

A G R E E M E N T

Between the

MISSOURI PACIFIC RAILROAD CO.

and

**SYSTEM FEDERATION No. 2
RAILWAY EMPLOYEES' DEPARTMENT
A.F.L. - C.I.O.**

MECHANICAL SECTION THEREOF

Composed of

**International Association of Machinists and
Aerospace Workers
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers**

Sheet Metal Workers International Association

International Brotherhood of Electrical Workers

**Brotherhood Railway Carmen of ~~the~~
United States and Canada**

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

It is understood that this Agreement shall apply to those who perform the work specified in this agreement in the Maintenance of Equipment Department and in the Reclamation Plant at Palestine, Texas.

Consolidated Agreement

Effective June 1, 1960



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Effective June 1, 1960

**HOURS OF SERVICE RULE 1. Section 1.
AND WORK WEEK: Hours of Service.**

(a) Eight hours of service shall constitute a day's work.

(b) Employes coming under the provisions of these rules, except as otherwise provided for in these rules, will be paid on an hourly basis.

Section 2—Work Week.

NOTE: The expressions "positions" and "work" used in this Section 2 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 employes.

(a) General.

Subject to the exceptions contained in this agreement, the Carrier will establish a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Carriers' operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(b) Five-day Positions.

On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(c) Six-day Positions.

Where the nature of the work is such that employes will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-day Positions.

On positions which have been filled seven (7) days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular Relief Assignments.

All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as

may be assigned under this agreement, all regular relief assignments to be bulletined.

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.

(f) 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 this Section 2, paragraph (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend to 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.

(g) Non-consecutive 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 (c), (d) and (e), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to this Section 2, paragraph (e).
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring 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) non-consecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh day 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.

(h) 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.

SHIFTS: RULE 2. (a) Where but one shift is employed, unless otherwise provided for, the starting time will not be earlier than 7:00 o'clock nor later than 8:00 o'clock, A.M. or P.M.

(b) Where two shifts are employed, the starting time of the first shift will be governed by paragraph (a) and the second shift will start not later than 8:00 P.M.

(c) Where one and two shifts are employed, the time of the lunch period will be within the beginning of the fourth and ending of sixth hour and the length of the lunch period will be subject to mutual agreement, but will not be less than thirty minutes nor more than one hour. The lunch period under this rule will not be paid for unless worked.

(d) Where three shifts are employed, the starting time of the first shift will not be earlier than 7:00 A.M. nor later than 8:00 A.M., and the starting time of the other shifts will be regulated accordingly. Each shift will work straight through and will be allowed not to exceed twenty minutes for lunch between the beginning of the fourth and ending of the sixth hours with pay. This applies only to employees working on running repairs in engine houses and train yard forces.

OVERTIME: RULE 3. (a) All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved, except as may be provided in rules hereinafter set out.

(b) Employees required to perform work on their rest days or on the following legal holidays, viz., New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (provided when any of the above holidays fall on Sunday the day observed by the State, Nation or by Proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

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

(c) Effective May 1, 1954, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the above-enumerated holidays when such holiday falls on a workday of the workweek of the individual employee.

(d) An employee shall qualify for the holiday pay provided in paragraph (c) hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an 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.

OVERTIME AND CALLS: RULE 4. (a) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis, with a minimum of one (1) hour.

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

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

(d) Employees called or required to report for work

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

(e) Employees will be allowed time and one-half on minute basis for services performed continuously in advance of the regular working period with a minimum of one (1) hour—the advance period to be not more than one (1) hour.

(f) Except as otherwise provided for in this rule, all overtime beyond sixteen (16) hours actual work in any twenty-four (24) hour period, computed from starting time of employees' regular shift, shall be paid for at rate of double time.

(g) 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 under paragraph (g) of Section 2 of Rule 1.

(h) Employees worked 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 under paragraph (g) of Section 2 of Rule 1.

(i) 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 and travel time 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.

**RELIEF WORK,
REST DAYS AND
HOLIDAYS:**

RULE 5. (a) Employees assigned to rest day relief positions and/or holiday work, 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

called will be advised as soon as possible after vacancies become known. The foregoing is not intended to conflict with Rules 3 and 4.

(b) A relief employe working in the place of a regular employe on the latter's assigned rest day will be paid therefor at the straight time rate, except such relief employe if worked on a designated holiday shall be compensated therefor under the provisions of Rule 3 and Rule 138(a).

(c) Where rest days are being accumulated, under paragraph (g) of Section 2, Rule 1, work on rest days will be paid for at the pro rata rate, however, if work is performed on a designated holiday the employe will be paid therefor under the provisions of Rule 3 and Rule 138(a).

NOTE: Notice will be posted five (5) days preceding a holiday listing the names of employes assigned to work on the holiday. Men will be assigned from the men on each shift who would have the day on which the holiday falls as a day of their assignment if the holiday had not occurred and will protect the work. Local Committee will be advised of the number of men required and will furnish names of the men to be assigned but in event of failure to furnish sufficient employes to complete the requirements, the junior men on each shift will be assigned beginning with the junior man.

WORK DURING LUNCH PERIOD: RULE 6. Employes required to work during, or any part of, the lunch period, shall receive pay for the length of the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch (not to exceed thirty minutes) without loss of time.

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

EMERGENCY ROAD SERVICE: RULE 7. (a) An employe regularly assigned to work at a shop, engine house, repair track or inspection point when called for emergency road work away from such shop, engine house, repair track or inspection point will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station and straight time rate for all time waiting or traveling, except on their rest days and holidays time and one-half

will be paid for all time worked, waiting or traveling, except as may be otherwise specified in this agreement. The rules of this agreement will not be so applied as to require payment in excess of time and one-half for time waiting and traveling.

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

(c) Employes will be called as nearly as possible one (1) hour before leaving time, and on their return will deliver tools at point designated.

(d) If required to leave home station during overtime hours, they will be allowed one (1) hour preparatory time at straight time rate.

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

DISTRIBUTION RULE 8. (a) When it becomes **OF OVERTIME:** necessary for employes to work overtime they shall not be laid off during regular working hours to equalize the time.

(b) Record will be kept of overtime worked and men called with the purpose in view of distributing the overtime equally. Local Chairman will, upon request, be furnished with record.

TEMPORARY RULE 9. (a) Employes sent out to **VACANCIES:** temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight-time rates to be paid for straight-time hours at home station and for all other time, whether waiting or traveling. If on arrival at the outlying point there is an

opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

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

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

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

**OVERTIME CHANGE- RULE 10. Employees changed
ING SHIFTS:**

from one shift to another will be paid overtime rates for the first shift of each change. This will not apply when returning to their regular shift nor when shifts are exchanged at the request of employees involved or in the exercise of their seniority rights.

NOTE: In the application of the foregoing it is understood that relief assignments consisting of different shifts will be kept to a minimum, however, such assignments will be excepted from the requirements of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

FILLING VACANCIES: RULE 11. When an employee is re-

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

RULE 12—Blank.

FILLING VACANCIES OR NEW POSITIONS: RULE 13. (a) New jobs

created and vacancies in the respective crafts will be bulletined and the oldest employees in point of service shall, if sufficient ability is shown by fair trial, be given preference in filling.

NOTE: The exercising of seniority to displace junior employees usually termed rolling or bumping will not be permitted.

(b) Bulletins must be posted five (5) days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to

the official in charge and a copy of the application will be given to the local chairman. Assignments will be promptly made and assignment notice will be posted within five (5) days following closing time for acceptance of bids.

(c) Vacancies, except vacation vacancies, known to be of fifteen (15) days or more duration will, if the vacancy is to be filled, be advertised as "temporary vacancies" in the manner prescribed in (b) of this Rule 13. A vacancy created by assignment of an employee to a temporary vacancy will not be advertised as a temporary vacancy, but the bulletin will show the reason for the vacancy. When the employee creating a temporary vacancy returns, he will assume his regular assignment, and the employee or employees who have moved up by reason of his absence will be required to displace on the position to which previously assigned if the same is still in existence. Employees assigned to temporary vacancies will be subject to displacement by senior man who has displacement rights.

(d) An employee exercising his seniority rights under this rule will do so without expense to the railroad; if after a fair trial of not to exceed thirty (30) days he fails to qualify for the new position, he may return to his former position.

FILLING VACANCIES OF FOREMEN: RULE 14. Mechanics in service will be considered for promotion to positions of foremen.

SENIORITY TRANSFERS: RULE 15. Employees transferred from one point or seniority subdivision to another with a view to accepting a permanent transfer, will, after thirty days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point or seniority subdivision.

ABSENCE FROM WORK ON LEAVE: RULE 16. (a) When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time, not to exceed thirty days, with privilege of renewal.

(b) An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper

official and committee representing his craft.

(c) The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an improper practice and may be handled as unjust treatment under this agreement.

**ABSENCE
FROM WORK**

WITHOUT LEAVE: RULE 17. Employees shall not lay off without first obtaining permission from their foreman to do so, except in cases of sickness or other good cause of which the foreman shall be promptly advised.

FAITHFUL SERVICE: RULE 18. 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 to such light work in their line as they are able to handle.

**ATTENDING
COURT:**

RULE 19. Employees taken away from their regular assigned duties at the request of the Management to attend court, or to appear as witnesses for the railroad, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place with a minimum of one (1) day's pay for each day held at court, and in addition, necessary expenses while away from headquarters. Any fee or mileage accruing will be assigned to the railroad.

PAYING OFF: RULE 20. (a) Employees will be paid off during their regular working hours, semi-monthly.

(b) Should the regular pay day fall on a holiday or days when the shops are closed down, men will, when practicable, be paid on the preceding day.

(c) When there is a shortage equal to one day's pay or more in the pay of an employee, if requested, a voucher will be issued to cover the shortage, otherwise the shortage will be carried over to the next pay period.

(d) Employees leaving the service of the company will be furnished with a time voucher covering all time due ordinarily within twenty-four (24) hours where time vouchers are issued and within sixty (60) hours at other points, or earlier when possible (Saturdays,

Sundays and holidays excepted).

(e) During inclement weather provisions will be made where buildings are available to pay employees under shelter.

REDUCTION OF FORCES: RULE 21. (a) When the force is reduced seniority as per Rule 25 will govern; the men affected to take the rate of the job to which they are assigned. Employees displaced through the abolition of jobs or force reductions and other employees so affected thereby will be allowed to place themselves on such jobs as their seniority entitles them to, but only such employees who are actually disturbed by rearrangement of jobs or abolition of jobs will be permitted to exercise their seniority in this manner. Positions that have been abolished (not as the result of force reductions) and re-established within six months, the employee regularly assigned to the position at the time of its abolishment will be reassigned to the position regardless of seniority provided he applies therefor when the position is bulletined.

(b) If the force is to be reduced, four working days' notice will be given the men affected before reduction is made and lists will be furnished the general and local committees except no more than sixteen hours' advance notice is required before abolishing positions or making force reductions under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

NOTE: If it is found necessary to close shops at Sedalia or DeSoto for a certain number of days during the month this is permissible by serving as much advance notice as possible. During such temporary shut-downs sufficient number of men may be retained to take care of emergency work, such emergency force to work regular bulletined hours.

(c) In the restoration of forces senior laid-off men will be given preference in returning to service, if available within fifteen (15) days, and shall be returned to their former positions if possible. In individual cases time limit may be extended by mutual agreement between local committees and local officials. To receive consideration under this rule men affected must leave

their names and addresses and also change of addresses with the local supervisor and local committee.

(d) Local Committee and General Chairman will be furnished lists of men to be restored to service.

(e) In reducing force the ratio of apprentices remaining in service shall not exceed the ratio provided for in Rule 37.

TRANSPORTATION— **EMPLOYES LAID OFF:** RULE 22. Employees laid off on account of reduction in force, who desire to seek employment elsewhere will, upon application, be furnished with a pass to any point desired on the railroad.

TRANSFERRING MEN WHO HAVE BEEN LAID OFF: RULE 23. (a) While forces are reduced, if men are needed at any other point, such men as are laid off by reason of force reductions will be given preference to transfer with privilege of returning to home station when force is increased, such transfers to be made without expense to the company. Seniority to govern all cases.

(b) Employees transferred under this rule shall acquire seniority at the point to which transferred from the date they commence work thereat except as modified in the note below, such seniority so established shall be forfeited when released at that point for any cause.

NOTE: In the application of Rule 23, paragraph (a), it is agreed, in order to avoid confusion and delay, that employees desiring to be considered for work under provisions of this Rule 23, paragraph (a), will be required to sign a form indicating their desire, when laid off by reason of force reduction, to transfer to other points where employment is available. They may indicate on this form their desire to transfer to (a) Master Mechanic's territory only, (b) a district only, or (c) any point on the railroad. The form will show their seniority division, as well as their craft, and their seniority date with the date furloughed. They shall also declare on this form that they understand that they are required to accept employment as offered and must report within 15 days of the date notified. The form will also show that they understand that they will not be permitted to cancel or withdraw the desire expressed on the form signed within less than sixty (60) days of the date signed. A new form may be signed however for the purpose of extending the territory in which the employee is willing to work and/or to express a willingness

to accepting temporary work as well as regular assignment. The form shall also state that they understand that if the form is cancelled or withdrawn they will not be permitted to make another such request within sixty (60) days from the date the request is withdrawn, provided they are in a furlough status during this period of time.

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

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

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

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

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

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

Employes transferring under Rule 23 will have their vacations rescheduled to meet the needs of the service

at the point to which transferred, seniority to govern in the selection of the available dates.

Men who are laid off on the effective date of this agreement will file request for transfer within thirty (30) days thereafter or all rights to transfer will cease until 120 days after the effective date of this agreement.

ALLOWANCE WHEN SHOPS ARE CLOSED: RULE 24. 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.

SENIORITY: RULE 25. (a) Seniority of employees in each craft covered by this agreement shall be confined to the point and seniority subdivision employed.

(b) At points where forces are under separate Master Mechanics, Shop Superintendents or District Supervisors of electricians, separate seniority lists will be maintained, unless otherwise mutually agreed.

(c) On or before January 1 of each year a list of employees' names which are to be added or dropped from the seniority roster will be posted as notice and for protest in places accessible to the employees in each seniority district and shall remain posted until the last day of February of that year. The general and local chairmen shall be furnished with a copy of such notice and protest list and, upon presentation of proof of error during the period of posting, such error will be corrected before the revised roster for the calendar year is compiled and the additions or elimination shown on the corrected notice and protest list shall be considered permanent. The revised roster will be signed by the local chairman and the officer issuing the roster before posting and copies thereof furnished to the local and general chairmen.

Craft	Seniority Division
Machinists	Machinists Apprentices Machinist Helpers Axle Turners and Car Wheel Borers (Western and Southern Districts only)
Boilermakers	Boilermakers Apprentices Boilermaker Helpers Flue Welders (Western and Southern Districts only)

Craft	Seniority Division
Blacksmiths	Blacksmiths Apprentices Blacksmith Helpers Springmakers (Western and Southern Districts only) Springmaker Helpers (Western and Southern Districts only)
Sheet Metal Workers	Sheet Metal Workers Apprentices Sheet Metal Worker Helpers Brass Molders (Western and Southern Districts only) Brass Molders Helpers (Western and Southern Districts only)
Electrical Workers	Electricians Apprentices Electrician Helpers Generator and Motor Attendants Crane Operators Traveling Electricians (Western and Southern Districts only) Telephone Maintainers (Western and Southern Districts only) Division Electricians (Gulf District only)
Carmen—No. 1	Patternmakers
Carmen—No. 2	Upholsterers
Carmen—No. 3	Painters, Silver Platers
Carmen—No. 4	Consolidated with No. 6
Carmen—No. 5	Freight Car Truckmen and Oilers (Western and Southern Districts)
Carmen—No. 6	All Other Carmen
Carmen—No. 7	Apprentices
Carmen—No. 8	Coach Cleaners

Helpers of all classes hold seniority in subdivision in which employed.

(d) Men transferred or promoted by the company to positions as supervisors or other official capacity will retain their home point seniority unimpaired so long as continuity of service is unbroken.

(e) The seniority of employees will date from the time pay starts when employed or re-employed.

Seniority between two or more men who are employed and commenced work at the same time will be determined by the order in which their applications were received.

(f) When changes in engine terminals or engine runs at any point results in reduction in force, employes displaced thereby may exercise their seniority at the point to which such work is transferred to the extent only that force is increased to take care of such transferred work.

Whenever abolished shops or roundhouses are re-established, men laid off will be called back as per Rule 21.

ASSIGNMENT OF WORK: RULE 26. (a) None but mechanics or apprentices regularly employed as such shall do mechanic's work as per special rules of each craft, except foremen at points where no mechanics are employed.

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

(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 that it may be necessary to have performed.

LEAD WORKMEN: RULE 27. In small gangs a lead workman may be assigned, who in addition to performing regular work of his class will take the lead and will assign and direct the work of other members of the gang. For such service a differential rate of six cents (6¢) per hour will be paid in addition to the established rates for his class. Such positions will be bulletined and the senior applicant assigned if in the opinion of the supervising officers he possesses the necessary fitness and ability.

DUTIES OF HELPERS: RULE 28. Helpers when working with mechanics or apprentices will perform service to the full extent of their capabilities.

WELDERS: RULE 29. (a) In compliance with the special rules included in this agreement, none but mechanics and their apprentices in their respective crafts shall operate oxyacetylene, thermit, or electric welders. Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes, except the use of the cutting torch when engaged in wrecking service or in cutting up scrap. At points

where there is not sufficient welding for a member of each craft at the point employed, a welder or welders of any craft employed may do the welding for all crafts.

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

TEMPORARILY FILLING FOREMANSHIP: RULE 30. Should an employee be assigned temporarily to fill the place of a foreman he will receive the established rate of the position and be governed by working conditions and rules of such position.

TIME CLAIMS AND GRIEVANCES: RULE 31. (a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within 60 days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of 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 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the

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

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

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

(f) This agreement is not intended to deny the right of the employes to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

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

(h) All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen or other employe representation.

(i) The foregoing portions of this Rule 31 making provision for formal presentation of claims and grievances and setting up certain limits of time for progression of the same on appeal are not intended to do away with the long existing practice of employes or local committees to handle minor grievances with the foremen and general foremen, but if not disposed of at that level and the employe or the committee desires to formally present a time claim or grievance, the same must

be done in accordance with paragraph (a) of this rule to the officer of the Carrier designated in the note below, and if appealed, must be handled in accordance with the foregoing portions of this rule to the officer of appeal as named in the note following this rule.

NOTE: The officer first named below has been designated by the Carrier as the officer authorized to receive written claims and grievances and the succeeding officers are those to whom appeals may be taken, subject to change by the Carrier upon notice to General Chairmen. All points except Sedalia and DeSoto Shops and Palestine Reclamation Plant

Time claims and grievances other than discipline
Master Mechanic, Chief Mechanical Officer, Chief Personnel Officer

Discipline
Superintendent, Assistant General Manager, Chief Mechanical Officer, Chief Personnel Officer

Sedalia and DeSoto Shops

Time claims and grievances including discipline
Shop Superintendent, Chief Mechanical Officer, Chief Personnel Officer

Palestine Reclamation Plant

Time claims and grievances including discipline
Storekeeper in charge, General Purchasing Agent, Chief Personnel Officer.

DISCIPLINE— **RULE 32.** (a) An employe covered by this agreement who has been in service more than 30 days, or whose application has been formally approved, shall not be disciplined or dismissed without first being given a fair and impartial investigation by an officer of the railroad. He may, however, in proper cases, be held out of service pending such investigation which shall be promptly held.

(b) At a reasonable time prior to the investigation, the employe will be apprized of the precise charge against him and the time, date and place set for the investigation. The employe shall have a reasonable opportunity by this notice to secure the presence of necessary witnesses, and representation if he so desires. A copy of the notice directing the employe to report for investigation shall be furnished to the local chairman of the craft involved, but failure to furnish the local chairman with copy of the notice shall not constitute a violation of this agreement or provide any basis for a contention that the notice to the employe to report for investigation was defective.

(c) An employee under investigation may be represented at the investigation by the duly authorized local committee who may be assisted by an officer and/or officers of the System Federation or International Organization. (Attorneys for the Federation excluded.) If the employee does not desire the duly authorized local committee to represent him, the employee may act as representative and will be permitted to examine witnesses. In event the employee elects to represent himself, the local committee will be permitted to be present at the investigation and be present at any conferences in connection with an appeal by the employee to the officer administering discipline if discipline is assessed. Copy of each statement made a matter of record at the investigation will be furnished to the employee and the local committee.

(d) If it is found that the charges against the employee are not sustained, the record of the employee shall be cleared of the discipline; if suspended or dismissed, the employee shall be reinstated to his former position, unless otherwise mutually agreed, and shall be compensated for the wage loss, if any suffered.

(e) Nothing herein shall abridge the right of the Carrier to reinstate, with original seniority status, an employee who may have been dismissed for reason other than prescribed in the Union Shop Agreement dated January 12, 1953. No employee will be reinstated under this paragraph (e) who has been out of service for more than one year without the concurrence of the General Chairman.

COMMITTEES: RULE 33. The Company will not discriminate against any committee-men, who, from time to time, represent other employees, and will grant them leave of absence and free transportation when delegated to represent other employees.

