



## **A G R E E M E N T**

between

**SOUTHERN PACIFIC TRANSPORTATION COMPANY  
(WESTERN LINES)**

and the

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**

It is understood that this agreement shall apply to those who perform the work specified in this agreement in the Maintenance of Equipment, and all other Departments of this Company wherein work covered by this agreement is performed.

**Effective October 1, 1993**

**Superseding Agreement of April 16, 1942**

**Reissued April 19, 1957**

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY**

### **AND AFFIRMATIVE ACTION**

The policy of the Southern Pacific Transportation Company is to employ, promote and otherwise treat prospective and present employees without regard to race, creed, color, sex, age or national origin.

This policy applies to all departments, to all work locations, and to all officers and employees.

RULE

SUBJECT

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40	Applicants for Employment
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ATTACHMENTPAGE(S)SUBJECT

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MP&C AGREEMENT

RULE

SUBJECT

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2	Shifts - Starting Time
3	Meal Period
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5	Overtime - Continuous Work
6	Rest Day and Holiday Work
7	Equalizing Overtime Work
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8	60	Interpretation to Rule 3(a)
9	61	Jurisdiction, Draw Bar Pin Bushings
10	62	Compensation of Company Witnesses
11	63	Fabrication of Locomotive Parts
12	64	Jurisdiction, Locomotive Parts
13	65	Seniority, Military Service
14 & 15	66-67	Filling Locomotive Flange Oilers
16, 17 & 18	68-70	Application of Airco Lead Bronze
19	71-72	Jurisdiction, Machinist-Blacksmith
20	73-76	Union Shop
21	77	Registered & Certified Mail, Union Shop
22 - 26	78-83	Jurisdiction, Machinist-Sheet Metal Workers
27 & 28	84-86	Seniority, Upgrade-Military Service
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30	107-121	Health & Welfare
31	122	Bereavement Leave Q&A
32	123	Incidental Work Rule

**PREAMBLE**

The obligations that rest upon the Management to provide -- and the Employees to render -- honest, courteous and efficient service are recognized.

A spirit of cooperation between the Employees and the Management is essential to safe and efficient maintenance and operations, and both parties agree to so conduct themselves. The responsibility for success rests equally with the Employees and the Management.

The term "employee" as used in this agreement refers to the class and craft of employees represented by the International Association of Machinists and Aerospace Workers.

## GENERAL RULES

### RULE 1 - HOURS OF SERVICE - BASIS OF PAY

- (a) Eight (8) hours shall constitute a day's work. Except as otherwise provided in this agreement, or as may hereafter be legally established, all employees shall be paid on the hourly basis.

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

- (b) **General.** A work week consists of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven. The work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:
- (c) **Five-Day Positions.** On positions the duties of which can reasonably be met in five (5) days, the days off shall be Saturday and Sunday.
- (d) **Six-Day Positions.** Where the nature of the work is such that employees will be needed six (6) days each week, the rest days shall be either Saturday and Sunday or Sunday and Monday.
- (e) **Seven-Day Positions.** On positions which are filled seven (7) days per week, any two (2) consecutive days may be the rest days with preference for, where practicable, Saturday and Sunday.
- (f) **Regular Relief Assignments.** All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do work necessary on rest days of assignments in six- or seven-day service, or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements. Where possible, split shifts will be eliminated and all regular work days of a relief assignment will be scheduled to work the same shift.

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. Relief employees will take the rate of the regular employee they are assigned to relieve.



- (g) **Deviation from Monday-Friday Week.** If in positions or work extending over a period of five (5) days per week an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (c) above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.
- (h) **Nonconsecutive Rest Days.** The typical work week is to be one with two (2) 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 (d), (e) and (f), the following procedure shall be used:
- (1) All possible regular relief positions shall be established pursuant to paragraph (f) of this rule.
  - (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 practical plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
  - (5) If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive 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 (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) nonconsecutive 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 the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employees to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employees in excess of five (5) days per week.

- (i) **Beginning of Work Week.** The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.
- (j) Except to the extent that the coverage of existing guarantees was extended to certain employees covered by Article II, Section 1(e), of the March 19, 1949 Agreement, the adoption of the "shorter work week" rule in Article II, Section 1, of that agreement did not create a guarantee of any number of hours or days of work.

It is understood and agreed that the adoption of this provision is without prejudice to the position of either party hereto regarding the question of whether or not the current agreement provides a guarantee of any number of hours or days of work.

## **RULE 2 - SHIFTS - STARTING TIME**

The number of shifts and the starting time of each shift at any point shall be arranged by agreement between local officers and the employees' Local Committee, based on joint check of actual service requirements and subject to approval or change by the Carrier and the General Chairman.

## **RULE 3 - MEAL PERIOD**

- (a) The time and length of the meal period (not to exceed 30 minutes on second shift where only two shifts are employed) shall be subject to agreement and within the limits of the fifth hour; where three shifts are employed, the meal period shall be twenty (20) minutes without loss of time.
- (b) Employees required to work during all or any part of the meal period shall receive pay for the length of the meal period regularly taken at point employed, at straight time, and will be allowed necessary time to procure meal (not to exceed thirty (30) minutes), without loss of time. This does not apply to employees who are allowed twenty (20) minutes for meal under Paragraph (a) of this rule.

**Note:** At major shops, when necessary to utilize certain shop machinery and other like facilities to be used in the making or repairing of certain parts or materials, by agreement, three (3) shifts may be assigned to such operations, and employees so assigned on the first, second and third shifts will be allowed the twenty (20) minute meal period, as specified in paragraph (a), without extending such provision to the balance of the shop forces.

Such positions may be assigned on three (3) shifts based on service requirements, and then only by agreement between the Carrier and the General Chairman.

#### **RULE 4 - MEAL PERIOD ALLOWANCE**

Employees shall not be required to work more than two (2) hours continuous with and after their regular working period, without being permitted to go to meals; time taken for meals, up to thirty (30) minutes, will not terminate the continuous service period and will be paid for.

#### **RULE 5 - OVERTIME - CONTINUOUS WORK**

- (a) Except as otherwise provided in these rules, for continuous work after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one (1) hour for any such work performed.
- (b) Work in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employee due to moving from one assignment to another, or where days off are being accumulated.
- (c) Employees working more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another, or where days off are being accumulated. However, service performed by a regularly assigned hourly or daily rated employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.
- (d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances, such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.
- (e) Except as otherwise provided in these rules, all overtime beyond sixteen (16) hours of work in any twenty-four (24) hour period, computed from the starting time of employee's regular shift, shall be paid for at rate of double time.

## **RULE 6 - REST DAYS AND HOLIDAY WORK**

- (a) Service performed on assigned rest days, and the following legal holidays, namely,

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

(provided that when any of the above holidays falls on Sunday, the day observed by the State, Nation or any proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

NOTE: See Section 7 of Attachment 3 (Non-Operating National Holiday Provisions) for application of holiday substitution.

- (b) Except as otherwise provided for in this agreement, employees required to work on their assigned rest day will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes of work or less, and thereafter at the overtime rate.

## **RULE 7 - EQUALIZING OVERTIME WORK**

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time. Record will be kept of overtime worked and men called with the purpose in view of distributing overtime equally. Shop committees will be furnished, semi-monthly, names of employees and such overtime worked. Overtime will be divided as nearly equal as possible between qualified employees in their class.

## **RULE 8 - COMPLETION OF HOLIDAY SHIFTS**

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

#### **RULE 9 - REPORTING AND NOT USED**

Employees required to report for work and reporting but not used will be paid a minimum of four (4) hours at straight time rate.

#### **RULE 10 - REPORTING AND USED**

- (a) Except as provided in paragraph (b) of this rule, employees required to report for work, who report and work before or after their regular work period, will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes work or less, and thereafter at the overtime rate up to the starting time of their regular work period, and will be required to do only such work as originally called for, or other emergency work which may have developed after they were called, which cannot be performed by the regular force in time to avoid delays to train movement.
- (b) Employees required to report for work, who report and begin work not more than one (1) hour in advance of their regular working hours, will be paid at the rate of time and one-half up to the starting time of their regular work period with a minimum allowance of one (1) hour.

#### **RULE 11 - CHANGING SHIFTS**

Employees changed from one shift to another will be paid overtime rates for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are changed in the exercise of seniority or to employees changing shifts incident to fulfilling regular relief assignments, or when shifts are exchanged at the request of the employees involved.

#### **RULE 12 - EMERGENCY ROAD WORK**

An employee regularly assigned to work at a shop, engine house, repair track or inspection point, when called for emergency road work away from such shop, engine house, repair track or inspection point, will be paid (exclusive of meal period when taken) from the time ordered to leave home station until his return, for all time worked in accordance with the practice at home station, at straight time rate for straight time hours and overtime rate for overtime hours, except that for time waiting or traveling the overtime rate will not exceed time and one-half. If required to leave home station during overtime hours, employee will be allowed one hour preparatory time at straight time rate.

If during the time on road employe is relieved from duty and permitted to go to bed for five (5) or more hours, such relief will not be paid for; provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day when such irregular service prevents the employe from working his regular hours at home station. When meals and lodging are not provided by the Company, actual necessary expenses will be allowed. Employes will be called as nearly as possible one (1) hour before leaving time, and on their return will deliver tools, on Company time, at point designated.

If at any time it becomes necessary for employes to ride locomotives on line for the purpose of making repairs or to ensure proper operation, such employes shall be machinists if any such repairs involve duties covered by Rule 55 or Memorandum "A".

Carrier officers, agents or supervisors will not perform repairs on the road, except in an emergency. An emergency will include events such as accidents, blocking rail or vehicle traffic, and unusual delay to expedited trains where mechanical repairs can be completed within two (2) hours.

### **RULE 13 - TEMPORARY VACANCIES--OUTLYING POINTS**

Regularly assigned employes sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point, to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and overtime rates for overtime hours at home station whether waiting or traveling. If required to leave home station during overtime hours, employe will be allowed one hour preparatory time at straight time rate.

If on arrival at the outlying point or shop there is an opportunity to go to bed outside their regular bulletined hours at home point for five (5) or more hours before starting work, time will not be allowed for such hours.

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

Work at home point, waiting, traveling time and work at outlying point on the same day, under this rule, will be combined in determining when overtime commences.

Where meals and lodging are not provided by the Company actual expenses will be allowed.

On the return trip to home point, straight time for straight time hours and overtime for overtime hours, in accordance with practice at home station, will be allowed up to the time of arrival at home point.

#### **RULE 14 - RELIEF OUTFIT SERVICE**

Relief outfit service outside of yard limit boards at home point will be paid for at the rate of time and one-half for all time whether working, waiting or traveling, from time called until return to home point and released by foreman; except, if relieved from duty and permitted to go to bed for a period of five (5) or more hours, time for such hours will not be allowed; provided, however, that in no case will an employe be allowed less than the equivalent of eight (8) hours at straight time rate for each calendar day when such relief outfit service prevents the employe from working his regular hours at home station. When meals and lodging are not provided by the Company, actual necessary expenses will be allowed.

#### **RULE 15 - ASSIGNED ROAD WORK-HOURLY BASIS**

In the event the Carrier desires to establish position in Assigned Road Work, the parties will meet to negotiate appropriate rules.

#### **RULE 16 - FILLING HIGHER AND LOWER RATED POSITIONS**

An employe required to fill the place of another employe receiving a higher rate of pay, or to perform work paying a higher rate than his own, will be allowed the higher rate on following basis:

- (1st) .If working one hour or less at the higher rate, will be allowed one hour at that rate.
- (2nd) Over one hour and not exceeding four hours, will be allowed the higher rate on a minute basis.
- (3rd) Over four hours, will be allowed the higher rate for the day.

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

#### **RULE 17 - BULLETINS--NEW JOBS AND VACANCIES**

- (a) New jobs and temporary or permanent vacancies occurring in regular jobs will be bulletined for a period of seven (7) days (except if known to be of less than thirty (30) days' duration). All bulletins for new jobs and temporary or permanent vacancies shall contain a description of the duties involved. Such description shall specify the main duty and show location, title, special qualifications necessary, if any, assigned hours and rest days, rate of pay, and if a vacancy, whether temporary or permanent and the name of the individual vacating the position. Applications must be made in writing

with copies to the official in charge and the Local Chairman. If it is found that the employe did not comply with this rule herein quoted, the application will be treated as void and of no effect. Senior employe making application will be assigned and will (except as provided for in Paragraph (b) of this rule) lose his right to the job he left. If after a fair trial he fails to qualify, he will take whatever position may be open in his craft and class, and next senior applicant will be assigned and given opportunity to qualify. If no bids are received, the junior qualified employe may be assigned in cooperation with the local committee.

- (b) A regular employe acquiring temporary position will, upon the expiration of such temporary assignment, return to his former position if it still exists (unless occupied by senior employe under the provisions of Rule 28(e)). If his former position does not exist or has been occupied by senior employe as indicated above, he may displace a junior employe.
- (c) An employe exercising seniority under this rule will do so without expense to the Company.
- (d) An employe absent on account of sickness, suspension or leave of absence will, upon returning to service, have the right to return to his former position if it still exists (unless occupied by senior employe under the provisions of Rule 28(e)), or displace a junior employe from position that has been bid in during such absence; if former position does not exist or is occupied by senior employe as indicated above, he may place himself in accordance with his seniority provided application is made within five (5) days after returning to work.
- (e) In filling new jobs and vacancies, recognition must be given to the responsibility of maintaining efficient service. After assignment, if the qualifications of an employe to perform the work are questionable, the local officer, local committee and employe concerned will confer and endeavor to impartially compose the question without prejudice to the employe before invoking Rules 38 or 39.

Note: The exercising of seniority to displace junior employes, which practice is usually termed "Bumping and Rolling," will not be permitted, except as per paragraphs (b) and (d) of this rule and paragraph (e) of Rule 28.

#### **RULE 18 - PROMOTION TO FOREMEN**

- (a) Mechanics in service will be considered for promotion to positions of foremen.
- (b) Employes accepting positions as foremen or employes assigned to special duties outside the scope of this Agreement shall retain their seniority in



their craft and/or class, subject to Sections (c) and (d), except when eliminated from the service for cause.

Note: It is the policy of the Company to promote its own employes, except when competent employes cannot be found in the ranks or will not accept such new positions or vacancies.

- (c) All employes promoted subsequent to January 1, 1988 to official, supervisory or excepted positions from crafts or classes represented by IAM shall be required to maintain their IAM membership or pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and will be given ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
- (d) Employes promoted prior to January 1, 1988 to official, supervisory or excepted positions from crafts or classes represented by IAM shall retain their seniority, but shall be required to pay regular monthly dues or an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.
- (e) Foremen who relinquish their positions as such voluntarily, or who are required through displacements or force reductions to return to their respective crafts, may place themselves by the following procedure:
  - (1) On any position which may be open in their craft; also, mechanics may displace any upgraded mechanic holding seniority as helper or apprentice.
  - (2) If no positions are available as referred to in (1) above, displace the junior employee in their class of the craft.

No penalty will be incurred as a result of an exercise of rights under this Section (e).

#### **RULE 19 - EMPLOYES PERMANENTLY TRANSFERRED**

Except as provided in Rules 18 and 20 of this Agreement, employes transferred from one point to another will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date pay starts; seniority to govern in making transfer. Employes will not be compelled to accept a permanent transfer to another point.

## **RULE 20 - EMPLOYES TEMPORARILY TRANSFERRED**

If additional employees are needed in excess of those available under Rule 29(d), employees at other points who are furloughed shall, in accordance with their seniority, be given preference to work in their class at any point where additional employees are needed. Such transfer to be made without expense to the Company, except that such employees will be furnished free transportation in accordance with Rule 45.

- (a) A seniority date will be established at the new point on the first day compensated service is performed.
- (b) Upon recall from furlough at the point at which original seniority is held, the employee must make an election. If elects to return to the original point, the new seniority date will be forfeited. If elects to stay at new point, seniority at the original point will be forfeited.

## **RULE 21 - LEAVE OF ABSENCE**

If requirements of the service will permit, employees will, on request, be granted leave of absence, not exceeding ninety (90) days, with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority unless otherwise agreed to by the Carrier and the General Chairperson. All employees requesting leaves of absence under this rule shall be given equal consideration.

Denial of a reasonable amount of leave (service permitting) or failure to promptly handle request for leave account sickness or a business matter of importance to the employee are improper practices and may be handled as unjust treatment under this Agreement.

