

AGREEMENT

BY AND BETWEEN

**TERMINAL RAILROAD
ASSOCIATION OF ST. LOUIS**

AND

EMPLOYES THEREON REPRESENTED

BY THE

**BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYES**

EFFECTIVE MAY 1, 1952

REVISED SEPTEMBER 1, 1965

INDEX

	Rule No.	Page No.
Absence from work.....	22	15
Absorbing overtime.....	33	27
Assignments.....	8, 25	7, 16
Assignment, Form of.....	14B	10
Attending court or investigations.....	40	29
Beginning and ending of day.....	27	19
Bulletin, Form of.....	14A	9
Bulletin notice.....	13	8
Calls.....	32	27
Change of districts.....	20	14
Classification.....	2	2
Composite service.....	39	29
Consideration.....	5	5
Department limits.....	6	5
Determining hourly rates.....	35	28
Differential.....	2	2
Discipline.....	24	15
Districts, Change in.....	20	14
Effective date and change.....	52	35
Expenses.....	36	28
Failure to qualify.....	10	7
Force reduction.....	15	11
Force reduction notice.....	15A	11
Grievances.....	24	15
Holidays, Paid.....	29B	21
Holiday work.....	29A	20
Hospital, Surgical and Medical Benefits and Group Life		
Insurance.....	Appendix D, 49	35
Hours of service.....	28	20
Hours paid for.....	26	19
Ice.....	41	29
Increase of force.....	17	14
Job security.....	Appendix E, 50	35
Leave of absence.....	23	15
Leaving service.....	21	15
Meal period.....	38	28
Official positions.....	12	8
Overtime.....	31	25
Paid holidays.....	29B	21
Paying off.....	46	34
Physical examinations.....	43	31
Printing schedule.....	45	34
Prior consultation.....	14C	11
Promotion.....	9	7
Promotion to officials.....	11	7

	Rule No.	Page No.
Rates of pay.....	Appendix A, 44A	32
Rates of pay for new positions.....	44B	33
Reporting and not used.....	37	28
Rest days	25B	17
Rest day work.....	29A	20
Restoration of force.....	17	14
Rosters, Seniority	18	14
Safety	4	5
Scope	1	1
Seniority	3	4
Seniority limits	7	6
Seniority, Retaining	16	13
Seniority rosters	18	14
Supervisory employes	34	27
Supplements	51	—
	Supplements 1, 2, 3, 4, & 5	35
Temporary service	19	14
Time limit on claims.....	42	29
Union shop.....	Appendix C, 48	35
Vacancies and new positions.....	13	8
Vacations	Appendix B, 47	35
Vacation Agreement revised to January 1, 1965.....	Appendix B —	—
Wash rooms	30	25
Work assignments	25A	16
Workweek	25B	17

PREAMBLE

The following principles are recognized and concurred in by the parties hereto:

An obligation rests upon management and upon each employe to render honest, efficient and economical service to the carrier serving the public.

The spirit of cooperation between management and employes being essential to efficient operation, both parties will so conduct themselves as to promote this spirit.

RULE 1

SCOPE

These rules govern the hours of service, working conditions and rates of pay of the following classes of employes in any of the sub-departments of the Maintenance of Way and Structures Department outlined in Rule 6:

Bridge and Building Ironworker Gang Leaders,
Bridge and Building Ironworkers,
Bridge and Building Ironworker Helpers,
Assistant Carpenter Foremen,
Carpenters and Motor Truck Operators-Carpenters,
Carpenter Helpers,
Cabinetmakers,
Assistant Painter Foremen,
Painters,
Painter Helpers,
Assistant Masonry and Concrete Foremen,
Mason and Concrete Mechanics and Motor Truck Operators—Mason and Concrete Mechanics,
Mason and Concrete Mechanic Helpers,
Section and Extra Gang Foremen,
Assistant Section and Extra Gang Foremen,
Track mounted Weed Burner Operators, including Weed Burner Motor Car Operators, Motor Car Operators, Motor Truck Operators and Acetylene Torch Operators,
Section and Extra Gang Laborers,
Machine Operators (Crane, Derrick, Trak-Kleener and Bullgrader Operators),
Highway Crossing Watchmen.

Any class of employes represented by the Maintenance of Way organization not mentioned above, or that may later be added to the service, will be embraced within their respective groups.

RULE 2
CLASSIFICATION

An employe directing the work of men shall be classified as a Foreman.

An employe assisting the Foreman in directing the work of men under the immediate supervision of the Foreman shall be classified as an Assistant Foreman.

An employe working with and directing the work of Bridge and Building Ironworkers shall be classified as a Bridge and Building Ironworker Gang Leader.

Bridge and Building Sub-Department

Bridge and Building Ironworker: An employe assigned to Ironworker work in connection with the construction, erection, maintenance and dismantling of bridges, buildings, miscellaneous structures and appurtenances, (not conflicting with work classification of sheetmetal workers in the Bridge and Building Department) shall constitute a Bridge and Building Ironworker.

(a) Bridge and Building Ironworkers assigned to oxyacetylene or electric welding in the fusing or joining together of metals will receive a differential of 6¢ per hour while so engaged.

(b) Bridge and Building Ironworkers assigned to layout or fabricating work from blue prints or on instructions from supervisory authority will receive a differential of 6¢ per hour while so engaged.

Bridge and Building Carpenter: An employe assigned to Carpenter work in connection with construction, maintenance and dismantling of bridges, buildings, miscellaneous structures and appurtenances; including application of asbestos or composite materials (except corrugated siding and roofing), roll roofing and cold asphalt coatings, shall constitute a Bridge and Building Carpenter.

(a) Bridge and Building Carpenters assigned to layout work from blue prints or on instructions from supervisory authority will receive a differential of 6¢ per hour while so engaged.

Bridge and Building Cabinetmaker: A highly skilled employe assigned to Cabinetmaker work; carpenter work and general Headhouse maintenance, (not conflicting with work classification of Shop Craft employes in the Bridge and Building Department) under jurisdiction of Bridge and Building Department shall constitute a Bridge and Building Cabinetmaker.

Bridge and Building Painter: An employe assigned to painting and glazing in connection with the construction and maintenance of bridges, buildings, miscellaneous structures and appurtenances, shall constitute a Bridge and Building Painter.

Note: A Bridge and Building Painter assigned to lettering or the cutting of stencils will receive a differential of 6¢ per hour while so engaged.

Bridge and Building Mason and Concrete Mechanic: An employe assigned in connection with construction, maintenance and dismantling of concrete, brick and stone portions of bridges, buildings, miscellaneous structures and appurtenances; excavation, paving, sewers and general work of this nature in the Bridge and Building Department, shall constitute a Bridge and Building Mason and Concrete Mechanic.

Bridge and Building Helpers: An employe assigned to assist respective mechanics in any sub-department group in foregoing classifications or assigned to helpers' work will constitute a Bridge and Building Helper. Helpers will be required to provide only such mechanic's tools as necessary to learn the trade and will be given every opportunity for advancement to a higher rank.

General Notes: (a) Motor truck operators may be used in any group in their respective sub-departments, and when not engaged in operating the trucks, shall perform any of the work of any group to which assigned, regardless of classification, to the extent of their capabilities, (not including the skilled work of ironworkers).

A position of extra or unassigned Motor Truck Operator—Acetylene Torch Operator will be established and bulletined under Rule 13 for the purpose of filling vacancies in existing positions of Motor Truck Operator, when in the judgment of management such position must be filled, when there are no available qualified Operators having superior seniority in the seniority group. The successful bidder on the position will establish seniority as of the first date worked as Motor Truck Operator—Acetylene Torch Operator following assignment to the position, and the qualification period will run for a period embracing twenty (20) days actually worked as Motor Truck Operator—Acetylene Torch Operator. The occupant will be paid the established Motor Truck Operator—Acetylene Torch Operator rate of pay for the actual time worked as Motor Truck Operator—Acetylene Torch Operator.

(b) When pile drivers, cranes or derricks, not manned by bulletined machine operators, are used in the Bridge and Building Department, ironworkers will be used as operators.

When machines manned by bulletined machine operators are used in the Bridge and Building Department, the operators will receive ironworkers' rate of pay for the actual time used.

(c) When pile drivers, cranes or derricks are working with carpenter group, lead man, and fireman on steam equipment, will be taken from the carpenter ranks, otherwise ironworkers will be used.

(d) Motor cars in the Bridge and Building Department will be operated by Ironworkers in ironworker group and by Carpenters for work in all other Bridge and Building Groups.

Track Sub-Department

Track Laborer: An employe assigned to maintaining, repairing or construction of track, including stability of roadbeds, loading or unloading track material and miscellaneous labor work not performed by employes in other classifications shall constitute a Track Laborer.

Machine Operators: An employe assigned to operate cranes and derricks, Trak-Kleener and bullgraders shall be classified as a Machine Operator.

Highway Crossing Watchmen: An employe assigned to the watching and protection of grade crossings, including the operation of manually controlled gates, not otherwise protected by other crafts, shall constitute a Highway Crossing Watchman.

Note: Section laborers may be used to protect crossing watchmen vacancies provided there are no crossing watchmen available.

RULE 3

SENIORITY

(a) Except as otherwise provided in this rule, seniority begins at the time an employe's pay starts. When two or more employes start work at the same time on the same day they will be placed on the seniority roster in the order their applications were filed.

(b) Seniority of employes promoted to bulletined positions will date from the day their pay starts on the position to which assigned following bulletining and assignment to the position as provided

for in Rule 13. Employees so promoted and failing to qualify within thirty (30) calendar days from the date of their assignment to each position will not acquire a seniority date as a result of filling such bulletined position. (See Supplement No. 2.)

(c) An employe qualifying in any rank will thereby establish the same seniority date for himself in all lower ranks in the seniority group, provided he has not already established a date in such lower rank. The right to exercise seniority is subject to ability to perform the work. (See Supplement No. 2.)

A promoted employe will retain his seniority rights in the ranks from which promoted except that carpenters promoted to cabinetmakers will not retain their seniority rights as carpenters or carpenter helpers.

(d) The application of new employes shall be approved or disapproved within sixty (60) calendar days after applicant begins work. In the event of applicant giving materially false information, this provision shall not apply.

RULE 4 SAFETY

All appropriate equipment and facilities to safeguard the health, life and limb of all employes while engaged in their regular tour of duty will be provided by the Company.

RULE 5 CONSIDERATION

Rights accruing to employes under their seniority entitle them to consideration for positions in accordance with their relative length of service with the Railroad as hereinafter provided.

