8 o'clock. The second shift shall start immediately following the first shift, or at 8 P. M.

The time and length of the lunch period shall be subject to mutual agreement between the officers and employees directly interested.

**STARTING  
TIME -  
THREE  
SHIFTS.**

4. Where three shifts are employed, the starting time of the first shift shall be governed by the first paragraph of Rule 2, and the starting time of each following shift shall be regulated accordingly.

The spread of each shift shall consist of eight consecutive hours, including an allowance of twenty minutes for lunch within the limits of the fifth hour.

**COMMENCING  
AND  
QUITTING  
TIME -  
SHIFTS.**

5. The time established for commencing and quitting work for all men on each shift shall be the same at the respective points in the Motive Power or Car Departments, except as the provisions of the second paragraph of Rule 2 apply.

**RUNNING  
REPAIR -  
BACK SHOP  
FORCES.**

Where three shifts are worked by running repair forces, and two shifts by the back shop forces, the quitting time of the first shift and the commencing and quitting time of the second shift of the back shop forces will be governed by the provisions of the first paragraph of Rule 3.

Three eight-hour shifts may be established under the provisions of Rule 4 when necessary for continuous operation of power houses, millwright gangs, heat-treating plants, train yards, running repair and inspection forces (not repair tracks) without extending the provisions of Rule 4 to the balance of the shop forces.

**OVERTIME.** 6. (a) All overtime continuous

with regular bulletined hours will be paid for at rate and one-half until relieved; except as may be provided in rules herein-after set out.

REST DAY  
SERVICE.

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

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

(d) An employe transferring from one regular position to another regular position assumes the rest days assigned to the latter position and will be paid straight time for days (except holidays) he actually works on such position between the last rest day of former position and the first rest day of the new position.

(e) Rest days will not be changed except by bulletin posted under provisions of Rule 16.

HOLIDAY  
SERVICE.

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

The payment of rate and one-half for holiday work applies to work performed from 12:00 midnight, start of holiday, until 12:00 midnight, end of holiday. For example, an employee regularly assigned from 11:00 p.m. to 7:00 a.m. -

- (a) Works 11:00 p.m., the day preceding the holiday, to 7:00 a.m. on the holiday.

Allowance - One hour pro rata rate. Seven hours rate and one-half.

- (b) Works 11:00 p.m. on the holiday to 7:00 a.m. on the day following the holiday.

Allowance - One hour rate and one-half. Seven hours pro rata rate.

OVERTIME  
ON OVER-  
TIME.

(g) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the

nature of arbitraries or special allowances such as attending court, travel time, etc., be utilized for this purpose except when such payments apply during assigned working hours in lieu of pay for such hours.

NOTE - Elimination of overtime for Sunday as such does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required.

Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

OVERTIME        7.                      For continuous service  
OTHER            after regular working hours, employees  
THAN            will be paid rate and one-half on the  
HOLIDAYS.      actual minute basis with a minimum of  
                 one hour for any such service performed.

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

Employees called or required to report for work and reporting but not used will be paid a minimum of four hours at straight-time rates.

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

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

DOUBLE-  
TIME.

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

FULL DAY  
HOLIDAYS.

8. Employees when assigned, or those regularly assigned to work on a holiday, or those called to take the place of such employees, will be allowed to complete the balance of the shift unless relieved at their own request. Those who are called will be advised as soon as possible after vacancies become known.

MEAL  
PERIOD  
WORKED.

9. Overtime rates will be paid for actual time worked during regular meal periods.

Employees will be allowed their usual lunch period to procure lunch without loss of time.

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

EMERGENCY  
ROAD  
WORK.

10. An employe regularly assigned to work at a shop, enginehouse, repair track or inspection point, when called for emergency road work away from such shop, enginehouse, repair track or inspection point, will be paid from the time ordered to leave home station, until his return for all time worked in accordance with practice at home station and will be paid straight-time rates for traveling or waiting, except rest days and holidays, which will be paid for at the rate of time and one-half.

If, during the time on the road a man is relieved from duty and permitted to go to bed for five or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight hours each calendar day, when such irregular service prevents the employe from making his regular daily hours at home station. Where meals and lodging are not provided by the railway company, actual necessary expenses will be allowed.

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

If required to leave home station

during overtime hours they will be allowed one hour preparatory time at straight-time rate.

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

ABSORBING  
OVERTIME.

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

At shops, enginehouses, repair tracks and inspection points, overtime will be distributed as equally as possible between the men of such craft or trade at each shop, enginehouse, repair track or inspection point, except that in emergency cases where the employees of any department are unable to take care of necessary overtime, employees from other departments may be used.

In so far as shops and enginehouses in the Motive Power Department are concerned, the second paragraph of this rule will apply at the seven back shop points - Chicago, Clinton, Boone, Missouri Valley, Winona, Kaukauna and Escanaba.

DISTRIBU-  
TING  
OVERTIME  
EQUALLY.

At all other points in the Motive Power Department the overtime will be distributed as equally as possible between the men of each craft or trade.

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

NOTE - This rule is not a seniority rule.

TEMPORARY TRANSFERS-  
OUTLYING  
POINTS.      12.      (a) Employees sent out to temporarily fill vacancies at an outlying point or shop, employees sent out on a temporary transfer to an outlying point or shop, or employees required to leave their home point to work assigned rest days of employees at other points or shops, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent; straight-time rates to be paid for straight-time hours at home station and for all other time, whether waiting or traveling, except rest days and holidays, when time and one-half will be paid. If, on arrival at the outlying point, there is an opportunity to go to bed for five hours or more, before starting work, time will not be allowed for such hours.

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

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

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

home point.

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

CHANGING  
SHIFTS.

13. Employees changed or transferred from one shift to another will be paid in accordance with the overtime rules for the first shift of each change. Employees working two shifts or more on the new shift will be considered transferred. This rule will not apply in cases of employees transferring at their own request or exercising their seniority rights in reduction of forces, nor when a relief job is created under paragraph (e) of rule 1 $\frac{1}{2}$  hereof, where the assigned relief man is required to perform work on different shifts in order to have five work days included in his assignment.

PRESERVA-  
TION OF  
RATES.

14. When an employee is required to fill the place of another employee receiving a higher rate, such employee assigned in place of one who has laid off the same day, will receive the higher rate from time employee laid off and for the balance of day or days so assigned.

On shifts where a regular employee is assigned, and another employee is required to assist in performing an overflow of work on that shift, such employee will receive the higher rate while performing such work; but when an employee is required to perform such work more than once on a shift, he shall receive the higher rate for the entire shift.

If required to fill, temporarily, the place of another employe receiving a lower rate, his rate will not be changed.

PREFERENCE - 15. Employees serving on night DAY SHIFT. shifts desiring day work, shall have preference when vacancies occur, according to their seniority.

BULLETIN- 16. When new jobs are created, ING or vacancies occur in the respective POSITIONS. crafts, such new jobs or vacancies will be bulletined.

Bulletins will be posted seven calendar days before such positions are filled permanently. Employes, including helpers, desiring to avail themselves of this rule will make written application to the official in charge, copy of application will be given to local chairman.

In filling vacancies or new jobs, the oldest employe in point of service will be given preference.

FAILING TO QUALIFY. An employe exercising his seniority for a vacancy under this rule will lose his right to the job he left, and if, after a fair trial, he fails to qualify for the new position, he will have to take whatever position may be open in his line of work.

PROMOTION. 17. Mechanics in service will be considered for promotion to positions of supervisory foremen and mechanics-in-charge.

When vacancies occur in positions of gang foremen, mechanics from their

respective crafts will have preference in promotion.

When promotion involves transfer, employees so promoted will retain seniority datum at point from which promoted, and will not establish seniority as a mechanic at the point to which transferred.

Supervisory foremen and mechanics-in-charge assigned as such prior to June 1, 1939, and promoted from position of mechanic, will retain seniority as mechanic at point as established June 1, 1939.

LOSS OF SENIORITY. 18. Employees transferred from one point to another, with a view of accepting a permanent transfer, will, after thirty 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.

LEAVE OF ABSENCE. 19. When the requirements of the service will permit, employees will, on request, 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, account of sickness, special provisions shall have been made therefor by the proper official and committee representing his craft.

ABSENT  
FROM  
WORK.

20. Employees wishing to be absent from work must obtain leave of absence from the foreman whenever practicable to do so, and foremen will endeavor to grant leave of absence when requested.

An employee detained from work on account of sickness or from any other cause shall notify his foreman.

REPORTING  
LATE.

Employees not in the habit of reporting late will be permitted to go to work on the first quarter-hour and receive pay from the time starting to work.

LONG AND  
FAITHFUL  
SERVICE.

21. Employees who have given long and faithful service in the employ of the railway company in their line of work, and who have become unable to handle heavy work to advantage, will be given preference in the assignment of light work in their line as can be arranged for, or to such light work as they are able to handle.

ATTENDING  
COURT.

22. When attending court as witnesses for the railway company, employees will receive pay for all time lost at home station, with a minimum of eight hours for each calendar day, either at home station, away from home, or traveling. Actual expenses will be allowed. The railway company will furnish transportation and will be entitled to certificate for witness fees in all cases.

PAY DAY. 

23. Employees will be paid off during their regular working hours, semi-monthly, except where existing State laws provide a more desirable

paying-off condition. Should the regular pay day fall on a holiday or days when the shops are closed down, men will be paid on the preceding day.

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

**TIME VOUCHER - LEAVING SERVICE.** Employes leaving the service of the railway company will be furnished with a time voucher covering all time due within 24 hours where time vouchers are issued and within 48 hours at other points, or earlier when possible. (Sundays and holidays excepted.)

**PAY - SHELTER.** 24. During inclement weather provision will be made where buildings are available to pay employes under shelter.

**REDUCING FORCES.** 25. When it becomes necessary to reduce expenses, the force at any point or in any department or subdivision thereof shall be reduced, seniority as per Rule 28 to govern; the men affected to take the rate of the job on which they have placed themselves.

Men affected under this rule will be given five days' notice and lists will be furnished local committee.

**RESTORATION OF FORCES.** In the restoration of forces, senior laid-off men will be given preference of re-employment, if available within ten days unless special request for an extension of time is granted, and shall be returned to their former positions;

local committee will be furnished list of men to be restored to service; in reducing force the ratio of apprentices will be maintained.

Men laid off will be required to leave their address with the local committee and foreman.

When forces are reduced or jobs are abolished, men affected will be given the privilege to place themselves according to their seniority. Only such men disturbed by reorganization or the abolition of jobs will be permitted to exercise their seniority under this rule.

An employe who fails to qualify after a fair trial on the new job on which he has placed himself will take whatever position may be open in his line of work.

When jobs are abolished (not under a reduction of force), for a period of six months or less, men affected by such abolition will be restored to their former position upon re-establishment of jobs.

A job abolished for more than six months will be bulletined upon re-establishment.

TRANSFER  
FOR  
SERVICE.

26. When forces are reduced and men are needed at other points they will, at their request, be given preference to transfer to nearest point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the railway company. Seniority to govern all cases.

SHOPS - 27. Employees required to work  
SHUT DOWN, when shops are closed down, due to  
ETC. breakdown in machinery, floods, fires,  
and the like, will receive straight-  
time for regular hours, and overtime  
for overtime hours.

SENIORITY. 28. Employees in all shops and  
engine houses, repair tracks and in-  
spection forces, at each point shall be  
governed by common seniority in their  
respective crafts.

Four subdivisions of carmen as follows:

Pattern makers	Painters
Upholsterers	Other carmen

The seniority lists will be open to  
inspection and copy furnished the  
committee.

MECHANICS' 29. None but mechanics and  
APPREN- apprentices regularly employed as such,  
TICES, shall do mechanics' work as per special  
DOING rules of each craft.  
CRAFTMEN'S  
WORK -  
WHEN.

At a point where it is proved to the  
satisfaction of the parties to this  
agreement that more than two hours'  
work is done in any day or night shift  
in any one day, based on the average of  
one week, a mechanic will be employed.

This does not preclude work being  
performed by car department mechanics-  
in-charge assigned to outlying points  
at which the force does not exceed five  
men, or in train yards.

AUTOGENOUS  
WELDING.

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

It will be understood that at points where there is not sufficient work to keep autogenous welders of a particular craft so employed, fifty per cent of one shift, mechanics of respective crafts so affected will be assigned and when so assigned shall do such welding and cutting as may be required and will receive the differential rate while performing such work. If required to perform such work more than once on a shift, they shall receive the differential rate for the entire shift.

Should it become necessary to send any oxy-acetylene or electric welder out of the shop in cold weather, he will be given time to dry off before going out.

RATE OF  
MECHANICS  
TEMPORARI-  
LY ASSIGN-  
ED TO  
POSITION  
OF  
MONTHLY-  
PAID FORE-  
MAN.

31. If an employe covered by this schedule is required by the company temporarily to fill the place of a foreman, he will be paid the foreman's rate for such service, but not less than he would have received for the same hours of service at his own rate.

GRIEVANCES-  
HOW  
HANDLED.

32. Should any employe subject to this agreement believe he has been unjustly dealt with or any of the provisions of this agreement have been violated, he may present case to foreman, which shall be presented within ten days from date of the cause for complaint or violation. Failing to get satisfaction, the case shall be taken to the foreman, general foreman, master mechanic, district master car builder, or shop superintendent, each in their respective order, by the duly authorized local committee or their representatives.

All local conferences shall be held by appointment during regular working hours, and if stenographic report of investigation is taken, a copy of same shall be furnished.

If the result of such conference still be unsatisfactory, the duly authorized general committee, or their representatives, shall have the right of appeal, preferably in writing, to the higher officials designated to handle such matters in their respective order, and conference shall be granted within ten days of application.

APPEALS.

33. Should the highest designated official or his duly authorized representative and the duly authorized representative of the employe fail to agree, the case shall then be handled according to the procedure required by the provisions of the Transportation Act of 1920, or revisions thereof. Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will

MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
AND THE  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
GOVERNING THE APPLICATION OF RULE 35  
(DISCIPLINE)  
TO EMPLOYEES COMING UNDER THE SCOPE OF THE  
CANWT - IAM AGREEMENT

\* \* \* \* \*

It is hereby agreed by and between the parties hereto that effective July 1, 1979, Rule 35, Discipline and Investigation, insofar as Machinists are concerned, shall be applied as follows:

- (a) An employee in service under this agreement for one hundred and eighty (180) calendar days or less may be disciplined or dismissed without a formal hearing,
- (b) An employee in service for more than one hundred and eighty (180) calendar days will not be disciplined or dismissed until after a fair and impartial hearing has been held; except as provided in (d) hereof.
- (c) Such hearing will be held within thirty (30) calendar days from the date of the occurrence to be investigated or not later than thirty (30) days from the date the supervising officer would have knowledge of the alleged offense.
- (d) In the case of an employee held out of service pending investigation account serious infractions of rules, the investigation shall be held within ten (10) days from the date withheld from service. At the time held out of service the employee will be notified the reason thereof.
- (e) At least five (5) days advanced written notice of the investigation shall be given to the employee(s) and the appropriate local organization representative, in order that the employee(s) may arrange for representation by a duly authorized representative and for the presence of necessary witnesses desired. The notice shall specify the charge for which investigation is being held. Unless conditions or circumstances warrant other arrangements, efforts will be made to hold the investigation at the city where the employee(s) is headquartered. At the investigation, the employee(s) may be represented by a duly authorized representative or representatives of the Brotherhood.

The five (5) days provided for in this Section (e) will apply where only employees under this agreement are involved. In the event employees under other collective bargaining agreements are involved and the time notices differ, then the five (5) day notice covered by this Section (e) may be waived.

- (f) A decision will be rendered within ~~fifteen~~ <sup>thirty</sup> (15) days following the completion of investigation, and written notice of discipline will be given the employee with copy to the organization's local representative.
- (g) The employee and the duly authorized representative shall be furnished a copy of the transcript of investigation within ten (10) days subsequent to the date discipline is assessed. The employee or his representative will not be denied the right to take a stenographic or tape recording of the investigation.
- (h) An employee(s) and his representative may request permission from the Division Manager to waive formal investigation in which such employee(s) is under charge and in connection with which he will accept the assessment of discipline.

Such requests will be made by the employee(s) and representative by fully completing and signing the "Request for Waiver of Formal Investigation" form (Attached hereto). The investigation will then be waived provided the Division Manager grants said request and signs the "Request for Waiver of Formal Investigation" form. Providing such request is granted, the employee(s) will be advised of the discipline that will be assessed before he is required to sign the "Request for Waiver of Formal Investigation" form.

- (i) It is understood and agreed to by the parties that:
- (1) The investigation provided for herein is not to be waived except in cases where "Request for Waiver of Formal Investigation" form is fully completed and signed by the employee(s) under charge, his representative and the Division Manager.
  - (2) This procedure is entirely voluntary on the part of the employee(s) under charge and his representative.