## **RULE 22 - ABSENCE FROM WORK**

Employees are expected to report for duty in accordance with the conditions of their bulletined assignment; however:

- (a) An employee detained from work due to sickness or other unavoidable cause shall notify his foreman as promptly as possible. In the event such employee's position is filled during his absence, he shall, prior to returning to duty, notify his foreman of such return before the quitting time of his assignment on the working day next preceding his return.
- (b) Any employee who is going to be tardy for work will, if possible, notify the designated Company representative of the reason and when expected to arrive. Upon reporting for duty, the employee will be permitted to perform service for the remainder of his assigned shift if reporting prior to the start of the fourth hour unless previous arrangements had been made.

### **RULE 23 - FAITHFUL SERVICE**

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

### **RULE 24 - BEREAVEMENT LEAVE**

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

(See Attachment 31, Page 122, for Questions and Answers.)

(December 2, 1978 Agreement)

### **RULE 25 - ATTENDING COURT**

Employees required to attend court as witnesses for the Company will be compensated at straight time rate of pay for actual time in court attendance and/or held for court attendance, except when held at home station on rest days and holidays. The maximum allowance on any day to be eight (8) hours at straight time rate. If held for court attendance as a witness at other than home station on rest days and holidays, shall be allowed eight (8) hours at straight time rate for each of those days held.

If this allowance does not equal what the employee's earnings at home station would have been if he had not been used as a witness and/or held for court attendance, the difference will be made up.

Furloughed employees used at other than home station as witnesses for the Company and/or held for court attendance will be guaranteed eight (8) hours at straight time rate for each day so used or held.

Employees will be allowed actual necessary expenses under the application of this rule.

Any mileage and/or court fee accruing to the employee will be assigned to the Company.

## **RULE 26 - JURY DUTY**

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

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

- (1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service account of jury duty, the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:
  - (a) ends within four hours of the start of his assignment; or
  - (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.
- (6) On any day that an employee is released from jury duty and four or more hours of his work assignment remain, he will immediately inform his supervisor and report for work if advised to do so.

(December 2, 1978 Agreement)

## **RULE 27 - PAYING OFF EMPLOYEES**

- (a) Employees will be paid off during their regular working hours, semi-monthly, except when State laws provide a different paying-off condition. Where there is a shortage equal to one day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage. Employees leaving the service of the Company will be furnished with a time voucher covering all time due within twenty-four (24) hours where pay certificates are issued and as soon as possible at other points.

- (b) If regular payday falls on Sunday or a holiday, and/or if shops are to be initially closed on a regular payday, employees will be paid on the preceding day.
- (c) During inclement weather, provisions will be made -- where buildings are available -- to pay employees under shelter.

#### **RULE 28 - REDUCTION AND RESTORATION OF FORCES**

- (a) In reducing forces, each point, shop, department or subdivision thereof shall be considered separately. Employees will be laid off in accordance with their seniority, except that the senior employee of the class capable of doing the work shall be retained in service. Employees retained in the service will take the rate of the job to which they are assigned.
- (b) When forces are reduced, the ratio of apprentices will be maintained in relative proportion to mechanics of the respective crafts where apprentices are employed.
- (c) Seven (7) calendar days' notice will be given employees affected before reduction is made, and list will be furnished the Local Committee. Furloughed employees will be required to provide and maintain a current address with the Carrier in order to ensure recall in seniority order.
- (d) When restoring forces, employees will be recalled by written notice in seniority order. Employees will not be required to return from furlough for positions which are expected to exist six (6) months or less. They must, however, advise the supervisor within ten (10) days of receipt of notice of recall of their intention to respond. Employee intending to respond must report for service within thirty (30) days of receipt of notice of recall.
- (e) When assignments are changed through the operation of this rule, or through the abolition of jobs, employees affected will be allowed to place themselves in such jobs as their seniority and qualifications entitle them to, but only such employees who are actually disturbed by rearrangement of jobs caused through reduction in forces or abolition of jobs will be permitted to exercise seniority in this manner.
- (f) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or labor dispute other than as covered by paragraph (g) below, provided that such conditions result in suspension of a carrier's operation in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his

position without having been previously notified not to report, shall receive four (4) hours' pay at the applicable rate for his position.

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

(April 9, 1970 Agreement)

#### **RULE 29 - WORKING WHILE SHOP CLOSED**

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

#### **RULE 30 - SENIORITY--WHEN BEGINS**

Seniority in the class of a craft begins at the time the employee's pay starts. When two or more employees of each class in a craft begin work at the same time, their seniority rank shall be as of the time application for employment is filled out, such time to be recorded on application.

#### **RULE 31 - SENIORITY ROSTERS**

Seniority of employees of each class in the craft shall be confined to the point where they are employed. Each General Shop shall be considered a separate point. Seniority rosters shall be maintained for each classification at each point.

Seniority rosters will be revised as of July 1st, each year, and posted in places accessible to employees affected; list of additions, eliminations, and corrections will be posted as of January 1st, each year. Errors in any roster or list to which attention is called within sixty (60) days from date of posting will be corrected. The General Chairman and the Local Committee will each be furnished three (3) copies of such rosters.

#### **RULE 32 - TERMINATION OF SENIORITY**

The seniority of any employee whose seniority under an agreement with IAM is established after the effective date of this Rule and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

### **RULE 33 - ASSIGNMENT OF WORK**

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

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

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

### **RULE 34 - LEAD WORKMEN**

- (a) At shops - In small gangs a working mechanic may be assigned to work with, take the lead and direct the work of other members of a gang in his craft and on his class of work. For such service, he will be allowed the differential of fifty (50) cents per hour above the highest rate paid any employee he so directs, but not less than fifty (50) cents per hour above the highest rate applicable to the work performed by the gang or himself.
- (b) At roundhouses and train yards - For small groups of employees a leading working mechanic may be assigned to work with, take the lead and direct the work of other members of the group; while so serving he will not perform the work of any craft other than his own. For such service, he will be allowed a differential rate of fifty (50) cents per hour above the highest paid employee he so directs, but not less than fifty (50) cents per hour above the highest rate applicable to the work performed by the gang or himself.

### **RULE 35 - OXY-ACETYLENE--ELECTRIC WELDING AND CUTTING**

- (a) Mechanics and their apprentices of the respective crafts shall operate oxy-acetylene cutting torch and pantograph machines in performing the work of their respective crafts. When oxy-acetylene or other welding and cutting 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. It is understood that the provisions of this paragraph do not supersede Paragraphs (b) and (c) of this rule.
- (b) In emergency, welders and cutters of any craft may be used to take care of the work.
- (c) This rule does not apply to the use of the cutting torch when engaged in relief outfit service, scrapping equipment and machinery, and cutting up scrap.

### **RULE 36 - SCRAPPING ENGINES, CARS, ETC.**

Helpers will cut up scrap. Scrapping of locomotives, engines, boilers, tanks, cars and machinery will be done by helpers under the direction of a mechanic.

The work described in this rule includes the operation of the cutting torch. Carmen's helpers will be used in connection with cars. For locomotives, engines, boilers, tanks and machinery, the work will be performed by helpers of the respective crafts, except that in scrapping locomotives, if only one helper is used, such helper may be either a machinist's helper or a boilermaker's helper.

### **RULE 37 - FOREMAN--TEMPORARY RELIEF**

Employees used temporarily to relieve Foremen will receive the Foreman's rate of pay and shall work the regular hours of the Foreman while so used.

### **RULE 38 - GRIEVANCES**

- (a) An employee who considers himself unjustly treated, or that this agreement as applicable to his craft is not being properly applied, shall have the right to submit the facts informally to his foreman for adjustment and/or to the nearest duly authorized local committee of his craft. The duly authorized local committee (of not to exceed three (3) members of the craft), if they consider it justified, may submit the case informally to the foreman, general foreman and/or the master mechanic (or from foreman to general foreman and/or to shop superintendent in General Shops).



- (b) A claim or grievance may be presented in writing by the duly authorized committee to the master mechanic (to shop superintendent in General Shops), provided said written claim or grievance is presented within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employe or his representative), in writing, of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances. Any claim or grievance not presented within sixty (60) days of the occurrence on which based will be deemed to have been abandoned.
- (c) If a claim or grievance which has been disallowed under paragraph (b) hereof is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.
- (d) If decision as provided for in paragraph (b) is unsatisfactory, the General Chairman of the craft may appeal the case to such higher officials of the Company as are designated to hear appeals and in the order designated by the Company, to the highest officer so designated by the Company; the time limits provided for in paragraph (b) to be observed for each appeal and each decision, unless the time is extended by mutual agreement.
- (e) The requirements outlined in paragraphs (b) and (c) pertaining to appeal by the employe and decision by the Carrier shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employe or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment, that has been agreed to by the parties hereto as provided in Section 3, Second, of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months' period herein referred to.
- (f) A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more

than sixty (60) days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

- (g) This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.
- (h) This rule is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.
- (i) This rule shall not apply to requests for leniency.
- (j) Conferences and investigations under this rule, conducted at the point where the employee involved is employed, will be held during regular working hours without loss of time to committeemen, provided said committeemen are employed at the point where conferences and investigation are conducted. If stenographic report of conferences or investigation is taken, the employee involved and the duly authorized committee, on request, shall be furnished a copy.

Note: If the employee directly involved fails to do so, this rule shall not be construed so as to prevent the authorized local committee from handling as a grievance any matter that they may consider as an improper practice under this Agreement. Further, this rule will not prohibit the officers of the Company and the authorized committee representing the employees from conferring informally and if possible disposing of grievances thereby.

### **RULE 39 - DISCIPLINE--SUSPENSION--DISMISSAL**

No employee shall be disciplined without a fair and impartial hearing by an Officer of the Company. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. A proper case is defined as one where leaving the employee in service may pose a danger to the Company, the employee, or other employees. Written notice of suspension, pending service of charges, shall be provided to the employee and his representative within twenty-four (24) hours of the suspension.

When a hearing is to be held, the employee involved shall be notified in writing of the precise charge(s). Such charge(s) shall be served on the employee within seven (7) days of the date the local Carrier Officers become aware of the incident or event giving rise to the charge(s).

An employe who has been notified to appear for a hearing shall have the option, prior to the hearing, to discuss with the appropriate Carrier official and his representative the incident or event.

No minutes or other record will be made of the discussions, nor will reference be made thereto by either party in any subsequent handling of the charge(s) under the disciplinary procedure.

If disposition of the charge(s) can be made on the basis of the discussion referred to above, the disposition shall be reduced to writing and signed by the employe, the employe's representative, and the Carrier official involved, and shall specify the discipline, if any, to be imposed. Such discipline shall not exceed five (5) working days unless otherwise agreed to. Disposition of cases under this paragraph shall not establish precedent in the handling of any other case. If the matter cannot be resolved in these discussions, the Carrier may schedule a formal hearing.

Formal hearing shall be conducted within ten (10) days of the date the employe is charged. A reasonable postponement requested by the employe, his representative, or the Carrier shall be granted. The employe shall have the right to representation as provided in Rule 38, and the right to have present at the hearing witnesses who have direct knowledge of the event or incident. A record of the hearing will be taken and the employe's representative furnished a copy, unless waived. The employe shall, within ten (10) days of the conclusion of the hearing, be advised of the findings.

It is understood that failure to comply with the time limits set forth in this rule will result in all actions being dismissed. Time limits governing appeals as set forth in Rule 38 will apply.

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

#### **RULE 40 - APPLICANTS FOR EMPLOYMENT**

Applicants for employment may be required to take physical examination, at the expense of the Company, to determine their fitness to perform the service required in their craft or class.

Applicants for employment entering service shall be accepted or rejected within sixty (60) days after the applicant begins work. When applicant is not notified to the contrary within the time stated, it will be understood that the applicant becomes an accepted employe unless it is found that information given in the application is false and would have prevented the applicant from being hired. In such instance, the procedures of Rule 39 will apply.

#### **RULE 41 - COMMITTEEMEN**

The Carrier will not discriminate against any Committeeman who is delegated to represent employes covered by this Agreement and will grant leaves of absence for that purpose.

#### **RULE 42 - DRINKING WATER--HEATING--SANITATION**

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

#### **RULE 43 - PERSONAL INJURIES**

Employes injured while at work are required to make a detailed written report of the circumstances of the accident as soon as they are able to do so after receiving required medical attention. Employes shall be furnished copy of the report. Proper medical attention shall be given at the earliest possible time. Employes shall be permitted to return to work as soon as they are able to do so, without signing a release, pending final settlement of the case, providing, however, they are physically capable of performing the duties of their regular assignment in the machinist class or craft. All claims for personal injuries shall be handled with the Personal Injury Claims Department.

#### **RULE 44 - NOTICES--POSTING**

A place will be provided inside all shops, roundhouses, and in train yards where proper notices of interest to employes may be posted by the Committee.

#### **RULE 45 - TRANSPORTATION**

Employes currently entitled to transportation privileges will have the privileges continued.

#### RULE 46 - PROTECTION OF EMPLOYEES

- (a) Employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.
- (b) When it is necessary to make repairs to engines, boilers, tanks and tank cars, such parts shall be cleaned before mechanics and apprentices are required to work on same. This will also apply to cars undergoing general repairs. Employees (other than operators) will not be assigned to jobs where they will be exposed to sand blast and paint or distillate blowers while in operation. Operators of such blowers to be provided with necessary protective devices.
- (c) Oxy-acetylene or electric welding or cutting will be shielded by a suitable screen when necessary for the protection of other employees.
- (d) Employees who have been working on hot work will not be required to work on cold work until allowed sufficient time to cool off.
- (e) Employees required to work under cars or locomotives will protect themselves with proper signals. When the nature of the work to be done requires, locomotives and passenger train cars will be placed over a pit, if available.
- (f) Trains or cars, while being inspected or worked on by train yard employees, will be protected by blue flag by day and blue light by night, which will not be removed except by the workmen placing same. (See Safety and General Rule 1801).
- (g) Where practicable, cleaning locomotives by steam or any cleaning solvent applied with spray will be handled outside of roundhouse or shop.
- (h) Where shops and roundhouses are not now equipped with connections for taking steam from engines, arrangements will be made to equip them so that steam from locomotives will not be blown off inside the house; in the meantime, when boilers in shops or roundhouses are being blown off, a suitable muffler will be attached.
- (i) All engines will be placed under smoke jacks in roundhouses, where practicable, when being fired up.
- (j) Oxy-acetylene welding or cutting operators will be furnished with helper when necessary, or when it is essential for personal safety.
- (k) When necessary to send oxy-acetylene welder or cutter or electric operator out of the shop in cold weather, he will be allowed ample time to dry off before being sent out.
- (l) Switches of repair tracks will be kept locked, with special locks; men working on such tracks shall be notified before any switching is done. A

competent person will be regularly required to perform this duty and will be held responsible for seeing that it is performed properly.

- (m) Tools and equipment will be kept in safe working condition.

#### **RULE 47 - HELP TO BE FURNISHED**

Craftsmen and apprentices will be furnished sufficient competent help when needed in connection with their work. Employees who are classified as helpers for a specific craft, if available, will be used when necessary to help craftsmen and their apprentices of the specific craft.

#### **RULE 48 - ELECTRIC LIGHT CORDS AND GLOBES**

At shops and roundhouses equipped with electricity, electric light globes and extensions will be kept in tool room available for use; employees will use them carefully and return to tool room when through with them. Except in emergencies, no changes or repairs will be made in electrical fixtures other than by electrical repairmen.

#### **RULE 49 - RUNNING REPAIRS AND SHOP WORK--LOCOMOTIVES**

Forces assigned to running repairs will not be required to work on shop work at points where shop work forces are maintained, except when there are not sufficient running repairs to keep them busy.

Shop forces assigned to locomotives will not be used 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 movements.

Shop work on locomotives is defined as including all work which cannot be handled within five (5) days inclusive by the regularly assigned running repair forces maintained at the point where the work is performed.

Note: When it is necessary to have shop work forces perform work in connection with running repairs, such work will be considered shop work.

#### **RULE 50 - CHECKING IN AND OUT**

- (a) Punching of timecards may be required at the beginning of shift and if leaving before the end of shift for the sole purpose of indicating hours worked.

- (b) When leaving Carrier property, employees may be required to check out and in with proper authority during working hours exclusive of meal period.
- (c) Employees may be required to maintain records during working hours of time spent on task codes and/or functions for accounting purposes.
- (d) Employees will make out their timecards and task records during working hours and deposit them at a designated convenient place.

**RULE 51 - CABLE SPLICING**

Employees, when splicing cables, will be paid not less than the rate for that service as shown in the wage schedule, subject to the provisions of Rule 16.