RULE 6 DEPARTMENT LIMITS

Seniority rights of all employes are confined to the sub-department in which employed. The sub-departments are as follows:

1. Bridge and Building Sub-Department.
2. Track Sub-Department.

BRIDGE AND BUILDING SUB-DEPARTMENT

- Group 1. (a) Bridge and Building Ironworker Gang Leaders.
(b) Bridge and Building Ironworkers.
(c) Bridge and Building Ironworker Helpers.

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- Group 2. (a) Assistant Carpenter Foremen.
- (b) Carpenters and Motor Truck Operator-Carpenters.
- (c) Carpenter Helpers.
- Group 3. Cabinetmakers.
- Group 4. (a) Assistant Painter Foremen.
- (b) Painters.
- (c) Painter Helpers.
- Group 5. (a) Assistant Mason and Concrete Foremen.
- (b) Mason and Concrete Mechanics and Motor Truck Operator-Mason and Concrete Mechanics.
- (c) Mason and Concrete Mechanic Helpers.

TRACK SUB-DEPARTMENT

- Group 1. (a) Section and Extra Gang Foremen.
- (b) ~~Assistant Section and Extra Gang Foremen.~~ *Machine Operators*
- (c) Track-mounted Weed Burner Operators including Weed Burner Motor Car Operators, Motor Car Operators, Motor Truck Operators and Acetylene Torch Operators.
- (d) Section and Extra Gang Laborers.

Group 2. Machine Operators (Crane, Derrick, Track-Kleener, Bullgrader Operator and Weed Sprayer Operator)

Note: Employees may bid to or from Groups 1 and 2 and, if assigned, will retain seniority in former group.

Group 3. Highway Crossing Watchmen.

RULE 7

SENIORITY LIMITS

- (a) Except as otherwise provided in this rule, seniority rights of all employes will be extended over the entire railroad.
- (b) Section and Extra Gang Laborers will have seniority rights as follows:
 1. For promotion—entire railroad.
 2. For displacement—territory of Track Supervisor except that an employe with insufficient seniority to work may displace the junior man in the territory of other Supervisors if he possesses sufficient seniority.
- (c) Employes of the Bridge and Building Iron-worker Group shall be carried on separate seniority rosters as at present.

(d) Crossing Watchmen's seniority will be restricted to supervisor's territory on which employed, except the Mill Creek Valley and Merchants Division rosters may be combined to establish relief positions, seniority rights to apply only within their seniority group.

RULE 8 ASSIGNMENTS

(a) Vacancies or new positions will be filled by employes holding seniority in the rank in which the vacancy or new position occurs. If not so filled, they will then be filled by employes in succeeding lower ranks in that seniority group, subject to the provisions of the promotion rule.

(b) Preference in filling vacancies or new positions of highway crossing watchmen will be given employes holding seniority as such. In the event they are not so filled, they will be filled by employes from the Maintenance of Way Department who have made application for such positions, incapacitated employes to be given preference.

RULE 9 PROMOTION

A promotion is an advancement from a lower rank to a higher rank. Promotions will be based on ability and seniority; ability being sufficient, seniority will prevail.

RULE 10 FAILING TO QUALIFY

Employes promoted to or awarded bulletin positions will be given a fair chance to demonstrate their ability to meet the practical requirements of the positions. Failing to qualify within thirty (30) calendar days from the date of promotion or assignment, such employe will return to his former position, with his seniority in the lower ranks unimpaired.

RULE 11 PROMOTION TO OFFICIALS

It should be a well established and recognized fact that each railroad employe should be interested in qualifying and securing the highest possible position in the official ranks. The management will interest itself in the proper training of employes in the lower ranks so there will be competent, qualified employes ready to fill vacancies in the higher ranks. The management will assist in every way possible employes who have manifested loyalty, aptitude and

efficiency and will give such employes the opportunity to fill vacancies in the official ranks.

RULE 12
OFFICIAL POSITIONS

Employes promoted to official or supervisory positions with the railroad company or in the brotherhood, will retain and continue to accumulate the same seniority rights and privileges as provided for employes coming under this agreement, and their names will appear on the appropriate seniority rosters.

RULE 13
BULLETIN NOTICE

(a) When it is known in advance that a position is to be established or that there is a vacancy of thirty (30) calendar days or more (regular or temporary), such position or vacancy will be placed on bulletin immediately in an effort to have the successful bidder available when the position starts, otherwise such position will be bulletined as soon as known. In either event, temporary assignment as per Paragraph (d) of this rule may be made pending assignment of successful bidders.

(b) Bulletin notice covering new positions or vacancies, except those of laborer, will be posted for a period of five working days at the headquarters of the gangs in the sub-department of employes entitled to consideration in filling such positions, during which time employes may file their application with the official whose name appears on the bulletin notice. Such bulletin will show location, descriptive title, hours of service, rest days, and rate of pay of the position on bulletin. Assignments will be made within ten working days from the date the bulletin is posted. Bulletins and assignments will be posted at headquarters of gangs affected and copies furnished to the General Chairman and the interested Local Chairman.

(c) It is agreed that laborers' jobs in all departments will not be bulletined unless differential in pay is involved. However, consideration will be given senior employes in filling positions of this class in regard to location or otherwise.

(d) New positions or vacancies of thirty (30) calendar days or less duration shall be considered temporary and may be filled without bulletining, except that senior competent men will be given preference. (See Supplement No. 2.)

(e) When more than one vacancy or position exists and is bulletined at the same time, employes shall have the right to bid on all such positions, stating their preference.

(f) An employe assigned to a position on bulletin must take such position within five working days from date of assignment unless detained on account of sickness or injury, or being used for temporary service.

(g) An employe on leave of absence who makes a request in writing to his superior officer will be furnished with copies of bulletins that are issued and may make application for bulletined position. If such employe is assigned to a bulletined position, he must, unless prevented by sickness or other unavoidable reason, return and accept the same within fifteen working days.

(h) An employe promoted from a lower to a higher rank will rank above an employe declining promotion. An employe accepting promotion will have priority in consideration for further promotion.

RULE 14A

FORM OF BULLETIN

Terminal Railroad Association of St. Louis
Maintenance of Way Department

Bulletin No. _____

(Place)

(Date)

ALL CONCERNED:

The following position(s) is (are) bulletined for bids, applications for which will be received from

_____ to _____, inclusive:

Position:

Rate of Pay:

Rest Days:

Location:

Regular or Temporary:

Remarks: (Including opposite "remarks," where necessary, information as to hours of assignment or any special conditions surrounding the position or positions.)

Those desiring to bid on the position(s) should make application in their own handwriting to the undersigned within the period specified above, with carbon copy of application to General Chairman, and interested Local Chairman.

(Name)

(Title)

**RULE 14B
FORM FOR ASSIGNMENT
Terminal Railroad Association of St. Louis
Maintenance of Way Department**

Bulletin No. _____

(Place)

(Date)

ALL CONCERNED:

Position(s) as _____ advertised for bids by

Bulletin No. _____, dated _____, is (are) awarded
as follows:

Awarded to _____.

Remarks _____

The employe(s) awarded the position(s) will be notified by proper authority as to when he (they) is (are) to report on the above position(s), etc.

(Name)

(Title)

cc- _____
General Chairman

RULE 14C
PRIOR CONSULTATION

(From National Agreement dated October 7, 1959.)

In the event the carrier decides to effect a material change in work methods involving employees, covered by these rules, the carrier will notify the General Chairman thereof as far in advance of the effectuation of such change as is practicable and in any event not less than fifteen (15) days prior to such effectuation. If the General Chairman or his representative is available prior to the date set for effectuation of the change, the representative of the carrier and the General Chairman or his representative shall meet for the purpose of discussing the manner in which and the extent to which employees represented by the organization may be affected by such change, the application of existing rules such as seniority rules, placement and displacement rules and other pertinent rules, with a view to avoiding grievances arising out of the terms of the existing collective agreement and minimizing adverse effects upon the employees involved.

As soon as is convenient after the effective date of this rule, and upon request at reasonable intervals thereafter, the carrier and the General Chairman or his representative will meet informally in a conference to discuss such suggestions as the General Chairman may have to minimize seasonal fluctuations in employment.

This Rule does not contain penalty provisions and it does not require that agreements must be reached as the right of the carrier to make changes in work methods or to continue existing practices subject to compliance with the collective agreement is not questioned.

RULE 15A
FORCE REDUCTION

(a) When forces are reduced the senior employees in the respective ranks and gangs will be retained and those affected, either by being laid off or displaced, will have the right to displace employees with less seniority in the same rank in the seniority group in which employed on their seniority district, and must exercise their seniority rights in such rank ~~before displacing employees with less seniority rights in succeeding lower ranks in that seniority group, except that when an employe has seniority rights in another group, or groups, he may exercise his seniority rights to enable him to hold the high-~~

est rated position to which his seniority rights entitle him.

(b) Not less than five (5) working days' advance notice will be given regularly assigned employes before positions are abolished or force reductions are made. (See Supplement No. 1.)

(c) Employes affected by force reduction or who are displaced in the exercise of seniority rights by other employes, must, if they desire to displace junior employes, exercise their seniority within five (5) working days. Employes failing to exercise such rights within five (5) working days will be subject to the provisions of Paragraph (e) of this rule.

(d) Employes will not be laid off for short periods, but when reduction in force is necessary it will be accomplished by laying off junior men.

(e) Employes whose positions are not subject to bulletin who displace other employes under this rule will have the right to return to their former position when forces are increased, provided they return to such position within fifteen (15) calendar days after notified in writing of such right by General Roadmaster, Track Supervisor or Superintendent Bridges and Buildings.

RULE 15B

FURLOUGHED EMPLOYES

(From National Agreement dated August 21, 1954.)

(a) The Carrier shall have the right to use furloughed employes to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employes have signified in the manner provided in paragraph (b) hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employes to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employe will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that management retains the right to use the regular employe, under pertinent rules of the agreement, rather than call a furloughed employe.

(b) Furloughed employes desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the local chairman, that

they will be available and desire to be used for such work. A furloughed employe may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier officer, with copy to the local chairman. If such employe should again desire to be considered available for such service notice to that effect—as outlined hereinabove—must again be given in writing. Furloughed employes who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employes so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

(c) Furloughed employes who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable agreement such employes will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

Note 1: Employes who are on approved leave of absence will not be considered furloughed employes for purposes of this agreement.