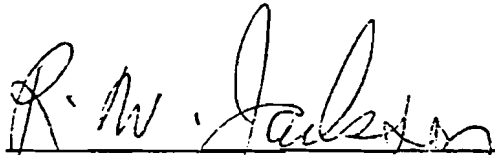
- (3) No mention or record of the possibility of waiver of formal investigation under this agreement will be made or cited by either party in subsequent handling of the case in the event the investigation is not waived.
- (4) A copy of the completed "Request for Waiver of Formal Investigation" will be furnished each employee under charge and his representative.
- (5) The discipline agreed to and assessed in connection with this agreement is not subject to appeal by the employee(s) or his representative.
- (6) An employee(s) or his representative may after one year from date of discipline assessed by waiver, request that a letter of Nullification of discipline assessed be inserted in his service record by the Office of the Division Manager, provided the employee(s) has no other violations of the General Regulations and Safety Rules of like nature in the one year period.
- (j) If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from his record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him, resulting from such discipline or suspension, less any amount earned during the period such disciplinary action was in effect.
- (k) The provisions of Article V of the Agreement of August 21, 1954 (Time Limit Rule) shall be applicable to claims and grievances arising in discipline cases.
- (l) The date for holding an investigation may be postponed if mutually agreed to by the carrier and the employee(s) or his duly authorized representative, or upon reasonable notice for good and sufficient reason shown by either the Carrier or the employees.
- (m) If investigation is not held or decision rendered within the time limits specified herein, as such time limits are extended by agreement or postponement, the charges against the employee shall be considered as having been dismissed.

- (n) It is understood that one member of the committee will be made "whole", i.e., no deduction will be made from his earnings account absentsing himself from work during regular hours for the purpose of acting as an employe(s) representative at a disciplinary investigation.

In the event the employe under charges does not desire representation, an organization representative may nevertheless attend the investigation as an "observer".

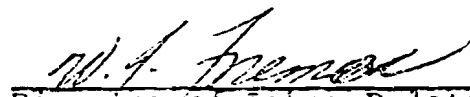
This Memorandum Agreement is effective July 1, 1979, and is subject to the concluding paragraph of the Agreement effective July 1, 1921 reprinted effective January 1, 1953.

Signed at Chicago, Illinois this 20<sup>th</sup> day of June, 1979.

  
Pres. & Directing General Chairman

  
General Chairman

FOR THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS:

  
Director of Labor Relations  
(Non-Operating)

FOR THE CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY:

LR-S-12-2



August 12, 1996

230-37

MR D E HALL  
GENERAL CHAIRMAN IAM  
1911 MAIN ST  
NO LITTLE ROCK, AR 72114

T L MITCHELL  
GENERAL CHAIRMAN IAM  
729 SUNRIRISE AVE STE 502  
ROSEVILLE, CA 95661

MR N MUELL  
GENERAL CHAIRMAN IAM  
101 EAST ST CHARLES RD  
VILLA PARK, IL 60181

Gentlemen:

This has reference to our several discussions concerning the parties' desire to expedite the appeal and handling process of discipline grievances. The parties believe an expedited process will benefit all the affected parties concerned. Therefore, it is agreed that for the progression of discipline claims only, the provisions of this Agreement shall apply to the handling instead of the current two (2) step appeal as stipulated in the following rules of the individual Collective Bargaining Agreements below:

UP: Rule 35 of the Agreement effective November 1, 1976  
MP: Rule 32 of the Agreement effective June 1, 1960  
TP: Rule 23 of the Agreement effective August 1, 1969  
WP: Rule 34 of the Agreement effective February 1, 1946  
MKT: Rule 27 of the Agreement effective January 1, 1957  
CNW: Rule 35(k) of the Agreement effective July 1, 1921, as amended July 1, 1979

**IT IS AGREED:**

(A) If the Company's decision to discipline an employee is to be appealed by the General Chairman or the employee involved, the General Chairman or employee will submit written appeal within sixty (60) days from the date the discipline is issued. The written appeal will contain a full statement of the Organization's or employee's objections to the discipline issued and a request to discuss the Carrier's decision in conference with the Carrier's highest designated officer to handle such disputes

(B) If the discipline issued by the Carrier is appealed and a conference is requested in writing to discuss the discipline claim or grievance, the parties shall meet in conference within sixty (60) days from receipt of such request at a mutually agreeable time and place.

Within sixty (60) days from the date of the conference, the Company shall notify the representative (or the employee in cases where the employee has filed the claim or grievance) of the results of the conference. If not so notified, the appeal shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Company as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, extend the sixty (60) day periods established herein at any stage of the handling of the claim or grievance.

(C) All discipline claims or grievances shall be barred unless within nine (9) months from the date of the Company officer's decision proceedings are instituted by the employee or the 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 agree in any particular case extend the nine (9) month period herein referred to.


(D) This provision shall not apply to requests for leniency and acceptance of discipline by waiving investigation.

(E) This Agreement shall become effective on September 15, 1996, and shall remain in effect until such time that either party serves a thirty (30) days notice on the other party indicating its desire to cancel the Agreement.

Yours Truly,



AGREED:

  
General Chairman, IAM  
General Chairman, IAM  
General Chairman, IAM

neither be a shut-down by the employer nor a suspension of work by the employer or employees.

COMPETENCY. 34. Thirty days' service shall be proof of competency, and when so established, seniority rights will begin from date employed.

DISCIPLINE AND INVESTIGATION. 35. No employee will be discharged for any cause without first being given an investigation.

In extreme cases, suspension pending a hearing, which shall be prompt, shall not be deemed a violation of this rule.

If it is found that charges are not sustained, such employee shall be returned to service and paid for all regular time lost.

EMPLOYEES' REPRESENTATIVES. 36. The railway company will not discriminate against any committee-men, who, from time to time, represent other employees, and will grant them leave of absence and free transportation when delegated to represent other employees.

APPRENTICES - QUALIFICATIONS, ETC. 37. All apprentices must be able to speak, read and write the English language, and understand at least the first four rules of arithmetic.

Applicants for regular apprenticeship shall be between 16 and 23 years of age and if accepted shall serve eight periods of 130 eight hour days of service each, overtime excluded.

Graduates of Technical Schools who

have entered such schools prior to the age of 21 may enter the service of the railway company with the same indiscriminating consideration as other regular apprentices.

RATE FOR  
REGULAR  
APPRENTICES.

The rate of pay for regular apprentices shall be governed by the starting rate of \$1.299 per hour, with increase of 3.6¢ per hour for each period during the first 5 periods. An increase of 4.2¢ per hour for the 6th period - 7.2¢ for the 7th period and 10.2¢ for the 8th period.

APPLICANTS  
FOR HELPER  
APPRENTICESHIP -  
SHIP-TIME  
OF SERVICE  
RATE.

Applicants for helper apprenticeship shall have had two consecutive years of experience as helpers of their respective craft at the point where employed at the time application for apprenticeship is made, except as provided for in the special rules of each craft affected. If accepted, they shall serve six periods of 130 eight hour days of service each, overtime excluded. When started as an apprentice, they shall receive the minimum helper's rate of pay for the 1st period. At the end of that time they shall receive 2.4¢ per hour increase and 2.4¢ per hour increase each succeeding period while serving their apprenticeship.

In selecting helper apprentices seniority will govern and all selections will be made in conjunction with the respective craft shop committee.

No apprentices will be started at points where there are not adequate facilities for learning the trade.

INDENTURES. 38. All apprentices must be indentured and shall be furnished with a duplicate of indenture by the railway company.

#### FORM OF INDENTURE

This will certify that .....  
was employed as an .....  
apprentice by the .....  
Railway at .....  
on ..... 19 ...  
to serve ..... periods, a minimum  
of 130 eight hour days each of service,  
excluding overtime.

.....  
Title of Officer in Charge.

#### SERVICE PERFORMED DURING APPRENTICESHIP

.....  
.....  
.....  
.....  
This will certify that on .....  
19 .....  
completed the course of apprenticeship,  
specified above and is entitled, if  
employed by the .....  
Railway to the rates of pay and condi-  
tions of service of .....

.....  
Title of Officer in Charge.

APPRENTICES -  
RATIO,  
ETC.

39. The ratio of apprentices in their respective crafts shall not be more than one to every five mechanics.

Two apprentices will not be worked together as partners.

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

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

APTITUDE.

If within the 1st period an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice; a helper apprentice will be set back to helping and retain his seniority as a helper.

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

NIGHT  
WORK,  
OVERTIME.

Apprentices shall not be assigned to work on night shifts. An apprentice shall not be allowed to work overtime except during the last two periods of his apprenticeship.

SENIORITY  
AS  
MECHANICS.

If an apprentice is retained in the service upon completing the apprenticeship, his seniority rights as a mechanic will date from the time of completion of

## apprenticeship.

**MECHANIC'S RATE.** Apprentices retained in the service at the expiration of their apprenticeship shall be paid not less than the minimum rate established for journeymen mechanics of their respective craft.

**PREFERENCE IN APPOINTMENT.** Preference will be given to sons of employees in the selection of apprentices to the extent of at least 80 per cent of the number employed.

**APPLICATIONS FOR POSITIONS.** 40. Mechanics applying for positions will be required to file information as to their age, ability, and address of nearest relative, and must show that they have had four years' experience at their trade.

The present understanding relative to hiring mechanics in the Maintenance of Way, Signal and Communications Departments will apply and be made a matter of record.

Helpers applying for positions will be required to file information relative to their age, ability, and address of nearest relative.

**DRINKING WATER, ETC.** 41. Good drinking water will be furnished, and ice in season. Sanitary drinking fountains will be provided where necessary.

Pits and floors, lockers, toilets and washrooms will be kept in good repair and in a clean, dry, and sanitary condition. Repair and train yards will be kept clear of rubbish.

HEAT, Shops, locker rooms, and washrooms  
LIGHT - will be lighted and heated in the best  
FURNISH- manner possible consistent with the  
ING OF - source of heat and light available at  
SHOPS, point in question.  
LOCKER  
ROOMS,  
ETC.

BULLETIN 42. A place will be provided  
BOARDS. inside all shops and engine houses where  
proper notices of interest to employees  
may be posted.

TRANS- 43. Employees covered by this  
PORTATION. agreement, and those dependent upon  
them for support, will be given the  
same consideration in granting free  
transportation as is granted other  
employees in comparable service.

General committees representing employees covered by this agreement to be granted same consideration as is granted general committees representing employees in other branches of the service.

INCLEMENT 44. Employees will not be  
WEATHER. required to work on engines or cars  
outside of shops during inclement  
weather, if shop room and 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.

NIGHT Should it become necessary to  
SHIFT - establish a regular night shift in shops,  
SHOPS. such men will not be used on running  
repair work unless work is brought to  
shop.

**CLEANING  
PARTS.**

When it is necessary to make repairs to engines, and the interior of 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.

**SAND  
BLAST,  
ETC.**

Employees will not be assigned to jobs where they will be exposed to sand-blast and paint-blowers while in operation.

**AUTOGENOUS  
WELDING -  
PROTEC-  
TION.**

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

**EMERY  
WHEELS.**

45. Emery wheels and grind-stones will be installed at convenient places in the shop and will be kept true and in order.

**HELPERS  
FURNISH-  
ED -  
WHEN.**

46. Mechanics and apprentices will be furnished necessary competent help to handle the work.

None but classified helpers will be assigned to help mechanics or apprentices or perform helpers' work in their craft, but when a mechanic is absent from work, his helper may be permitted to assist other mechanics.

Mechanics or apprentices will not be required to work with a helper who is incapable of receiving instructions in the performance of their work.

When experienced helpers are available, they will be employed in preference to inexperienced men.

When helping mechanics or apprentices helpers will work under the direction of such mechanic or apprentice, both under the direction of the foreman.

In cases of emergency and regular helpers are not available, laborers may be used as helpers and when so used will be paid helpers' rate.

DIS- 47. When dismantling for re-  
MANTLING, constructing, or repairing engines,  
RECON- boilers, tanks, cars or machinery, the  
STRUCTING, work will be done by mechanics of their  
OR REPAIR-respective crafts. Necessary help will  
ING be furnished.  
EQUIPMENT.

DESTROY- When destroying scrapped or con-  
ING demmed engines, boilers, tanks, cars or  
SCRAPPED machinery, the work will be done by  
OR helpers, excepting the removal of usable  
CONDEMNED parts from locomotives, or the opera-  
EQUIPMENT.tion of the cutting torch.

PROTEC- 48. No employe will be re-  
TION. quired to work under a locomotive or  
car without being protected by proper  
signals. Where the nature of the work  
to be done requires it, locomotives or  
passenger cars will be placed over a  
pit, if available.

BLOW-OFF 49. In shop and engine houses  
PIPES - not now equipped with connections for  
ENGINE taking the steam from engines, arrange-  
HOUSES. ments will be made to equip them so that  
steam from locomotives will not be  
blown off inside the house.

SMOKE 50. All engines will be  
JACKS. placed under smoke jacks in engine

houses where practicable, when being fired up.

**ELECTRIC LIGHTS - EXTENSIONS.**      51.      At shops and engine houses equipped with electricity, electric light globes and extensions will be kept in tool-rooms available for use.

**CHECKING IN.**      52.      When employees are required to check in or out on their own time, they will be allowed ten minutes additional time per day.

**PERFORMING WORK - WHO.**      53.      Mechanics' work as defined in the special rules of each craft will be performed by mechanics, regular and helper apprentices to the respective crafts.

**EMPLOYEES LAID OFF - TRANSPORTATION.**      54.      Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will upon application, be furnished with a pass to any point desired on the C&NW Railway.

**ACCIDENT REPORTS.**      55.      Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case.

At the option of the injured party, personal injury settlements may be handled by the duly authorized representatives of the employee with the duly

authorized representative of the carrier. Where death or permanent disability results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

SHOP  
TRAINS.

56. Existing conditions in regard to shop trains will be continued unless changed by mutual agreement, or unless, after disagreement between the carrier and employees, the dispute is properly brought before the Labor Board and the Board finds the continuance of existing conditions unjust and unreasonable, and orders same discontinued or modified.

The railway company will endeavor to keep shop trains on schedule time, properly heated and lighted, and in a safe, clean and sanitary condition. This not to apply to temporary service provided in case of emergency.

57. Blank.

RATES OF  
PAY.

58.	<u>Per Hour</u>
Machinists	\$1.863
Machinist Inspectors	1.863
Machinist Federal Inspectors	1.923
Machinist Autogenous Welders	1.923
Wheel Press Hand	1.623
Wheel Press Operators	1.623
Machinist Helpers - less than 250 days' service as such	
on C&NW Railway	1.563 to 1.623
Machinist Helpers - more than 250 days' service as such	
on C&NW Railway	1.587 to 1.647
Boilermakers	1.863

	<u>Per Hour</u>
Boiler Inspectors	\$1.923
B.M. Autogenous Welders	1.923
Layrout	1.923
Flanger	1.923
Boilermaker Helpers - less than 250 days' service as such on C&NW Railway	1.563 to 1.623
Boilermaker Helpers - more than 250 days' service as such on C&NW Railway	1.587 to 1.647
Flange fire Helpers	\$.06 above pre- vailing rate for B.M. Helpers at point employed.
Blacksmiths	1.863
Heavy Fire Blacksmiths	1.923
Blacksmiths-Autogenous Welders	1.923
Hammersmiths	1.983
Heavy Fire Heaters	\$.12 above B.S. Helper's rate at point employed.
Blacksmith Helpers - less than 250 days' service as such on C&NW Railway	1.563 to 1.665
Blacksmith Helpers - more than 250 days' service as such on C&NW Railway	1.587 to 1.689
Heavy Fire Blacksmith Helpers	\$.06 per hr. above B.S. Helper rate at point employed.
Hammer Operators	\$.06 per hr. above B.S. Helper's rate at point employed.
Sheet Metal Workers	1.863
Cupola Tenders	1.743 to 1.863
Moulders (Machine)	1.743
Moulders	1.863
S.M.W. Autogenous Welders	1.923

	<u>Per Hour</u>
S.M.W. Helpers - less than 250 days' service as such on C&NW Railway	\$1.563
S.M.W. Helpers - more than 250 days' service as such on C&NW Railway	1.587
Moulder Helpers - less than 250 days' service as such on C&NW Railway	1.563 to 1.623
Moulder Helpers - more than 250 days' service as such on C&NW Railway	1.587 to 1.647
Electricians	1.863
Engineer-Electricians	1.863
Crane Operators (Cranes of 40 ton capacity or over)	1.863
Crane Operators (Cranes of less than 40 ton capacity)	1.815
Generator Attendant	1.815
Switchboard Operator	1.815
Electrician Autogenous Welders	1.923
Equipment Installer- Electrician (Communication Department)	2.115
Electrician Helpers-less than 250 days' service as such on C&NW Railway	1.563 to 1.659
Electrician Helpers-more than 250 days' service as such on C&NW Railway	1.587 to 1.683
Linemen (Communications Department)	1.839
Linemen (Construction) (Com- munications Department)	1.791
Cable Splicer (Communication Department)	2.115
Carmen	1.863

	<u>Per Hour</u>
Chief Car Inspectors	\$1.923
Autogenous Welder	1.923
Other carmen	1.779
Autogenous Welder	1.839
Gas Makers	1.611
Cylinder Chargers	1.539
Gas Chargers	1.479
Car Fillers	1.479
Car Repairer Helpers (Less than	
Carpenter Helpers (250 days'	
Painter Helpers (service as	
Seamstresses (such on	
(C&NW Ry.	1.563
Car Repairer Helpers (more than	
Carpenter Helpers (250 days'	
Painter Helpers (service as	
Seamstresses (such on	
(C&NW Ry.	1.527
Passenger Car Cleaners	1.407

#### RATES OF REGULAR APPRENTICES:

PAY APPREN-	1st Period	1.299
TICES AND	2nd Period	1.335
HELPER	3rd Period	1.371
APPREN-	4th Period	1.407
TICES.	5th Period	1.443
	6th Period	1.485
	7th Period	1.557
	8th Period	1.659

#### HELPER APPRENTICES:

Machinist	)1st Period	1.587
Sheet Metal	)2nd Period	1.611
Worker	)3rd Period	1.635
Electrician	)4th Period	1.659
Carmen	)5th Period	1.683
	6th Period	1.707

Boilermaker (Boilermaker or Black-  
Blacksmith (smith Helper rate for 1st  
period with a 2.4¢ per  
hour increase each  
succeeding period.