## **MACHINISTS' SPECIAL RULES**

### **RULE 52 - QUALIFICATIONS**

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



## **MACHINISTS' SPECIAL RULES**

### **RULE 53 - CLASSIFICATION OF WORK**

Machinists in the Motive Power and Car Department shall perform work covered by their Classification of Work Rule. Machinists' work shall consist of laying out, fitting, adjusting, repairing, building; the operation of machine tools used in turning, boring, shaping, milling, slotting, and grinding of metals or other materials (including synthetics); assembling, maintaining, and dismantling of all machinery normally maintained by the MP&C Department; inspection of locomotives, engines by whatever power and brake systems, dismantling, repair, maintaining and assembling steam, diesel-electric, gas, or any other type locomotives, or internal combustion engines, turbines, mechanical drive mechanisms, and traction motors. Changing out, testing and repairing locomotive air brake equipment. Dismantling, repairing, maintaining and assembling all engines, brakes, gears, axle gear boxes, and inspection thereof on Carrier-owned self-propelled cars. All mechanical drive mechanisms in connection with pumps, jacks, hoists, elevators, hydraulic and/or pneumatic cranes, transfer and turntable mechanical drive mechanisms, air motors, steam engines, gas engines, diesel engines. Tools - pneumatic, mechanical, hydraulic, including "O" rings on same. Machinists' work on electrically operated tools, all ratchet drilling, tapping, reaming and polishing in connection with Machinists' work. All tool and die making metal patterns for casting, tool and machine grinding, axle and wheel turning, boring and pressing. The removal, repairing and applying of roller bearings in wheel and axle shops or bearing repair shops; belt sheaves, mechanical couplings (except removing, dismantling and applying all flexible pipe couplings), for locomotive oil and water servicing. The repairing and maintaining of shafting; the removal, replacing, grinding and bolting of all joints on super-heaters. The fabricating by fastening together by whatever method required, including welding, fusing, brazing, metalizing, banding, cutting and burning of metals with such as oxy-acetylene, electric, thermit, heli-arc, tig, or any other process on work in connection with Machinists' work; the alignment, leveling and anchoring down of all mechanical equipment dealing within the broad spectrum of tolerances, on motors - engines, blowers, drives, machines, clutches, transmissions-wheels, rods, servo; the use and operation of all tools and machines used in the performance of work in this classification; and all other work generally recognized as Machinists' work.

It is not intended that this rule, revised on October 1, 1993, has anything contained therein that would infringe upon other Shop Crafts' Classification of Work Rules or practices. To the extent that a jurisdictional dispute may arise, it will be resolved under the provisions of Memorandum "A".

## **MACHINISTS' SPECIAL RULES**

### **RULE 54 - MACHINIST HELPERS**

- (a) Helpers' work shall consist of:

Helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring or turning head or milling apparatus, wheel presses (on car, engine truck and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders, power hack and cutting off saws, repairs to belting including lacing; attending tool room, machinery oiling, locomotive oiling, rod cup filling and pressure greasing, box packing, applying and removing trailer and engine-truck brasses in connection with roundhouse service; assisting in dismantling locomotives and engines; connecting or disconnecting all couplings between engine and tender and locomotive tender and draft rigging work except when performed by carmen, and all other work generally recognized as helpers' work.

- (b) Differential - When machinist helpers are assigned to perform the following work, they will receive six (6) cents per hour above the rate paid helpers for more than one year's service.

- (1) Applying and removing engine and trailer journal bearings, including box and cellar packing and oiling in connection with roundhouse service, operating car brass boring machines and wheel presses (on car, engine truck and tender truck wheels).
- (2) Removing or replacing sand domes, bells and bell stands, stacks and stack saddles, running board and foot board brackets, grab irons (not riveted), hand rails and columns, smokebox steps (not fabricated), generator brackets, cast headlight brackets, air pumps, air drums and brackets, steel bumper beams, couplers and pockets, coupler rigging, cab brackets and braces, fire doors and frames. Stripping of locomotives (not running repairs). Adjusting shoes and wedges.

## **MACHINISTS' SPECIAL RULES**

### **RULE 55 - DIFFERENTIALS FOR MACHINISTS**

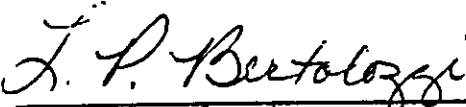
- (a) At points or on shifts where there are ordinarily 15 or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in connection with other machinists' work and will be allowed twenty-five cents (25¢) per hour above the machinists' minimum rate at the point employed.
- (b) At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to Federal reports, they will be paid twenty-five cents (25¢) per hour above the machinists' minimum rate at the point employed for the days on which such inspections are made.
- (c) Autogenous welders shall receive twenty-five cents (25¢) per hour above the minimum rate paid mechanics at the point employed.
- (d) Machinists at General and Division Shops who are regularly assigned to laying out or valve setting will be allowed six cents (6¢) per hour above the machinists' minimum rate paid at the point employed.
- (e) Machinists at General and Division Shops and at the following roundhouses: El Paso, Tucson, Taylor, Alhambra, Bakersfield, Bayshore, Mission Bay, West Oakland, Tracy, Roseville, Dunsmuir, Sparks, Ogden, Eugene and Brooklyn, who are not regularly assigned to valve setting, if required to set valves will be allowed six cents (6¢) per hour above the machinists' minimum rate paid at the point employed subject to the provisions of Rule 16.

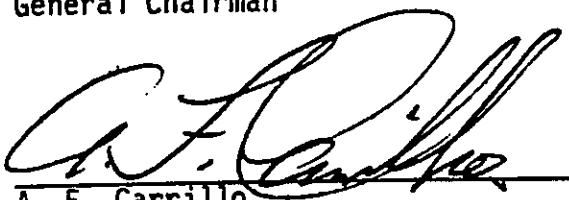
**RULE 56 - EFFECTIVE DATE AND CHANGE OF AGREEMENT**

- (a) This Agreement is subject to the express agreement of the parties signatory hereto to observe and comply with the provisions of the applicable federal and state laws now in existence or enacted during the term hereof, it being the intention of either party to relieve the other party from complying with any provision of this Agreement which may be in conflict with or violate any applicable federal or state law now in existence or enacted during the term hereof.
- (b) This Agreement supersedes prior agreements and shall become effective October 1, 1993, and shall remain in effect until changed under the provisions of the Railway Labor Act.


Signed at San Francisco, California, this 16<sup>th</sup> day of August, 1993.

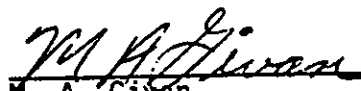
FOR THE EMPLOYEES:

  
\_\_\_\_\_  
L. P. Bertolozzi  
General Chairman

  
\_\_\_\_\_  
A. F. Carrillo  
General Chairman

FOR THE CARRIER:

  
\_\_\_\_\_  
D. A. Porter  
Director-Labor Relations

  
\_\_\_\_\_  
M. A. Givan  
Senior Manager-Labor Relations

## MEMORANDUM OF AGREEMENT

Memorandum "A"

In connection with and supplementary to the Motive Power and Car Departments Agreement which became effective April 16, 1942, it is recognized by the employees represented by System Federation No. 114, through their several General Chairmen, and the Southern Pacific Company (Pacific Lines), that in and by said agreement, numerous changes have been made in the "Classification of Work" and other Rules under which men have heretofore been working, and a great deal of detail and description of the work has been eliminated, which may result in one craft or class requesting or contending for work that is being performed by another craft or class.

In recognition of the facts above recited, and in order to avoid confusion at the local points and provide an orderly determination of the items of work not specifically stated in the "Classification of Work" and other Rules of the several crafts, it is agreed that existing practices will be continued unless and until otherwise decided by conference and negotiation between the General Chairmen involved and the General Superintendent of Motive Power, for purpose of uniformly applying such decision wherever necessary on the railroad.

It is also agreed that the work specified and referred to in said Agreement means only such work as comes under the jurisdiction of the General Superintendent of Motive Power.

This Agreement is subject to cancellation or revision only in accordance with the provisions of the Railway Labor Act.

Dated at San Francisco, April 17, 1942.

FOR SOUTHERN PACIFIC COMPANY  
(Pacific Lines)

(Signed)  
GEO. McCORMICK  
Gen. Supt. Motive Power

FOR THE EMPLOYEES:

(Signed)	C. J. BORN, General Chairman International Association of Machinists
(Signed)	E. B. ASHBROOK, General Chairman, International Bro. Boilermakers, Iron Ship Builders and Helpers of America
(Signed)	O. B. DAILEY, General Chairman, International Brotherhood of Blacksmiths, Drop Forges and Helpers
(Signed)	WALTER B. ABBOTT, General Chairman, Sheet Metal Workers' International Assn.
(Signed)	DENVER T. JOHNSTONE, General Chairman, International Bro. of Electrical Workers
(Signed)	FRED RIEHL, General Chairman, Brotherhood Railway Carmen of America

PERSONAL LEAVE

- (a) A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

- (b) Personal leave days provided in paragraph (a) may be taken upon 48 hours' advance notice from the employee to the proper carrier officer, provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

The personal leave days provided in paragraph (a) shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute the work on a position vacated among other employees covered by the agreement.

(December 11, 1981 Agreement)

**NON-OPERATING NATIONAL HOLIDAY PROVISIONS**

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

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

(Article II-Holidays, Sections 1(a) and 2(a), 10-7-71 Agreement, as revised by 3-12-75 and 12-11-81 Agreements.)

**Section 1**

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holiday or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, noncompliance with a union shop agreement, or disapproval of application for employment.

### ATTACHMENT 3

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

#### NOTE:

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

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

#### Section 2

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

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

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

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

(Article II-Holidays, Sections 2(a) and 2(b), 8/21/54 Agreement)

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

(Article II-Holidays, Section 2(d), 10-7-71 Agreement)



### ATTACHMENT 3

Effective January 1, 1972, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12), and this sum shall be divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1(d), of the Agreement of January 29, 1975. The sum of presently existing hours per annum plus 8, divided by 12, will establish a new hourly factor for purposes of applying cents-perhour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment shall be made in weekly rates and hourly factors derived therefrom.

The hourly factor as shown in Section 2(a) above was as a result of the addition of the birthday holiday (later Good Friday), increased effective January 1, 1965 to 174-2/3; as a result of the addition of Veterans Day as a holiday effective January 1, 1973, increased to 175-1/3; and as a result of the addition of Christmas Eve (the day before Christmas is observed) as a holiday effective January 1, 1976, increased to 176 hours.

(Article II, Section 2, 10-7-71 Agreement, and Article III, 3-12-75 Agreement)

### Section 3

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

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

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

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

### ATTACHMENT 3

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

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

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

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

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

(Article III, 3-12-75 Agreement, and Section 4, 1-1-76 Implementation Agreement)

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - Day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(Article IV(b)-Holidays, 12-11-81 Agreement)

In addition to their established monthly compensation, employees performing service on the Day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

(Article IV(c)-Holidays, 12-11-81 Agreement)

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

(Article IV(d)-Holidays, 12-11-81 Agreement)

### ATTACHMENT 3

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

(Article IV(c)-Holidays, 12-11-81 Agreement)

#### Section 4

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

(Article II, Section 1(b), 10-7-71 Agreement)

#### Section 5

- (a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Veterans Day and to Christmas Eve (the day before Christmas is observed) in the same manner as to other holidays listed or referred to therein.

(Article II, Section 2(b), 10-7-71 Agreement, as revised by 3-12-75 Agreement)

- (b) All rules, regulations or practices which provide that when a regularly assigned employee has no assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(Article II, Section 1(c), 10-7-71 Agreement)

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

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

(Article II, Section 1(c), 10-7-71 Agreement)

### ATTACHMENT 3

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

(Article II, Section 1(c), 10-7-71 Agreement)

#### Section 6

Article II, Section 6, of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, covering the birthday holiday, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2, of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

(Article II, Section 1(d), 10-7-71 Agreement)

#### Section 7

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

(Article II, Sections 1(e) and 2(c), 10-7-71 Agreement, as revised by 3-12-75 Agreement)

NATIONAL VACATION AGREEMENT

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

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

Articles of Agreement

Section 1

- (a) Effective with the calendar year 1973, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.
- (b) Effective with the calendar year 1973, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.
- (c) Effective with the calendar year 1982, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive. (Revised by Article III of the December 11, 1981 Agreement.)

#### ATTACHMENT 4

- (d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive. (Revised by Article III of the December 11, 1981 Agreement.)
- (e) Effective with the calendar year 1973, an annual vacation of twenty five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty-five (25) of such years, not necessarily consecutive.
- (f) Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.
- (g) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.
- (h) Calendar days in each current qualifying year on which an employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) years or more years of service with the employing carrier.
- (i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing carrier.

#### ATTACHMENT 4

- (j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.
- (k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.
- (l) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier, he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

(From Article III-Vacations, Section 1, 10-7-71 Agreement, with paragraphs 1(c) and 1(d) revised by Article IV of the 12-2-78 Agreement.)

#### Section 2

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 under and in accordance with the terms of such existing rule, understanding or custom.

(From Section 3, 12-17-41 Agreement)

## ATTACHMENT 4

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

(Article III-Vacations, Section 3, 10-7-71 Agreement)

NOTE: Article 3 of the Vacation Agreement, as amended by the October 7, 1971 Agreement, refers to eight holidays. While the December 11, 1981 Agreement did not officially amend that section to incorporate reference to the changes in holidays, the provisions of that section will apply to the eleven holidays recognized under the December 11, 1981 Agreement; i.e., effective January 1, 1983, the "recognized holidays" in the second paragraph of Article 3 of the Vacation Agreement, as amended October 7, 1971, will include: New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas, and New Year's Eve.

### Section 3

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

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

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

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

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



**Section 4**

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 to the affected employee.

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

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

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

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

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

(From Article 1-Vacations, Section 4, 8-21-54 Agreement)

**Section 5**

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

(From Section 6, 12-1941 Agreement)

**Section 6**

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.

#### ATTACHMENT 4

- (b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.
- (c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.
- (d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
- (e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

(From Section 7, 12-17-41 Agreement)

#### Section 7

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason, whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough, he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service, including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or, in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

(From Article IV-Vacations, Section 2, 8-19-60 Agreement)

#### Section 8

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

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

**Section 9**

- (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.
- (b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five percent of the workload 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.

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

**Section 10**

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

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

**Section 11**

- (a) Except as otherwise provided in this agreement, a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an 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 remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

#### ATTACHMENT 4

- (b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
- (c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year; if a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

(From Section 12, 12-17-41 Agreement)

#### Section 12

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

(From Section 13, 12-17-41 Agreement)

#### Section 13

Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carrier's Conference Committees signatory hereto, or their successors, and the employee members of which shall be the Chief Executives of the Fourteen Organizations or their representatives or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

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

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

**Section 14**

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

(From Article III-Vacations, Section 2, 10-7-71 Agreement)

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

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

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

MEMORANDUM OF AGREEMENT  
between  
SOUTHERN PACIFIC TRANSPORTATION COMPANY (PACIFIC LINES)  
and its employees  
represented by  
INTERNATIONAL ASSOCIATION OF MACHINISTS

SC GEN 2-55-1

The parties hereby agree and recognize that joint cooperative efforts are required to provide an effective apprenticeship program that will produce competent, skilled journeymen. Also, in the conduct of such a program the Organization's Local Chairmen and local Management representatives will cooperate in assigning apprentices in line with training schedule as conditions will permit.

Therefore, it is further agreed by and between the parties hereto that our apprenticeship program be modernized by revising the Motive Power and Car Departments' Agreement effective April 16, 1942 (reprinted April 19, 1957, including revisions), hereinafter referred to as the current agreement, as follows:

- A. Delete Rule 42 of the current agreement in its entirety and substitute the following therefor:
- (a) The selection of apprentices shall be made without regard to race, creed, color, sex or natural origin and shall be on the basis of experience and ability to learn. The applicants must be able to speak, read and write the English language, understand at least the first four rules of arithmetic and pass a mechanical aptitude test.
  - (b) Apprentices shall undergo training for a period of a total of 732 work days (six (6) periods of 122 work days). The first 30 days of training may consist of general orientation and academic training without performing work of any other craft; the remainder of the training shall be concentrated in the activities of the machinist craft. This concentrated training period shall be in conformity with training schedule designed to most effectively meet training needs and as set forth in Rule 59, as revised hereby, and subject to future adjustment.
  - (c) Days on which any apprentice performs two or more hours' service shall be counted as creditable days toward the completion of his training period.
- B. Delete Rule 43(a), (b), (c), (d), (e), (f), (g), (h), (i), (j), and (k) of the current agreement and substitute the following:
- (a) The following certificate shall be furnished to all apprentices upon completion of apprenticeship:

CERTIFICATE OF APPRENTICESHIP

\_\_\_\_\_  
This will certify that on \_\_\_\_\_, 19\_\_\_\_,  
\_\_\_\_\_ completed the course of apprenticeship  
specified above and is entitled to the rates of pay and conditions of  
service of \_\_\_\_\_.

