AGREEMENT

Between

SOUTHERN PACIFIC COMPANY,
TEXAS AND LOUISIANA LINES

and the

Employees Represented by
SYSTEM FEDERATION NO. 162
RAILWAY EMPLOYES DEPARTMENT
AMERICAN FEDERATION OF
LABOR—CIO MECHANICAL
SECTION THEREOF

Composed of

1. International Association of Machinists and Aerospace Workers.

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

3. Sheet Metal Workers' International Association.

4. International Brotherhood of Electrical Workers.

5. Brotherhood Railway Carmen of America.

This Agreement governs the rates of pay and working conditions of machinists, boilermakers, blacksmiths, sheet metal workers, electrical workers, carmen, their helpers and apprentices, and coach cleaners who perform the work specified in this Agreement.

Revised Agreement

Effective April 15, 1967

INDEX

GENERAL RULE

Rule

Rule

MACHINISTS' SPECIAL RULES

Rule

BOILERMAKERS' SPECIAL RULES

BLACKSMITH WORKERS' SPECIAL RULES

SHEET METAL WORKERS' SPECIAL RULES

Rule

ELECTRICAL WORKERS' SPECIAL RULES

CARMEN'S SPECIAL RULES

INDEX

ADDENDUMS

SYSTEM FEDERATION NO. 162
SPECIAL AGREEMENTS

CARMEN'S SPECIAL AGREEMENTS

PREAMBLE

It is recognized that an obligation rests upon the Management to provide and the Employees to render honest, courteous and efficient service.

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

RULE 1.

Hours of Service

Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided herein, or as may hereafter be established by agreement between the Carrier and the Employees, shall be paid on the hourly basis.

40-Hour Week

(a) General.

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

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

(b) Five-day Positions.

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

(c) Six-day Positions.

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

(d) Seven-day Positions.

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

Saturday and Sunday.

(e) Regular Relief Assignments.

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

Assignments for regular relief positions may on different days include different starting times, duties and work locations for 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 (5) 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 to the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.

(g) Non-consecutive Rest Days.

The typical work week is to be one with two (2) consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:

(1) All possible regular relief positions shall be established pursuant to paragraph (e).

(2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

(3) Efforts will be made by the parties to agree

on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.

(5) If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.

(6) If after all the foregoing has been done there still remains service which can only be performed by requiring employes to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

(7) The least desirable solution of the problem would be to work some regular employes on the sixth or seventh day at overtime rates and thus withhold work from additional relief men.

(8) If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of 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 (5) days per week.

(h) Beginning of Work Week.

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

NOTE: All of the terms of the 40-Hour Work Week Agreement of March 19, 1949, applicable to the class and craft of employees covered herein are by reference hereto made a part of this agreement.

Reduction of days below five days per week will be made in accordance with the provisions of Rule 24.

RULE 2.

Shifts—Starting Time

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

Meal Period

The time and length of the lunch period shall be subject to mutual agreement.

RULE 3.

Overtime

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

Holiday Work

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

AUGUST 19, 1960 AGREEMENT

Article II, Sections 1 and 3 of the Agreement of August 21, 1954, are hereby amended, effective July 1, 1960, to read as follows:

Section 1. Subject to the qualifying requirements applicable to regularly assigned employees contained in Section 3 hereof, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

The practice of regularly assigning employees by bulletin to work on holidays, and men called to fill their places on such regularly bulletined assignments, may be continued. In the application of Rule 3, it is understood and agreed the Carrier shall have the right to determine the number of employees to be worked on holidays.

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

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section 3 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 work day of the work week as defined in Section 3 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 holidays 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 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

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

AUGUST 21, 1954 AGREEMENT

Section 2(a) Monthly rates, the hourly rates of which are predicated upon 169⅓ hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The

hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

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

Section 2(b) All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

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

AUGUST 19, 1960 AGREEMENT

Section 3. A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

All others for whom holiday pay is provided in Section 1 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 employee is available for service.

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

For purposes of Section 1, the workweek for other

than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day 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 work days preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees, whose hypothetical work week 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.

NOVEMBER 21, 1964 & FEBRUARY 4, 1965 AGREEMENTS

Article II of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960, insofar as applicable to the employees covered by this Agreement is hereby further amended by the addition of the following Section 6:

Section 6. 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 workday preceding and the workday following the employee'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 employee is available for service.

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

The workweek for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that any such employee who is relieving a regularly assigned employee on the same assignment on both the workday preceding and the workday 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 workdays preceding and following his birthday as apply to the employee whom he is relieving.

For other than regularly assigned employees, 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 workday immediately following. If his birthday falls on Monday, Friday of the preceding week shall be considered the workday 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 employee 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 section. An employee 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 Section. If an employee's birthday falls on one of the seven holidays named in Article III of the Agreement of August 19, 1960, 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 Section.

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

Rest Day Work

Service rendered by employees on assigned rest days shall be paid for under existing call rules unless relieving an employee assigned to such day in which case they will be paid under existing rest day rules. Where Sunday is one of the rest days existing rules provided for compensation on Sunday shall apply. Regular assigned rest days shall not be changed except after such advance notice to the employee as is now required under applicable rules.

RULE 4.

Overtime and Calls

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

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

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

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

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

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

RULE 5.

Full Day On Holidays

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

RULE 6.

Working Lunch Period

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

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

RULE 7.

Emergency Road Work

An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when

called for emergency road work away from such shop, engine house, repair track, or inspection point will be paid from the time ordered to leave home station until his return for all time worked in accordance with the practice at home station and straight time rate for all time waiting or traveling.

If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) or more hours, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodgings are not provided by railroad, actual necessary expenses will be allowed.

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

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

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

RULE 8.

Distribution of Overtime

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

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

RULE 9.

Temporary Vacancies

Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be

paid continuous time from time ordered to leave home point to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and for all other time, whether waiting or traveling. If on arrival at the outlying point there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

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

Where meals and lodgings are not provided by the Company, actual necessary expenses will be allowed.

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

RULE 10.

Changing Shifts

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

Relief assignments consisting of different shifts will be kept to a minimum. For such assignments the penalty pay provision in the first paragraph of this rule will not apply for shift changes included in the regular relief assignment.

RULE 11.

Regular Assigned Road Work

Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily (a boarding car to be considered a home station), shall be paid continuous time from the time of leaving the home station to the time they return whether working, waiting or traveling, exclusive of the meal period, as follows:

Straight time for all hours traveling and waiting, straight time for work performed during regular

hours, and overtime rates for work performed during overtime hours. If relieved from duty and permitted to go to bed for five (5) hours or more, they will not be allowed pay for such hours. Where meals and lodging are not provided by the Company when away from home station, actual expenses will be allowed.

The starting time to be not earlier than 6:00 A.M. nor later than 8:00 A.M.

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

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

EXCEPTION. In case where the schedule of trains interferes with the starting time, an agreement may be entered into by the superintendent of the department affected and the General Chairman concerned representing the employees.

RULE 12.

Monthly Rates, Regular Assigned Road Work

Employees regularly assigned to perform road work may be paid on a monthly basis. The monthly rates for such positions are listed in Rule 139 and are based on 211⅔ hours per month. Future wage adjustments, so long as such rates remain in effect on such basis, shall be made on the basis of 211⅔ hours per month. The straight time hourly rate for such positions shall be determined by dividing the monthly rate by 211⅔.

No overtime is allowed for time worked in excess of eight (8) hours per day; on the other hand, no time is to be deducted unless the employee lays off of his own accord.

Employees filling these positions shall be assigned one regular rest day per week, Sunday if possible. Rules applicable to other employees of the same craft or class shall apply to service on such as-

signed rest days. Ordinary maintenance or construction work not heretofore required on Sunday will not be required on the sixth day of the work week.

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

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

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

RULE 13.

Temporary Vacancies

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

RULE 14.

Lead Workmen

(a) At shops—In small gangs a working mechanic may be assigned to work with, take the lead, and direct the work of other members of a gang in his craft and on his class of work. For such service, he will be allowed the differential of six (6) cents per hour above the highest rate paid any employee he so directs but not less than six (6) cents per hour above the highest rate applicable to the work performed by the gang or himself.

(b)—At roundhouses and train yards—for small groups of employees a leading working mechanic may be assigned to work with, take the lead and direct the work of other members of the group; while so serving he will not perform the work of any craft other than his own. For such service, he will be al-

lowed a differential rate of six (6) cents per hour above the highest paid employee he so directs but not less than six (6) cents per hour above the highest rate applicable to the work performed by the gang or himself.

RULE 15.

Bulletining Vacancies

When new jobs are created or vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or any vacancies that may be desirable to them. All vacancies or new jobs created, including differential jobs as helpers, will be bulletined.

Bulletins must be posted five days before vacancies are filled permanently. Employees desiring to avail themselves of this rule will make application to the officer in charge and a copy of the application will be given to the local chairman. Assignment will be made and the successful applicant assigned within seven (7) days following expiration of bulletin.

An employee exercising his seniority rights under this rule will do so without expense to the carrier; he will lose his right to the job he left, and if after a fair trial he fails to qualify for the new position, he will have to take whatever position may be open in his craft.

Temporary Vacancies

Vacancies known to be of thirty (30) days or more duration will be placed under bulletin as temporary vacancies and assignments made in the manner provided in this rule. An employee who is temporarily absent and whose position has been bulletined under the provisions of this rule, shall return to his position on reporting for duty and the employee who worked the temporary vacancy in the exercise of his seniority during absence of the regular occupant of the position, shall return to the position he left. The same procedure shall be followed by other employees similarly affected.

Displacements

When a position is abolished, or an employee is displaced through no fault of his own, he shall, upon

written application to the officer in charge, with copy of the application to the local committee, be permitted to displace any junior employee on the same seniority list. All displacements made under this rule shall be without expense to the Company.

RULE 16

Promotion to Foremen

Mechanics in service will be considered for promotion to positions of foremen. When promotions to position of gang foremen (foremen who supervise a specific craft) are made, qualified men from the respective crafts will have preference in promotion.

Employees accepting positions as foremen or gang foremen, or men assigned to special duties outside the scope of this Agreement, shall retain their seniority in their craft and/or class, at the point where held at time of promotion, except when eliminated from the service for cause.

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

RULE 17.

Transfers

Employees transferred from one point to another, with a view to accepting a permanent transfer, will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point and if a permanent transfer is not desired, they will in such cases file within thirty (30) days a written notice to that effect.

RULE 18.