Note 2: Furloughed employes shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

RULE 16 RETAINING SENIORITY

When an employe laid off in force reduction desires to retain his seniority rights, unless displacing a junior employe, he must notify supervisor in charge, with copy to general chairman, of his current address. If recalled to service and subsequently furloughed the employe shall be responsible for notifying the supervisor of any change in address. When forces are increased, the employe will be notified at last address of record and will return to service within seven (7) days thereafter. Failure to return within seven (7) days, unless prevented by sickness or other unavoidable reason, will result in loss of all seniority rights. The seniority of employes resuming service in accordance with the foregoing will be cumulative during the period of absence.

RULE 17

RESTORATION OR INCREASE OF FORCE

(a) When the forces are restored or increased, senior laid off employes in the respective classification must be given preference in reemployment.

(b) New men shall not be assigned to work in the respective classifications to the exclusion of regular men who have been laid off on account of force reduction, provided such regular men are available when needed.

RULE 18

SENIORITY ROSTERS

(a) Seniority rosters of employes of each sub-department will be compiled separately by seniority groups. Copies will be furnished foremen and employes' representative, and foreman will post same in tool house or outfit car at convenient places for inspection by employes affected.

(b) Seniority rosters will show the names and dates of entry of the employes into the service of the railroad, and also dates of promotion.

(c) Rosters will be revised and posted in January of each year and will be open to correction for a period of sixty days from date of posting. Upon presentation of proof of error by an employe or his representative within sixty days from date of posting such error will be corrected. If no protest is presented within sixty days, the dates will stand as official and thereafter will not be subject to protest on any future roster, except that any typographical error may be corrected.

RULE 19

TEMPORARY SERVICE

An employe assigned to temporary service shall retain and accumulate seniority and when released shall return to his former position. In the event such former position has been abolished the employe will then exercise his seniority under the provisions of Rule 15. (See Supplement No. 2.)

RULE 20

CHANGE OF DISTRICTS

In case of change in seniority districts, a relative proportion of the total employes affected will be transferred to and their seniority adjusted in the revised district. This will be done by agreement between the management and the representative of

the employes with the committee of the employes so affected.

**RULE 21
LEAVING SERVICE**

An employe who voluntarily leaves the service of the railroad company shall, if reemployed, rank as a new employe.

**RULE 22
ABSENCE FROM WORK**

(a) Except in case of sickness or personal injury, employes must secure permission before laying off unless unavoidably prevented from doing so.

(b) Employes away with permission or because of sickness or personal injury will give their foreman at least 17 hours' advance notice before returning to work.

**RULE 23
LEAVE OF ABSENCE**

(a) Except for physical disability, leave of absence in excess of thirty (30) calendar days shall not be granted unless by agreement between the management and the General Chairman of the employes. Employes may return to service at any time during their leave of absence provided thirty-six (36) hours' advance notice is given, but failing to return before the expiration of their leave of absence will automatically forfeit their seniority unless an extension is agreed to between the management and the General Chairman. An employe who engages in business or compensated work in an outside industry during his leave of absence forfeits his seniority unless special arrangements have been made therefor between the management and the General Chairman. Leaves of absence in excess of five (5) working days must be obtained in writing.

(b) Employes giving sufficient notice will be granted leaves of absence to serve on committees of the organization. When requesting free transportation, they will be given the same consideration as is given committees representing other classes of employes.

**RULE 24
DISCIPLINE AND GRIEVANCES**

(a) An employe whose application has been approved will not be suspended or dismissed without being given a fair and impartial hearing, except

that if the offense is considered sufficiently serious, the employe may be suspended pending the hearing and decision. At the hearing the employe may be assisted by representatives of the organization. The hearing will be held within ten (10) calendar days of date when charged with the offense or held out of service. Decision will be rendered within ten (10) calendar days after completion of hearing. Prior to the hearing the employe will be notified in writing of the specific charge against him, after which he will be allowed reasonable time for the purpose of having witnesses and representatives of his choice present at the hearing.

(b) When transcript of evidence given at the hearing is made, a copy will be furnished the employe and his representatives.

(c) No evidence or statements will be used at the hearing except those relating to the specific charge against the employe.

(d) If the charge against the employe is not sustained, it shall be stricken from the record. If by reason of such unsustained charge, the employe has been removed from position held, reinstatement to his former position will be made and payment allowed for any monetary loss suffered by him.

(e) If the charge against the employe is sustained and he is demoted or dismissed and is later reinstated, the manner of his exercising his seniority will be subject to agreement between the General Chairman and the management. An employe in this status, not reinstated to his full rights before one year from date of discipline or dismissal, cannot later be reinstated except by agreement between the General Chairman and the management.

(f) An employe's right to appeal is hereby established. The employe's representative will have the right to appeal in succession up to and including the highest official designated by the management to handle such cases. Copies of notice of appeal will be given the official rendering the decision.

(g) An employe who considers himself otherwise unjustly treated shall have the same right of hearing and appeal as specified in this rule.

RULE 25A

WORK ASSIGNMENTS

(a) Except as provided in this rule, eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work.

(b) Where the hours of protection at street and road crossings are such that crossing watchmen cannot be assigned on a consecutive eight-hour basis, split tricks are permissible.

(c) Crossing Watchmen on split trick assignments will be paid a differential of five (5) cents per hour.

RULE 25B WORKWEEK

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

(a) Forty hours, consisting of five days of eight hours each with two consecutive days off in each seven, shall be the regular workweek. The workweek may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing workweek rule is subject to the provisions which follow:

(b) Five-day Positions—On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) Six-day Positions—Where the nature of the work is such that employes will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) Seven-day Positions—On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) Regular Relief Assignments—All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

Assignments for regular relief positions may on different days include different starting times, duties and work locations for employes of the same class in the same seniority district, provided they take

the starting time, duties and work locations of the employe or employes whom they are relieving.

(f) Deviation from Monday-Friday Week—If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Paragraph (b), above, and requires that some of such employes work Tuesday to Saturday instead of Monday to Friday, and the employes contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.

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

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

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the carrier may nevertheless put the assignments into effect subject to the right of employes to process the dispute as a grievance or claim under the rules agreements, and in such proceedings the burden will be on the carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and that this could be avoided only by working certain employes in excess of five days per week.

(h) Rest Days of Extra or Furloughed Employes—To the extent extra or furloughed men may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employe they will have as their days off the regular days off of that assignment.

(i) Beginning of Workweek—The term "workweek" for regularly assigned employes shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employes shall mean a period of seven consecutive days starting with Monday.

RULE 26

HOURS PAID FOR

(a) Regularly established daily working hours will not be reduced below eight (8) per day, five (5) days per week, except that this number of days may be reduced in a week in which holidays occur by the number of such holidays.

(b) For regular operations requiring continuous hours, eight (8) consecutive hours without meal period may be assigned as constituting a day's work, in which case twenty (20) minutes shall be allowed in which to eat, without deduction in pay.

RULE 27

BEGINNING AND ENDING OF DAY

Employes' time will start and end as follows:

(a) Track Department—Tool house, outfit car or shops.

(b) Bridge and Building Department—Shops, portable building furnished convenient to work of temporary nature, or by special arrangement while engaged for short periods of time at outlying points, in which event employes will be reimbursed for additional trans-

portation expense. Tools and equipment will be transported to and from points away from shop by the railroad.

(c) Except for emergency service starting point will not be changed unless employes affected are notified during regular work hours on the preceding day.

RULE 28

HOURS OF SERVICE

(a) For regular day service, the starting time will not be earlier than 6:00 A.M. and not later than 8:00 A.M. and will not be changed without giving the employes affected thirty-six (36) hours' notice.

(b) When two or more shifts are employed, no shift will have a starting time between 12:00 o'clock midnight and 5:00 A.M.

RULE 29A

REST DAY AND HOLIDAY WORK

(a) Except as otherwise provided, work performed by employes on their assigned rest days and the following legal holidays, namely: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas, (provided that when any of the above holidays fall on a Sunday, the following day shall be considered the holiday), shall be paid for at the rate of time and one-half with a minimum of two (2) hours and forty (40) minutes as per Rule 32.

(b) Jobs need not be filled on the days off of regular incumbents, which days off will not be changed except to meet service requirements, but to the extent that relief requirements regularly consist of five (5) days' work per week, relief positions will be established. Any relief work involving less than five (5) days' work per week regularly will be assigned to extra men. Employes assigned to relief positions will take the rates of pay and other conditions attached to the jobs relieved. The occupants of any jobs involved in an initial relief assignment may choose their days off on a seniority basis so far as practicable without working relief employes consecutive shifts.

(c) A regular relief employe working in the place of a regular employe on the latter's assigned rest days will be paid therefor at straight time rate, except that such relief employe, if worked on a designated holiday, shall be paid at the rate of time and one-half.

RULE 29B

PAID HOLIDAYS

(From National Agreements dated August 21, 1954
and August 19, 1960.)

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

New Year's Day	Fourth of July
Washington's Birthday	Labor Day
Decoration Day	Thanksgiving Day
	Christmas

Subject to the qualifying requirements applicable to other than regularly assigned employes contained in Section (b) hereof, all others who have been employed on hourly or daily rated positions shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him for each of the above-identified holidays if the holiday falls on a workday of the workweek as defined in Section (b) hereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

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

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

(b) A regularly assigned employe shall qualify for the holiday pay provided in Section (a) hereof if

compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employe is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employe's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

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

(i) Compensation for service paid by the carrier is credited; or

(ii) Such employe is available for service.

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

For purposes of Section (a), the workweek for other than regularly assigned employes shall be Monday to Friday, both days inclusive, except that such employes who are relieving regularly assigned employes on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employe whom he is relieving.

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

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

(c) Nothing in this rule shall be construed to change existing rules and practices thereunder gov-

erning the payment for work performed by an employee on a holiday.

BIRTHDAY PAY

(From National Agreement
dated November 20, 1964.)

Subject to the qualifying requirements set forth below, effective with the calendar year 1965 each hourly, daily and weekly rated employee shall receive one additional day off with pay, or an additional day's pay, on each such employee's birthday, as hereinafter provided.

(a) For regularly assigned employees, if an employee's birthday falls on a work day of the workweek of the individual employee he shall be given the day off with pay; if an employee's birthday falls on other than a work day of the workweek of the individual employee, he shall receive eight hours' pay at the pro rata rate of the position to which assigned, in addition to any other pay to which he is otherwise entitled for that day, if any.

(b) For other than regularly assigned employees, if an employee's birthday falls on a day on which he would otherwise be assigned to work, he shall be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If an employee's birthday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to his birthday, in addition to any other pay to which he is otherwise entitled for that day, if any.