REGULAR AND HELPER APPRENTICES: RULE 34. (a) There will be three recognized classes of apprentices; namely, regular, helper and special.

(b) All apprentices must be able to speak, read and write the English language and have a grammar school education.

(c) Applicants for regular apprenticeship shall be between sixteen and twenty-four years of age, and if accepted shall serve eight (8) periods of 130 eight (8) hour days of service each, overtime excluded. If retained in the service at the expiration of their appren-

ticeship they shall be paid not less than the minimum rate established for journeymen mechanics of their respective crafts.

(d) In selecting helper apprentices, ability and seniority will govern and all selections will be made in conjunction with the respective craft shop committees; helpers in service will be given first consideration.

NOTE: See special rules of each craft for additional apprentice rules.

SPECIAL APPRENTICES: RULE 35. (a) Special apprentices shall be selected from young men between the ages of eighteen and twenty-six years who have had a technical school education, and shall serve six (6) periods of 130 eight (8) hour days of service each, overtime excluded.

(b) Special apprentices shall receive training in the various departments in the different classes of work of the different crafts in the maintenance of equipment departments, and may be moved from place to place or on any class of work at the discretion of the management.

(c) In computing the ratio of apprentices to mechanics, special apprentices will be included, the number of same not to exceed five (5) per cent of the total.

(d) If retained in the service at the completion of the six (6) periods of 130 eight (8) hour days, as specified in paragraph (a), the apprentice may choose the craft in which he desires employment and shall receive a special rate for a period of one (1) year, at the expiration of which he shall be classified and receive the minimum rate of the craft in which employed.

(e) The rates of pay for special apprentices for the six (6) periods of 130 eight (8) hour days will be as shown under "Rates of Pay" following Rule 138.

INDENTURES: RULE 36. (a) All apprentices must be indentured and shall be furnished with a duplicate of indenture by the Company, which will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade.

(b) No apprentice will be started at points where there are not adequate facilities for learning the trade.

(c) Rule 34 shall govern in the employment of apprentices.

FORM OF INDENTURE

This will certify that.....
was employed as.....Apprentice
by the
Railroad at
on, 19.....
to serve.....periods of 130 eight (8) hour days of
service each, overtime excluded.

.....
(Title of Officer in Charge)

SERVICE PERFORMED DURING APPRENTICESHIP

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

.....
(Title of Officer in Charge)

*NOTE: The indenture form is to be used both for
regular and helper apprentices. (Helper apprentices to
serve six (6) periods of 130 eight (8) hour days of
service each, overtime excluded).*

MISCELLANEOUS RULES: **RULE 37.** (a) The ratio of
apprentices in their respective
crafts shall not be more than
one to every five mechanics,
except that one Electrician Apprentice may be em-
ployed at San Antonio so long as there are two or more
electricians employed at that point.

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

(c) If within the first period of training an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice.

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

(e) Upon the completion of his apprenticeship at any point, an apprentice will automatically establish seniority as a journeyman mechanic in his respective craft at such point, which will date from the time of completion of apprenticeship.

(f) Preference will be given to sons of employes in the selection of apprentices to the extent of at least eighty (80) per cent of the number employed.

(g) Two apprentices shall not be assigned to work together as partners.

(h) Apprentices shall not be assigned to work on night shifts or on Sundays and holidays.

APPLICANTS FOR EMPLOYMENT: RULE 38. Applicants for employment shall fill out necessary application blanks and employment shall be considered temporary until application has been approved. The application shall be approved or disapproved within thirty (30) days after applicant begins work, except in the event of applicant giving false information, when approval may be revoked at any time.

CONDITIONS OF SHOPS: RULE 39. (a) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in good repair and in a clean, dry, and sanitary condition.

(b) Shops, locker rooms, and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

PERSONAL INJURIES: RULE 40. (a) Employes injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter.

(b) Proper medical attention will be given at the earliest possible moment, and when able, employe shall be permitted to return to work for a period not to exceed sixty (60) days without signing a release pending final settlement of the case.

NOTICES: RULE 41. A place will be provided inside all shops and enginehouses where proper notices of interest to employes may be posted.

FREE TRANSPORTATION: RULE 42. (a) Employes covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other employes in service.

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

PROTECTION OF EMPLOYEES: RULE 43. (a) Employes will carefully observe the rules of the Company, designed to avoid accident and personal injuries.

(b) Employes will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to work in engine cabs or emergency work on engines or cars set out for or attached to trains.

(c) When it is necessary to make repairs to engines, boilers, tanks, and tank cars, such parts shall be cleaned before mechanics are required to work on same. This will also apply to cars undergoing general repairs.

(d) Employes will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

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

EMERY WHEELS AND GRINDSTONES: RULE 44. Emery wheels and grindstones will be installed at convenient places in the shop and will be kept true and in order.

HELP TO BE FURNISHED: RULE 45. Sufficient helpers will be furnished to handle such work as required. When experienced helpers are on duty and available they will be used in preference

to inexperienced men. Laborers may be used to fill temporary vacancies as helpers and when so used will be paid helpers' rate.

SCRAPPING ENGINES: RULE 46. Work of scrapping engines, boilers, tanks, and cars or other machinery may be performed by any class of available help under the direction of a Foreman or mechanic.

MISCELLANEOUS: RULE 47. No employe will be required to work under a locomotive or car without being protected by proper signals. Where the nature of the work to be done requires it, locomotives or passenger cars will be placed over a pit, if available.

RULE 48. In enginehouses not now equipped with connections for taking the steam from engines, arrangements will be made to equip them so that steam from locomotives will not be blown off inside the house.

RULE 49. All engines will be placed under smoke-jacks in enginehouse, where practicable, when being fired up.

RULE 50. At shops and enginehouses equipped with electricity, electric light globes and extensions will be kept in tool rooms available for use.

MACHINISTS' QUALIFICATIONS: RULE 51. Any man who has served an apprenticeship or has had four (4) years' experience at the machinists' trade and who, by his skill and experience, is qualified and capable of laying out, and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planing, grinding, finishing or adjusting the metal parts of any machine or locomotive whatsoever within a reasonable length of time may qualify as a machinist.

MACHINISTS' CLASSIFICATION OF WORK: RULE 52. (a) Machinists' work, including regular and helper apprentices, shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling, and grinding of metals used in building, assembling, maintaining, dismantling (see Note A) and installing machinery, locomotives and engines (operated by steam or other power), engine inspecting; pumps, engine jacks, cranes,

hoists, elevators, pneumatic and hydraulic tools and machinery, shafting and other shop machinery, ratchet and other skilled drilling and reaming except on drill presses (see Note B); tool and die making, tool grinding, axle truing, axle, wheel and tire turning and boring; air equipment, lubricator and injector work; removing, replacing, grinding, bolting and breaking of all joints on exhaust pipes and super-heaters; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work; machine and link grinding and passenger motor cars; removing, repairing and applying trailer and engine trucks and parts thereof; cab stands or sheets, waste sheets, runningboard brackets, headlight brackets, hand rail brackets, smoke stack saddles, smoke stacks, sand boxes and dome castings; locomotive spring and spring rigging work, driver brake and brake rigging (see Note C); and all other work generally recognized as machinists' work. Machinists may connect and disconnect any wiring, coupling, or pipe connections necessary to make or repair machinery or equipment.

NOTE A: In the dismantling of locomotives and machinery for repairs, all work incident thereto in connection with the job of dismantling these locomotives and machinery for repairs, shall be performed by mechanics and helpers. In the assignment of mechanics and helpers the number of helpers assigned shall not exceed the number of mechanics assigned, and this combined number of men constituting the crew shall perform either mechanics' work or helpers' work irrespective of their classification and without regard to classification of work under other rules of this agreement.

NOTE B: Ratchet and other skilled drilling and reaming on drill presses is machinist helper's work.

NOTE C: All jobs involving removing and applying driver brake and brake rigging shall be performed by mechanics and helpers. In the assignment of mechanics and helpers the number of helpers assigned shall not exceed the number of mechanics assigned, and this combined number of men constituting the crew shall perform either mechanics' work or helpers' work irrespective of their classification and without regard to classification of work under other rules of this agreement.

(b) This rule shall not be construed to prevent engineers, firemen, cranemen, operators of steam shovels, ditchers, clam shells, wrecking outfits, pile drivers and

other similar equipment from making any repairs to such equipment as they are qualified to perform while away from back shops.

(c) Machinists shall use the most efficient tools provided by the Company to perform the work assigned to them.

MACHINIST RULE 53. Helpers' work shall consist of helping machinists and apprentices, operating power driven hack saws and cold cut off saws, drill presses, including work named in Note B of Rule 52-(a), bolt threaders, 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; machinery oiling, belt repairing, locomotive oiling and box packing; locomotive tender truck and draft rigging work; applying and removing engine truck, trailer and tank brasses; applying, connecting and disconnecting all couplings between engine and tender, and all other work generally recognized as helpers' work.

WORK AT RULE 54. In case of wrecks where **WRECKS:** engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wrecker foreman, and be paid on same basis as wrecker employes.

APPRENTICES— RULE 55. Apprentices shall **CLASSIFICATION** be instructed in all branches of **OF WORK:** the machinists' trade. They will serve six (6) of their 130 day training periods on machines and special jobs. Apprentices will not be required to work more than three (3) months on any one machine or special job. During the last two (2) training periods of 130 days each of their apprenticeship they will work on the floor. Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in their last four (4) 130 day training periods.

HELPER RULE 56. Helpers who have had **APPRENTICES:** not less than two years' experience as machinist helpers at the time application for apprenticeship is made, may become helper apprentices. When assigned as helper apprentices they must not be over 30 years of age.

RULE 57. Helper apprentices shall serve six (6)

periods of 130 eight (8) hour days of service each, overtime excluded and shall be governed by the same laws and rules as govern regular apprentices.

RULE 58. The number of helper apprentices must not at any time exceed 50 per cent of the combined number of regular and helper apprentices assigned.

RULE 59. (a) Helper apprentices shall receive the rates as listed under "Rates of Pay."

(b) Helper apprentices will retain their seniority as helpers for the first 130 eight (8) hour days of service as apprentice.

**DIFFERENTIALS
FOR MACHINISTS:**

RULE 60. (a) At points where there are ordinarily fifteen or more engines tested and inspected each month, and machinists are required to swear to Federal reports covering such inspection, a machinist will be assigned to handle this work in connection with other machinists' work and will be allowed six cents (6¢) 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 six cents (6¢) 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 six cents (6¢) per hour above the minimum rate paid mechanics at the point employed, in accordance with Rule 29.

**BOILERMAKERS'
QUALIFICATIONS:**

RULE 61. Any man who has served an apprenticeship, or has had four years' experience at the trade, or who by his skill and experience can, with the aid of tools with or without drawings, and is competent to either lay out, build or repair boilers, tanks, and details thereof, and complete same in a mechanical manner within a reasonable length of time, may qualify as a boilermaker.

**BOILERMAKERS'
CLASSIFICATION
OF WORK:**

RULE 62. (a) Boilermakers' work, including regular and helper apprentices, shall consist of laying out, building or repairing boilers, tanks and drums; inspecting boilers and staybolts; patching, riveting, chipping, calking, flanging and flue work in fire box; building, repairing and applying steel cabs; applying steel runningboards

and steps; laying out and fitting up any sheet iron or sheet metal work made of 16-gauge iron or heavier in connection with boilermakers' work, including pressed steel fronts and doors, all flue work in front end; inspecting, adjusting and repairing front end netting and draft appliances; ash pans and rigging; engine tender and steel underframes and steel tender truck frames, except where other mechanics perform this work; removing and applying all staybolts, radials, flexible caps and sleeves, crownbolts, stay rods and braces in boilers, tanks and drums; bumping of crown sheets and staybolts; tapping out holes and running in staybolts in new and old work; driving staybolts; applying arch tubes; operators of punch and shear machines except for cutting bar stock and scrap; operating pneumatic staybolt brakers, pneumatic hammers, bull and yoke riveters; boilermakers' work in connection with the building and repairing of steam shovels, derricks, booms, housing, circles and coal buggies; I-beams, channel iron, angle iron and T-iron, steam, air and water tight work in connection with boilermakers' work; drilling, cutting and tapping and operating rolls, except as provided for in Rule 63; oxyacetylene, thermit and electric welding on work generally recognized as boilermakers' work, except as provided for in General Rule 29, and all other work generally recognized as boilermakers' work in the Maintenance of Equipment Department.

(b) Boilermakers shall use the most efficient tools provided by the company in performing work assigned to them.

(c) Boilermakers, in the performance of their work, may remove and replace any parts belonging to the work of other crafts when connected to their work, or which may interfere with their work.

(See letter agreement March 6, 1958, reference gauge of metals as between sheet metal workers and boilermakers—page 87).

BOILERMAKER RULE 63. Employees assigned to
HELPERS: help boilermakers and their apprentices; removing steel cabs and steel runningboards; removing flues and arch tubes; removing grate bars, grates and grate rigging; operators of bolt cutters, flue testing and flue cutting machines; all air jams and other holding on tools; operating motors used in drilling and cleaning telltale holes in staybolts; operating motor for boilermaker when rolling flues in fire box; operating air jam for expanding flues in fire box; holding on all staybolts and rivets,

striking chisel bars, side sets and backing out punches, heating rivets, except when performed by apprentices, operators of drill presses; scaling and sand blasting boilers and any other sand blasting in connection with boilermakers' work; operators of punch and shear machines cutting only bar stock and scrap, building and repairing brick arches and all brick work in fire boxes (see Note A), opening and closing front end doors (Note B); will be considered boilermaker helpers' work.

NOTE A: This does not preclude a laborer (flue borer) from removing and replacing such brick arches incidental to the performance of his work in the blowing of flues, except that he will not replace or renew any broken or missing brick.

NOTE B: All work of opening and closing of front end doors may be performed by helpers or mechanics.

RULE 64. Blank.

RULE 65. Blank.

SPECIAL SERVICES: RULE 66. (a) Flange turners, layers out, and fitters up shall be assigned in shops where flue sheets and half side sheets or fire boxes are flanged, removed, and applied. One man may perform all these operations where the service does not require more than one man. If not fully engaged on the above work, these employees may be assigned to any work of their craft.

(b) Boiler inspectors—staybolt inspectors will be assigned to all points where monthly staybolt and boiler inspection of 15 or more engines is required. When such employees have no inspection work to perform they may be assigned to other boilermakers' work.

SAFETY CONDITIONS: RULE 67. Boilermakers, apprentices and helpers will not be required to work in boilers or tanks while electric or other welding processes are in use or when tires are being heated, unless proper protection is provided.

RULE 68. Not more than one oxyacetylene welding or cutting operator or electric operator will be required to work in firebox or shell of boiler at the same time, unless proper protection is provided.

RULE 69. Oxyacetylene welding or cutting operator or electric operator will be furnished with helper when necessary, or when it is essential for personal safety.

RULE 70. Should it become necessary to send oxy-acetylene welder or cutter or electric operator out of the shop in cold weather, he will be given ample time to dry off before being sent out.

RULE 71. When it is necessary to renew, remove or replace flue, door, side, or crown sheets by means of oxyacetylene or other cutting or welding processes, such portion of the ashpan wings and grates as interfere with the operator, will be removed. Dome caps will be removed and front ends opened up if required, for proper ventilating.

RULE 72. (a) Boilers will have steam blown off and be reasonably cooled before boilermakers or apprentices are required to work in them; blowers will be furnished when possible to do so.

(b) Fireboxes, front ends, and ash pans will be properly cleaned out before boilermakers or apprentices are required to work in them. Fire brick interfering with the work to be performed will be removed.

RULE 73. One boilermaker and one apprentice, or one boilermaker and helper, or one apprentice and a helper will be used to operate a long stroke hammer. A long stroke pneumatic hammer is one having a stroke of 6 inches or over. It shall be used for driving all over $\frac{3}{4}$ -inch rivets on all work in any position. It shall be used for driving staybolts on new or old work. One man to operate air hammer on all other rivets below $\frac{13}{16}$ inch. When a long stroke pneumatic hammer is used in cutting rivets, one boilermaker and one apprentice or one boilermaker and helper or one apprentice and helper will be used. When rolling or expanding superheater flues in firebox, one boilermaker and an apprentice, or one boilermaker and a helper, or one apprentice and a helper will be used.

RULE 74. No tapping or reaming will be done in fireboxes when same is near enough to endanger the men working on inside of firebox. A space of 10 rows of staybolts will be considered sufficient, it being understood that the helper will protect the men with a sleeve over a tap when tapping is being done.

FURNISHING RULE 75. Boilermakers engaged on
HELP: running repair work will be furnished a helper when necessary, or when it is essential for personal safety.

RULE 76. Boilermakers sent out on the road to do boilermakers' work will have helper furnished when necessary.

REMOVAL OF FLUES: RULE 77. When flues (other than burst flues) are to be removed, the front end will be opened and such parts of the draft appliances as interfere will be removed. Center arch pipes in engine, other than those equipped with combustion chambers, which interfere with the performance of the work will be removed.

HELPERS ON FLANGE FIRES: RULE 78. Regular assigned helper will be furnished on flange fires.

RULE 79. Helpers on flange fires will not be asked to go outside of shop to handle fuel during cold weather.

HELPERS: RULE 80. When rivets are to be cut off or backed out, a barrier or sufficient help will be furnished to prevent accidents or personal injury.

RULE 81. Boilermakers or apprentices when using compound motors will be furnished sufficient competent help.

RULE 82. Sufficient help will be furnished when holding on rivets with wedge bars.

HELPER APPRENTICES: RULE 83. (a) Fifty (50) per cent of the apprentices may consist of boilermaker helpers who have had not less than two (2) years' experience as boilermaker helper at the time application for apprenticeship is made.

(b) They shall be between the ages of twenty-one and thirty years and shall serve six (6) periods of 130 eight (8) hour days of service each, overtime excluded.

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

(d) Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in their last four (4) 130 day training periods.

(e) They shall receive the rates listed under "Rates of Pay."

(f) Helper apprentices shall retain their seniority as helpers for the first 130 eight (8) hour days of service as apprentice.

SCHEDULE OF WORK—REGULAR APPRENTICES: RULE 84. The following schedule for regular apprentices, showing the division of time on the various classes of

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

First period—Heating rivets and helping boiler-makers.

Second period—Tank repairing and sheet-iron work.

Third period—Rolling flues; ash-pan work.

Fourth period—Staybolts and setting flues.

Fifth and Sixth periods—General boiler work.

Seventh period—Electric and oxyacetylene welding.

Eighth period—Laying out and flanging.

Helper apprentices will start on third period classification of work.

NOTE: It is intended by this rule that apprentices be given an opportunity to become familiar with use of long stroke hammer.

**DIFFERENTIALS FOR RULE 85. (a) Boiler-
BOILERMAKERS:** makers assigned to boiler inspectors and autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid boilermakers at the point employed, in accordance with Rule 29.

(b) Boilermakers assigned as layers out and/or flangers shall receive eighteen cents (18¢) above minimum rate paid boilermakers.

(c) Boilermakers assigned as fitters up shall receive twelve cents (12¢) above minimum rate paid boilermakers.

(d) At points or on shifts where no inspector is assigned and boilermakers are required to inspect boilers, they will be paid six cents (6¢) per hour above the boilermakers' minimum rate at the point employed for the days on which such inspections are made.

RULE 86. Helpers on flange fires shall receive fourteen and one-half cents (14½¢) per hour above the helpers' rate at point employed.

BLACKSMITHS' QUALIFICATIONS: **RULE 87.** A man who has served an apprenticeship or who has had four (4) years' experience at the blacksmiths' trade shall be considered a blacksmith. He must be able to take a piece of work pertaining to his class and, with or without the aid of drawings, bring it to a successful completion within a reasonable length of time.

BLACKSMITHS' CLASSIFICATION OF WORK:

RULE 88. Blacksmiths' work, including regular and helper apprentices, shall consist of welding, forging, heating, shaping, and bending of metal; tool dressing and tempering; spring-making, tempering and repairing; pot-ashing, case and bichloride hardening; flue welding under blacksmith foremen; forging machines 2 inches and over, drop-forging machines, bolt machines, and Bradley hammers; bulldozers, hammersmiths, drop-hammermen, trimmers, rolling mill operators; oxy-acetylene, thermit and electric welding on work generally recognized as blacksmiths' work, and all other work generally recognized as blacksmiths' work.

BLACKSMITH HELPERS:

RULE 89. Helpers' work shall consist of helping blacksmiths and apprentices, operating furnaces, heating, operating steam hammers, punches and shears, drill presses and bolt cutters; straightening old bolts and rods, cold; building fires, lighting furnaces, and all other work properly recognized as blacksmith helpers' work.

HELPER APPRENTICES:

RULE 90. (a) Fifty (50) per cent of the apprentices may consist of helpers who have had not less than two (2) years' experience.

(b) Seniority shall prevail in the selection of helper apprentices, those selected to be not over thirty-five years of age.

(c) Apprentices selected from helpers shall serve six (6) periods of an eight (8) hour days of service each, overtime excluded. Helper apprentices shall receive the rates as listed under "Rates of Pay."

(d) Helper apprentices shall be governed by the same laws and rules as regular apprentices.

(e) If within the first period of training apprentices show no aptitude to learn the trade, they shall be set back to helping and retain their former seniority as a helper.