Leave of Absence

Unlimited leave of absence will be granted in case of sickness or in case of official promotion, either with the Company or with the Organization.

When the requirements of the service will permit, employees, on request, will be granted leave of ab-

sence for a limited time with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority unless special provision shall have been made therefor by the Manager of Personnel and General Chairman representing his craft.

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

RULE 19.

Absence Account Sickness

In case an employee is unavoidably kept from work, he will not be discriminated against. An employee detained from work on account of sickness or for any other good cause shall notify his foreman as early as possible.

Where regular assigned employees are laying off or absent from duty and their position is being filled during their absence such employee must notify their foreman not later than sixteen (16) hours prior to their starting time that they will report for duty in order to qualify for work on the date reporting.

RULE 20.

Faithful Service

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

RULE 21.

Court Service

Employees attending court as witnesses for the railroad will be allowed pay for all time lost at home station, with a minimum of eight (8) hours pay for each day that they are held for court service. Reasonable and necessary expenses will be allowed. Wit-

ness fees and per diem accruing will be assigned to the railroad.

RULE 22.

Paying Off

Employees will be paid off during their regular working hours, semi-monthly.

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

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

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

RULE 23.

Inclement Weather

During inclement weather, provision will be made where buildings are available, to pay employees under shelter.

RULE 24.

Reduction in Forces

When it becomes necessary to reduce expenses, each point, shop, department, or subdivision thereof shall be considered separately and reduction will be accomplished by reducing forces. Employees will be laid off in accordance with their seniority as per rule 28, and those retained in the service will take the rate of the job to which they are assigned.

If further reduction in expenses is necessary, decision as to whether this will be accomplished by further reduction of forces, or reduction of hours, shall be by agreement through conference between officers of the Company and General Chairman of System Federation No. 162.

If the force is to be reduced, five (5) working days' notice will be given the employees affected before reduction is made, and list will be furnished the local committee. If the hours are to be reduced,

forty-eight (48) hours' notice will be given employees affected.

AUGUST 21, 1954 AGREEMENT

Rules, agreements or practices, however established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more than sixteen hours such advance notice under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.

Employees who are laid off in reduction of force must file their address with the proper office and the local committee within ten (10) days from the date of reduction and must also advise the proper officer and local committee of any subsequent change in their address. Those failing to comply with these regulations, or who fail to return to service within ten (10) days after being notified (by mail or telegram sent to the address last given), or who fail to give satisfactory information within ten (10) days for not doing so, will forfeit all seniority rights.

In the restoration of forces, senior employees will be recalled to service in their seniority order (subject to the provisions of the preceding paragraph), and shall be returned to their former positions if possible; regular hours to be re-established prior to any additional increase in force.

The local committee and the general committee will be furnished a list of men to be restored to service. In reducing the force, the ratio of apprentices will be maintained.

AUGUST 21, 1954 AGREEMENT

1. The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular

occupants, provided such employees have signified in the manner provided in paragraph 2 hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee 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 employee, under pertinent rules of the agreement, rather than call a furloughed employee.

2. Furloughed employees 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 employee 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 employee should again desire to be considered available for such service notice to that effect—as outlined hereinabove—must again be given in writing. Furloughed employees 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 employees so used will not be subject to rules of the applicable collective agreements which require advance notice before reduction of force.

3. Furloughed employees 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 employees will be placed on the extra list in seniority order and used in accordance with the rules of the agreement.

Note 1: In the application of this rule to employees who are represented by the organizations af-

filiated with the Railway Employees Department, A.F. of L.-CIO, it shall not apply to extra work.

Note 2: Employees who are on approved leave of absence will not be considered furloughed employees for the purposes of this agreement.

Note 3: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

RULE 25.

Employees Laid Off

Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will, upon application be furnished with a pass to any point desired on this railroad.

Employees laid off on account of reduction in force and who desire to accept employment elsewhere pending opportunity to return to further service with these lines may do so.

RULE 26

Transfer of Laid Off Employees

When reducing forces, if men are needed at any other point, they will be given preference to transfer to nearest point, with privilege of returning to home station when force is increased, such transfer to be made without expense to the Company. Seniority to govern all cases.

RULE 27.

Shops Closed Down

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

RULE 28.

Seniority

Seniority of employees of each class in a craft covered by this agreement shall be confined to the point employed in each of the following departments, except as provided below and in special rules of each craft:

Maintenance of Way (Bridge and Building where separate from Maintenance of Way),
Maintenance of Equipment,
Maintenance of Telegraph,
Four sub-divisions of Carmen as follows:
Pattern Makers,
Upholsterers,
Painters,
Other Carmen.

Seniority lists will be open to inspection; posted on bulletin board and copy to be furnished local committee and the General Chairman. Seniority lists will be revised in January of each year. The seniority date not protested within sixty (60) days from its first posting on a roster will be considered permanently established. Typographical errors on subsequent rosters may be corrected at any time.

RULE 29.

Assignment of Work

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

If any question arises as to the amount of craft work being performed by supervisory employes, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided in Rule 32 of this agreement.

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

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

At points where there is not sufficient work to

justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled in accordance with Rule 32 of this agreement, and pending disposition of the dispute the Carrier may proceed with or continue its designation.

RULE 30.

Operation of Autogenous Welding Equipment

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

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

RULE 31.

Foreman—Temporary Relief

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

RULE 32.

Time Claims and Grievances

(a) All claims or grievances must be presented in

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

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

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

parties may by agreement in any particular case extend the 9 months' period herein referred to.

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

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

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

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

(h) All conferences between local officers and local committees to be held during regular working hours without loss of time to the committeemen.

In discipline cases the initial appeal will be made to the officer rendering the original decision in the case. The order in which other grievances and time claims are to be progressed in accordance with the provisions of this rule is listed in Addendum 8 to this agreement.

RULE 33.

Pending Decision

Prior to the assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

RULE 34.

Discipline—Investigations

(a) An employe covered by this agreement who has been in service more than 60 days, or whose application has been formally approved, shall not be disciplined or dismissed without first being given a fair and impartial investigation by an officer of the railroad. He may, however, in proper cases, be held out of service pending such investigation which shall be promptly held.

(b) At a reasonable time prior to the investigation, the employe will be apprised of the precise charge against him and the time, date and place set for the investigation. The employee shall have a reasonable opportunity by this notice to secure the presence of necessary witnesses, and representation if he so desires. A copy of the notice directing the employe to report for investigation shall be furnished to the local chairman of the craft involved.

(c) An employe under investigation may be represented at the investigation by the duly authorized local committee who may be assisted by the General Chairman; but no more than three representatives will attend the investigation. If the employe does not desire the duly authorized local committee to represent him the employe may act as representative and will be permitted to examine witnesses. In event the employe elects to represent himself, the duly authorized representatives, not to exceed three, will be permitted to be present at the investigation. Also the local committee will be permitted to be present at any conference in connection with an appeal by the employe to the officer administering discipline if discipline is assessed. Copy of each statement made a matter of record at the investigation will be furnished to the employe and the local committee.

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

(e) Nothing herein shall abridge the right of the Carrier to reinstate, with original seniority status, an employe who may have been dismissed for reason other than prescribed in the Union Shop Agreement dated January 21, 1953. No employe will be reinstated under this paragraph (e) who has been out of service for more than one year without the concurrence of the General Chairman.

RULE 35.

Apprentices

There will be three recognized classes of apprentices—namely, regular, helper and special.

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

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

The ratio of apprentices in their respective crafts shall not be more than one (1) to every five (5) mechanics.

Two apprentices will not be worked together as partners.

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

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

If within six (6) months an apprentice shows no aptitude to learn the trade, he will not be retained as an apprentice. A helper apprentice will retain seniority as a helper during the six (6) months probationary period.

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

Apprentices shall not be assigned to work on night shifts. An apprentice shall not be allowed to work overtime during the first three (3) years of his apprenticeship.

The seniority of an apprentice who is retained in the service as a mechanic, will have seniority rights as mechanic from date he completes apprenticeship and his pay starts as mechanic.

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

RULE 36.

Regular Apprentices

Applicants for regular apprenticeship shall be over 16 and under 26 years of age, and if accepted, shall serve eight (8) periods of 130 days of service each. If retained in the service at the expiration of their apprenticeship, they shall be paid not less than the minimum rate established for journeymen mechanics of their respective crafts.

RULE 37.

Helper Apprentices

Helpers who have had not less than two (2) consecutive years experience as helpers of the craft at the point where employed, at the time application for apprenticeship is made, may become helper apprentices. When assigned as helper apprentices they must not be over thirty-five (35) years of age. The number of helper apprentices must not at any time exceed fifty per cent of the combined number of regular and helper apprentices assigned.

In selecting helper apprentices, ability and seniority will govern and all selections will be made by local officers in conjunction with the respective local committee.

Helper apprentices shall serve six (6) periods of 130 days each of service, and shall be governed by

the same laws and rules as govern regular apprentices.

Helper apprentices shall receive the minimum helper rate for the first 130-day period, with an increase of two and four-tenth (2.4) cents per hour for every 130-day period thereafter until they have served six (6) 130-day periods.

RULE 38.

Special Apprentices

Special apprentices shall be selected from young men between the ages of 18 and 26 years, who have technical school education, and shall serve six (6) periods of 130 days. Special apprentices shall receive training in the various departments in the different classes of work of the different crafts in the maintenance of equipment department, and may be moved from place to place or on any class of work at the discretion of the management. The number of special apprentices shall not exceed five (5) on the system and not more than three (3) in any one shop.

If retained in the service at the completion of the six (6) period course, the apprentices may choose the craft he desires employment in and shall receive a special rate for the period of one year, at the expiration of which time he shall be classified and receive the minimum rate of the craft employed in.

The rate of pay for special apprentices for the first six (6) periods of 130 days of service in each shall be not less than that of helper apprentices.

RULE 39.

Indentures

All apprentices must be indentured and shall be furnished with a duplicate of indenture by the Company, who will also furnish every opportunity possible for the apprentice to secure a complete knowledge of the trade.

Form of Indenture

This will certify that .....

was employed as ..... apprentice by the

..... Railroad at ..... on

.....19.... to serve eight periods a minimum of 130 days each.

.....

(Title of Officer in Charge)

Service Performed During Apprenticeship

.....

.....

.....

.....

This will certify that on .....19.....

..... completed the course of apprenticeship specified above and is entitled, if

employed by the ..... Railroad, to the rates of pay and conditions of service of

.....

.....