(c) A regularly assigned employee shall qualify for the additional day off or pay in lieu thereof if compensation paid him by the carrier is credited to the work days immediately preceding and following his birthday, or if employee is not assigned to work but is available for service on such days. If the employee's birthday falls on the last day of a regularly assigned employee's workweek, the first work day following his rest days shall be considered the work day immediately following. If the employee's birthday falls on the first work day of his workweek, the last work day of the preceding workweek shall be considered the work day immediately preceding his birthday.

(d) Other than regularly assigned employees shall

qualify for the additional day off or pay in lieu thereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding his birthday, and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding his birthday beginning with the first day of compensated service, provided employment was not terminated prior to his birthday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment, and (3) if on the work day preceding and the work day following the employe's birthday he satisfies one or the other of the following conditions:

(i) Compensation for service paid by the carrier is credited; or

(ii) Such employe is available for service.

Note: "Available" as used in Subsection (ii) above is interpreted by the parties to mean that an employe 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.

The workweek for other than regularly assigned employes shall be Monday to Friday, both days inclusive, except that any such employe who is relieving a regularly assigned employe on the same assignment on both the work day preceding and the work day following his birthday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following his birthday as apply to the employe whom he is relieving.

For other than regularly assigned employes, whose hypothetical workweek is Monday to Friday, both days inclusive, if his birthday falls on Friday, Monday of the succeeding week shall be considered the work day immediately following. If his birthday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding his birthday.

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

(e) In addition to the wage adjustments provided for in Article I of this Agreement, effective January 1, 1965, the monthly rates of monthly rated

employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

(f) An employe working at a location away from his residence may, by giving reasonable notice to his supervisor, have the day immediately preceding the first day during which he is not scheduled to work following his birthday considered as his birthday for the purposes of this rule. An employe whose birthday falls on February 29, may on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during which he is not scheduled to work following February 28 considered as his birthday for the purposes of this rule. If an employe's birthday falls on one of the seven holidays named in this rule, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this rule.

(g) Existing rules and practices thereunder governing whether an employe works on a holiday and the payment for work performed on holidays shall apply on his birthday.

RULE 30 WASH ROOMS

Locker rooms and wash rooms will be provided at all permanently established headquarters. The foreman and employes using such facilities will be responsible for maintaining them in a clean and sanitary condition.

Portable sanitary toilets will be furnished, at the discretion of management, when forces are being worked away from established headquarters and other facilities are not available.

RULE 31 OVERTIME

(a) Time worked preceding or following and continuous with a regularly assigned eight-hour work period shall be computed on actual minute basis and paid for at time and one-half rates, with double time computed on actual minute basis after sixteen continuous hours of work in any twenty-four hour

period computed from starting time of the employe's regular shift. In the application of this paragraph to new employes temporarily brought into the service in emergencies, the starting time of such employes will be considered as of the time that they commence work or are required to report.

(b) Employes required to work continuously from one regular work period into another, in an emergency, shall receive time and one-half or double time as per Paragraph (a) until relieved. It is understood that employes working excessive overtime in an emergency will not be allowed pay for their regular shift the following day unless they actually report and work such shift, and that the loss of any time during such regular shift will not be construed as a violation of Rule 33. (See Supplement No. 5.)

(c) Work in excess of forty straight time hours in any workweek shall be paid for at one and one-half times the basic straight time rate, except where such work is performed by an employe due to moving from one assignment to another or to or from an extra or furloughed list.

(d) Employes worked more than five days in a workweek shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their workweeks, except where such work is performed by an employe due to moving from one assignment to another or to or from an extra or furloughed list.

(e) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty 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.

(f) Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available extra or unassigned employe who will otherwise not have forty hours of work that week; in all other cases by the regular employe.

(g) Overtime work required following and continuing with the regular eight (8) hour work period

shall be performed by the necessary senior employees working on the job.

Senior available employees will be given preference in performing overtime work on call basis within the jurisdiction of their respective seniority groups (gang involved in Track Sub-Department). This not to interfere with work on unassigned days covered by Paragraph (f) of this Rule.

RULE 32

CALLS

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

(b) Employees laid off in reductions of force, who retain seniority under the provisions of Rule 15, will be compensated as follows when called back temporarily:

When working the full hours of assignment of the gang with which employed, eight (8) hours at pro rata rate.

When called for irregular or part-time service, they will be paid in accordance with Paragraph (a) of this rule.

(c) Furloughed or extra employees will be permitted to fill temporary vacancies in their respective seniority group in accordance with their seniority.

(d) Employees' time will start when called provided they report within a reasonable time.

RULE 33

ABSORBING OVERTIME

Employees will not be required to lose time during any assigned work period for the purpose of absorbing overtime.

RULE 34

SUPERVISORY EMPLOYES

Employees whose responsibilities or supervisory duties require service in excess of the working hours or days assigned for the general force will be compensated on a monthly rate to cover all service rendered, except that when such employees are required to perform work which is not a part of their

responsibilities or supervisory duties on rest days or holidays, or in excess of the established working hours, such work will be paid for on the basis provided in these rules in addition to the monthly rate. Section foremen required to walk or patrol track on rest days or holidays shall be paid therefor on the basis provided in these rules in addition to the monthly rate.

Supervisory forces shall be compensated on the same overtime basis as the men supervised when the general force is required to work in excess of eight hours per day.

RULE 35

DETERMINING HOURLY RATES

To determine the hourly rate of monthly rated employes, divide the monthly salary by 174%. Fractions of less than one-half of one cent shall be dropped. Fractions of one-half cent or over will be counted as one cent.

RULE 36

EXPENSES

Employes will be reimbursed for necessary expense incurred while away from their regular outfits or regular headquarters by direction of the management, whether off or on their assigned territory. Employes worked in emergency will be furnished meals every six hours by and at the expense of the railroad. Employes will be reimbursed any and all extra carfare expended in any work period.

RULE 37

REPORTING AND NOT USED

Regular employes required to report at usual starting time and place for the day's work, and when conditions prevent work being performed, will be allowed a minimum of three (3) hours. If held on duty over three (3) hours, actual time so held will be paid for.

RULE 38

MEAL PERIOD

The meal period will be allowed from 12:00 Noon to 12:30 P.M. and shall not be changed except by agreement between the parties signatory hereto. If the meal period is not afforded at the agreed time, and is worked, the meal period shall be paid for at the rate of time and one-half, and thirty minutes

with pay in which to eat will be afforded at the earliest possible time, and the meal period must be allowed within the fifth or sixth hour after starting to work. This rule not to apply to employes on shifts of eight (8) consecutive hours.

RULE 39

COMPOSITE SERVICE

An employe working on more than one class of work on any day will be allowed the higher rate of pay for the actual time worked in the higher rated position. When temporarily assigned by the proper officer to a lower rated position, his rate of pay will not be reduced.

RULE 40

ATTENDING COURT AND INVESTIGATIONS

Employes attending court, inquests or investigations under the instructions of an official or superior will be paid the equivalent of his regularly assigned hours at the pro rata rate for each calendar day so held, and in addition thereto all necessary expenses.

RULE 41

FURNISHING ICE

Ice shall be furnished employes covered by this agreement in sufficient quantities to meet their needs for cooling water for drinking purposes.

RULE 42

TIME LIMIT ON CLAIMS

(From National Agreement dated August 21, 1954.)

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

(b) If a disallowed claim or grievance is to be

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

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

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in Paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said Paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to Paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims or grievances on which the highest

designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in Paragraph (c) of Section 1 hereof before the claim or grievance is barred.

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

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

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

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

RULE 43

PHYSICAL EXAMINATIONS

(a) Employes will not be required to submit to physical examinations (other than the usual eyesight and hearing tests in connection with positions involving transportation operations) unless:

1. It is apparent to their supervisors that examinations should be made for the purpose of furnishing information as to disability, if any exists, in order that treatment may be taken to improve the condition.

2. Returning to service after an absence of one year or more, either by reinstatement, from leave of absence due to any cause, or after furlough. The purpose of such re-examination being largely for historical record, employes will not be disqualified because of defects previously acquired in the service of the Company, and in all cases proper allowance

will be made for deficiencies in record as to vision and hearing due to advanced age.

(b) If an employe is disqualified as a result of physical examination by the Hospital Department, the employe shall have the right to submit the report of a personal physician. If this report is in disagreement with that of the Hospital Department (and the differences cannot be reconciled), another physician to make further examination shall be chosen by the Hospital Department and the employe or duly accredited representative. The decision of the Hospital Department and the personal physician, or of the third physician in the case of disagreement, as to the condition of the employe shall be accepted as disposing of the case. The fee of the third physician shall be equally divided between the Company and the employe.

(c) In the event the decision of the two physicians (or of the third in the case of disagreement) is that the employe's condition does not justify disqualification, Paragraph (d) of Rule 24 will be complied with.

(d) This rule does not apply to applicants for employment.

RULE 44A

RATES OF PAY

(From National Agreement dated October 7, 1959.)

(a) The rates of pay of employes subject to the rates of pay rules of the collective agreement between the parties hereto shall be listed in a master wage schedule prepared by the carrier. A copy of this wage schedule shall be furnished to the General Chairman for his verification. The wage schedule shall constitute a part of the rates of pay, rules and working conditions agreement between the parties, but may be physically bound with the general working conditions agreement or reproduced as a document under separate cover. This rule does not require that multiple positions of the same classification and carrying the same rate of pay need be individually listed, but the listing shall be in whatever detail is necessary to enable the ascertainment from the schedule of the rate of pay for each position of employes referred to herein. When rates of pay are generally revised and when revisions are made in individual rates of pay, the General Chairman shall be furnished with a statement of the adjustments to be made in the rates as shown in the master wage schedule. When the rules and working

conditions agreement is generally revised or reprinted the master wage schedule shall be revised to show the then current rates of pay and reproduced and distributed in the same manner as the rules and working conditions agreement.

(b) The listing of rates of pay in the agreement does not constitute a guarantee of the continuance of any position or any certain number of positions or anything else other than as stated in Paragraph (a) hereof. Rates of pay in effect are listed as Appendix A to this agreement.

RULE 44B

RATES OF PAY OF NEW POSITIONS AND ADJUSTMENTS OF RATES OF SUPERVISORY EMPLOYEES

(From National Agreement dated October 7, 1959.)

(a) If a new position is established for which a rate of pay has not been agreed upon, the carrier will in the first instance establish a rate which is commensurate with the duties, responsibilities, characteristics and other requirements of said position. If the General Chairman does not agree that the rate of pay so established is commensurate with the duties, responsibilities, characteristics, and other requirements of the position, he shall so notify the carrier and thereupon the duly authorized representative of the carrier shall meet with the General Chairman or his representative for the purpose of mutually agreeing upon a rate which will be satisfactory to both parties. In the event of failure to reach a mutual agreement on the subject, it will be submitted to arbitration in accordance with Paragraph (c) of this rule.