\_\_\_\_\_  
Title of Officer in Charge

- (b) Apprentices will not be placed in training at points where there are not adequate facilities for learning the trade.
- (c) The ratio of apprentices to machinists shall depend upon conditions at each point, such as need for machinists, impending attrition rate, available training facilities, etc., provided the ratio of apprentices does not exceed 1 apprentice to 6 machinists at any seniority point.
- (d) The work day of apprentices shall be the hours recognized as the day shift at the point being trained; however, in the last two service periods of 122 days, each apprentice may be allowed to work on night shifts.
- (e) The work week of apprentices shall be Monday through Friday exclusive of holidays with rest days of Saturday and Sunday.
- (f) Two apprentices will not be required to work as partners; however, more than one apprentice may be permitted to work with a machinist at the same time with respect to specialized jobs for training purposes only.
- (g) An apprentice shall be allowed to work with tools, including welding apparatus, as training conditions dictate.
- (h) If within the first service period of 122 days an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.
- (i) When available, training pertinent to the machinist craft work may be acquired off the job in the general area of where the apprentice usually works, particularly when such does not necessitate a change of residence.

## ATTACHMENT 5

- (j) An apprentice may request to be exchanged with an apprentice at another point or locomotive maintenance plant in order to expand training opportunity provided the apprentice's request for such an exchange has the concurrence of appropriate Company representatives.

- C. Delete Rule 59 of the current agreement in its entirety and substitute the following therefor:

Machinist apprentices shall undergo training for a period of not more than 3 years (a total of 732 work days), during which their training will follow the schedule set forth below as closely as conditions will permit:

	<u>Work Days</u>
1. General Orientation and academic training pertaining to all classifications of work in the Mechanical Department.	30
2. Overhaul and repair hand tools, pneumatic tools, and perform tool grinding as well as other machinist's work on electrically operated tools.	30
3. Operation of machine tools such as drill presses, milling machines, turret lathes, engine lathes, brass and bushing lathes, boring mill, journal, axle and burnishing lathes, wheel lathes.	150
4. Air room and bench work ordinarily recognized as work of machinists, including testing, inspecting, repairing or assembling locomotive engine components, equipment, pumps, compressors and bearings.	150
5. Recognized machinist work related to locomotive inspections, including Government and Company safety regulations and maintenance standards. Also engine repair and overhaul, including removal, inspection and installation of cylinder heads, gears, pistons, liners, connecting rods, pumps, injectors, governors, turbo charges and other engine accessories. Also inspection and repair, testing, removal, application and adjustment of running gear, brake rigging, air brake equipment and appurtenances thereof.	312
6. Work related to various welding processes and theoretical training in connection therewith.	60

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732



**D. Completion of Apprenticeship and Seniority**

- (a) Following the satisfactory completion of the reduced apprenticeship training program provided for by Section A(b) of this Memorandum of Agreement, an apprentice will be certified as a journeyman machinist and shall be given a seniority date at his point of employment retroactive 732 work days from the date he completed his apprenticeship.
- (b) Any apprentice who has started his apprenticeship training before the effective date of this Memorandum of Agreement shall have the remainder of his training changed to conform as nearly as practicable to this Memorandum of Agreement, and the over-all length of his training shall not exceed the time specified in Section A(b) if it has not already done so. Any apprentices who are so accelerated and have or will attain the requisite number of days training specified herein prior to or following the effective date of this Memorandum of Agreement, will be accorded a seniority date as a journeyman machinist in accordance with the provisions of Section D(a), but in no event will such seniority date be prior to the effective date of this Memorandum of Agreement. Such apprentices will, however, be accorded a seniority date on the seniority roster in the order of their relative standing in the training program determined by the number of days completed. Seniority date will reflect time lost from this training program in military service.
- (c) Under no circumstances will an apprentice receive a retroactive seniority date as a machinist earlier than the date employed at his point of employment unless employment at such point is due to a transfer of work provided for in agreements covering such transactions.

**E. Rates of Pay**

- (a) Rule 120 of the current agreement will be modified to provide that on the effective date of this agreement the basic hourly rates of pay applicable to machinist apprentices will be established as follows:

1st Training Period of 122 days	\$ 5.31
2nd Training Period of 122 days	5.34
3rd Training Period of 122 days	5.39
4th Training Period of 122 days	5.43
5th Training Period of 122 days	5.57
6th Training Period of 122 days	5.72

**ATTACHMENT 5**

- F. This Memorandum of Agreement is in full settlement of all pending proposals emanating from the Organization's Notice of May 18, 1976 and the Carrier's Notice of June 17, 1976, and shall become effective March 1, 1977.

Signed at San Francisco, California, this 16th day of February, 1977.

FOR THE EMPLOYEES:

FOR SOUTHERN PACIFIC TRANSPORTATION  
COMPANY (PACIFIC LINES):

[Signed] E. B. Kostakis

[Signed] L. W. Sloan

General Chairman  
International Association of Machinists

Assistant Vice President  
Labor Relations

February 16, 1977

Mr. E. B. Kostakis, General Chairman  
International Association of Machinists  
and Aerospace Workers  
2740 Fulton Avenue, Suite 104  
Sacramento, California 95821

SC GEN 2-55-1

Dear Sir:

This will confirm understanding reached during our discussion about Memorandum of Agreement dated this date modernizing and revising the apprenticeship program for machinists that the reference to "special jobs" in Section B(f) in said Memorandum of Agreement includes the following:

1. Reconditioning air brake equipment.
2. Roller bearing overhaul.
3. Unit fuel injector overhaul (pumps and nozzle).
4. Diesel engine governor overhaul.
5. Load test diesel locomotive.
6. Wheel mounting press.
7. Hegenscheidt Wheel Tread Lathe.

Yours truly,

[Signed] W. E. Catlin

CONCUR:

[Signed] E. B. Kostakis  
General Chairman  
INTERNATIONAL ASSOCIATION OF MACHINISTS

**NATIONAL RAILWAY LABOR CONFERENCE**

1901 L Street NW Washington DC 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R. T. Kelly  
Director of Labor Relations

July 31, 1992  
015

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

Dear Mr. Peterpaul:

This refers to Article VII, Skill Differentials, of the Agreement of this date. This is to confirm our understanding regarding certain of the terms used therein:

Classroom Instructor - A machinist designated by carrier to provide classroom instruction;

EMD Turbocharger Room Work - Rebuilding of EMD turbochargers in the designated rebuilding area for turbochargers;

Traveling Roadway Machinists - Machinists that regularly perform maintenance of way field service; does not include any machinist in such service assigned in shops;

Precision Machine Operators - Operators on precision machines such as the following: wheel truing machines, treadmills, axle lathes, wheel boring mills, engine line boring, traction motor line boring, wheel mounting press, engine lathe. This category does not include machines such as grinders, drill presses, punches, shears, threaders, saws, honing, and the like, hand-held tools or portable machines;

Governor Room Work - Assemble and test mechanical engine governor in the governor room;

Air Room Work - Assemble and test air brake valves in the air room;

ATTACHMENT 6

- 2 -

Engine Rebuild - Build-up of locomotive diesel engine (out of locomotive car body);

Alignment of the following - Main generators/alternators, Air Compressors (mechanical drive), Auxiliary generators, Fan Drives/Equipment Blowers (mechanical drive);

Gear Trains - Build-up locomotive gear trains.

The parties agree that this letter is limited solely to implementation of Article VII - Skill Differentials of this Agreement and that it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

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

Very truly yours,

C. I. Hopkins, Jr.

I agree:

\_\_\_\_\_

**NATIONAL RAILWAY LABOR CONFERENCE**

1901 L Street NW Washington DC 20036/area code 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

G. F. DANIELS  
Vice Chairman

R. T. Kelly  
Director of Labor Relations

July 31, 1992  
016

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

Dear Mr. Peterpaul:

This refers to Article VII, Skill Differentials, of the Agreement of this date and will confirm our understanding that its implementation is not intended to disrupt carrier operations or unnecessarily increase costs. In furtherance of that mutual intent the parties agree that:

1. Implementation of this Article will not require rebulletining of any existing position.

2. Application of differentials under this Article to non-full time assignments in which a differential is paid will not, in and of itself, require the establishment or advertisement of any position.

3. Employees seeking to qualify and train for work subject to a differential under this Article will qualify and train on own time for such work. Employees will be given reasonable cooperation from their supervisors to do so.

4. An employee bidding on an assignment subject to a differential under this Article must be qualified, or demonstrate qualifications to carrier on own time, for such assignment before expiration of bid period.

5. Prior to displacing onto a position subject to a differential under this Article, an employee must be qualified, or demonstrate qualifications to carrier on own time. This includes an employee returning from leave of absence, vacation, illness, etc. and seeking to displace onto a position that was bulletined during the employee's absence.

**ATTACHMENT 6**

- 2 -

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

Very truly yours,

C. I. Hopkins, Jr.

I agree:

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**ATTACHMENT 6**

**NATIONAL RAILWAY LABOR CONFERENCE**

1901 L Street NW Washington DC 20036/AREA CODE 202-862-7200

CHARLES I. HOPKINS, Jr.  
Chairman

D. P. LEE  
Vice Chairman and  
General Counsel

R. T. Kelly  
Director of Labor Relations

G. F. DANIELS  
Vice Chairman

July 31, 1992  
017

Mr. J. F. Peterpaul  
General Vice President  
International Association  
of Machinists & Aerospace Workers  
1300 Connecticut Avenue, N.W., Suite 200  
Washington, D.C. 20036

Dear Mr. Peterpaul:

This refers to our discussions with respect to Article VII - Skill Differentials. During our discussion it was understood that sufficiently before January 1, 1993 the local IAM representative and appropriate carrier will jointly review the application of Article VII as to that particular property.

If, at any time a local IAM representative believes that there should be adjustments in the application of the differentials, he may contact the appropriate carrier officer and advise him of this matter and any information that supports his position. A carrier designee will schedule the matter for conference with the IAM representative. The parties will be free to make any adjustments that they jointly deem appropriate.

If the local question concerning the applicability of a skill differential to a position is not resolved between the local IAM representative and appropriate carrier officer the question will be referred to the General Chairman and chief mechanical officer or their respective designees for resolution.

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

Very truly yours,

C. I. Hopkins, Jr.

I agree:

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ARTICLE III - RATE PROGRESSION

Article XI of the December 11, 1981 National Agreement and all other local rules governing rate progression or entry rates are eliminated and the following provisions are applicable.

Section 1 - Service First 60 Months

Machinist helpers, upgraded mechanics, apprentices and student mechanics entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first sixty (60) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 75% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(b) For the second twelve (12) calendar months of employment, such employees shall be paid 80% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(c) For the third twelve (12) calendar months of employment, such employees shall be paid 85% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(d) For the fourth twelve (12) calendar months of employment, such employees shall be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(e) For the fifth twelve (12) calendar months of employment, such employees shall be paid 95% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

(f) Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension, or dismissal shall not count toward completion of the sixty (60) month period.

(g) During any portion of the sixty (60) month period of employment in which any employee serves as an upgraded mechanic he shall be paid at the appropriate percentage of the applicable mechanic rate.

Section 2

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE IV - INTERMODAL SERVICE WORKERS

Section 1 - Coverage

With respect to intermodal services, this Article shall be applicable to employees whose positions are engaged primarily in the inspection, repair and maintenance of equipment used to transfer containers, trailers and vehicles between rail and highway transportation modes at carriers intermodal facilities.

Section 2 - Rates of Pay

(a) For positions described in Section 1 above, the full rate of pay for employees who establish seniority after the date of this Agreement shall be 75% of the rate in effect as of November 30, 1985 and shall be subject to Article III, Rate Progression.

(b) If such a position is filled by an employee with less than 6 years of service and who has been furloughed for more than one year as of the date of this Agreement, other than an employee subject to a protective agreement or arrangement, such employee shall be compensated at the rate of 75% of the full rate of the position as of November 30, 1985 and, where applicable, shall also be subject to Article XI, Entry Rates, of the Agreement of December 11, 1981 or local rules governing entry rates.

(c) For apprentices and student mechanics falling within the purview of paragraphs (a) or (b) of this Section, the incremental rate of pay shall be 75% of the applicable incremental rate in effect as of November 30, 1985.

**ATTACHMENT 8**

013-26(3)

**INTERPRETATION NO. 1  
TO  
RULE 3 (a)  
OF THE  
MOTIVE POWER AND CAR DEPARTMENTS  
AGREEMENT  
BETWEEN  
SOUTHERN PACIFIC CO. (Pacific Lines) AND  
SYSTEM FEDERATION NO. 114  
EFFECTIVE APRIL 16, 1942**

Paragraph (a) of Rule 3 reads in part as follows:

....."where three shifts are employed, the meal period shall be twenty minutes without loss of time."

It is agreed the above quoted part of paragraph (a) of Rule 3 will also apply as follows. To-wit:

- (a) When employees who are regularly assigned in the Locomotive shops (including drop pit), Car Shops and on Repair tracks are required to perform work in roundhouses or train yards where three shifts are employed to augment the regular forces in roundhouses and train yards, they will be allowed the twenty minute lunch period without loss of time only under the condition when sent to roundhouses or train yards at start of their shift and/or before their regular lunch period.
- (b) It is further agreed that employees as under (a) shall perform seven hours and forty-minutes work within a spread of eight hours from the start of their shift before going off duty.

Dated at San Francisco, April 17, 1942.

**FOR THE COMPANY: FOR THE EMPLOYES:**

(Signed)

**GEO. McCORMICK**

Gen. Supt. Motive Power

(Signed)

**E. B. ASHBROOK**

President,  
System Federation No. 114

(Signed)

**FRED RIEHL**

Sec.-Treas.  
System Federation No. 114

**ATTACHMENT 9**

San Francisco, Calif.

June 23, 1942

Mr. George McCormick  
Gen'l Supt. of Motive Power  
Southern Pacific Co. (PL)  
65 Market Street  
San Francisco, California

Subject: Jurisdiction applying and removing  
draw bar pin bushings between engine and  
tender.

Dear Sir:

It has been agreed between the undersigned that  
applying and removing of draw bar pin bushings  
between engine and tender is the work of machinists  
and, therefore, request that in accordance with the  
provisions of Memorandum "A" supplementary to  
the MP&C Dept. Agreement, effective April 16, 1942,  
the understanding hereby arrived at will be placed  
into operation in all shops throughout the Southern  
Pacific Company (Pacific Lines).

Yours truly,

(Signed) FRED RIEHL

General Chairman,  
Joint Protective Board  
Brotherhood Railway Carmen

(Signed) C. J. BORN

General Chairman, District 89  
International Association of Machinists  
System Federation No. 114  
(Placed in effect July 28, 1942)

**ATTACHMENT 10**

013-26

July 10, 1942.

Mr. E. O. Hawes, Sec.-Treas.,  
System Federation No. 114 (A.F.L.),  
915 Pacific Building,  
San Francisco, California.

Dear Sir:

Referring to former Sec.-Treasurer F. Riehl's letter of June 16, 1942, in connection with verbal understanding we agreed upon concerning employees acting as Company witnesses in hearings and investigations during negotiations of the M.P. & C. Depts. Agreement revised, effective April 16, 1942.

This is to advise that when employees coming within the scope of the M.P. & C. Depts. Agreement, effective April 16, 1942, are acting as Company witnesses in hearings or investigations, outside of their regular hours of assignment, they shall be compensated in accordance with past practice.

Yours truly,

(Signed) GEO. McCORMICK

Gen. Supt. of Motive Power  
Southern Pacific Company  
(Pacific Lines)

**ATTACHMENT 11**

San Francisco Calif.  
September 8, 1942

Mr. B. M. Brown  
General Supt. Motive Power  
Southern Pacific Co., (Pacific Lines)  
65 Market St.,  
San Francisco, Calif.

Dear Sir:

The decisions attached hereto governing the fabrication of locomotive driving boxes, engine guide yokes, car and tender truck male center bearings and building up of various parts of locomotives with hard metal known by the trade name of Studite, have been jointly rendered by the International Association of Machinists and the International Brotherhood of Blacksmiths, Drop Forgers and Helpers under the provisions of the Agreement entered into between the organizations comprising the Railway Employees' Department (excepting the Brotherhood of Electrical Workers) known as the Agreement for the Settlement of Jurisdictional Disputes on all railroads effective February 15th, 1940.