(Title of Officer in Charge)

NOTE: The above form is to be used both for regular and helper apprentices. (Helper apprentices to serve six periods of 130 days each of service.)

RULE 40.

Application for Employment

Applicants for employment may be required to take physical examination at the expense of the carrier to determine the fitness of the applicant to reasonably perform the service required in his craft or class. They may also be required to make a personal record showing address of relatives, necessary four (4) years' experience, and name and local address of former employers during the past ten years.

Employment shall be considered temporary for sixty (60) days pending approval or disapproval of application. If the applicant is not notified of the disapproval of application within sixty (60) days from date thereof, application will be considered approved. An employee who has been in the service of the railroad sixty (60) days shall not be dismissed for incompetency.

RULE 41

Shop Conditions

Good drinking water and ice will be furnished. Sanitary drinking fountains will be provided where necessary. Pits and floors, lockers, toilets and wash rooms will be kept in good repair and in a clean, dry, and sanitary condition.

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

RULE 42.

Employees Injured

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

At the option of the injured party, personal in-

jury settlements may be handled by the duly authorized representatives of the employee with the duly authorized representative of the carrier. Where death or permanent disability results from injury, the lawful heirs of the deceased may have the case handled as herein provided.

RULE 43.

Notices

A place will be provided inside all shops and roundhouses where proper notices of interest to employees may be posted. Authority must be obtained from the foreman or other officer in charge before any bulletin or notice is posted.

RULE 44.

Transportation

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

The Company will not discriminate against any committeeman who is delegated to represent employees covered by this agreement, and for that purpose will grant leave of absence. Committeemen representing employees covered by this agreement to be granted the same consideration as is granted committeemen representing employees in other branches of the service.

RULE 45.

Protection of Employees

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

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

Employees will not be assigned to jobs where

they will be exposed to sand blast and paint blowers while in operation.

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

The Management, with the cooperation of the employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

RULE 46.

Help to be Furnished

Mechanics and apprentices will be furnished sufficient competent help when needed in connection with their work. When experienced helpers are available they will be used in preference to inexperienced men. Laborers, when used as helpers, will be paid the helpers' rate.

RULE 47.

Scrapping Equipment or Machinery

Work of scrapping engines, boilers, tanks, and cars or other machinery will be done by crews under the direction of a mechanic.

RULE 48.

Use of Proper Signals

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

RULE 49.

Handling Engines in Roundhouses

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

All engines will be placed under smokejacks in roundhouses, where practicable, when being fired up.

RULE 50.

Checking In and Out

At the close of each week one minute for each hour of regular time actually worked during the week will be allowed employees who are required to check in and out and make out service cards on their own time.

MACHINISTS' SPECIAL RULES

RULE 51.

Qualifications

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

RULE 52.

Classification of Work

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in building, assembling, maintaining, dismantling and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting af other shop machinery; ratchet and other skilled drilling and reaming; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring; engine inspecting; air equipment, lubricator and injector work; removing, replacing, grinding, bolting and breaking of all joints on superheaters; oxyacetylene, thermit and electric welding on work generally recognized as machinists' work; the operation of all machines used in such work, including drill presses and bolt threaders using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work.

RULE 53.

Apprentices

Include regular and helper apprentices in connection with the work defined by Rule 52.

RULE 54.

Machinist Helpers

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

RULE 55.

Running Repairs

Machinists assigned to running repairs shall not be required to work on dead work at points where dead work forces are maintained except when there is not sufficient running repairs to keep them busy.

RULE 56.

Dead Work

Dead work means all work on an engine which cannot be handled within twenty-four (24) hours by the regularly assigned running repair forces maintained at point where the question arises.

RULE 57.

Dead Work and Running Repairs

Dead work forces will not be assigned to perform

running repair work, except when the regularly assigned running repair forces are unable to get engines out in time to prevent delay to train movement.

RULE 58.

Schedule for Apprentices

Apprentices shall be instructed in all branches of the machinists' trade. They will serve six (6) 130-day periods on machines and special jobs. Apprentices will not be required to work more than eighty-seven (87) work days on any one machine or special job. During the last two periods of their apprenticeship they will work on the floor. Apprentices shall not work on oxyacetylene, thermit, electric, or other autogenous welding processes until they are in their last two 130-day periods.

RULE 59.

Use of Helpers

Helpers, when used in any way in connection with machinists' work, shall in all cases work under the orders of the machinist, both under the direction of the foreman.

RULE 60.

Engine Inspectors

Machinists assigned as engine inspectors must be able to read and write the English language and must have a thorough knowledge of the rules and regulations governing inspections under the Federal Laws.

RULE 61.

Differentials

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

At points or on shifts where no inspector is as-

signed and machinists are required to inspect engines and swear to Federal reports, they will be paid six cents (6c) per hour above the machinists minimum rate at the point employed for the days on which such inspections are made.

Autogenous welders shall receive six cents (6c) per hour above the rate paid mechanics at the point where employed.

BOILERMAKERS' SPECIAL RULES

RULE 62.

Qualifications

Any man who has served an apprenticeship, or has had four (4) years experience at the trade, who can with the aid of tools, with or without drawings, and is competent to either lay out, build or repair boilers, tanks and details thereof, and complete same in a mechanical manner, shall constitute a boilermaker.

RULE 63.

Classification of Work

Boilermakers' work shall consist of laying out, cutting apart, building or repairing boilers, tanks and drums; inspecting, patching, riveting, chipping, calking, flanging and all flue work (except cutting to length on machines); building, repairing, removing and applying steel cabs and running boards, metal headlight boards, wind sheets, engine tender tanks, steel tender frames (except such parts of steel tender frames as are necessary to be brought to car shops for repairs), pressed steel tender truck frames; building and repairing metal pilots, the removing and applying of metal pilots to metal pilot beams; the laying out and fitting up of any sheet-iron or sheet-steel work made of 16 gauge or heavier, including fronts and doors; grates and grate rigging, ash and fire pans, front end netting and diaphragm work; removing and applying all stay bolts, radials, flexible caps, sleeves, crown bolts, stay rods, and braces in boilers, tanks and drums; applying and removing arch tubes; operating punches, presses and shears for shaping and forming, pneumatic staybolt

breakers, air rams and hammers; bull, jam and yoke riveters; boilermakers' work in connection with building and repairing of steam shovels, derricks, booms, housing, circles, and coal buggies; I-beam, channel iron, angle iron, and T-iron work; all drilling, cutting and tapping and operating rolls in connection with boilermakers' work; oxyacetylene, thermit and electric welding on work generally recognized as boilermakers' work; and all other work generally recognized as boilermakers' work.

RULE 64.

Apprentices

Include regular and helper apprentices in connection with the work as defined by Rule 63.

RULE 65.

Boilermaker Helpers

Employees assigned to help boilermakers and their apprentices; operators of drill presses, staybolt, radial-stay and bolt cutters; toolroom attendant, and operating sandblasting machines in the boiler shop; boiler washers, brickmen, punch and shear operators (cutting only bar stock and scrap), cleaning tell-tale holes in staybolts; cutting flues to length on machines; and all other work properly recognized as boilermaker helpers' work.

RULE 66.

Running Repairs

Boilermakers assigned to running repairs may be used to perform other work.

Boilermakers assigned to locomotive general repair work may be used to perform running-repair work when the regular assigned running-repair forces are unable to get engines out to meet service requirements.

Boilermakers who have been working on hot work will not be required to work on cold work until given sufficient time to cool off.

RULE 67.

Inspection and Special Work

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

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

Boilermakers assigned as boiler inspectors must be able to read and write the English language and must have a thorough knowledge of the rules and regulations governing inspections under the Federal Laws.

RULE 68.

Protection for Employees

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

RULE 69.

Welding and Cutting Inside Boilers

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

RULE 70.

Furnishing Helper for Autogenous Welding or Cutting

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

RULE 71.

Cold Weather Precautions

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

RULE 72.

Preparations for Removal of Sheets

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

RULE 73.

Blowing Off Steam

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

Cleaning out Fireboxes

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

RULE 74.

Operating Long Stroke Hammer

Two boilermakers, or one boilermaker and a competent apprentice with at least two years' experience, will be used to operate a long-stroke hammer, that is, an air hammer capable of driving staybolts or rivets five-eighths inch diameter or larger, or of expanding flues or tubes. Double-gun work will not be permitted. Air jacks not to be considered double guns.

Working on Superheater Flues

When rolling or expanding superheater flues, two

boilermakers, or one boilermaker and a competent apprentice with at least two years' experience, will be used.

RULE 75.

Tapping or Reaming in Fireboxes

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

RULE 76.

Furnishing Help on Running Repair Work

Boilermakers engaged on running-repair work will be furnished a helper when necessary, or when it is essential for personal safety.

RULE 77.

Sending Helpers out on Line

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

RULE 78.

Preparation for Removal of Tubes, etc.

When flues (other than burst flues) are to be removed, the front end will be opened and such parts of the draft appliance as interfere with the boilermaker will be removed. Center arch pipes in engine, other than those equipped with combustion chambers, which interfere with boilermakers in the performance of their work, will be removed.

RULE 79.

Flange Fire Helpers

Regular assigned help will be furnished on flange fires.

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

RULE 80.

Miscellaneous Work

There will be sufficient help furnished boiler-

makers or apprentices in breaking down staybolts with hand ram.

Holding on all staybolts and rivets, striking chisel bars, side sets, and backing out punches, and heating rivets (except when performed by apprentices) will be considered boilermaker helpers' work.

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

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

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

RULE 81.

Apprentice

Apprentices shall not work on oxyacetylene, thermit, electric, or other autogenous welding processes until they have completed their first two 130-day periods.

RULE 82.

Schedule for Regular Apprentices

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

130 days—Heating rivets and helping boilermakers.
130 days—Tank repairing and sheet iron work.
130 days—Rolling flues; ash-pan work.
130 days—Staybolts and setting flues.
260 days—General boiler work.
130 days—Electric or oxyacetylene welding.
130 days—Laying out and flanging.

RULE 83

Schedule for Helper Apprentices

The following schedule for helper apprentices showing the division of time on the various classes

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

65 days—Tank repairing and sheet iron work.
130 days—Rolling flues; ash-pan work.
130 days—Staybolts and setting flues.
195 days—General boiler work.
130 days—Electric or oxyacetylene welding.
130 days—Laying out and flanging.

RULE 84.

Differentials

Boilermakers assigned as boilermaker inspectors, also flangers, layers-out, and autogenous welders shall receive six cents (6c) per hour above the minimum rate paid boilermakers at the point employed.