NOTE: Rates of pay as shown in this  
rule are the basic rates effec-  
tive February 1, 1951 including  
the 12 $\frac{1}{2}$ ¢ per hour increase  
established under provisions of  
agreement dated Washington, D.C.  
March 1, 1951, but do not include  
any adjusted rates under provi-  
sions of the escalator clause of  
said agreement.

59. Blank.

60. Blank.

## MACHINISTS' SPECIAL RULES

### MACHINISTS- QUALIFICA- TIONS.

61. Any man who has served an apprenticeship or has had four 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 whatsoever shall constitute a machinist.

### MACHINISTS' WORK.

62. 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 machinery, scale building, shafting and other shop 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 super-heaters, oxy-acetylene, thermit, and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or

milling apparatus, and all other work generally recognized as machinists' work.

MACHINIST  
HELPERS'  
WORK.

63. Helpers' work shall consist of helping machinists and apprentices, operators of car brass boring machines, drill presses (plain drilling) and bolt threaders not equipped with a facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck, and tender wheels), nut tappers and facers, bolt pointing and centering machines, crane men helpers on locomotive and car work, tending tool room, machinery and locomotive oiling, box packing and grease cup filling; applying all couplings between engines and tenders; locomotive tender and draft rigging work, except when performed by carmen, and all other work generally recognized as helpers' work.

RUNNING  
REPAIRS.

64. Machinists assigned to running repairs shall not be required to work on dead work at points where dead work forces are maintained, except in cases where there is not sufficient running repair work, employees working under this rule may be assigned to perform work as per Rule 65, and be governed by Rule 66, with the understanding that this is to apply in cases of delay in getting engines into the house for running repairs.

DEAD  
WORK -  
DEFINI-  
TION OF.

65. Dead work means all work on locomotives held for heavy repairs that cannot ordinarily be completed within twenty-four hours (Saturdays, Sundays and holidays excepted) by the

regularly assigned enginehouse running repair forces. Twenty-four hours will be computed from the time repairs are started by any craft.

DEAD WORK-  
RUNNING  
REPAIRS.

66. Dead work forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delays to train movement.

WRECKING  
SERVICE.

67. When a locomotive is damaged in a wreck and work is necessary other than what is ordinarily performed by the engine crew in cases of breakdown, a machinist and helper (more if necessary) will be sent.

APPREN-  
TICES -  
INSTRUC-  
TION.

68. Apprentices shall be instructed in all branches of the trade.

The following schedules for regular and helper apprentices showing the division of time on the various classes of work are designed as guides and will be followed as closely as the conditions will permit:

REGULAR APPRENTICES

650 days - Various machines and special jobs. They will not serve over 87 days on any one machine or special job.

303 days - Floor work, oxy-acetylene, thermit and electric welding.

87 days - Enginehouse running repairs.

1240

## HELPER APPRENTICES

455 days - Various machines and special jobs.

260 days - Floor work, oxy-acetylene, thermit and electric welding.

65 days - Enginehouse running repairs.

### HELPER APPREN- TICES.

69. Helpers, when assigned as helper apprentices, must be between the ages of 21 and 30 years.

At shops and enginehouses where there are not adequate facilities for learning the trade, helpers at such shops and enginehouse will be governed by common seniority on the division employed, and may make application for apprenticeship, and be assigned to shops on the division where there are proper facilities to learn the trade.

### HELPER APPREN- TICES - RATIO.

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

### MACHINIST INSPECTOR- DIFFEREN- TIAL.

71. Machinists required to inspect locomotives and swear to reports required by Federal Locomotive Inspection Law shall receive 6 cents per hour above the minimum rate paid machinists at the points employed.

### AUTOGENOUS WELDERS - DIFFEREN- TIAL.

Autogenous welders shall receive 6 cents per hour above the minimum rate paid machinists at the point employed.

## BOILERMAKERS' SPECIAL RULES

### BOILER- MAKERS' QUALIFICA- TIONS.

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

### BOILER- MAKERS' WORK.

73. Boilermakers' work shall consist of laying out, cutting apart, building, or repairing boilers, tanks, and drums, inspecting, patching, riveting, chipping, calking, flanging and flue work; building, repairing, removing and applying steel cabs and running boards; laying out and fitting up any sheet iron or sheet steel work made of 16 gauge or heavier (present practice between boilermakers and sheet metal workers to continue relative to gauge of iron), including fronts and doors; grates and grate rigging; ash pans, front end netting and diaphragm work; engine tender steel underframe and pressed steel tender truck frames; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; applying and removing arch tubes, operating punches and shears for shaping and forming, pneumatic stay bolt breakers, air rams and hammers; bull jam, and yoke riveters; boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housings, circles and coal

buggies; I-beam, channel iron, angle iron, and tee iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxy-acetylene, thermit and electric welding on work generally recognized as boilermakers' work; and all other work generally recognized as boilermakers' work.

**BOILERMAKER  
HELPERS'  
WORK.**

74. Helpers' work shall consist of helping boilermakers and apprentices; operating drill presses, bolt cutters, punch and shear operators (cutting only bar stock and scrap), boiler washers, flue blowing, firebox cleaning, removing and applying brick arches, removing and applying fire brick in oil burners, removing and applying grates in the performance of their regular duties on running repair work; cleaning out telltale holes, operating air hammers when used to loosen and remove scale from fireboxes and boilers, attending tool room in boiler shop, holding on all stay bolts and rivets striking chisel bars, side sets, and backing out punches, heating rivets (except when performed by apprentices), cutting off of flues and safe ends, and testing of same on floor, and all other work generally recognized as helpers' work.

**DEAD WORK.**

75. Boilermakers assigned to running repairs shall not be required to work on dead work at points where dead work forces are maintained, except in cases where there is not sufficient running repair work.

Dead work means all work on locomotives held for repairs that cannot ordinarily be completed within twenty-four hours (Saturdays, Sundays and holidays excepted) by the regularly assigned enginehouse running repair forces. The twenty-four hours will be computed from the time repairs are started by any craft.

DEAD WORK  
FORCE -  
RUNNING  
REPAIRS.

Dead work forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get locomotives out in time to prevent delays to train movement.

COOLING  
OFF.

Boilermakers and helpers will be given a reasonable time to cool off when required to go from hot to cold work.

FLANGE  
TURNERS,  
ETC.

76. Flange turners, layer outs, and fitter ups shall be assigned in shops where flue sheets and half side sheets or fireboxes are flanged, removed and applied. One man may perform all these operations where the service does not require more than one man.

BOILER  
INSPECTORS.

Boiler inspectors-Staybold inspectors will be assigned at all points where monthly stay bolts and boiler inspection of fifteen or more engines is required. When such employees have no inspection work to perform, they may be assigned to other boilermakers' work.

AUTOG. 77. Boilermakers, appren-  
WELDING - tices, and helpers will not be required  
PROTEC- to work in boilers or tanks while  
TION. electric or other welding processes are  
in use unless proper protection is pro-  
vided.

AUTOG. 78. Not more than one oxy-  
OPERATOR- acetylene welding or cutting operator  
MORE THAN or electric operator will be required  
ONE. to work in firebox or shell of boiler  
at the same time, unless proper pro-  
tection is provided.

WELDER 79. Oxy-acetylene welding  
HELPER - or cutting operator will be furnished  
WHEN. with helper when necessary, or when, in  
the opinion of the operator, it is  
essential for personal safety.

ASH PAN 80. When it is necessary to  
WINGS AND renew, remove, or replace flue, door,  
DOME CAPS side, or crown sheets by means of oxy-  
REMOVED. acetylene or other cutting and welding  
processes, such portion of the ash-pan  
wings and grates as interfere with the  
operator, will be removed. Dome caps  
will be removed and front ends opened  
up if required, for proper ventilation.

BOILERS 81. Boilers will have steam  
COOLED. blown off and be sufficiently cooled  
before boilermakers or apprentices are  
required to work in them, unless delays  
in train movement will result. Blowers  
will be furnished when possible to do so.

FRONT ENDS Front ends or fireboxes of engines in  
WASHED for other than running repairs will be  
OUT. washed out before boilermakers or  
apprentices are required to work in them.

HAMMER - 82. Two boilermakers, or one  
LONG boiler maker and competent aporentice  
STROKE. with at least four periods' experience  
will be used to operate a long stroke  
hammer; that is, an air hammer capable  
of driving stay bolts or rivets five-  
eighths inch diameter or larger, or of  
expanding flues or tubes. Double-gun  
work will not be permitted.

FLUES - When expanding super-heater flues,  
EXPANDING two boilermakers, or one boiler maker  
SUPER- and a competent apprentice with at  
HEATER. least four periods' experience, will be  
used.

STAY BOLT One boiler maker and one helper will  
DRIVERS. be used to operate stay bolt driver,  
and two stay bolt drivers on one bolt  
will not be considered double-gun work.

TAPPING 83. No tapping or reaming  
AND will be done in fireboxes when same is  
REAMING. near enough to endanger the men working,  
on inside of firebox. A space of ten  
rows of stay bolts will be considered  
sufficient, it being understood that  
the helper will protect the men with a  
sleeve over a tap when tapping is being  
done..

HELPER 84. Boilermakers engaged on  
FURNISHED-running repair work will be furnished  
ON ROAD. a helper when necessary, or when they  
are sent out on the road, on such work  
as requires a helper at home point.

HELPERS - 85. Helpers while engaged  
FLANGE on flange fires will not be requested  
FIRE. to do other work than that in connection  
with flanging, and will not be asked to

go outside of shop to handle fuel during cold weather, regularly assigned men will be used on flange fires, as far as practicable.

## HELPER APPRENTICES

- APPLICA- 86. Applicants for helper  
TIONS. apprentice shall be governed by a common seniority on the division employed.
- QUOTA. Seventy-five per cent of the apprentices may consist of boilermaker helpers.
- AGE. Helpers, when assigned as helper apprentices, must be between the ages of 21 and 40 years.
- WELDING Apprentices shall not work on oxy-  
PROCESS. acetylene, thermit, electric or other welding processes until they are in their last two periods.
- SERVICE - Apprentices serving their apprenticeship in the back shop will serve 65  
ENGINE- ship in the back shop will serve 65  
HOUSE. days on general enginehouse work.
- APPRENTICE- On divisions where there is no back  
SHIP shop, an apprenticeship may be served  
OTHER at some one point where the best  
THAN facilities are for learning the trade.  
SHOP. Helper apprentices will complete their last period and regular apprentices their last two periods at shop points.
- SCHEDULE 87. The following schedule  
REGULAR for regular apprentices showing the  
APPREN- division of time on the various classes  
TICES. of work is designed as a guide and will be followed as closely as the conditions will permit:

108 Days - Heating rivets and helping  
 boilermakers.  
 109 Days - Tank repairing and sheet  
 iron work.  
 108 Days - Rolling flues; ash pan  
 work.  
 130 Days - Stay bolts and setting  
 flues.  
 325 Days - General boiler work.  
 65 Days - General enginehouse work.  
 65 Days - Electric or oxy-acetylene  
 welding.  
130 Days - Laying out and flanging.  
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SCHEDULE  
 HELPER  
 APPRENTICES.

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

109 Days - Tank repairing and sheet  
 iron work.  
 108 Days - Rolling flues; ash pan  
 work.  
 108 Days - Stay Bolts and setting  
 flues.  
 195 Days - General Boiler work.  
 65 Days - General enginehouse work.  
 65 Days - Electric or oxy-acetylene  
 welding.  
 130 Days - Laying out and flanging.

BOILER  
 INSPECTORS  
 ETC.,  
 DIFFERENTIAL.

89. Boilermakers assigned  
 assigned as boiler inspectors, also  
 flangers, layers out, and autogenous  
 welders shall receive 6 cents per hour  
 above the minimum rate paid boiler-  
 makers at the point employed.

FLANGE  
FIRE .  
HELPER -  
DIFFEREN-  
TIAL.

90.           Helpers on flange fires  
shall receive 6 cents per hour above  
the helpers' rate at the point employed.

## BLACKSMITHS' SPECIAL RULES

### BLACK- SMITHS - QUALIFI- CATIONS.

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

### BLACK- SMITHS' WORK.

92. Blacksmiths' work shall consist of welding, forging, heating, shaping, and bending of metal; tool dressing and tempering, spring making, tempering and repairing, potashing, case and bichloride hardening; flue welding under blacksmith foreman; operating furnaces, bulldozers, forging machines, drop-forging machines, bolt machines and Bradley hammers; hammer-smiths, drop hammermen, trimmers, rolling mill operators; operating punches and shears doing shaping and forming in connection with blacksmiths' work; oxy-acetylene, thermit and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work.

### BLACKSMITH HELPERS' WORK.

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

generally recognized as blacksmith helpers' work.

BLACK-  
SMITH  
HELPER  
APPREN-  
TICES -  
QUOTA,  
AGE.

94. At least 50 per cent of the apprentices shall consist of blacksmith helpers and must not be over 35 years of age.

APPREN-  
TICES  
OPPOR-  
TUNITY.

95. Apprentices shall be given an opportunity to learn all branches of the trade, and will not be kept on any one class of work longer than 87 days. Apprentices shall not work on oxy-acetylene, thermit, electric or other welding processes until they are in their last two periods.

RATE  
ESTABLI-  
SHED.

96. A rate established on a certain class of work shall remain the same, and the men placed on such work shall receive such rate.

FURNACES  
OR FIRES-  
PRE-  
PARING.

97. Blacksmith helpers required to prepare furnaces or build fires on their own time will be allowed thirty minutes straight time for each fire built or furnace prepared.

FURNACE  
OPERA-  
TORS,  
HEATERS.

98. Furnace operators (heaters) will be assigned to operate furnaces making or working material six inches or over and heating it for forgemen.

Heaters will be assigned to operate furnaces used in connection with

forging machines four inches and over or to heat any material four inches and over to be forged.

Heaters will also be assigned to heavy fires.

When operators are required on other furnaces, helpers will be used.

COAL AND OIL.            99.            Coal and oil suitable for smithing purposes will be furnished at all times.

HAMMER DRIVERS.        100.            Competent steam hammer drivers will be furnished.

DIFFERENTIALS - 6 INCH MATERIAL.        101.            Blacksmiths working or making material 6 inches or over shall be classified as hammersmiths and shall receive 12 cents per hour above the minimum rate paid blacksmiths at the point employed.

4-INCH MATERIAL.        Blacksmiths working material 4 inches or over shall be classified as heavy fire blacksmiths and shall receive 6 cents per hour above the minimum rate paid blacksmiths at the point employed.

HEATERS - HEAVY FIRES.        Heaters on heavy fires shall receive 12 cents above the minimum rate paid helpers at point employed.

BLACK-SMITH HELPERS.        Hammer operators and helpers working with hammersmiths or heavy fire blacksmiths shall receive 6 cents per hour above the minimum rate paid helpers at point employed.

**FURNACE  
OPERATORS  
(HEATERS).**      **Furnace operators (heaters) opera-**  
**ting furnaces for hammersmiths shall**  
**receive the minimum rate paid black-**  
**smiths at the point employed.**

**AUTO-  
GENOUS  
WELDERS.**      **Autogenous welders shall receive 6**  
**cents per hour above the minimum rate**  
**paid blacksmiths at the point employed.**

## SHEET METAL WORKERS' SPECIAL RULES

### SHEET METAL WORKERS - QUALIFI- CATIONS.

102. Any man who has served an apprenticeship, or has had four or more years' experience at the various branches of the trade, who is qualified and capable of doing sheet metal work or pipe work as applied to buildings, machinery, locomotives, cars, etc., whether it be tin, sheet iron, or sheet copper, and capable of bending, fitting, and brazing of pipe, shall constitute a sheet metal worker.

