

**AGREEMENT**  
**ENTERED INTO BY AND BETWEEN**  
**CONSOLIDATED RAIL CORPORATION**  
**and**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS**  
  
**REPRESENTING**  
**MACHINISTS THEIR HELPERS AND APPRENTICES**  
**EMPLOYEES OF**  
**CONSOLIDATED RAIL CORPORATION**  
**IN THE**  
**MAINTENANCE OF EQUIPMENT DEPARTMENT**  
  
**Rules Effective - May 1, 1979**

## SCOPE

The provisions hereinafter set forth (including this Scope) shall constitute an agreement between Consolidated Rail Corporation and employees of said Company represented by the International Association of Machinists and Aerospace Workers and shall govern the hours of service, rates of pay and working conditions of such employees.

It is the general intent of the Company and the organization that, subject to the Exceptions herein, any and all work set forth in the Work Classification Rule herein which can reasonably and practicably be performed by the employees covered by this Agreement shall be assigned to such employees rather than to any contractor or sub-contractor.

I. It is understood that this Agreement shall apply to those who perform the work specified in this Agreement on Consolidated Rail Corporation, except where such work, as of the effective date of this Agreement, is covered by existing agreements with other organizations.

II. Article V of this Scope Rule is the Work Classification Rule of the Machinist's craft. Qualified employees of the craft shall be used to perform the work specified except as otherwise provided in this Agreement. Where reference is made in such paragraphs to work of a particular craft or work generally recognized as work of a particular craft, such work is work generally recognized on the former component railroads as work of that craft.

It is agreed that, subject to the exception in Article I above and subject to the exceptions with regard to work performed by outside concerns contained in Article III hereof, work specified in the Work Classification Rule (Article V) will not be contracted to outside concerns without the consent of the organization.

### III. Exceptions:

Without limiting the general exception stated in Article I above, the following exceptions shall apply:

(a) Maintenance and repair of Maintenance of Way machinery; provided, however, that there will be no change in the practice in existence on the effective date of this Agreement whereby the employees covered by this Agreement perform certain work in the maintenance and repair of various types of such machinery.

(b) Emergency repairs to equipment by engine and train service employees to the extent necessary to permit continued movement of such equipment.

(c) Work performed by other railroads or terminal companies in the normal course of operations.

(d) Building, rebuilding, or upgrading locomotives (or parts thereof) by outside concerns; however, except during warranty periods, the Company will not send locomotive units, components or parts to a manufacturer for rebuilding or upgrading unless (1) the necessary skills, facilities and equipment to perform the projected work (including any proposed betterments) on such units, components or parts, are not available in its shops at the point where such work of rebuilding or upgrading locomotives is ordinarily performed or at other reasonably accessible active existing points where such work of rebuilding or upgrading locomotives is ordinarily performed, or (2) such work of rebuilding or upgrading of locomotives cannot be performed in such shops within a reasonable required time, or (3) such work of rebuilding or upgrading locomotives cannot be performed in such shops except at a greater cost, but in no event shall the Company send locomotive units, components or parts to a manufacturer that does not employ bona fide union labor; it is agreed, however, that the Company is not restricted hereby from sending a reasonable number of units, components or parts to manufacturers for rebuilding or upgrading in connection with study by such manufacturers of the product for the purpose of improving such product.

(e) Building cars by outside concerns; however, before the Company contracts with outside concerns to build or purchase cars it will take into consideration, among other factors, (1) the availability in its shops where such work is ordinarily performed of the necessary skills, facilities and equipment, (2) whether the work can be performed in its shops within a reasonable required time, (3) whether the outside concern employs bona fide union labor, and (4) whether the work can be performed in its shops only at greater cost.

(f) Rebuilding or upgrading cars (not including class 1, 2, 3 or 4 repairs) by outside concerns in circumstances when there are not a sufficient number of qualified available furloughed employees covered by this Agreement at the active existing rebuilding point where the work of rebuilding or upgrading cars would ordinarily be performed, or at other reasonably accessible active existing rebuilding points where such work of rebuilding or upgrading is ordinarily performed, or when such work of re-

building or upgrading cannot be performed at such points within a reasonable required time, or in circumstances where the financing of the project requires that such rebuilding or upgrading be performed by such outside concerns. In any event the Company will not contract out the work of rebuilding or upgrading cars to a manufacturer which does not employ bona fide union labor.

(g) Procurement from manufacturers or suppliers of utilities, supplies, components or parts of equipment either assembled or unassembled; provided, however, that the Company will not procure rebuilt or reconditioned components or parts or assemblies thereof from outside concerns which do not employ bona fide union labor or unless such components or parts or assemblies thereof can only be produced in its own shops at greater cost; provided, further that the Company will not purchase major assemblies for the purpose of reducing the amount of work which would otherwise be available to employees covered by this Agreement.

(h) Repair work by outside concerns in major emergencies involving a substantial volume of repairs if such repairs cannot be made by employees covered by this Agreement within a reasonable time in the light of the emergency.

(i) Dismantling of equipment in connection with rebuilding or upgrading by outside concerns or when sold to outside concerns; provided, however, that dismantling of equipment in connection with rebuilding or upgrading by outside concerns or when sold for any purpose other than scrapping, will not be performed on Company property or Company dismantling equipment shall not be used; provided, further that dismantling of equipment when sold to outside concerns to be scrapped will not be performed on Company property in shop areas or shop yard areas or within sight thereof, and the Company dismantling equipment shall not be used.

(j) Work in connection with facilities or equipment not owned by the Company (1) where leased or otherwise acquired from other railroads or private car companies and subject to the Interchange Rules of the Association of American Railroads, provided that repairs will be performed by the Company in accordance with the provisions of this Agreement except as otherwise directed by the other railroad or private car company; and where permitted by other provisions of this Agreement; (2) of a specialized or unusual nature where the contract or other arrangements under which the company uses such facilities or equipment provides that the manufacturer or supplier will perform the

work; (3) work, other than running repairs, to locomotives leased or otherwise acquired from other railroads and (4) work in connection with motor vehicles not owned by the Company.

Note: In the application of the foregoing exceptions it is understood that:

(1) Before the Company contracts with outside concerns to perform any of the work permitted by the exceptions in Article III hereof with respect to rebuilding or upgrading locomotives, procurement of major assemblies or rebuilt or reconditioned supplies, components or parts, dismantling of equipment, or work in connection with facilities or equipment not owned by the Company, it will notify the involved General Chairman of the International Association of Machinists and Aerospace Workers of the proposed action and the reasons therefor. The Company will also promptly furnish to such representative all information and data relating to the proposed action and any modification thereof including satisfactory evidence that the outside concern employs bona fide union labor where this is a relevant factor under the provisions of Article III. When the proposed action is based on a claim that the work cannot be performed by employees covered by this Agreement except at greater cost, the Company will furnish such representative with the bid by an outside concern which the Company intends to accept and bids by units within the Company, together with information in connection with such bids. The representative of the organization will promptly notify the Company within 5 days of any desire to discuss the proposed action with the Company and will be given a reasonable opportunity for such discussion of the proposed action; this is not to be construed, however, as requiring the consent of the organization to such contracts. This paragraph shall not apply however, to proposed contracts involving minor transactions.

(2) The sale or lease by the Company to an outside concern, or Company-owned or controlled, or affiliated concern, of any facility or equipment and the acquisition from said concern or any affiliate thereof within a reasonable time thereafter by purchase, lease or otherwise of said facility or equipment, in a rebuilt, upgraded or repaired condition or of another rebuilt, upgraded or repaired facility or unit of equipment of the same or similar kind shall be considered as a contracting out of said work of rebuilding, upgrading, or repairing and can be done only to the extent that other provisions of this Article III permit the contracting of such work.

(3) The Company will not sell or lease facilities or equipment owned by it for the performance of work

covered by this Agreement for the purpose of evading the restrictions on contracting out of work contained in this Agreement; provided, however, that this paragraph will not apply to any transaction subject to approval by the Interstate Commerce Commission, or any coordination of facilities with another railroad as defined by the Agreement of May 1936, Washington, D.C.

(4) The term "at greater cost" as used in paragraph (d) and (g) of this Article III shall be construed to mean:

Amount of Contract	Difference in Cost
0 to \$ 25,000	Greater Cost
\$25,000 to \$125,000	Greater than Sub-Contract plus 10%
\$125,000 to \$250,000	Greater than Sub-Contract plus \$12,500 plus 5% over \$125,000
\$250,000 to \$1,250,000	Greater than Sub-Contract plus \$18,750 plus 3% over \$250,000
\$1,250,000 up	Greater than Sub-Contract plus \$48,750 plus 2% over \$1,250,000

#### IV. Definitions:

A. The term "mechanic" as used in this Agreement shall refer to the Machinist Class.

B. Each lettered group constitutes a class of the Machinist's Craft as that term is used in this Agreement:

- (1) Machinists
- (2) Machinist Helpers
- (3) Machinist Apprentices

C. The term "union representative" refers to an individual certified by the organization.

D. The term "protected employee" means an employee covered by the protective provisions of Title V of the Regional Rail Reorganization Act of 1973, as amended.

#### V. Machinists' Classification of Work

Work of the Machinists' Craft shall consist of the following: the rates of pay for such work are set forth in the Rate Schedule, Appendix "A", and Graded Work Classification, Appendix "B".

It is understood and agreed that in the application of this Machinist's classification of work the provisions of the 2nd through the 12th paragraphs of Article X as contained in the Agreement of October 15, 1960, as quoted below will remain in effect on the territory of the former P.R.R.

"It is understood and agreed that in the application of the Machinists' classification of work, as same applies between the Machinists' and Carmen's crafts, the following shall apply:

Machinists will perform work recognized as Machinists' work in connection with mechanical refrigerating units in refrigerator cars, Machinists' work on generating units on passenger cars and cabin cars, the drilling and tapping in connection with the application of gear driven generator drives attached to journal or axle, Machinists' work on self propelled units, and Machinists' work in connection with air conditioning units on passenger cars.

It is understood and agreed that in the application of the Machinists' classification of work, as same applies between the Machinists' and Boilermakers' crafts, the following shall apply:

Boilermakers will perform the work of laying out for the cutting, assembling, welding and repairing of underframes fabricated from I-beams, channel iron, T-iron, angle iron and plate metals, including cross members, braces and stiffeners to the side and main frames.

Machinists will perform the work of laying out for fastening of engines, turbines, main generators and appurtenances to the main or center frames, including the removal of same, as well as the application and removal of the center castings and draft gear arrangement to the main frame. Machinists will perform work in connection with the frames of power trucks, with the exception of broken frames.

It is understood and agreed that in the application of the Machinists' classification of work, as same applies between the Machinists' and Electrical Workers Crafts, the following shall apply:

Machinists will remove and apply traction motors and main generators, except that Electricians will connect and disconnect the current carrying parts.

Machinists will dismantle and assemble traction motors and main generators; all electrical parts of same will be turned over to Electricians for renewal or repairs.