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

RULE 85.

Helpers on Flange Fires

Helpers on flange fires shall receive six cents (6c) per hour above the minimum rate paid helpers of their classification at the point employed.

BLACKSMITHS' SPECIAL RULES

RULE 86.

Qualifications

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

RULE 87.

Classification of Work

Blacksmiths' work shall consist of welding, forging, heating, shaping and bending of metal; tool dressing

and tempering, spring making, tempering and repairing, potashing, case and bichloride hardening; flue welding under blacksmith foreman; operating furnaces for hammersmiths working material six (6) inches in diameter its equivalent or over; operating bulldozers, forging machines, drop-forging machines, bolt machines and Bradley hammers; all welding or building up of frogs, switch points, crossovers, puzzle switches and low rail joints (at Motive Power and Equipment Department Shops); hammersmiths, drop-hammermen, trimmers, rolling mill operators; operating punches and shears doing shaping and forming in connection with blacksmiths' work; oxy-acetylene, thermit and electric welding on work generally recognized as blacksmiths' work; shipyard blacksmiths' work, and all other work generally recognized as blacksmiths' work.

RULE 88.

Apprentices

Include regular and helper apprentices in connection with the work as defined in Rule 87.

RULE 89.

Helpers' Work

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

RULE 90.

Apprentice Schedule

Apprentices shall be given an opportunity to learn all branches of the trade and will not be kept on any one class of work longer than 130 service days, and will be given not less than 130 service days' experience on autogenous welding.

RULE 91.

Building Fires

Blacksmith helpers required to prepare or build coal or coke fires outside their regular working hours, shall be allowed thirty (30) minutes straight time for each fire built or furnace prepared. Helpers assigned to start oil or gas furnaces outside of their regular working hours will receive one and one-half time for such service, on the minute basis.

RULE 92.

Furnace Operators and Heaters

Furnace operators (heaters) will be assigned to operate furnaces making or working material six (6) inches in diameter, its equivalent or over, and heating it for hammersmiths.

Heaters will be assigned to operate furnaces used in connection with forging machines four (4) inches and over or to heat any material four (4) inches and over to be forged.

Heaters will also be assigned to heavy fires.

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

RULE 93.

Steam-hammer Operators

Competent steam-hammer operators will be furnished.

RULE 94.

Road Work

Blacksmiths sent out on the road to do blacksmiths' work will be accompanied by helper when necessary.

RULE 95.

Differentials

Blacksmiths working or making material six (6) inches in diameter, its equivalent or over, shall be classified as hammersmiths and shall receive twelve (12) cents per hour above the minimum rate paid blacksmiths at the point employed.

Blacksmiths working material four (4) inches or

over shall be classified as heavy-fire blacksmiths and shall receive six (6) cents per hour above the minimum rate paid blacksmiths at the point employed.

Toolsmiths regularly assigned as such and forging, repairing and tempering machine tools (not hand or track tools) will be allowed six (6) cents per hour above the blacksmiths' minimum rate at the point employed.

Heaters on heavy fires shall receive twelve (12) cents per hour above the minimum rate paid helpers of their classification at the point employed.

Hammer operators and helpers working with hammersmiths or heavy-fire blacksmiths shall receive six (6) cents per hour above the minimum rate paid helpers of their classification at the point employed.

Furnace operators (heaters) operating furnaces for hammersmiths shall receive the minimum rate paid blacksmiths at the point employed.

Autogenous welders shall receive six (6) cents per hour above the minimum rate paid blacksmiths at the point employed.

SHEET METAL WORKERS' SPECIAL RULES

RULE 96.

Qualifications

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

RULE 97.

Classification of Work

Sheet metal workers' work shall consist of tinning, coppersmithing and pipefitting in shops, yards, and buildings, and on passenger train cars and engines of all kinds; the building, erecting, assembling, in-

stalling, dismantling and maintaining parts made of sheet copper, brass, tin, zinc, white metal, lead, black, planished, pickled and galvanized iron 10 gauge and lighter, including brazing, soldering, tinning, leading, and babbitting, the bending, fitting cutting, threading, brazing, connecting and disconnecting of air, water, gas, oil and steam pipes; the operating of babbit fires; operating presses for shaping and forming; repairs to superheater units (other than grinding of ball joints); oxyacetylene, thermit and electric welding on work generally recognized as sheet metal workers' work; and all other work generally recognized as sheet metal workers' work.

RULE 98.

Apprentices

Include regular and helper apprentices in connection with the work as defined by Rule 97.

RULE 99.

Helpers' Work

Employees regularly assigned as helpers to assist sheet metal workers and apprentices in their various classification of work, shall be known as sheet metal workers' helpers.

RULE 100.

Protection for Employees

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

RULE 101.

Road Work

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

RULE 102.

Running Repair Forces

Sheet metal workers assigned to running repairs shall not be required to work on dead work at points

where dead work forces are maintained, except when there is not sufficient running repairs to keep them busy.

RULE 103.

Dead Work Forces

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

RULE 104.

Emergency Work

Sheet metal workers will not be assigned to work not applicable to them, except in emergency cases.

RULE 105.

Apprentice Schedule

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

130 days—Helping.
130 days—Light pipe work.
260 days—Tinning, babbitting and brazing, laying out and forming.
260 days—Engine and car work.
260 days—General work, including 130 days' experience with oxyacetylene torch.

Helper apprentices will start on the third period classification of work.

RULE 106.

Differentials

Autogenous welders shall receive six (6c) per hour above the minimum rate paid sheet metal workers at point employed.

RULE 107.

Qualifications

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

An electrician will not necessarily be an armature winder.

RULE 108.

Electricians

Classification of Work

(a) Electricians' work shall consist of maintaining, repairing, rebuilding, inspecting and installing the electric wiring of all generators, switch boards, meters, motors and controls, rheostats and controls, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries, axle lighting equipment; inside telegraph and telephone equipment, electric clocks, and electric lighting fixtures; winding armatures, fields, magnet coils, rotors, transformers, and starting compensators; inside and outside wiring at shops, buildings, yards and on structures, and all conduit work in connection therewith, including steam and electric locomotives, passenger trains, motor cars, electric tractors, and trucks. Cables, cable splicers, high tension powerhouse and sub-station operators, high tension linemen, powerhouse attendants operating and maintaining electric generating powerhouse equipment; electric crane operators for cranes of 40 tons capacity or over; and all other work generally recognized as electricians' work.

ELECTRIC CRANE OPERATORS

(b) This class will include operators of electric traveling cranes of less than forty (40) tons capacity.

RULE 109.

Apprentices

Include regular and helper apprentices in connection with electrical workers.

RULE 110.

Helpers' Work

Employees regularly assigned as helpers to assist electrical workers and apprentices, including electric lamp trimmers who do no mechanical work, also to perform such battery work as may be agreed upon locally as being helpers' work.

RULE 111.

Apprentice Schedule

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

260 days—Inside wiring and electrical repairing.
130 days—Outside line work.
130 days—Locomotive headlight work.
130 days—Car lighting department.
130 days—Armature winding.
260 days—General electrical work.

RULE 112.

Helper Apprentice Schedule

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

130 days—Inside wiring and electrical repairing.
130 days—Outside line work.
130 days—Locomotive headlight work.
130 days—Car lighting department.
130 days—Armature winding.
130 days—General electrical work.

RULE 113.

Use of Laborers

Laborers or similar class of workmen shall not be permitted to do helpers' work as outlined in Rule 110 if regular electrical worker helpers are available.

RULE 114.

Handling Storage Batteries

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

RULE 115.

Differentials

Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid electrical workers at points employed.

Electrical workers assigned or required to inspect Diesel-electric locomotives and gas-electric cars, and swear to Federal reports, shall be paid six cents (6c) per hour above the minimum rate paid electrical workers for the days on which such inspections are made.

CARMEN'S SPECIAL RULES

RULE 116.

Qualifications

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

RULE 117.

Classification of Work

Carmen's work shall consist of building, maintaining, dismantling (except all-wood freight train cars), painting, upholstering and inspecting all passenger and freight cars, both wood and steel, planing mill, cabinet and bench carpenter work, pattern and flask

making and all other carpenter work in shops and yards (except work generally recognized as bridge and building department work); carmen's work in building and repairing motor cars, lever cars, hand cars and station trucks; building, repairing, and removing and applying wooden locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards; tender frames and trucks, pipe and inspection work in connection with air brake equipment on freight cars; applying patented metal roofing; operating punches, presses and shears, doing shaping and forming; work done with hand forges and heating torches in connection with carmen's work; glazing, painting, varnishing, surfacing, decorating, lettering, electroplating and buffing, cutting of stencils and removing paint (not including use of sandblast machine or removing vats); all other work generally recognized as painters' work under the supervision of the locomotive and car departments, except the application of blacking to fire and smoke boxes of locomotives in engine houses; joint car inspectors, safety appliance and train car repairers; saw filers, oxyacetylene, thermit and electric welding on work generally recognized as carmen's work; and all other work generally recognized as carmen's work.

RULE 118.

Apprentice Work

Include regular and helper apprentices in connection with the work as defined by Rule 117.

RULE 119.

Helpers' Work

Employees regularly assigned to help carmen and apprentices; employees engaged in washing and scrubbing the inside and outside of passenger coaches preparatory to painting; removing of paint on other than passenger cars preparatory to painting; sand blasting machines and sand blasting; car oilers and packers, stock keepers (car department), operators of bolt threaders, nut tappers, drill presses, and punch and shear operators (cutting only bar stock and scrap); holding on rivets; striking chisel bars,

side sets, and backing out punches; using backing hammer and sledges in assisting carmen in straightening metal parts of cars; rebrassing of cars in connection with oilers' duties; cleaning journals; repairing steam and air hose; assisting carmen in erecting scaffolds; and all other work generally recognized as carmen helpers' work, shall be classed as helpers.

RULE 120.

Wrecking Crews

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

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

RULE 121.

Use of Regular Crew

When wrecking crews are called for wrecks or derailments outside of yard limits, the regularly assigned crew will accompany the outfit. For wrecks or derailments within yard limits, sufficient carmen will be called to perform the work.

RULE 122.

Qualifications of Inspectors

Carmen assigned as inspectors must be over 21 years of age and must be able to read and write the English language. They must have a thorough knowledge of the A. A. R. (Association of American Railroads) Rules and Safety Appliance Laws and also of the rules relating to carmen's duties under the Regulations of the Bureau of Explosives.

RULE 123.