### SHEET METAL WORKERS' WORK.

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

SHEET  
METAL  
WORKER  
HELPERS'  
WORK.

104. Sheet metal worker helpers' work shall consist of helping sheet metal workers and apprentices, operating babbitt fires, the babbitting of car brasses where tinning is not required, the reclaiming of old car brasses, and all other work generally recognized as sheet metal worker helpers' work.

WORK ON  
BOILERS  
UNDER  
STEAM-  
EXCEP-  
TIONS.

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

SHEET  
METAL  
WORKERS  
SENT ON  
LINE OF  
ROAD.

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

SHEET  
METAL  
WORKERS -  
RUNNING  
REPAIRS.

107. The assignment of running repair sheet metal workers to dead work shall not be the recognized practice, but at points where no dead work sheet metal workers are employed, they may be so assigned if the needs of the service require it.

SHEET  
METAL  
WORKERS -  
DEAD WORK.

108. Dead work forces will not be assigned to perform running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

**SHEET** 109. Sheet metal workers will  
**METAL** not be assigned to work not applicable  
**WORKERS** - to them, except in emergency cases.  
**NOT AS-**  
**SIGNED.**

#### HELPER APPRENTICES

**SHEET** 110. Fifty per cent of appren-  
**METAL** tices, provided they are not more than  
**WORKER** thirty years of age, may be selected  
**HELPER** from the helpers of this craft.  
**APPREN-**

**TICES -** At shops or engine houses where there  
**QUOTA,** are not adequate facilities for learning  
**AGE.** the trade, helpers will be governed by  
a common seniority on division where  
employed and may make application for  
apprenticeship and be assigned to shops  
or engine houses on divisions where  
there are proper facilities to learn the  
trade.

**SHEET** 111. Helper apprentices will  
**METAL** start at the third classification of  
**WORKER** regular apprentices' schedule when  
**HELPER** entering their apprenticeship, and con-  
**APPREN-** tinue through as regular apprentices.  
**TICES'**  
**SCHEDULE.**

**SHEET** 112. The following schedule  
**METAL** for regular apprentices showing the di-  
**WORKERS** vision of time on the various classes  
**REGULAR** of work is designated as a guide and  
**APPREN-** will be followed as closely as the con-  
**TICES'** ditions will permit;  
**SCHEDULE.**

130 Days - Helping.  
130 Days - Light pipe work.  
260 Days - Tinning, babbitting and  
brazing, laying out and

forming.

260 Days - Engine and car work.

260 Days - General work, including  
one month's experience  
with oxy-acetylene torch.

SHEET 113. Autogenous welders shall  
METAL receive 6 cents per hour above the mini-  
WORKER - mum rate paid sheet metal workers at  
DIFFEREN- point employed.  
TIAL.

MOLDERS. 113½. Molders' work shall con-  
sist of general floor, bench and machine  
molding for iron, brass, aluminum cast-  
ings from special patterns, including  
core making; make journal brasses, hub  
plates; liners and lining; preparing  
and heating ladles; preparing and  
charging furnace, and all other work  
generally recognized as molders' work.

Any man who has served an apprenticeship or has had four or more years' experience in general foundry practice and core making, and is competent to operate molding machine, shall be classified as molder.

MOLDER  
HELPERS. Helpers' work shall consist of helping  
molders and apprentices; preparing sand,  
chipping and grinding castings, and all  
other work generally recognized as  
helpers' work, and will be compensated  
at rate of \$1.587 per hour.

Any molder helper assigned to perform general molder helpers' work and, in addition, being competent and assigned to reline and rebuild furnaces, and bore truck and trailer brasses, shall be

compensated at rate of \$1.647 per hour.

REGULAR  
AND  
HELPER  
APPREH-  
TICES.

Regular and helper apprentices may be assigned in connection with the work included under Rule 113<sup>1</sup> and under provisions of rule 37.

## ELECTRICAL WORKERS' SPECIAL RULES

### ELECTRICIANS' QUALIFICATIONS.

114. Any man who has served an apprenticeship or who has had four years' practical experience in electrical work and is competent to execute same to a successful conclusion will be rated as an electrical worker.

An electrical worker will not necessarily be an armature winder.

### ELECTRICIANS' WORK.

115. Electricians' work shall consist of repairing, rebuilding, installing, inspecting, and maintaining the electric wiring of generators, switchboards, motors and control, rheostats and control, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, and axle-lighting equipment; winding armatures, fields, magnet coils, rotors, transformers, and starting compensators. Inside wiring in shops and on steam and electric locomotives, passenger train and motor cars; include cable splicers, wiremen, armature winders, electric crane operators, for cranes of forty-ton capacity or over, and all other work properly recognized as electricians' work.

### LINEMEN'S WORK.

116. Linemen's work shall consist of building, repairing and maintaining pole lines and supports for service wires and cables, catenary and monorail conductors and feed wires, overhead and underground, and all outside wiring in yards.

Men employed as motor attendants,

generator attendants, and substation attendants who start, stop, and oil and keep their equipment clean and change and adjust brushes for proper running of their equipment, and switch-board operators.

Electric crane operators of less than forty-ton capacity.

ELECTRI-  
CIAN  
HELPERS'  
WORK.

117. Electrical worker helpers' work shall consist of helping electrical workers and apprentices, stripping headlight armatures, dismantling conduit on locomotives when scrapped, cleaning and removal of lamps and cleaning of reflectors, oiling of motors, and all other work generally recognized as helpers' work.

HELPER APPRENTICES

ELECTRI-  
CIAN  
HELPER  
APPREN-  
TICES -  
AGE.

118. Helpers when assigned as helper apprentices will not be over 30 years of age.

Fifty per cent of the apprentices shall consist of electrical workers' helpers.

QUOTA.

At shops and enginehouses where there are not adequate facilities for learning the trade, helpers at such shops and enginehouses will be governed by a common seniority, and may make application for apprenticeship, and be assigned in shops on the divisions where there are proper facilities to learn the trade.

**ELECTRI-  
CIAN  
APPREN-  
TICES'  
SCHEDULE.**

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

- 130 Days - General engine wiring and A.T.C. on engines, also A.T.C. shop work.
- 130 Days - General maintenance and construction work.
- 130 Days - Roundhouse work.
- 65 Days - Fire alarm, telephone and operating cranes.
- 86 Days - Car Department, wiring cars, lighting and air conditioning and motor maintenance.
- 174 Days - Coach yards, air conditioning, battery and streamlined trains.
- 195 Days - Armature room, winding coils, shop motors, generator armatures.
- 130 Days - Motor car wiring and overhauling motor car parts.

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**ELECTRI-  
CIAN  
HELPER  
APPREN-  
TICES'  
SCHEDULE.**

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

- 130 Days - General engine wiring and A.T.C. on engines, also A.T.C. shop work.
- 130 Days - General maintenance and construction work.

- 65 Days - Roundhouse work.
- 65 Days - Fire alarm, telephone and operating cranes.
- 65 Days - Car Department, wiring cars, lighting and air conditioning.
- 130 Days - Coach yards, air conditioning, battery and streamlined trains.
- 130 Days - Armature room, winding coils, shop motors, generator armatures.
- 65 Days - Motor car wiring and overhauling motor car parts.

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Helper apprentices may serve the 130 days at their local enginehouse, if it is in automatic train control territory, but cannot be put on as such without permission from the chief mechanical officer so as not to conflict with apprentices at Chicago Shops, or paragraph six, rule 37.

RUBBER  
GLOVES,  
ETC.

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

ELECTRI-  
CIANS  
DIFFER-  
ENTIAL.

122. Autogenous welders shall receive 6 cents per hour above the minimum rate paid electrical workers at point employed.

## CARMEN'S SPECIAL RULES

CARMEN'S 123. Any man who has served  
QUALIFICA- an apprenticeship or who has had four  
TIONS. years' practical experience at carmen's  
work, and who with the aid of tools,  
with or without drawings, can lay out,  
build, or perform the work of his craft  
or occupation in a mechanical manner,  
shall constitute a carman.

CARMEN'S 124. Carmen's work shall con-  
WORK. sist of pattern-making, flask-making,  
cabinet work, passenger car work,  
surfacing, priming, varnishing,  
lettering, decorating passenger cars  
and locomotives; upholstering, building,  
repairing, removing and applying loco-  
motive cabs, pilots, pilot beams,  
running boards, foot and headlight  
boards; wood tender frames; wood machine  
operating, buffing, millwright work and  
all other work of the same class  
generally recognized as carmen's work.

OTHER  
CARMEN'S  
WORK. Other carmen's work shall consist of  
bench carpenter work, passenger car  
platform work, carpenter work in con-  
nection with building and repairing  
motor lever and hand cars, station  
trucks and other similar equipment  
when at shops and all other carpenter  
work in shops and yards; building and  
repairing way car steps, repairing  
stationary car equipment and similar  
boxes; burning off or sand-blasting  
paint; spraying or painting underframes,  
roofs, floors, trucks, iron work,  
battery boxes and other equipment on  
passenger cars; locomotive painting,  
freight and way car painting and

stenciling; laying out and cutting stencils; painting and stenciling tool houses, gateman towers and similar buildings, roadway signs, station trucks, motor cars and other similar equipment when at shops; paint removing with sandpaper or torch and all other work generally recognized as painters' work. Freight and passenger car inspecting, air hose coupling in train yards and terminals; mounting, dismounting and repairing steam, air and water hose; operating punches and shears doing shaping and forming, hand forges and heating torches in connection with carmen's work; repairing freight cars and tender trucks; pipe work in connection with air brake equipment on freight cars; applying prepared metal roofing; insulating refrigerator car doors and hatch plugs; wrecking derrick engineers; oxy-acetylene, thermit and electric welding on work generally recognized as carmen's work and all other work of the same class generally recognized as carmen's work.

**CARMEN  
HELPERS'  
WORK.**

125. Carmen helpers' work will consist of helping carmen and apprentices, seamstress work, operating power sewing machines, stripping all upholstering material except opening up for partial repairs, dyeing upholstering material with prepared dyes, washing upholstering equipment; applying metal strips in dust guards; scrubbing preparatory to painting; rivet heating when not done by apprentices; operating bolt threaders, nut tappers, drill presses, punches and shears

(cutting only bar stock and scrap), material carriers, toolroom attendants, holding on rivets, striking chisel bars, side sets, and backing out punches, using backing hammer and sledges in assisting carmen in straightening metal parts of cars; cleaning journals, oiling and packing, and applying brasses in connection therewith, assist carmen in erecting scaffolds and all other work generally recognized as carmen helpers' work.

**WRECKING  
CREWS.**

126. Wrecking crews, including engineers and firemen, shall be composed of regularly assigned carmen, and will be paid for such service as per general rules. Meals and lodging will be provided by the railway company while crews are on duty in wrecking service.

**WRECKING  
CREW -  
CONSIST.**

127. All or part of regularly assigned wrecking crews, as may be required, will be called for wrecks or derailments.

**DERAIL-  
MENTS -  
OTHER  
EMPLOYES.**

This does not preclude using other employes to pick up or clear minor derailments when wrecking derrick is not needed.

**CAR  
INSPEC-  
TORS -  
QUALIFICA-  
TIONS.**

128. Men assigned to inspecting must be able to speak and write the English language, and have a fair knowledge of the A. R. A. rules and safety appliance laws.

**CAR IN-  
SPECTORS-  
TAKING  
RECORD.**

129. Inspectors and other carmen in train yards will not be required to take record, for conducting transportation purposes, of seals,

commodities or destination of cars.

**REPAIR  
TRACK  
SWITCHES-  
LOCKED.**

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

**BLUE FLAG  
PROTEC-  
TION.**

131. Trains or cars while being inspected or worked on by train yard men will be protected by blue flag by day and blue light by night, which will not be removed except by men who place same.

**INTER-  
MITTENT  
SERVICE.**

132. At small or minor points where the service requirements are intermittent or are not continuous for the full twenty-four hours of the day, and can be met with a minimum number of employes (but not to exceed three) in the Car Department, by assigning the hours of such employes to suit the service and so that the eight working hours can be arranged within a spread of not to exceed ten hours with but one interval, such an assignment of hours may be made.

The time of starting will conform to the provisions of Rules 2 or 3.

**AIR  
HAMMERS,  
JACKS,  
ETC.**

133. Air hammers, jacks, and all other power-driven machinery and tools, operated by carmen or by their apprentices, will be furnished by the railway company and maintained in safe working condition.

**MATERIAL.** 134. Crayons, soapstone,  
**TOOLS -** marking pencils, tool handles, saw  
**FURNISHED** files, motor bits, brace bits, cold  
**BY RY.** chisels, bars, steel wrenches, steel  
**COMPANY.** sledges, hammers (not claw hammers),  
reamers, drills, taps, dies, lettering  
and striping pencils and brushes will  
be furnished by the railway company.

**TOOLS** 135. Upon entering service,  
**FURNISHED** and at all times thereafter, carmen and  
**BY** apprentices will be required to pro-  
**EMPLOYES.** vide necessary personal tools for the  
proper performance of work to which  
they are assigned.

**BLACKING** 136. The application of  
**FIRE AND** blacking to fireboxes and smokeboxes  
**SMOKE** of locomotives in engine houses will  
**BOXES.** not be considered painters' work.

**INSPEC-** 137. When necessary to repair  
**TION -** or inspect cars on the road or away  
**ROAD WORK.** from the shops, carmen will be sent  
out to perform such work.

**NECESSARY** Two carmen or a carman and helper  
**HELP -** will be sent to perform such work as  
**ROAD WORK.** putting in couplers, draft timbers,  
draft rods, arch bars, center pins,  
putting cars on center, truss rods,  
applying switch chains (present practice  
to continue), wheels and work of similar  
character.

Additional help will be furnished  
when necessary.

**CARMEN** 138. Regular apprenticeships  
**APPREN-** will be established in all branches  
**TICES.** of the trade.

AUTOGENOUS 139. Apprentices shall not  
WELDING - work on oxy-acetylene, thermit, elec-  
CARMEN AP- tric or other welding processes until  
PRENTICES. they are in their last year.

CARMEN 140. Helpers when assigned  
HELPER as helper apprentices will not be over  
APPRENTICES 35 years of age.  
AGE-RATIO.

Fifty per cent of helper appren-  
tices may be selected from carmen  
helpers who have had one year experi-  
ence on the division at the time appli-  
cation for apprenticeship is made.

CARMEN 141. Schedule regular ap-  
REGULAR prentices - Division of time for  
APPREN- painter apprentices.  
TICES',  
PAINTER  
SCHEDULE.

The following schedule for regular  
apprentices, painter, showing the di-  
vision of time on the various classes  
of work, is designed as a guide and  
will be followed as closely as the  
conditions will permit:

130 Days - Freight car painting.  
130 Days - Color room, mixing paint.  
130 Days - General locomotive  
painting.  
260 Days - Brush work, passenger  
equipment.  
390 Days - Lettering, striding,  
varnishing and such lay-  
ing out and designing as  
the shop affords.

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CARMEN  
HELPER  
APPREN-  
TICES,  
PAINTER  
SCHEDULE.

142. Helper apprentices -  
Division of time for painter apprentices.

The following schedule for helper  
apprentices, painter, showing the divi-  
sion of time on the various classes

of work, is designed as a guide and will be followed as closely as the conditions will permit:

87 Days - Freight car painting.  
87 Days - Color room, mixing paint.  
87 Days - General locomotive painting.  
217 Days - Brush work, passenger equipment.  
302 Days - Lettering, striping, varnishing and such laying out and designing as the shop affords.

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CARMEN  
REGULAR  
APPRENTICES-  
SCHEDULE.

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

390 Days - General freight work, wood and steel.  
130 Days - Air brake work.  
130 Days - Mill machine work.  
390 Days - General coach work, wood and steel.

---

1040

CARMEN  
HELPER  
APPRENTICES-  
SCHEDULE.

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

conditions will permit. Where sufficient passenger car department work is not available without exceeding the regular ratio of apprentices in the passenger car department, apprentices will complete their apprenticeship in the freight car department.

260 Days - General freight work, wood and steel.

130 Days - Air brake work.

130 Days - Mill machine work.

260 Days - General coach work, wood and steel.

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780

INCREASING 145. In the event of not being  
FORCE WHEN able to employ carmen with four years'  
EXPERI- experience, and the regular and helper  
ENCHED CAR- apprentice schedule not providing men  
MEN NOT enough to do the work, the forces may  
AVAILABLE. be increased in the following manner:

Regular apprentices who have served 520 days and helper apprentices who have served 520 days may be promoted to mechanics at point employed and will be paid the minimum rate for carmen, seniority to govern.

Helpers who have had 1040 days or more experience at point employed may be promoted to mechanics, they to receive the minimum rate for carmen and be given an opportunity to learn the trade, seniority to govern.