(f) After completing their apprenticeship they shall receive prevailing rate paid blacksmiths if retained in the service.

APPRENTICES— MISCELLANEOUS:

RULE 91. Apprentices shall be given an opportunity to learn all branches of the trade and will not be kept on any one class of work longer

than four (4) months. Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in the last four (4) periods of apprenticeship.

HELPERS RULE 92. Blacksmith help-
BUILDING FIRES: ers required to prepare or build coal or coke fires or start oil or gas furnaces outside of their regular working hours, will receive one and one-half time for such service on the minute basis.

COAL AND OIL RULE 93. Coal and oil suitable
FURNISHED: for smithing purposes will be furnished whenever possible.

STEAM HAMMER RULE 94. Competent steam-
OPERATORS: hammer operators will be furnished.

ROAD WORK: RULE 95. Blacksmiths sent out on the road to do blacksmith work will be accompanied by helper when necessary.

SHEET METAL RULE 96. Any man who
WORKERS' has served an apprenticeship
QUALIFICATIONS: or has had four (4) or more years' experience at the various branches of the trade, who is qualified and capable of doing sheet metal work or pipe work as applied to machinery, locomotives, cars, etc., whether it be tin, sheet iron, or sheet copper, with or without the aid of drawings, and capable of bending, fitting and brazing of pipe within a reasonable length of time shall constitute a sheet metal worker.

SHEET METAL RULE 97. Sheet metal work-
WORKERS' ers, brass molders, including
CLASSIFICATION regular and helper apprentices,
OF WORK: work shall consist of tinning, coppersmithing and pipe fitting in shops, on passenger coaches; cabooses and commissary cars (when done in shops) and engines of all kinds; the building, erecting, assembling, installing, dismantling (for repairs only), and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled, and galvanized iron of 10-gauge and lighter (present practice between sheet metal workers and boilermakers to continue relative to gauge of iron). including brazing, soldering, tinning, leading, and babbitting (except car and truck journal bearings), the bending, fitting, cutting, threading, braz-

ing, connecting and disconnecting of air, water, gas, oil and steam pipes and hand rails; the operation of babbitt fires (connection with sheet metal workers' work); oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work; removing, fitting and applying composition or other lagging to boilers and steam pipes (see Note A), and all other work generally recognized as sheet metal workers' work.

NOTE A: All work incidental to the removing, fitting and applying composition or other lagging to boilers and steam pipes may be performed by either mechanics or helpers irrespective of whether it be mechanic's work or helper's work under other rules of this agreement.

(See letter agreement March 6, 1958, reference gauge of metals as between sheet metal workers and boiler-makers—page 87).

**SHEET METAL
WORKER HELPERS:**

RULE 98. Employees regularly assigned as helpers to assist sheet metal workers and apprentices in their various classification of work (including dismantling parts for repairs); tinning, leading and babbitting car and truck journal bearings; also operators of babbitt fires used in tinning and babbitting car and tender truck bearings and operators of pipe threading machines, shall be known as Sheet Metal Worker Helpers.

NOTE: A differential rate of seventeen cents (17¢) per hour less than minimum rate established for mechanics will be paid to helpers regularly assigned to perform work as operators of pipe threading machines.

**PROTECTION
FOR EMPLOYEES:**

RULE 99. Sheet metal workers shall not be required to remove or apply blow-off or surface pipes or ashpan blowers on boilers under steam.

RULE 100: Blank.

RULE 101: Blank.

**HELPER
APPRENTICES:**

RULE 102. Fifty (50) per cent of the apprentices may be selected from helpers of this craft who have had not less than two (2) years' experience as a sheet metal worker helper and shall not be more than thirty years of age; such apprentices shall serve six (6) periods of 130 eight (8) hour days of service each, overtime excluded.

RULE 103. (a) Helper apprentices will start at the third classification on regular apprentices' schedule when entering their apprenticeship and continue through as regular apprentices. Helper apprentices shall receive the rates as listed under "Rates of Pay."

(b) Helper apprentices will retain their seniority as helper for the first period of 130 days of service as apprentice.

APPRENTICE SCHEDULE OF WORK: RULE 104. Apprentices shall be given an opportunity of learning all branches of the trade. The various classes of work are designed as a guide and will be followed as closely as conditions will permit.

First period—Helping.

Second period—Light pipe work.

Third and Fourth periods—Tinning, babbiting and brazing, laying out and forming.

Fifth and Sixth periods—Engine and car work.

Seventh and Eighth periods—General work.

NOTE: Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in their last four (4) 130 day training periods.

DIFFERENTIALS FOR SHEET METAL WORKERS: RULE 105. (a) Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid sheet metal workers at point employed in accordance with Rule 29.

(b) Sheet metal workers classed and regularly assigned as layer-out men at Little Rock, Sedalia Shops and Kingsville (two men at each point) shall receive six cents (6¢) per hour above minimum rate paid sheet metal workers.

ELECTRICAL WORKERS' QUALIFICATIONS: RULE 106. (a) Any man who has served an apprenticeship or who has had four years' practical experience in electrical work and is competent to execute same to a successful conclusion within a reasonable time shall constitute an electrical worker.

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

**ELECTRICAL
WORKERS'
CLASSIFICATION
OF WORK:**

RULE 107. (a) Electricians' work, including regular and helper apprentices, shall include electrical wiring, maintaining, repairing, rebuilding,

inspecting and installing of all generators, switchboards, meters, motors and controls, rheostats and controls, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries (work to be divided between electricians and helpers as may be agreed upon locally), axle lighting equipment, electric lighting fixtures; winding armatures, fields, magnets, coils, rotors, transformers and starting compensators; inside wiring at shops, and all conduit work in connection therewith; steam and electric locomotives, passenger train and motor cars, electric trucks, telephone equipment on the Western and Southern Districts only and all other work properly recognized as electricians' work.

(b) Electricians and helpers regularly assigned to road work, who have individual expense accounts, will not be paid for time waiting or traveling before or after regular assigned hours at home station, except when required to travel on a rest day or on a holiday they will be paid straight time for all time traveling or waiting unless released and permitted to go to bed for six (6) hours or more. In no case shall he be paid for less than eight (8) hours each day while on duty and shall be paid the overtime rate in accordance with overtime rules for all work performed outside of regular assigned hours at home station.

(c) (Western and Southern Districts only.) Telephone maintainers will be paid a monthly rate to cover all services rendered except as hereinafter provided. They will be assigned one regular rest day per week, Sunday if possible. Rules applicable to the classification of electrician shall apply to service for monthly rate telephone maintainers on their assigned rest day. Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week. The straight time hourly rate for such employees shall be determined by dividing the monthly rate by 208-2/3 hours. Further wage adjustments, so long as monthly rates remain in effect, shall be made on the basis of 208-2/3 hours per month. Except as specifically provided in this paragraph (c), the rules applicable to monthly rated telephone maintainers prior to September 1, 1949, shall continue without change.

(d) Regularly assigned road men shall be placed on separate seniority list and will not hold seniority with Shop, Roundhouse and Coach Yard electricians.

(See Memo Agreement of September 20, 1949, applicable to Gulf District and Memo Agreement of June 30, 1954, applicable to Western and Southern Districts.)

GENERATOR ATTENDANTS, CRANE OPERATORS: RULE 108. Men employed as generator attendants, motor attendants (not including water service motors), and substation attendants who start, stop, oil and keep their equipment clean and change and adjust brushes for the proper running of their equipment and power and switchboard operators; operators of electric traveling cranes, capacity 40 tons and over; electric crane operators for cranes of less than 40-ton capacity.

ELECTRICAL WORKER HELPERS: RULE 109. Employees regularly assigned as helpers to assist electrical workers and apprentices, electric lamp trimmers, the washers and cleaners of primary and storage batteries, operators of portable cranes, shall be known as Electrical Worker Helpers.

HELPER APPRENTICES: RULE 110. Fifty (50) per cent of the apprentices may be selected from helpers of this craft who have had not less than two (2) years' experience as electrical worker helpers and shall not be more than thirty years of age. Such apprentices shall serve six (6) periods of 130 eight (8) hour days of service each, overtime excluded.

REGULAR APPRENTICE SCHEDULE OF WORK: RULE 111. The following schedule for regular apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as possible:

First, Second and Third periods—Inside wiring and electrical repairing.

Fourth period—Locomotive headlight work.

Fifth period—Car lighting department.

Sixth period—Armature winding.

Seventh and Eighth periods—General electrical work.

NOTE: Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in their last four (4) 130 day training periods.

HELPER APPRENTICE SCHEDULE OF WORK: RULE 112. Helper apprentices shall receive the rates as listed under "Rates of Pay." If within the first period of 130 eight (8) hour days they show no aptitude to acquire the trade, they will be set back to helping and retain their former seniority as a helper. After completing their apprenticeship, they shall receive the prevailing rate paid electricians, if retained in the service.

RULE 113. The following schedule for helper apprentices, showing the division of time on the various classes of work, is designed as a guide and will be followed as closely as possible:

First and Second periods—Inside wiring and electrical repairing.

Third period—Locomotive headlight work.

Fourth period—Car lighting department.

Fifth period—Armature winding.

Sixth period—General electrical work.

NOTE: Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in their last four (4) 130 day training periods.

HANDLE BATTERIES AND MIX ACID: RULE 114. Men engaged in the handling of storage batteries and mixing acid must be provided with acid-proof rubber gloves, hip boots and aprons.

WELDERS: RULE 115. Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid electrical workers at point employed, in accordance with Rule 29.

CARMEN QUALIFICATIONS: RULE 116. Any man who has served an apprenticeship, or who has had four years' experience as a carman, and is capable of performing car work, and who with the aid of tools with or without drawing can lay out, build or perform the work of his craft or occupation in a mechanical manner within a reasonable length of time, may qualify as a carman.

CLASSIFICATION OF WORK

CARMEN CLASSIFICATION OF WORK: RULE 117. Carmen's work, including regular and helper apprentices, shall consist of building, maintaining, painting, upholstering and inspecting of all passenger and freight

cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask making and all other carpenter work in shops; carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing, removing and applying wooden locomotive cabs; pilots, pilot beams, running boards, foot and headlight boards, tender frames and trucks (see note); pipe and inspection work in connection with air brake equipment on passenger and freight cars; applying patented metal roofings; work done with hand forges and heating torches in connection with carmen's work; painting with brushes, varnishing, surfacing, decorating, lettering, cutting of stencils and removing paint (not including use of sand blast machine or removing in vats); all other work generally recognized as painter's work under the supervision of the locomotive and car departments except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, car inspectors, safety appliance and train car repairers; oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and in all other work generally recognized as carmen's work.

(Western and Southern Districts only.)

Truckmen's work: All work below sills, to include application of draft gear and couplers, car oiling, box packing and applying brasses.

NOTE: Draft gear does not apply to draft lugs and draft arms.

Where sufficient work for truckmen is not available they will be used to the best advantage, providing the truckmen do not displace carmen by performing work provided for in the carmen's classification.

CARMEN **RULE 118.** Employees regularly assigned to help carmen and apprentices,
HELPERS: employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting, operators of sand blast machines, removing of paint on other than passenger cars preparatory to painting, painting with spraying machines on freight car equipment, operators of bolt threaders, nut tappers, drill presses, punch and shear operators; holding on rivets, striking chisel bars, side sets, and backing out punches using backing hammer and sledges in assisting carmen in straightening metal parts of cars; car oilers and packers; applying and removing brasses on cars; cleaning journals, repairing steam and air hose, assisting carmen in erecting scaf-

folds, and all other work generally recognized as carmen helper's work, shall be classed as helpers.

WRECKING CREWS: RULE 119. (a) Regularly assigned wrecking crews will be composed of carmen and helpers, where sufficient men are available, and will be paid for such service under Rule 7, except that the proper officer may select wrecking engineers from any class of mechanics in service giving preference to mechanics employed as carmen. Meals and lodging will be provided by the Company while crews are on duty in wrecking service.

(b) When needed men of any class may be taken as additional members of wrecking crews to perform duties consistent with their classification.

RULE 120. When wrecking crews are called for wrecks or derailments outside of yard limits, a sufficient number of the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen and helpers will be called to perform the work, if available.

INSPECTORS: RULE 121. (a) Men assigned to inspecting safety appliance and light repair work, must be able to speak and write the English language, and have a fair knowledge of the A.A.R. (Association of American Railroads) rules and safety appliance laws.

(b) Inspectors and other carmen in train yards will not be required to take record, for conducting transportation purposes, of seals, commodities, or destination of cars where clerks are on duty.

SAFETY APPLIANCE MEN: RULE 122. Men assigned to follow inspectors in yards to make safety appliance and light running repairs, shall not be required to work on cars taken from trains to repair tracks, except when there is not sufficient work in train yards to fully occupy their time.

PROTECTION FOR REPAIRMEN: RULE 123. Switches of repair tracks will be kept locked with special locks and men working on such tracks shall be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing that it is performed properly.

RULE 124. Trains or cars while being inspected or worked on by train yard men will be protected by blue

flag by day and blue light by night, which will not be removed except by men who place same.

MISCELLANEOUS: RULE 125. Air hammers, jacks and all other power driven machinery and tools, operated by carmen, their helpers or apprentices, will be furnished by the Company and maintained in safe working condition.

TOOLS: RULE 126. Crayons, soapstones, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering, and striping pencils and brushes will be furnished by the company.

ROAD WORK: RULE 127. When necessary to repair cars on the road or away from the shops, carmen, and helper when necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timbers, arch bars, center pins, putting cars on center, truss rods, and wheels and work of similar character.

RULE 128. Shops, repair yards, and train yards, where carmen are employed, will be kept as clean as the progress of the work will reasonably permit.

APPRENTICES: RULE 129. Regular apprenticeships will be established in all branches of the trade. Apprentices shall be governed by the general rules covering apprentices.

RULE 130. Apprentices shall not work on oxyacetylene, thermit, electric or other welding processes until they are in their last four (4) 130 eight (8) hour day period.

HELPER APPRENTICES: RULE 131. (a) Fifty (50) per cent of the apprentices may be selected from carmen helpers who have had not less than two (2) years' experience at the point and branch employed.

(b) Helper apprentices shall not be over thirty years of age and will serve six (6) periods of 130 eight (8) hour days each, overtime excluded.

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

(d) Helper apprentices shall receive the rates as listed under the "Rates of Pay." At the completion of their apprenticeship, if retained in the service they shall receive the mechanics' rate of pay.

(e) Helper apprentices will retain their seniority as helpers the first 130 day period of apprenticeship.

PAINTER APPRENTICES— **RULE 132.** Regular apprentices—Division of time for
REGULAR: painter apprentices:

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

First period—Freight car painting.

Second period—Color room, mixing paint.

Third period—General locomotive painting.

Fourth and Fifth periods—Brush work, passenger equipment.

Sixth, Seventh and Eighth periods—Lettering, striping, varnishing and such laying out and designing as the shop affords.

SCHEDULE OF WORK— **RULE 133.** Helper apprentices — Division of
PAINTER HELPER time for painter apprentices:
APPRENTICES:

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

87 days—Freight car painting.

87 days—Color room, mixing paint.

87 days—General locomotive painting.

216 days—Brush work, passenger equipment.

303 days—Lettering, striping, varnishing and such laying out and designing as the shop affords.

REGULAR APPRENTICES— **RULE 134.** The
CARMEN SCHEDULE following schedule
OF WORK: for regular apprentices, showing

the division of time on the various classes of work, is designed as a guide and will permit:

First, Second and Third periods—General freight car work, wood and steel.

Fourth period—Air brake work.

Fifth period—Mill machine work.

Sixth, Seventh and Eighth periods—General coach work, wood and steel.

Upholster apprentices shall be given an opportunity to learn all branches of the upholster trade.

**HELPER APPRENTICE
CARMEN—SCHEDULE
OF WORK:**

RULE 135. The following schedule for helper apprentices, showing the division of

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

First and Second periods—General freight work, wood and steel.

Third period—Air brake work.

Fourth period—Mill machine work.

Fifth and Sixth periods—General coach work, wood and steel.

**DIFFERENTIALS
FOR CARMEN:**

RULE 136. (a) Autogenous welders shall receive six cents (6¢) per hour above the minimum rate paid carmen at point employed, in accordance with Rule 29.

(b) Carmen regularly assigned as layer-outs on car work and steel carmen regularly assigned as flangers will be paid differential of six cents (6¢) per hour above minimum rate paid carmen of their respective classes; helpers regularly assigned to flange fires will receive two and one-half cents (2.5¢) differential above minimum rate paid helpers.

(c) Regular assigned passenger airmen (one man at Kingsville and one man at Sedalia) will be paid passenger carmen's rate.

**ONE-MAN POINTS—
OUTLYING POINTS:**

RULE 137. (a) A "one-man point" is an outlying point where there is employed one carman days, and one nights, or where there is only one carman employed. Carmen stationed at one-man points shall be paid by the hour and under the rules governing running-repair forces, except that the eight (8) hours constituting a day's work may be worked within a spread of twelve (12) consecutive hours during the period when services are required.

No release and return to duty will be assigned between 12:00 midnight and 5:00 A.M. Overtime will be paid for all time on duty in excess of the spread of twelve (12) hours.

(b) For the purpose of applying the provisions of this Rule 137, an outlying point is one that does not fall within the definition of a one-man point per Paragraph (a) and where there is no carmen's seniority

roster maintained as of the effective date of this agreement. Those small points where seniority roster is maintained which carry only the names of those who acquired seniority at that point prior to 1936 shall be considered the same as those points where no seniority roster is maintained in the application of this Paragraph (b).

(c) Seniority will be acquired at one-man points and at outlying points when men are regularly assigned to positions at such points and their seniority will be confined to that point. Men who bid for and are assigned to one-man points or outlying points, using their seniority at their home point, will retain seniority at the home point but may not return to the home point and exercise seniority unless they are no longer able to hold a regular assignment at the one-man point or outlying point, and when seniority is exercised at the home point, they will no longer hold seniority at the one-man point or outlying point.

(d) When vacancies occur at one-man points or outlying points, they shall be posted on all bulletin boards within the area in which the vacancy occurs. Those men who hold seniority at one-man point or outlying point shall receive first preference in making the assignment regardless of seniority. For the purposes of the application of this paragraph, memorandum of agreement has been entered into this date dividing the property into areas.

(e) When men from other areas accept permanent transfer under Rule 15 at a one-man point or outlying point, they will in addition to acquiring seniority at the one-man point or outlying point also acquire seniority at a home point in the area. If more than one home point in the area, he will be required to designate which home point he desires.

COACH CLEANERS: RULE 138. (a) Coach Cleaners will be included in this agreement and receive overtime as provided herein, except for services performed continuous with and in advance of regular work period, they shall be compensated therefor on the minute basis at rate of time and one-half time, and when notified or called to perform work not continuous with the regular work period will be allowed a minimum of three hours for two hours' work or less; if held on duty in excess of two hours, time and one-half time will be allowed on the minute basis.

(b) The starting time of any shift shall be agreed

upon between the local officers and the employees' local committee, based on service requirements. This rule is not to be construed to interfere with present practice of starting men at different time at certain points where service requirements demands, but this practice will not be extended except to meet special service requirements that might arise, and then only after a mutual agreement with the local committee.

(c) Coach Cleaners at outlying points may be worked eight hours within a period of twelve consecutive hours.

(d) They may be assigned to any other unskilled work during their eight hour period of service.

(e) Where employees of the coach cleaners' class covered by agreement between this Carrier and the Organization referred to in the foregoing are engaged in supplying bunkers of passenger cars with ice for air conditioning purposes more than four hours in any eight hour period they will receive a differential of 4¢ per hour for the entire eight hour period. The jobs referred to in this section, which pay differential rates, will be advertised with the understanding that if for any reason the jobs are not bid in by male employees, the Organization hereby agrees with the Carrier that junior male employees will be assigned to these positions.

(f) The provisions set forth in Section (e) will not prohibit the Carrier's supervisory officers from requiring other services of the coach cleaners referred to in Section (e), neither will this agreement have the effect of prohibiting the use of other employees to perform this class of work, when, in the judgment of the Carrier's employing officer, it is required. Coach cleaners covered by this agreement other than those regularly assigned and referred to in Section (e) who are used for the work of icing cars for air conditioning purposes will be paid the differential rate referred to in Section (e) for the full eight-hour work day if they perform this service for more than four hours in any eight hour period. Employees (coach cleaners) covered by this agreement who perform this service less than four hours will be paid the differential of 4¢ per hour on the actual minute basis, with a minimum of one hour.

RATES OF PAY

Rates of pay shown are the basic rates of pay effective November 1, 1958, (excluding adjustments under escalator clause) established by application of Agreement signed at Chicago, Illinois, November 1, 1956, by

Eastern, Western and Southeastern Carriers' Conference Committees and the Employees of such Railroads represented by the Employees' National Conference Committee, Eleven Cooperating Railway Labor Organizations.