Taking Records

Inspectors and other carmen in train yards will not be required to take record for conducting trans-

portation purposes of seals, commodities, or destination of cars where record clerks, yardmasters, agents or yard clerks are employed.

RULE 124.

Safety Appliance Men

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

RULE 125.

Repair Track Switches

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

RULE 126.

Use of Blue Signals

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

RULE 127.

Outlying Points

Points other than the following division and shop points, San Antonio, Del Rio, Sanderson, Victoria, Houston, Lufkin, Beaumont, Lafayette, New Orleans, Ennis, Hearne and Austin are designated as outlying points. At such outlying points intermittent service, or split tricks may be established. Any time worked in excess of eight (8) hours will be paid for as provided for in this Agreement. For intermittent service the eight (8) hours constituting a day's work may be worked within a spread of ten (10) consecutive hours. Time shall be counted as continuous service in all cases where the interval of release from duty does not exceed one (1) hour.

RULE 128.

Supplies to be Furnished

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

RULE 129.

Repairing Cars on Road

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

RULE 130.

Cleaning Up Rubbish

Shops, repair yards, and train yards, where carmen are employed, shall be kept clean of all rubbish.

RULE 131.

Apprentices

Regular apprenticeship will be established in all branches of the trade. Apprentices shall be governed by the general rules covering apprentices.

Apprentices shall not work on oxyacetylene, thermit, electric or other autogenous welding processes until they are in their two last 130-day periods.

RULE 132.

Schedule of Work Regular Painter Apprentices

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

130 days—Freight car painting.
130 days—Color room, mixing paint.
130 days—General locomotive painting.

260 days—Painting passenger equipment.
390 days—Lettering, striping, finishing, and such laying out and designing as the shop affords.

RULE 133.

Schedule of Work Helper Apprentices

Helper apprentices—Division of time for painter apprentices:

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

87 days—Freight car painting.
87 days—Color room, mixing paint.
87 days—General locomotive painting.
217 days—Painting passenger equipment.
304 days—Lettering, striping, finishing, and such laying out and designing as the shop affords.

RULE 134.

Schedule of Work Regular Carmen Apprentices

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

390 days—General freight work, wood and steel.
130 days—Air brake work.
130 days—Mill machine work.
390 days—General coach work, wood and steel.

RULE 135.

Schedule of Work Carmen Helper Apprentices

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

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

260 days—General freight work, wood and steel.
130 days—Air brake work.
130 days—Mill machine work.
260 days—General coach work, wood and steel.

RULE 136.

Differentials

Autogenous welders shall receive six cents (6c) per hour above the minimum rate paid carmen of their class.

RULE 137.

Coach Cleaners

Coach cleaners may be assigned to any other unskilled work during their on-duty periods. They will receive overtime as provided in this Agreement.

Coach cleaners at points other than Houston, Galveston, San Antonio, Beaumont, Lafayette, Hearne, Waco, Fort Worth, Ennis and Yoakum may be worked eight (8) hours within a spread of ten (10) consecutive hours.

RULE 138.

HELPERS

Classification

The classification for helpers will be as follows:

Helpers—Class A.

Class A shall consist of helpers who are regularly assigned to perform helpers' work and to assist mechanics in the performance of their work and who have been in the service for more than two years.

Helpers—Class B.

Class B shall consist of all helpers who have been in the service for one year but less than two years.

Helpers—Class C.

Class C shall consist of all helpers who have been in the service for less than one year.

RULE 139.

RATES OF PAY

CLASSIFICATION	RATE PER HOUR
Boilermakers	$ 3.0108
Blacksmiths	3.0108
Passenger Carmen	3.0108
Freight Carmen	2.9668
Regular Applentices	
1st period of 130 days	2.4348
2nd period of 130 days	2.4348
3rd period of 130 days	2.4468
4th period of 130 days	2.4948
5th period of 130 days	2.5308
6th period of 130 days	2.5668
7th period of 130 days	2.6508
8th period of 130 days	2.7348
Machinists	3.04¾
Sheet Metal Workers	3.04¾
Electricians	3.04¾
Regular Apprentices	
1st period of 130 days	2.3448
2nd period of 130 days	2.3448
3rd period of 130 days	2.3568
4th period of 130 days	2.4048
5th period of 130 days	2.4408
6th period of 130 days	2.4768
7th period of 130 days	2.5608
8th period of 130 days	2.6448
Electric Crane Operators (40 Tons or over)	3.04¾
Electric Crane Operators (Less than 40 tons)	2.82¾
Helpers (Class A)	2.6748
Helpers (Class B)	2.6508
Helpers (Class C)	2.6268
Coach Cleaners	2.4348

MONTHLY RATES OF PAY UNDER RULE 12

Leadmen (Machinist, Sheet Metal Worker, Electrician)	$ 647.53
Machinist, Sheet Metal Worker, Electrician	634.23
Leadmen (Boilermaker, Blacksmith)	639.66
Boilermaker, Blacksmith, Passenger Carman	627.32
Freight Carmen	618.52
Helper (Class A)	558.21
Helper (Class B)	553.27
Helper (Class C)	548.34

Signed at Houston, Texas, this 13th day of January, 1967.

FOR THE EMPLOYEES:

E. C. WOLFF
President, System Federation No. 162

J. B. CARPENTER
Secretary-Treasurer, System Federation No. 162

J. B. CARPENTER
General Chairman, IBofBISBBF&H
(Boilermakers)

J. B. CARPENTER
General Chairman, IBofBISBBF&H
(Blacksmiths)

W. E. AUSTIN
General Chairman, IAofM

E. J. HAYES
General Chairman, SMWIA

E. A. WINTER
General Chairman, IBEW

E. C. WOLFF
General Chairman, BRCofA

FOR THE CARRIER:

J. D. DAVIS
Manager of Personnel

L. H. SULTAN
Assistant Superintendent,
Mechanical Department

RULE 140.

REVISION OF AGREEMENT

Except as provided in this agreement, existing rules of the Shop Crafts Agreement that became effective March 1, 1943 and September 1, 1949, remain in effect. This agreement as rewritten becomes effective April 15, 1967, and shall continue in effect thereafter until changed in accordance with the provisions of the Railway Labor Act.

ADDENDUM 1

VACATION AGREEMENT

Section 1. In so far as applicable to the employees covered by this Agreement, Article 1 of the Vacation Agreement of August 21, 1954, and the Agreement of August 19, 1960, is hereby further amended to read as of November 21, 1964 and February 4, 1965:

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

(b) Effective with the calendar year 1965, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has 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 employee covered by this Agreement who renders compensated ser-

vice 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 employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty (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 employees, 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 employee renders no service because of his own sickness or because of his own injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than (3) years of service; a maximum of

twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) or more years of service with the employing carrier.

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

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

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

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

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be construed to also include the

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

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

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

(c) Paragraphs (a) and (b) hereof shall be construed to grant to weekly and monthly rated em-

ployees whose rates contemplate more than five (5) days of service each week, one and one-half or two work weeks of vacation.

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

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

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

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

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

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

If a carrier finds that it cannot release an employee for a vacation during the calendar year

because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

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

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

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

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

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

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

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

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

(e) An employee not covered by paragraphs (a),

(b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

Section 8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

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

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

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates.

However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

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

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

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

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

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights

will date from the day of original entry into service unless otherwise provided in existing agreements.

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

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

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

Section 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 organiza-

tion party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

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

(From Agreement of August 21, 1954)

When, during an employee'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 employee's regularly assigned work week, such day shall be considered as a work day of the period for which the employee is entitled to vacation.

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

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

ADDENDUM 2

VACATION AGREEMENT
OF NOVEMBER 25, 1966

MEMORANDUM OF AGREEMENT

Between

SOUTHERN PACIFIC COMPANY—
TEXAS AND LOUISIANA LINES

and

SYSTEM FEDERATION 162 R.E.D. AFL-CIO
composed of:

International Association of Machinists

International Brotherhood of Boilermakers,
Iron ship builders and helpers of America

Sheet Metal Workers' International Association

International Brotherhood of Electrical Workers

Brotherhood Railway Carmen of America

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

System Federation 162 has requested that employees represented by it be given the privilege of splitting vacations in excess of five consecutive work days into two periods.

IT IS AGREED:

Effective January 1, 1967, employees represented by System Federation 162 subject to the terms of the National Vacation Agreement of December 17, 1941, as amended, who qualify for 10, 15 and 20 consecutive work days' vacation under the provisions of said National Agreement will, upon written request, be permitted to split the vacation, subject to the terms and conditions of this Special Agreement.

A vacation period of an employee who qualifies

for 10, 15 and 20 work days' vacation may be split into two periods as follows:

1. Ten consecutive work days split into 5 work days each.

2. Fifteen consecutive work days split into two periods, 5 consecutive days for the first period and 10 consecutive days for the second period.

3. Fifteen consecutive work days into two periods, 10 consecutive work days for the first period and 5 consecutive work days for the second period.

4. Twenty consecutive work days split into two periods, 10 consecutive work days for the first period and 10 consecutive work days for the second period.

5. Twenty consecutive work days, split into two periods of 5 consecutive work days and 15 consecutive work days.

6. Twenty consecutive work days split into two periods, 15 consecutive work days and 5 consecutive work days.

Employees who desire to take their vacation in two periods, as indicated above, must so notify the Superintendent or his designated representative, in writing, not later than December 15, 1966 for vacation year 1967, and thereafter, for subsequent years, the notification must be in by November 15 of the preceding year. After vacation periods have once been assigned, no change will be made except as mutually agreed upon by representatives of the Carrier and the Employees.

Section 4 (a) of the December 17, 1941 vacation agreement provides, in part:

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

The principles set forth above will be adhered to in assigning vacations to the employees involved herein. An employee requesting a split vacation will

designate the periods desired in order of preference. After all employees of the particular classes have been assigned one vacation period, with the above-quoted principle, those employees splitting their vacations will be assigned the second vacation period in accordance with the same principle.

Signed at Houston, Texas, this 25th day of November, 1966.

FOR SYSTEM FEDERATION 162:

J. B. Carpenter
Secretary-Treasurer, System
Federation 162

E. C. Wolff
President, System Federation 162

FOR THE CARRIER:

J. D. Davis
Manager of Personnel

ADDENDUM 3

AGREEMENT

This Agreement made this 21st day of January, 1953, by and between the Southern Pacific Lines in Texas and Louisiana (Texas and New Orleans Railroad Company), and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employes' National Conference Committee, Seventeen Co-operating 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 the carrier now or hereafter subject to the rules and working conditions agreements between the parties hereto, except as hereinafter provided, shall, as a condition of their continued employment

subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such 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) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such 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. (Note.—phrase "Registered or Certified Mail," in lieu of "Registered Mail" formerly appearing, effective by amendment October 15, 1955.)