On auxiliary motors such as compressor and blower motors, Electricians will dismantle, assemble, and repair same, except that Machinists will remove, apply, inspect and repair bearings on such motors; Machinists will remove and apply pulleys, sheaves, gears, and fans on motor shafts.

Machinists will turn down all commutators of all armatures when they are removed from the motors and generators.

Electricians will remove, replace and repair all fractional (less than one horsepower) horsepower motors.

The present practice of lubricating motors on multiple unit cars will be continued."

Except as otherwise determined by a joint jurisdiction committee, it is further understood and agreed in the application of this Machinist's Classification of Work that any work specified herein which is being performed on the property of any former component railroad by employees other than Machinists may continue to be performed by such other employees at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement; and it is also understood that work not included within this Machinist's Classification of Work which is being performed on the property of any former component railroad by Machinists will not be removed from such Machinists at the locations at which such work was performed by past practice or agreement on the effective date of this Agreement.

#### A. Mechanics

Machinists' work shall consist of building, installing, maintaining, repairing, dismantling, assembling, adjusting, testing and inspecting machinists' work, on all machinery, including pumps, bearings, pinions, gears, sheave wheels, mechanical couplings, compressors, air equipment, lubricator and injector work on steam, diesel-electric, electric, and other types of locomotive or self-propelled unit; air brake equipment off cars; valves; torches and gauges for acetylene equipment; machinists' work on cars, refrigeration equipment, air conditioning, train control, cab signal equipment, speed control equipment, roadway equipment, hydraulic elevators, cranes,

hoists, elevators, moving stairs, turntable tractors, internal combustion engines, air motors, steam engines, automotive equipment, tools (such as mechanical, pneumatic and hydraulic, and mechanical work on electrically operated tools).

The laying out, fabricating, fitting and fastening together of parts, adjusting, shaping, boring, including journal brasses, turning, slotting, milling, grinding, skilled drilling and reaming, polishing for electro plating, in connection with machinists' work. Tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; wheel and gear mounting and dismounting; removing or applying journal roller bearings in wheel shop or other similar shop or department. Building and repairing of scales when performed in scale shop; repairing and adjusting mechanical clocks, timing devices and instruments; repairing and maintaining shafting. The inspection and testing of engines and locomotives and self-propelled units generally recognized as machinists' work. The removing, replacing, grinding, bolting and breaking of all joints on superheaters. Autogenous welding in connection with machinists' work.

The operation of tools and machines when used in the performance of machinists' work, including drill presses using a facing, boring, or turning head or milling apparatus, travograph, radiograph, reflectoscope.

Restoring worn parts by metalizing process for subsequent machining or grinding. Operating magnetic particle testing machines. All other work generally recognized as work of the Machinist Craft.

The foregoing does not include work classified as Helpers' work in this Agreement. It is understood, however, that where, as of the effective date of this Agreement, Mechanics' positions have been established for the performance of dismantling covered by the Helpers' classification, those positions shall not be abolished solely for the purpose of substituting Helpers for Mechanics.

#### B. Helpers

1. Machinery oiling including general shop oiling and care of and repair to belting.
2. Box packing, lubricator and grease cup filling and oiling including the sponging, oiling and the application of grease to all journals, all bearings on loco-

- tives and tenders, applying cellar bolts and studs, plates, springs and screens.
3. Applying and removing couplings between locomotive and tender, including draw bars, safety bars, stoker connections, steam heat, air, water and electric headlight connections.
  4. Application, removal and adjustment of water scoops and water scoop rigging.
  5. Dismantling all classes of equipment for scrap; dismantling all or any parts of the locomotive and tender for repairs when working under the direction of a mechanic.
  6. Spring rigging when working under the direction of a mechanic, including application, removal and adjustment and repairs to rigging, saddles and equalizer.
  7. Brake rigging when working under the direction of a mechanic, including application, removal and adjustment and repairs to rigging, cylinders and fulcrums.
  8. Draft rigging, on locomotives and tenders, including application and removal of couplers, coupler brackets or parts.
  9. Operating wheel shell and bushing presses, bolt threading machines, nut tapping and facing machines, drill presses (not equipped with facing, boring or turning head or milling apparatus, or so equipped and not ordinarily used) boring machines for car, engine truck and trailer bearings, cut off and power hack saw, buffing machine, polishing rods and motion parts and miscellaneous work, when used in connection with work of the Machinist craft.
  10. Attending tool room in Machine Shops, including issuing, cleaning and caring for all tools, and the grinding of drills and machine tools on grinders provided for this work.
  11. Grinding angle cocks when done on special machine provided for this work, including stripping and applying handles and renewing keys.

12. Stripping and mounting air brake, signal, steam heat and water hose and all work necessary to prepare for use.
13. All gas and electric cutting that may be assigned.

#### RULE NO. 1--EMPLOYMENT

1-A-1. (a) Applicants for employment shall be required to answer questions necessary to determine whether or not they are qualified to become satisfactory employees and shall undergo a physical examination to determine their fitness for the work required and to protect the health and safety of employees.

(b) The application of new employees for employment, shall be approved or disapproved within sixty (60) days after applicants begin work. In the event of applicants giving false information this time limit shall be extended to six (6) months.

#### RULE NO. 2--SELECTION OF POSITIONS

2-A-1. (a) In the exercise of seniority, the senior employee shall, if sufficient ability is shown by trial, be given preference to positions desirable to them.

(b) New positions and all vacancies will be advertised on Tuesday but not later than the second Tuesday from the date they occur, for a period of seven (7) calendar days. Advertisements will designate the position number, location, prior seniority district, tour of duty, rest days, rate of pay and major duty to be performed; vacancies will also indicate the name of the last incumbent. (Note: If Tuesday is a holiday the bulletin will be issued on the following day)

An advertisement may be cancelled at any time prior to award being made. In the event an advertisement is cancelled, notice to that effect, and the reason therefor, will be posted on bulletin boards on which the advertisement appeared and the interested local committee will be furnished a copy.

Award will be made and bulletin announcing the name of the successful applicant will be posted within ten (10) calendar days after the close of the advertisement. This rule will not be construed to require the placing of employees on their awarded positions, when properly qualified employees are not available to fill their places, but such

transfers must be made within twelve (12) calendar days from effective date of award.

When an employee is awarded a position he will be compensated at the rate of the position he is awarded from the effective date of the award. Copy of the bulletin and award will be furnished the interested local committee.

(c) The provisions of this rule will not be applied to permit apprentices to bid or apply for advertised positions until their apprenticeship has been completed, nor will the provisions of said rule apply to the positions of apprentices.

(d) Advertised positions may be filled temporarily pending an award.

(e) An employee transferred from a position on one shift to a position on another shift, by award, shall receive an additional eight (8) hours pay at the straight time rate of the position he was awarded for each day he is required to work on his former position subsequent to twelve (12) calendar days from effective date of award.

An employee transferring from one position to another position on the same shift, by award, shall receive an additional three (3) hours pay at the straight time rate of the position he was awarded for each day he is required to work on his former position subsequent to twelve (12) calendar days from effective date of award.

An employee who changes from one shift to another as the result of displacement through reduction in force will be paid overtime rates for the first shift of such change.

(f) In the awarding of advertised positions or vacancies under the provisions of this rule, bids from employees having prior right seniority in the craft and class in which the vacancy exists, will be given first consideration, even if working out of their craft or class.

Furloughed employees with seniority in the craft and class who are furloughed from the class in which the position or vacancy exists, or who are furloughed from a lower class, will be considered as having bid for any vacancy headquartered within thirty (30) miles of his point of hire. If entitled to the position or vacancy, it will be awarded to him and he will be recalled from furlough.

NOTE: This paragraph will apply to furloughed protected employees only with respect to posi-

tions located within their prior right district within their new regional district.

If no bids are received in accordance with the above, application from other employees will be considered for mechanic assignments in the following order:

- \*1. Senior qualified applicants working in the craft in other seniority districts.
2. Senior qualified applicants under Rule 3-C-7.
3. Senior qualified apprentices in the craft in the same seniority district.
4. Senior qualified helpers in the craft in the same seniority district.

\*NOTE: Employees awarded positions under this item will forfeit seniority in the seniority district where employed and shall acquire seniority in the seniority district to which assigned as of the date of the award.

(g) An employee working in the craft covered by this Agreement who acquires seniority in any other craft shall forfeit seniority.

(h) An employee who desires to withdraw his bid or application for an advertised position must file his request, in writing, with the official whose name appears on the bulletin and with copy to the interested local committee prior to the time and date on which the bulletin is closed.

(i) A protected employee shall be considered as furloughed when, in his prior right seniority district within his regional seniority district, he is unable to obtain any position in the class in which last actually employed. A non-protected employee shall be considered as furloughed when he is unable to obtain any position in the craft within thirty (30) miles from his point of hire.

2-A-2. An employee who bids for and is awarded an advertised position cannot bid for the position he has just

vacated until same has been advertised a second time, unless such employee has been displaced from the position he has been awarded or unless no bids are received for the position he has just vacated.

2-A-3. (a) 1. Employees awarded advertised positions for which they bid or applied or acquiring positions through displacement of junior employees, will be given full cooperation from supervisory forces and others in their efforts to qualify.

2. An employee failing to qualify for the position selected after having been given a fair opportunity to demonstrate his qualifications, will retain all prior seniority and will, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority in accordance with Rule 3-C-3.

3. Other employees displaced in the application of this rule may exercise seniority in accordance with Rule 3-C-3.

(b) 1. When the installation of a basically improved type of new machinery or new work methods requiring new or additional skills necessitates the creation of a new position under the Agreement, the position shall be advertised and filled in accordance with the provisions of Rule 2-A-1. When there is a large scale installation of new machinery or large installation of new work methods requiring new or additional skills which may involve a substantial loss of work as mechanics to senior employees, representatives of the Company and of the employees shall agree upon a training program.

2. If the senior bidder or applicant for such position is not qualified therefor, he shall be assigned as a trainee, and shall be paid the hourly rate of his former position during the training period. If his former position was that of a helper, he shall be paid at the minimum rate of mechanic.

3. Except as may otherwise be agreed upon, such as in the case of large scale installations, the terms "new machinery" and "new work methods" shall be considered as applicable only during the first year of operation at the point involved.

4. The time, specified in Rule 2-A-1, within which to award and fill advertised positions will be extended by the length of time an employee or employees are in training for the position.

5. The employee who qualifies for the position shall be awarded the position and assigned to it and thereafter shall be paid the rate of the position. The proper officer of the Company after consultation with the employee representative shall determine (subject to appeal) the period of time an employee shall be paid for learning such position, and the employee representative shall be advised, in writing, the period of time determined upon.

6. A trainee who qualifies before the end of the specified training period will be awarded and assigned to the position as soon as he is qualified.

7. An employee who fails to qualify for the position shall retain seniority and shall, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority. Other employees displaced in application of this paragraph (b) may exercise seniority in accordance with Rule 3-C-3.