In accordance with the provisions of Memorandum of Agreement "A" supplementary to the MP&C Department Agreement effective April 16th, 1942, we respectfully request that the decisions herein referred to be placed into effect.

Yours truly,

(Signed)

E. B. ASHBROOK

President  
System Federation No. 114

(Signed)

E. O. HAWES

Sec.-Treas.  
System Federation No. 114

(Placed in effect Sept. 19, 1942)

San Francisco, Calif.  
September 3, 1942

Mr. B. M. Brown,  
Gen'l Supt. Motive Power  
Southern Pacific Co., (Pacific Lines)  
65 Market Street  
San Francisco, Calif.

Subject: Craft Jurisdiction over the performance of work on the following items.  
Fabrication: Locomotive Driving Boxes, Engine Guide Yokes, Car and Tender Truck, Male Center Bearings, Building up various parts of locomotives with Studite Metal.

Dear Sir:

Please be advised that the undersigned have agreed to the craft jurisdiction covering the performance of work on the above items as follows:

1. Claim: Fabricating of locomotive driving boxes.

Decision: The use of the cast steel driving box on the Southern Pacific property is now being changed to fabricated steel driving box. This box is now composed of three pieces which are forged in the blacksmith shop and after the three pieces have been forged to the appropriate size they are machine faced and then returned to the welding shop and the three pieces are then welded together by the autogenous process. This is distinctly a job of welding and in accordance with the Wilson Award of welding on same is blacksmiths' work and any and all machining on same is machinists' work.

2. Claim: The fabricating of locomotive guide yokes.

Decision: These guide yokes are forged in the blacksmith shops by the blacksmiths and are then taken to the welding shop and united by autogenous welding. In accordance with the Wilson Award welding of this character is blacksmiths' work so therefore our decision is that the autogenous welding of these three forgings which are welded to complete the guide yoke is blacksmiths' work.

3. Claim: The fabricating of car and tender truck male center bearings.

Decision: The making of the car and tender truck male center bearings, which formerly were a cast steel casting and now are made from a drop forged male center bearing which is forged by the blacksmith, and the same center bearing fits into a female center bearing which is also drop forged, and they are welded to a flat plate to be cut out of steel, proper size, the fabricating of such bearings is blacksmiths' work in accordance with the Wilson Award of awarding all welding to blacksmiths.

4. Claim: The applying of hard or wearing surfaces on all locomotives, on machine parts or on any other parts, or tools manufactured from iron, forged or cast steel, to which is applied a hard wearing surface with the autogenous welding process.

Decision: The question of building up various parts of locomotives, valve motion links, link blocks, and the side of guide bars, with an exceptionally hard metal known by the trade name of (Studite) is recognized as machinists' work when such building up on parts or work is recognized as coming within the category of machinists' work and such building up will be performed by the machinists.

We respectfully request that you arrange to place the above into effect at all points throughout the system at an early date, in the meantime, if you deem it necessary to indulge in conference in connection therewith, we will hold ourselves in readiness for such purpose at such time, date and place which you may designate.

Yours truly,

(Signed)  
C. J. BORN  
General Chairman  
I. A. of M.

(Signed)  
O. B. DAILEY  
General Chairman  
I. B. of E., D. F. & H.  
System Federation No. 114

(Placed in effect September 19, 1942)

**MEMORANDUM OF AGREEMENT**

**Superseding  
Memorandum of Agreement  
Dated January 5, 1944**

**Completion of Apprenticeship and Establishing Seniority Dates as Mechanics by Regular and Helper Apprentices on Discharge From Active Service in Armed Service of the United States.**

In consideration of and upon meeting the requirements of the Selective Service and Training Act of 1940, the Joint Resolution of Congress approved August 27, 1940, the Service Extension Act of 1941, or Public Law 87-78th Congress, approved June 23, 1943, it is hereby agreed that employees from the classification of regular and helper apprentices who have been or who are discharged from the Armed services of the United States shall be entitled to the following in the order indicated below:

1. If inducted into the services of the United States prior to the date of this Memorandum of Agreement, will be returned to the classification of helper apprentice. If inducted into the service of the United States subsequent to the date of this Memorandum of Agreement, will be returned to service with this company in accordance with the applicable agreement rules, including understandings and interpretations in effect at time of return to service with this company.
2. If previously promoted from the classification of helpers under Memorandum of Agreement dated April 2, 1943 on Promotion of Helpers and Regular Apprentices to Helper Apprentices, employees referred to herein will be allowed to retain their seniority as helpers in the classification from which promoted while they are assigned as helper apprentices, or while they are advanced from helper apprentices to mechanics in accordance with Memorandum of Agreement dated May 1, 1946 on advancing apprentices and helpers to mechanics.
3. Upon completing the number of service days or service years remaining to be worked to conclude their apprenticeship at time of entry into service of the United States, as referred to herein, either as helper apprentices or while

upgraded to mechanics classification, employees covered by this Memorandum of Agreement will be allowed the mechanic's seniority date they would have established if they had remained in the service of this company as apprentices, and will be placed on the respective mechanics' seniority roster accordingly.

4. It is understood no penalty will be incurred by the company as a result of placing the foregoing understanding in effect.

This Memorandum of Agreement may be revised, amended or terminated by fifteen (15) days written notice when served by either party signatory hereto upon the other.

Dated San Francisco, California, September 16, 1946.

**FOR  
SOUTHERN PACIFIC  
COMPANY  
(Pacific Lines)**

(Signed)

**B. M. Brown**  
Gen. Supt. Motive Power

**FOR THE EMPLOYEES:**

(Signed)  
**C. J. BORN**

General Chairman,  
International Association of Machinists

(Signed)  
**E. B. ASHBROOK**

General Chairman,  
International Brotherhood of  
Boilermakers, Iron Ship Builders  
and Helpers of America

(Signed) **C. O. DAVIS**

General Chairman,  
International Brotherhood of  
Blacksmiths, Drop Forgers  
and Helpers

(Signed) **W. F. BLYTHE**

General Chairman,  
Sheet Metal Workers'  
International Association

(Signed) **D. T. JOHNSTONE**

General Chairman,  
International Brotherhood of  
Electrical Workers

(Signed) **G. M. WEBSTER**

General Chairman,  
Brotherhood Railway Carmen  
of America

(Agreement continued in effect, see Item 8, Letter May 12, 1952, S. C. GEN 1-36).



San Francisco, California  
July 31, 1947

Mr. E. M. Brown  
General Superintendent of Motive Power  
Southern Pacific Company (Pacific Lines)  
65 Market Street  
San Francisco 5, California

Subject: Jurisdiction—Filling Locomotive  
Flange Oilers.

Dear Sir:

It has come to our attention that Laborers are filling locomotive driving wheel flange oilers at the Taylor Roundhouse at Los Angeles, while Machinist Helpers are being used for such purpose at the Alhambra Roundhouse.

Rule 58, Section 1, of the M. P. & C. Departments Agreement, reads in part, as follows:

"Helpers' work shall consist of \* \* \* \* machinery oiling, locomotive oiling, rod cup filling and pressure greasing, \* \* \* \*." (Emphasis ours).

The undersigned are in agreement that the filling of locomotive driving wheel flange oilers is Machinist Helpers' work and, therefore, respectfully request that you arrange to notify your Local Management at all points throughout the System that such work be confined to Machinist Helpers, and kindly furnish each of us with a copy of such notice.

Yours truly,

(Signed)

JOHN KINCAID

General Chairman,  
International Brotherhood of  
Firemen, Oilers, Helpers,  
Roundhouse and Railway Shop  
Laborers

(Signed)

C. J. BORN

General Chairman,  
District Lodge No. 89  
International Association of Machinists  
System Federation No. 114

013-26-33  
x013-261  
x013-27

October 7, 1947

Mr. C. J. Born, General Chairman  
International Association of Machinists  
842 Pacific Building  
San Francisco 3, California

Mr. John Kincaid, General Chairman  
International Brotherhood of Firemen, Oilers,  
Helpers, Roundhouse & Railway Shop Laborers  
1031 - 5th Street  
Oakland, California

Gentlemen:

Following my joint letter dated August 14, 1947,  
above file, referring to your letter dated July 31 that  
read in part as follows:

"Rule 58, Section 1, of the M. P. & C. Departments  
Agreement, reads in part as follows:

'Helpers' work shall consist of \* \* \* \* machinery  
oiling, locomotive oiling, rod cup filling and pres-  
sure greasing, \* \* \* \*'

"The undersigned are in agreement that the fill-  
ing of locomotive driving wheel flange oilers is  
Machinist Helpers' work and, therefore, respect-  
fully request that you arrange to notify your local  
Management at all points throughout the System  
that such work be confined to Machinist Helpers,  
and kindly furnish each of us with a copy of such  
notice."

As advised in discussions held on the foregoing  
subject, am agreeable to having the work of filling  
flange oilers on locomotives performed by machinist  
helpers at points and on shifts where machinist  
helpers are employed, except that, in accordance with  
understanding arrived at in our discussions, at loca-  
tions including isolated points where only a few indi-  
viduals of various classifications are regularly  
assigned, in view of the insignificant amount of such  
duties performed, the present practice of using the  
classifications of employees available on specific shifts  
as such locations will be continued.

Also, the above understanding will be considered  
as constituting notice referred to in last paragraph  
of your letter of July 31 and will be furnished to all  
concerned.

Yours truly,

(Signed)

B. M. BROWN

Gen. Supt. of Motive Power  
Southern Pacific Company  
(Pacific Lines)

Chicago, Illinois  
May 21, 1951

**MACHINISTS vs. SHEET METAL WORKERS  
SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES)**

Docket No. 420

Award No. 420

Mr. A. J. Hayes, International President  
I. A. of M.  
Machinists' Building  
Washington 1, D. C.

Mr. James M. Burns, General Vice-President  
S. M. W. I. A.  
642 Transportation Building  
Washington 6, D. C.

**Claim:** Building up hub face of locomotive driving boxes, engine truck and trailer boxes.

**Decision:** The building up of hub faces on driving boxes, engine truck and trailer boxes by the welding process with Airco lead bronze metal is sheet metal workers' work as they previously poured same with babbit prior to the introduction of the present process.

The welding of screen or any other type anchor to the box face is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft; and further, this understanding is to apply only on this railroad and not to be considered or used as a precedent affecting any other railroad.

Respectfully submitted

FOR  
INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS

FOR SHEET METAL  
WORKERS  
INTERNATIONAL  
ASSOCIATION

(Signed)  
C. D. BRUNS

(Signed)  
EDWARD W. WIESNER

**ATTACHMENT 17**

San Francisco, Calif.  
June 18th, 1951

Mr. A. P. Brown,  
Assistant Manager of Personnel  
Southern Pacific Co., (Pacific Lines)  
65 Market St.,  
San Francisco, Calif.

Dear Sir:

In compliance with the provisions of the agreement for the settlement of jurisdictional disputes effective February 15th, 1940, Railway Employees' Department, System Federation No. 114 in Board meeting June 18th, 1951, has agreed to and is desirous of having the attached agreement for the—'Settlement of Airco Metal to be applied to the Hub Faces of Driving Boxes, Truck Boxes and Trailer Boxes' placed into effect on the Southern Pacific Railroad. This agreement as is noted, is between the Machinists' and the Sheet Metal Workers' Crafts, indicated as Docket No. 420, Award No. 420.

System Federation No. 114 is desirous of having this agreement placed into effect on the Southern Pacific Railroad and the question either be handled by correspondence or conference. Will you please advise of your position?

Yours truly,

(Signed)  
J. G. BLACK  
General Chairman,  
Machinists

(Signed)  
W. F. BLYTHE  
General Chairman,  
Sheet Metal Workers

(Signed)  
FRANK G. LUETHY  
General Chairman,  
Boilermakers

(Signed)  
DENVER T. JOHNSTONE  
General Chairman,  
Electrical Workers

(Signed)  
C. O. DAVIS  
General Chairman,  
Blacksmiths

(Signed)  
WAYNE E. WISE  
General Chairman,  
Carmen

(Signed) HAROLD D. BRANTING  
General Chairman,  
Firemen and Oilers

**SC GEN 1-52**

**September 14, 1951**

**Mr. W. F. Blythe, President  
Mr. C. O. Davis, Secretary-Treasurer  
System Federation No. 114, Railway Employees'  
Department, American Federation of Labor  
Pacific Building, Room 915  
San Francisco 3, California**

**Gentlemen:**

Referring to my letter of August 14th, concerning proposal dated June 18th signed by General Chairmen, System Federation No. 114 (AFL), in connection with conference requested for settlement of jurisdiction between the Machinists' and Sheet Metal Workers' crafts involving the application of Airco lead bronze metal to hub faces of locomotive driving boxes, engine truck boxes and trailer boxes:

In conference held September 18th it was understood that the application of Airco or other similar type wearing bearing metal to locomotive driving boxes, engine truck boxes, trailer boxes and dovetails by welding, including melting off old metal, cleaning and heating of boxes, applying bonding, tack welding metal forms or applying mud or asbestos preparatory thereto, will be performed by employees of the Sheet Metal Workers' craft. The building up of boxes to size by welding with cast iron or cast steel welding rod, including the application of screen or other type of anchor will be performed by employees of the Machinists' craft.

It was further understood in conference September 18th that the foregoing involves only the Machinists' and Sheet Metal Workers' crafts, and does not affect present methods or work not mentioned which may be performed by either craft or other classes of employees and instructions will be issued to place such understanding in effect promptly.

**Yours truly,**

**(Signed) A. P. BROWN**

**Assistant Manager of Personnel  
Southern Pacific Co. (Pacific Lines)**

SC GEN 1-43

July 18, 1952

Mr. W. F. Blythe, President  
System Federation No. 114  
Railway Employees' Dept., A. F. of L.  
Pacific Building, Room 915  
San Francisco 3, California

Dear Sir:

Referring to conference held July 9, 1952, and previous conferences and correspondence concerning proposals for settlement, under the provisions of Memorandum "A" of the current Motive Power and Car Departments Agreement, of certain jurisdictional disputes between the Machinists' and Blacksmiths' crafts, in accordance with awards identified as No. 557 to No. 564, inclusive, and decisions and interpretations thereon:

It was agreed in conference held July 9th that the above mentioned awards, decisions, and interpretations thereon would be placed in effect by management at locations where the specific work is now being performed by employees of the Machinists' and Blacksmiths' crafts, and that no other items of work or equipment are to be affected by such action.

In event employees of either the Machinists' or Blacksmiths' craft are not available or are not qualified to perform the work in question when the above mentioned decisions and interpretations are placed in effect, it is understood that when such employees become available and qualified in either the Machinists' or Blacksmiths' craft, the work involved will be allocated in accordance with the foregoing between the Machinists' and Blacksmiths' crafts at such time.

It was further agreed in the conference that in event of dispute with respect to the work in question following allocation by local management in the application of the decisions and interpretations of the above mentioned awards, no alleged grievances will be presented; in lieu thereof, the local chairmen of the Machinists' and Blacksmiths' crafts will submit the matter to their respective general chairmen for determination of a reasonable understanding with the undersigned on the specific work in dispute, following which the understanding agreed upon will be placed in effect for allocating the specific work in question.

The foregoing understanding will be placed in effect promptly subsequent to your acceptance of this letter with your signature affixed in the space provided.

Yours truly,

(Signed) A. P. BROWN  
Assistant Manager of Personnel  
Southern Pacific Company  
(Pacific Line)

CONCUR:

(Signed)

W F. BLYTHE

President  
System Federation No. 114  
Railway Employees' Dept.,  
A. F. of L.

**Award No. 557—Decision:** The welding of locomotive cylinder saddles, steam chambers, wings or cylinder casting is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

**Interpretation of Award No. 557:** The subject matter of this award specifically refers to the welding of cylinder saddles, cylinder saddle steam chambers and wings to cylinder castings.

It was the intent of this award to give the welding on locomotive cylinder saddles, steam chambers, wings or cylinder castings to the machinists.

It was further intended that in cases where the cylinder casting would be welded to the frame where it was formerly fastened by frame bolts it would be machinists' work.

We cannot agree that the intent of this award was to cover any part of the engine frame, eighteen to twenty inches from the saddle, since that would be welding in connection with the frame.