Basic Rates effective November 1, 1958

Classification	Rate Per Hr.
Machinists—Government inspection	\$2.48
Machinists—Journeyman	2.42
Machinists—Engine truck, car axle turners and car wheel borers	2.37
(Western and Southern Districts only)	
Machinist Helpers	2.095
Boilermakers—Government inspection	2.48
Boilermakers—Flangers, layers out.....	2.60
Boilermakers—Fitters up	2.54
Boilermakers—Journeyman	2.42
Boilermaker Helpers—Flange fire.....	2.25
Boilermaker Helpers—Regular	2.105
Blacksmiths—Hammersmiths (2 at Little Rock and 2 at Sedalia), operating 5000 and 3300 pound hammers	2.695
Blacksmiths—Hammersmiths and frame fire.....	2.60
Blacksmiths—Heavy fire	2.48
Blacksmiths—Journeyman	2.42
Blacksmiths—Operators of 4-inch forging ma- chine at Sedalia.....	2.48
Blacksmiths—Operators of 5-inch forging ma- chine and over.....	2.48
Blacksmiths—Operators of forging machines 2 inches and under 5 inches.....	2.42
Blacksmith Helpers (furnace operators-heaters) for hammersmiths and frame fire.....	2.31
Blacksmith Helpers, heaters on heavy fire (at forge)	2.25
Blacksmith Helpers, heaters on heavy fire, 5-inch forging machine and heavy fire work.....	2.25
Blacksmith Helpers with hammersmiths and frame fire	2.165
Blacksmith Helpers' hammer operators regu- larly assigned to operate steam hammers.....	2.18
Blacksmith Helpers—Regular	2.105
Sheet Metal Workers—Layer out (2 at Little Rock, 2 at Sedalia and 2 at Kingsville, Rule 105-B)	2.48
Sheet Metal Workers.....	2.42
Brass Moulders	2.42
Sheet Metal Workers-Helpers, Regular.....	2.095
Brass Moulder Helpers.....	2.095

Classification	Rate Per Hr.
Electricians	2.42
Electrician Helpers—Regular	2.095
Generator Attendants, Motor Attendants, Sub- Station Attendants, Power Switchboard Op- erators, Electric Crane Operators, 40-ton ca- pacity and over.....	2.37
Electric Crane Operators for cranes of less than 40-ton capacity	2.25
Telephone Maintainers (Western and Southern Districts)	482.90
Carmen—Autogenous Welders, all classes, ex- cept freight car work.....	2.48
Autogenous Welders, on freight car work.....	2.435
Pattern Makers	2.455
Carmen—Journeymen, on passenger car repairs, cabinetmaking, mill mechanics, upholstering, silverplating, painting (first class) and loco- motive carpenter work.....	2.42
Carmen—Air brake test rack operators.....	2.42
Carmen—Freight car builders and repairers, car inspectors (passenger and freight), passenger car truck and platform men, plain painting all classes, except spraying machines.....	2.375
Carmen—Freight car truckmen and oilers (West- ern and Southern Districts).....	2.205
Carmen—Helpers (all classes).....	2.095
Carmen—Air brake men and triple valve repairers	2.375
Coach Cleaners (as now established at various points)	

NOTE: Lead workmen, all classes, 6¢ per hour over established minimum rate for class.

APPRENTICES

	Boilermaker and Blacksmith		Machinist Sh. Metal Worker Electrician Carmen Helper
	Regular	Special	
First period	\$1.84	\$2.07	\$2.105
Second period	1.87	2.095	2.13
Third period	1.91	2.12	2.155
Fourth period	1.945	2.14	2.18
Fifth period	1.97	2.165	2.20
Sixth period	2.005	2.19	2.225
Seventh period	2.07		
Eighth period	2.135		

RECLAMATION PLANT—PALESTINE ASSIGNMENT AND CLASSIFICATION OF WORK

Work generally recognized as that coming under the individual crafts covered by this agreement will be classified as such so far as conditions will permit. When there is not sufficient work to justify employing a mechanic or helper of each craft, the mechanic, mechanics or helpers shall, so far as capable, perform the work of any craft that may be necessary. Welders of each craft will receive 6¢ per hour differential.

Basic Rates Effective November 1, 1958

Classification	Rate Per Hr.
Machinists—Lead Machinists	\$2.48
Machinists—Journeyman	2.42
Machinists—Helpers	2.08
Blacksmiths—Lead Blacksmith	2.48
Blacksmiths—Journeyman	2.42
Blacksmiths—Helpers	2.095
Sheet Metal Workers.....	2.42
Electricians	2.42
Carmen—Mill Mechanic	2.42
Carmen—Carpenter	2.375
Carmen—Painter	2.375
Carmen—Carpenter Helper	2.07
Bolt Header Mach. Operator.....	2.24
Drill Press Operator.....	2.095
Scrap Shearman	1.96
Laborers	1.86

Apprentices—

First period	1.84
Second period	1.85
Third period	1.885
Fourth period	1.92
Fifth period	1.96
Sixth period	1.98
Seventh period	2.05
Eighth period	2.11

This consolidated agreement shall be effective June 1, 1960, and shall continue in effect until changed in accordance with the procedure required by the Railway Labor Act.

Signed at St. Louis, Missouri, this 5th day of May, 1960.

For the Employees:

SYSTEM FEDERATION NO. 2, RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO, MECHANICAL SECTION THEREOF.

- (s) E. P. Clawson,
General Chairman,
I. A. of M.
(Western & Southern
Districts)
- (s) W. E. Austin,
General Chairman,
I. A. of M.
(Gulf District)
- (s) R. E. Martin,
General Chairman,
S. M. W. I. A.
- (s) J. A. Muschietty,
General Chairman,
I. B. of E. W.
- (s) W. H. Bond,
General Chairman,
B. R. C. of A.
- (s) J. B. Carpenter,
General Chairman,
I. B. of B. I. S. B. B. F. & H.
- (s) J. B. Carpenter,
General Chairman,
I. B. of B. I. S. B. B. F. & H.
- (s) W. H. Bond,
System Federation No. 2,
President
- (s) R. E. Martin,
System Federation No. 2,
Secretary-Treasurer

For the Carrier:

MISSOURI PACIFIC RAILROAD COMPANY

- (s) B. W. Smith,
Chief Personnel Officer

MISSOURI PACIFIC RAILROAD CO.

A G R E E M E N T

Between the

**MISSOURI PACIFIC RAILROAD
COMPANY**

and

**EMPLOYES SPECIFIED HEREIN IN
THE MAINTENANCE OF EQUIP-
MENT DEPARTMENT**

Represented by the

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

Affiliated with

**SYSTEM FEDERATION No. 2
RAILWAY EMPLOYES'
DEPARTMENT
A. F. of L. - C. I. O.**

**Rules Governing the Hours of Service
and Working Conditions**

Effective June 1, 1960

SCOPE: RULE 1. These rules govern the hours of service and working conditions of stationary engineers, stationary firemen; power house laborers, fire knockers, fire builders, flue blowers and borers, engine watchmen, sand dryers, transfer-table operators, rod cup fillers, supplymen, front end and fire box blackers, engine wipers and washers, acetylene generator attendants, inside hostler attendants, tractor operators, shop, enginehouse and car department laborers (including their gang leaders) and Palestine Reclamation Plant and Scrap Yard laborers.

HOURS OF SERVICE AND WORK WEEK: RULE 2. (Not applicable to engine watchmen at outlying points).

Section 1—Hours of Service.

(a) Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work, except as hereinafter provided.

(b) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by an understanding between the local officers and the employees' local committee, based on service requirements.

NOTE: This rule is not to be construed to interfere with the present practice of starting men at different time at certain points where service requirement demands, but this practice will not be extended except to meet special service requirement that may arise, and then only after a mutual agreement with Local Committee.

Section 2—Work Week.

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

(a) General.

Subject to the exceptions contained in this agreement, the Carrier will establish a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions of this agreement which follow:

(b) Five-day Positions.

On positions the duties of which can reasonably be met in five (5) days, the days off will be Saturday and Sunday.

(c) Six-day Positions.

Where the nature of the work is such that employees will be needed six (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-day Positions.

On positions which have been filled seven (7) days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular Relief Assignments.

All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement, all regular relief assignments to be bulletined.

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.

(f) 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 this Section 2, paragraph (b), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.

(g) Non-consecutive 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 (c), (d) and (e), the following procedure shall be used:

- (1) All possible regular relief positions shall be established pursuant to this Section 2, paragraph (e).
- (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- (3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- (5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.
- (6) If after all the foregoing has been done there still remains service which can only be performed by requiring 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) non-consecutive days off.
- (7) The least desirable solution of the problem would be to work some regular employees on the sixth or seventh day 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.

(h) 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.

MEAL PERIOD: RULE 3. (Not applicable to engine watchmen at outlying points.)

(a) Except hereinafter provided, the meal period shall not be less than thirty (30) minutes nor more than one (1) hour.

(b) If the meal period is not afforded within the allowed or agreed time limit, and is worked, the meal period shall be paid for at the pro rata rate and twenty (20) minutes with pay in which to eat shall be afforded at the first opportunity.

(c) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case not to exceed twenty (20) minutes shall be allowed in which to eat without deduction in pay when the nature of the work permits.

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

OVERTIME AND CALLS: RULE 4. (Not applicable to engine watchmen at outlying points.)

(a) Employees will be allowed time and one-half time on minute basis for service performed continuous with and in advance of regular work period.

(b) No overtime hours will be worked without authority of a superior officer, except in case of emergency, where advance authority is not obtainable.

(c) Employees notified or called to perform work not continuous with the regular work period will be allowed a minimum of four (4) hours for two (2) hours forty (40) minutes work or less. If held on duty in excess of two (2) hours forty (40) minutes time and one-half time will be allowed on the minute basis.

(d) Employees will not be required to suspend work during regular work period for the purpose of absorbing overtime.

(e) An employee working on more than one class of work on any day will be paid the higher rate for actual time worked on the minute basis. When temporarily assigned by the proper officials to lower rated positions, his rate of pay will not be reduced.

(f) 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 under paragraph (g) of Section 2 of Rule 2.

(g) Employees worked 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 under paragraph (g) of Section 2 of Rule 2.

(h) 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 and travel time 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.

**OVERTIME CHANG-
ING SHIFTS:** RULE 5. (Not applicable to engine watchmen at outlying points.)

Employees changed from one shift to another will be paid overtime rates for the first shift of each change. This will not apply when returning to their regular shift nor when shifts are exchanged at the request of employees involved or in the exercise of their seniority rights.

NOTE: In the application of the foregoing it is understood that relief assignments consisting of different shifts will be kept to a minimum, however, such assignments will be excepted from the requirements of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

**RELIEF WORK
REST DAYS AND
HOLIDAYS:** RULE 6. (Payment of time and one-half for holiday service shall not apply to engine watchmen at outlying points).

(a) Employees required to perform work on their rest days and the following legal holidays, viz: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and

Christmas (provided when any of the above holidays fall on Sunday the day observed by the State, Nation or by Proclamation shall be considered a holiday) shall be paid at the rate of time and one-half.

When assigned to work on their rest days or the above specified holidays, a less number of hours than constitute the regular assignment on other days, employees shall be paid at the rate of time and one-half for the actual time worked with a minimum of three (3) hours' pay at the pro rata rate.

The above method of payment shall apply to employees who work in the place of those assigned to work on their rest days and/or holiday work.

Employees not assigned to work on their rest days and/or holiday work and called to work on their rest days and/or holidays will be paid at the rate of time and one-half.

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

(b) A relief employee working in the place of a regular employee on the latter's assigned rest days will be paid therefor at the straight time rate, except such relief employee, if worked on a designated holiday, shall be compensated therefor under the provisions of paragraph (a).

(c) Where rest days are being accumulated under paragraph (g) of Section 2, Rule 2, work on rest days will be paid for at the pro rata rate, however, if work is performed on a designated holiday the employee will be paid therefor under the provisions of paragraph (a).

NOTE: Notice will be posted five (5) days preceding a holiday listing the names of employees assigned to work on the holidays. Men will be assigned from the men on each shift who would have a day on which the holiday falls as a day of their assignment if the holiday had not occurred and will protect the work. Local Committee will be advised of the number of men required and will furnish names of the men to be assigned but in event of failure to furnish sufficient employees to complete the requirements, the junior men on each shift will be assigned beginning with the junior man.

(d) Effective May 1, 1954, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to

which assigned for each of the above-enumerated holidays when such holiday falls on a workday of the workweek of the individual employee.

(e) An employee shall qualify for the holiday pay provided in paragraph (d) hereof if compensation paid by the Carrier is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of an 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.

EMERGENCY ROAD SERVICE: RULE 7. (Time allowances for work performed on road not applicable to engine watchmen at outlying points).

(a) Employees regularly assigned to work at an enginehouse, shop or on repair track, required by direction of proper officer to leave home station for road work, will be allowed the rate of the position to which temporarily assigned (but not less than the rate of his regular position at the home station), and will be paid for all time worked, subject to a minimum of eight (8) hours for each day so used or held in temporary service. Travel time outside of the regular hours at the home station will be additionally paid for at the pro rata rate. Where meals and lodging are not provided by the railroad company actual necessary expense will be allowed.

(b) Wrecking service employees will be paid under this rule, except that all time working, waiting or traveling on their rest days and holidays will be paid for at rate of time and one-half, and all time working, waiting or traveling on other days after the recognized straight time hours at home station will also be paid for at rate of time and one-half, except if during the time on road a man is relieved from duty for five (5) hours or more, such relief time will not be paid for.

Employees will be called as nearly as possible one (1) hour before leaving time. If required to leave home station during overtime hours they will be allowed one (1) hour preparatory time at straight time rate.

DETERMINING HOURLY AND DAILY RATES: RULE 8. To compute the hourly rate of monthly rated power plant employees take the number of working days constituting a

calendar year, multiply by eight and divide the annual salary by such total hours, which is exclusive of overtime and disregarding time absent on vacation, sick leave, holidays or for any other cause. In determining the hourly rate, fractions less than one-half ($\frac{1}{2}$) cent will not be counted; one-half ($\frac{1}{2}$) cent and over will be counted as one (1) cent.

DISCIPLINE AND RULE 9. GRIEVANCES:

Section 1. Time Claims and Grievances.

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

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

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employe and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 9 months from the date of said officer's decision proceedings are instituted by the

employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the 9 months' period herein referred to.

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

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

(f) This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

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

(h) All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen or other employee representation.

(i) The foregoing portions of this Rule 9 making provision for formal presentation of claims and grievances and setting up certain limits of time for progression of the same on appeal are not intended to do away with the long existing practice of employees or local committees to handle minor grievances with the foremen and general foremen, but if not disposed of at that level and the employee or the committee desires to formally present a time claim or grievance, the same must be done in accordance with paragraph (a) of this Section to the officer of the Carrier designated in the note below, and if appealed, must be handled in accordance with the foregoing portions of this rule to the officer of appeal as named in the note following this section.

NOTE: The officer first named below has been designated by the Carrier as the officer authorized to receive written claims and grievances and the succeeding officers are those to whom appeals may be taken, subject to change by the Carrier upon notice to General Chairman.

All points except Sedalia and DeSoto Shops and Palestine Reclamation Plant

Time claims and grievances other than discipline
Master Mechanic, Chief Mechanical Officer, Chief Personnel Officer

Discipline

Superintendent, Assistant General Manager, Chief Mechanical Officer, Chief Personnel Officer

Sedalia and DeSoto Shops

Time claims and grievances including discipline
Shop Superintendent, Chief Mechanical Officer, Chief Personnel Officer

Palestine Reclamation Plant

Time claims and grievances including discipline
Storekeeper in charge, General Purchasing Agent, Chief Personnel Officer

Section 2. Discipline—Investigations.

(a) An employe covered by this agreement who has been in service more than 30 days, or whose application has been formally approved, shall not be disciplined or dismissed without first being given a fair and impartial investigation by an officer of the railroad. He may, however, in proper cases, be held out of service pending such investigation which shall be promptly held.

(b) At a reasonable time prior to the investigation, the employe will be apprized of the precise charge against him and the time, date and place set for the investigation. The employe shall have a reasonable opportunity by this notice to secure the presence of necessary witnesses, and representation if he so desires. A copy of the notice directing the employe to report for investigation shall be furnished to the local chairman of the craft involved, but failure to furnish the local chairman with copy of the notice shall not constitute a violation of this agreement or provide any basis for a contention that the notice to the employe to report for investigation was defective.

(c) An employe under investigation may be represented at the investigation by the duly authorized local

committee who may be assisted by an officer and/or officers of the System Federation or International Organization. (Attorneys for the Federation excluded.) If the employee does not desire the duly authorized local committee to represent him, the employee may act as representative and will be permitted to examine witnesses. In event the employee elects to represent himself, the local committee will be permitted to be present at the investigation and be present at any conferences in connection with an appeal by the employee to the officer administering discipline if discipline is assessed. Copy of each statement made a matter of record at the investigation will be furnished to the employee and the local committee.

(d) If it is found that the charges against the employee are not sustained, the record of the employee shall be cleared of the discipline; if suspended or dismissed, the employee shall be reinstated to his former position, unless otherwise mutually agreed, and shall be compensated for the wage loss, if any suffered.

(e) Nothing herein shall abridge the right of the Carrier to reinstate, with original seniority status, an employee who may have been dismissed for reason other than prescribed in the Union Shop Agreement dated January 12, 1953. No employee will be reinstated under this paragraph (e) who has been out of service for more than one year without the concurrence of the General Chairman.

SENIORITY: RULE 10. (a) Seniority begins at the time the employee's pay starts.

(b) Rights accruing to employees under their seniority entitle them to consideration for positions in accordance with their relative length of service with the railroad.

(c) Laborers will not be considered as permanently employed and their seniority rights will not apply until they have been continuously employed for sixty (60) days.

SENIORITY ROSTERS: RULE 11. (a) Seniority rosters by seniority districts at each point will be separately compiled and show name, classification and date of employment.

(b) Seniority rights of employees covered by this agreement will be confined to point employed.

(c) On or before January 1 of each year a list of employees' names which are to be added or dropped

from the seniority roster will be posted as notice and for protest in places accessible to the employees in each seniority district and shall remain posted until the last day of February of that year. The general and local chairmen shall be furnished with a copy of such notice and protest list and, upon presentation of proof of error during the period of posting, such error will be corrected before the revised roster for the calendar year is compiled and the additions or eliminations shown on the corrected notice and protest list shall be considered permanent. The revised roster will be signed by the local chairman and the officer issuing the roster before posting and copies thereof furnished to the local and general chairmen.

OFFICIAL POSITIONS: RULE 12. Employees transferred or promoted to supervisory positions will retain their seniority rights at the point and in the class of service from which promoted.

PROMOTIONS: RULE 13. (a) Promotions shall be based on ability, merit and seniority. Ability and merit being sufficient, seniority shall prevail, the ranking officer at the point employed to be the judge. This shall also apply in assigning employees to fill vacancies or new positions. Employees working nights, who may desire day work, shall be given preference when vacancies occur, according to their seniority rank.

(b) Employees accepting promotion and failing to qualify within thirty (30) days may return to their former positions. Employees declining promotion will not lose their seniority.

FILLING VACANCIES OR NEW POSITIONS: RULE 14. (a) New jobs created and vacancies will be bulletined and the oldest employees in point of service shall, if sufficient ability is shown by fair trial, be given preference in filling.

NOTE: The exercising of seniority to displace junior employees usually termed rolling or bumping will not be permitted.

(b) Bulletins must be posted five (5) days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the official in charge and a copy of the application will be given to the local chairman. Assignments will

be promptly made and assignment notice will be posted within five (5) days following closing time for acceptance of bids.

(c) Vacancies, except vacation vacancies, known to be of fifteen (15) days' or more duration will, if the vacancy is to be filled, be advertised as "temporary vacancies" in the manner prescribed in (b) of this Rule 14. A vacancy created by assignment of an employe to a temporary vacancy will not be advertised as a temporary vacancy, but the bulletin will show the reason for the vacancy. When the employe creating a temporary vacancy returns, he will assume his regular assignment, and the employe or employes who have moved up by reason of his absence will be required to displace on the position to which previously assigned if the same is still in existence. Employes assigned to temporary vacancies will be subject to displacement by senior man who has displacement rights.

(d) An employe exercising his seniority rights under this rule will do so without expense to the railroad; if after a fair trial of not to exceed thirty (30) days he fails to qualify for the new position, he may return to his former position.

NOTE: Employes will not be permitted to bid from one job to another job which has the same rate of pay, hours of service and rest days, except for positions advertised which bear the following titles:

Stationary Fireman
Power Plant Laborers
Engine Watchmen
Sand Dryers
Supplymen
Acetylene Generator Attendants
Inside Hostler Attendants
Tractor Operators
Gang Leaders

RULE 15. Blank.

REDUCTION OF FORCES: RULE 16. (a) Regular established daily working hours will not be reduced below eight (8) hours to avoid making force reduction.

(b) If the force is to be reduced, four working days' notice will be given the men affected before reduction is made and lists will be furnished the general and local committees except no more than sixteen hours' advance notice is required before abolishing positions or making force reductions under emergency condi-

tions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employes involved in the force reductions no longer exists or cannot be performed.

NOTE: If it is found necessary to close shops at Sedalia or DeSoto for a certain number of days during the month this is permissible by serving as much advance notice as possible. During such temporary shut-downs sufficient number of men may be retained to take care of emergency work, such emergency force to work regular bulletined hours.

(c) When employes laid off by reason of force reduction desire to retain their seniority rights they must file with the proper officers and local committeeman their address and any change of address. Failure of employe to return to service within fifteen (15) days of notification will cause forfeiture of seniority.