2-A-4. (a) Day-to-day vacancies in regular assigned positions (including vacation vacancies not filled by vacation relief employees) or in positions temporarily vacant pending award, if filled, may be filled by agreement between the General Foreman and the union representative or otherwise the following procedures will apply:

1. In filling a mechanic position where a higher grade rate is involved, the position shall be offered in seniority order, to the qualified mechanics regularly employed at a lower grade rate, working on the trick and at the location where the position exists.

2. A mechanic position not filled in accordance with paragraph 1 shall be offered in seniority order to the qualified apprentices working on the trick and at the location where such position exists; if the position is not filled by this procedure, the junior qualified apprentice working on the trick and at the location shall be assigned.

3. A mechanic position not filled in accordance with paragraph 1 or 2 shall be offered in seniority order to the qualified helpers working on the trick and at the location where such vacancy exists; if the position is not filled by this procedure, the junior qualified helper working on the trick at the location shall be assigned.

4. If a mechanic position cannot be filled in accordance with paragraph 1, 2, or 3, it shall

be filled by the junior qualified available mechanic working on the truck and at the location where such position exists.

5. Any vacancy created by following the procedure described in paragraph 1, 2, 3, or 4, or any vacancy not filled by such procedure, may be filled with an employee in the machinist craft not holding a bulletined position.

6. If the vacancy can not be filled by paragraph 1, 2, 3, 4 or 5, it may be filled by Rule 5-E-1.

(b) An employee, except in the application of paragraph (a) of this rule, who, in other than emergency such as flood, snowstorm, wreck, fire, etc., or to keep him fully occupied, is assigned to perform work not comprehended in his regular assignment for a period of more than thirty (30) minutes shall be allowed additional straight time pay equal to the time so assigned with a maximum of three (3) hours' pay.

The payment provided above is not applicable to an employee who is assigned to perform work on a vacancy caused by absences due to jury duty, sickness or injury, bereavement leave or of a representative of the union being compensated by the Company.

#### RULE NO. 3--SENIORITY

3-A-1. (a) Seniority of mechanics begins at the time they are employed as such provided they qualify on such positions; except, at the expiration of their apprenticeship, the seniority of apprentices retained in the service will be carried to and shown on the roster in the seniority district where first employed as apprentices, and their seniority standing as mechanics will date from the first day employed as apprentices.

(b) Seniority of helpers will date from the first day employed as helpers.

(c) Employees entering the mechanic's class without seniority as helper shall not acquire seniority in the helper class. Helpers acquiring mechanic positions shall forfeit helper seniority except prior right helper seniority under the former PRR-System Federation 152 Agreement.

(d) If two or more employees start to work on the same day, their seniority rank on the roster of their

respective classes will be in the order of their date of birth, eldest first.

(e) If two or more employees on the same roster acquire seniority in a higher class on the same day, their relative rank in the higher class shall be the same as in the class from which promoted.

3-B-1. Seniority of employees will be confined to the seniority district where employed.

3-B-2. No change will be made in existing seniority districts except by agreement between the Senior Director-Labor Relations and the interested General Chairman.

3-C-1. (a) Notice of force reduction or abolishment of position at any point or in any department shall be posted or given as soon as possible and not less than five (5) working days in advance, except no advance notice to employees shall be required before temporarily abolishing positions or making temporary force reductions under emergency caused by conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered in paragraph (b) below, provided that such conditions result in suspension of the Company's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position.

(b) No advance notice shall be required before positions are temporarily abolished or forces are temporarily reduced where a suspension of the Company's operation in whole or in part is due to a labor dispute between the Company and any of its employees.

(c) When operations are restored after emergencies all employees will report to pre-emergency positions at the start of the first full shift thereafter.

3-C-2. When forces are reduced, seniority in accordance with Rules 3-A-1, 3-B-1 and 3-C-3 will govern.

3-C-3. (a) Subject to the provisions of paragraph (c), employees whose positions are abolished shall, within five (5) working days after being notified that their positions are abolished, exercise their seniority.

Subject to the provisions of paragraph (c), other employees affected by such exercise of seniority shall, within five (5) working days after being notified that they will be displaced, exercise their seniority.

(b) An employee reporting for duty after leave of absence, vacation, sickness, disability or suspension must return to his former position if not abolished or filled by another employee in the exercise of seniority and may, within five (5) working days exercise seniority to any position bulletined during his absence. If, during his absence, his regular position has been abolished or filled by another employee in the exercise of seniority, he shall, subject to paragraph (c), within five (5) working days after reporting for duty, exercise seniority. If the employee's position has been filled or abolished during his absence, he shall be afforded a day's pay on the date of his return to duty and on such day may be used to perform any work covered by this agreement without penalty.

(c) Employees failing to exercise seniority within thirty (30) miles from their point of hire will forfeit seniority. (Protected employees will only forfeit seniority when they fail to exercise in the class in which last worked within their prior right district in the new regional seniority district.)

(d) Employees unable to exercise seniority under paragraph (c) of this rule and who elect not to exercise other seniority shall be furloughed.

3-C-4. When conditions develop so that an employee cannot satisfactorily perform the assigned work, he will be permitted to exercise seniority under Rule 3-C-3, subject to agreement between the Company and the local committee.

3-C-5. In the restoration of forces seniority will govern in accordance with Rules 3-A-1 and 3-B-1, employees to take the rate of position to which assigned.

3-C-6. Employees furloughed must keep their employing officer advised of any change in their current address. Employees failing to report for duty for positions expected to be of more than sixty (60) days duration, within ten (10) calendar days after a Certified U.S. Mail notice is mailed to the last recorded address, will forfeit all seniority, unless they present sufficient proof that circumstances beyond their control prevented such return.

3-C-7. Furloughed employees will be given preference for employment in their craft at other seniority districts, if employees are needed, with privilege of returning to

home seniority district when force is increased, such transfer to be made without expense to the Company.

Furloughed employees desiring employment at other seniority districts will make application direct to the Manager-Labor Relations (or other designated official) on the Division or Divisions or Shops on which employment is desired, furnishing their name, address, seniority date, and the name of the seniority district at which they hold permanent seniority. (Copy to the interested union representative)

Employees notified to report for employment at another seniority district must advise the employing officer within five (5) working days of date of such notification, of their intention to accept employment, and must report for duty in not less than ten (10) working days after date of notification. Failure to so notify the employing officer will cancel their application for employment.

Employees transferred under the provisions of this rule will begin to accumulate seniority at the seniority district to which transferred from the date of their transfer.

When it comes their turn to return to service at the seniority district where they hold prior seniority and they have been so notified, they must then decide at which seniority district they will continue to hold seniority, which decision they will, within five (5) working days, transmit in writing to the local officials and union representatives of the two (2) interested seniority districts. They will thereafter hold seniority only at the seniority district where they have elected to hold seniority.

The following form letter must be used in making application for transfer under this rule:

Manager-Labor Relations

\_\_\_\_\_ (Region)

\_\_\_\_\_ (City or Town)

Dear Sir:

Having been furloughed account reduction in force at (seniority district) on \_\_\_\_\_ Division (Shop), application is made for employment as (state position) in accordance with Rule 3-C-7 on \_\_\_\_\_



ployee off on leave of absence, vacation, sickness, disability, suspension or furlough, at the time roster is posted, this time limit shall apply from the date employee returns to duty. If no appeal is taken within the sixty (60) calendar day period, future appeals will not be entertained unless the employee's roster date or his relative standing is changed from that first posted. A note shall be placed on each roster stating the time limit of appeal.

Copies of the rosters shall be furnished to the local committee and the General Chairman.

3-E-3. No change in seniority standing of any employee shall be made on the part of the Company without conference and agreement with the General Chairman or his designated representative. When such a change is made, the employee, whose seniority standing was the subject of the conference and agreement, shall be notified, in writing, of the change.

3-F-1. (a) Subject to agreement, in writing, between the proper official of the Company and the local committee, a disabled employee covered by this Agreement may be placed in a new position or vacancy which has been advertised, a position or vacancy that is under advertisement but not yet filled, or in a position occupied by a junior employee covered by this Agreement, provided such employee is capable of performing the duties required. An employee who is so placed shall be compensated at the rate of the position in which he has been placed.

(b) An employee who has been placed in a position as set forth in paragraph (a) hereof shall forfeit his right to retain the protection afforded by this rule if he thereafter bids for other advertised positions or vacancies, and the position on which he was placed shall thereupon be advertised. In such case, if the disabled employee is not awarded the advertised position or vacancy for which he has bid, he may exercise seniority within five (5) working days to a position the duties of which he is capable of performing and may bid for the position on which he was placed if in the future it is advertised again.

(c) A position of mechanic or helper, in which a disabled employee has been placed by agreement under paragraph (a) hereof, shall not except as provided in paragraph (b) hereof, be subject to the seniority or advertising provisions of this Agreement, but a disabled employee so assigned may be displaced by a senior qualified mechanic or helper holding seniority in the craft to which a disabled employee has been assigned, provided that there is no

other position as mechanic or helper in the craft for which such senior employee is qualified.

(d) Employees displaced in the application of this rule may exercise seniority in accordance with Rule 3-C-3.

RULE NO. 4--TIME ALLOWANCES

4-A-1. Eight (8) consecutive hours' work, exclusive of the meal period shall constitute a day.

4-B-1. (a) Time worked by an employee in excess of eight (8) hours in any 24-hour period, computed from the starting time of the employee's regular shift, will be considered as overtime and paid for at the rate of time and one-half, except that double time will be paid for time worked in excess of sixteen (16) hours in such 24-hour period.

(b) A relief employee who performs relief work in two (2) or more positions within a 24-hour period will be paid straight time for the first eight (8) hours worked in each position. For time worked in excess of eight (8) hours on any of the positions so relieved, he will be paid overtime.

(c) Time worked in excess of forty (40) straight time hours in any work week shall be paid for at one and one-half times the applicable straight time rate of pay, except where such work is performed by an employee due to moving from one assignment to another, or where days off are being accumulated in accordance with the provisions of Rule 5-A-1 (i)(3).

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 week, except as otherwise provided in Rule 4-B-2. (b) or where such work is performed by an employee moving from one assignment to another, or where days off are being accumulated under the provisions of Rule 5-A-1 (i)(3).

(d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except

when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(e) The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days, starting with Monday.

4-B-2. (a) Work performed on the following legal holidays, namely:

In The United States

New Year's Day  
Washington's Birthday  
Good Friday  
Decoration Day  
Fourth of July  
Labor Day  
Veterans Day  
Thanksgiving Day  
Christmas Eve  
Christmas

In Canada

New Year's Day  
Good Friday  
Easter Monday  
Victoria Day  
Dominion Day  
Civic Day  
Labour Day  
Thanksgiving Day  
Christmas Eve  
Christmas

(Christmas Eve will be the day before Christmas is observed)

or the day observed shall be paid for at the time and one-half rate with a minimum of three (3) hours.

(b) Work performed by an employee on his assigned rest day, or days, shall be paid for at the overtime rate subject to Rules 4-B-1 and 4-E-1, except that service performed by a regularly assigned employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that work week and has worked on the first rest day of his work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this paragraph nor will it be paid for under the provisions hereof.