(a) Each employe covered by the provision of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until it is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered 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 railroad and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the carrier will, within ten calendar days of such receipt, so notify the 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 the carrier and the organization will not apply to cases arising under this agreement.

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

(g) In computing the time periods specified in

this agreement, the date on which a notice is received or decision rendered shall not be counted.

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

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

If the final determination under Section 5 of this agreement is that an employe'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 carrier predicated upon any action taken by the carrier in applying or complying with this agreement or upon an alleged violation, misapplication or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an 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 relationship 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 March 1, 1953, and is in full and final settlement of notices served upon the carrier by the organizations, signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of those employes represented by each organization. This agreement shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

ADDENDUM 4

MEDIATION AGREEMENT

Case No. A-7030

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

Witnesseth:

IT IS AGREED:

ARTICLE I

Employee Protection

Section 1. The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

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

None of the provisions of this Article shall apply

to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2. The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual carrier:

a. Transfer of work;

b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;

c. Contracting out of work;

d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;

e. Voluntary or involuntary discontinuance of contracts;

f. Technological changes; and,

g. Trade-in or repurchase of equipment or unit exchange.

Section 3. An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reductions in forces due to seasonal requirements, the layoff of temporary employees or a decline in a carrier's business, or for any other rea-

son not covered by Section 2 hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the carrier.

Section 4. The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a chanage of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5. Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6 (a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6 (a). No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such co-

ordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreements, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position which he elects to decline.

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

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

service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6. Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7 (a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

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

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

In the case of an employee with less than one year

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

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

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

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or

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

"(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement on pension or on account of age

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

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

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

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

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

shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

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

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).

2. Resignation.

3. Death.

4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.

5. Dismissal for justifiable cause."

Section 7. Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

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

tion allowance determined in accordance with the following schedule:

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

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

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

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

Section 8. Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9. Any employee who is retained in the service of the carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section

10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

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

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

Section 10. Any employee who is retained in the service of the carrier, or who is later restored to

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

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

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

2. If the employee is under a contract to purchase his home, the employing carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.

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

(b) Changes in place of residence subsequent to the initial change caused by coordination and which

grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

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

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

Section 11. When positions are abolished as a result of changes in the carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the carrier establishing provisions appropriate

for application in the particular case; provided however, that under the terms of the agreement sufficient emloyees will be required to accept employment within their classification so as to insure a force adequate to meet the carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as hereinafter provided.

Section 12. Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

ARTICLE II

Subcontracting

The work set forth in the classification of work rules of the crafts parties to this agreement will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II.

Section 1—Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; or (2) skilled manpower is not available on the property from active or furloughed employes; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed. Unit exchange as used herein means the trading in of old or worn

equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts.

Section 2—Advance Notice—Submission of Data—Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employes, it shall give the general chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

Section 3—Request for Information When No Advance Notice Given

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

Section 4—Machinery for Resolving Disputes

Any dispute over the application of this rule shall be handled as hereinafter provided.

ARTICLE III

Assignment of Work—Use of Supervisors

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

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

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

ARTICLE IV

Outlying Points

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

Existing rules or practices on individual proper-

ties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

ARTICLE V

Coupling, Inspection and Testing

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

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

ARTICLE VI

Resolution of Disputes

Section 1—Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

Section 2—Consist of Board

The Board shall consist of 4 members, 2 appointed by the organizations party to this agreement, and 2 appointed by the carriers party to this

agreement. For each dispute the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

Section 3—Appointment of Board Members

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

Section 4—Location of Board Office

The Board shall have offices in the City of Chicago, Illinois.

Section 5—Referees—Employee Protection and Subcontracting

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6—Term of Office of Referees

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the

agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7—Filling Vacancies—Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8—Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9—Submission of Dispute

Any dispute arising under Article I, Employee Protection, and Article II, Subcontracting, of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

Section 10—Time Limits for Submission

Within 15 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the

Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

Section 11—Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

(a) The question or questions in issue;

(b) Statement of facts;

(c) Position of employee or employees and relief requested;

(d) Position of company and relief requested.

Section 12—Failure of Agreement—Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13—Procedure at Board Meetings

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions

shall be made within thirty days from the date of such meeting.

Section 14—Remedy

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

Section 15—Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute.

Section 16—Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17—Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

Section 18—Payment of Compensation

The parties hereto will assume the compensation, travel expense and other expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 19—Disputes Referred to Adjustment Board

Disputes arising under Article III, Assignment of Work-Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

ARTICLE VII

Effect of this Agreement

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

ARTICLE VIII

Effective Date

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

ARTICLE IX

Court Approval

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

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

ADDENDUM 5

HEALTH & WELFARE AGREEMENTS MEMORANDUM

The Health and Welfare proposal of the organizations parties hereto served upon the carriers on or

about May 22, 1953, upon which recommendations were made by Emergency Board No. 106 in its report dated May 15, 1954, will be disposed of in conformity with the following principles:

1 (a) The committees will meet with representatives of the insurance companies for the purpose of agreeing upon all of the details essential to the making of a complete agreement and master contract. This includes an understanding with the insurance companies which will bind them to provide uniform benefits at uniform cost on all of the carriers parties to this agreement.

(b) The committees will jointly designate the insurance companies parties to the understanding reached under sub-section (a).

(c) The individual carriers will select one or more insurance companies from those referred to in sub-sections (a) and (b) hereof for the purpose of making effective the contract referred to in sub-section (a).

2. There will be uniform benefits and uniform contributions.

3. All employees subject to this agreement after having been employed a sufficient length of time to become eligible to participate in the Health and Welfare benefits, herein referred to, will be required by payroll deduction to contribute the amount stipulated in Paragraph 4 hereof.

4. Each participating employee will contribute $3.40 a month and the carrier will match this contribution.

5. Contributions collected from the employees and paid by the carrier will be remitted, to the insurance company or companies selected, in the manner provided in the master contract.

6. The committees representing the parties will work out all details as may be necessary to provide a complete agreement.

7. A committee representing the railroad companies and a committee representing the organizations parties hereto will meet with representatives of the insurance companies after the end of each actuarial

year for the purpose of making financial adjustments of dividend accruals so as to assure the continuation of uniform benefits and uniform contributions.

8. These principles do not apply on properties where hospital associations are in existence. On these properties the carrier will assume 50 percent of the hospital dues required to be paid by the employees who are represented by the organizations parties hereto not to exceed $3.40 per month per employee, subject to future review of prevailing conditions by representatives of the parties.

9. As a matter entirely disassociated from any agreement that might be reached, the committees agree to discuss the comment of the Emergency Board appearing at Pages 44 and 45 of its report which reads:

"The above recommendations are not meant to suggest that arrangements would be inappropriate whereby in conjunction with the benefits proposed employees might purchase at their own expense similar types of benefits for their dependents and the Board feels that such arrangements would be desirable and appropriate."

10. The committees referred to in Paragraph 6 shall be named by the parties immediately upon the execution of this memorandum.

The committees referred to in this memorandum will meet within ten days from the date of this agreement and proceed with the duties set forth herein.

NOTE: "Insurance companies" referred to hereinabove may include Blue Cross, Blue Shield.

SIGNED AT CHICAGO, ILLINOIS,
THIS 21st DAY OF AUGUST, 1954

AUGUST 19, 1960 AGREEMENT
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 employees 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 employees except that the Medical Expense Benefits provided under subsection (b) of Section 1 of Part C of Article VII thereof for employees not confined as admitted in-patients in a hospital shall not be included.

(b) Employees whose rights to employee benefits or dependent benefits or both based on payments by the carrier would under present agreements lapse by reason of the employee'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 employee 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 employee.

(c) Each employee who is a "Qualifying Employee" 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 employee is insured for employee or dependent benefits or both under The Traveler 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 employees are insured under The Travelers Insurance Company Group Policy Contract No. GA-23000 with respect to both employee benefits and dependent benefits will trans-

mit to The Travelers Insurance Company 81 cents per "Qualifying Employee" per month as premium for the insurance benefit payments resulting from on-duty injuries. 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 employees 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 employees 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 Employees' 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 of employees $20.31

For hospital, surgical and medical benefits for de-

pendents only and group life insurance for employees 12.73

For the continuation of insurance to furloughed employees as specified in subsection (b) of Section 1 of this Article, 70 cents per month per "Qualifying Employee" insured with respect to both employees 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 employees 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 employees 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 employees 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 employees 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 fur-

nishing benefits to their employees to make the foregoing Sections of this Article effective.

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

COURT APPROVAL

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

NOVEMBER 21, 1964, AND FEBRUARY 4, 1965 AGREEMENTS HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE

Section 1. In addition to the wage adjustments provided for in Article I of this Agreement, and the payments presently made under Article V of the Agreement of August 19, 1960, 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 Employee" 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 employees. 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 Em-

ployees", retiring on or after March 1, 1964, and for four years thereafter.

Section 2. 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.

ADDENDUM 6

AGREEMENT OF FEBRUARY 4, 1943

Due to shortage of skilled employees in the railroad industry, it is agreed that apprentices and helpers may be temporarily promoted to mechanics' positions on the following basis:

1. Regular apprentices who have served three years or more of their apprenticeship.

2. Helper apprentices who have served two years or more of their apprenticeship.

3. Regular apprentices who have two years or more of their apprenticeship, or helper apprentices who have served one year or more of their apprenticeship.

4. Qualified helpers with not less than two years experience as helpers.

A. It is understood that where apprentices are employed, promotions will be made in the order shown in the numbered paragraphs above. At other points, helpers may be promoted.

B. Apprentices who are promoted under the provisions of this agreement will continue to accumulate seniority as apprentices, and time worked as mechanics will count on their apprentice time. When the required number of days as apprentices have been completed, they will be included on the

seniority roster of mechanics in their respective crafts.

C. Helpers who are promoted under the provisions of this agreement will continue to accumulate seniority as helpers until they have completed four years time at mechanic's work, at which time they will be included on the seniority roster of mechanics in their respective crafts.

D. In selecting helpers for temporary promotion, ability and seniority will govern and all selections will be made by local officers in conjunction with the respective local committees.