(d) Local committee and General Chairman will be furnished lists of men to be restored to service.

RESTORATION OF FORCE: RULE 17. When forces are increased senior laid-off employes will be given preference in returning to work.

WHEN LESS THAN EIGHT HOURS WORKED: RULE 18. When less than eight (8) hours are worked for convenience of employes, or when, due to inclement weather, interruptions occur to regular established work period preventing eight (8) hours' work, only actual hours worked or held on duty will be paid for.

LEAVE OF ABSENCE: RULE 19. (a) When the requirements of the service will permit, employes, on request, will be granted leave of absence for a limited time, not to exceed thirty days, with privilege of renewal.

(b) An employe absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper official and committee representing his craft.

(c) The arbitrary refusal of a reasonable amount of leave to employes when they can be spared, or failure to handle promptly cases involving sickness or business

matters of serious importance to the employe, is an improper practice and may be handled as unjust treatment under this agreement.

COMMITTEES: RULE 20. The Company will not discriminate against any committeemen, who, from time to time, represent other employes, and will grant them leave of absence and free transportation when delegated to represent other employes.

TRANSFER AND TEMPORARY SERVICE: RULE 21. Employes assigned to temporary service or temporarily transferred by direction of the Management from one point to another, will retain their seniority at their regular point of employment.

ATTENDING COURT: RULE 22. Employes taken away from their regular assigned duties at the request of the Management to attend court, or to appear as witnesses for the railroad, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place with a minimum of one (1) day's pay for each day held at court, and, in addition, necessary expenses while away from headquarters. Any fee or mileage accruing will be assigned to the railroad.

PAYING OFF: RULE 23. (a) Employes will be paid off during their regular working hours, semi-monthly.

(b) Should the regular pay day fall on a holiday or days when the shops are closed down, men will, when practicable, be paid on the preceding day.

(c) When there is a shortage equal to one day's pay or more in the pay of an employe, if requested, a voucher will be issued to cover the shortage, otherwise the shortage will be carried over to the next pay period.

(d) Employes leaving the service of the company will be furnished with a time voucher covering all time due ordinarily within twenty-four (24) hours where time vouchers are issued and within sixty (60) hours at other points, or earlier when possible (Saturdays, Sundays and holidays excepted).

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

FREE TRANSPORTATION: **RULE 24.** Employees covered by this agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other shop employees in service.

ENGINE WATCHMEN AT OUTLYING POINTS: **RULE 25.** (a) Engine watchmen at outlying points shall be paid an hourly basis. A day's work shall be not less than eight (8) hours.

(b) The provisions of Section 2 of Rule 2 of this agreement establishing a five-day week shall be applicable to engine watchmen at outlying points.

(c) Hours worked in excess of eight (8) hours on any day shall be considered overtime and paid at the pro rata overtime rate. Employees worked more than five (5) days in a workweek shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work week, except where such work is performed by an employee due to moving from one assignment to another or where days off are being accumulated under paragraph (g) of Section 2 of Rule 2.

ABSENCE FROM WORK WITHOUT LEAVE: **RULE 26.** Employees shall not lay off without first obtaining permission from their foremen to do so, except in cases of sickness or other good cause of which the foreman shall be promptly advised.

FAITHFUL SERVICE: **RULE 27.** 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 to such light work in their line as they are able to handle.

CONDITIONS OF SHOPS: **RULE 28.** (a) Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets, and wash rooms will be kept in good repair and in a clean, dry, and sanitary condition.

(b) Shops, locker rooms, and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

ABANDONMENT OF FACILITIES: RULE 29. In the event of permanent abandonment of an engine or shop terminal, for any reason, resulting in furlough of employees covered by this Agreement, such employee will, upon application be given preference over new employees to any work in their class at other points in the district from which furloughed.

TERMINATING CLAUSE: RULE 30. This agreement becomes effective June 1, 1960, and shall continue in effect until changed in accordance with the procedure required by the Railway Labor Act.

Signed at St. Louis this 5th day of May, 1960.

For the Carrier:

(s) B. W. Smith,
Chief Personnel Officer

For the Employees:

(s) W. B. Hayes,
General Chairman,
International Brotherhood of
Firemen and Oilers, Round-
house and Railway Shop
Laborers

System Federation No. 2

(s) W. H. Bond,
President

(s) R. E. Martin,
Secretary-Treasurer

MEMORANDUM OF AGREEMENT
between the
BROTHERHOOD RAILWAY CARMEN
OF AMERICA
and the
MISSOURI PACIFIC RAILROAD COMPANY

Pursuant to Paragraph (d) of Rule 137 of the Consolidated Agreement between the Missouri Pacific Railroad Company and System Federation No. 2, it is agreed that the property will be divided into the following areas:

1. Palestine to Longview, Palestine to Valley Junction, Palestine to Spring, Spring to Fort Worth.
2. San Antonio to but excluding Valley Junction, San Antonio to Laredo, Gardendale to Uvalde, San Antonio to but excluding Odem.
3. Alexandria to Lake Charles, Beaumont to Anchorage, Port Barre to Garden City, Newton to Orange.
4. Houston to but excluding Beaumont, Houston to but excluding Spring, Houston to Baytown, Houston to Brownsville, Odem to Corpus Christi, Sugar Land to Freeport, Harlingen to Rio Grande City.
5. Omaha to but excluding Kansas City, Atchison to Stockton.
6. Kansas City to but not including Sedalia, Kansas City to Myrick and Lexington Subdivision.
7. Osawatomie to Pueblo, Osawatomie to but excluding Durand, Osawatomie to but excluding Kansas City.
8. Wichita to Durand, Wichita to but excluding Geneseo, Wichita to Hardtner, Conway Springs to Larned.
9. Coffeyville to but excluding Conway Springs, Coffeyville to but excluding Pleasant Hill via Nevada, Nevada to Cotter, Rich Hill to but excluding Durand, Coffeyville to but excluding Durand, Coffeyville to and including Russellville.
10. North Little Rock to but excluding Russellville, North Little Rock to but excluding Poplar Bluff, North Little Rock to Texarkana, Gurdon to El Dorado, Hot Springs to but excluding Pine Bluff, Little Rock to but excluding Pine Bluff, Diaz to but excluding Cotter.

11. St. Louis to Sedalia, Jefferson City to but excluding Myrick, Jefferson City to Eldon, St. Louis to Poplar Bluff, Bismarck to Charleston, Poplar Bluff to Charleston, Dupo to Thebes, Chester to Mt. Vernon, Gorham to Benton, Gale to Cairo.
12. Monroe to Paragould, points between (but excluding) Bald Knob and Memphis, McGehee to Tallulah, Vidalia to but excluding El Dorado, Monroe to Felsenthal, Monroe to but excluding Alexandria.

The DeSoto Shop, Sedalia Shop and Reclamation Plant are excluded from the application of Rule 137 and are not included in any of the areas described above, it being the intent that employes holding seniority at DeSoto Shop, Sedalia Shop and Reclamation Plant do not have bidding rights on jobs bulletined at one-man points or at outlying points.

Signed at St. Louis, Missouri, this 12th day of April, 1960.

For the

BROTHERHOOD RAILWAY CARMEN OF
AMERICA

(s) W. H. Bond,
General Chairman

(s) Ray E. Marshall,
Vice President

For the

MISSOURI PACIFIC RAILROAD COMPANY

(s) B. W. Smith,
Chief Personnel Officer

Files 360-926
360-2705-1

DECISION NO. SC-69
Saint Louis, November 27, 1940
A-Co 360-1409

MEMORANDUM AGREEMENT:

In the application of Rule 10 of wage agreement between the Railroad Company and System Federation No. 2, Railway Employees' Department A. F. of

L., Mechanical Section thereof composed of—

International Association of Machinists

International Brotherhood of Boilermakers, Iron

Ship Builders and Helpers of America

International Brotherhood of Blacksmiths, Drop

Forgers and Helpers

Sheet Metal Workers International Association

International Brotherhood of Electrical Workers

Brotherhood Railway Carmen of America

effective July 1, 1936, reading:

"OVERTIME CHANGING SHIFTS

Employees changed from one shift to another will be paid overtime rates for the first shift of each change. This will not apply when returning to their regular shift nor when shifts are exchanged at the request of employees involved or in the exercise of their seniority rights."

AGREED:

(a) In the application of that part of the rule reading:

"Employees changed from one shift to another will be paid overtime rates for the first shift of each change."

applies where employees are changed from one shift to another by the Management and will likewise apply when following rearrangement of force; in force reductions where employees are required to change shifts from day to night, or vice versa, by reason of having been disturbed on their regular assignment and possessing sufficient seniority to be not affected by being displaced from service. Illustration:

5 machinists assigned to first shift

2 machinists assigned to second shift

Force is reduced to 5 machinists, 2 junior men laid off but in the rearrangement of force 2 of the 5 machinists on the first shift were transferred to the second shift displacing the 2 junior machinists

on the second shift. The 2 machinists transferring from the first shift to the second shift will be paid at overtime rates for the first shift (date) of the change.

(b) That upon restoration of forces an employee having been changed from one shift to another by reason of the rearrangement of forces, as illustrated above, he exercises his seniority rights and resumes on the shift from which he was displaced; that he shall be paid at regular rates of pay for the service performed on the shift upon which he exercises his rights to.

In other words, the intent of the foregoing is that employees disturbed by force reductions required to change shifts shall be compensated at the overtime rate for the first shift of the change, but when they return following restoration of forces and rearrangements resulting therefrom, they shall not be paid at the overtime rate for the first shift of the change when going back in the exercise of their seniority rights on their former shift.

(c) In the application of that part of the rule reading:

"This will not apply when returning to their regular shift ***" is applicable only when an employee doubles from the first to the second shift and works his regular first shift the following day. In such a case the employee is paid the straight time rate for the first eight hours' service, time and one-half rate for the second eight hours' service, and straight time for the third eight hours' service, as he was coming back to his regular shift when he doubled over from the second to the first shift.

(d) In the application of that part of the rule reading:

"This will not apply *** when shifts are exchanged at the request of employees involved ***"

is applicable only when the employees trade or voluntarily, by mutual agreement, work other than their regular shift for their own convenience.

(e) In the application of that part of the rule reading:

"This will not apply *** in the exercise of their seniority rights" is applicable only when an employee working, for instance, the first shift bids in the second shift job, and after working his first shift on any given day he

continues on through working the second shift on that same date, that although on the particular date he worked 16 hours, he does not receive pay at the rate of time and one-half for the second eight hours because of the fact that the second eight hours were worked as a result of the employe exercising his seniority rights on the second shift.

FURTHER AGREED that all pending time claims of record (per statement attached) will be adjusted in conformity with this Memorandum Agreement, and that any cases the Employes may have appealed to the National Railroad Adjustment Board will be withdrawn.

MEMORANDUM OF AGREEMENT

between

**GUY A. THOMPSON, TRUSTEE, MISSOURI
PACIFIC RAILROAD COMPANY, DEBTOR**

and

**SYSTEM FEDERATION NO. 2
RAILWAY EMPLOYES' DEPARTMENT,
A. F. of L.**

Composed of:

INTERNATIONAL ASSOCIATION OF
MACHINISTS

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS AND
HELPERS OF AMERICA

INTERNATIONAL BROTHERHOOD OF
BLACKSMITHS, DROP FORGERS AND
HELPERS

SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

BROTHERHOOD RAILWAY CARMEN OF
AMERICA

* * * * *

In order to eliminate disputes which have arisen between the parties hereto by reason of employes covered by the Shop Cratts' Agreement failing to take the rest days of the position while working in the place of Foremen, it is agreed:

When Employes represented by the Organizations parties hereto are selected to relieve Foremen while the latter are ABSENT ON VACATION, and the vacation ends on the last work day of the Foremen's work week, such Employes will not be permitted to return to their own positions until they have taken the rest days of the Foremen's positions. For example:

"A", with an assigned work week Monday through Friday—rest days on Saturday and Sunday, moves up to relieve "B", with an assigned work week Saturday through Wednesday—rest days on Thursday and Friday, while "B" is taking a two-weeks' vacation.

"A" works his own position Monday through Friday, then moves up on Foreman "B's" po-

sition on Saturday and works Saturday through Wednesday, taking the rest days of Thursday and Friday.

"A" repeats this schedule on "B's" position the second week, and will not be permitted to return to his regular position until Monday, the first day of his regular work week on his own position.

It is understood and agreed that if by reason of taking the rest days of the Foreman's position in accordance with the foregoing example, an employe loses any time or fails to secure five (5) days of work in seven (7), there will be no basis or support for claims for loss of earnings and no such claims will be progressed by the Organization involved.

It is further understood and agreed that all time claims previously filed by reason of an employe working his regular position on the rest days of the Foreman's position on which he was relieving will be withdrawn.

This agreement shall remain in effect until changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Louis, Missouri, this 30th day of April, 1954.

File 360-1193-46

St. Louis 3, Missouri
April 15, 1954
VJ-S 235-4
cc 360-1409-27

Mr. G. O. Hawley, President

Mr. O. E. Clark, Secretary

System Federation No. 2
Railway Employees' Department, A. F. of L.
408 Hotel York—6th & Market Streets
St. Louis 2, Missouri

Gentlemen:

In conference with Mr. Johnson on March 30, 1954, at which Messrs. Hawley, Donath and Bond were present, we discussed complaint concerning the availability of employes for work on rest days falling during vacation periods.

During the conference it was contended by you and the two General Chairmen present that some employes return from vacation on the last day of their work week or on one or the other of the rest days following said work week and desire to be used for overtime work prior to the starting time of the first regular work day subsequent to the expiration of the vacation period. You further stated that you desire to reach some understanding as to the availability of employes for work on such days.

It was agreed in the conference that an employe's vacation will begin at the starting time of the first working day of his vacation period and such employe will not be available for work until the first regular starting time of his position after the end of his vacation.

If the foregoing represents your understanding of the agreement reached in conference, kindly so indicate by affixing your signature in the space provided on the ditto copy of this letter and return it to this office, following which necessary instructions will be issued to our people.

We have included space for signature of each of the General Chairmen involved, and they should also indicate their acceptance.

When returning the signed ditto, please let us know how many copies of this agreement you will require and they will be furnished to you.

Yours truly,
GUY A. THOMPSON,
Trustee, Missouri Pacific Railroad
Company, Debtor
(s) T. Short,
Chief Personnel Officer

Agreed and Accepted:

- (s) G. O. Hawley,
President, System Federation
No. 2
- (s) O. E. Clark,
Secretary System Federation
No. 2
- (s) W. J. Donath,
General Chairman, Machinists
- (s) O. E. Clark,
General Chairman, Boilermakers
- (s) O. E. Clark,
General Chairman, Blacksmiths
- (s) C. C. Harris,
General Chairman, Sheet Metal
Workers
- (s) G. O. Hawley,
General Chairman, Electrical
Workers
- (s) W. H. Bond,
General Chairman, Carmen
- (s) G. J. Van Luik,
General Chairman, Firemen &
Oilers
St. Louis, Missouri
December 4, 1945

MEMORANDUM OF UNDERSTANDING

between

MISSOURI PACIFIC RAILROAD

and

**SYSTEM FEDERATION NO. 2, RAILWAY
EMPLOYEES' DEPARTMENT, A. F. L.**

Pursuant to Federal Legislation (i.e., Public Resolution No. 96 of the Seventy-Sixth Congress, and the Selective Training and Service Act of 1940), any employee of this Company who has established a seniority date and who shall be ordered or inducted into the land or naval forces in accordance with such legislation, or has enlisted in the land or naval forces after the declaration of the existence of an emergency by the President of the United States on September 8, 1939, shall upon completion of such service in the land or naval forces be restored to such position with this Company (including rights to promotion) to which his accumulated seniority entitles him the same as if he had remained in the service.

An apprentice who has entered military service and upon completion of such service returns to the railroad in accordance with the law and resumes his training as an apprentice, will, upon completion of his apprenticeship, be given a seniority date as of the date he would have completed his apprenticeship had he remained in the railroad service.

The foregoing to remain in effect until changed or cancelled as provided in the Railway Labor Act as amended.

File 43367-55

March 6, 1958

Subject: Gauge of Metal Agreement
between Boilermakers & Sheet Metal Workers

Mr. B. W. Smith, Chief Personnel Officer
Missouri Pacific Railroad Company
(Western and Southern and Gulf Districts)
Missouri-Illinois Railroad Company
Union Railway Company
Missouri Pacific Building
St. Louis 3, Missouri

Dear Sir:

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

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

"MEMORANDUM OF AGREEMENT"

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

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

"It is further agreed that where work is to be transferred from one craft to the other that involves a full time assignment and where there is an employee regularly assigned, he will remain as assigned, performing the work until such time as he may vacate the job by

the exercising of seniority, retirement or other cause. However, in a reduction of force, if the employee so assigned should be laid off in seniority order, and the work will continue to be performed, it will be assigned to the craft to which it has been awarded until the laid off employee returns to service through the restoration of forces."

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

The foregoing to become effective March 31, 1958.

Yours very truly,

- (s) J. B. Carpenter,
General Chairman,
International Brotherhood of
Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers
and Helpers
- (s) R. E. Martin,
General Chairman, Sheet Metal
Workers International Assn.
- (s) R. E. Martin,
Secretary-Treasurer,
System Federation No. 2

ACCEPTED:

(s) B. W. Smith,

Chief Personnel Officer, March 6, 1958
360-2827

MEMORANDUM OF UNDERSTANDING

In the application of the Note to Rule 5, it is understood and agreed that Helpers or Mechanics who have not acquired seniority as such will not be assigned to holiday work in any classification in which they have not acquired seniority, except where there is an insufficient number of Helpers and Mechanics holding seniority as such available to fill the required number of men desired. In determining the number of Helpers and Mechanics available holding seniority as such, men on another shift, or who have the holiday as one of their rest days, will be considered as available where their use would not cause vacancies on their own shifts.

It is understood that the provisions of this Agreement will remain in effect so long as service performed on the seven recognized holidays referred to in Rule 3 (b) is compensable at the overtime rate of time and one-half, unless otherwise changed in accordance with the provisions of the Railway Labor Act. Signed at St. Louis, Missouri, this 15th day of May, 1953.

File 360-1857-1

St. Louis 3, Missouri
March 11, 1952
BS-S 360-1771

Mr. J. A. Keller, President
Mr. O. E. Clark, Sec'y.-Treas.
System Federation No. 2
Room 408, York Hotel
St. Louis 2, Missouri

Gentlemen :

Confirming telephone conversation Mr. Smith had with Mr. Keller this morning, it is desired that we make a record of the understanding that when notices of abolishments and force reductions are posted the individuals listed therein, who are affected by such abolishments and/or force reductions will not be subject to displacement.

There is attached a sample form of notice which was read to Mr. Keller.

Please indicate your understanding of the foregoing with respect to men not being subject to displacement and your concurrence in this form of force reduction notice by affixing your signatures on the extra copy of this letter attached and return to us.

Yours truly,
(s) T. Short

AGREED:

(s) J. A. Keller,
President
(s) O. E. Clark,
Secretary-Treasurer

9:00 A.M., March 12, 1952

FORCE REDUCTION NOTICE

Reduction of forces will be made beginning with ending of shifts Saturday, March 15th.

MEN AFFECTED ARE:

(6) **MACHINISTS**

.....(List Names)

.....
.....
.....
.....
.....

(5) **MACHINIST HELPERS**

.....(List Names)

.....
.....
.....
.....

(2) **BOILERMAKERS**

.....(List Names)

.....

(2) **BOILERMAKER HELPERS**

.....(List Names)

.....

(2) **SHEET METAL WORKERS**

.....(List Names)

.....

(2) **SHEET METAL WORKER HELPERS**

.....(List Names)

.....

(3) **LABORERS**

.....(List Names)

.....

.....

Men listed above will be furloughed on expiration of four (4) of their assigned working days beginning with the date of March 12.

Individuals listed above are not subject to displacement prior to being furloughed.

.....
Master Mechanic

DECISION NO. SC-105
Saint Louis—January 15, 1942
Co-R 360-248
360-935
52927

MEMORANDUM AGREEMENT:

This Agreement made as of the 15th day of January, 1942, by and between the Missouri Pacific Railroad and System Federation No. 2 Railway Employees' Department A. F. of L. Mechanical Section Thereof.

RECITALS:

The education of apprentices in their respective trades is recognized as being essential, therefore, it is mutually agreed to supplement existing Rules 34 and 35 of wage schedule agreement effective July 1, 1936, that govern the employment and working conditions of apprentices, to-wit:

AGREEMENT:

- 1-(a) Apprentices in service as also those hereafter entering the service will be required to participate in a technical training course, the tuition fees for which will be borne by the railroad.
- (b) The passing grade for each lesson in the apprenticeship course will be 75%.
2. The railroad will provide an apprentice instructor to maintain necessary records and otherwise supervise the training program.
3. The railroad will provide a suitable set of drawing instruments for each apprentice. These instruments will remain the property of the railroad and upon their delivery to an apprentice for his use during his apprenticeship period, he will agree in writing to return them to the railroad in good condition, otherwise he shall be responsible therefor and assume the cost thereof. Upon satisfactory completion of his apprenticeship the drawing instruments will revert to the apprentice without cost.
- 4-(a) An apprentice who fails to maintain the study schedule requirements of two new examinations each month becomes delinquent in any month in which he is one or two examinations behind in schedule. He can clear his

delinquency by submitting the required number of new examinations thus placing himself back on schedule.