(c) Work performed on an assignment starting in advance of midnight on any day will be considered as work performed on the day the assignment began.

Work performed on an assignment starting at 12:00 midnight will be considered as work performed on the following day.

(d) In the assignment of employees to work on their rest days or on holidays on which they are not scheduled to work, the provisions of Rule 5-E-1(b) will apply.

4-B-3. (a) Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph (b) hereof, each regularly assigned employee shall receive eight (8) hours' pay at the straight time rate of the position to which assigned for each of the holidays enumerated in Rule 4-B-2.

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

(b) A regularly assigned employee shall qualify for the holiday pay provided in paragraph (a) hereof if compensation paid him by the Company is credited to the workdays immediately preceding and following such holiday. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following the rest days shall be considered the workday immediately following the holiday. 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.

The fact that no compensation paid by the Company is credited to the workday immediately preceding or following the holiday shall not disqualify an employee for holiday pay to which he would have been otherwise entitled (1) if the employee is a duly accredited union representative, and, as such, attends a regularly scheduled meeting with the Company, or is required to attend a meeting at the Company's request, on the workday immediately preceding or following the holiday, or (2) if the employee is absent from work on the workday immediately preceding or following the holiday because of death in the employee's family occurring within 3 calendar days of the day of such absence. "Family" as used in this rule means the employee's spouse, child, parent, parent-in-law, brother or sister.

All others for whom holiday pay is provided in paragraph (a) hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

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

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

(c) When any of the holidays enumerated in Rule 4-B-2, or the day observed falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this rule provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes. An employee's vacation period will not be extended by reason of any of the ten (10) recognized holidays, or the day observed.

(d) Special qualifying provision for employees qualifying for both the Christmas Eve and Christmas Day holiday:

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

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

(e) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one (1) overtime payment for service performed by him on a holiday which is also a work day, a rest day and/or a vacation day.

4-C-1. Bereavement leave, not in excess of three (3) calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

4-D-1. For service continuous with and after bulletined hours employees shall be paid the overtime rate.

4-D-2. For service continuous with and before bulletined hours, employees shall be paid at the overtime rate with a minimum of one (1) hour.

4-E-1. Employees called, who report for work, shall be paid not less than three (3) hours'.

4-F-1. (a) There may be one, two or three shifts employed. The starting time of any shift shall be arranged by mutual understanding between the local officer and the local union representative based on actual service requirements; otherwise the provisions of Rule 5-B-1 will apply.

(b) The time and length of the lunch period shall be subject to mutual agreement and shall be between the 4th and 5th hour.

(c) Where two (2) shifts are employed, the spread of the second shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch.

(d) Where three (3) shifts are employed, the spread of each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch.

(e) Employees required to work during the lunch period shall receive actual time at straight time rate for the period so worked, and shall be allowed a reasonable time, without loss of pay, in which to eat. This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

(f) Employees required to work more than three (3) hours beyond their bulletined working hours will be allowed reasonable time off, with pay, for a meal which will be provided at the expense of the Company. Subsequent meal periods, with meals provided at the expense of the Company, will be allowed at five (5) hour intervals following the termination of the preceding meal period. Employees required to work more than three (3) hours before the start of their regular bulletin hours will be allowed reasonable time off with pay for a meal period which will be provided at the expense of the Company.

4-G-1. (a) Employees sent out on the road for service shall be paid from time reporting at designated point at the home station until they return to home station, at straight time and overtime rates in accordance with Rule 4-B-1.

(b) If during the time on the road an employee is given opportunity to rest five (5) or more hours, he will not be paid for such relief time. When necessary to travel to and from another point to secure lodging, such travel and/or waiting time will be paid for in accordance with section (a) of this rule.

(c) Employees shall not be paid less for this service than their bulletined hours at the home station at their hourly rate.

(d) When meals or lodging are not provided, actual reasonable expenses shall be allowed.

4-H-1. When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate for his entire tour of duty.

An employee required to fill temporarily the place of another employee receiving a lower rate, shall not have his own rate changed.

4-I-1. When an employee is assigned temporarily for part of his assigned tour of duty to perform work (not covered by Rule 4-H-1) for which the Rate Schedule specifies a rate in excess of his regular rate, he shall be paid the higher rate for the actual time so engaged; if the time so engaged exceeds four (4) hours, he shall be paid the higher rate for the entire tour of duty.

4-J-1. An employee assigned temporarily to fill a supervisory position shall, for the tour of duty, be paid the rate of the position filled.

4-K-1. (a) The following allowances will be made for time spent incident to attending court as a witness for the Company:

1. On a day or days the employee is assigned to work, compensation equal to what would have been earned had such interruption not taken place.

2. On a day or days the employee is not assigned to work (including rest days and holidays), compensation equal to what would have been earned had such interruption not taken place but not less than eight (8) hours' pay at his regular straight time rate.

3. On holidays, straight time holiday pay for which an employee is qualified will be paid in addition to the allowance provided in paragraph 2 above.

(b) While away from headquarters incident to attending court as a witness for the Company an employee shall also be allowed necessary actual expense.

(c) All fees and mileage accruing to an employee required to attend court as a witness for the Company will be assigned to the Company.

4-L-1. When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

1. An employee must furnish the Company with a statement from the court of jury allowances paid and the days on which jury duty was performed.

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

3. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

4. When an employee is excused from service account of jury duty the Company shall have the option of determining whether or not the employee's regular

position shall be blanked, notwithstanding the provisions of any other rules.

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

- (a) ends within four hours of the start of his assignment; or
- (b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

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

4-M-1. (a) Where practicable, investigations and trials will be held during assigned working hours.

(b) When attending an investigation or trial by direction of an officer of the Company, during his working hours, either regular or overtime, an employee shall not suffer any loss of compensation.

(c) An employee required by the Company to attend an investigation or trial immediately after having finished, or just prior to reporting for work, and continuous therewith, shall be compensated at the time and one-half rate for the time spent in attending such investigation or trial outside of his working hours.

(d) When attending an investigation or trial by direction of the Company on an assigned rest day an employee shall be paid not less than three (3) hours at the time and one-half rate.

(e) When attending an investigation or trial by direction of the Company on a holiday which falls on a day an employee is normally assigned to work, such employee will be compensated for the time so spent as though he had worked.

(f) The above provisions do not apply to the time spent attending a trial outside his assigned hours for an employee who is found guilty.

4-N-1. (a) Employees whose work is interrupted while on duty for reasons mentioned in Rule 3-C-1 and who are released from duty shall be paid for time actually worked with a minimum of four (4) hours' pay.

(b) Employees who have not been notified before leaving home that their services are not required, and who report for work and are unable to start to work at their regular starting time, or whose work is interrupted for reasons mentioned in paragraph (a) above, may be temporarily assigned to other work. If so assigned, they will be allowed to complete their full tour of duty.

4-O-1. When employees are required to check in and out on their own time they will be allowed 40 minutes each week at their regular straight time hourly rate for checking in and out, on their own time, regardless of the number of hours worked during the week.

4-P-1. (a) A claim or grievance must be presented in writing by an employee or on his behalf by his union representative to the employee's General Foreman or other designated official within sixty (60) days from the date of the occurrence on which the claim is based. Should any claim or grievance be denied, the General Foreman shall, within sixty (60) days from the date same is filed, so notify, in writing, whoever filed the claim or grievance (the employee or his representative). If not so notified the claim will be allowed as presented.

(b) A claim or grievance denied in accordance with paragraph (a) shall be considered closed unless it is listed for discussion with the Manager-Labor Relations by the employee or his union representative within sixty (60) days after the date it was denied. A claim or grievance listed ten (10) days prior to the date of a scheduled monthly meeting with the Local Committee will be discussed at such meeting. When a claim or grievance is not allowed the Manager-Labor Relations will so notify, in writing, whoever listed the claim or grievance (employee or his representative) within sixty (60) days after the date the claim or grievance was discussed of the reason therefor. When not so notified the claim will be allowed.

(c) A claim or grievance denied in accordance with paragraph (b) will be considered closed unless a written request for a Joint Submission is made to the Manager-Labor Relations by the employee or his representative within sixty (60) days after the date the claim or grievance was denied by the Manager-Labor Relations.

(d) The Joint Submission will consist of a Subject, which shall be the original claim or grievance submitted by or on behalf of the employee, a Joint Statement of Agreed Upon Facts, the Employee's Position and the Company's Position (Employee's position and the Company's position will be exchanged simultaneously). If the Joint Submission is not completed after the expiration of sixty (60) days following the request for the Joint Submission, either party may file an Ex Parte Submission which shall consist of the Subject and the Statement of Facts and Position of the party filing such Submission.

(e) Upon completion of a Joint Submission or Ex Parte Submission, the employee, the General Chairman or the Senior Director-Labor Relations may list the case for discussion at a scheduled monthly meeting. All such submissions listed ten (10) days prior to the date of a scheduled system meeting will be placed on the docket for discussion at such meeting.

(f) When a claim or grievance is not allowed, the Senior Director-Labor Relations will so notify, in writing, the General Chairman (and the employee, if the employee listed the claim or grievance) within sixty (60) days after the case was discussed at a scheduled system meeting of the reason therefor. When not so notified the claim or grievance will be allowed.

(g) A claim or grievance denied in accordance with paragraph (f) will be considered closed unless within nine (9) months from the date of the decision of the Senior Director-Labor Relations proceedings are instituted before the National Railroad Adjustment Board or such other Board as may be legally substituted therefor under the Railway Labor Act.

(h) The time limits specified in paragraphs (b), (c), (f) and (g) may be extended by agreement in any particular case. When the U.S. Mail is used, the postmark will govern in determining compliance with the various time limits.

Any claim allowed or closed by failure to comply with an applicable time limit shall not be considered as a precedent or waiver of the contentions of either party as to other similar claims or grievances.

(i) A claim may be filed at any time for an alleged continuing violation and all rights of the claimant(s) involved shall be protected by the filing of one claim or grievance based thereon so long as such alleged

violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof.

(j) When a claim or grievance for compensation is allowed, the employee and his union representative shall be advised, in writing, the amount and payroll involved.

(k) In addition to claims and grievances, other matters may be handled at the monthly meetings with the Manager-Labor Relations and Senior Director-Labor Relations.

#### RULE NO. 5--HANDLING OF EMPLOYEES

5-A-1. (a) The Company will establish for all employees covered by this Agreement, subject to the exceptions contained in this rule, 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 Company'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 which follow:

(b) Normal working hours, which will be bulletined for all employees, will not be greater than eight (8) hours on any day, nor forty (40) hours in any week.

(c) The expressions "positions" and "work" as used herein refer to services, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

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

(e) When 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.

(f) On positions which are 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.

(g) 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 (6) or seven (7) day service, or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned.

Assignments for regular relief positions may, 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.