The duly authorized committee in each shop covered by this agreement will be consulted and mutual understanding arrived at in promoting helpers. The

ratio of helpers to be promoted to the number of mechanics in any one shop shall not exceed 20 per cent.

When a reduction is made in force of mechanics, promoted helpers, in accordance with their seniority, shall be set back first, then advanced apprentices.

No mechanics to be laid off until all such promoted helpers and apprentices have been set back.

Promoted regular apprentices and promoted helpers who have not served 1040 days on mechanics' work, and promoted helper apprentices who have not served 780 days on mechanics' work, will be set back at any time that mechanics with four years or more experience make application for employment.

CARMEN  
DIFFER-  
ENTIAL.

146. Autogenous welders shall receive 6 cents per hour above the minimum rate paid carmen at the point employed.

COACH  
CLEANERS.

147. The provisions of this agreement shall apply to coach cleaners.

GAS  
CHARGERS.

148. This agreement shall apply to positions classified as gas chargers (gas fillers) employed in California Avenue and Erie Street Coach Yards, also positions of gas makers at California Avenue Gas Plant, Chicago, Illinois.

RULES APPLICABLE TO MAINTENANCE,  
ELECTRICAL ENGINEERING, COMMUNICATIONS  
and  
SIGNAL DEPARTMENTS

- RULES APPLICABLE TO M., E.E., C. AND S. DEPTS.**      149.      Except as provided in Rules 149 to 168, inclusive, rules in this agreement will govern so far as applicable. All matters will be handled through the channels of each department in conformity with rules 32 and 33.
- WORKING CONDITIONS - M., E.E., C. AND S. DEPTS.**      150.      Starting time of work, meal and lunch periods shall be regular and consistent with the requirements of the service, except that no assigned hours will be designated for employees performing intermittent service, requiring them to work, wait or travel, as regulated by train service and the character of their work, and where hours cannot be definitely regulated.
- STARTING AND ENDING OF DAY - M., E.E., C. AND S. DEPTS.**      151.      An employee's time will begin and end at a designated point, but in terminal territory more than one such point may be named (Elmhurst, Mayfair, Evanston and Twentieth Street, and all inclusive, will be Chicago Terminal).
- SENIORITY - M., E.E., C. AND S. DEPTS.**      152.      Seniority rights of employees specified herein will be confined to the territory of their immediate supervising officer. The seniority lists will be open to inspection and copies furnished the committee.

REGULARLY  
ASSIGNED  
TO ROAD  
WORK -  
HOURLY  
BASIS.

153. Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station), shall be paid continuous time from time of leaving home station until the time they return, whether working, waiting, or traveling, exclusive of meal period, as follows: Straight time rate for all hours traveling and waiting on assigned work days. Time and one-half rate for all hours traveling and waiting on rest days and holidays. Straight time rate for work during regular hours and overtime rate for work performed during overtime hours. If relieved from duty and permitted to go to bed for five hours or more they will not be allowed pay for such hours. Where meals and lodging are not provided by the railway company when away from home station, actual necessary expenses will be allowed.

The starting time to be not earlier than 6 a.m. nor later than 8 a.m.

Where two or more shifts are worked, the starting time will be regulated accordingly.

Where employees are required to use boarding cars the railway company will furnish sanitary cars and equip them for cooking, heating and lodging; the present practice of furnishing cooks and equipment, and maintaining and operating the cars, shall be continued.

Exception.- In case where the schedule of trains interferes with

the starting time an agreement may be entered into by the superintendent of the department affected and the general chairman of the craft affected.

SHEET  
METAL  
WORKER  
HELPER  
APPRENTICES.

154. Sheet metal worker helper-apprentices, provided they are not more than 30 years of age, may be selected from the helpers in a seniority district. They will serve their apprenticeship on the road and or at shops where they hold seniority.

ROAD WORK-  
MONTHLY  
BASIS.

155. Monthly rates paid employees regularly assigned to road work as in effect August 31, 1949, shall be reduced on and after September 1, 1949, by \$2.43, which monthly rates represent a comprehended monthly hourage of 228-1/3 hours; no overtime is allowed for time worked in excess of eight hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

These employees shall be assigned one regular rest day per week, Sunday, if possible. Overtime rules applicable to other employees coming within the scope of this agreement shall apply to service performed on such assigned rest day. On the sixth day of the work week employees will not be required to perform ordinary maintenance or construction work not heretofore required on Sundays and on holidays. The straight time hourly rate of these monthly rated employees shall be determined by dividing the monthly rate by 228-1/3.

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

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

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

CAMP CARS-  
M., E. E.,  
C. AND S.  
DEPTS.

156. It shall be the policy to maintain camp cars in good and sanitary condition and to provide sufficient means for ventilation and air space. All dining and sleeping cars shall be screened when necessary. It will be the duty of the foreman to see that cars are kept clean.

FURNISH-  
ING WATER,  
ETC.- M.,  
E. E., C.  
AND S.  
DEPTS.

157. The railway company will see to it that an adequate supply of water conveniently located, suitable for domestic use is made available to employes living in its buildings, camps or outfit cars. Where it must be transported and stored in receptacles, they shall be well adapted to the purpose.

SPECIAL RULES APPLICABLE TO THE  
MAINTENANCE DEPARTMENT

LEADING  
MECHANICS-  
MAIN-  
TENANCE  
DEPT.

158. A mechanic may be assigned to work with and direct the work of one or more mechanics with or without their helpers and will receive the differential while so assigned.

TRAVELING  
MECHANICS-  
MAIN-  
TENANCE  
DEPT.

159. A man who is qualified to maintain and construct railroad water supply, plumbing, sewers, heating plants, and coal plant, draw-bridge, icehouse and elevator machinery, and who can carry on to a successful conclusion such work with or without drawings. His special classification shall be determined by the nature of his major duties.

BLACK-  
SMITH -  
MAIN-  
TENANCE  
DEPT.

160. A man who is qualified in autogenous welding and repairing of frogs, track material and other railroad metal work.

SCALE  
INSPECTOR-  
MAIN-  
TENANCE  
DEPT.

161. A man who is qualified to maintain and construct railroad scales, and who can carry on to a successful conclusion such work with or without drawings.

CARMEN -  
MAIN-  
TENANCE  
DEPT.

162. A man qualified to construct, repair and maintain motor track cars and motors on same.

SPECIAL RULES APPLICABLE TO THE  
ELECTRICAL ENGINEERING DEPARTMENT

LEADING  
MECHANIC-  
E.E. DEPT.

163. A mechanic may be assigned to work with and direct the work of one or more electricians with or without their helpers and will receive the differential while so assigned.

TRAVELING  
MECHANICS-  
E.E. DEPT.

164. An electrician who is qualified in electrical maintenance and construction of light and power work as defined in Rules 115 and 116 and who can carry same to a successful conclusion with or without drawings.

SPECIAL RULES APPLICABLE TO THE  
COMMUNICATIONS DEPARTMENT

LINEMEN  
COMMUNI-  
CATIONS  
DEPT.

165. A lineman electrician who is qualified to install, inspect, repair or maintain inside wiring, switchboards, rheostats, motor generators or other signaling line utilization equipment, splice lead-sheathed cable, or do any other work upon signaling lines that is generally recognized as electricians' work.

An electrician stationed at a designated headquarters, who is qualified both as electrician and lineman, and who, subordinate to the foreman of a district, has charge of and is responsible for the repairs and maintenance of line and equipment in a more or less definitely limited subdivision, or subdivisions, of the foreman's district is a station lineman.

(NOTE.- A stationed lineman works upon ordinary repairs and maintenance

in any part of the foreman's district, but under ordinary circumstances remains upon the subdivision or subdivisions maintained from his headquarters. He is available in emergencies upon other districts.)

CONSTRUCTION LINE-MEN - COMMUNICATIONS DEPT.	166.           An electrical worker who can skillfully use the tools and apparatus, assemble the materials and build the types of signaling pole lines in charge of the communications department (in accordance with the standards thereof) and do the well-furnished work of the craft as mentioned above.
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SPECIAL RULES APPLICABLE TO THE  
SIGNAL DEPARTMENT

CARMEN - SIGNAL DEPT.	167.           A man qualified to construct, repair and maintain motor track cars and motors on same.
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COMPOSITE SERVICE - CLASSIFICATION SIGN. DEPT.	168.           Signal maintainers, who for 50 per cent or more of their time, perform work as defined in Rules 115 and 116 will be classified as electrical workers.
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These rules, and rulings thereon, constitute in their entirety an agreement between the Chicago and North Western Railway Company and System Federation No. 12, representing machinists, boiler-makers, blacksmiths, sheet metal workers, electrical workers, carmen, apprentices, helpers and coach cleaners, and shall remain in force until such time that either party desires a change, in which case thirty days' written notice shall be given the other party.

FOR THE CHICAGO AND NORTH WESTERN RAILWAY  
COMPANY:

*G. H. Stephens*

Vice President in Charge of Personnel.

FOR THE FEDERATED CRAFTS:

*J. M. Church*

General Chairman Joint Committee

For the International Association of Machinists  
(Apprentices and Helpers):

*J. M. Church*

For the International Brotherhood of Boilermakers,  
Iron Ship Builders and Helpers of America  
(Apprentices):

*J. C. Hooley*

For the International Brotherhood of Blacksmiths,  
Drop Forgers and Helpers (Apprentices):

*Louis G. Lee*

For the Sheet Metal Workers' International  
Association (Apprentices and Helpers):

*E. Peterson*

For the International Brotherhood of Electrical  
Workers (Apprentices and Helpers):

*C. H. Foote*

For the Brotherhood of Railway Carmen of America  
and their Apprentices and Helpers:

*Jack Cohan*

## APPENDIX

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES' DEPARTMENT, A. F. OF L., MECHANICAL SECTION NO. 1 THEREOF, SUPPLEMENTING AGREEMENT OF JUNE 28, 1921, COVERING UNDERSTANDINGS IN RESPECT TO APPLICATION OF RULE 29, FEDERATED CRAFTS' AGREEMENT.

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It is hereby agreed that agreement of June 28, 1921, covering understandings in respect to rule 29, federated crafts' agreement, is modified or revised, effective June 1, 1939, to provide:

1. At a point where there are not to exceed five mechanics employed, one mechanic on a shift may be classified as mechanic-in-charge and compensated at a monthly rate to cover service performed.
2. On a shift where but one mechanic, classified as mechanic-in-charge is employed, he will be permitted to do any and all mechanics work.
3. At a point where service requirements necessitate the employment of a mechanic in addition to the mechanic-in-charge, a machinist will be employed, both of whom will be permitted to do any and all mechanics work.
4. On a shift or at a point where service requirements necessitate employment of two mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, a machinist and then a boilermaker will be em-

ployed, all of whom will be permitted to do any and all mechanics work. The total mechanics employed at the point shall not exceed five.

5. On a shift or at a point where service requirements necessitate employment of three mechanics in addition to the mechanic-in-charge or mechanics-in-charge, as the case may be, the third mechanic will be of a class determined by agreement between the railway company officers and General Committee, System Federation No. 12. The mechanics and mechanics-in-charge will be permitted to do any and all mechanics work.

6. On a shift where service requirements necessitate employment of four mechanics in addition to the mechanic-in-charge, consideration will be given to the employment of a sheet metal worker. The four mechanics and the mechanic-in-charge will be permitted to do any and all mechanics work.

7. In filling positions of mechanics-in-charge, senior mechanics at the point will be given preferred consideration.

The above agreement will remain in full force and effect until changed by agreement between the Officer in Charge Of Personnel and General Committee, System Federation No. 12, Railway Employees' Department, A.F. of L., or until thirty days' notice in writing shall have been served by the party desiring the change on the other party thereto.

FOR THE EMPLOYES:

/s/ R. C. GAETH  
Gen. Chairman, System  
Federation No. 12.

FOR THE RAILWAY COMPANY

/s/ M. E. PANGLE  
Assistant to President

Chicago, Ill. - May 23, 1939.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND  
NORTH WESTERN RAILWAY COMPANY AND SYSTEM FEDERA-  
TION NO. 12, RAILWAY EMPLOYEES' DEPARTMENT, A.F.  
OF L., MECHANICAL SECTION NO. 1 THEREOF, IN RE-  
SPECT TO THE ESTABLISHMENT OF AN APPRENTICE TRAIN-  
ING PROGRAM.

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1. The railway company will enter into an agreement with the Railway Educational Bureau of Omaha, Nebraska (hereinafter designated as the Bureau) to provide a course of study for Mechanical Department apprentices.
2. The railway company will provide an Apprentice Instructor who will supervise the training program, contact each apprentice each month for the purpose of individual instruction and check, maintain necessary records of the program, interview all applicants for apprenticeship, supervise entrance examinations, etc.
3. The railway company will provide a suitable set of drawing instruments for each apprentice. These instruments are to remain the property of the railway company, and the apprentices will be required to sign an agreement that the set will be returned in good condition. Upon satisfactory completion of his apprenticeship, the apprentice may, if he so desires, retain the set upon payment of 50% of the actual cost of the equipment.
4. The railway company will make possible individual enrollment of all apprentices by representative of the Bureau who will present a four year technical training program (suitable adjustment of training program will be made in the case of helper apprentices) to

apprentices now in service on a voluntary basis. The Bureau will adjust the lesson schedule to suit the individual requirements of the apprentices now in service who have already served a part of their apprenticeship. The Bureau will also adjust the training program to satisfactorily take care of those apprentices now in service who are already enrolled with the Bureau. All new apprentices employed after the effective date of this memorandum agreement will be employed on the basis that they will conscientiously pursue the technical training during their apprenticeship.

5. The Bureau's technical training program briefly consists of the assignment of two lessons per month for each apprentice in accord with a prearranged lesson schedule.
6. The Bureau will furnish monthly progress reports of the training program to the railway company's Apprentice Instructor who will follow the progress of each apprentice and through personal contact encourage and assist them in the successful completion of the lesson schedule.
7. The Bureau's apprentice training supervisor will coordinate the program as may be necessary from time to time to insure its successful completion.
8. In case of apprentices employed after the effective date of this agreement the following discipline rules will apply:
  - (a) An apprentice who fails to maintain the study schedule requirements of two new examinations each month, becomes delinquent in any month in which he is either one or two examinations behind schedule, and he no longer has a perfect record. However, such appren-

tice is still considered in good standing and can clear his delinquency by submitting the required number of new examinations to put himself on schedule again.

(b) An apprentice who accumulates two un-cleared delinquencies (two separate months) is still considered in good standing and can clear his delinquencies by submitting the required number of new examinations to put himself on schedule again.

(c) An apprentice who accumulates three un-cleared delinquencies (three separate months), is subject to removal from the service after proper investigation is held, as provided for, in conjunction with the Local Committee, in the current System Federation No. 12 agreement.

(d) An apprentice who removes himself from the service for cause as provided in paragraph (c), after proper investigation is held, in conjunction with the Local Committee, as provided for, is given one more opportunity to clear his record under the following conditions:

(1) Within fifteen days after removal from the service, such apprentice must personally bring to the officer in charge of the shop point where such apprentice is working, a sufficient number of new examinations to put himself on schedule again and in addition, reworked examinations on all lessons on which such apprentice has previously failed to attain a passing grade. These examinations must be in an unsealed and properly stamped envelope or container, so that the officer in charge may inspect the examinations.

(2) After complying with the requirements of Item (1) such apprentice will then be reinstated.

(e) If an apprentice accumulates three un-cleared delinquencies a second time, he will be given an investigation as provided for in System Federation No. 12 agreement, in conjunction with the Local Committee, and if it is proven that such apprentice was three months delinquent a second time, he will be dismissed as an apprentice.

(f) In connection with the application of paragraphs (c), (d) and (e), it is understood that an apprentice may be excused for failure to live up to the study schedule requirements of his technical training on account of sickness or any other legitimate cause beyond his control. The Apprentice Instructor, in conjunction with the Local Committee, will investigate such cases and will make their recommendations to the supervisory officer as to whether an apprentice should be excused.

(g) An apprentice who is delinquent in his studies when completing his apprenticeship, will not receive his diploma until after he has cleared his record.

It is further understood and agreed that this memorandum agreement in its entirety is effective October 1, 1941 and becomes a part of the current System Federation No. 12 agreement.