**Award No. 558—Decision:** The welding of broken engine frames is blacksmiths' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

**Interpretation of Award No. 558:** The decision in this award specifically refers to the welding of broken engine frames as being blacksmiths' work.

The decision gives the welding of broken engine frames to the blacksmiths. It does not mention any particular type of welding rods, because it would be blacksmiths' work to weld broken frames regardless of the type of rod that is used in connection with such welding.

**Note:** The reference to broken engine frames means only when frames are broken-in-two or require cutting-in-two.

**Award No. 559—Decision:** The welding of cracked or broken engine truck frames is blacksmiths' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

**Interpretation of Award No. 559:** Decision in Award No. 559 was made upon the claim on engine truck frames of steam locomotives.

Therefore, Award No. 559 applies to engine truck frames of steam locomotives.

**Award No. 560—Decision:** The building up of dipper teeth with studite is blacksmiths' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and is not to be construed as affecting the rights or jurisdiction of any other craft.

**Award No. 561—Decision:** The building up of swivel joints of compound engines with studite is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

**Award No. 562—Decision:** The welding of the engine truck and engine trailer safety guide to the binder is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

**Award No. 563—Decision:** The plugging of holes in cast or forged steel engine guide yokes and cross braces is blacksmiths' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

**Interpretation of Award No. 563:** The decision in this case specifically refers to the plugging of the cast or forged steel guide yokes and the cross braces that said guide yokes are a part of and are attached thereto and does not apply to any other cross braces.

**Award No. 564—Decision:** The welding of plates on and the building up of chafing irons between the engine and tender is machinists' work.

This understanding is intended only to settle above jurisdictional dispute between the two organizations parties to such dispute and the settlement thereof, and is not to be construed as affecting the rights or jurisdiction of any other craft.

**AGREEMENT**

This Agreement made this 4th day of February, 1953, by and between Southern Pacific Company (Pacific Lines), and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

**IT IS AGREED—Section 1.**—In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the carriers now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement, and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

**Section 2.**—This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

**Section 3.**—(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their

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

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

(c) Employees who retain seniority under the rules and working conditions agreements governing their class or craft and who, for reasons other than those specified in sub-sections (a) and (b) of this section, are not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said rules and working conditions agreements they shall, as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

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

**Section 4.**—Nothing in this agreement shall require an employee to become or to remain a member of the



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

Section 5—(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until it is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefor claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor.

Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and parti-

cipate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the carrier and the organization agree otherwise in writing.

(b) The carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

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

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered Mail, Return Receipt Requested, directly to the highest officer of the carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment, until the decision on appeal is rendered. The carrier shall promptly notify the other party in writing of any such appeal, by Registered Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and

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

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the carrier, the organization and the employee.

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

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

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

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

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

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

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

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

Section 9—An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having

terminated his employee relationship for vacation purposes.

Section 10—(a) The carrier party to this agreement shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

Section 11—This agreement shall become effective on March 1, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of the carrier party hereto and those employees represented by each organization as heretofore stated. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at San Francisco, California, this 4th day of February, 1953.

(Signatures not herein reproduced).

## ATTACHMENT 21

### MEMORANDUM AGREEMENT

It is agreed that in the application of the Union Shop Agreement signed this date at San Francisco, California, that any employe in service on the date of this agreement who is not a member of the union representing his craft or class and will make affidavit he was a member of a bona fide and recognized religious group, on the date of this agreement, having scruples against joining a union, will, if he would otherwise be required to join a union under the Union Shop Agreement, be deemed to have met the requirements of the Union Shop Agreement if he agrees to and does pay initiation fees, periodic dues and assessments to the organization representing his craft or class signatory hereto.

Signed at San Francisco, California this 4th day of February, 1953.

(Signatures not herein reproduced).

### MEMORANDUM OF AGREEMENT

The Agreement of February 4, 1953 between Southern Pacific Company (Pacific Lines) and the employes thereof represented by the Railway Labor Organizations signatory thereto through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations (commonly known as the "Union Shop Agreement") is hereby amended as follows:

In Section 5 of said Agreement the phrase "Registered Mail" is amended to read "Registered or Certified Mail" wherever said phrase appears.

Signed at San Francisco, California this 22nd day of November, 1955.

(Signatures not herein reproduced).

SC GEN 88-24

March 8, 1954

Mr. W. F. Blythe, President  
System Federation No. 114  
Railway Employees' Department, (AFL)  
Pacific Building, Room 915  
San Francisco 3, California

Dear Sir:

Referring to conference held February 8th and previous discussions and correspondence concerning proposals submitted under the provisions of Memorandum "A", Motive Power and Car Departments Agreement, for disposing certain jurisdictional disputes between the machinists' and sheet metal workers' crafts in accordance with awards identified as Nos. 579 to 584, including decisions and interpretation thereon:

It was agreed in the conference held February 8th that, except as noted below, the above mentioned awards, decisions and interpretation would be placed in effect by management at locations where employees of both the machinists' and sheet metal workers' crafts are employed and employees of either or both crafts are performing all or a portion of the work covered by said awards.

In event employees of either the machinists' or sheet metal workers' craft are not available at specific locations when the above mentioned allocations between those crafts are placed in effect, the specific work involved will be allocated in accordance with the decisions agreed upon when employees of such crafts become available.

At small points where employees of the machinists' and sheet metal workers' crafts are not employed on all shifts and insignificant work is required on specific shifts, such as merely replacing filters, employees of either the machinists' or sheet metal workers' craft assigned to such shifts will perform such duties. It was understood that in the application of the foregoing the cleaning of filters now performed by helpers may continue to be performed by helpers of the craft indicated in the applicable awards.

It was further understood that no items of work other than those specified in the respective awards, decisions and interpretation are affected by the foregoing. No change is to be made with respect to the

work involved which is being performed by any other crafts. The transporting of material or equipment in question where performed at specific locations by any classifications of employees incidental to the performance of the work covered by said awards, is to be continued in accordance with past practice.

It was further agreed in the conference that in event of dispute with respect to the work in question following allocation by local management in the application of the decisions and interpretation of the above mentioned awards, no alleged grievances will be presented; in lieu thereof, the local chairmen of the machinists' and sheet metal workers' crafts will submit the matter to their respective general chairmen for determination of a reasonable understanding with the undersigned on the specific work in dispute, following which the understanding agreed upon will be placed in effect for allocating the specific work in question.

The foregoing understanding will be placed in effect promptly subsequent to your acceptance of this letter with your signature affixed in the space provided.

Yours truly,

(Signed)

E. P. AHERN

Assistant Manager of Personnel  
Southern Pacific Company  
(Pacific Lines)

CONCUR:

(Signed)

W. F. BLYTHE

President  
System Federation No. 114  
Railway Employees' Dept.  
(AFL)

**AWARD 579**

Nature of Jurisdictional Dispute 1—Removing, cleaning, repairing and installing air intake filters—diesel electric locomotives.

**DECISION**

The removing, installing and cleaning air intake filters on the blower and diesel engine itself is machinists' work.

The repairing of the sheet metal frames and mesh on the above filters is sheet metal workers' work.

**AWARD 580**

Nature of Jurisdictional Dispute 2—Cleaning repairing, removing and replacing of air compressor filters on diesel power units.

**DECISION**

The removing, replacing and cleaning of air compressor filters is machinists' work.

The repairing of the sheet metal frames and mesh on the above filters is sheet metal workers' work.

**AWARD 581**

Nature of Jurisdictional Dispute 3—Cleaning, repairing, removing and replacing of engine room filters on diesel power units.

**DECISION**

The removing, replacing, repairing and cleaning of the air filters that fit in the side body of the diesel locomotive is sheet metal workers' work.

**AWARD 582**

Nature of Jurisdictional Dispute 4—Removing, cleaning, packing, installing Michiana lube oil filters—diesel electric locomotives.

**DECISION**

The removing, installing, cleaning, packing and maintaining of Michiana lube oil filters is machinists' work.

The making and repairing of wire mesh and perforated metal contained therein and the connecting and disconnecting of pipes is sheet metal workers' work.

**AWARD 583-A**

Nature of Jurisdictional Dispute 5—Removing, installing, making and repairing belt guards and/or shields, diesel electric locomotives.

**DECISION**

The making and repairing of belt guards or shields made of sheet metal or screening in accordance with sheet metal workers' classification of work rule is sheet metal workers' work.

The removing and applying of guards or shields is sheet metal workers' work.

**AWARD 584**

Nature of Jurisdictional Dispute 6—Cleaning, removing, repairing and installing radiators, diesel electric locomotives.

**DECISION**

The removing and installing of assembled radiators (not including pipefitting in connection therewith) is machinists' work.

The repairing and assembling of radiators, including the application of gaskets and bolting of the sections together, including the cleaning of same in connection therewith and all pipefitting, hose connections is sheet metal workers' work.

Interpretation in connection with Award No. 584

The same procedure is used in removing and applying the cooling radiator by sections as that used in removing and applying them in an assembled unit.

The sheet metal workers will separate the sections; the machinists will remove and apply them.

**ATTACHMENT 23**

San Francisco, Calif.  
July 13, 1956

Mr. E. Cryslar,  
Assistant Manager of Personnel,  
Southern Pacific Co. (P.L.),  
65 Market St.,  
San Francisco 5, Calif.

**SUBJECT: Jurisdictional Dispute — Machinists  
vs. Sheet Metal Workers, Southern Pacific  
Railroad**

Dear Sir:

In accordance with the provisions of Memorandum "A", of the Motive Power and Car Departments Agreement, effective April 16, 1942, subsequently amended, it is our desire that conference be held at the earliest practicable date to arrange for placing into effect system wide the attached Memorandum of Agreement, re "Jurisdiction of Work, Machinists vs. Sheet Metal Workers".

(Signed)  
**J. G. BLACK**  
General Chairman,  
Machinists

Yours truly,  
(Signed)  
**W. F. BLYTHE**  
General Chairman,  
Sheet Metal Workers' International  
Association

System Federation No. 114

SC Gen 1-72

## MEMORANDUM OF AGREEMENT

between

SOUTHERN PACIFIC COMPANY  
(PACIFIC LINES)

and

its employees represented by  
SYSTEM FEDERATION NO. 114  
RAILWAY EMPLOYEES' DEPARTMENT  
AMERICAN FEDERATION OF LABOR  
Mechanical Section Thereof

## PREAMBLE

The following constitutes an agreement between the Southern Pacific Company (Pacific Lines) and System Federation No. 114, Railway Employees' Department, American Federation of Labor, Mechanical Section Thereof, covering the establishment of seniority as mechanics of helpers upgraded to mechanics whose service in that category has been or is interrupted by military service and who are reemployed with the Company pursuant to applicable legislation and who have completed or in the future complete the number of service days or service years of required experience while upgraded to mechanic classification to qualify for advancement to position of mechanic. The agreement is occasioned by and is an effort on the part of the Company and the Organizations to carry out the mandate of the Supreme Court of the United States in the case of Diehl v. Lehigh Valley Railroad (348 U.S. 960).

(1) In determining the seniority status as mechanics of helpers upgraded to mechanics who while upgraded have acquired or hereafter may acquire the required number of service days in accordance with applicable agreement provisions in effect at the time of return from military service, which will constitute four (4) years experience as specified in Rules 56, 61, 76, 84, 95 and 103 of the Motive Power and Car Departments Agreement effective April 16, 1942, and who have elected or elect to become a mechanic in accordance with:

(a) Memoranda of Agreement Advancing Apprentices and Helpers to Mechanics effective

April 16, 1942, April 16, 1943, May 1, 1946, September 1, 1949 and June 1, 1952, covering all employees represented by System Federation No. 114, Railway Employees' Department, American Federation of Labor, Mechanical Section Thereof,

(b) Agreement signed at New York, June 4, 1953, Article III of which covers upgrading of carmen helpers and apprentices, the reemployment provisions of the Selective Training and Service Act of 1940, the Service Extension Act of 1941, the Army Reserve and Retired Personnel Service Act of 1948, the Selective Service Act of 1948, the Selective Service Extension Act of 1950 and the Universal Military Training and Service Act, all as amended, shall, where applicable, be given effect as hereinafter provided:

(2) Every helper who has been or may be upgraded to mechanic under the provisions of the agreements referred to above, who has worked or shall work the required number of service days as indicated in Item (1) hereof as a mechanic and whose service in such category has been or is interrupted by military service for the United States of America which he satisfactorily completes, and who returns or has returned to the railroad after the completion of such service in accordance with the reemployment provisions of the applicable law, shall be given consideration for his military service in the manner and to the extent provided for in this agreement.

(3) Those who have previously completed, or who may in the future complete the number of service days or service years of required experience while upgraded to mechanic classification, will be allowed the mechanic's seniority date they would have established if their service as upgraded mechanic had not been interrupted by military service and will be placed on the respective mechanics' seniority roster accordingly.

(4) Any helper upgraded to mechanic, including helpers formerly upgraded, who having completed the requisite days of work as mechanic in an upgraded capacity as provided herein and who might have elected to establish seniority as mechanic but did not do so, and who would have received a better seniority or rank on mechanics' roster if he had been entitled to consideration for his military service in the manner provided for in this agreement shall be entitled to elect, within thirty (30) days after the effective



**MEMORANDUM OF AGREEMENT  
SOUTHERN PACIFIC COMPANY (P. L.)  
JURISDICTION OF WORK  
MACHINISTS vs. SHEET METAL WORKERS**

It is agreed and understood between the parties signatory hereto, all changing of oil on all diesel locomotives will be performed by the Machinists' Craft. When necessary to couple or uncouple pipes or hoses in connection therewith, the coupling or uncoupling of such hoses or pipes shall be done by the Sheet Metal Workers' Craft.

It is also agreed that breaking the seal and resealing shut-off valve in drain pipe, together with removing and replacing pipe plug in same, is sheet metal workers' work. The opening and closing of shut-off valves in connection with oil changing, and the operation of any pumps in connection therewith, is machinists' work.

It is further agreed that the mixing and application of any and all treatment to water cooling systems (such as rust inhibitors and other such treatment) used on all diesel electric locomotives is sheet metal workers' work. This to include taking water samples.

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

Effective July 16, 1956.

(Signed)

**J. G. BLACK**

General Chairman,  
I. A. of M.

Signed: July 16, 1956.

(Signed)

**W. F. BLYTHE**

General Chairman  
S. M. W. I. A.

System Federation No. 114

**ATTACHMENT 25**

San Francisco, Calif.  
July 24, 1956

Mr. E. Cryslar,  
Assistant Manager of Personnel,  
Southern Pacific Co. (P. L.),  
65 Market St.,  
San Francisco 5, Calif.

**SUBJECT: Jurisdictional Dispute Machinist vs.  
Sheet Metal Workers, Southern Pacific Rail-  
road Co.**

Dear Sir:

Attached hereto please find letter of July 18, 1956,  
addressed to Mr. Cryslar, signed by General Chairmen  
J. G. Black and W. F. Blythe re the above subject.

In accordance with Rules provisions of the Motive  
Power & Car Depts. Agreement, it is System Federa-  
tion No. 114's desire that said understanding be nego-  
tiated with the Carrier.

Yours truly,

(Signed)

W. F. BLYTHE  
President

(Signed)

C. O. DAVIS  
Secretary-Treasurer

System Federation No. 114

SC GEN 1-73

February 14, 1957

Mr. W. F. Blythe, President  
Mr. C. O. Davis, Secretary-Treasurer  
System Federation No. 114  
Pacific Building, Room 915  
San Francisco 3, California

Gentlemen:

Yours of February 5, 1957, referring to your letter of July 24, 1956, above file, concerning proposed disposition of certain jurisdictional disputes between the machinists' and sheet metal workers' crafts under the provisions of Memorandum "A", Motive Power and Car Departments Agreement, as indicated in Memorandum of Agreement dated July 16, 1956 signed by Mr. J. G. Black, and you as the General Chairmen of your respective crafts:

In conference held February 6, 1957 on the foregoing subject, it was agreed the above mentioned proposed jurisdictional settlement would be placed in effect at locations where employees of both the machinists' and sheet metal workers' crafts are employed and employees of either craft are performing all or a portion of the work in dispute.

It is understood in event employees of either the machinists' or sheet metal workers' crafts are not available at specific locations when the above mentioned allocations are placed in effect, the specific work involved will be allocated in accordance with the agreement reached thereon when employees of such crafts become available. At small points where employees of the machinists' and sheet metal workers' crafts are not available on all shifts and insignificant work involved is required on certain shifts, the crafts assigned to such shifts may perform such minor duties.