E. Apprentices and helpers will be paid mechanic's rate of pay while temporarily promoted to mechanic's positions.

F. If mechanics become available, and on request of the local committee or General Chairman, the youngest helpers who have been temporarily promoted will be set back as helpers when the mechanic is ready to go to work. This will apply to apprentices who advanced under this Memorandum of Agreement where there are no helpers advanced.

G. Apprentices and helpers who have been temporarily promoted under this Memorandum of Agreement will maintain and accumulate seniority in their craft and on their regular roster. While promoted they will not gain seniority as mechanics except as provided in paragraphs B and C above. When the emergency is over, or their services are no longer needed as mechanics, they will be returned to their former status, unless they have gained full promotion under the provisions of this agreement.

This Memorandum of Agreement becomes effective March 1st, 1943 and remains in effect during the present National emergency, and may be cancelled by thirty (30) days written notice from either party to the other when the National emergency is over.

Signed at Houston, Texas,
this 4th day of February, 1943.

AGREEMENT OF FEBRUARY 5, 1947

A memorandum of agreement was entered into between the Southern Pacific Lines in Texas and Louisiana (Texas and New Orleans Railroad Company) and the Employees represented by System Federation No. 162, Railway Employes' Department, American Federation of Labor (Mechanical Section Thereof) on February 4, 1943, effective March 1, 1943, providing for the temporary promotion of apprentices and helpers to positions of mechanic due to shortage of skilled employees in the railroad industry. That situation still exists, and some of the helpers, temporarily promoted under said Memorandum of Agreement, soon will have completed four years time at mechanic's work when, under the terms of the Memorandum of Agreement, they will be due to have their names included on the seniority rosters of mechanics in their respective crafts. Due to the uncertainty of continued employment as mechanic, some of the temporarily promoted helpers do not want to take a mechanic's seniority date at the time they become eligible, as to do so would cause them to lose seniority as helpers. The services of such men are still needed as mechanics and it is not possible now to replace them with qualified men. Therefore,

IT IS AGREED:

A helper who has been temporarily promoted and who is in service as a mechanic may be retained in service as a mechanic after he has completed four years time at mechanic's work, as hereinafter provided: After a temporarily promoted helper has completed four years time at mechanic's work, he shall have an option as to whether he will take a date on the seniority roster of mechanics in his respective craft or shall retain his rights as a helper. If he chooses to retain his rights as a helper, he will not gain a seniority date as a mechanic, but he may continue to perform mechanic's work until qualified mechanics are available to perform the work, at which time the temporarily promoted helper will revert to his former status as a helper. A helper so affected will advise the Company in writing, with

copy to the local committee, within ten (10) days before he completes four years time at mechanic's work, as to whether or not he chooses to accept seniority as mechanic or to retain his seniority as helper.

When qualified mechanics are available and helpers who have been temporarly promoted to mechanics are to be set back as helpers as provided for in the paragraph next above and paragraph F of the original Memorandum of Agreement described in the first paragraph of this Memorandum of Agreement, the temporarily promoted helpers who have completed four years time at mechanic's work will be first affected and will be set back in the reverse order in which they were temporarily promoted as mechanics. In event of a reduction in force, helpers who have been temporarily promoted to mechanic will be set back to helpers in the order outlined in this paragraph.

This Memorandum of Agreement is effective at once and supplements and becomes a part of the Memorandum of Agreement effective March 1st, 1943, described in paragraph one, and will remain in effect during the life of that Memorandum of Agreement.

Signed at Houston, Texas,
this fifth day of February, 1947.

ADDENDUM 7

AGREEMENT OF MAY 16, 1956

It is agreed that Article III of "AGREEMENT" signed at New York, June 4, 1953, covering the upgrading of carmen apprentices and helpers, that became effective August 1, 1953, between the parties signatory hereto, is hereby revised as follows:

1. In the event of not being able to employ carmen with four (4) years' experience who are of good moral character and habits, regular and helper apprentices and helpers may be upgraded to carmen on the following basis:

A. Regular apprentices who have served three (3) years or more of their apprenticeship.

B. Helper apprentices who have served two (2) years or more of their apprenticeship.

C. Regular apprentices who have served two (2) years or more of their apprenticeship.

D. Helper apprentices who have served one (1) year or more of their apprenticeship.

E. Regular apprentices who have served one (1) year or more of their apprenticeship.

F. Qualified helpers with not less than two (2) years' experience as helpers.

G. Qualified helpers with not less than one (1) year experience as helpers.

H. In the event the above does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed as helpers and then upgraded.

2. It is understood and agreed if carmen, as described in Section 1 hereof become available, and on the request of the local committee or General Chairman, the youngest helpers and apprentices who have been upgraded under provisions of this agreement will be set back as helpers or apprentices in reverse order from which upgraded, when carman is ready to go to work.

3. It is understood that at points where apprentices are employed, upgrading will be made in the order shown in the lettered paragraphs above. At points where apprentices are not employed, helpers may be upgraded.

4. Apprentices who are upgraded under provisions of this agreement will have time worked as mechanics counted on their apprentice time. When the requided number of days as apprentices have been completed under the qualification rule, they will be included on the seniority roster of mechanics, if retained in service.

5. Helpers who are upgraded under the provisions of this agreement will continue to accumulate seniority as helpers while working as mechanics under this upgrading agreement. When they have completed 1040 days at mechanic's work and within thirty (30) days thereafter, they shall make a

choice whether to take seniority as a carman or retain seniority as a helper.

6. Apprentices and helpers who are upgraded to carmen under the terms of this agreement will be paid mechanic's rate of pay while working as mechanic.

7. In selecting helpers for upgrading to mechanic's positions, ability being sufficient, seniority will govern and all selections will be made by local officials in conjunction with the local committee.

8. In the event of force reduction, demotion shall be in the reverse order to that of upgrading, and apprentices and helpers cut off in accordance with their seniority as apprentices or helpers.

This agreement shall become effective May 26, 1956, and shall remain in effect subject to the provisions of the Railway Labor Act, as amended.

Signed at Houston, Texas,
this 16th day of May, 1956.

ADDENDUM 8
PROGRESSION OF TIME
CLAIMS & GRIEVANCES

January 19, 1967

Mr. E. C. Wolff, President (3)
Railway Employees' Department AFofL-CIO
2206 Common Street
Houston, Texas 77009

Mr. J. B. Carpenter, Secy.-Treas. (9)
Railway Employees' Department AFofL-CIO
P. O. Box 548
Marshall, Texas 75670

Gentlemen:

Claims and grievances of all crafts will be formally presented and appealed to supervisory personnel in the following order of succession in the department indicated:

1. Houston General Shops
   (a) Presented to Foreman
   (b) Appealed to Shop Superintendent
   (c) Appealed to Manager of Personnel

2. Houston Diesel Service Shop
   (a) Presented to Foreman
   (b) Appealed to Houston Division Master Mechanic
   (c) Appealed to Houston Division Superintendent
   (d) Appealed to Manager of Personnel
3. Houston Terminal One-Spot Repair Shop
   (a) Presented to Houston Division Master Car Repairer
   (b) Appealed to Houston Division Superintendent
   (c) Appealed to Manager of Personnel
4. Houston General Stores
   (a) Presented to Rail Yard Foreman
   (b) Appealed to Assistant General Storekeeper
   (c) Appealed to Manager of Personnel
5. Division Employees
   (a) Presented to Foreman
   (b) Appealed to Master Mechanic
   (c) Appealed to Division Superintendent
   (d) Appealed to Manager of Personnel
6. Maintenance of Way Employees
   (a) Presented to Division Engineer
   (b) Appealed to Division Superintendent
   (c) Appealed to Manager of Personnel
7. System Maintenance of Way Repair Shop
   (a) Presented to Supervisor System MofW Shop
   (b) Appealed to General Superintendent Maintenance of Way Equipment and Scales
   (c) Appealed to Manager of Personnel

Yours very truly,
J. D. Davis

SYSTEM FEDERATION NO. 162
SPECIAL AGREEMENTS
No. 1
AGREEMENT OF DECEMBER 17, 1957

It is understood and agreed that the "Supple-

mental Agreement" of February 4, 1943, effective March 1, 1943, between the parties signatory hereto, covering mechanics other than sheet metal workers removing and replacing jackets, and connecting and disconnecting pipes where no repairs are necessary to the jackets or pipes; and Maintenance of Way Department forces performing construction, maintenance and repair of service lines and appurtenances to shop buildings and shop yards, etc., is hereby revised as follows:

1. On running repairs at all points other than Houston General Shops and Diesel ramp, mechanics other than sheet metal workers may connect or disconnect pipes where no repairs are necessary to the pipes in question.

2. Where the Maintenance of Way Department furnishes the forces for the construction, maintenance and repair of service lines and appurtenances to shop buildings and shop yards (steam, air, water, or gas lines, etc.) the Maintenance of Way forces may be used to do such work as at present.

This agreement shall become effective January 1, 1958, and will remain in effect subject to the provisions of the Railway Labor Act, as amended.

Signed at Houston, Texas, this 17th day of December, 1957.

(SIGNATURES OMITTED)

No. 2

AGREEMENT OF JUNE 19, 1962

At our conference today, we discussed the provisions of Paragraph F of the Agreement of February 4, 1943, concerning the demotion of Helpers and Apprentices temporarily promoted, when Mechanics become available. It is agreed that Paragraph F of that Agreement will be revised to read as follows:

F. If mechanics become available, and on request of the local committee or General Chairman, the youngest helpers who have been temporarily promoted will be set back as helpers when the mechanic is ready to go to work. This will apply to appren-

tices who advanced under this Memorandum of Agreement where there are no helpers advanced.

Signed at Houston, Texas, this 19th day of June, 1962.

(SIGNATURES OMITTED)

No. 3

AGREEMENT OF AUGUST 22, 1963

Claim of General Chairman E. C. Wolff, BRCofA, on behalf of Carmen N. H. Smith, Jr., Ruben Huff, Jr., C. A. Miller, E. J. Kocian, P. L. Mears, P. T. Ramirez, P. L. Glass, E. F. Trevino, and G. S. Day for thirty minutes between the hours 3:00 PM and 3:30 PM; and one hour at the time and one-half basis between the time 11:00 PM and 12:00 Midnight, December 17, 18, 19, 20, and 21, 1962, on the alleged basis that their starting time was erroneously changed:

Mr. E. C. Wolff, President
System Federation No. 162
2206 Common Street
Houston 9, Texas

Mr. J. B. Carpenter, Secy.-Treas.
System Federation No. 162
P. O. Box 548
Marshall, Texas 75670

Gentlemen:

At our conference today, we discussed the above-captioned case, listed as No. 37 in BRCofA Docket of July 25, 1963:

It was agreed that this case would be disposed of on the basis that when the Local Committee and Local Supervision reach agreement concerning the changing of starting times, it must be done in writing and jointly subscribed by each party.