- (b) An apprentice who accumulates two (two separate months) uncleared delinquencies (delinquent in submission of his examination papers) can clear his delinquency by submitting the required number of new examinations and thus place himself back on the schedule.
 - (c) An apprentice who accumulates three (three separate months) uncleared delinquencies (delinquent in submission of his examination papers) is subject to removal from service following investigation to be held as provided for in the grievance and discipline rules Nos. 31 and 32 of the wage schedule agreement effective July 1, 1936.
5. An apprentice who removes himself from the service for cause mentioned in Section 4-(c), will, after proper investigation is held, be given one more chance under the following conditions:
- (a) Within 30 days after removal from service the apprentice must personally bring to the officer in charge of the shop point where such apprentice was working a sufficient number of new examinations to put himself back on schedule, and, in addition, reworked examinations on all lessons on which he has previously failed to attain a passing grade.
 - (b) After complying with the requirements of the preceding paragraph the apprentice will then be reinstated.
 - (c) If an apprentice accumulates three uncleared delinquencies a second time, he will be given an investigation in the manner provided for in grievance and discipline rules Nos. 31 and 32 of wage schedule agreement effective July 1, 1936. If the charge is sustained that he is three months delinquent a second time, this will be recognized as sufficient cause for the apprentice's dismissal from service as an apprentice.

In the application of Sections 4-(c), 5-(a) and 5-(c), it is understood that an apprentice may be excused for failure to meet the study schedule requirements of his technical training on account of sickness or any other legitimate cause beyond his control.

- (d) Apprentices in service as of February 1, 1942, will not be disciplined account delinquencies accumulated prior to that date.

Such apprentice will, however, be subject to disciplinary provisions of this agreement for delinquencies occurring subsequent to February 1, 1942.

- (e) An apprentice who is delinquent in his studies upon completion of his apprenticeship will not receive his diploma until after he has cleared his record.

This agreement shall become effective February 1, 1942 and remain in effect until changed in accordance with the procedure required by the Railway Labor Act.

MEMORANDUM OF AGREEMENT

In the application of the revised agreements, effective September 1, 1949, establishing the 40-hour week on the Missouri Pacific Railroad, Missouri-Illinois Railroad, Union Railway Company and Union Terminal Railway Company, it is agreed—

Employees who are not assigned to five (5) days of work per week may be utilized to relieve other employees on their rest days and to take the place of other employees in their absence but will not be utilized to increase the regular force. Such employees, when they take the assignment of regular employees, will have as their days off the regular days off of that assignment, otherwise their work week shall mean a period of seven (7) consecutive days, starting with Monday.

Signed at St. Louis, Missouri, this 20th day of June, 1949.

Files 251-18
251-19
251-21
251-22

MEMORANDUM OF AGREEMENT
between the
MISSOURI PACIFIC RAILROAD COMPANY
and the
EMPLOYES IN THE MAINTENANCE OF
EQUIPMENT DEPARTMENT
represented by the
INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS
AND HELPERS OF AMERICA,
and the
INTERNATIONAL BROTHERHOOD OF
BLACKSMITHS, DROP FORGERS AND
HELPERS

In order to provide a sufficient number of employees to meet the needs of the service,

IT IS AGREED:

When the Carrier is unable to employ qualified Boilermakers or Blacksmiths, Apprentices and Helpers of the Boilermaker Craft will be advanced to Boilermakers, and Apprentices and Helpers of the Blacksmith Craft will be advanced to Blacksmiths, as the case may be, as hereinafter provided. The provisions providing for the temporary advancement of regular and helper apprentices and helpers contained in the Agreement between the Missouri Pacific Railroad Company (Western and Southern Districts) and System Federation No. 2, known as Decision SC 108-1 dated February 1, 1943, insofar as they are applicable to employees of the Boilermaker or Blacksmith Crafts, are superseded by this Agreement. Any agreement or agreements providing for the temporary advancement of regular and helper apprentices and helpers between the old Gulf Coast Lines, the International-Great Northern Railroad Company and the San Antonio, Uvalde and Gulf Railroad Company (now Gulf District) and System Federation No. 14, insofar as they are applicable to employees of the Boilermaker or Blacksmith Crafts, are hereby cancelled and superseded by this Agreement.

Section 1.

- (a) When Boilermakers or Blacksmiths are needed, regular apprentices of the craft involved employed at the point where the need exists who have served 520 days or more of actual service of their apprenticeship will be advanced. Apprentices of the craft involved with the

greatest number of days of apprentice training to their credit will be the first advanced.

- (b) If there is still a need for Boilermakers or Blacksmiths, helper apprentices of the craft involved employed at the point where Boilermakers or Blacksmiths are needed will then be advanced. Helper apprentices of the craft involved with the greatest number of days of apprentice training to their credit will be the first advanced.
- (c) Should the need for Boilermakers or Blacksmiths not be met by the advancement of apprentices as provided in paragraphs (a) and (b) of this Section 1, helpers of the craft in which the need exists employed at the point where Boilermakers or Blacksmiths are needed, who are qualified for advancement, will be so advanced. First choice will be made from helpers with two years or more of service as such. The Master Mechanic or Superintendent of Shops will select the helpers for advancement after discussion with the Local Committee. There will be no claims of any nature made by any employee represented by the Boilermakers or Blacksmiths Organizations parties hereto by reason of any dispute concerning the individual helpers to be advanced.

Section 2.

A list of all men advanced temporarily as Boilermakers or Blacksmiths will be compiled and maintained separately by crafts. The names of the men so advanced will be placed on the list applicable to their respective crafts in the order of their advancement with the date of advancement shown opposite the name of each man shown thereon. The listing of these dates is not to be considered as a seniority date, but when force reductions are made, the demotion from temporary Boilermaker or Blacksmith, as the case may be, will be in the reverse order of advancement.

Men temporarily advanced as provided herein prior to the effective date of this Agreement will be included in the list applicable to their respective crafts and will retain their places on such lists in the same manner as men advanced after the effective date of this Agreement.

Section 3.

- (a) Regular and Helper Apprentices temporarily advanced within their respective crafts will receive one day of credit of apprentice training for each day worked as a Boilermaker or Blacksmith, as the case may be, toward completion of apprenticeship in their respective crafts.
- (b) A helper who has been or who is hereafter advanced to Boilermaker or Blacksmith will retain his seniority as a helper. When he has completed a total of 1,040 days of service as a temporarily advanced Boilermaker or Blacksmith, he shall be considered as a qualified Boilermaker or Blacksmith, as the case may be. Upon completion of 1,040 days of service in the craft in which advanced, he may make his choice in writing to acquire a seniority date as journeyman mechanic in said craft as of the ending of the 1,040 days of service as such and will relinquish his seniority as helper. If he fails to do so he will return to status of helper and will not again be considered in the selection of men for advancement under this Agreement. He may, however, at a later date be employed as a journeyman mechanic in the craft in which he served 1,040 days and acquire a seniority date as such as of the date so employed, but will automatically lose seniority as helper.

Section 4.

Temporarily advanced men will be permitted to make application for vacancies to positions of journeyman mechanics in their respective crafts and if there are no bids received from men who hold seniority in said crafts, the temporarily advanced men making application will be assigned, based upon their position on the list of temporarily advanced men in their respective crafts.

Section 5.

In the application of Rule 37 of the Agreement between the Carrier and System Federation No. 2 effective September 1, 1949, and Rules 36 of the Agreements between the old Gulf Coast Lines, the International-Great Northern and the San Antonio, Uvalde and Gulf (now Gulf District) and System Federation

No. 14, effective September 1, 1949, governing the ratio of apprentices to mechanics, such apprentices and helpers as are temporarily advanced to service as Boilermakers or Blacksmiths as herein provided shall not be considered as mechanics in the calculation of the ratio of apprentices to mechanics. Apprentices, both regular and helper, temporarily advanced to serve as mechanics will be considered as apprentices in the application of Rules 37 and 36 of the respective Agreements referred to in this Section 5 until such time as they have completed the required days of apprenticeship to qualify them as mechanics.

This Agreement shall become effective as of March 1, 1957, and shall remain in effect until amended or cancelled pursuant to the provisions of the Railway Labor Act, as amended.

File 360-1322-40

MEMORANDUM AGREEMENT

The Carrier having made election to make Article III of agreement signed at New York on the fourth day of June, 1953, by the Eastern, Western and South-eastern Carriers' Conference Committees and the General President of the Brotherhood Railway Carmen of America, effective as prescribed therein, it is agreed that an understanding should be reached on the manner in which this Article III will be applied. It is also agreed that the upgrading provisions of agreement known as SC-88-1, dated June 18, 1942, are superseded by this agreement.

IT IS THEREFORE AGREED:

Section 1.

When the Carrier is unable to employ qualified carmen, truckmen, apprentices and helpers will be advanced to carmen as prescribed by this agreement.

Advancements will be made in the following order and manner:

- (a) Truckmen employed at the point where carmen are needed will be given first opportunity for advancement. Truckmen will, at the time, indicate their option in writing. Truckmen electing to be advanced will, in their written acceptance of advancement, state whether they desire to acquire seniority date as carman as of the date advanced and relinquish seniority as truckman, or if they desire temporary advancement without acquiring carman's seniority and retain seniority as truckman.

(Truckmen who have previously been advanced to carman and who are working as such on the effective date of this agreement will indicate in writing, within 10 days, whether they desire to acquire seniority date as carman as of the effective date of this agreement and relinquish seniority as truckman, or if they wish to be considered as temporarily advanced without acquiring seniority as carman and retain seniority as truckman).

- (b) When additional carmen are needed, regular apprentices employed at the point where carmen are needed, who have served 520 days or more of actual service of their apprenticeship, will be advanced. Apprentices with the great-

est number of days of apprentice training to their credit will be the first advanced.

- (c) If there is still need for carmen, helper apprentices employed at the point where carmen are needed will then be advanced. Helper apprentices with the greatest number of days of apprentice training to their credit will be the first advanced.
- (d) Should the need for carmen not be met by the advancement of truckmen and apprentices, helpers employed at the point where carmen are needed, who are qualified for advancement, will be so advanced. First choice to be made from helpers with two years or more of service as such. Master Mechanic or Superintendent of Shops and Local Committee will jointly agree on the helpers to be advanced. In the event there is disagreement on one or more helpers, other helpers on which agreement is reached will be advanced so that the immediate need for carmen will be filled and the names of the helpers not agreed on as qualified for advancement will be referred to the General Chairman and Chief Mechanical Officer for prompt determination of the qualifications of the men involved. If it is determined that the helper or helpers in dispute should be advanced, they will take their places on the upgraded list as of the date they would have been advanced had the dispute not arisen. There will be no claims of any nature made by any employe represented by the Brotherhood Railway Carmen of America by reason of dispute or disputes concerning the individual helpers to be advanced.
- (e) If the foregoing does not fill the need for additional carmen, men having mechanical experience will be employed as helpers and may immediately be advanced to carman and will thereafter come under the provisions of this agreement.

Section 2.

A list of all men advanced temporarily as carman will be compiled and maintained. Men will be listed on the same in the order of their upgrading and the date of upgrading will be shown opposite the name of each man thereon. The listing of the dates is not to be considered as seniority date. When force reduc-

tions are made, the demotion from carman shall be in the reverse order of upgrading as shown on the upgraded list, the last men upgraded to be the first men demoted.

Men temporarily advanced to carmen prior to the effective date of this agreement will be included in the upgraded list provided for above and will retain their places on such list in the same manner as men advanced after the effective date of this agreement.

Section 3.

- (a) Apprentices and helper apprentices temporarily advanced will receive one day of credit of apprentice training for each day worked as a carman toward completion of apprenticeship.
- (b) A helper who has been or who is later advanced to carman will retain seniority as helper. When he has completed a total of 1,040 days of service as carman he shall be considered as a qualified carman. At the completion of the 1,040 days of service he will make his choice in writing to acquire a seniority date as carman as of the ending date of the 1,040 days of service as such and relinquish his seniority as helper. If he fails to do so he will return to status of helper and will not again be considered in the selection of men for advancement under this agreement. He may, however, at a later date be employed as a carman and acquire a seniority date as carman as of the date so employed but will automatically lose seniority as a helper.

Section 4.

Apprentices and helpers returning from the armed services, whose seniority has been protected as provided for by the laws of the United States and by agreement between the Organization and the Carrier will be governed by the following:

- (a) Apprentices who were upgraded, and whose names were carried on the upgraded list at the time they entered the armed services, will retain that position on the upgraded list.
- (b) Apprentices who had not been upgraded at the time they entered the armed services will be given a position on the upgraded list,

based on their days of actual service as compared with days of actual service of other upgraded apprentices, as of the date they entered the armed services as provided for under Section 1 (b) and (c) of this agreement.

- (c) Helpers upgraded to carmen will retain their position on the list of upgraded men if they enter the armed services.

Section 5.

Upgraded men will be permitted to make application for vacancies to positions as carmen and if there are no bids received from men who hold seniority as carmen, the upgraded men making application will be assigned based on their position on the upgraded list.

Section 6.

In the application of Rule 37 of the agreement between the Carrier and System Federation No. 2, effective September 1, 1949, governing the ratio of apprentices to mechanics, such apprentices and helpers who are temporarily advanced to service as carmen shall not be considered as mechanics in the calculation of the ratio of apprentices to mechanics. Apprentices, either regular or helper, upgraded to serve as mechanics will be considered as apprentices in the application of Rule 37 until such time as they have completed the necessary days of apprenticeship to qualify them as mechanics.

This agreement shall become effective as of August 1, 1953 and shall remain in effect until changed or abrogated in accordance with the provisions of Section 6 of the Railway Labor Act as amended.

Signed at St. Louis, Missouri, this 7th day of December, 1953.

Files 360-2280
360-1322

MEMORANDUM OF AGREEMENT

The Memorandum Agreement of December 7, 1953, effective as of August 1, 1953, covering the matter of application of Article III of the National Agreement of June 4, 1953, does not cover the matter of a helper working as an upgraded man at a point away from the point where he holds seniority as a carman helper.

Account of some instances developing and likely to also occur in the future, IT IS AGREED:

1. Carman helpers who work as upgraded men at a point other than where they hold seniority as a carman helper will not be required to protect their seniority as carman helper so long as they are working as an upgraded man away from the point where they hold seniority as a carman helper.
2. In the application of paragraph (b) of Section 3 of the Memorandum Agreement of December 7, 1953, in such instances as described herein a helper who completes the required number of days of service as a carman to qualify him as a carman while working at a point away from the point where he holds seniority as a carman helper will, if he makes his election to acquire a seniority date as carman as of the ending date of the 1,040 days of service as such and relinquishes his seniority as a helper, as provided for in the agreement, be given the option of acquiring a seniority date as a carman at the point where he is working when he completes the 1,040 days of service or at the point where he holds seniority as a carman helper.

Signed at St. Louis, Missouri, this 15th day of November, 1956.

File BS-S 360-2280
cc 360-1322

MEMORANDUM AGREEMENT

This memorandum agreement is supplementary to working agreement between System Federation No. 14, Railway Employees' Department, A. F. of L., Mechanical Section thereof, and International-Great Northern Railroad Company and San Antonio, Uvalde & Gulf Railroad Company and Gulf Coast Lines.

This memorandum agreement is a part of the agreement referred to in the caption and is for the purpose of agreeing to assignments of certain employes as of October 1, 1949. Record of assignments referred to is attached and made a part thereof.

All of the general rules of above mentioned agreement dated September 16, 1944, not in conflict with those herein quoted will apply to division electricians.

DIVISION ELECTRICIANS' QUALIFICATIONS

(a) Any man who has had four (4) years' practical experience in electrical work and is competent to execute same to a successful conclusion will be rated as a Division Electrician.

(b) Division Electricians will not necessarily be Armature Winders.

CLASSIFICATION OF WORK

Division electricians' work shall include the electric wiring, maintaining, repairing, rebuilding, inspection, and installing of all generators, switchboards, meters, motors and controls, electric clocks, fans, annunciating systems, and all appliances associated therewith; including electric lighting and all conduit work in connection therewith, also all other work generally recognized as Division Electricians' work.

NOTE: This rule is not to be construed conflicting with Rule No. 97. (or any other work which has previously been done by shop electrical workers under this rule) of agreement (Mechanical Section) between International-Great Northern Railroad Company, San Antonio, Uvalde & Gulf Railroad Company and Gulf Coast Lines and System Federation No. 14 Railway Employees' Dept., A. F. of L.

SENIORITY

(a) Seniority of Division Electricians will extend over one Division Superintendent's territory.

(b) Division Electricians shall be placed on separate seniority lists and will not hold seniority with shop, roundhouse and coach electricians.

(c) Seniority list will be maintained for Division Electricians.

(d) Seniority of employees will start from the time pay starts when employed.

(e) Seniority lists will be open for inspection and a copy furnished the General Chairman and Local Chairman.

Seniority rosters will be issued by the Division Engineer, in January of each year, showing names, classification, and seniority date of each employee. Seniority date shall be considered permanently established if not protested within 30 days after second posting.

FILLING VACANCIES OR NEW POSITIONS

(a) When new jobs are created, or vacancies occur, the oldest qualified employee on seniority district bidding, shall be assigned to the position. If no qualified employee bids, bulletins will be posted at all shop points on the seniority district in order that Mechanical Department Electricians will be given preference in transferring to the Division Electricians' roster. Oldest employee on the seniority district, bidding, will be assigned.

(b) Bulletins must be posted ten (10) days before vacancies are filled permanently.

(c) Employees desiring to avail themselves of this rule will make application to the officer issuing such bulletin. Bulletins and assignments will be furnished the General Chairman and Local Chairman.

MONTHLY RATED EMPLOYEES

Division Electricians will be paid a monthly rate to cover all services rendered except as hereinafter provided. They will be assigned one regular rest day per week, Sunday if possible. Rules applicable to the classification of shop electricians shall apply to service for monthly rated Division Electricians on their assigned rest day. Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week. The straight time hourly rate for such employees shall be determined by dividing the monthly rate by 208-2/3 hours. Further wage adjustments, so long as monthly rates remain in effect, shall be made on the basis of 208-2/3 hours per month.

Palestine, Texas
September 20, 1949
File 360-1461

MEMORANDUM OF AGREEMENT
between
GUY A. THOMPSON, TRUSTEE
MISSOURI PACIFIC RAILROAD COMPANY,
DEBTOR
and
SYSTEM FEDERATION NO. 2
RAILWAY EMPLOYEES' DEPARTMENT,
A. F. of L.
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

Traveling Electricians and Helpers have heretofore been carried on three separate seniority rosters generally coextensive with the respective territories under the jurisdiction of the Electrical Supervisors headquartered at Kansas City, St. Louis and Little Rock.

Effective July 16, 1954, a plan has been approved by the Carrier whereby the Traveling Electrical Forces will be divided between the Western Operating District and the Southern Operating District.

This Memorandum of Agreement has for its purpose the consolidation of the three seniority rosters of Traveling Electricians and Helpers in the manner hereinafter provided.

IT IS THEREFORE AGREED:

1. One roster of Traveling Electricians and Helpers regularly assigned to road work will be made for the Western District, except the Eastern Division, and shall contain the names of all Electricians and Helpers now carried on the Kansas City Roster of Traveling Electricians and Helpers under the jurisdiction of Electrical Supervisor at Kansas City. Traveling Electricians and Helpers carried on the Western District Roster shall have seniority rights to positions on the Western District, except the Eastern Division.
2. One roster of Traveling Electricians and Helpers regularly assigned to road work will be made for the Southern District, and in addition thereto the Eastern Division, and shall contain the names of all Electricians and Helpers now carried on the St. Louis Roster and on the Little Rock Roster of Traveling Electricians and Helpers under the jurisdiction of Electrical Supervisors at St. Louis and Little Rock, dovetailed or sandwiched in the order of their seniority dates on said St. Louis and Little Rock Rosters.

3. Traveling Electricians and Helpers carried on the Consolidated Roster for the Southern District shall have seniority rights to positions on the Southern District, including the Eastern Division, according to their standing on the Consolidated Roster, except that employes carried on the Consolidated Roster shall have prior rights to positions in the respective seniority districts from which they came, regardless of seniority standing on the Consolidated Roster. The foregoing is applicable in all exercise of seniority.
4. Men hired or promoted to the classification of Electricians or Helper in the Southern District, including the Eastern Division, will have their names placed on the Southern District Consolidated Roster in the order of their employment or promotion, but will not acquire prior rights in either of the territories formerly represented by the Little Rock and St. Louis seniority rosters.
5. Prior to July 16, 1954, all positions of Traveling Electricians and Helpers on the entire Missouri Pacific Railroad will be abolished except the position of Lead Man at St. Louis, Little Rock and Kansas City. All positions to be established will be advertised and assignments made in accordance with the Shop Crafts Agreement.

This agreement shall become effective July 16, 1954, and remain in effect until changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

Signed at St. Louis, Missouri, this 30th day of June, 1954.