It was further understood that no change is to be made with respect to any of the work in question where performed by employees of any other craft or class. Further, that in event of any question on any of the items of work referred to, the matter will be referred by the Local Chairmen of the machinists' or sheet metal workers' crafts to their respective General Chairmen for determination of a reasonable understanding with the undersigned on the specific work in dispute.

The foregoing understanding will be placed in effect promptly on receipt of attached copy of this letter with your signature affixed in the space provided.

Yours truly,

(Signed)

(Signed)

E. CRYSLER

Assistant Manager of Personnel  
Southern Pacific Company  
(Pacific Lines)

(Signed)

W. F. BLYTHE

President  
System Federation No. 114  
Railway Employees' Department  
(AFL)

(Signed)

S/ C. O. DAVIS

Secretary-Treasurer  
System Federation No. 114  
Railway Employees' Department (AFL)

date of this agreement, to be placed on the mechanics' roster with seniority date he would have established if his service as upgraded mechanic had not been interrupted by military service, and if so electing shall forfeit his seniority as helper. Such election shall be made on form attached hereto marked Exhibit "A".

(5) In recognition of the time necessarily involved in adjusting the various mechanics' seniority roster, as provided in this agreement, the seniority adjustments herein provided for shall not become effective until six (6) months following the effective date of this agreement.

(6) Notice of the provisions of this agreement shall be posted on the employees' bulletin boards at all locations where employees in the various crafts are located for a period of thirty (30) days from the effective date of this agreement, and such posting shall be full and sufficient notice of its contents to all affected employees in active service on the effective date of this agreement. The Company shall send copy of this agreement by registered or certified mail, return receipt requested, to each affected employee who on the effective date of this agreement is on furlough, leave of absence or absent from work on account of sickness. Such mailing to employee's last known address on file with the Company, shall be full and sufficient notice to such employees of the contents of this agreement.

(7) Four (4) months following the effective date of this agreement there shall be posted on the employees' bulletin boards at all locations the revised seniority rosters of all mechanics for that location reflecting adjustments in seniority made hereunder.

(8) For thirty (30) days following the posting of the revised seniority rosters, as provided in paragraph (7) hereof, it shall be the responsibility of each employee shown thereon to check and verify his seniority status and rank as shown on such rosters. Any protests or requests for changes or corrections in such rosters shall be made during this same period of time. Any such protests or requests shall be made in writing and submitted to the appropriate local management officer and copy furnished to local committee. Protests or requests received after thirty (30) days have elapsed from the posting of said seniority rosters will not be considered.

(9) Promptly following the last day of the 30-day period provided for in paragraph (8) hereof, the local management officer and local committee shall meet

and consider all protests filed during the said period. Any such protests which are not resolved between the local management officer and the local committee shall promptly be submitted to the parties signatory to this agreement for disposition. Seniority rosters containing adjustments to be made under the provisions of this agreement will be issued and posted as soon as possible following the disposition of any protests filed in accordance with paragraph (8) hereof.

(10) In order to be effective, any election made under this Agreement must be submitted in writing to the appropriate local management officer within the time specified and a copy furnished to the local representative and General Chairman of the craft involved.

(11) Nothing in this agreement shall be construed as creating or giving validity to any back wage claims or time claims on behalf of any employee affected by its provisions.

(12) This agreement shall be effective the first day of the calendar month following the execution hereof.

Signed at San Francisco, California, this 6th day of December, 1956.

**FOR THE COMPANY: FOR THE EMPLOYEES:**

(Signed)  
**K. E. SCHOMP**  
Manager of Personnel

(Signed)  
**J. G. BLACK**  
General Chairman,  
International Association of Machinists

(Signed) **FRANK G. LUETHY**  
General Chairman,  
International Brotherhood of  
Boilermakers Iron Ship Builders  
and Helpers

(Signed) **FRANK G. LUETHY**  
General Chairman,  
International Brotherhood  
of Blacksmiths, Drop Forgers  
and Helpers

(Signed) **W. F. BLYTHE**  
General Chairman,  
Sheet Metal Workers' International  
Association

(Signed) **DENVER T. JOHNSTONE**  
General Chairman,  
International Brotherhood of  
Electrical Workers

(Signed) **M. A. CONTABLE**  
General Chairman,  
Brotherhood Railway Carmen  
of America

**Exhibit "A"**

**APPLICATION FOR SENIORITY AS MECHANIC**

**(To be signed only by persons upgraded prior to entering military service).**

Pursuant to paragraph 4 of the Agreement dated December 6, 1956, I hereby voluntarily make application for mechanic's seniority in the craft at

\_\_\_\_\_, with  
(Point of Employment)

seniority computed in accordance with the provisions of said Agreement, and in consideration of being accorded such seniority I hereby relinquish any seniority rights that I may possess as a \_\_\_\_\_ helper

I was temporarily upgraded to mechanic's work before I entered military service.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

**Note: This application must be filed in triplicate within the 30-day period mentioned in the Agreement of December 6, 1956. Submit one copy each to the local management officer, local representative of the organization and General Chairman of the craft involved.**

MEDIATION AGREEMENT

Case No. A-7030

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

Witnesseth:

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

Section 1 -

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

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

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

Section 2 -

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

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

Section 3 -

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

Section 4 -

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the

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

Section 5 -

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

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

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



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

Section 6

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

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

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

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

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

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

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

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

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

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

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

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

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination

allowance is based; provided that this shall not apply to employees with less than one year's service.

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

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

Section 7 -

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

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

<u>Length of Service</u>				<u>Separation Allowance</u>		
1 year	& less than	2 years		3 months pay		
2 years	"	"	3 "	6 "	"	"
3 "	"	"	5 "	9 "	"	"
5 "	"	"	10 "	12 "	"	"
10 "	"	"	15 "	12 "	"	"
15 years and over				12 "	"	"

## ATTACHMENT 29

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

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

### Section 8 -

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

### Section 9 -

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

"Section 10(a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance

## ATTACHMENT 29

between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

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

### Section 10

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

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

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

afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

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

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

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

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### Section 11

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

### Section 12

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

## ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the September 25, 1964 National Agreement, as so amended, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. The maintenance and repair of equipment which has been historically (not necessarily exclusively) maintained and repaired by a carrier's own employees, no matter how purchased or made available to the carrier, shall not be contracted out by the carrier except in the manner specified. In determining whether work falls within either of the preceding sentences, the practices at the facility involved will govern.

### Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property but this criterion is not



intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employee regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

Section 2 - Advance Notice - Submission of Data - Conference

If the carrier decides that in light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data sufficient to enable the General Chairman to determine whether the contract is consistent with the criteria set forth above.

Advance notice shall not be required concerning minor transactions. A minor transaction is defined for purposes of notice as an item of repair requiring eight man-hours or less to perform (unless the parties agree on a different definition) and which occurs at a location where mechanics of the affected craft, specialized equipment, spare units or parts are not available or cannot be made available within a reasonable time.

The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action.

If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in emergencies, the carrier shall not consummate a binding subcontract until the expedited procedures have been implemented and the arbitrator has determined that the subcontract is permissible, unless the parties agree otherwise. For this purpose, an "emergency" means an unforeseen combination of circumstances, or the resulting state, which calls for prompt or

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immediate action involving safety of the public, employees, and carriers' property or avoidance of unnecessary delay to carriers' operations.

### Section 3 - Request for Information When No Advance Notice Given

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

Disputes concerning a carrier's alleged failure to provide notice of intent or to provide sufficient supporting data in a timely manner in order that the general chairman may reasonably determine whether the criteria for subcontracting have been met, also may be submitted to a member of the arbitration panel, but not necessarily on an expedited basis. In the event the parties are unable to agree on a schedule for resolving such a dispute, the arbitrator shall establish the schedule.

### Section 4 - Establishment of Subcontracting Expedited Arbitration Panels

The parties shall establish expedited panels of neutral arbitrators at strategic locations throughout the United States, either by carrier or region. Each such panel shall have exclusive jurisdiction of disputes on the carrier's system or in the applicable geographical region, as the case may be, under the provisions of Article II, Subcontracting, as amended by this Agreement. The members of each of those panels shall hear cases or a group of cases on a rotating basis. Arbitrators appointed to said panels shall serve for terms of two years provided they adhere to the prescribed time requirements concerning their responsibilities. These arbitrators shall be compensated for their services directly by the parties.

### Section 5 - Consist

Six neutral arbitrators shall be selected for each subcontracting expedited arbitration panel, unless the parties shall agree to a different number.

**Section 6 - Location**

Hearings and other meetings of arbitrators from the subcontracting expedited arbitration panels shall be at strategic locations.

**Section 7 - Referees**

If the parties are unable to agree on the selection of all of the arbitrators making up a panel within 30 days from the date the parties establish a panel of neutral arbitrators, the NMB shall be requested to supply a list of 12 arbitrators within 5 days after the receipt of such request. By alternate striking of names, the parties shall reduce the list to six arbitrators who shall constitute the panel. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

**Section 8 - Filling Vacancies**

Vacancies for subcontracting expedited arbitration panels shall be filled by following the same procedures as contained in Section 7 above.

**Section 9 - Content of Presentations**

The arbitrator shall not consider any evidence not exchanged by the parties at least 48 hours before the commencement of the hearing. Other rules governing the scope and content of the presentations to the Panels shall be established by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

**Section 10 - Procedure at Board Meetings**

Upon receipt of a demand under Section 2 of this Article, the arbitrator shall schedule a hearing within three working days and conduct a hearing within five working days thereafter. The arbitrator shall conclude the hearing not more than 48 hours after it has commenced. The arbitrator shall issue an oral or written decision within two working days of the conclusion of the hearing. An oral decision shall be supplemented by a written one within two weeks of the conclusion of the hearing unless the parties waive that time requirement. Any of these time limits may be extended by mutual agreement of the parties. Procedural rules governing the record and hearings before the Panels shall be determined by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

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### Section 11 - Remedy

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

(b) If the arbitrator finds that the carrier violated the advance notice requirements of Section 2 [in non-emergency situations], the arbitrator shall award an amount equal to that produced by multiplying 50% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the carrier who would have done the work, provided however that where the carrier is found to have both failed to consult and wrongfully contracted out work, the multiplier shall be 10% rather than 50%. The amounts awarded in accordance with this paragraph shall be divided equally among the claimants, or otherwise distributed upon an equitable basis, as determined by the arbitrator.

### Section 12 - Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination. The carrier agrees to apply the decision of an arbitrator in a case arising on the carrier's property which sustains a grievance to all substantially similar situations and the Organization agrees not to bring any grievance which is substantially similar to a grievance denied on the carrier's property by the decision of the arbitrator.

Decisions of arbitrators rendered under this Article shall be subject to judicial enforcement and review in the same manner and subject to the same provisions which apply to awards of the National Railroad Adjustment Board.

### Section 13 - Disputes Referred to Other Boards

Disputes arising under Article I, Employee Protection, Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing shall not be subject to the jurisdiction of any Subcontracting Expedited Arbitration Panel.

Disputes under Article II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but can be handled directly with the highest officer in the interest of expeditious handling. This Article sets up special time limits to govern the handling of cases before the expedited

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arbitration panels, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the expedited arbitration panels are not subject to the provisions of the standard Time Limit Rule.

If there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting, such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

\* \* \* \*

Article IV (Resolution of Disputes) of the September 25, 1964 Agreement will no longer be applicable to disputes involving Articles I and II of such Agreement which arise subsequent to the effective date of this Agreement.

Disputes arising under Article I, Employee Protection, will continue to be handled on the property as in the past, i.e., they need not be progressed in the "usual manner" but can be handled directly with the highest designated carrier officer. If such a dispute is not settled in direct negotiations, it shall be handled in accordance with the provisions of Section 3 of the Railway Labor Act, as amended.

(July 31, 1992 Agreement)

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

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

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

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

### ARTICLE IV - OUTLYING POINTS

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

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

### ARTICLE V - COUPLING, INSPECTION AND TESTING

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

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

ARTICLE VI - RESOLUTION OF DISPUTES

See Article II (as revised by Agreement of July 31, 1992).

ARTICLE VII - EFFECT OF THIS AGREEMENT

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

ARTICLE VIII - EFFECTIVE DATE

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

ARTICLE IX - COURT APPROVAL

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

ATTACHMENT 29

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

For the participating carriers  
listed in Exhibit A:

[Signature]  
Chairman

[Signature]  
[Signature]  
[Signature]

For the participating carriers  
listed in Exhibit B:

[Signature]  
Chairman

[Signature]  
[Signature]  
[Signature]

For the participating carriers  
listed in Exhibit C:

[Signature]  
Chairman

[Signature]  
[Signature]  
[Signature]

For the Employees:

Railway Employees' Department, AFL-CIO

[Signature]  
Michael Fox, President

International Association of Machinists

[Signature]  
J. W. Ramsey, General Vice President

International Brotherhood of Boilermakers:  
Iron Ship Builders, Blacksmiths,  
Forgers and Helpers

[Signature]  
Russel K. Berg, International President

Blacksmiths - Railroad Division

[Signature]  
Edward H. Wolfe, Int'l. Vice President

Sheet Metal Workers' International  
Association

[Signature]  
J. H. O'Brien, General Vice President

International Brotherhood of Electrical  
Workers

[Signature]  
Thos. Ramsey, Int'l. Vice President



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APPROVED:

*[Signature]*  
Chairman, National Railway  
Labor Conference

WITNESS:

*[Signature]*  
Member, National Mediation Board

*[Signature]*  
Mediator, National Mediation Board

Brotherhood Railway Carmen of America

*[Signature]*  
A. J. Barnhardt, General President

International Brotherhood of Firemen,  
 Oilers, Helpers, Round House and  
 Railway Shop Laborers

*[Signature]*  
Anthony Katz, President

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### ARTICLE III - HEALTH AND WELFARE PLAN AND EARLY RETIREMENT MAJOR MEDICAL BENEFIT PLAN

#### Part A - Health and Welfare Plan

##### Section 1 - Continuation of Plan

The Railroad Employees National Health and Welfare Plan (the "Plan"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with the Plan and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in that certain special account maintained at The Travelers Insurance Company, known as the "Special Account Held in Connection with the Amount for the Close-Out Period," relating to the obligations of the Plan to pay, among other things, benefits incurred but not paid at the time of termination of the Plan in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1, 1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1, 1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$25 million as of January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$25 million referred to in the preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.

In the event that a carrier participating in the Plan defaults for any reason, including but not limited to bankruptcy, on its obligation to contribute to the Plan, and the carrier's participation in the Plan terminates, the carriers remaining in the Plan shall be liable for any Plan contribution that was required of the terminating carrier prior to the effective date of its termination, but not paid by it. The remaining carriers shall be obligated to make up in a timely fashion such unpaid contribution of the terminating carrier in pro rated amounts based upon their shares of Plan contributions for the month immediately prior to such default.

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### Section 2 - Change to Self-Insurance

Except for life insurance, accidental death and dismemberment insurance, and all benefits for residents of Canada, the Plan will be wholly self-insured and administered, under an administrative services only arrangement, by an insurance company or third party administrator.

### Section 3 - Joint Plan Committee

The Joint Policyholder Committee shall be renamed the Joint Plan Committee. This change in name shall not in any way change the functions and responsibilities of the Committee.

A neutral shall be retained by and at the expense of the Plan for the duration of this Agreement to consider and vote on any matter brought before the Joint Plan Committee (formerly the Joint Policyholder Committee), arising out of the interpretation, application or administration (including investment policy) of the Plan, but only if the Committee is deadlocked with respect to the matter. A deadlock shall occur whenever the carrier members of the Committee, who shall have a total of one vote regardless of their number, and the organization members of the Committee, who shall also have a total of one vote regardless of their number, do not resolve a matter by a vote of two to nil and either side declares a deadlock.

The Joint Plan Committee shall have the power to create such subcommittees as it deems appropriate and to choose a neutral chairman for such subcommittees, if desired.