(h) If, in positions or work extending over a period of five (5) days per week an operational problem arises which the Company contends cannot be met under the provisions of paragraph (d) of this rule 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 Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

(i) The typical work week is to be one with two (2) consecutive days off, and it is the Company'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 (e), (f) and (g) of this rule, the following procedures shall be used:

1. All possible regular relief assignments shall be established pursuant to paragraph (g) of this rule.

2. Possible use of rest days other than Saturday and Sunday by agreement between the proper officer of the Company and the authorized union representative, or in accordance with other provisions of this Agreement.

3. Possible accumulation of rest time, and granting of longer consecutive rest periods, by agreement between the proper officer of the Company and the authorized union representative.

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 days at overtime rates and thus withhold work from additional relief men.

8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company may nevertheless put the assignment into effect subject to the right of the employees to process the dispute as a grievance or claim, and in such proceedings the burden will be on the Company 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.

5-B-1. When one (1) shift is employed, the normal starting time shall not be earlier than 6:00 A.M. nor later than 8:00 A.M.

When two (2) shifts are employed, the second shift shall normally start immediately following the first shift.

When three (3) shifts are employed, the third shift shall normally start immediately following the second shift.

In establishing the starting and quitting time for the employees on the various shifts, the economy and efficiency of the service shall receive first consideration, and when starting any shift within the time limits specified in this rule would necessitate the use of an otherwise unnecessary additional shift the normal starting time may be departed from. When requirements of the service necessitate, lapped shifts may be established but shall not be resorted to when other equally economical arrangements can be made.

5-C-1. Where the Uniform Time Act of 1966 is in effect, the assigned hours of the positions will be automatically adjusted to conform with the provisions of said Act.

5-D-1. When bulletined hours for all forces are eight (8) hours per day, and the second shift follows immediately after the first shift, it shall be the policy to make the starting time and quitting time for all employees on each shift the same at the respective points. Where three (3) shifts are worked by a part of the force and one (1) or two (2) shifts by the rest, the quitting time of the first shift and the starting and quitting time of the second shift of the one (1) or two (2) shift forces shall be governed by the length of their lunch periods.

5-D-2. Exceptions to Rule 5-D-1 shall be necessary when the normal starting times are varied from as indicated in Rule 5-B-1.

5-E-1. (a) When it becomes necessary for employees 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 among the employees in so far as their qualifications will permit, such distribution shall be subject to negotiation between the local officer and the local representative.

5-F-1. None but mechanics or apprentices regularly employed as such shall do work specified as that to be assigned to fully qualified Machinists except employees assigned to fill vacancies in the mechanics class in accordance with Rule 2-A-4.

5-F-2. At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman, the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as a grievance and pending the disposition of the dispute the Company may proceed with or continue its designation.

5-F-3. When a machine or machines at a location is used to perform work of more than one craft, the Company may establish a position or positions to perform all work on such machine or machines, and assignment to such position or positions shall be based on the equities of the various crafts in the work performed by the machine or machines. If the assignment of the particular craft to such position is not satisfactory to the crafts involved, the matter may be handled in accordance with the procedure for disposition of jurisdictional disputes.

5-G-1. A training and/or apprentice program shall be established.

5-H-1. Mechanics' helper work is any work in his craft that he is capable of performing in assisting a mechanic or an apprentice, or any work to which he may be assigned which is recognized as helper's work in his craft.

#### RULE NO. 6--DISCIPLINE

6-A-1. (a) Except as provided in Rule 6-A-5 employees shall not be suspended nor dismissed from service without a fair and impartial trial, nor will an unfavorable mark be placed upon their discipline record without written notice thereof to the employee and his union representative.

(b) When a major offense has been committed, an employee suspected by the Company to be guilty thereof may be held out of service pending trial and decision only if their retention in service could be detrimental to themselves, another person or the Company.

6-A-2. An employee who is required to make a statement prior to the trial in connection with any matter which may eventuate in the application of discipline to any employee, if he desires to be represented, may be represented by a union representative. A copy of the employee's statement, if reduced to writing and signed by him, shall be furnished him by the Company, and a copy shall be given to the union representative.

6-A-3. (a) An employee who is accused of an offense, and who is directed to report for a trial in connection therewith, shall be given reasonable advance notice, in writing, of the exact offense for which he is to be tried and the time and place of the trial. The trial shall be scheduled to begin within thirty (30) calendar days from the date the employee's General Foreman or equivalent officer had knowledge of the employee's involvement. A copy of this notice will be given to his union representative.

For a valid reason, a trial may be postponed for a reasonable period at the request of the Company, the employee or his union representative.

(b) If he desires to be represented at such trial, he may be accompanied by a union representative(s). The accused employee or his union representatives (not to exceed two (2)) shall be permitted to question witnesses insofar as the interests of the accused employee are concerned. Actual, pertinent witnesses to the offense will be requested to attend the trial by the Company. The employee shall make his own arrangements for the presence of any witnesses appearing in his behalf, and no expense incident thereto shall be borne by the Company.

6-A-4. (a) If discipline is to be imposed following trial and decision, the employee to be disciplined shall be given written notice thereof not later than thirty (30) calendar days after the trial is completed and at least fifteen (15) calendar days prior to the date on which the discipline is to become effective, except that in cases involving dismissal such dismissal may be made effective at any time after decision without advance notice. The employee and his union representative shall be given a copy of the notice of discipline and the trial record.

(b) (1) If the discipline is suspension, the period of suspension shall be deferred if within the succeeding six (6) month period following notice of discipline the accused employee does not commit another offense for which discipline is subsequently imposed.

(2) If, within such succeeding six (6) month period, the employee commits one (1) or more offenses for which discipline is subsequently imposed, the initial suspension shall be served and suspensions resulting from offenses committed during the six (6) month period shall not be deferred. However, should the employee be disciplined by suspension for an offense committed subsequent to a six (6) month period, the first such occurrence shall be the basis for the succeeding six (6) month period referred to in paragraph (b) (1) of this rule.

(3) If the discipline is suspension, the time the employee is held out of service shall be:

(A) Considered part of the period of suspension for the offense if the suspension is served.

(B) Considered time lost without compensation if the suspension is not served.

6-A-5. (a) An employee may be disciplined by reprimand or suspension without a trial, when the involved employee, his union representative and the authorized official of the Company agree in writing to the responsibility of the employee and the discipline to be imposed.

(b) Discipline determined in accordance with paragraph (a) of this rule will be subject to Rule 6-A-4 (b) (1), (2) and (3).

(c) Discipline imposed in accordance with this rule will be final with no right of appeal.

#### RULE NO. 7--APPEALS

7-A-1. (a) Appeal from discipline must be made in writing by the employee or on his behalf by his union representative to the Manager-Labor Relations within fifteen (15) calendar days after receipt of written notice of discipline. This appeal, where the discipline imposed is suspension, shall act as a stay (except in the case of a major offense) in imposing the suspension until after the employee has been given a hearing.

(b) At hearing on appeal, an employee may, if he desires to be represented at such hearing, be accompanied by his union representative. The appeal shall be held on the date of the scheduled monthly grievance meeting.

(c) After the appeal has been acted upon by the Manager-Labor Relations, the employee and his union representative shall be promptly advised, in writing, of his decision. If the decision in cases of suspension is to the effect that suspension will be imposed, either in whole or for a reduced period, the stay referred to in paragraph (a) shall be lifted and the suspension imposed, subject to paragraph (b) of Rule 6-A-4.

(d) Further appeal will be subject to the provisions of paragraphs (c), (d), (e), (f) and (g) of Rule 4-P-1 except that in case of dismissal paragraphs (c) and (d) will not apply and the General Chairman may appeal directly to the Senior Director-Labor Relations, provided the appeal is made within sixty (60) days after the date of the Manager-Labor Relation's decision.

(e) When an employee is later exonerated, the charge shall be stricken from his record and he shall be compensated for the difference between the amount he earned while out of service or while otherwise employed and the amount he would have earned on the basis of his assigned

working hours actually lost during the period. Insurance, vacation, and other benefits to which the exonerated employee may be entitled will be restored without impairment.

(f) In the event of failure to comply with the time limits of Rule 6 or 7, discipline shall be either dropped or further appeal forfeited as the case may be.

7-A-2. In the application of Rules 6-A-2, 6-A-3 and 7-A-1, his union representative may attend the proceedings, even though the employee may not desire to be represented.

7-A-3. When it is considered that an injustice has been done with respect to any matter other than discipline, the employee affected or the union representative as that term is defined in this Agreement, on his behalf, may within ten (10) calendar days present the case, in writing, to the employee's General Foreman. If the decision of his General Foreman, which shall be in writing, is unsatisfactory, such decision may then be handled by the union representative with the Manager-Labor Relations.

#### RULE NO. 8--MISCELLANEOUS

8-A-1. The Company will provide a place in all shops and enginehouses, where, under lock and key, union representatives may post notices relative to social events and union meetings. Other notices must receive prior written approval by the supervisor.

8-B-1. (a) Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment.

(b) Employees relieved from duty due to an on duty injury while at work will be paid for the full day.

8-B-2. All yards and shops shall have first-aid kits on the premises. Said first-aid kits shall be kept in proper condition and inspected weekly.

8-B-3. Notice shall be posted at all shops, yards and enginehouses, showing location of first aid equipment and the location and phone number of hospitals and ambulance service.

8-C-1. (a) Employees shall not be required to furnish their privately owned automobiles for Company use.

(b) Employees requested to and using their private automobiles for Company business shall be allowed mileage made for use thereof in accordance with the mileage rate established by the Company.

8-D-1. Employees shall be paid off during their regular working hours, bi-weekly, except where State laws require a more frequent paying off condition. Should the regular payday fall on one of the holidays specified in Rule 4-B-2, or on days when the shops are closed down, employees shall be paid on the preceding day.

8-D-2. Where there is a shortage equivalent to one (1) day's pay or more in the pay of an employee, a check shall be issued upon request to cover the shortage.

8-D-3. Employees leaving the service of the Company shall be furnished with a time voucher covering all time due.

8-D-4. During inclement weather, provision shall be made where buildings are available, to pay employees under shelter.

8-E-1. The Company shall furnish good drinking water, and ice if necessary. Drinking fountains shall be maintained in a sanitary and serviceable condition. The Company shall keep pits, floors, lockers, toilets, washrooms and lunchrooms, in good repair and in a clean, dry and sanitary condition.

8-E-2. Shops, locker rooms, washrooms and lunchrooms shall be lighted and heated in the best manner possible, consistent with the source of heat and light available at the point in question.

8-E-3. The Company shall, upon request, provide water and acid repellent clothing to employees engaged in the following work:

Cleaning manholes, pits and sumps; handling acid; handling storage battery elements; repairs to water mains and tunnel sumps; cleaning of cars and locomotives when caustic or similar solution is used; locomotive washing machine operation; locomotive boilerwashing operation; lye vat operation.

Spark protective clothing must be furnished by the Company to employees engaged in all welding and cutting; leather gloves to welders; asbestos or leather gloves to employees who are required to handle hot tools or materials

and to employees required to do cutting or burning with acetylene gas and oxygen; rubber gloves to employees who are required to work on high voltage circuits.

In the event atomic waste material is handled, necessary protective clothing shall be furnished the employees.