FOR THE FEDERATED CRAFTS:

(Signed) A.M. Corazza  
General Chairman Joint Committee

(Signed) Z. M. Church  
FOR THE INT. ASSOCIATION OF MACHINISTS  
(APPRENTICES AND HELPERS)

(Signed) E. C. Chase  
FOR THE INT. BROTHERHOOD OF BOILERMAKERS,  
IRON SHIP BUILDERS AND HELPERS OF AMERICA  
(APPRENTICES)

(Signed) Chas. W. Wagner  
FOR THE INT. BROTHERHOOD OF BLACKSMITHS,  
DROP FORGERS AND HELPERS (APPRENTICES)

(Signed) E. Peterson  
FOR THE SHEET METAL WORKERS' INTERNATIONAL  
ASSOCIATION (APPRENTICES AND HELPERS)

(Signed) C. H. Foote  
FOR THE INT. BROTHERHOOD OF ELECTRICAL  
WORKERS (APPRENTICES AND HELPERS)

(Signed) Wm. Bay  
FOR THE BROTHERHOOD OF RAILWAY CARMEN OF  
AMERICA AND THEIR APPRENTICES AND HELPERS

FOR THE CHICAGO AND NORTH  
WESTERN RAILWAY COMPANY,

(Signed) G. F. Stephens  
Director of Personnel

Chicago, Illinois  
September 17, 1941.

August 25, 1944

File No. 83-4-43

Mr. Z. M. Church  
5701 West Madison Street  
Chicago 44, Illinois

Dear Sir:

Referring to previous correspondence in respect to displacement rights as mechanics to be extended to men who of their own volition request that they be returned to the mechanic class and replying to your letter of August 8, 1944, in connection therewith:

We are agreeable to disposing of this matter on basis of the proposal outlined in that part of your letter of August 8, 1944, reading:

"A supervisory foreman or mechanic-in-charge making request for demotion to the mechanic class upon the officer in charge will be furnished a reply within fifteen (15) days after said request is made.

"If the supervisory foreman or mechanic-in-charge is denied his request for demotion to the mechanic class, he then may, by giving a thirty day written notice to the officer in charge (copy to the General Chairman of craft involved) revert back to and take up his mechanic's rights under provisions of the fourth paragraph of rule 16,

federated crafts' agreement, at the  
expiration of said thirty day written  
notice."

Yours truly,

/s/

G. F. Stephens

SUPPLEMENTAL MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES' DEPARTMENT, A.F. OF L., COVERING REVISION OF MEMORANDUM AGREEMENT DATED JUNE 30, 1945 IN RESPECT TO DISPLACING RIGHTS TO BE EXTENDED TO EMPLOYEES DISPLACED BY OTHER EMPLOYEES RETURNING FROM MILITARY SERVICE.

\* \* \* \*

It is hereby agreed that memorandum agreement dated June 30, 1945, in respect to displacing rights to be extended to employees displaced by other employees returning from military service will be revised to provide as follows:

A mechanic who may be displaced account the return of a mechanic from military service to his former position, will be permitted to return to his former position or (1) displace a promoted helper, or (2) displace a promoted apprentice, or (3) place himself on a position which may be open account no bids having been received for same when bulletined and the necessity still exists for filling the position.

In event a mechanic is displaced account a mechanic returning from military service exercising his seniority rights within five days after his return to a position which had been bulletined during his absence, such mechanic or mechanics in their turn, who may be affected, will be permitted to displace junior mechanics on positions which were bulletined subsequent to their assignment to position from which displaced, or they may exercise their seniority rights as provided in options designated as (1), (2) and (3) in the above paragraph.

Helpers who may be displaced by the return of helpers from military service will be accorded

displacing rights on the same basis as agreed to above for mechanics, except that they cannot displace a promoted helper or apprentice.

In the event an advanced helper or apprentice is displaced as result of employees returning from military service, such advanced helper or apprentice will not be required to revert to the class from which advanced so long as memorandum of agreement dated August 7, 1941, covering promotion of apprentices and helpers is continued in effect and there remains mechanic positions unfilled due to inability to secure qualified men.

FOR THE EMPLOYEES:

FOR THE RAILWAY COMPANY:

/s/ Z. M. Church

General Chairman, System  
Federation No. 12.

/s/ G. F. Stephens

Director of Personnel

Chicago, Illinois  
December 1, 1945

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES' DEPARTMENT, A.F. OF L., MECHANICAL SECTION NO. 1 THEREOF, IN RESPECT TO APPLYING PROVISIONS OF AGREEMENT SIGNED AT CHICAGO, ILLINOIS, MARCH 19, 1949, BY AND BETWEEN EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE AND EMPLOYEES SHOWN THEREON AND REPRESENTED BY THE RAILWAY LABOR ORGANIZATIONS SIGNATORY THERETO THROUGH THE EMPLOYEES' NATIONAL CONFERENCE COMMITTEE, SIXTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS, TO HOURS OF SERVICE AND RATES OF PAY APPLICABLE TO MECHANICS-IN-CHARGE, EFFECTIVE SEPTEMBER 1, 1949.

It is hereby mutually agreed that in the application of agreement of March 19, 1949 between participating carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committee and employees shown thereon and represented by the railway labor organizations signatory thereto through the Employees' National Conference Committee, Sixteen Cooperating Railway Labor Organizations, the following rules shall govern hours of service, rates of pay, etc., for positions of mechanics-in-charge, effective September 1, 1949:

MECHANICS- IN-CHARGE- HOURS OF SERVICE, RATES OF PAY, ETC.	The hours comprehended in monthly rates for mechanics-in-charge as in effect August 31, 1949, shall be reduced by $34\frac{2}{3}$ hours. The monthly rate of pay in effect for mechanics-in-charge as of August 31, 1949, shall be reduced by \$2.43. Mechanics-in-charge shall be assigned one regular rest day per week, Sunday if possible, in addition to the two regular rest days assigned per month prior to September 1, 1949.
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Overtime rules applicable to other employees

coming within the scope of this agreement shall apply to service rendered on such assigned weekly rest days. Any overtime worked in excess of eight hours per day will be paid for at one and one-half times the straight time hourly rate. To determine the straight time hourly rate, divide the monthly rate by the monthly comprehended hours.

FOR THE FEDERATED CRAFTS:

/s/ Z. M. Church  
General Chairman Joint Committee

/s/ Z. M. Church  
For the International Association  
of Machinists (Apprentices and Helpers)

/s/ T. C. Hooley  
For the International Brotherhood of  
Boilermakers, Iron Ship Builders  
and Helpers of America (Apprentices)

/s/ Chas. W. Wagner  
For the International Brotherhood of  
Blacksmiths, Drop Forgers and Helpers  
(Apprentices)

/s/ E. Peterson  
For the Sheet Metal Workers' Inter-  
national Association (Apprentices and  
Helpers)

/s/ C. H. Foote  
For the International Brotherhood of  
Electrical Workers (Apprentices and  
Helpers)

/s/ Jack Cohan  
For the Brotherhood of Railway Carmen  
of America and their Apprentices and  
Helpers

FOR THE CHICAGO AND NORTH  
WESTERN RAILWAY COMPANY:

/s/ G. F. Stephens  
Director of Personnel

Chicago, Illinois, September 1, 1949

## VACATION AGREEMENT

### Preamble

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

### Articles of Agreement

1. Effective with the calendar year 1942, an annual vacation of six (6) 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 sixty (160) days during the preceding calendar year.
2. Subject to the provisions of Section 1 as to qualifications for each year, effective with the calendar year 1942 annual vacations with pay of nine and twelve consecutive work days will be granted to the following employees, after two and three years of continuous service respectively:
  - (a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:
    - (1) Clerks (clerical workers and machine operators) which classification for the purposes of this agreement shall be construed to also include the occupations hereafter named - Agents and assistant agents;

traveling auditors, traveling freight claim agents and adjusters, traveling time adjusters or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, counter men, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employees

which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen; train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, day and time checks, car movements, per diem or other checks, freight

claims, dray tickets, requisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by the Order of Railroad Telegraphers, except custodians carstakers, and small non-telegraph agents.

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

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

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

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

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

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

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

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

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

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

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his estab-

lished daily rate on account of vacation allowances made pursuant to this agreement.

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

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

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

8. No vacation with pay or payment in lieu thereof will be due an employee whose employment relation with a Carrier has terminated prior to the taking of his vacation, except that employees retiring under the provisions of the Railroad Retirement Act shall receive payment for vacation due.

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

10.(a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employ-

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

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

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

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

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

ed on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

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

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

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

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

members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

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

15. Subject to confirmation as may be required by the labor organizations, signatory hereto, and when so confirmed, this agreement shall be effective January 1, 1942, and shall be incorporated in existing agreements as a supplement thereto, and be in full force and effect for a period of two (2) years from that date and continue in effect thereafter subject to not less than six (6) months' notice (which notice may be served in 1943 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended.

Signed at Chicago, Illinois, this 17th day of December 1941.

INTERPRETATIONS  
DATED JUNE 10, 1942.

In connection with the Vacation Agreement dated Chicago, Illinois, December 17, 1941, the following interpretations have been agreed to:

GENERAL

After the basic interpretations have been disposed of, it may be necessary to agree upon some questions and answers in order to make clear to those, other than members of the respective committees, the proper application of this Vacation Agreement. Whether or not this shall be done is a matter for determination in the light of developments.

Inasmuch as there are so many matters about which we disagree, in the interest of agreement, the parties have agreed to present to the referee agreements herein evidenced. In so presenting them, it is agreed that the referee is requested not to use such agreements for the purpose of interpreting any article or section of the Vacation Agreement which may be in dispute, as these agreements are made without prejudice.

PREAMBLE

The Vacation Agreement is a separate agreement by and between, and in behalf of each carrier and each group of its employees as shown by the appendices attached thereto, for whom a request was made.

Article 1

The days referred to in the term "not less than 160 days" must be---

- (a) days under one rules agreement with one organization, or one rules agreement with two or more federated organizations parties to the Vacation Agreement which were parties to such rules agreement on a particular carrier, which carrier and employees were both listed in appendices to the Vacation Agreement, or
- (b) days under two or more rules agreements with one organization, or one federation of organizations, party to the Vacation Agreement which was party to such rules agreements on a particular carrier, which carrier and employees were both listed in appendices to the Vacation Agreement.
- (c) Where employees of a joint facility or operation periodically become subject to agreements with different carriers, the change from an agreement with one carrier to an agreement with the same organization with another carrier shall not affect the vacation status of employees of such joint facility or operation.
- (d) Except as above provided, an employee cannot combine days under more than one rules agreement.

## Article 2

If necessary, individual managements and individual committees may meet for the purpose of disposing, if possible, of the question of what constitutes "small non-telegraph agents" under the terms and for the purpose of the Vacation Agreement alone.

## Article 3

This article is a saving clause; it pro-

vides that an employee entitled, under existing rule, understanding, or custom, to a certain number of days vacation each year, in addition to those specified in Articles 1 and 2 of the Vacation Agreement, shall not be deprived thereof, but such additional vacation days are to be accorded under the existing rule, understanding, or custom in effect on the particular carrier, and not under this Vacation Agreement.

If an employee is entitled to a certain number of days vacation under an existing rule, understanding, or custom on a particular carrier, and to no vacation under this Vacation Agreement, such vacation as the employee is entitled to under such rule, understanding, or custom shall be accorded under the terms thereof.

#### Article 5

As the vacation year runs from January 1 to December 31, payment in lieu of vacation may be made prior to or on the last payroll period of the vacation year; if not so paid, shall be paid on the payroll for the first payroll period in the January following, or if paid by special roll, such payment shall be made not later than during the month of January following the vacation year.

#### Article 7

Article 7(a) provides:

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


This contemplates that an employee having a regular assignment will not be any better or worse off, while on vacation, as to the daily compensation paid by the carrier than if he had remained at work on such assignment, this not to include

casual or unassigned overtime or amounts received from others than the employing carrier.

## Article 8

Within the application of Article 8:

(1) An employee's employment relation is not terminated when (a) laid off or cut off on account of force reduction if he maintains rights to be recalled; or (b) on furlough or leave of absence; or (c) absent on account of sickness or disability.

 (2) An employee, who loses his seniority because of moving from one seniority roster or seniority district to another established under one rules agreement made with one organization or with two or more federated organizations or under two or more rules agreements made with one organization or federation of organizations parties to the Vacation Agreement, shall not be deemed to have terminated his "employment relation" under this article.

Signed at Chicago, Illinois, this 10th day of June, 1942.

For the participating carriers  
listed in Appendix (A):

/s/ H. D. Barber, Chairman  
Conference Committee-Eastern  
Railroads

For the participating carriers  
listed in Appendix (B):

/s/ M. J. Byrnes, Chairman  
Conference Committee Western  
Railways

For the participating carriers  
listed in Appendix (C):

/s/ C. D. Mackay, Chairman  
Conference Committee of South-  
eastern Railroads

For the employees represented by  
the participating labor  
organizations:

/s/ B. M. Jewell, Chairman  
Fourteen Participating Labor  
Organizations.

INTERPRETATIONS  
DATED JULY 20, 1942.

In connection with the Vacation Agreement dated Chicago, Illinois, December 17, 1941, the following interpretations, in addition to the interpretations evidenced by the agreement as to interpretations dated June 10, 1942, have been agreed to subject to the understanding as expressed under the heading "GENERAL" of the interpretations of June 10, 1942, which is herewith included by reference.

ARTICLE 4

Question 1: Meaning and intent of the second paragraph of Article 4(a)?

Answer: The second paragraph of Article 4(a) requires cooperation between local committees of each signatory organization and representatives of carriers in assigning vacation dates. To carry out this cooperative assignment of vacation dates, a list will be prepared showing the date assigned to each employee entitled to a vacation, and this list will be made available to the local committee of the signatory organizations; such portion of any list as may be necessary for the information of particular employees will be made available to them in the customary manner.

ARTICLE 5

Question 1: May an employee at his option forego the taking of a vacation, remain at work and accept pay in lieu thereof?

Answer: No.

## ARTICLE 8

Question 1: Is an employee, who has qualified for a vacation and who enters the armed service of the United Nations prior to taking his vacation, retaining his seniority, entitled to payment in lieu thereof?

Answer: Yes.

## ARTICLES 7 AND 8

Question 1: Is an employee who is qualified for vacation and who, before his vacation is taken, either while on furlough, on leave of absence, or through understanding with management, accepts another position with the same carrier, which position is not covered by the rules agreement applying to his former assignment, but who retains his seniority in his former class, entitled to the vacation as qualified for or payment in lieu thereof?

Answer: It is agreed that such an employee would be entitled to vacation or payment in lieu thereof, such payment to be made under the provisions of Article 7(e). This means that such employee would receive no more vacation pay than he would have received had he taken vacation while on the position last held by him which was covered by the Vacation Agreement.

The foregoing will not apply, however, should such employee be granted a vacation or payment in lieu thereof in his new occupation on a basis as favorable as to pay as though granted under the provisions of this agreement.

## ARTICLES 10 AND 13

Question 1: The words "regularly assigned vaca-

tion relief employee" are used in Article 10(a). The words "regular relief employee" are used in Article 12(b). The words "regularly assigned relief employee" are used in Article 12(c). Do these terms refer to different types of employees than are referred to by the terms "vacation relief workers" as used in Article 6, and "relief worker" as used in Articles 10(b) and 12(a)?

Answer: It is agreed that the terms "vacation relief workers", as used in Article 6, and "relief workers" as used in Articles 10(b) and 12(a), describe in general terms all persons who fill the positions of vacationing employees. The terms used in Articles 10(a), and 12(b), and 12(c) are more restrictive and describe only those persons described generally in Articles 6, 10(b), and 12(a) who are assigned to regularly fill positions of absent employees. It is agreed that under Article 13 of the Vacation Agreement it may be desirable to negotiate special arrangements and rates for the establishment of regular relief positions to relieve certain employees while on vacation.

#### ARTICLE 10(b)

Question 1: Does the word "hiring" in Article 10 (b) contemplate that the relief worker referred to must be a newly hired employee?

Answer: No. This word may be interpreted and should be applied as though it read "providing" or "furnishing" a relief worker. It does not require that a relief worker necessarily be a newly hired employee.

Signed at Chicago, Illinois, this 20th day of July, 1942.

For the participating carriers  
listed in Appendix (A):

/s/ H. D. Barber, Chairman  
Conference Committee-Eastern Railroads

For the participating carriers  
listed in Appendix (B):

/s/ M. J. Byrnes, Chairman  
Conference Committee  
Western Railways

For the participating carriers  
listed in Appendix (C):

/s/ C. D. Mackay, Chairman  
Conference Committee of Southeastern  
Railroads

For the employees represented  
by the participating labor  
organizations:

/s/ B. M. Jewell, Chairman  
Fourteen Participating Labor  
Organizations.

## Supplemental Vacation Agreement

Section 1. Articles 1 and 2 of the Vacation Agreement of December 17, 1941, are hereby continued in full force and effect only as to those employees, irrespective of length of service, covered by Article 2(a) (1) and (2) and (b) of that agreement, and Sections 2, 3 and 4 of this Supplemental Agreement shall not apply to such employees.

Section 2. Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof:

(A) Effective with the calendar year 1945 an annual vacation of six (6) consecutive work days with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year.

(B) Effective with the calendar year 1945 an annual vacation of twelve (12) consecutive work days with pay will be granted to each employee covered by this Supplemental Agreement who renders compensated service on not less than 160 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 160 days in each of five (5) of such years not necessarily consecutive.