(b) If, as the result of change in work methods subsequent to the effective date of this agreement, the contention is made by the General Chairman that there has been an expansion of duties and responsibilities of supervisory employes covered by the rules of the collective agreement between the parties hereto resulting in a request for wage adjustment and a mutual agreement is not reached disposing of the issue thus raised, the matter will be submitted to arbitration in accordance with Paragraph (c) of this Rule.

(c) The submissions to arbitration provided for in Paragraphs (a) and (b) of this Rule shall be under and in accordance with the provisions of the Railway Labor Act; shall be between the individual

carrier and the System Committee of the organization representing employes of such carrier; and shall be governed by an arbitration agreement conforming to the requirements of the Railway Labor Act which shall contain the following provisions:

(1) Shall state that the Board of Arbitration is to consist of three members;

(2) Shall state specifically that the question to be submitted to the Board for decision shall be limited to the single question as to whether the rate established by the carrier should be continued or whether the rate suggested by the General Chairman should be adopted or whether an intermediate rate is justified; and that in its award the said Board shall confine itself strictly to decision as to the question so specifically submitted to it;

(3) Shall fix a period of ten (10) days from the date of the appointment of the arbitrator necessary to complete the Board within which the said Board shall commence its hearings;

(4) Shall fix a period of thirty (30) days from the beginning of the hearings within which the said Board shall make and file its award; provided, that the parties may agree at any time upon the extension of this period;

(5) Shall provide that the award shall become effective on the date that it is rendered and the rate awarded shall continue in force until changed or modified pursuant to the provisions of the Railway Labor Act.

RULE 45 PRINTING SCHEDULE

The company will pay for and have sufficient copies of this agreement printed in book form to supply employes and representatives.

RULE 46 PAYING OFF

(a) Employes will be paid semi-monthly during regular working hours. Should the regular payday fall on a Saturday, Sunday or holiday reasonable effort will be made to pay the employes on the preceding work day.

(b) Employes leaving service of the company will be furnished a time voucher on request covering all time due within five days from the time he leaves the service.

**RULE 47
VACATIONS**

Vacations will be granted in accordance with the National Vacation Agreements of December 17, 1941 and February 23, 1945, as amended by the National Agreement of March 19, 1949 relating to the application of the forty-hour workweek, the National Agreement of August 21, 1954, the National Agreement of August 19, 1960, and the National Agreement of November 20, 1964. The revised National Vacation Agreement is carried as Appendix B to this agreement.

**RULE 48
UNION SHOP**

The Union Shop Agreement effective January 31, 1953 is made a part hereof, and is carried as Appendix C to this Agreement.

**RULE 49
HOSPITAL, SURGICAL
AND MEDICAL BENEFITS
AND GROUP LIFE INSURANCE**

See Appendix D.

**RULE 50
JOB SECURITY**

See Appendix E, National Agreement of February 7, 1965.

**RULE 51
SUPPLEMENTS**

Supplement No. 1—Letter Agreement of April 10, 1952

Supplement No. 2—Letter Agreement of September 18, 1953

Supplement No. 3—Memorandum Agreement of June 17, 1954

Supplement No. 4—Letter Agreement of June 8, 1961

Supplement No. 5—Letter Agreement of February 7, 1962

All attached to this agreement and reproduced as supplements hereto.

**RULE 52
EFFECTIVE DATE
AND CHANGE OF AGREEMENT**

Notwithstanding the inclusion of selected excerpts from various national agreements, which in some in-

stances reflect slight variations from direct quotations—all for the purpose of condensing the voluminous subject matter for the ready information of the employes—it is, nevertheless, recognized that all national rules and agreements to which the carrier and organization are parties, as well as interpretations rendered thereunder, remain in full force and effect. Except as otherwise provided, this agreement supersedes existing agreements and all interpretations thereto in conflict herewith. It shall become effective September 1, 1965 and shall continue in effect until after thirty (30) calendar days' notice in writing, containing proposed changes, is given by either party to the other in conformity with the Railway Labor Act.

**TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS**

By J. W. HAMMERS, JR.
Manager Labor Relations

**BROTHERHOOD OF MAINTENANCE OF
WAY EMPLOYES**

By MARCUS C. BRADFORD
General Chairman

APPENDIX A

RATES OF PAY Bridge and Building Department

	Basic Rate January 1, 1965
Ironworker Gang Leaders	\$3.0528 per hr.
Ironworkers	2.9128 per hr.
Ironworker Helpers	2.6728 per hr.
Assistant Carpenter Foremen	500.76 per mo.
Carpenters and Motor Truck Operators-Carpenters	2.7428 per hr.
Carpenter Helpers	2.5828 per hr.
Cabinetmakers	2.8628 per hr.
Assistant Painter Foremen	500.76 per mo.
Painters	2.6828 per hr.
Painter Helpers	2.5228 per hr.
Assistant Masonry and Concrete Foremen	500.76 per mo.
Mason and Concrete Mechanics	2.6828 per hr.
Motor Truck Operators— Mason and Concrete Mechanics	2.7428 per hr.
Mason and Concrete Mechanic Helpers	2.6128 per hr.

Track Department

District Gang Foremen and System Gang Foremen	495.60 per mo.
Assistant Track Foremen (Tunnel)	2.6078 per hr.
Assistant Track Foremen (all other locations)	2.5828 per hr.
Track-mounted Weed Burner Operators including Weed Burner Motor Car Operators, Motor Car Operators, Motor Truck Operators, and Acetylene Torch Operators	2.5828 per hr.
Track Laborers in service six (6) months or more (Tunnel)	2.4628 per hr.
Track Laborers in service six (6) months or more (All other locations)	2.4528 per hr.
Track Laborers with less than six (6) months' service (Tunnel)	2.4428 per hr.
Track Laborers with less than six (6) months' service (All other locations)	2.4328 per hr.
Machine Operators (Crane, Derrick, Trak-Kleener and Bullgrader Operators)	500.76 per mo.
Highway Crossing Watchmen	2.3428 per hr.

NOTE: Newly hired men entering the service as laborers will be paid two cents (2¢) per hour below the going rate for the first six (6) months of service.

APPENDIX B

VACATION AGREEMENT

Revised effective January 1, 1965

Articles of Agreement

1. (a) Effective with the calendar year 1965, an annual vacation of five (5) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1965, an annual vacation of ten (10) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has three (3) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of the three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1965, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has fifteen (15) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of fifteen (15) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1965, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employe covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty (20) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of twenty (20) of such years, not necessarily consecutive.

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

(f) Service rendered under agreements between a carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

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

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

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

2. (Article 2 does not apply to Maintenance of Way Employes and therefore is not reproduced here.)

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

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

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

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

(b) The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employes in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time. The local committee of each organization affected signatory hereto and the proper representative of the carrier will cooperate in the assignment of remaining forces.

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

If a carrier finds that it cannot release an employe for a vacation during the calendar year because of the requirements of the service, then such employe shall be paid in lieu of the vacation the allowance hereinafter provided, i.e., time and one-half rate for work performed during his vacation period in addition to his regular vacation pay.

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

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

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

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

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

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

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

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

8. The vacation provided for in this Agreement shall be considered to have been earned when the employe has qualified under Article 1 hereof. If an employe's employment status is terminated for any

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

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

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

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

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

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

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employe were not granted a vacation

and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employe on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

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

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

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

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

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee

provided in this section fails to dispose of any dispute or controversy.

15. Except as otherwise provided herein this Agreement shall be effective as of January 1, 1965 and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of two (2) years from January 1, 1965, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1966 or in any subsequent year) by any carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

SIGNED AT CHICAGO, ILLINOIS,
This 20th Day of November 1964.

NOTE: Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by the National Agreement of August 21, 1954, the said agreement and the interpretations hereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942, and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of the National Agreement of August 21, 1954, certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 of the National Agreement of August 21, 1954.

APPENDIX C

UNION SHOP AGREEMENT

This Agreement made this 20th day of January, 1953, by and between the Terminal Railroad Association of St. Louis, and the employes thereof represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

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

Section 2.

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

Section 3.

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

sent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employes return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

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

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

(d) Employes who retain seniority under the Rules and Working Conditions Agreements of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employes hold regularly

assigned positions within the scope of the agreement covering such other class of service.

Section 4.

Nothing in this agreement shall require an employe to become or to remain a member of the organization if such membership is not available to such employe upon the same terms and conditions as are generally applicable to any other member, or if the membership of such employe is denied or terminated for any reason other than the failure of the employe to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employes in the same status at the same time in the same organizational unit.

Section 5.

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

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

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

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

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

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

be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

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

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

salary and expenses shall be borne in equal shares by the carrier, the organization and the employe.

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

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

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

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

Section 6.

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

Section 7.

An employe whose seniority and employment under the Rules and Working Conditions Agreement is ter-

minated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

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

Section 8.

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

Section 9.

An employe whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employe relationships for vacation purposes.

Section 10.

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

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

Section 11.

This agreement shall become effective on January 31, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement between the Terminal Railroad Association of St. Louis and those employes represented by each of the organizations signatory hereto. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

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

FOR THE CARRIER:

(S) John A. Wicks
Director of Personnel

EMPLOYES' NATIONAL CONFERENCE COM-
MITTEE, SEVENTEEN COOPERATING RAIL-
WAY LABOR ORGANIZATIONS:

(S) G. E. Leighty
Chairman

Railway Employees' Department, A. F. of L.

(S) Michael Fox
President

International Association of Machinists

(S) Earl Melton
General Vice Presi-
dent

(S) J. A. Keller
General Chairman

International Brotherhood of Boilermakers,
Iron Ship Builders & Helpers of America

(S) C. J. MacGowan
International Presi-
dent

(S) F. P. Keever
General Chairman

International Brotherhood of Blacksmiths,
Drop Forgers & Helpers

(S) John Pelkofer
General President

(S) B. J. Schonhoff
General Chairman

Sheet Metal Workers International Association

(S) C. D. Bruns
General Vice Presi-
dent

(S) C. C. Harris
General Chairman

International Brotherhood of Electrical Workers

(S) J. J. Duffy
International Vice
President

(S) Walter E. End
General Chairman

Brotherhood Railway Carmen of America

- (S) Irvin Barney
General President
- (S) A. E. Schranz
General Chairman

Brotherhood of Railway & Steamship Clerks
Freight Handlers, Express and Station Employes

- (S) Geo. M. Harrison
Grand President
- (S) Paul A. Dwyer
General Chairman

Brotherhood of Maintenance of Way Employes

- (S) T. C. Carroll
President
- (S) Robert E. Stringer
General Chairman

The Order of Railroad Telegraphers

- (S) G. E. Leighty
President
- (S) S. S. Snow
General Chairman

Brotherhood of Railroad Signalmen of America

- (S) Jesse Clark
President
- (S) Harry L. Pilgrim
General Chairman

Railroad Yardmasters of America

- (S) M. G. Schoch
President
- (S) E. D. Cox
General Chairman

APPENDIX D

HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE

Section 1. Effective March 1, 1961 hospital, surgical and medical benefits shall be improved and group life insurance provided as follows:

(a) With respect to dependents of employes as defined in The Travelers Insurance Company Group Policy Contract No. GA-23000, benefits shall be provided in all respects identical to all benefits now provided under that policy contract with respect to employes except that the Medical Expense Benefits provided under subsection (b) of Section 1 of Part C of Article VII thereof for employes not confined as admitted in-patients in a hospital shall not be included.