This clothing will be in custody of the General Foreman of the job assignment.

8-E-4. As a result of the conversion from standard to metric, any necessary tools shall be made available to employees by the Company.

The Company shall reimburse or replace an employee for stolen personal tools provided such theft was not due to the employee's negligence.

8-F-1. No employee shall be required to work under a locomotive, derrick, car, elevator, or mould without proper protection.

When the nature of the work to be done requires it, locomotives, derricks, or passenger cars shall be placed over a pit, if available.

Employees 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.

8-G-1. Employees who have been working on hot work shall not be required to work on cold work until given sufficient time to cool off.

8-H-1. (a) The parties to this Agreement pledge to comply with all safety and health requirements in accordance with State and Federal Laws.

(b) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is not limited to placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeship, lay-off or termination.

(c) Wherever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply.

(d) The Company shall not discriminate against any of its employees who are selected as representatives of the union who from time to time represent other employees; nor shall the Company discriminate against any employee for testifying on behalf of other employees. Representatives of the union will be granted leave of absence when delegated to represent other employees.

(e) Local union representatives shall not be required to lose time from their regular assignment when representing employees covered by this Agreement at trials or investigations or for attending local conferences or scheduled monthly meetings with the Manager-Labor Relations.

The foregoing shall not apply to more than two (2) union representatives at any one trial, investigation, conference or meeting.

8-I-1. (a) When the requirements of the service will permit, an employee will be granted leave of absence under reasonable circumstances, but he must make written application in duplicate to the Company official in charge, who will forward one copy to the appropriate union representative.

If renewal is desired, written application in accordance with the foregoing requirements will be made prior to the expiration of the leave of absence previously granted.

(b) An employee while on leave of absence, who engages in work not covered by this Agreement, will forfeit his seniority unless special arrangements have been made with the Manager-Labor Relations and the appropriate union representative.

(c) Leave of absence will be granted to any employee elected or appointed to a public office, for which a competitive examination is not required, subject to approval of the Manager-Labor Relations and the appropriate union representative.

(d) Employees of the Company who become full-time duly accredited representatives of employees of the Company or are employed exclusively by the union shall be considered on leave of absence until 30 days after release from such employment.

(e) Employees who have opportunity to take employment with a government agency, which handles railroad matters, will be granted leave of absence, subject to approval of the Manager-Labor Relations and the appropriate union representative.

8-I-2. An employee unable to report for work or detained from work for any cause must notify his shop or work location as soon as possible.

8-J-1. Employees in service covered by this Agreement shall not be required to submit to periodical physical examination unless required by State or Federal Law. In the event a question arises as to the physical condition of an employee, he may be examined by a physician designated by the Company at its expense.

Before an employee is disqualified for further service such employee individually or through his union representative may request a reexamination by competent medical authority (to be promptly selected between the parties who will jointly participate in the expense).

8-K-1. (a) Employees will be paid at the straight time rate of pay for time attending related training sessions held during or outside of regular work hours.

(b) In connection with classroom instruction, the Company will arrange and pay for lodging facilities, where necessary, that will be of adequate quality and with the assignment of not more than two (2) employees to a room beginning on the night before the training classes begin, continuing throughout the time classes are in session. Employees who will not occupy such lodging facilities and employees who will not attend scheduled classroom sessions must notify the designated Instructor in advance.

(c) Transportation between the Company-arranged place of lodging and the classroom facility will be made available by the Company.

(d) The Company will arrange for transportation and will reimburse the employees for reasonable meal expenses for travel from their headquarters to the lodging at the classroom training location and return. If transportation is not provided by the Company and his personal transportation is authorized and used, mileage will be allowed for one round-trip between the employee's regular headquarters and the lodging facility at the classroom training location at the established mileage rate.

(e) Participants in the classroom training sessions staying in the lodging facilities provided by the Company will have all meals provided from the first day of the session up to the dinner meal on the last day of the session. This does not apply to classroom training sessions at home point.

RULE NO. 9--VACATIONS

9-A-1. The "National" Vacation Agreement of December 17, 1941, as amended, and agreed-upon interpretations thereon, between certain Eastern, Western and Southeastern carriers and their employees represented by various cooperating railroad labor organizations shall apply to the employees covered by this Agreement.

RULE NO. 10--NOTICE OF CHANGES

10-A-1. This Agreement, which includes the Appendices, shall become effective May 1, 1979. If a revision is desired by either the Company or the union representative, thirty (30) days' notice in writing, of the modifications desired, shall, except as otherwise provided in Rule 9-A-1, be given by the party to this Agreement desiring said modification and a meeting to negotiate said proposed modifications shall be held as soon as practicable after the expiration of the thirty (30) days.

Signed at Philadelphia, Pa., this 14th day of March, 1979.

INTERNATIONAL ASSOCIATION  
OF MACHINISTS & AEROSPACE  
WORKERS

CONSOLIDATED RAIL  
CORPORATION

Joseph E. Burns  
President-Directing  
General Chairman

R E Sweet  
Asst. Vice President-  
Labor Relations

Charles A. Munn  
General Chairman

Charles C. Anderson, Jr.  
General Chairman

V. Caprianni  
General Chairman

Ed O'Connell  
General Chairman

H. Bates  
General Chairman

Subject to  
Ratification

RATE SCHEDULE  
Effective May 1, 1979

<u>GRADE RATE</u>	<u>BASE RATE</u>	<u>RATE*</u>
A	\$8.57	\$9.00
B	8.49	8.92
C	8.40	8.83
D	8.27	8.70

HELPERS

\$6.99                      \$7.42

ENTERING RATES

MECHANICS

First Year -	\$7.26	\$7.69
Second Year -	7.80	8.23

HELPERS

First Year -	\$6.14	\$6.57
Second Year -	6.60	7.03

(Prior railroad service in the Machinist Craft will be credited)

\*Rate includes 43 cents cost-of-living adjustment as of January 1, 1979.

DIFFERENTIALS

LEAD MECHANICS

A differential of 12 cents per hour above the rate of their assignment will be paid to Mechanics who, in addition to performing the work of their craft also perform duties such as directing movements over inspection pits, directing dispatchment of locomotives or assigning men.

WELDERS

A differential of 12 cents per hour above the rate of their assignment will be paid to Mechanics in Grades "B", "C" and "D" who also perform welding.

AND APPRENTICES IN THE M. OF E. DEPARTMENT.  
WORK.

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS  
MACHINISTS'

	GRADED WORK CLASSIFICATION	EXPLANATION
*A-Grade	Time setting and time studying.	Men qualified to determine time and methods to perform any and all operations.
*B-Grade	Laying out. Grade die making and sinking. Tool making.	Men regularly assigned to this work and responsible for accuracy of work. (Not assistants or helpers.) Does not apply to men laying out by templates only. Men qualified to lay out and perform all work in the manufacture of dies from rough or roughed out stock. (Not assistants or helpers.) Men qualified to lay out, machine and completely finish all tools from rough or roughed out stock. (Not assistants or helpers.)
*C-Grade	Instrument work, including Time, Temperature and Electrical recording or indicating instruments, Clocks, Stop Watches, Optical Instruments and the special recording equipment on Dynamometer car. Repairs to plant, road machinery and equipment.	One who is specially skilled and assigned to the work of repairing these instruments and who is required to make and assemble the detail parts thereof in completing such repairs. This rate does not apply to assistants or helpers nor to men who may be assigned to make repairs by dismantling and assembling, using repair parts from stock. Pressure gauges and work of that character not included. Men of high grade skill qualified and assigned to do all-around work on miscellaneous repairs to tools, machinery and equipment, including setting up and erecting. (Rate not to be paid to ordinary floor hands assisting in this work.)

\* Fully qualified mechanics' work.

AND APPRENTICES IN THE M. OF E. DEPARTMENT.  
WORK—Continued.

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS  
MACHINISTS'

	GRADED WORK CLASSIFICATION	EXPLANATION
	<p>(Milling)</p> <p>Spiral gears, bevel gears, electric tractor pinion gears, stub tooth gears, inspector's wheel mounting gauges, Road Foreman's tire gauges, Shop Foreman's tire gauges, coupler contour gauges.</p>	<p>Work assigned to machines as specified.</p>
*C-Grade (Continued)	<p>(Lathe)</p> <p>Form cutters for automatic machine, form cutters for flue tools, relj-ving staybolt taps, relieving boiler taps, taper and straight threading dies. Scale beam men.</p>	<p>Work assigned to machines as specified.</p>
	<p>Locomotive inspecting—Federal certificates.</p>	<p>Highly skilled men qualified and assigned to the calculation of levers and weights required for scaling beams, scaling of beams and scales and any other work in connection with new or repaired scales.</p>
	<p>Operating Reflectoscope machine</p>	<p>Machinists inspectors who are qualified and regularly assigned to and responsible for certifying to reports and tests made by them as required by Federal Locomotive Inspection Laws.</p>
		<p>Men qualified to perform all work that may be assigned to such machine.</p>

AND APPRENTICES IN THE M. OF E. DEPARTMENT.  
WORK—Continued.

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS  
MACHINISTS'

GRADED WORK CLASSIFICATION	EXPLANATION
<p>(Lathe)</p> <p>Boiler taps, hand taps, thread gauges finished on grinder, hollow milling tools, trepanning tools for test specimens.</p> <p>(Shaper)</p> <p>Scale fulcrums for track scales, form cutters for drill presses, form cutters for boring tools, wheel and tire contour gauges, tram gauges.</p> <p>Scale builders.</p>	<p>Work assigned to machines as specified.</p> <p>Work assigned to machines as specified.</p> <p>Skilled men qualified and assigned to working up all details for completing scales (except calculating levers and weights and sealing scales) in connection with new or repaired scales.</p>
<p>*D-Grade</p> <p>Work specified below and work requiring similar skill:</p> <ul style="list-style-type: none"> <li>Erecting shop floor work.</li> <li>Roundhouse floor work.</li> <li>Vise shop work.</li> </ul> <p>Machine work on:</p> <ul style="list-style-type: none"> <li>All planers to and including 56", except standard frame planers.</li> <li>All slotters except standard frame slotters.</li> </ul>	<p>This grade of work covers general work on erecting, enginehouse and vise work, with the exception of work covered by the lower grades.</p> <p>All work that may be assigned to machines specified.</p>

\* Fully qualified mechanics' work.

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS  
MACHINISTS

GRADED WORK CLASSIFICATION

All plain vertical, universal and slot millers except special machines.  
 Boring mills except car, engine truck and tender wheel boring machines.  
 Finishing grinders.  
 Gear cutters.  
 Semi-automatic machines working stock over 3".  
 Profiling machines.  
 All engine lathes on following specified work and work requiring similar skill:  
 Precision gauges, die work, crosshead pins finished to fit, crossheads, knuckle joint pins finished to fit, piston rods, piston centers, cylinder bushings, piston valve bushings, lift shafts, piston valve stems, main rod brasses and side rod bushings finished to fit rods, armature shafts, gears and steering knuckles, and generator shafts and pulleys.  
 All shapers on following specified work and work requiring similar skill:  
 Precision gauges, die work, finishing to size brass bearings, front end main rod keys and liners, pads and clamps and lift shaft bearings.  
 Locomotive inspecting.