Section 3. Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, Article 1 of the Vacation Agreement of December 17, 1941, is superseded by Section 2 of this

## Supplemental Agreement.

Section 4. Except as provided for those employees covered by Article 2(a) (1) and (2) and (b) of the Vacation Agreement of December 17, 1941, referred to in Section 1 hereof, if the basic straight time work week generally prevailing in this industry for any "craft or class of employees" (to be interpreted as these words are used in the Railway Labor Act) represented by an organization signatory hereto, be reduced on a majority of the line haul carriers parties hereto below six days (48 hours) by or because of law or governmental order pursuant to law, or by a proceeding subsequent hereto under the provisions of the Railway Labor Act, then the number of consecutive work days constituting a vacation with pay for such "craft or class of employees" on such carriers under Section 2(A) and (B) hereof will be correspondingly reduced. The provisions of Article 3 of the Vacation Agreement of December 17, 1941 shall not operate to prevent the reduction in vacation days in accordance with this Section 4.

Section 5. Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Supplemental Agreement, the said agreement, including the interpretations thereof as made by the parties, dated June 10, 1942 and July 20, 1942 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Section 2(A) and (B) of this Supplemental Agreement certain words and phrases which appeared in the Vacation Agreement of December 17, 1941, are used. The said interpretations which defined such words and phrases referred to above as they appeared in the Vacation Agreement of December 17, 1941 shall apply in construing them as they appear in Section 2(A) and (B) hereof.

Section 6. Article 15 of the Vacation Agreement of December 17, 1941, as herein supplemented is modified to read as follows:

"This agreement shall be effective January 1, 1945, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1945, and continue in effect thereafter, subject to not less than seven (7) months notice in writing (which notice may be served in 1946 or in any subsequent year) by any carrier or organization party hereto, of desire to change this agreement as of the end of the year in which notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

"When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, Amended."

Section 7. This agreement is subject to approval of court with respect to carriers in hands of receivers or trustees.

Section 8. This agreement shall become effective as provided herein when necessary governmental approval is obtained.

Section 9. This agreement has been entered into as a compromise and without admission by any party in full settlement of the requests con-

tained in the notices mentioned in the preamble, and none of the terms of this agreement nor the fact of making the same shall prejudice the rights of any party hereto in the event that changes shall hereafter be sought herein or in the agreement of December 17, 1941, as provided in Section 6 hereof.

SIGNED AT CHICAGO, ILLINOIS, This 23rd Day of February, 1945.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO  
AND NORTH WESTERN RAILWAY COMPANY AND THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS, EFFECTIVE APRIL 1, 1943, IN RESPECT  
TO COMPENSATION TO BE ALLOWED LINEMEN-ELEC-  
TRICIANS REGULARLY ASSIGNED TO PERFORM VACA-  
TION RELIEF WORK.

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It is hereby agreed that in connection with granting vacations under provisions of vacation agreement, effective January 1, 1942, linemen-electricians assigned to perform vacation relief work will be compensated at monthly rate established in line with rule 155, Federated Crafts Agreement, effective January 1, 1925, which rate will cover all service performed.

Linemen-electricians assigned to perform vacation relief work will be taken from ranks of linemen-electricians not holding regular assignment, such assignments to be made on basis of seniority.

Linemen-electricians assigned under provisions of this agreement will be allowed actual necessary expenses when traveling from one relief assignment to another. Expense allowance at point where relief service is performed will be made to the same extent as applies to the employee being relieved.

The provisions of this agreement in no manner invalidate the provisions of rule 25, current Federated Crafts Agreement.

This agreement applies only to linemen-electricians and does not establish a precedent in connection with vacation relief work for any other class or craft coming within the scope of Feder-

ated Shop Crafts Agreement, effective January 1, 1925.

This agreement shall not be amended, revised, or annulled except by mutual agreement between the parties signatory hereto or upon thirty days' written notice by either party upon the other party hereto.

FOR L. U. #214, I.B.E.W.

/s/ C. H. Foote  
General Chairman

FOR THE CHICAGO AND NORTH  
WESTERN RAILWAY COMPANY,  
Charles M. Thomson, Trustee

/s/ G. F. Stephens  
Director of Personnel

Chicago, Illinois  
April 22, 1943.

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES' DEPARTMENT, A.F. OF L., MECHANICAL SECTION NO. 1 THEREOF, REVISING AGREEMENT SIGNED AT CHICAGO, APRIL 16, 1946, IN RESPECT TO ESTABLISHING SENIORITY DATE AS MECHANIC FOR APPRENTICES WHO ENTERED MILITARY OR NAVAL OR MERCHANT MARINE SERVICE OF THE UNITED STATES OF AMERICA, IN CONFORMITY WITH PROVISIONS OF AGREEMENT SIGNED AT CHICAGO, MARCH 19, 1949 BY AND BETWEEN PARTICIPATING CARRIERS REPRESENTED BY THE EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEE AND EMPLOYEES SHOWN THEREON AND REPRESENTED BY THE RAILWAY LABOR ORGANIZATIONS SIGNATORY THERETO THROUGH THE EMPLOYEES' NATIONAL CONFERENCE COMMITTEE, SIXTEEN COOPERATING RAILWAY LABOR ORGANIZATIONS, EFFECTIVE SEPTEMBER 1, 1949.

\* \* \* \* \*

It is hereby mutually agreed that in the application of agreement of March 19, 1949 between participating carriers represented by the Eastern, Western and Southeastern Carriers' Conference Committee and employees shown thereon and represented by the railway labor organizations signatory thereto through the Employees' National Conference Committee, sixteen cooperating railway labor organizations, memorandum agreement between the railway company and the Federation signed at Chicago, Illinois, April 16, 1946 in respect to establishing seniority date as mechanic for apprentices who entered military, naval or merchant marine service of the United States of America and allowance of credit to apprentices for work performed at their craft while in such service, shall be and is hereby revised effective September 1, 1949, as follows:

Paragraph 1 - Revise to provide:

1. Regular or helper apprentices who enlisted or were inducted into any branch of the armed forces or Merchant Marine of the United States of America, on or subsequent to September 8, 1939, and who following their release from such service return to the service of the Chicago and North Western Railway Company and complete their apprenticeship, will be given a mechanic's seniority date to be determined as nearly as possible on the basis of their having remained in the employ of the railway company, completing their apprenticeship in the regular manner and concurrently hired as a mechanic.

APPRENTICESHIP REQUIREMENTS AS PER AGREEMENT  
EFFECTIVE JULY 1, 1921, AMENDED EFFECTIVE  
JULY 1, 1925, FOR APPRENTICES ON AND AFTER  
SEPTEMBER 1, 1949.

<u>Apprentices</u>	<u>Periods of Apprentice- ship</u>	<u>Days per Period</u>	<u>Total number of days to complete ap- prenticeship</u>
Regular	8	130	1040
Helper	6	130	780

The mechanics' seniority date in their respective craft will be determined by the number of days remaining to be served on their apprenticeship on the date of entering military service and provided they return to railway service within agreed to time limitations from date of release from services hereinbefore referred to, their seniority date as a mechanic will be established on basis of the number of such remaining days.

EXAMPLE NO. 1:

On November 30, 1946, a regular apprentice had completed two years of his apprenticeship.

He entered military service on December 1, 1946, with two years of his apprenticeship remaining to be served. He returned to service on January 15, 1949. Due to he not being able to complete his apprenticeship prior to September 1, 1949, it would be necessary for said apprentice to work at least 290 days to complete one of the remaining years of his apprenticeship and 260 eight-hour days or two periods additional to complete the balance of his apprenticeship.

After having complied with the above, he would be given a seniority date as a mechanic, December 1, 1948.

The same apprentice returning to service on July 15, 1949, would have to serve 145 days to complete one six-month period of his apprenticeship and 3 periods of 130 eight-hour days to receive retroactive seniority date of December 1, 1948.

EXAMPLE NO. 2:

On December 1, 1949 a regular apprentice had completed 715 days of his apprenticeship. He entered military service on December 1, 1949, with 400 days of his apprenticeship remaining to be served. His seniority date as mechanic in his craft will, therefore, be June 29, 1951.

2. As soon as possible a check will be made of all regular and helper apprentices who have entered the armed forces or Merchant Marine service, including those who have re-

turned to the service of the Chicago and North Western Railway Company prior to the date of this agreement, and the seniority date of each as a mechanic will be determined in accordance with paragraph one hereof, and a bulletin issued and posted at all points showing their names and seniority dates as mechanics and, thereafter, such names and seniority dates will be inserted in the mechanics' seniority list of their craft.

3.(a) Apprentices who secured training and experience at the work of their trade while in the armed forces of the United States of America, or Merchant Marine, will be credited, if it is their desire, with an equal number of days on their apprenticeship, provided they produce satisfactory evidence of having had such training and experience.

(b) If such training and experience equals or exceeds the total number of days remaining to be served when they were inducted into the armed services or the Merchant Marine and they, by fair trial (not exceeding sixty days) after return to employment show that they are capable of performing mechanics' work, they shall be considered as having completed their apprenticeship and their names shall be placed on their craft mechanics' seniority roster, using the date determined in accordance with item 1 hereof.

FOR THE EMPLOYEES:

/S/ Z. M. Church  
General Chairman  
System Federation #12

/S/ Z. M. Church  
General Chairman, Dist. #7, I.A. of M.

/S/ T. C. Hooley  
General Chairman, Dist. #15, I.B.B.I.S.B.& H.

/S/ C. W. Wagner  
General Chairman, Dist. #14, I.B.B.D.F.& H.

/S/ C. H. Foote  
General Chairman, L.U. 214, I.B.E.W.

/S/ Jack Cohan  
General Chairman, Dist. B.R.C. of A.

/S/ E. Peterson  
General Chairman, Dist. #12, S.M.W.I.A.

FOR THE CHICAGO AND NORTH  
WESTERN RAILWAY COMPANY:

/S/ G. F. Stephens  
Director of Personnel

Chicago, Illinois  
September 1, 1949

Chicago, July 29, 1926.

APPLICATION OF PROVISIONS OF RULE NO. 116, FEDER-  
ATED CRAFTS' AGREEMENT, TO OPERATION OF PORTABLE  
ELECTRIC CRANE HOISTS.  
-----

It is agreed, effective August 1, 1926, that  
the operation of the portable electric crane  
hoists will be considered second-class electric-  
ian's work, with the understanding that:

1. Electrical repair work on the cranes will be  
done by the operator; also, the oiling and  
adjusting of parts and charging of batteries.
2. Operator, when not engaged on regular as-  
signment, may be assigned to any work not  
coming under the classification of work of other  
crafts.
3. This agreement shall not operate to displace  
the incumbents of the positions, as of July  
31, 1926.
4. This agreement does not include the operator  
of walking cranes or electric trucks.

/s/ Ray Westgard  
General Chairman, I.B. of E.W.

/s/ R. C. Gaeth  
General Chairman, System Federation No. 12.

/s/ Wm. Walliser  
Vice-Pres. in Charge of Personnel

AGREED TO UNDERSTANDING BETWEEN THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY AND SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION (APPRENTICES AND HELPERS), PROVIDING DIVISION OF TIME FOR SHEET METAL WORKER APPRENTICES AND SHEET METAL WORKER HELPER APPRENTICES ON VARIOUS CLASSES OF WORK, AND FOR THE INTERCHANGE OF SUCH EMPLOYEES TO GIVE THEM OPPORTUNITY TO LEARN THE VARIOUS BRANCHES OF THE TRADE IN THE MOTIVE POWER DEPARTMENT, CAR DEPARTMENT, AND COACH YARDS.

\* \* \* \* \*

It is hereby agreed that understanding dated April 1, 1948 providing for division of time for sheet metal worker apprentices and sheet metal worker helper apprentices on various classes of work is cancelled and effective September 1, 1949, the following schedule for regular sheet metal worker apprentices and sheet metal worker helper apprentices indicating division of time on various classes of work will be applied to give these employees an opportunity to learn the various branches of the trade in the Motive Power Department, Car Department and Coach Yards:

REGULAR APPRENTICES:

First 260 days general shop work, preferable to be under the supervision of any one mechanic not more than ninety days.

87 days - Laying out and forming	Car Dept.
43 days - General passenger car work	Car Dept.
22 days - Dining car work	Car Dept.
22 days - Tinning and babbitting	Loco. Dept.
108 days - Copper shop work	Loco. Dept.
21 days - Jacket work	Loco. Dept.
21 days - Back head and firebox sheets	Loco. Dept.
108 days - Air pipe work (iron)	Loco. Dept.

21 days - Injector pipe work	Loco. Dept.
44 days - General engine pipe work	Loco. Dept.
21 days - Enginehouse running repair work	Loco. Dept.
22 days - Air pipe work	Car Dept.
65 days - General Cab pipe work	Car Dept.
22 days - Acetylene torch work	Loco. or Car Dept.
22 days - Electrical welding	Loco. or Car Dept.
22 days - General running repair work	Calif. Ave. Coach Yard
44 days - Air conditioning (1 month summer and 1 month winter preferred)	Calif. Ave. Coach Yard (Chicago Shops,)
65 days - Diesel Locomotives	(Ramp and Shop)

The above to serve as a guide and to be adhered to as closely as conditions will permit, with the understanding that the order in which apprentices are assigned to the various classes of work may be varied, depending upon the shop in which the apprentice originates.

#### HELPER APPRENTICES:

The same as regular apprentices except the first 260 days of general shop work which is not required of helper.

#### FOR THE FEDERATED CRAFTS:

/s/ E. Peterson  
Chairman, Sheet Metal  
Workers' Int. Assn.

/s/ Z. M. Church  
General Chairman

#### FOR THE RAILWAY COMPANY:

Chicago, Illinois  
September 1, 1949.

/s/ G. F. Stephens  
Director of Personnel

MEMORANDUM AGREEMENT BETWEEN THE CHICAGO AND  
NORTH WESTERN RAILWAY COMPANY AND INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, SYSTEM FEDERATION NO. 12, RAILWAY EMPLOYEES' DEPARTMENT, A. F. OF L., MECHANICAL SECTION NO. 1 THEREOF, IN RESPECT TO SPECIAL RULES APPLICABLE TO TRAVELING ELECTRICIANS EMPLOYED ON DIESEL GENERATED ELECTRIC POWER HANDLING STREAMLINED TRAINS.

\* \* \* \* \*

It is hereby agreed that effective September 1, 1949, and in line with the provisions of March 19, 1949 agreement governing the establishment of a 40-hour work week on the Chicago & North Western Railway, the Memorandum Agreement effective April 1, 1938, and supplemental memorandum agreements dated November 28, 1947 and April 15, 1949, in respect to Special Rules applicable to Traveling Electricians employed on Diesel generated electric power handling streamlined trains, will be revised as follows:

1. When work of a class embodied in electrical workers special craft rules, as contained in rules 114 to 122, current Federated Crafts Agreement, is required en route on Diesel electric operated trains, electricians will be employed thereon and such positions will be filled by employees holding seniority as electricians.
2. New positions or vacancies in positions of traveling electrical equipment maintenance men will be bulletined to electricians, motive power and car departments, at all seniority points in the territory in which the Diesel electric trains are operated, for a period of fifteen days, after which assignment will be made as promptly as consistent, on basis of fitness, ability and seniority. If the senior applicant is not assigned on basis of his not

having the necessary fitness and ability, he will be advised reasons therefor upon making written application to Chief Mechanical Officer. If dissatisfied with decision, appeal may be made through the recognized channels.

3. Men assigned to traveling electrical equipment maintenance positions on Diesel electric trains will establish seniority on the traveling electrical equipment maintenance position roster as of the date they are regularly assigned thereto by formal (bulletin) notice and while so assigned will retain and continue to accumulate seniority as electricians at the point where they held such seniority at the time they were regularly assigned to a traveling electrical equipment maintenance position. When an employe has been regularly assigned to a traveling electrical equipment maintenance position for thirty days or more, he will not be entitled to return to service at his home point with seniority rights unimpaired except that his seniority as traveling electrical equipment maintenance electrician does not entitle him to regular employment as such. If the employe is displaced from a traveling electrical equipment maintenance electrician position as a result of the abolishment of such position and his seniority does not entitle him to regular employment as such, he may, upon written request within five days from date he is notified of his displacement, return to his home point on basis of his seniority at that point. If he elects to return to his home point under such conditions, his name will be removed from the traveling electrical equipment maintenance position roster.

It is agreed that the principles outlined in above paragraph are applicable to all men now regularly assigned to traveling electrical equipment maintenance positions and holding

seniority as such and to men who held such seniority at the time they were promoted to higher class positions.

4. 173-1/3 hours' service will be considered a month's work on monthly rated traveling electrical maintenance positions on streamline trains between Chicago and Omaha for the purpose of determining when overtime will accrue. Additional compensation will be paid for all service performed in excess of 173-1/3 hours in a calendar month on basis of one and one-half times the pro rata hourly rate applicable to electrician positions.