### Section 4 - Managed Care

Managed care networks that meet standards developed by the Joint Plan Committee, or a subcommittee thereof, concerning quality of care, access to health care providers, and cost-effectiveness, shall be established wherever feasible as soon as practicable. Until a managed care network is established in a given geographical area, individuals in that area who are covered by the Plan will have the comprehensive health care benefit coverage described in Section 5 of this Part A. Each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area will be enrolled in the network (along with his or her covered dependents) unless the employee provides timely written notice to his or her employer of an election to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than to be enrolled in the network. Any such employee who provides such timely written notice shall have an annual opportunity to

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revoke his or her election by providing a written notice of revocation to his or her employer at least sixty days prior to January 1 of the calendar year for which such revocation shall first become effective. Similarly, each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area and is thereafter enrolled in the network (along with his or her covered dependents) shall have an annual opportunity to elect to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than continue to be enrolled in the network. This election may be made by such an employee by providing written notice thereof to his or her employer at least sixty days prior to January 1 of the calendar year for which the election shall first become effective. Each employee hired after a managed care network is established in his or her geographic area (and his or her covered dependents) will be enrolled in the network and may not thereafter elect to be covered by the comprehensive benefits until the January 1 which falls on or after the first anniversary of his or her initial date of eligibility for Plan coverage. Employees who return to eligibility for Plan coverage within 24 months of loss of eligibility for Plan coverage and whose employment relationship has not terminated at any time prior to such return will be enrolled in the program of Plan benefits in which they were enrolled when their eligibility for Plan coverage was lost, and shall thereafter have the same rights of election as other employees whose eligibility for Plan coverage was not lost.

Covered individuals enrolled in a managed care network will have a point of service option allowing them to choose an out-of-network provider to perform any covered health care service that they need. The benefits provided by the Plan when a service is performed by an in-network provider and the benefits provided by the Plan when the service is performed by an out-of-network provider will be as described in the table below:

<u>PLAN FEATURE</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK +</u>
Primary Care Physician Required	Yes	No
Annual Deductible		
Individual	None	\$100
Family	None	\$300
		Deductible applies to all covered expenses

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Plan/Employee Coinsurance	\$100%/0%	75%/25%
Annual Out-of-Pocket Maximum (exclusive of deductible)		
Individual	None	\$1,500
Family	None	\$3,000
Maximum Lifetime Benefit	None	\$1,000,000 (\$5,000 annual restoration)
Special Maximum Lifetime Benefit for Mental Health	None	\$100,000 lifetime (\$500 annual restoration)
Hospital Charges (inpatient and outpatient)	100%	75%•
Ambulatory Surgery	100%	75%•
Emergency Room	100% after \$15 employee copayment	75%
Inpatient Mental Health & Substance Abuse Benefit		
Hospital	100%	75%♦
Alternative Care -- Residential Treatment Center Inpatient or Partial Hospitalization/Day Treatment	100%	75%♦
Outpatient Mental Health & Substance Abuse	100% after \$15 employee copayment per visit	75%♦

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### Physician Services

Surgery/Anesthesia	100%	75%•
Hospital Visits	100%	75%•
Office Visits	100% after \$15 employee copayment	75%••
Diagnostic Tests	100%	75%•
Routine Physical	100% after \$15 employee copayment	Not Covered
Well Baby Care	100% after \$15 employee copayment	Not Covered
Skilled Nursing Facility Care	100%	75%•
Hospice Care	100%	75%•
Home Health Care	100%	75%•
Temporomandibular Joint Syndrome	100%	75%•
Birth Center	100%	75%•
Prescription Drugs (other than by mail order)	100% after \$5 employee copayment for brand name (\$3 for generic)	75%••
Mail Order Prescription Drugs (60-90 day supply of maintenance drugs only)	100% after \$5 employee copayment	100% (not subject to regular deductible) after \$5 employee copayment (not counted toward regular deductible)••
Claim System	Paperless	Forms Required

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Approval by  
Utilization  
Review/Large Case  
Management

Physician-initiated;  
included in network  
management

Required. If  
approval not  
given, benefits  
reduced by 20%  
(except for  
mental health  
and substance  
abuse care where  
benefits reduced  
by 50%) both  
before and after  
annual out-of-  
pocket maximum is  
reached, and  
amount of  
reduction is not  
counted toward  
that maximum.

- + The medically necessary health care services for which out-of-network benefits will be paid are those listed in subparagraphs 1 through 7 of Part A, Section 5, of this Agreement.
- Benefits reduced by 20% if care is not approved by utilization review program.
- ♦ Benefits reduced by 50% if care is not approved by utilization review program.
- Benefits not generally subject to utilization review program but may be reviewable in specific circumstances with advance notice to the employee; in such cases, benefits reduced by 20% if care not approved by utilization review program.

At any time after the expiration of two years from the effective date of implementation of the first managed care network, either the carriers or the organizations may bring before the Joint Plan Committee for consideration a proposal to change the Plan's in-network or out-of-network benefits for the purpose of promoting an increase in the use of in-network providers by Plan participants.

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### Section 5 - Comprehensive Health Care Benefits

The comprehensive health care benefits provided under the Plan in geographical areas where managed care networks are not available to Plan participants and their dependents, and in cases where a Plan participant has elected to be covered, along with his or her dependents, by such comprehensive benefits rather than to be enrolled in a managed care network, shall be as described below. Terms used in such description shall have the same meaning as they have in the Plan.

After satisfaction of an annual deductible of \$100 per covered individual or \$300 per family unit of three or more, the Plan will pay 85%, and the covered individual 15%, of certain health care expenses, up to an annual out-of-pocket maximum (which shall not include the deductible) of \$1,500 per covered individual or \$3,000 per family. The expenses counted toward the \$3,000 annual family out-of-pocket maximum will include those, which are otherwise eligible, incurred on behalf of a covered employee and each of his or her covered dependents regardless of whether the employee or dependent has reached the \$1,500 individual annual out-of-pocket maximum. Once the applicable annual out-of-pocket maximum has been reached, the Plan will pay 100% of such reasonable charges up to an overall lifetime maximum of \$1 million per covered individual, restorable at a rate of \$5,000 per year; provided, however, that there shall be a separate lifetime maximum of \$100,000 per covered individual, restorable at a rate of \$500 per year, for Plan benefits for the treatment of mental and/or nervous conditions and substance abuse. (Benefits counted for purposes of determining whether or not a lifetime maximum has been reached are all benefits paid under the Plan as amended by this Agreement and all Major Medical Expense Benefits paid under the Plan prior to such amendments.) The Plan will pay 85% of the reasonable charges for medically necessary health care services as follows:

1. All expenses that are "Covered Expenses" (as defined in the Plan) at any time under the current major medical expense benefits provisions of the Plan, and not within any exclusion from or limitation upon them, except that the exclusion for treatment of polio will be removed.
2. Expenses for mammograms described in American Cancer Society guidelines, childhood disease immunization, pap smears and colorectal cancer screening.
3. Donor expense benefits as now defined.
4. Jaw joint disorder benefits as now defined, and subject to the current exclusion from and limitation on them, except that the \$50 separate lifetime cash deductible will be removed.



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5. Home health care expense benefits as now defined, subject to the current exclusions from and limitation on them, except that the exclusion that governs if polio benefits are payable will be removed.
6. Treatment center expense benefits, subject to the current exclusions from and limitation on them, except that
  - a. the separate \$100 cash deductible per confinement will be removed in connection with benefits for transportation to a treatment center, and
  - b. the separate \$100 cash deductible per benefit period and the \$40 maximum limitation on benefits per episode of treatment -- all with regard to outpatient benefits -- will be removed.
7. Expenses for the services of psychologists if benefits would be paid for such services had they been rendered by a physician.

The Plan will provide the same benefits to all employees eligible for Plan coverage, including those in their first year of such eligibility and those eligible for extended Plan coverage because of disability.

The Plan's comprehensive health care benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5.00 per prescription, 100% of the cost of prescriptions covering a 60-to-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00 co-payment will not be counted against, the Plan's regular \$100/\$300 deductible and will be included only upon execution of appropriate contracts with vendors.

### Section 6 - Strengthened Utilization Review and Case Management

The Plan's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are payable under the Plan: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all home health care, and (c) all in-patient and out-patient procedures and treatment, except for any care where, pursuant to standards developed by the Joint Plan Committee, prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.

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If an individual covered by the Plan incurs expenses without the requisite approval of the Plan's utilization review/case management contractor, such benefits as the Plan would otherwise pay will be reduced by one-fifth; provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as the Plan would otherwise pay will be reduced by one-half. These reductions will continue to apply after the out-of-pocket maximum is reached, i.e., the 100% benefit will become 80% (or 50%, as the case may be) if approval by the utilization review/case management contractor is not obtained.

When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this purpose by the Joint Plan Committee. Neither physician may be an employee of or under contract to the utilization review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

### Section 7 - Coordination of Benefits

The Plan's coordination of benefit rules shall be changed so that the Plan will pay no benefit to any covered individual that would cause the sum of the benefits paid by the Plan and by any other plan with which the Plan coordinates benefits to exceed (a) the maximum benefit available under the more generous of the Plan and such other plan, or (b) with respect only to spouses who are both covered as employees under the Plan (and the Dependents of such spouses), and to spouses one of whom is covered as an employee under the Plan and the other as a retired railroad employee under the Railroad Employees National Early Retirement Major Medical Benefit Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by the Plan.

### Section 8 - Medicare Part B Premiums

Active employees currently covered by Medicare Part B and those who elect to enroll in Medicare Part B when they become eligible shall not be reimbursed for premiums they pay for such Part B Medicare participation unless Medicare is their primary payor of medical benefits.

**Section 9 - Solicitation of Bids**

As promptly as practicable, the Joint Plan Committee will solicit bids from Qualified entities for the performance of (a) all managed care functions under the Plan, including without limitation the establishing and/or arranging for the use by individuals covered by the Plan of managed networks of health care providers in those geographical areas where it is feasible to do so, and (b) all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of treatment and provider. The Committee will select one or more contractors, from among those that the Committee determines are likely to provide high-quality, cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions. Hospital associations shall be incorporated into the managed care networks wherever appropriate.

Upon the expiration of three years from July 29, 1991 the Joint Plan Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management and/or managed care functions, unless the Committee unanimously determines not to seek bids for any one or more of the services involved in the administration of the Plan.

**Part B - Early Retirement Major Medical Benefit Plan**

**Section 1 - Continuation of Plan**

The Railroad Employees Early Retirement Major Medical Benefit Plan ("ERMA"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to ERMA will be offset by the expeditious use of such amounts as may at any time be in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with ERMA and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in the special account maintained at The Travelers Insurance Company in connection with the obligations of ERMA to pay benefits incurred but not paid at the time of termination of ERMA, in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1, 1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1, 1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$1 million as of

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January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$1 million referred to in the preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.

### Section 2 - Change to Self-Insurance

ERMA will be wholly self-insured. It will be administered, under an administrative services only arrangement, by an insurance company or third party administrator.

### Section 3 - Coordination of Benefits

ERMA's coordination of benefits rules shall be changed so that ERMA will pay no benefit to any covered individual that would cause the sum of the benefits paid by ERMA and by any other plan with which ERMA coordinates benefits to exceed (a) the maximum benefit available under the more generous of ERMA and such other plan, or (b) with respect only to spouses who are both covered as retired railroad employees under ERMA (and the Dependents of such spouses), and to spouses one of whom is covered as a retired railroad employee under ERMA and the other as an employee under the Railroad Employees National Health and Welfare Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by ERMA.

### Section 4 - Strengthening Utilization Review and Case Management

ERMA's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are payable under ERMA: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all home health care, and (c) all in-patient and out-patient procedures and treatment, except for any care where prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.

If an individual covered by ERMA incurs expenses without the requisite approval of ERMA's utilization review/case management contractor, such benefits as ERMA would otherwise pay will be reduced by one-fifth; provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as ERMA would otherwise pay will be reduced by one-half.

When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this purpose by mutual agreement between the Chairman of the Health and Welfare Committee, Cooperating Railway Labor Organization and of the National Carriers' Conference Committee. Neither physician may be an employee of or under contract to the utilization review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

The standards developed by the Joint Plan Committee for determining whether or not prior approval is feasible and cost-efficient under the Health and Welfare Plan shall be applied by the National Carriers' Conference Committee under ERMA, and the utilization review/case management contractor(s) selected by the Joint Plan Committee under the Health and Welfare Plan shall be selected by the National Carriers' Conference Committee under ERMA.

#### Section 5 - Mail Order Prescription Drug Benefit

The Plan's benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5 per prescription, 100% of the cost of each prescription covering a 60-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00 co-payment will not be counted against, the Plan's regular \$100 deductible, and will be included only upon execution of appropriate contracts with vendors.

#### Section 6 - Solicitation of Bids

As promptly as practicable, the National Carriers' Conference Committee will solicit bids from qualified entities for the performance of all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of treatment and provider. The Committee will select one or more contractors, from among those that the Committee determines are likely to provide high-quality, cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions.

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Upon the expiration of three years from July 29, 1991 the National Carriers' Conference Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management function, unless the Committee determines not to seek bids for any one or more of the services involved in the administration of the Plan.

### Article III - HEALTH AND WELFARE PLAN

Effective as soon as practicable, but not later than January 1, 1993, a separate and distinct program applicable only to IAM represented employees and their dependents (hereinafter the "IAM PROGRAM") shall be established within the Railroad Employees National Health and Welfare Plan (hereafter the "PLAN").

The Joint Plan Committee shall not have jurisdiction over the "IAM PROGRAM" and the administration shall be by the National Carriers' Conference Committee (N.C.C.C.) jointly with representatives of the IAM.

The contributions and benefits provided under the "IAM PROGRAM" shall be the same as those provided under the "PLAN" as such "PLAN" contributions and benefits may evolve, be adapted or changed from time to time, and may not otherwise be changed except by agreement between the IAM and the N.C.C.C. during the life of the Agreement, and all insurance coverage, administrative and other services rendered in connection with such benefits will be provided by the same insurance company or companies and by the same service provider or providers during the life of this Agreement.

The experience under the "IAM PROGRAM" shall be separately maintained and rated as to IAM represented employees and their dependents.

Nonetheless, the rates of contribution to the "PLAN" by the carriers per employee per month with respect to the "IAM PROGRAM" shall be the same as the rates applicable under the "PLAN" generally.

For the purposes of paying or providing for benefits through the use of such amounts as may at anytime be in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with the "PLAN," and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust, no distinction shall be made between the "PLAN" and the "IAM PROGRAM" subject to limitations of the "PLAN." The same shall hold true with respect to the crediting of such funds in accordance with clause (b) of Sections 3 and 4 of Article II, Part A, of this Agreement in calculating the cost of living offsets provided for in those Sections.

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Any dispute between the N.C.C.C. and the IAM with respect to interpretation, application or administration of this Article shall be resolved by a neutral agreed to by the IAM and N.C.C.C.

In all respects not specifically addressed in this Article the "IAM PROGRAM" shall not differ from the "PLAN" generally, and the terms of the pertinent Agreement Articles applicable to the other organizations are attached hereto as Appendix I and incorporated herein by reference.

### ARTICLE IV - SUPPLEMENTAL SICKNESS

The March 29, 1979 Supplemental Sickness Benefit Agreement, as amended effective January 1, 1982 (Sickness Agreement), shall be further amended as provided in this Article for periods of disability commencing on or after July 1, 1991.

#### Section 1 - Adjustment of Plan Benefits

(a) The benefits provided under the Plan established pursuant to the Sickness Agreement shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on January 1, 1982 under the terms of that Agreement.

(b) Section 4 of the Sickness Agreement shall be revised as follows:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning	\$13.95 or more	\$2,427 or more
Class II Employees Earning	\$11.40 or more but less than \$13.95	\$1,984 or more but less than \$2,427
Class III Employees Earning	Less than \$11.40	Less than \$1,984

#### Basic and Maximum Amount Per Month

<u>Classification</u>	<u>Basic</u>	<u>RU1A</u>	<u>Maximum</u>
Class I	\$926	\$674	\$1,600
Class II	\$749	\$674	\$1,423
Class III	\$595	\$674	\$1,269

Combined Benefit Limit

<u>Classification</u>	<u>Maximum Monthly Amount</u>
Class I	\$1,716
Class II	\$1,525
Class III	\$1,361

Section 2 - Plan Benefits During Initial Registration Period

An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

Section 3 - Adjustment of Plan Benefits During Imposed Agreement Term

Effective December 31, 1994, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

Section 4 - Administrative and Procedural Improvements

The parties have selected and established a subcommittee for the purpose of reviewing and making recommendations with respect to administrative and procedural improvements that would expedite the handling and disposition of Plan claims without affecting the integrity of the Plan. The parties shall consider the subcommittee's recommendations at the earliest opportunity, but no later than sixty (60) days after the effective date of this Article, and shall use their best efforts to reach agreement on implementing such recommendations.



BEREAVEMENT LEAVE

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

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

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

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

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

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

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

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

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

A-3 A maximum of two days.

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

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

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

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

INCIDENTAL WORK RULE

- (a) Where a shop craft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shop craft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment, the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

- (b) Nothing in this Rule is intended to restrict any of the existing rights of a carrier.

(September 21, 1992 Agreement)