File 360-2445

MEMORANDUM AGREEMENT
between
MISSOURI PACIFIC RAILROAD COMPANY
and
SYSTEM FEDERATION NO. 2
RAILWAY EMPLOYEES' DEPARTMENT
AFL-CIO

In the consolidation of the Shop Craft Agreements now in effect on the Gulf District with the Shop Craft Agreement on the Western and Southern Districts, it is understood and agreed:

1. All understandings, interpretations and agreements applicable on the Western and Southern Districts will apply to the Gulf District as of the effective date of the Consolidated Agreement.
2. All understandings, interpretations and agreements previously in effect on the Gulf District are hereby declared null and void as of the effective date of the Consolidated Agreement except those agreements specifically retained by the terms of the Consolidated Agreement.

Signed at St. Louis, Missouri, this 5th day of May, 1960.

For the

MISSOURI PACIFIC RAILROAD COMPANY

(s) B. W. Smith,
Chief Personnel Officer

For the Employees:

- (s) W. H. Bond,
President, System Federation No. 2
- (s) R. E. Martin,
Secretary-Treasurer, System Federation No. 2
- (s) E. P. Clawson,
General Chairman, International Association of
Machinists (Western and Southern Districts)
- (s) W. E. Austin,
General Chairman, International Association of
Machinists (Gulf District)
- (s) J. B. Carpenter,
General Chairman, International Brotherhood of
Boilermakers, Iron Ship Builders, Blacksmiths,
Forgers and Helpers

- (s) R. E. Martin,
General Chairman, Sheet Metal Workers
International Association
- (s) J. A. Muschietty,
General Chairman, International Brotherhood of
Electrical Workers
- (s) W. H. Bond,
General Chairman, Brotherhood Railway Carmen
of America

File 360-926

MEMORANDUM AGREEMENT
between
MISSOURI PACIFIC RAILROAD COMPANY
and
INTERNATIONAL BROTHERHOOD OF
FIREMEN AND OILERS, ROUNDHOUSE
AND RAILWAY SHOP LABORERS

In the consolidation of the Firemen and Oilers Agreement now in effect on the Gulf District with the Firemen and Oilers Agreement on the Western and Southern Districts, it is understood and agreed:

1. All understandings, interpretations and agreements applicable on the Western and Southern Districts will apply to the Gulf District as of the effective date of the consolidated Agreement.
2. All understandings, interpretations and agreements previously in effect on the Gulf District are hereby declared null and void as of the effective date of the consolidated Agreement except those agreements specifically retained by the terms of the consolidated Agreement.

Signed at St. Louis, Missouri, this 5th day of May, 1960.

For the EMPLOYES:

- (s) W. B. Hayes,
General Chairman, International Brotherhood of
Firemen and Oilers, Roundhouse and Railway
Shop Laborers
- (s) W. H. Bond,
President, System Federation No. 2
- (s) R. E. Martin,
Secretary-Treasurer, System Federation No. 2

For the MISSOURI PACIFIC RAILROAD CO.:

- (s) B. W. Smith,
Chief Personnel Officer

File 360-926

AGREEMENT
between
MISSOURI PACIFIC RAILROAD COMPANY
and
SYSTEM FEDERATION NO. 2
RAILWAY EMPLOYES' DEPARTMENT,
AFL-CIO

The Agreement effective September 1, 1949 between System Federation No. 2 and the Missouri Pacific Railroad Company applicable on the Western and Southern Districts of the Carrier provides for a class of employees intermediate between journeymen and helpers in each of the crafts commonly referred to as B mechanics and provides, among other things, for separate seniority subdivisions and rates of pay. Under Memorandum of Agreement SC 108-1, such B mechanics in service continue their seniority status as B mechanics until they leave the service but the number in service is not to be increased. No such class of employees exists on the Gulf District of the Carrier under the Shop Crafts Agreements effective September 1, 1949, applicable to that territory.

It is now proposed to consolidate the Agreements on the Gulf District with the Shop Craft Agreement on the Western and Southern Districts.

Because the class of employees known as B mechanics is disappearing on the Western and Southern Districts and does not exist on the Gulf District and in order to simplify the proposed Consolidated Agreement and to avoid confusion,

IT IS AGREED:

All references to B mechanics will be omitted from the Consolidated Shop Craft Agreement to be effective June 1, 1960, but it is understood that the provisions of Section 11 of Memorandum Agreement SC 108-1 will remain in effect as long as any employees covered thereby remain in service and that such employees will continue to be governed by the provisions applicable to B mechanics in the Agreement on the Western and Southern Districts effective September 1, 1949, omitted from the Consolidated Agreement. The rates of pay for such employees will not be changed by the consolidation of the agreements.

Signed at St. Louis, Missouri, this 5th day of May, 1960.

For the Employees :

SYSTEM FEDERATION NO. 2 RAILWAY EMPLOYEES' DEPARTMENT, A. F. L.-C. I. O., MECHANICAL SECTION THEREOF.

- (s) W. H. Bond,
President, System Federation No. 2
- (s) R. E. Martin,
Secretary-Treasurer, System Federation No. 2
- (s) E. P. Clawson,
General Chairman, I. A. of M.
(Western & Southern Districts)
- (s) W. E. Austin,
General Chairman, I. A. of M. (Gulf District)
- (s) J. B. Carpenter,
General Chairman, I. B. of B. I. S. B. B. F. & H.
- (s) R. E. Martin,
General Chairman, S. M. W. I. A.
- (s) J. A. Muschietty,
General Chairman, I. B. of E. W.
- (s) W. H. Bond,
General Chairman, B. R. C. of A.

For the Carrier :

MISSOURI PACIFIC RAILROAD COMPANY

- (s) B. W. Smith,
Chief Personnel Officer

Files 360-1322
360-926

**Excerpt from Decision No. SC-108-1
signed at St. Louis, Missouri, June 18, 1942**

11. That the rates of pay of such employees as are, as of the effective date of this agreement, assigned to perform work specified in Rules 52-(b), 62-(b), 88-(b), 97-(b) and 107-(b) of agreement effective July 1, 1936 and who are not advanced to mechanics, shall not be disturbed so long as these individual employees remain in service in their present occupation. The number now in service will not be increased and when they are advanced or leave the service for any cause their places will not be filled and the work to which they are at present assigned will then revert to either mechanics or helpers, dependent upon the classification of work rule under which the work they are assigned is placed. Such B mechanics in service as of this date will continue their seniority status as B mechanics until they leave the service, except as otherwise provided for herein.

360-1322
360-926

VACATION AGREEMENT

With Revisions of February 23, 1945, and revisions
and additions as of August 21, 1954.

ARTICLES OF AGREEMENT

1. (a) Effective with the calendar year 1954, an annual vacation of five (5) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred thirty-three (133) days during the preceding calendar year.

(b) Effective with the calendar year 1954, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has five or more years of continuous service and who, during such period of continuous service, renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of five (5) of such years not necessarily consecutive.

(c) Effective with the calendar year 1954, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than 133 days during the preceding calendar year and who has fifteen or more years of continuous service and who, during such period of continuous service renders compensated service on not less than 133 days (151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years not necessarily consecutive.

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

(e) Service rendered under agreements between a carrier and one or more of the Nonoperating Organizations parties to the General Agreement of August 21, 1954, of which this Article is a part, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

(f) Calendar days in each current qualifying year on which an employe renders no service because of his own sickness or because of his own injury on the

job 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 five (5) years of service; a maximum of twenty (20) such days for an employee with five (5) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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

(h) An employee who is laid off and who has no seniority date and no rights to accumulate seniority, who renders compensated service, before layoff, on not less than one hundred thirty-three (133) days in a calendar year and who returns to service, in the following year, for the same carrier, in the same seniority district where he would have accumulated seniority had his rights so permitted, will be granted a vacation in the year of his return after the performance, in such year, of compensated service on not less than sixty (60) days. This paragraph creates no obligation to rehire such employee after his layoff.

2. Subject to the provisions of Section 1 hereof as to qualifications for each year, effective with the calendar year 1954 annual vacations with pay of seven and one-half and ten consecutive work days will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the occupations hereafter named—Agents and assistant agents; traveling auditors, traveling freight claim agents and adjusters, traveling time adjusters or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters;

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

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

(b) Employes represented by The Order of Railroad Telegraphers, except custodians, caretakers, and small non-telegraph agents.

(c) Paragraphs (a) and (b) hereof, shall be construed to grant to weekly and monthly rated employes whose rates contemplate more than five (5) days of service each week, one and one-half or two work weeks of vacation.

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

4. (a) Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and pref-

erence of the employees in seniority order when fixing the dates for their vacations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with the year 1954, it is understood that if an employee who performed the necessary qualifying service in the year prior to the year of his death, or in the year of his death, or both, dies before receiving such vacation, or vacations, or payment in lieu thereof, payment of the allowance for such vacation or vacations shall be made to his surviving widow, or in the absence of a surviving widow, on behalf of a dependent minor child or children, if any.

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

10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment,

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

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

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

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

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

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

(c) A person other than a regularly assigned relief employe temporarily hired solely for vacation relief purposes will not establish seniority rights unless so

used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

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

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

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

15. This agreement shall be effective as of January 1, 1954, and shall be incorporated in existing agreements as a supplement thereto, and shall be in full force and effect for a period of two (2) years from January 1, 1954, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1955 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.

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

(From Agreement of August 21, 1954)

When, during an employe's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, falls on what would be a work day of an employe's regularly assigned work week, such day shall be considered as a work day of the period for which the employe is entitled to vacation.

Except to the extent that articles of the Vacation Agreement of December 17, 1941, are changed by the Agreement of August 21, 1954, 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 Vacation 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.

A G R E E M E N T

This Agreement made this 12th day of January, 1953, by and between Guy A. Thompson, Trustee, Missouri Pacific Railroad Company, Debtor, and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

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

Section 2.

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

Section 3.

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on

account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein 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 purpose of applying this agreement.

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

(d) Employees who retain seniority under the rules and working conditions agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the rules and working conditions agreement of that class or craft temporarily perform work in another class 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 the carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations and the form shall make provision for specifying the reasons for the allegation of noncompliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be 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 or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date

of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

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

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

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

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

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

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

(d) The time periods specified in this section may

be extended in individual cases by written agreement between the carrier and the organization.

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

Section 7.

An 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 is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the 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 employe relationship for vacation purposes.

Section 10.

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

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

Section 11.

This agreement shall become effective on February 1, 1953, and is in full and final settlement of notices served on the carrier by the organizations signatory hereto on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of those employes represented by each organization.

This agreement is subject to approval of the United States District Court, for the Eastern District of Missouri.

This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act as amended.

Signed at St. Louis, Missouri, this 12th day of January, 1953.

File 256-18

MEMORANDUM OF AGREEMENT

between the

**MISSOURI PACIFIC RAILROAD COMPANY
MISSOURI-ILLINOIS RAILROAD COMPANY
UNION RAILWAY COMPANY (MEMPHIS)
UNION TERMINAL-ST. JOSEPH BELT
RAILWAY COMPANY
TEXAS AND PACIFIC RAILWAY COMPANY
TEXAS PACIFIC-MISSOURI PACIFIC
TERMINAL RAILROAD OF NEW ORLEANS
THE FORT WORTH BELT
TEXAS AND NEW MEXICO RAILWAY
COMPANY
ABILENE AND SOUTHERN RAILWAY
COMPANY
WEATHERFORD MINERAL WELLS AND
NORTH WESTERN RAILWAY COMPANY
THE TEXAS SHORT LINE**

and

**SYSTEM FEDERATION NO. 2
SYSTEM FEDERATION NO. 121
RAILWAY EMPLOYES' DEPARTMENT,
A.F.L.-C.I.O.
MECHANICAL SECTION THEREOF**

Composed of

**INTERNATIONAL ASSOCIATION OF
MACHINISTS
INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
SHEET METAL WORKERS INTERNATIONAL
ASSOCIATION
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS
BROTHERHOOD RAILWAY CARMEN OF
AMERICA**

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

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

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

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

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

(b) Employees transferred under this rule shall acquire seniority at the point to which transferred from the date they commence work thereat except as modified in the note below, such seniority so established shall be forfeited when released at that point for any cause.

NOTE: In the application of Rule 23, paragraph (a) (Rule 18 (h) on the Texas and Pacific and Texas Pacific-Missouri Pacific Terminal), it is agreed that men desiring to be considered for work under provisions of the rule will be required to sign a form indicating their desire, when laid off by reason of force reduction, to

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

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

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

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

Employes desiring to be used for temporary service at other than the point where they hold point seniority

may so indicate in a space to be provided on the form, but unless they do indicate their availability for filling temporary vacancies of less than thirty (30) days they will not be called or notified of the work available.

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

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

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

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

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

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

fer will cease until 120 days after the effective date of this agreement.

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

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

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

This Agreement shall be effective January 24, 1962.

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

FOR THE CARRIERS:

(s) B. W. Smith,
Chief Personnel Officer

(s) G. R. French,
Director of Personnel

FOR THE EMPLOYES:

(s) W. H. Bond,
President, System Federation No. 2

(s) R. E. Martin,
Secretary-Treasurer, System Federation No. 2

(s) E. P. Clawson,
General Chairman, IAofM

- (s) W. E. Austin,
General Chairman, IAofM(Gulf)
- (s) J. B. Carpenter,
General Chairman, IBofBISBBF&H
- (s) R. E. Martin,
General Chairman, SMWIA
- (s) J. A. Muschietty,
General Chairman, IBofEW (MP only)
- (s) W. H. Bond,
General Chairman, BRCoFA
- (s) Y. L. Crumpton,
President, System Federation No. 121
- (s) J. B. Carpenter,
Secretary-Treasurer, System Federation No. 121
- (s) W. E. Austin,
General Chairman, IAofM
- (s) J. B. Carpenter,
General Chairman, IBofBISBBF&H
- (s) R. E. Martin,
General Chairman, SMWIA
- (s) C. L. Slocum,
General Chairman, IBofEW
- (s) Y. L. Crumpton,
General Chairman, BRCoFA

Decision SC-125
St. Louis, Mo., February 27, 1947
VJ-TS 179

MEMORANDUM OF UNDERSTANDING
Between
MISSOURI PACIFIC RAILROAD COMPANY
and
SYSTEM FEDERATION No. 2,
RAILWAY EMPLOYES' DEPARTMENT,
A. F. of L.

It is understood and agreed that employees retiring from the service of the Carrier by reason of physical disability pursuant to the provisions of the Railroad Retirement Act prior to their having reached the age of 65 years will be carried on the active list on the seniority roster and that when compiling seniority rosters the names of such employees will be preceded by an asterisk or similar symbol and that an explanation will be entered at the end of the seniority roster, indicating that such employees have retired by reason of physical disability.

When employees retiring by reason of physical disability prior to reaching the age of 65 years attain the age of 65 years their names will be removed from the active list on the seniority roster and thereafter carried in the retired list on the seniority roster. Should an employee who retired by reason of physical disability prior to reaching the age of 65 years return to service he will return to the position held by him at the time of his retirement.

Vacancies resulting from the retirement of employees by reason of physical disability prior to such employees reaching the age of 65 years will be bulletined as permanent vacancies and treated as such unless the employee vacating the position by reason of physical disability returns to service prior to reaching the age of 65 years.

Decision SC-127
St. Louis, Mo., March 28, 1947
VJ-TS 360-1322-9

MEMORANDUM OF UNDERSTANDING
between
MISSOURI PACIFIC RAILROAD COMPANY
and
SYSTEM FEDERATION No. 2,
RAILWAY EMPLOYEES' DEPARTMENT,
A. F. of L.

It is understood and agreed that an employe absent from work by reason of disability will upon his return to service be permitted to return to the position held by him prior to such absence, provided such position has not been abolished or a senior employe has not exercised displacement rights thereon, or he may upon return, or within five days thereafter, exercise seniority rights to any position bulletined during such absence.

Should the employee who has been absent due to disability return to his former position, the employee displaced therefrom shall also return to his former position. In the event the employee who has been absent due to disability upon his return to service finds his former position no longer exists, or elects to exercise his seniority on position bulletined during his absence and bid in by junior employee, the employee displaced therefrom will be permitted to exercise his seniority under provisions of Rule 21 controlling agreement.

July 11, 1947
File VJ-TS 360-1322-9

Mr. J. A. Keller, President,
Mr. O. E. Clark, Secy.-Treas.,
System Federation No. 2,
Railway Employees' Dept. of the A. F. of L.,
Room 408 — York Hotel,
St. Louis 2, Missouri

Gentlemen:

This refers to your letter of June 4, 1947 with respect to Decision SC-127 dated March 28, 1947, dealing with rights of employees when returning to work by reason of absence account of disability.

You asked that the application of this understanding be extended to include employees returning to work after being absent on vacation.

This will advise that effective July 21, 1947, the provisions of Decision SC-127 will be considered applicable to employees returning to service after being absent on vacation.

Yours very truly,
(Signed) T. Short

MEMORANDUM AGREEMENT

between the

**MISSOURI PACIFIC RAILROAD COMPANY
MISSOURI-ILLINOIS RAILROAD COMPANY
UNION RAILWAY COMPANY (MEMPHIS)
TEXAS AND PACIFIC RAILWAY COMPANY
TEXAS PACIFIC-MISSOURI PACIFIC
TERMINAL RAILROAD OF NEW ORLEANS**

and

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

(An agreement effective January 24, 1962, was signed by the representatives of the above parties at St. Louis on January 24, 1962, adopting an agreement similar to the agreement between the same carriers and the Shop Craft employees amending Rule 23 of the Shop Craft Agreement. The agreement with the Firemen and Oilers being identical in purpose with the Shop Craft Agreement which is printed on pages 130 through 135 has not been printed, but is recognized as an agreement between the above parties.)

File Nos. 360-926-9
360-852-21

(C O P Y)

replacement rights of mechanic
giving up seniority as foreman
voluntarily.

WGA

December 18, 1929
A-W 360-383

See also letter of 12-6-30 by
E.C.Wills to the same effect.

Mr. W. B. Jordan
General Chairman, Machinists,
910 Chemical Building,
Saint Louis, Missouri.

Dear Sir:

Replying to your letter of December 9th re-
questing a ruling on the following:

"A machinist in the ranks working on a seven
day assigned machine job, which he bid in, is promoted to a
supervisory capacity. At the time of his promotion the job
is again bid in by another man from the ranks.

"A holds this supervisory position for a
period of two years, at which time he voluntarily resigns
his position as supervisor.

"Question: Can A bump back on his former
machine job or must he take what is open in the ranks until
some new job is created, at which time, of course, he will
be permitted to bid on same?"

A machinist who gives up his foremanship is
entitled to take a position as mechanic at the point where
he holds seniority, but cannot exercise his preference on
any particular position until a vacancy occurs or the po-
sition is advertised, at which time he can assert his
seniority or bid on the position in accordance with the
seniority rules of the schedule.

Yours truly,

cc Mr. A. M. Cameron,
Mr. T. E. Miller, (Signed) E. C. Wills
Mr. J. G. Damrill,
Mr. R. E. Cline,
Mr. J. J. Byrne.

Mr. O. A. Garber:

Suggest that this be put out to all Master
Mechanics and Shop Superintendents.

E. C. Wills

INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS

District Lodge No. 19

ROBERT L. REYNOLDS
President - Dir. Gen. Chairman
111 Park Road
Paducah, KY 42003
Telephone: (502) 898-4198
(502) 898-4199
Fax: (502) 898-8414



JOSEPH L. GARCIA
Secretary-Treasurer
729 Sunrise Avenue
Suite 502
Roseville, CA 95661
Telephone: (916) 969-6364
Fax: (916) 786-8972

April 12, 1993

RECEIVED

JAN 25 1999

Mr. Terry Mitchell
General Chairman, IAM District 19
729 Sunrise Avenue, Suite 502
Roseville, CA 95661

MACHINIST DIST. 19
CHICAGO OFFICE

Dear Sir and Brother:

This is in regard to your proposed agreement with the Union Pacific Railroad to abrogate the collective bargaining agreement between the Machinists and the Chicago & Eastern Illinois Railroad Company and apply the Machinists Agreement with the Union Pacific Railroad in lieu thereof in behalf of IAM members currently subjected to the Chicago & Eastern Illinois Railroad Agreement.

Please be advised that your proposal that the agreement between the Missouri Pacific Railroad Company and the International Association of Machinists as revised on June 1, 1960 as amended to date to become effective on the former Chicago & Eastern Illinois Railroad Company as of March 17, 1993 meets with the approval of Railroad Coordinator and the undersigned.

Accordingly, I have attached my signature to the proposed agreement and by copy of this communique to all concerned, I am furnishing each of them their respective copy of the agreement.

Sincerely and fraternally yours,

Robert Reynolds
President Directing General Chairman

RR:pb

cc: M. Filipovic - Enclosure
N. M. Muell - "
J. R. Duncan - "
D. E. Hall - "
D. J. Smith - "

Enclosure

AGREEMENT
BETWEEN
UNION PACIFIC RAILROAD COMPANY
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
(Mechanical)

In connection with our discussion concerning the need to consolidate present agreements applicable to employees represented by the International Association of Machinists and Aerospace Workers for employees covered by Missouri Pacific Railroad Company (MPRR) Agreement revised June 1, 1960, as amended, and the Chicago & Eastern Illinois Railroad Company (C&EI) Agreement effective July 15, 1944, as amended,

IT IS AGREED:

1. The Agreement between the Missouri Pacific Railroad Company and the International Association of Machinists and Aerospace Workers as revised June 1, 1960, as amended, will become effective on the former Chicago & Eastern Illinois Railroad Company as of the effective date of this Agreement.