\*D-Grade  
(Continued)

\* Fully qualified mechanics' work.

AND APPRENTICES IN THE M. OF E. DEPARTMENT.  
WORK—Continued.

EXPLANATION

All work that may be assigned to machines specified.

Work as specified.

Work as specified.

Men assigned to inspecting locomotives, steam heat, air brakes and appurtenances.

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS  
MACHINISTS

	EXPLANATION
<p>*D-Grade</p> <p>Operating travograph. }                      Operating radiograph. }                      Cleaning and oiling triple valves.</p> <p>Operating wheel boring machines (car, engine truck                      and tender).                      Operating grinding machines, rough.                      Operating drill press, ordinary, using a facing,                      boring or turning head or milling apparatus.</p> <p>Operating turret lathe.                      Engine lathes                      Operating shapers                      Grinding and polishing.</p> <p>Plating—silver, nickel, copper.</p> <p>Operating screw and semi-automatic machines work-                      ing stock 3" and under.                      Operating drill press-radial, using a facing, boring                      or turning head or milling apparatus.                      Operating special semi-automatic machine—for                      boring journal bearings.</p> <p>Operating axle lathe, center and end driven.                      Operating full automatic machines.</p>	<p>All work that may be assigned to machines specified.                      Men assigned to the work specified.</p> <p>All work that may be assigned to machines specified.</p> <p>All work that may be assigned to machine specified.</p> <p>Men qualified and assigned to grinding and polishing for electro-                      plating. Does not include grinding or polishing machines for                      other than electro-plating.                      Men qualified and assigned to mixing of all plating solutions and                      capable of pickling and plating.</p> <p>Working all bar stock of the size specified or under, including all                      other general work which may be assigned.                      All work that may be assigned to machines specified.</p> <p>All work assigned to machine specified.</p> <p>All work that may be assigned to machines specified.</p>

AND APPRENTICES IN THE M. OF E. DEPARTMENT.  
WORK—Continued.

	EXPLANATION
<p>All work that may be assigned to machines specified.                      Men assigned to the work specified.</p> <p>All work that may be assigned to machines specified.</p> <p>All work that may be assigned to machine specified.</p> <p>Men qualified and assigned to grinding and polishing for electro-                      plating. Does not include grinding or polishing machines for                      other than electro-plating.                      Men qualified and assigned to mixing of all plating solutions and                      capable of pickling and plating.</p> <p>Working all bar stock of the size specified or under, including all                      other general work which may be assigned.                      All work that may be assigned to machines specified.</p> <p>All work assigned to machine specified.</p> <p>All work that may be assigned to machines specified.</p>	<p>All work that may be assigned to machines specified.                      Men assigned to the work specified.</p> <p>All work that may be assigned to machines specified.</p> <p>All work that may be assigned to machine specified.</p> <p>Men qualified and assigned to grinding and polishing for electro-                      plating. Does not include grinding or polishing machines for                      other than electro-plating.                      Men qualified and assigned to mixing of all plating solutions and                      capable of pickling and plating.</p> <p>Working all bar stock of the size specified or under, including all                      other general work which may be assigned.                      All work that may be assigned to machines specified.</p> <p>All work assigned to machine specified.</p> <p>All work that may be assigned to machines specified.</p>

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS  
AND APPRENTICES IN THE M. OF E. DEPARTMENT.  
MACHINISTS' WORK—Continued.

GRADED WORK CLASSIFICATION	EXPLANATION
<p>*D—Grade</p> <p>Operating all standard frame planers and planers above 56". Operating all standard frame slotters. Operating 2, 3 and 4-head special milling machines. (Milling) Spiral surface mills, end mills, staybolt taps, boiler taps, form cutters for flue tools, form cutters for piston keys, form cutters for automatic machine.</p>	<p>This grade applies only to these machines and the men assigned thereto.</p> <p>Work assigned to machines as specified.</p>

APPENDIX "C"

MEMORANDUM OF UNDERSTANDING IN CONNECTION WITH THE AGREEMENT EFFECTIVE MAY 1, 1979 BETWEEN CONSOLIDATED RAIL CORPORATION AND THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

1. The Schedule Agreements of the former component railroads and all amendments, supplements and appendices to these agreements (including so called National Agreements, with the exceptions of those listed below) and all other previous agreements which are in conflict with the Agreement effective May 1, 1979, are terminated insofar as they apply to employees of the Machinist Craft:

- A. Agreement of October 7, 1971 establishing so-called Off Track Vehicle Insurance effective January 1, 1972.
- B. Agreement of May 9, 1973 establishing a Plan for Supplemental Sickness Benefits effective July 1, 1973.
- C. Agreement of March 12, 1975, establishing a National Dental Plan effective March 1, 1976.
- D. Article V of the Agreement of August 19, 1954, and memorandum of the same date providing for the establishment of a plan for group hospital, surgical and medical insurance and subsequent agreement provisions amending that plan.
- E. Memorandum of Understanding dated December 4, 1969 placing into effect the Incidental Work Rule effective February 19, 1970.
- F. Union Shop Agreement dated August 29, 1952

2. The provisions of this Agreement shall apply to the extent Consolidated Rail Corporation may be required by a State or other subsidy to operate certain lines of railroads not conveyed to the Consolidated Rail Corporation. This Agreement does not apply on the Raritan River Railroad or the Merchants Despatch Transportation Corporation which are being operated as subsidiaries.

3. The Implementing Agreements of July 23, 1975 and March 16, 1976 (as amended on May 28, 1976), except Article VII, between the International Association of

Machinists and Aerospace Workers and Consolidated Rail Corporation remain in effect.

4. The Classifications of Work for various shop crafts as agreed to on September 12, 1960, by the T.W.U., former System Federation 152 and the former Pennsylvania Railroad as well as paragraph 7 of the "Memorandum of Understanding in Connection with the Agreement of September 12, 1960...." involving jurisdictional disputes and the so-called "Kendall letter" of December 20, 1960 remain in effect insofar as they apply to jurisdictional questions on the property of the former Pennsylvania Railroad.

5. (In connection with Rule 2-A-4)

The term "location" as used in Rule 2-A-4 means a complete facility, such as an engine house or car shop, except at major facilities it will be by department unless otherwise agreed-upon between Manager-Labor Relations and the union representative.

6. Pending resolution of the cross representation problem involving M. of W. Repairmen and Scale Inspectors, this Agreement and its Appendices shall apply to such employees represented by the International Association of Machinists and Aerospace Workers except that the present seniority districts, rosters, basis for pay and rates of pay remain unchanged.

7. Contracts with outside concerns in effect as of the date of this Agreement on other than former PC territory which are in conflict with this Agreement may be continued but not renewed.

8. Nothing in the agreement effective May 1, 1979, shall be construed in any manner to supersede the provisions of Title V of the Regional Rail Reorganization Act of 1973, as amended.

PROCEDURE FOR THE TERMINATION OF SENIORITY

The seniority of employees coming within the scope of the Agreement entered into by and between the Consolidated Rail Corporation and its employees in the Maintenance of Equipment Department represented by the International Association of Machinists and Aerospace Workers:

1. Employees who have attained the age of seventy (70) years or who shall attain the age of seventy (70) years before July 1, 1979, shall have their seniority terminated effective June 30, 1979.
2. Each employee who reaches the age of seventy (70) subsequent to June 30, 1979, shall have his seniority terminated effective the last day of the month in which his 70th birthday occurs, or on June 30th of the year in which his 70th birthday occurs, whichever is the later.
3. Employees whose seniority has been terminated under the provisions of this procedure shall not be reemployed by the Company for service within the Machinist Craft.
4. Neither this procedure, nor any provision contained herein, nor any application thereof, shall be considered or used as a basis for any time or money claim against the Company.

## APPENDIX "E"

THIS AGREEMENT is entered into this 14th day of March, 1979, in accordance with Section 2, Eleventh of the Railway Labor Act, as amended, by and between CONSOLIDATED RAIL CORPORATION (hereinafter referred to as the "Company") and the employees of said Company of the classes represented by the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS (hereinafter referred to as the "Organization")

### DUES DEDUCTION

1. Subject to the conditions herein set forth, the Company will withhold and deduct from wages due employees represented by the Organization, amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties, nor insurance premiums unless included in the periodic dues) uniformly required as a condition of acquiring or retaining membership in the Organization.

2. No such deduction shall be made except from the wages of an employee who has executed and furnished to the Company a written assignment, in the manner and form herein provided, of such periodic dues, initiation fees and assessments. Such assignment shall be on the form specified in Attachment "A" hereto and shall, in accordance with its terms, be irrevocable for one year from the date of its execution, or upon the termination of this Agreement, or upon the termination of the rules and working conditions agreement between the parties hereto, whichever occurs sooner. Current wage deduction assignments executed under former railroad agreements will continue in effect.

3. Additions or deletions of names, or changes in amount, shall hereinafter be furnished the Director-Payroll Operations, by the Organization, using a typewritten deduction list in the form and containing such information as is specified in Attachment "B" hereto, on or before the 20th day preceding the month in which the deduction will be made.

4. Deductions as provided for herein will be made monthly by the Company from wages due employees for the first biweekly pay period (or corresponding period for those paid on a weekly basis) which ends in each calendar month and the Company will pay, by draft, to the order of the Organization the total amount of such deductions on or before the last day of the month following the month in which such deductions are made. With said draft the Company shall return to the Organization a listing identifying the deductions made and not made containing a computation of the sum withheld.

APPENDIX "E"  
(Continued)

5. No deduction will be made from the wages of any employee who does not have due to him for the pay period specified an amount equal to the sum to be deducted in accordance with this Agreement, after all deductions for the following purposes have been made:

- (a) Federal, State, and Municipal Taxes;
- (b) Supplemental Pension;
- (c) Other deductions required by law, such as garnishment and attachment;
- (d) Amounts due Company;
- (e) Contributions to Voluntary Relief Department.

6. Responsibility of the Company under this Agreement shall be limited to permitting to the Organization amounts actually deducted from the wages of employees pursuant to this Agreement and the Company shall not be responsible financially or otherwise for failure to make proper deductions. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Organization, and any complaints against the Company in connection therewith shall be handled by the respective Organization on behalf of the employee concerned.

7. An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one (1) year, unless within such year this Agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignments shall be in writing and on the form specified in Attachment "C" hereto. Attachment A, B and C shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organizations shall assume the full responsibility for the procurement of the execution of the forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignments forms shall be delivered with

APPENDIX "E"  
(Continued)

the deduction list herein provided for, to the Company not later than the 20th of the month preceding the month in which the deduction or termination of deduction is to become effective.

8. No part of this Agreement shall be used in any manner whatsoever, either directly or indirectly, as a basis for a grievance or time claim by or in behalf of any employee; and no part of this or any other agreement between the Company and the Organization shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation of, or misapplication of, or non-compliance with, any part of this Agreement.