When more than one man performs service in a calendar month on a regular monthly rated traveling electrical maintenance position on streamline trains between Chicago and Omaha, allowances will be pro-rated on basis of the relation of the number of single trips (Omaha to Chicago or Chicago to Omaha) made to the total number of single trips one man would have made on the assignment had he worked thereon during the entire calendar month. For instance, the scheduled assignment of the position included 16 trips in a calendar month, the regular assignee making 12 and the relief man 4 of such trips. The regular assignee will be allowed 12/16 and the relief man 4/16 of the amount paid for the assignment in that month. For example:

"A" (regular incumbent) works 12 trips putting in 148 hours in the month.

"B" (relief man) works 4 trips putting in 50 hours in the month. Total hours worked on the assignment by both men, 198. Overtime allowance for the month 24-2/3 hours at punitive rates.

"A" receives 12/16 of the amount arrived at by adding overtime allowance to regular monthly rate.

"B" receives 4/16 of the amount arrived at in the same manner.

Men assigned under provisions of this rule may be used at layover point to perform maintenance or shop work in connection with work of their regular assignments.

5. When Diesel electric operated train equipment to which traveling electrical equipment maintenance men are assigned is temporarily taken out of service, traveling electrical equipment maintenance men may be used in other electrical work, without reduction in salary, at any point where they may be so employed, without reducing the personnel of electricians at that point, or affecting seniority rights of electricians laid off in force reduction. If there is no opportunity to so employ traveling electrical equipment maintenance men, their positions may be abolished under rules applicable during period the trains to which they are assigned are out of operation.

6. The monthly rate of pay for traveling electrical maintenance positions effective September 1, 1949, shall be \$381.56.

The hours comprehended in the monthly rate for employes covered by this Memorandum of Agreement shall be as provided in Rule #155 of the Agreement between the Chicago & North Western Railway and System Federation No. 12, Railway Employees' Department, A.F. of L., as revised September 1, 1949.

Where meals and lodging are not furnished by the railway company, or when the service requirements make the purchase of meals and

lodging necessary while away from home point,  
employees will be paid necessary expenses.

7. A sufficient number of extra electricians will be qualified for positions of traveling electrical equipment maintenance men to take care of extra work in that class. Men temporarily assigned to relieve regularly assigned traveling electrical equipment maintenance men will be compensated on the same basis as the regularly assigned men. Men so employed will retain seniority at their home station, and will not accumulate seniority as traveling electrical equipment maintenance men.

8. All other rules as contained in Schedule of Rules Governing Hours of Service and Working Conditions, Federated Craft employees, effective July 1, 1921, amended effective January 1, 1925 and effective September 1, 1949, not in conflict with the above, apply to traveling electrical equipment maintenance men.

FOR THE FEDERATED CRAFTS:

/s/ C. H. Foote  
General Chairman  
Brotherhood Electrical Workers

/s/ Z. M. Church  
General Chairman  
System Federation #12

FOR THE RAILWAY COMPANY:

/s/ G. F. Stephens  
Director of Personnel

Chicago, Illinois  
September 1, 1949.

CHICAGO AND NORTH WESTERN RAILWAY COMPANY  
Charles M. Thomson, Trustee  
Personnel Department  
400 W. Madison St

G. F. Stephens  
Director of Personnel

CHICAGO, August 5, 1943

File No. Crafts Rule 32 #6

Mr. Z. M. Church,  
5701 W. Madison Street,  
Chicago, Illinois

Dear Sir:

With further reference to the question of consist of Crafts committee at investigations, last referred to in my letter of April 20, 1943, and discussed with you and committee July 27, 1943.

In consideration of the recognized practice over the years, we will agree that the consist of local committee representing employees at investigations, etc, shall be the full committee, which we understand in no case exceeds three men.

Yours truly,

/s/ G. F. Stephens  
Director of Personnel,  
C&NW Ry

CHICAGO AND NORTH WESTERN RAILWAY SYSTEM

400 West Madison Street

Chicago 6, Ills

December 17, 1947

File 36<sup>1</sup><sub>2</sub>-207B

Mr. C. H. Foote,  
5701 W. Madison Street,  
Chicago 44, Illinois

Dear Sir:

Referring to Case No 1 of cases listed  
in your letter of October 21, 1947, reading:

"Physical examinations of appli-  
cants seeking employment on the  
Chicago and North Western Rail-  
way."

and discussion of the matter with you and Feder-  
ated Crafts General Committee in conference on  
November 28, 1947:

In conference you stated your attention  
had been called to a number of instances where  
applicants for employment had been required to re-  
port to a railway company doctor for examination  
prior to being hired. In that connection you re-  
ferred to letters we had previously written  
System General Chairmen advising them that the  
taking of physical examinations by applicants  
for positions of a class coming within the scope  
of federated crafts schedule would not be a re-  
quirement for employment and you requested that  
instructions be issued in regard to complying  
with the provisions outlined in such letters.

It is understood that the taking of a physical examination by applicants for positions coming within the scope of Federated Crafts' schedule will not be a requirement for employment. However, such applicants will be informed of the railway company's pension plan and advised that if they desire to be in a position to receive the benefits provided therein it will be necessary that they take a physical examination before being employed and if they do not do so they will be ineligible for a pension under the railway company's pension plan.

Instructions will be issued accordingly.

Yours truly,

/s/ G. F. Stephens

CHICAGO, August 27, 1934.

Mr. M. O'Connor,  
Chairman, General Chairmen's Association,  
5701 W. Madison Street,  
Chicago, Illinois

Dear Sir:

PHYSICAL EXAMINATIONS

••

Referring to this subject, discussed in conference August 10, 1934, at which time it was stated by the Committee that the matter of physical examination, specifically as applied to Federated Shop Craft employees, was not being handled in accordance with their understanding of the President's decision, and that employees were held out of service pending physical examination and were not permitted to return to service after a lay-off or leave of absence until they had submitted to physical examination. Various members of the committee referred to specific cases where it was felt provisions of instructions in regard to the handling of physical examinations had not been complied with.

Instructions of the President in regard to the handling of physical examinations are, in my opinion, specific and not easily subject to understanding, such instructions as taken from transcript of proceedings concerning the arbitration of 512 grievance cases involving various organizations, as outlined in ballot of February 2, 1934, providing:

"The employees under the Shop Craft Organizations Agreement will not be required to submit to physical examination unless it is apparent their

"health is such an examination should be made for the purpose of informing them of their disability, if any exists, in order that they may take treatment to improve their condition.

"An employe will not be removed from the service unless it is definitely determined after conference, under Rule 35, that he is unfit to perform his usual duties and in case a dispute arises the General Chairman and an officer of the Company will agree on some competent doctor not in the employ of the company to conduct an examination and the case will be disposed of on their findings."

it being our understanding that under provisions of said instructions, if, in the opinion of the supervising officer it is apparent the health or physical condition of an employe is such that an examination should be made for the purpose of informing him of his disability, if any exists, in order that he may take treatment to improve his condition, such employe may be required to submit to physical examination. If the result of the examination indicates the physical condition of the employe to be such that to continue in service would be a hazard to himself, as well as other employes, a conference will be held with his committee and if as a result of this conference there is a question of doubt as to the man's physical condition, then the General Chairman of this Organization and an officer of the Railway Company, will agree on a competent doctor not in the employ of the Railway Company, to conduct an examination and the case will be finally disposed of on basis of the findings of such doctor.

During discussion of the matter refer-

ence was made by the General Chairmen to specific cases where, in their opinion, the matter had not been handled in accord with provisions of the above referred to instructions. We are making investigations in regard to the specific cases referred to, and, in some instances, have written the General Chairman of the organization involved in respect thereto, and will so handle the other cases as soon as we are able to complete our investigation.

It is, of course, possible for misunderstandings to be had in regard to application of these instructions until such time as they are thoroughly understood by all concerned. However, I believe that, generally speaking, the instructions are now well understood and there should be no just cause for further complaint.

Yours truly,

H. M. EICHOLTZ

Asst. General Manager

December 5, 1947

File 97-7-00-10

Mr. C. H. Foote  
5701 W. Madison Street  
Chicago 44, Illinois

Dear Sir:

Referring to the question of allowing compensation at rate of time and one-half on holidays to Federated Craft employees when such holidays are assigned as vacation days, identified as Case No. 6 in docket of cases submitted with your letter of October 21, 1947, and confirming advice given you when the matter was discussed in conference on November 28, 1947:

When at the time he starts his vacation, an employee of a class coming within the scope of Federated Crafts schedule holds an assignment that includes regular service on the holidays referred to in rule 6 of that schedule, work on the holiday is considered as a part of his regular assignment, and, if he so requests, the holiday will be included as a vacation day during the period he is scheduled to take his vacation, and compensation for such holiday vacation day will be allowed at overtime rate.

Yours truly,

/s/ G. F. Stephens

November 7, 1949

File 75-18-264

Mr. Z. M. Church  
5701 West Madison Street  
Chicago 44, Illinois

Dear Sir:

Referring to the following case:

"Question of five working days' notice in force reductions."

and discussion of the matter with you and Federated Crafts' General Committee in conference on November 3, 1949:

At that time it was agreed that in posting notices of force reductions under provisions of rule 25, federated crafts' schedule, bulletins will indicate that the effective date of the reduction as it affects each individual employe is to be based on the five working days of the individual's assignment. It was also agreed that in cases where a mechanic is regularly assigned part of his work week as a mechanic and part of his work week as a relief foreman the five working days' notice under rule 25 will include the working days in both classes.

Instructions will be issued in line with the above.

Yours truly,

/s/ G. F. Stephens

August 28, 1951

File 75-18-270

Mr. Z. M. Church  
5701 West Madison St.  
Chicago 44, Illinois

Dear Sir:

With further reference to question of employees changing from their regularly assigned work week position to another assignment for purpose of vacation relief work, last referred to in your letter of August 1, 1951, and discussed with you and committee in conference August 23, 1951:

We are agreeable to the following understandings in respect to the matter:

1. Employees will not be required to work 16 hours in a payroll day when used for vacation relief purposes. For example - Employee "A" assigned to first shift 8:00 A.M. to 4:00 P.M. is used as a vacation relief worker on second shift to relieve Employee "B" 4:00 P.M. to 12:00 midnight. Employee "A" will be notified in advance that he will be used to relieve Employee "B" on the second shift and not to report for service on his regular assignment on first shift on first day such relief service is performed.

2. Employees used for vacation relief purposes will take over work days and rest days of the vacationing employee and will not return to his regular position until the full cycle of work days and rest days have been fulfilled. For example - Employee "A" assigned to first shift 8:00 A.M. to 4:00 P.M. Monday through Friday, with Saturday and Sunday as rest days,

is required to relieve Employee "B" assigned on the second shift from 4:00 P.M. to 12:00 midnight Wednesday through Sunday, with Monday and Tuesday as rest days. Employee "A" will be notified on Tuesday to come in on Wednesday to take Employee "B's" work week on the 4:00 P.M. to 12:00 midnight shift, working that shift through Sunday night, thereby working 7 straight-time days. Employee "A" would then take the rest days assigned to Employee "B's" position (Monday and Tuesday) and then work 5 more days on that position (if Employee "B" was on a 10-day vacation) and again take Monday and Tuesday as rest days, returning to his regular assignment on Wednesday, working 3 days after which he would take two more rest days assigned to that position (Saturday and Sunday). Employee "A", under this example, would work 7 days the first week, 5 days the second week and 3 days the third week, or a total of 15 days at straight-time rate over a period of 3 weeks.

I would be pleased to have you advise your concurrence.

Yours truly,

/s/ G. F. Stephens

# B U L L E T I N

\_\_\_\_\_  
(Point and Date)

This will serve as five working days' notice that the following employees will be laid off at the close of their shift on dates shown following their name.

## (LIST JUNIOR EMPLOYEES AND SENIORITY DATE)

Machinists	Date	Sheet Metal Workers	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Boilermakers	Date	Electricians	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Blacksmiths	Date	Carmen	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(Signed) \_\_\_\_\_  
Officer in charge

B U L L E T I N

\_\_\_\_\_  
(Point and date)

Due to the reduction of forces at \_\_\_\_\_  
(Point)  
effective \_\_\_\_\_, the following positions  
(Date)  
will be abolished and employees who are affected and  
not included in the force reduction may place them-  
selves under provisions of rule 25, Federated  
Crafts' Agreement.

Position

Occupant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Signed) \_\_\_\_\_  
Officer in Charge

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**AGREEMENT  
Between The  
UNION PACIFIC RAILROAD COMPANY**

**And The**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

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

**"Rule . Paying Off.**

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

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


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

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

**FOR THE:  
INTERNATIONAL ASSOCIATION  
MACHINISTS**

  
GENERAL CHAIRMAN, IAM

  
GENERAL CHAIRMAN, IAM

  
ASST TO PRES - DIRECTING  
GENERAL CHAIRMAN, IAM

**APPROVED:**

  
PRES - DIR. GEN. CHAIRMAN, IAM

**FOR THE:  
UNION PACIFIC RAILROAD**

  
GENERAL DIRECTOR LABOR RLNS

UNION PACIFIC RAILROAD COMPANY

1416 DODGE STREET  
OMAHA, NEBRASKA 68179



November 12, 1997

230-31  
c: 230-18

Mr. R. L. Reynolds  
Pres. - Drtng General Chairman, IAM  
111 Park Road  
Paducah, KY 42003

Mr. T. L. Mitchell  
General Chairman, IAM  
729 Sunrise Avenue Ste. 502  
Roseville, CA 95661

Mr. D. E. Hall  
General Chairman, IAM  
1911 Main Street  
North Little Rock, AR 72114

Mr. A. F. Carrillo  
General Chairman, IAM  
729 Sunrise Ave Ste. 502  
Roseville, CA 95661

Mr. F. D. Nalley  
General Chairman, IAM  
111 Park Road  
Paducah, KY 42003

Mr. R. C. Moore  
General Chairman, IAM  
101 East St. Charles Rd.  
Villa Park, IL 60181

Dear Gentlemen:

This has reference to our discussions in conference concerning situations where employees in service covered by the Collective Bargaining Agreements between this Carrier and your Organization change Collective Bargaining Agreements due to a voluntary move.

It is agreed between the parties that, to the extent existing Carrier policies so permit, employees with continuous service covered by this Agreement shall be credited with prior Union Pacific Railroad, Missouri Pacific Railroad, Missouri-Kansas-Texas Railroad, Oklahoma-Kansas-Texas Railroad, Texas and Pacific Railroad, Western Pacific Railroad, Chicago & North Western Railroad, and Southern Pacific Railroad (including SSW, D&RG, SPCSL) service for vacation, personal leave days, and other present or future benefits which are granted on the basis of qualifying years of service.

It is further agreed that supervisors, non-agreement personnel and officials who hold seniority under an agreement with the IAM&AW on one railroad and who have been or may

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be transferred to a supervisory, non-agreement or official position with the other railroad will retain and accumulate seniority under terms of existing Collective Bargaining Agreements on the railroad on which seniority is held as though promoted on the same railroad. It is recognized that such employees would be subject to the Seniority Retention provisions of Article VII of the Mediation Agreement dated December 31, 1987.

This Agreement shall not be cited as a precedent. If the foregoing is in accordance with our discussion and meets with your approval, please so indicate by signing in the space provided.

AGREED:

  
General Chairman, IAM

  
General Chairman, IAM

  
General Chairman, IAM

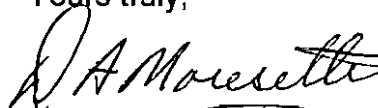

  
General Chairman, IAM

  
General Chairman, IAM

APPROVED:

  
Pres-Drtng & General Chairman, IAM

Yours truly,

# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
General Director -- Labor Relations



Building America

1400 Douglas Street  
Mail Stop 0710  
Omaha, NE 68179  
Office: (402) 544-4808

August 31, 2011

230-18  
230-31

Mr. Don Hall  
General Chairman IAM  
3065 Hwy 367 S #9  
Cabot, AR 72023

Mr. Richard Nadeau  
General Chairman IAM  
7010 Broadway, Suite 203  
Denver, CO 80221

Dear Gentlemen:

This letter is to confirm our understanding regarding the application of the Letter Agreement dated November 12, 1997, to those employees of your craft that accept the position of Mechanic-In-Charge (MIC) on the property subject to the Collective Bargaining Agreement with the Chicago & North Western Railroad, dated July 1, 1921, reprinted January 1, 1953.

It is agreed that employees assigned to MIC positions will maintain their seniority on their former roster as if they remained working at that roster location. If this is your understanding, please sign and return one original of this letter to me

Yours truly,

*Sharon F. Boone*

Agreed:

*Don Hall* Date: 8-31-11  
General Chairman

*Richard Nadeau* Date: 8-31-11  
General Chairman

# UNION PACIFIC RAILROAD COMPANY

Sharon F. Boone  
General Director - Labor Relations



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Agreed:

General Chairman

Date: 8-31-11

General Chairman

Date: 8-31-11