(b) Employes whose rights to employe benefits or dependent benefits or both based on payments by the carrier would under present agreements lapse by reason of the employe's being furloughed and not having rendered compensated service in a month or months shall have their rights to such benefits extended for any period, not exceeding three consecutive months during which such rights would not exist under present agreements, provided the employe retains an employment relationship with the employer during such period and provided further that prior to the beginning of such period the employer has made an aggregate of not less than three monthly payments on behalf of the employe.

(c) Each employe who is a "Qualifying Employe" as defined in The Travelers Insurance Company Group Policy Contract No. GA-23000 shall be provided group life insurance in the amount of \$4,000.00, such group life insurance to be effective during the same period that the employe is insured for employe or dependent benefits or both under The Travelers Insurance Company Group Policy Contract No. GA-23000, not including, however, the periods of extended benefits provided in subsection (b) of this Section.

(d) (1) In addition to the payments hereinafter provided for, carriers whose employes are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to both employe benefits and dependent benefits will transmit to The Travelers Insurance Company 81 cents per "Qualifying Employe" per month as premium for the insurance benefit payments resulting from on-duty in-

juries. The amounts so transmitted are not considered as wage equivalents; separate experience rating of benefits payable by reason of on-duty injuries will be maintained; any retroactive premium credit based on such separate experience rating will be separately determined and will be held in the Special Account as a separate fund to be applied to the cost of insurance benefits payable as a result of on-duty injuries.

(2) Carriers whose employes are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to dependent benefits only will provide benefits to cover injuries of employes arising out of or in the course of their employment by the employing carrier during the two-year period beginning March 1, 1961, and ending February 28, 1963, but not to exceed an aggregate during the period specified of 81 cents per "Qualifying Employee" per month and the amount so expended will not be deducted from the maximum dues the carrier is required to pay.

Section 2. In accordance with a certain letter addressed to the Railroad Committees on Medical and Hospital Insurance and the Employes' National Conference Committee, Cooperating Railway Labor Organizations by The Travelers Insurance Company under date of August 5, 1960, the carriers will make the following payments per "Qualifying Employee" per month to The Travelers Insurance Company to secure the benefits provided in said Group Policy Contract No. GA-23000, as amended in accordance with Section 1 of this Article, exclusive of benefits payable as a result of on-duty injuries:

For hospital, surgical and medical benefits for employees and dependents and group life insurance for employes.....	\$20.31
For hospital, surgical and medical benefits for dependents only and group life insurance for employes	12.73

For the continuation of insurance to furloughed employes as specified in subsection (b) of Section 1 of this Article, 70 cents per month per "Qualifying Employee" insured with respect to both employes' and dependents' benefits and 38 cents per month per "Qualifying Employee" insured with respect to dependents' benefits only; these payments are to be made into the Special Account maintained by The Travelers Insurance Company pursuant to the Agreement of January 18, 1955, as amended, and premium payments for the insurance of furloughed employes are to be

paid from the Special Account in accordance with the letter of August 5, 1960 above referred to.

Section 3. The maximum hospital association dues which carriers whose employes are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to dependent benefits only are required to pay per month shall be increased, beginning with dues for benefits on and after March 1, 1961, for a period of two years, to \$7.58 plus the cost of providing the benefits for furloughed employes set forth in paragraph (b) of Section 1 of this Article.

Section 4. The carriers and the organizations constituting the policy holder under The Travelers Insurance Company Group Policy Contract No. GA-23000 will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make effective the foregoing Sections of this Article for a two-year period beginning with premium payments accruing in February, 1961 and beginning March 1, 1961 with respect to benefits and group life insurance, and the carriers whose employes are insured under said Group Policy Contract with respect to dependents' benefits only will, respectively, in cooperation with the organizations signatory hereto, arrange with the hospital associations furnishing benefits to their employes to make the foregoing Sections of this Article effective.

Section 5. In the application of this Article, carriers some but not all of whose employes subject to this agreement are insured with respect to both employe and dependent benefits under The Travelers Insurance Company Group Policy Contract No. GA-23000 shall be governed by the provisions pertaining to carriers whose employes are insured for both employes' and dependents' benefits with respect to such employes and by the provisions applicable to carriers whose employes are insured for dependents' benefits only as to such employes.

Section 6. In addition to the wage adjustments provided for in Article "I" of this Agreement, and the payments presently made under this Agreement, each carrier party to this Agreement will pay to The Travelers Insurance Company, for each month of the calendar years 1966, 1967 and through February of 1968, \$3.40 (less 1 percent for railroad costs) per month per "Qualifying Employe" as defined in said Agreement of August 19, 1960; provided, that hospital

association railroads parties to this Agreement will pay to The Travelers Insurance Company \$3.40 (less 1 percent for railroad costs) per month per "Qualifying Employee," less the part thereof transmitted to the hospital association for hospital, surgical and medical benefits for employes. The carriers parties to this Agreement will also absorb the cost of providing group life insurance in the amount of \$2,000 for retired "Qualifying Employes" retiring on or after March 1, 1964, and for four years thereafter.

Section 7. The carriers and the organizations parties to this Agreement will arrange by agreement with The Travelers Insurance Company for the necessary modifications of Group Policy Contract No. GA-23000 and the Agreement of January 18, 1955, as amended, to make effective the foregoing Section of this Article and, to provide that vacation pay shall be considered compensated service in determining who is a "Qualifying Employee," payments to the insurer, and eligibility for benefits.

APPENDIX E

Case No. A-7128

MEDIATION AGREEMENT

This agreement made this 7th day of February, 1965, by and between the participating carriers listed in Exhibits A, B and C, attached hereto and hereby made a part hereof, and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees and the employes shown thereon and represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Five Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

ARTICLE I PROTECTED EMPLOYES

Section 1.

All employes, other than seasonal employes, who were in active service as of October 1, 1964, or who after October 1, 1964, and prior to the date of this Agreement have been restored to active service, and who had two years or more of employment relationship as of October 1, 1964, and had fifteen or more days of compensated service during 1964, will be retained in service subject to compensation as hereinafter provided unless or until retired, discharged for cause, or otherwise removed by natural attrition. Any such employes who are on furlough as of the date of this Agreement will be returned to active service before March 1, 1965, in accordance with the normal procedures provided for in existing agreements, and will thereafter be retained in compensated service as set out above, provided that no back pay will be due to such employes by reason of this Agreement. For the purpose of this Agreement, the term "active service" is defined to include all employes working, or holding an assignment, or in the process of transferring from one assignment to another (whether or not October 1, 1964 was a work day), all extra employes on extra lists pursuant to agreements or practice who are working or are available for calls for service and are expected to respond when called, and where extra boards are not maintained, furloughed employes who respond to extra work when called, and have averaged at least 7 days' work for each month furloughed during the year 1964.

Section 2.

Seasonal employes, who had compensated service during each of the years 1962, 1963 and 1964, will be offered employment in future years at least equivalent to what they performed in 1964, unless or until retired, discharged for cause, or otherwise removed by natural attrition.

Section 3.

In the event of a decline in a carrier's business in excess of 5% in the average percentage of both gross operating revenue and net revenue ton miles in any 30-day period compared with the average of the same period for the years 1963 and 1964, a reduction in forces in the crafts represented by each of the organizations signatory hereto may be made at any time during the said 30-day period below the number of employes entitled to preservation of employment under this Agreement to the extent of one percent for each one percent the said decline exceeds 5%. The average percentage of decline shall be the total of the percent of decline in gross operating revenue and percent of decline in net revenue ton miles divided by 2. Advance notice of any such force reduction shall be given as required by the current Schedule Agreements of the organizations signatory hereto. Upon restoration of a carrier's business following any such force reduction, employes entitled to preservation of employment must be recalled in accordance with the same formula within 15 calendar days.

Section 4.

Notwithstanding other provisions of this Agreement, a carrier shall have the right to make force reductions under emergency conditions such as flood, snowstorm, hurricane, earthquake, fire or strike, provided that operations are suspended in whole or in part and provided further that because of such emergencies the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employes involved in the force reductions no longer exists or cannot be performed. Sixteen hours' advance notice will be given to the employes affected before such reductions are made. When forces have been so reduced and thereafter operations are restored employes entitled to preservation of employment must be recalled upon the termination of the emergency. In the event the carrier is required to make force reductions because of the aforesaid emergency conditions,

it is agreed that any decline in gross operating revenue and net revenue ton miles resulting therefrom shall not be included in any computation of a decline in the carrier's business pursuant to the provisions of Section 3 of this Article I.

Section 5.

Subject to and without limiting the provisions of this agreement with respect to furloughs of employes, reductions in forces, employe absences from service or with respect to cessation or suspension of an employe's status as a protected employe, the carrier agrees to maintain work forces of protected employes represented by each organization signatory hereto in such manner that force reductions of protected employes below the established base as defined herein shall not exceed six per cent (6%) per annum. The established base shall mean the total number of protected employes in each craft represented by the organizations signatory hereto who qualify as protected employes under Section 1 of this Article I.

ARTICLE II

USE AND ASSIGNMENT OF EMPLOYES AND LOSS OF PROTECTION

Section 1.

An employe shall cease to be a protected employe in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to retain or obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or failure to accept employment as provided in this Article. A protected furloughed employe who fails to respond to extra work when called shall cease to be a protected employe. If an employe dismissed for cause is reinstated to service, he will be restored to the status of a protected employe as of the date of his reinstatement.

Section 2.

An employe shall cease to be a protected employe in the event of his failure to accept employment in his craft offered to him by the carrier in any seniority district or on any seniority roster throughout the carrier's railroad system as provided in implementing agreements made pursuant to Article III hereof, provided, however, that nothing in this Article shall be understood as modifying the provisions of Article V hereof.