9. The Organization shall indemnify, defend and save harmless the Company from any and all claims, demands, losses or damage resulting from the entering into or complying with the provisions of this Agreement.

This Agreement shall become effective May 1, 1979 and shall remain in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at Philadelphia, Pa., this 14th day of March 1979.

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS

CONSOLIDATED RAIL  
CORPORATION

Joseph E. Burns  
President-Directing  
General Chairman

R. E. Swart  
Asst. Vice President-  
Labor Relations

Charles A. Munro  
General Chairman

Charles C. Anthony, Jr.  
General Chairman

V. Pappalardo  
General Chairman

A. C. O'Connell  
General Chairman

A. L. Dates  
General Chairman

Subject to  
Ratification

WAGE DEDUCTION AUTHORIZATION \_\_\_\_\_ REGION \_\_\_\_\_  
CONOLIDATED RAIL CORPORATION AND \_\_\_\_\_ DIVISION \_\_\_\_\_  
INTERNATIONAL ASSOCIATION OF \_\_\_\_\_  
MACHINISTS AND AEROSPACE WORKERS \_\_\_\_\_ EMPLOYEE NUMBER \_\_\_\_\_

PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL) \_\_\_\_\_

WORK LOCATION \_\_\_\_\_

HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE) \_\_\_\_\_

DIRECTOR-PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

I HEREBY ASSIGN TO THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, THAT PART OF MY WAGES NECESSARY TO PAY INITIATION FEES, PERIODIC DUES, AND ASSESSMENTS (NOT INCLUDING FINES & PENALTIES) AS CERTIFIED TO THE COMPANY BY THE ORGANIZATION AS PROVIDED IN THE DEDUCTION AGREEMENT, ENTERED INTO BY THE COMPANY AND THE ORGANIZATION MARCH 14, 1979 AND AUTHORIZE THE COMPANY TO DEDUCT SUCH SUM FROM MY WAGES AND PAY IT OVER TO THE ORGANIZATION IN ACCORDANCE WITH THE DEDUCTION AGREEMENT.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ LOCAL NUMBER \_\_\_\_\_

DIRECTOR - PAYROLL OPERATIONS:

PLEASE DEDUCT MONTHLY THE AMOUNT SHOWN OPPOSITE THE NAME OF EACH EMPLOYEE LISTED BEGINNING WITH THE MONTH OF \_\_\_\_\_ 19\_\_\_\_. IF YOU HAVE BEEN PREVIOUSLY ADVISED TO MAKE A DEDUCTION FROM THE EMPLOYEE LISTED THE AMOUNT SHOWN WILL BE A CORRECTION IN THE AMOUNT TO BE DEDUCTED.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	PAYROLL WEEK						28	29	30	31	32	33	34	35	45	46	DATE RECEIVED IN PAYROLL DEPT.	
																					22	23	24	25	26	27											INIT.	LAST
AUTHORITY		MAINTENANCE CODE		EMPLOYEE NUMBER		EMPLOYEE'S INITIALS		DEDUCTION CODE		DEDUCTION AMOUNT																												
313	5																			5	0	1	0	0	0	0										3		
313	5																			5	0	1	0	0	0	0											3	
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NAME OF LABOR ORGANIZATION LOCAL OR DIV. NUMBER NAME, ADDRESS & PHONE # OF SECRETARY-TREASURER

INSTRUCTIONS FOR PAYROLL DEDUCTION MAINTENANCE FORM

TEM    FIELD

- 1    Maintenance Code    -    "N" (New) - Initiates a new deduction for an employee.  
      (Column 8)
- "D" (Delete) - Deletes the entire record for the "Payroll Week" indicated. Complete Items 1 through 4 as they appear on the master file for the record to be deleted.
- 2    Employee Number    -    Six digit Employee Number assigned to the employee.  
      (Columns 9 to 14)
- 3    Employee's Init.    -    For new member maintenance - show initials exactly as they appear on the employee's pay check. For delete maintenance - use the Deduction Made and Not Made list for checking initials.  
      (Columns 15 to 17)
- 4    Deduction Code    -    The three digit deduction code assigned to your organization.  
      (Columns 18 to 20)
- 5    Deduction Amount    -    The amount to be deducted from the employee in the "Payroll Week" indicated.  
      (Columns 28 to 34)
- 6    Employee Name    -    Show employee's initials and last name.

NOTE:

New member deductions will not be honored unless a properly prepared Wage Deduction Authorization Form, signed by the employee, is received by the Director - Payroll Operations. A revocation form is necessary when transferring from one labor organization to another and should accompany this form.

I.A.M. & A.W.  
ATTACHMENT "C"

WAGE ASSIGNMENT REVOCATION

REGION

CONSOLIDATED RAIL CORPORATION AND  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

DIVISION

PRINT NAME (LAST NAME, FIRST NAME, MIDDLE INITIAL)

WORK LOCATION

EMPLOYEE NUMBER

HOME ADDRESS (STREET AND NUMBER, CITY, STATE, ZIP CODE)

DIRECTOR-PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

EFFECTIVE IN THE NEXT CALENDAR MONTH, I HEREBY REVOKE  
THE WAGE ASSIGNMENT AUTHORIZATION NOW IN EFFECT ASSIGNING  
TO THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AERO-  
SPACE WORKERS, THAT PART OF MY WAGES NECESSARY TO PAY IN-  
ITIATION FEES, PERIODIC DUES, AND ASSESSMENTS, AND I HEREBY  
CANCEL THE AUTHORIZATION.

DATE

SIGNATURE

LODGE NUMBER

APPENDIX "F"

PROCEDURE FOR THE EXPEDITED HANDLING OF DISPUTES  
UNDER ARTICLE III OF THE AGREEMENT EFFECTIVE  
MAY 1, 1979, WITH REGARD TO THE CONTRACTING OF  
WORK TO OUTSIDE CONCERNS

1. It is understood by the parties that disputes with regard to the following matters shall be given expedited handling:
  - (a) Disputes with regard to arrangements by the Company for exchange with the manufacturer of locomotive units, components or parts.
  - (b) Disputes with regard to arrangements by the Company with outside concerns for rebuilding or upgrading cars.
  - (c) Disputes with regard to arrangements by the Company with outside concerns for repairs in major emergencies.
  - (d) Other disputes with regard to arrangements by the Company with outside concerns for the performance of a substantial volume of work specified in Article V of the Agreement.
2. Disputes covered by paragraph 1 above, when they arise, may be handled promptly by the General Chairman and Senior Director-Labor Relations, without the necessity for preliminary handling by either party at a lower level, and shall be subject to the procedure set forth in paragraph 3 below.
3. Procedure:
  - (a) The expedited handling of a dispute may be initiated by the General Chairman or Senior Director-Labor Relations, by written notice to the other party to the Agreement.
  - (b) A meeting to discuss the dispute will be held as promptly as possible and in no event later than 10 days after such written notice is received by the party. The decision of the Senior Director-Labor Relations will be made in writing promptly and in no event later than ten (10) days after such meeting.

APPENDIX "F"  
(Page 2)

- (c) If the decision of the Senior Director-Labor Relations is unsatisfactory, the party taking exception thereto may within ten (10) days from the date of the Senior Director's decision notify the other party in writing of intention to appeal the decision pursuant to the provisions of Section 3, Second, of the Railway Labor Act; if such notice is not given, the decision of the Senior Director-Labor Relations shall be final and binding on all the parties.
  - (d) Upon receipt of notice of intention to appeal a dispute under paragraph (c), the parties will attempt to agree upon a neutral person to hear and decide the dispute. If such agreement is not reached within ten (10) days, either party may ask the National Mediation Board to appoint a neutral person to hear and decide the dispute.
  - (e) After the neutral person has been agreed upon or appointed by the National Mediation Board, he shall hear and decide the dispute within 30 days. The parties may present oral or written evidence, or both, for consideration in the determination of the dispute. The decision of the neutral person shall be final and binding upon the parties.
  - (f) The time limits set forth in this paragraph 3 may be extended only by written agreement of the parties involved in the dispute.
4. It is further understood that the procedure for expedited handling is to be applicable only to disputes covered by paragraph 1 of this memorandum involving substantial monetary claims appropriate for such handling.

MEMORANDUM OF UNDERSTANDING COVERING  
MACHINIST INSTRUCTOR

Positions of Machinist Instructor may be established at the sole discretion of the Company. Such positions, when established, may be utilized to train apprentices or trainees and mechanics in all phases of Machinist's work and to teach mechanics techniques to be used in the training of apprentices or trainees.

These positions shall be subject to all rules of the agreement effective May 1, 1979, except those dealing with advertisement, displacement, starting time, rest days and hours of assignment, provided, however, that the overtime provisions shall apply after completion of forty (40) hours' work in any week. Such Instructor positions may be filled by the Company from employees having more than sixty (60) days seniority on a Machinist roster.

Employees assigned to such Instructor positions shall be paid 50 cents per hour above the Grade "D" rate.

The establishment of this classification of Machinist Instructor in no manner restricts the Company from utilizing other than Machinists in training functions.

INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

CONSOLIDATED RAIL  
CORPORATION

Joseph E. Burns  
President-Directing  
General Chairman

R. E. Swert  
R. E. Swert, Assistant  
Vice President-Labor  
Relations

Charles J. ...  
General Chairman

Charles C. ...  
General Chairman

V. ...  
General Chairman

... O'Connell  
General Chairman

... Waters  
General Chairman

Subject to  
Ratification

Philadelphia, Pa.  
March 14, 1979

MEMORANDUM OF UNDERSTANDING OF MARCH 14TH, 1979, BETWEEN  
THE CONSOLIDATED RAIL CORPORATION AND THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS WITH  
RESPECT TO THE MAINTENANCE OF MOTOR VEHICLES

1. Pending completion of the procedures outlined in Item 2, the status quo will be maintained with respect to the maintenance of leased trucks under the terms of the former Pennsylvania Railroad System Federation 152 Agreement.
2. Within 30 days following the date of this Agreement, a Committee consisting of two Company representatives and two union representatives will be formed. This Committee will be given complete information with respect to the number and location of motor vehicles leased or owned by the Company and all data relative to the cost of maintaining such vehicles. Based on this information, the Committee will make a joint recommendation of those locations, if any, where establishment, upgrading or elimination of Company garages would be economically justified.
3. In the event the Committee is unable to agree to a complete joint recommendation, the parties to this Agreement shall select a neutral person with expertise in the field of automotive maintenance to serve with the Committee and to make a non-binding recommendation of those locations, if any, where establishment, upgrading or elimination of Company garages would be economically justified.

Signed at Philadelphia, Pa., this 14th day of March 1979.

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS

CONSOLIDATED RAIL  
CORPORATION

Joseph E. Burnish  
President-Directing  
General Chairman

R E Sweet  
Asst. Vice President-  
Labor Relations

Charles A. Munn  
General Chairman

Charles C. Gathen Jr.  
General Chairman

N. Casarini  
General Chairman

Al O'Connell  
General Chairman

R L Waters  
General Chairman

Subject to  
Ratification