2. All understandings, interpretations and agreements applicable to employees covered by the Missouri Pacific Railroad Company Agreement will apply to employees covered by the Chicago & Eastern Illinois Railroad Company Agreement as of the effective date of this Agreement.

3. All understandings, interpretations and agreements previously in effect for employees covered by the Chicago & Eastern Illinois Railroad Company Agreement are hereby nullified and superseded as provided in paragraphs 1 and 2 hereof as of the effective date of this Agreement. However, the seniority rosters in effect on March 31, 1993, will continue in effect consistent with the provisions covering seniority rosters of the Missouri Pacific Railroad Company Agreement.

4. To the extent that existing Company policies permit, employees that were formerly covered by the Chicago & Eastern Illinois Railroad Company Agreement will be entitled to transfer within the Union Pacific Railroad Company (UPRR). These employees

shall be credited with prior C&EI service for vacation, personal leave, entry rates and other present or future benefits which are granted on the basis of qualifying years of service in the same manner as though all such time has been spent in the service of the UPRR.

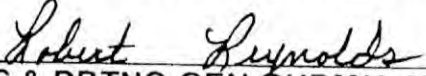
5. All pending notices and proposals served under Section 6 of the Railway Labor Act, as amended, on behalf of employees changing Agreements as provided herein will no longer apply to such employees. These employees will be covered by the current notices pending for employees covered by the Missouri Pacific Railroad Company Agreement revised June 1, 1960, as amended.

6. This Agreement will become effective April 1, 1993, and remain in effect until changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed this 17th day of March, 1993.

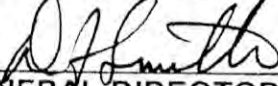
FOR THE INTERNATIONAL ASSN OF
MACHINISTS & AEROSPACE WORKERS:


GENERAL CHAIRMAN, IAM&AW


PRES. & DRTING GEN CHRMN, IAM&AW

FOR THE UNION PACIFIC RAILROAD
COMPANY:


DIRECTOR LABOR RELATIONS


GENERAL DIRECTOR LABOR RELNS

C
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St. Louis, April 3, 1939

Interpretation of Rule 21, paragraph (a), as effective February 1, 1939 and its application to employees whose positions are abolished or who are affected through force reductions and such employees' rights to place themselves on junior positions.

It is understood and agreed by the undersigned that the intent and purpose of rule 21 paragraph (a), as referred to above, entitles such employees whose jobs have been abolished or affected through force reductions to place themselves on any position in their respective craft and seniority subdivision held by a junior employee, regardless of whether such position has a differential status, that is, it makes no difference whether the junior employee had bid in a position paying a differential rate or otherwise, the senior employee, in line with above, has the right to exercise his seniority preference to the full extent over any and all junior employees.

Copy of this to be kept on file in the Federation Office and a copy furnished to each General Chairman.

(S) J. J. Byrne
General Chairman Carmen

(S) J. A. Keller
General Chairman Machinists

(S) O. E. Clark
General Chairman Boilermakers

(S) J. E. Damrill
General Chairman Sheet Metal Wkrs.

(S) C. A. Phillips
General Chairman Blacksmiths

(S) R. E. Cline
General Chairman Electricians.

AUG 13 1963

C
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St. Louis, April 3, 1939

Interpretation of Rule 25, paragraph (d) of wage agreement,
effective July 1, 1936.

It is understood and agreed by the undersigned that
employees (foremen and others as referred to in
paragraph (d) of Rule 25) coming within the provisions
of said rule that in event it is necessary for such
employees to exercise their seniority at home point
that they can do so only to the extent of displacing
the junior employe in service.

Copy of this to be kept on file in the Federation Office and a
copy furnished to each General Chairman.

(S) J. J. Byrne
General Chairman Carmen

(S) J. A. Keller
General Chairman Machinists

(S) O. E. Clark
General Chairman Boilermakers

(S) J. C. Damrill
General Chairman Sheet Metal Wkrs.

(S) C. A. Phillips
General Chairman Blacksmiths

(S) R. E. Cline
General Chairman Electricians

AUG 12 1963

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MISSOURI PACIFIC RAILROAD COMPANY
Missouri Pacific Building
St. Louis, Mo.

May 1, 1940
A-Co 360-849

Mr. J. J. Byrne
President - System Federation #2-AFofL
Hotel York
St. Louis, Mo.

Mr. R. E. Cline,
Secretary-System Federation #2-AFofL
Hotel York
St. Louis, Mo.

Gentlemen:

It is not our policy to arbitrarily transfer work from one craft to another without an understanding having been had prior to the transfer with the appropriate representative of the employees and this policy will be followed.

Yours truly,

(S) O. A. Garber
Chief Mechanical Officer

(S) M. C. Coad
Special Asst. Personnel

APR 22 1963

RAILWAY EMPLOYEES' DEPARTMENT

Chicago, Illinois

February 7, 1946

File No. 14B-156-18

Subject: Filling vacancy when no one
bids on it - Mo. Pac.

C
O
P
Y

Mr. J. J. Byrne, Pres.,
Mo. Pac., Sys. Fed. #2
408 York Hotel
St. Louis 2, Mo.

Mr. O. H. Clark, Sec.-Treas.,
Mo. Pac., Sys. Fed. #2
408 York Hotel,
St. Louis, 2, Mo.

Dear Sirs and Brothers:

Receipt is herewith acknowledged of yours dated January 30 as follows -

"We would like your opinion on the following question:
In case a position is posted for a new job or a vacancy
and no one bids on it can the junior man be forced to
fill the job, and if the junior man was not qualified to
fill the job, how would it then be filled?"

In reply, please be advised that the question at issue would be disposed
of by forcing the junior qualified man into the job in question.

Fraternally yours,

/s/ E. M. Jewell

E. M. Jewell
President

2/12

C
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October 13, 1948

Memorandum to -

All General Chairmen:

Dear Sirs and Brothers:

For the information of all General Chairmen as to the action of the Executive Board at yesterday's session, the following was an agreed opinion of the Board - that in case all furloughed men have been contacted in force restoration and none of them wish to report, being engaged at some outside job, the senior man who is cut off in force reduction will, under Rule 21, be forced to report or lose his seniority.

Yours fraternally,

O. E. Clark,
Sec'y-Treas.
System Federation No.2

AUG 13 1963

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November 6, 1951

Mr. J. -F. Byrne
General Chairman of Carmen
408 York Hotel
St. Louis, Mo.

Dear Sir and Brother:

In regular Executive Board Meeting of System Federation this date, it was the consensus of opinion of this Federation that when an employe bids on a bulletined job and is assigned to it, that he cannot leave the job unless he bids off it to another job or is affected by his job being abolished or by force reduction.

Yours fraternally,

O. E. Clark, Sec'y-Treas.
System Federation No.2

OEC-bjm

cc-All General Chairmen
M. C. George

AUG 13 1963

St. Louis, Missouri
January 14, 1955

MEMORANDUM TO ALL GENERAL CHAIRMEN
SYSTEM FEDERATION NO. 2

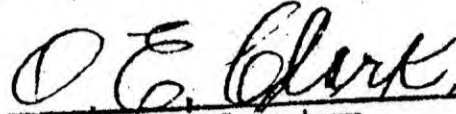
Subject has come up previously to this office regarding how the following should be handled:

For instance, the Carrier elects to make a change in the rest days on a certain job on any shift, duties to remain the same except for the change of rest days. Job is then abolished by bulletin and new job is re-bulletined with the change of the work week and the rest day.

We previously took the position that under such circumstances, when only the rest days were changed and the job was the same, that the man who was on the job prior to the time it was abolished would have prior right to bidding in the job with a change of rest days.

We referred this subject to the Railway Employees Department and find that our previous information on this situation was wrong. They now advise us that when an occasion like this occurs, namely a job is abolished and re-bulletined as one with a change of rest days, that it is subject to be filled in conformity with paragraphs (a), (b) and (h) of Rule 13 and the senior man making application will be assigned, regardless of whether or not he was on the job previous to the time the rest days were changed.

Fraternally yours,



O. E. Clark, Secretary
System Federation No. 2

OEC:d

MEMORANDUM OF AGREEMENT
between
MISSOURI PACIFIC RAILROAD COMPANY
(Western and Southern Districts)
and
SYSTEM FEDERATION NO. 2
RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO

In the application of Rule 23, paragraph (a), it is agreed, in order to avoid confusion and delay, that employees desiring to be considered for work under provisions of this Rule 23, paragraph (a), will be required to sign a form (copy attached) indicating their desire, when laid off by reason of force reduction, to transfer to other points where employment is available. They may indicate on this form their desire to transfer to (a) Master Mechanic's territory only, (b) a district (Western or Southern) only, or (c) any point on both the Western and Southern Districts. The form will show their seniority division, as well as their craft, and their seniority date with the date furloughed. They shall also declare on this form that they understand that they are required to accept employment as offered and must report within 15 days of the date notified. The form will also show that they understand that they will not be permitted to cancel or withdraw the desire expressed on the form signed within less than sixty (60) days of the date signed. A new form may be signed however for the purpose of extending the territory in which the employee is willing to work and/or to express a willingness to accepting temporary work as well as regular assignment. The form shall also state that they understand that if the form is cancelled or withdrawn they will not be permitted to make another such request within sixty (60) days from the date the request is withdrawn, provided they are in a furlough status during this period of time.

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

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

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

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

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

When two or more men are needed at the same point at the same time and men are transferred to that point under the provisions of Rule 23 as agreed on herein, their

seniority standing at that point will be fixed not by the time that they go to work but will establish a seniority date as of the time the first man goes to work in the order of their seniority dates at their home points. If new men are employed while a call is out such new employee will not acquire a seniority date until the expiration of 15 days after the date of the call. Rule 25 (e) is modified accordingly.

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

Men who are laid off on the effective date of this agreement will file request for transfer within thirty (30) days thereafter or all rights to transfer will cease until 120 days after the effective date of this agreement.

This agreement will be effective October 1, 1959.

Signed at St. Louis, Missouri, this 9th day of September, 1959.

FOR THE EMPLOYES:

SYSTEM FEDERATION NO. 2 RAILWAY
EMPLOYES' DEPARTMENT, AFL-CIO
MECHANICAL SECTION THEREOF

/s/ W. H. Bond
W. H. Bond, President
System Federation No. 2

/s/ R. E. Martin
R. E. Martin, Secretary-Treasurer
System Federation No. 2

/s/ W. H. Bond
W. H. Bond, General Chairman - B.R.C. of A.

/s/ R. E. Martin
R. E. Martin, General Chairman - S.M.W.I.A.

/s/ E. P. Clawson
E. P. Clawson, General Chairman - I.A. of M.

/s/ J. A. Muschietty
J. A. Muschietty, General Chairman - I.B. of E.W.

/s/ J. B. Carpenter
J. B. Carpenter, General Chairman - IB of BISBBF&H

FOR THE

MISSOURI PACIFIC RAILROAD COMPANY
(Western and Southern Districts)

/s/ B. W. Smith
Chief Personnel Officer

APPLICATION FOR TRANSFER
UNDER RULE 23

Date _____

Mr. L. R. Christy:

Location _____

Having been laid off by reason of force reduction, I request that I be given preference to transfer to other points where employment is available as provided in Rule 23.

Name _____

S. S. No. _____

Address _____

Telephone No. _____

Craft _____

Seniority Division _____

Date Furloughed _____

Seniority Date _____

I am willing to accept work -

(1) (a) anywhere on Western or Southern Districts ☐ (Check 1)

(2) (a) on permanent vacancies only ☐ (Check 1)

(b) _____ Dist. only
(West. or Sou.) ☐

(b) all work including temporary
vacancies of less than
30 days ☐

(c) Master Mechanic's
territory only ☐

I understand that I am required to accept employment as offered and must report within 15 days of the date notified of available work.

I further understand that I cannot cancel or withdraw this application until after the expiration of 60 days from this date. If after that period I withdraw this application, I further understand I will not be permitted to submit another application until after the expiration of 60 days from the date the request is withdrawn.

If I am recalled to a regular assignment where I presently hold seniority, this request is cancelled.

(Signature of Employee)

Employee to sign original and 4 copies
for distribution to:

Personal record file
Local Chairman
General Chairman
Employee signing form

Mr. L. R. Christy:

The information filled in above is correct and the employee is entitled to preference under Rule 23.

Master Mechanic or Shop Superintendent

To All Recording Secretaries and
Local Chairmen Affiliated With
System Federation No.2.

February 2, 1961

Dear Sirs and Brothers:

On January 4, 1961, System Federation No.2 discussed the request of several General Chairmen and Local Lodges for an interpretation of the Note to Rule 5 of the Shop Crafts' Agreement and Note to Rule 6 of the Firemen & Oilers' Agreement applicable on the Missouri Pacific Railroad. In our effort to uniformly apply the rules of the current agreement at all points, made the following decision:

"Holiday forces will be selected, by all crafts, on a rotation basis from the men on each shift who would have the day on which the holiday falls as a day of their assignment if the holiday had not occurred. Holiday Boards or Lists will be provided at each point and employees thereon rotated on the respective designated holidays; such Boards or Lists to be kept in addition to the regular overtime boards.

"Where an insufficient number of mechanics or helpers are available, on a shift to fill the required number of men desired for holiday work, men on another shift, who would have the holiday as one of their assigned work days, could be used, provided their use would not cause a vacancy on their own shift."

(Underscoring supplied).

Several factors prompted our decision, namely, that prior to the 40 Hour' Week Agreement regular seven day' assigned employees worked the holidays since holidays were a part of their regular assignment. After the adoption of the 40 hour' week, regular seven day' positions were bulletined, with each employee having a 5 day' or 40 hour' work week, and the holidays were worked by either the regular assigned employee or his relief. The August 21, 1954 National Agreement modified this arrangement still further by compensating the employees for each of the 7 recognized holidays, provided it was a day of his regular assigned work week and that he qualified by working the day before and the day following the holiday, thus, each employee was assured a 40 hour' work week. Having received pay for the holiday, the only question to determine is punitive payment for each holiday. The Railroad Adjustment Board has consistently ruled that holidays were casual or unassigned overtime, therefore, holiday forces should be selected and worked per the January 4, 1961 decision of System Federation No.2.

Should there be any question regarding the application of the decision, kindly advise.

Fraternally yours,

R. E. Martin

R. E. Martin, Secy.-Treas.
System Federation No.2.

REM/ph

cc: Howard Pickett
General Chairmen System Fed.#2.

SYSTEM FEDERATION NO.2

601 Buder Bldg.
7 N. 7th St.
St. Louis 1, Mo.

September 6, 1962

Mr. C. E. Harrison,
1705 Olive Street
N. Little Rock, Arkansas

RE: Application of Rules 13 and 21
of current controlling agreement,
Missouri Pacific Railroad.

Dear Sir and Brother:

Brother Robert D. Rains, General Chairman of Electricians, furnished copy of your letter of August 29, 1962, to System Federation No.2 for handling at our regular meeting on September 4, 1962, since the questions contained in your letter, involving the above described rules, affected all crafts at Little Rock, Arkansas.

The following determination was made of your questions:

QUESTION 1: A temporary vacancy exists due to illness of a regular employee. The job is posted and senior successful applicant is assigned, which will be referred to as Employee B. Later, forces are reduced by two employees and two positions are abolished - one of which is held by Employee C who has seniority on Employee B, who had previously been assigned to a temporary position. Your question being is it permissible for Employee C to displace Employee B who is on a temporary position?

ANSWER: It would be permissible for Employee C to displace Employee B as his seniority would entitle him to do so.

QUESTION 2: Should the Committee allow Employee C to displace Employee B or should Employee C first place himself on a regular assignment and then displace Employee B from the temporary assignment?

ANSWER: The agreement provides that employees disturbed by rearrangement or abolition of jobs or force reductions, and other employees so affected thereby will be allowed to place themselves on such jobs as their seniority entitles them to, etc., therefore, Employee C should be allowed to displace Employee B on temporary position without having to first place himself on regular assignment.

QUESTION 3: Employee A returns from illness to resume his regular position, being held temporarily by Employee C - will Employee C be allowed to again place himself on any position his seniority entitles him?

ANSWER: Employee C should be allowed to displace any employee his junior in seeking his seniority level.

QUESTION 4: Can an employee bump or ride a bulletin if his job has been disturbed or abolished?

ANSWER: Yes.

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Mr. C. E. Harrison

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September 6, 1962

QUESTION 5: Can the employes thus remain on this bulletin until the position is assigned?

ANSWER: Yes, unless he is displaced by senior employe whose job had been disturbed during posting of bulletin.

QUESTION 6: If the employe after riding out the bulletin is not the senior bidder, where does he go?

ANSWER: He will be allowed to place himself as per his seniority.

QUESTION 7: How long does an employe have after his position has been abolished to place himself?

ANSWER: After the abolishment of a position, the employe affected thereby may take as long as he may desire to place himself, but when so doing he must understand that he is without a job until he places himself on some assignment. Therefore, the time he takes would be at his own expense. It has been the decision of System Federation No.2 in past cases that the employe whose position had been abolished would cooperate fully with the Local Chairman in expediting the re-arrangement of forces.

Trust the above is sufficient to solve your problem at Little Rock, however, should you need additional clarification, do not hesitate to request same.

Copy of this letter is being furnished local chairmen of other crafts at Little Rock with the view that there will be a uniform application of Rules 13 and 21 at that point.

With kind personal regards, I am

Fraternally yours,



R. E. Martin, Sec'y-Treas.
System Federation No.2

REM/ph

cc: Gen. Chrmn. System Fed. #2
Local Chairmen, Little Rock, Ark.

MEMORANDUM AGREEMENT
between the
MISSOURI PACIFIC RAILROAD COMPANY
MISSOURI-ILLINOIS RAILROAD COMPANY
UNION RAILWAY COMPANY (MEMPHIS)
UNION TERMINAL-ST. JOSEPH BELT RAILWAY COMPANIES
and
SYSTEM FEDERATION NO. 2

IT IS AGREED:

1. Rule 25(d) of the Missouri Pacific Shop Crafts Agreement will be amended to read as follows:

Men transferred or promoted by the company to positions as supervisors or other official capacity on the Missouri Pacific Railroad, The Texas and Pacific Railway or a subsidiary of either of the companies will retain their point seniority unimpaired so long as the continuity of service is unbroken.

2. Employees selected for promotion who have transferred under Rule 23 as amended by the Memorandum Agreement of January 24, 1962 and as further amended by the Memorandum Agreement dated January 9, 1964, must make the election provided for in Rule 23(b) prior to being released as mechanic to accept the promotion.
3. This Agreement does not nullify Rule 14 in the Missouri Pacific Shop Craft Agreement.
4. Rule 16(b) is amended by deleting the word "Committee" and substituting therefor the words "General Chairman."

Signed at St. Louis, Missouri, this 2nd day of June, 1966.

FOR THE EMPLOYEES:

FOR THE CARRIERS:

W. H. Bond
President - Sys. Fed. No. 2

W. L. Smith
Director of Labor Relations

K. S. Jaworski
Secy-Treas. - Sys. Fed. No. 2

J. B. Carpenter

Geo. Kipp

H. W. Pierson

W. E. Austin

K. S. Jaworski I.A. of M. & A. W.

W. H. Bond Gen. Chairman
Carr.

MEMORANDUM OF AGREEMENT
between the
MISSOURI PACIFIC RAILROAD COMPANY
and

SYSTEM FEDERATION NO. 2
RAILWAY EMPLOYES' DEPARTMENT, A.F.L.-C.I.O.
MECHANICAL SECTION THEREOF

Composed of
INTERNATIONAL ASSOCIATION OF MACHINISTS
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, SHIP BUILDERS,
BLACKSMITHS, FORGERS AND HELPERS
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
BROTHERHOOD RAILWAY CARMEN OF AMERICA

At the time the consolidated Agreement dated June 1, 1960, became effective on the territory composing the former International-Great Northern Railroad and Gulf Coast Lines, employees were permitted to hold seniority at more than one point. Such practice does not conform to Rule 25(a) of the consolidated agreement. In order to conform the seniority rights of the employees on the territory named to the new agreement in an orderly manner,

IT IS AGREED:

Should an employee who holds seniority at more than one point, as described in the paragraph above, with dates prior to June 1, 1960, desire to make application for transfer under Rule 23, he shall at that time make an election of one of the points where seniority is held as his home point and use his seniority date at that point for transfer under Rule 23 and relinquish seniority at the other point or points. Any such employee who does not elect to make application for transfer will continue to retain seniority on the rosters where shown May 31, 1960. This paragraph does not apply to carmen.

Signed at St. Louis, Missouri, this 14th day of January, 1963.

FOR THE EMPLOYES:

W. H. Bass
President, System Federation No. 2

E. P. Clumson
Secretary-Treasurer, System Federation No. 2

W. H. Bass
General Chairman - IAofM

W. H. Bass
General Chairman - IAofM

W. H. Bass
General Chairman - IBofBSBBF&H

W. H. Bass
General Chairman - SMWIA

W. H. Bass
General Chairman - IBofEW

W. H. Bass
General Chairman - BRCofA

FOR THE CARRIER:

J. M. Bass
Director of Labor Relations