Section 3.

When a protected employe is entitled to compensation under this Agreement, he may be used in accordance with existing seniority rules for vacation relief, holiday vacancies, or sick relief, or for any other temporary assignments which do not require the crossing of craft lines. Traveling expenses will be paid in instances where they are allowed under existing rules. Where existing agreements do not provide for traveling expenses, in those instances, the representatives of the organization and the carrier will negotiate in an endeavor to reach an agreement for this purpose.

ARTICLE III IMPLEMENTING AGREEMENTS

Section 1.

The organizations recognize the right of the carriers to make technological, operational and organizational changes, and in consideration of the protective benefits provided by this Agreement the carrier shall have the right to transfer work and/or transfer employes throughout the system which do not require the crossing of craft lines. The organizations signatory hereto shall enter into such implementing agreements with the carrier as may be necessary to provide for the transfer and use of employes and the allocation or rearrangement of forces made necessary by the contemplated change. One of the purposes of such implementing agreements shall be to provide a force adequate to meet the carrier's requirements.

Section 2.

Except as provided in Section 3 hereof, the carrier shall give at least 60 days' (90 days in cases that will require a change of an employe's residence) written notice to the organization involved of any intended change or changes referred to in Section 1 of this Article whenever such intended change or changes are of such a nature as to require an implementing agreement as provided in said Section 1. Such notice shall contain a full and adequate statement of the proposed change or changes, including an estimate of the number of employes that will be affected by the intended change or changes. Any change covered by such notice which is not made within a reasonable time following the service of the notice, when all of the relevant circumstances are considered, shall not be made by the carrier

except after again complying with the requirements of this Section 2.

Section 3.

The carrier shall give at least 30 days' notice where it proposes to transfer no more than 5 employes across seniority lines within the same craft and the transfer of such employes will not require a change in the place of residence of such employe or employes, such notice otherwise to comply with Section 2 hereof.

Section 4.

In the event the representatives of the carrier and organizations fail to make an implementing agreement within 60 days after notice is given to the general chairman or general chairmen representing the employes to be affected by the contemplated change, or within 30 days after notice where a 30-day notice is required pursuant to Section 3 hereof, the matter may be referred by either party to the Disputes Committee as hereinafter provided. The issues submitted for determination shall not include any question as to the right of the carrier to make the change but shall be confined to the manner of implementing the contemplated change with respect to the transfer and use of employes, and the allocation or rearrangement of forces made necessary by the contemplated change.

Section 5.

The provisions of implementing agreements negotiated as hereinabove provided for with respect to the transfer and use of employes and allocation or reassignment of forces shall enable the carrier to transfer such protected employes and rearrange forces, and such movements, allocations and rearrangements of forces shall not constitute an infringement of rights of unprotected employes who may be affected thereby.

ARTICLE IV

COMPENSATION DUE PROTECTED EMPLOYEES

Section 1.

Subject to the provisions of Section 3 of this Article IV, protected employes entitled to preservation of employment who hold regularly assigned positions on October 1, 1964, shall not be placed in a worse position with respect to compensation than the normal rate of compensation for said regularly assigned position on October 1, 1964; provided, how-

ever, that in addition thereto such compensation shall be adjusted to include subsequent general wage increases.

Section 2.

Subject to the provisions of Section 3 of this Article IV, all other employes entitled to preservation of employment shall not be placed in a worse position with respect to compensation than that earned during a base period comprised of the last twelve months in which they performed compensated service immediately preceding the date of this Agreement. For purposes of determining whether, or to what extent, such an employe has been placed in a worse position with respect to his compensation, his total compensation and total time paid for during the base period will be separately divided by twelve. If his compensation in his current employment is less in any month (commencing with the first month following the date of this agreement) than his average base period compensation (adjusted to include subsequent general wage increases), he shall be paid the difference less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average time paid for during the base period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the time paid for during the base period; provided, however, that in determining compensation in his current employment the employe shall be treated as occupying the position producing the highest rate of pay and compensation to which his seniority entitles him under the working agreement and which does not require a change in residence.

Section 3.

Any protected employe who in the normal exercise of his seniority bids in a job or is bumped as a result of such an employe exercising his seniority in the normal way by reason of a voluntary action, will not be entitled to have his compensation preserved as provided in Sections 1 and 2 hereof, but will be compensated at the rate of pay and conditions of the job he bids in; provided, however, if he is required to make a move or bid in a position under the terms of an implementing agreement made pursuant to Article III hereof, he will continue to be paid in accordance with Sections 1 and 2 of this Article IV.

Section 4.

If a protected employe fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position he elects to retain, he shall thereafter be treated for the purposes of this Article as occupying the position which he elects to decline.

Section 5.

A protected employe shall not be entitled to the benefits of this Article during any period in which he fails to work due to disability, discipline, leave of absence, military service, or other absence from the carrier's service, or during any period in which he occupies a position not subject to the working agreement; nor shall a protected employe be entitled to the benefits of this Article IV during any period when furloughed because of reduction in force resulting from seasonal requirements (including lay-offs during Miners' Holiday and the Christmas Season) or because of reductions in forces pursuant to Article I, Sections 3 or 4, provided, however, that employes furloughed due to seasonal requirements shall not be furloughed in any 12-month period for a greater period than they were furloughed during the 12 months preceding the date of this agreement.

Section 6.

The carrier and the organizations signatory hereto will exchange such data and information as are necessary and appropriate to effectuate the purposes of this Agreement.

Article V

**MOVING EXPENSES
AND SEPARATION ALLOWANCES**

In the case of any transfers or rearrangement of forces for which an implementing agreement has been made, any protected employe who has 15 or more years of employment relationship with the carrier and who is requested by the carrier pursuant to said implementing agreement to transfer to a new point of employment requiring him to move his residence shall be given an election, which must be exercised within seven calendar days from the date of request, to make such transfer or to resign and accept a lump sum separation allowance in accordance with the following provisions:

If the employe elects to transfer to the new point of employment requiring a change of residence, such transfer and change of residence shall be subject to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in said provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and five working days instead of the "two working days" provided by Section 10(a) of said Agreement.

If the employe elects to resign in lieu of making the requested transfer as aforesaid he shall do so as of the date the transfer would have been made and shall be given (in lieu of all other benefits and protections to which he may have been entitled under the Protective Agreement and Washington Agreement) a lump sum separation allowance which shall be computed in accordance with the schedule set forth in Section 9 of the Washington Agreement; provided, however, that force reductions permitted to be made under this Agreement shall be in addition to the number of employes who resign to accept the separation allowance herein provided.

Those protected employes who do not have 15 years or more of employment relationship with the carrier and who are required to change their place of residence shall be entitled to the benefits contained in Sections 10 and 11 of the Washington Agreement notwithstanding anything to the contrary contained in such provisions and in addition to such benefits shall receive a transfer allowance of four hundred dollars (\$400) and 5 working days instead of "two working days" provided in Section 10(a) of said Agreement.

ARTICLE VI
APPLICATION TO MERGERS,
CONSOLIDATIONS AND OTHER AGREEMENTS
Section 1.

Any merger agreement now in effect applicable to merger of two or more carriers, or any job protection or employment security agreement which by its terms is of general system-wide and continuing application, or which is not of general system-wide application but which by its terms would apply in the future, may be preserved by the employe representatives so notifying the carrier within sixty days from the date of this agreement, and in that event this agreement shall not apply on that carrier to employes represented by such representatives.

Section 2.

In the event of merger or consolidation of two or more carriers, parties to this Agreement on which this agreement is applicable, or parts thereof, into a single system subsequent to the date of this agreement, the merged, surviving or consolidated carrier will constitute a single system for purposes of this agreement, and the provisions hereof shall apply accordingly, and the protections and benefits granted to employes under this agreement shall continue in effect.

Section 3.

Without in any way modifying or diminishing the protection, benefits or other provisions of this agreement, it is understood that in the event of a coordination between two or more carriers as the term "coordination" is defined in the Washington Job Protection Agreement, said Washington Agreement will be applicable to such coordination, except that Section 13 of the Washington Job Protection Agreement is abrogated and the disputes provisions and procedures of this agreement are substituted therefor.

Section 4.

Where prior to the date of this agreement the Washington Job Protection Agreement (or other agreements of similar type whether applying inter-carrier or intra-carrier) has been applied to a transaction, coordination allowances and displacement allowances (or their equivalents or counterparts, if other descriptive terms are applicable on a particular railroad) shall be unaffected by this agreement either as to amount or duration, and allowances payable under the said Washington Agreement or similar agreements shall not be considered compensation for purposes of determining the compensation due a protected employe under this agreement.

ARTICLE VII DISPUTES COMMITTEE

Section 1.

Any dispute involving the interpretation or application of any of the terms of this agreement and not settled on the carrier may be referred by either party to the dispute for decision to a committee consisting of two members of the Carriers' Conference Committees signatory to this agreement, two members of the Employes' National Conference Committee signatory to this agreement, and a referee to be

selected as hereinafter provided. The referee selected shall preside at the meetings of the committee and act as chairman of the committee. A majority vote of the partisan members of the committee shall be necessary to decide a dispute, provided that if such partisan members are unable to reach a decision, the dispute shall be decided by the referee. Decisions so arrived at shall be final and binding upon the parties to the dispute.

Section 2.

The parties to this agreement will select a panel of three potential referees for the purpose of disposing of disputes pursuant to the provisions of this section. If the parties are unable to agree upon the selection of the panel of potential referees within 30 days of the date of the signing of this agreement, the National Mediation Board shall be requested to name such referee or referees as are necessary to fill the panel within 5 days after the receipt of such request. Each panel member selected shall serve as a member of such panel for a period of one year, if available. Successors to the members of the panel shall be appointed in the same manner as the original appointees.

Section 3.

Disputes shall be submitted to the committee by notice in writing to the Chairman of the National Railway Labor Conference and to the Chairman of the Employes' National Conference Committee, signatories to this agreement, who shall within 10 days of receipt of such notice, designate the members of their respective committees who shall serve on the committee and arrange for a meeting of the committee to consider such disputes as soon as a panel referee is available to serve, and in no event more than 10 days thereafter. Decision shall be made at the close of the meeting if possible (such meeting not to continue for more than 5 days) but in any event within 5 days of the date such meeting is closed, provided that the partisan members of the committee may by mutual agreement extend the duration of the meeting and the period for decision. The notice provided for in this Section 3 shall state specifically the questions to be submitted to the committee for decision; and the committee shall confine itself strictly to decisions as to the questions so specifically submitted to it.

Section 4.

Should any representative of a party to a dispute on any occasion fail or refuse to meet or act as provided in Section 3, then the dispute shall be regarded as decided in favor of the party whose representatives are not guilty of such failure or refusal and settled accordingly but without establishing a precedent for any other cases; provided that a partisan member of the committee may, in the absence of his partisan colleague, vote on behalf of both.

Section 5.

The parties to the dispute will assume the compensation, travel expense and other expense of their respective partisan committee members. Unless other arrangements are made, the office, stenographic and other expenses of the committee, including compensation and expenses of the referee, shall be shared equally by the parties to the dispute.

ARTICLE VIII EFFECT OF THIS AGREEMENT

This Agreement is in settlement of the disputes growing out of notices served on the carriers listed in Exhibits A, B and C on or about May 31, 1963 relating to Stabilization of Employment, and out of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963 relating to Technological, Organizational and Other Changes and Employee Protection. This Agreement shall be construed as a separate Agreement by and on behalf of each of said carriers and its employes represented by each of the organizations signatory hereto. The provisions of this Agreement shall remain in effect until July 1, 1967, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

No party to this agreement shall serve, prior to January 1, 1967, any notice or proposal on a national, regional or local basis for the purpose of changing the provisions of this Agreement, or which relates to the subject matter contained in the proposals of the parties referred to in this Article, and that portion of pending notices relating to such subject matters, whether local, regional or national in character, are withdrawn. Any notice or proposal of the character referred to in this paragraph served on or after January 1, 1967 shall not be placed into effect before July 1, 1967.

**ARTICLE IX
COURT APPROVAL**

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

SIGNED AT WASHINGTON, D. C.,
THIS 7TH DAY OF FEBRUARY, 1965.

**EXTRACTED FROM
WASHINGTON JOB PROTECTION AGREEMENT**

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

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

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

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

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

Section 10 (a) Any employe who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employes entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for

a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employe affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

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

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

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

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

2. If the employe is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of

any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

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

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

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

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

Washington, D. C.
February 7, 1965

Mr. G. E. Leighty, Chairman
of the Five Cooperating
Railroad Labor Organizations

The following will confirm the understanding we had in connection with the agreement signed today.

If, subsequent to the effective date of the Protective Agreement, i.e. October 1, 1964, officials, supervisory or fully excepted personnel exercise seniority rights in a craft or class of employes protected under said Agreement, then, during the period such seniority is exercised, such officials, supervisory or fully excepted personnel shall be entitled to the same protection afforded by the said Agreement to employes in the craft or class in which such seniority is exercised, and no employe subject to said Agreement shall be deprived of employment or adversely affected with respect to compensation, rules, working conditions, fringe benefits, or rights and privileges pertaining thereto, by the return of the official, supervisory, or fully excepted employe to work under the schedule agreement.

If this is in accord with the understanding reached, please signify by signing in the lower left hand corner of this letter.

(Signed) J. W. Oram
J. W. Oram, Chairman
Eastern Carriers' Conference Committee

E. H. Hallmann, Chairman
Western Carriers' Conference Committee

W. S. Macgill, Chairman
Southeastern Carriers' Conference
Committee

ACCEPTED
G. E. Leighty, Chairman
of the Five Cooperating
Railroad Labor Organizations

**TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS**

April 10, 1952

013-293-23

Mr. Robert E. Stringer, General Chairman
Brotherhood of Maintenance of Way Employees
6011 Weeks Avenue
St. Louis 21, Missouri

Dear Sir:

During the negotiations preceding the signing of the Agreement effective May 1, 1952, covering the wages and working conditions of employes in the Maintenance of Way and Structures Department, it was agreed that the five days' advance notice required by Paragraph (b) of Rule 15 in connection with force reductions would be reduced to one day in all instances where reductions are made necessary by strikes or work stoppages of other organizations.

Please affix your signature and return the original to us.

Yours very truly,
(Signed) John A. Wicks
Director of Personnel

Signed:
Robert E. Stringer
General Chairman

**TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS**

September 18, 1953

013-293-18

Mr. Robert E. Stringer, General Chairman
Brotherhood of Maintenance of Way Employes
624 Missouri Insurance Building
105 North Seventh Street
St. Louis 1, Missouri

Dear Sir:

In telephone conversations on the 15th and 16th we agreed on the following interpretations of the current agreement incident to the questions raised when Mr. Lorenzo Tyner was displaced from his temporary job as weed burner operator (acquired under bulletin) when the machine was laid up:

1. When an employe acquires a job under bulletin, permanent or temporary, (Rule 3, Paragraphs b and c) he establishes seniority in the sub-group (Rule 6) in which the job is included and in all lower sub-groups.

2. When seniority is acquired in any sub-group under Rule 3, any employe displaced not only can but must displace a junior employe in that sub-group before displacing an employe in lower sub-groups (Rule 15) in order to retain seniority in the higher group.

3. An employe assigned to a nonbulletined temporary job (Rule 13-d) must return to his former job when released (Rule 19), as he does not acquire seniority in the sub-group to which assigned.

Mr. Tyner's status was determined on basis of these interpretations (presume you know that he chose to return to a section laborer job) and in order that they may be a matter of record, am sending this letter in duplicate. Please indicate your acceptance on the original and return it to me.

Yours very truly,
(Signed) John A. Wicks
Director of Personnel

Accepted:
(Signed) Robert E. Stringer
General Chairman, BMWE

MEMORANDUM AGREEMENT

Inasmuch as it is our purpose to convert our present weed burner to a weed sprayer and operate it with our own forces, it is agreed that the classification of "Weed Sprayer Operator" will be added to Group 2 in the Track Sub-Department as defined in Rule 6 of the current agreement. The operators will be paid the same rate as the operators of other machines enumerated.

Unless and until there is sufficient work of this classification to necessitate bulletining under Rule 13, operators will be assigned from day to day as needed from Group 2 forces. Consideration will be given to applicants in seniority order subject to ability to meet the following qualifications:

Must be familiar with the operation and maintenance of the spraying equipment, rates and methods of application of material being sprayed, and the mixing and handling of material being applied. Must be able to make written reports of location of work and materials used. Must be physically and mentally capable and alert, and have demonstrated mechanical aptitude and knowledge.

**TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS**

(Signed) John A. Wicks
Director of Personnel

**BROTHERHOOD OF MAINTENANCE
OF WAY EMPLOYEES**

(Signed) R. E. Stringer
General Chairman

Signed at St. Louis, Missouri, this 17th day of June, 1954.

**TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS**

June 8, 1961

013-293-13

Mr. R. E. Stringer, General Chairman
Brotherhood of Maintenance of Way Employes
6011 Weeks Avenue
Ferguson 36, Missouri

Dear Sir:

At our conference on June 8, 1961 we discussed the matter of the assigning of a tractor to the Mason and Concrete gang in the Bridges & Buildings Department. The machine in question has a blade and bucket attachment.

It was agreed that the Concrete Motor Truck Operator rate of pay would apply to the individual manning the tractor. It was also agreed that a job would be bulletined as a Concrete Mechanic and to operate the tractor when necessary. The Truck Driver rate will be paid in accordance with the provisions of Rule 39 of the current agreement.

Will you please sign the extra copy of this letter in the place provided and return it to me for file record.

Yours very truly,

(Signed) Henry Miller, Jr.
Manager, Labor Relations

Approved:
(Signed) R. E. Stringer
General Chairman

**TERMINAL RAILROAD ASSOCIATION
OF ST. LOUIS**

February 7, 1962

013-293-19

Mr. R. E. Stringer, General Chairman (2)
Brotherhood of Maintenance of Way Employees
6011 Weeks Avenue
St. Louis 36, Missouri

Dear Sir:

This will confirm our discussions of recent date with particular reference to clarifying the application of Rules 31 and 32 of the current agreement as interpreted by awards of the Third Division of the National Railroad Adjustment Board.

The following general principles were agreed upon:

(1) Double time is payable after 16 continuous hours of work in any 24-hour period, computed from the starting time of the employe's regular shift. The 24-hour period for regular employes will commence each day (whether a work day or a rest day) at the employe's assigned starting time.

(2) If the emergency continues from one regular work period into another, payment of double time will revert to time and one-half when the employe's regular starting time is reached. For purposes of the application of these rules, regularly assigned employes will be considered to have the same regular work periods on their days of rest as on their work days. For example, an employe who was called for service on his second rest day during the hours of his regular assignment and who subsequently becomes entitled to the payment of double time will revert to time and one-half, assuming that the emergency continues, at the starting time of his regular job the next day.

(3) New employes (including furloughed and extra employes) will become entitled to the payment of double time after 16 hours of continuous service computed from the time they start to work; however, once they arrive at the starting time of the gang, whether on a rest day or work day of the gang, they will thereafter be compensated on the same basis as the gang.

Mr. R. E. Stringer

February 7, 1962

The application of these principles is reflected in the following examples of hours worked by Maintenance of Way forces in removing snow during the month of January:

Date	Day	Regular Men Hours Worked	Payment Due
5	Friday	11:00 PM to 12:00 Mid.	1 hour @ time and one-half
6	Saturday	12:01 AM to 7:30 AM	7½ hours @ time and one-half
		7:30 AM to 3:30 PM	8 hours @ time and one-half
		3:30 PM to 11:30 PM	8 hours @ time and one-half
		11:30 PM to 12:00 Mid.	½ hour @ double time
7	Sunday	12:01 AM to 7:30 AM	7½ hours @ double time
		7:30 AM to 5:00 PM	9½ hours @ time and one-half

Furloughed Men

6	Saturday	12:00 Noon to 12:00 Mid.	12 hours @ time and one-half
7	Sunday	12:01 AM to 4:00 AM	4 hours @ time and one-half
		4:00 AM to 7:30 AM	8½ hours @ double time
		7:30 AM to 5:00 PM	9½ hours @ time and one-half

Regular and Furloughed Men

14	Sunday	2:00 PM to 12:00 Mid.	10 hours @ time and one-half
15	Monday	12:01 AM to 6:00 AM	6 hours @ time and one-half
		6:00 AM to 7:30 AM	1½ hours @ double time
		7:30 AM to 4:00 PM	8 hours @ time and one-half

Payments already made which are not in accordance with the foregoing will be adjusted as promptly as possible.

If the above is in accordance with your understanding of the conclusions reached, please sign the original of this letter in the space provided and return for my file.

Yours very truly,
(Signed) Henry Miller, Jr.
Manager, Labor Relations

Accepted:
(Signed) R. E. Stringer
General Chairman