No. 4

AGREEMENT OF JULY 29, 1964

In view of the Supreme Court decision, October Term, 1963, Donald I. Tilton, et al, vs. Missouri Pacific Railroad Company, interpreting Section 9 of

the Universal Military Training and Service Act to require, in effect, retroactive seniority to a returning Veteran Apprentice to the service of the Company after completion of the required periods of service in the class and craft just as if such employee had remained in the service of the Company.

IT IS AGREED that the agreement between these parties dated February 17, 1959 cancelling entirely the Agreement of February 2, 1945 giving Apprentices returning from Military Service retroactive seniority dates after they had completed their periods of training as a Mechanic and crediting them with time spent in Armed Services is hereby cancelled and the terms of the Agreement dated February 2, 1945 is reestablished and will become a part of the current Agreement between these parties.

Signed at Houston, Texas, this 29th day of July, 1964.

(SIGNATURES OMITTED)

No. 5

AGREEMENT OF FEBRUARY 3, 1965

Mr. J. B. Carpenter
Secretary-Treasurer
System Federation No. 162, AFofL-CIO
P. O. Box 548
Marshall, Texas 75670

Dear Sir:

Your letter of February 1, 1965, requesting changing the holiday for employees in the Mechanical Department with home station at San Antonio from "Battle of Flowers Day" back to "Washington's Birthday", and this letter will constitute an agreement wherein it is agreed that "Battle of Flowers Day" will no longer be observed as a holiday for employees in the Mechanical Department with home station at San Antonio, but in lieu thereof, "Washington's Birthday" (February 22) will be observed as a holiday for such employees.

It is understood that you will not request another change in the future regarding this holiday.

The Agreement of February 5, 1959, providing for "Battle of Flowers Day" as a holiday in lieu of "San Jacinto Day" and "Washington's Birthday", is hereby cancelled.

No. 6

MEMORANDUM OF AGREEMENT

Between

SOUTHERN PACIFIC COMPANY—TEXAS AND LOUISIANA LINES
ST. LOUIS SOUTHWESTERN RAILWAY COMPANY

and

SYSTEM FEDERATION NO. 162
SYSTEM FEDERATION NO. 45
RAILWAY EMPLOYES' DEPARTMENT
AFofL-CIO

Relating to Carriers' proposal under Section 4 of Agreement of May, 1936, Washington, D. C., that St. Louis Southwestern Railway Company Mechanical (Locomotive) and Car Department forces perform work from Shreveport, Louisiana, to Joaquin, Texas, such work now being done by Mechanical (Locomotive) and Car Department forces of the Southern Pacific Company—Texas and Louisiana Lines.

IT IS AGREED THAT:

Section 1. Effective April 20, 1966, on-line Mechanical (Locomotive) and Car Department repair work from Shreveport, Louisiana, to and including Joaquin, Texas, will be performed by Mechanical Department forces of the St. Louis Southwestern Railway Company, and on-line Mechanical and Car Department repair work from Joaquin, Texas to Lufkin, Texas, will be performed by Mechanical and Car Department forces from Southern Pacific

Company—Texas and Louisiana Lines. The work referred to herein does not include work performed by Equipment Installers, Telephone and Telegraph Linemen and Groundmen, nor work performed by Sheet Metal Workers in the Water Service Department, MofW Department, and Division Electrician and Electrician Helpers in the Maintenance of Way Department.

Section 2. The co-ordination provided for herein, which will become effective April 20, 1966, is pursuant to the provisions of the Agreement of May, 1936, Washington, D. C., and any employee adversely affected by such co-ordination shall be subject to the protection provided therein.

Section 3. Should the St. Louis Southwestern Railway Company establish a repair point at Joaquin, Texas, it is further agreed that appropriate written notice will be given to the Organizations parties hereto and conference arranged for further consideration of this co-ordination.

Section 4. This Agreement shall become effective April 20, 1966, and shall continue in effect until changed or modified in accordance with the Railway Labor Act, as amended.

Signed at Houston, Texas, this 19th day of April, 1966.

FOR THE SOUTHERN PACIFIC COMPANY
TEXAS AND LOUISIANA LINES:

J. D. Davis
J. D. Davis, Manager of Personnel

FOR THE ST. LOUIS SOUTHWESTERN
RAILWAY COMPANY:

M. L. Erwin
M. L. Erwin, Manager Personnel

FOR SYSTEM FEDERATION NO. 162

E. C. Wolff
E. C. Wolff, President

J. B. Carpenter
J. B. Carpenter, Secy.-Treas.

FOR SYSTEM FEDERATION NO. 45

J. A. Nesbett
J. A. Nesbett, President

Lewis F. Wood
Lewis F. Wood, Secy.-Treas.

No. 7

AUGUST 31, 1966

Mr. E. C. Wolff, President
System Federation No. 162
2206 Common Street
Houston, Texas 77009

Mr. J. B. Carpenter, Secy.-Treas.
System Federation No. 162
P. O. Box 548
Marshall, Texas 75670

Gentlemen:

This will confirm understanding reached between the Executive Board-System Federation No. 162 and the Carrier, to the effect, that should a man who is first out on the overtime board be subject to call on one of his rest days which is also his birthday, such individual will be passed over and the next man on the overtime board called. The man who was subject to call on the day which was both a rest day and birthday would thereafter remain first out on the overtime board.

Yours truly,
J. D. Davis

No. 8

AUGUST 31, 1966

Mr. E. C. Wolff, President
System Federation No. 162
2206 Common Street
Houston, Texas 77009

Mr. J. B. Carpenter, Secy.-Treas.
System Federation No. 162
P. O. Box 548
Marshall, Texas 75670

Gentlemen:

At our conference today with the Executive Board-System Federation No. 162, we discussed the settlement made between the International Association of Machinists and the Brotherhood of Railway Carmen of America covering the inspection, repairing and maintenance of impact recorders.

After further investigation, we have decided to accept the decision settling the jurisdictional dispute between these two crafts, which accompanied your letter of May 16, 1966.

Yours truly,
J. D. Davis

CARMEN'S SPECIAL AGREEMENTS

No. 9

AGREEMENT OF DECEMBER 27, 1944

Request of General Chairman, Wolff, BRCofA, that carman helper instead of Laborer R. H. Martin be assigned to the handling of material to and from cut-off saw, Englewood Shops:

Mr. E. C. Wolff
General Chairman, BRCofA
3806 Billingsley Street
Houston 9, Texas

Dear Sir:

At our conference today it was agreed that this case would be withdrawn with the understanding that laborers will not be used to help mechanics or to operate cut-off saws, and will only be used in the handling of materials, delivering it to the vicinity of the saw and removing it after the sawing has been completed. The laborer will not hand the material to the sawyer or take it from the sawyers hands after it has been sawed.

No. 10

AGREEMENT OF DECEMBER 27, 1944

Claim of General Chairman E. C. Wolff, BRCofA, that Rule 29 of agreement effective March 1, 1943 is being violated by assignment of Carman Helper J. T. Schaefer operating power cut-off saw, Englewood Shops:

Request of General Chairman E. C. Wolff, BRCofA, that carman (mechanic) instead of Helper S. V. A. Verdrenne be assigned to operation of cut-off saw, Algiers Shop:

Mr. E. C. Wolff
General Chairman, BRCofA
3406 Billingsley Street
Houston 9, Texas

Dear Sir:

At our conference today these cases were discussed, at which time it was agreed that effective January 1, 1945 carmen helpers will not be used to operate cut-off saws except in the work of sawing material going into stock, (not on order for immediate use) sawing scrap, or sawing second hand material for salvage.

It is further understood that all claims and contentions in connection with the operation of cut-off saws are withdrawn.

No. 11

AGREEMENT OF AUGUST 22, 1945

Mr. E. C. Wolff
General Chairman, BRCofA
3806 Billingsley
Houston 9, Texas

Dear Sir:

In conference today, we discussed the various claims of freight carmen for passenger carmen's rate of pay on account of working on passenger cars or locomotives, and in order to dispose of this question, it is agreed that at points where no passenger

carmen are employed, freight carmen required to perform repair work on passenger cars and locomotives (except tender truckmen's work) will be allowed passenger carmen's rate of pay for the time doing such work, with minimum one hour, except passenger carmen's rate of pay as provided will not apply for work of removing and replacing brake shoes, cotter keys or split keys, air hose, signal hose, steam hose or conduits, replacing or tightening nuts on passenger cars that are in through trains and are not set out for repairs.

It is understood and agreed that payments above the minimum of one hour provided above will be on the actual minute basis.

Your signature in the lower left-hand corner of this letter certifies acceptance of this agreement.

No. 12

AGREEMENT OF NOVEMBER 23, 1948

Application of Award No. 1273, Second Division, National Railroad Adjustment Board:

Mr. E. C. Wolff
General Chairman, BRCofA
535 Columbia
Houston 7, Texas

Dear Sir:

In conference today, we discussed your contention with respect to the proper application of Award 1273, Second Division, National Railroad Adjustment Board.

To definitely dispose of the question and the issue, we agreed that a carman helper, helping a carman repair trucks or change wheels, will not be required to remove or apply cotter keys, key bolts, brake shoe keys, brake shoes, brake hangers, brake beam supports, box bolts and box bolt nuts. A carman helper may help a carman perform all other work in connection with the repair of trucks or the application of new wheels.

This agreement disposes of all claims and con-

tentions heretofore made with respect to carman helpers helping carmen repair trucks or change wheels.

The foregoing constitutes an agreement and becomes part of the agreement between the T&NO Railroad Company and the Carmen's Craft.

No. 13

AGREEMENT OF JUNE 12, 1957

It is agreed that the names of Houston Terminals employees who are carried on seniority rosters of the following classes of the Carmen's Craft as of June 1, 1957; namely:

Carmen
Upholsterers
Painters
Carmen Helpers
Painter Helpers

will be added to the Houston General Shops seniority rosters of the same classes of employees of the Carmen's Craft with seniority dates of June 15, 1957, in the same order as they are now carried on seniority rosters of the Houston Terminals; and that the names of Houston General Shops employees who are carried on seniority rosters of the following classes of the Carmen's Craft as of June 1, 1957; namely:

Carmen
Upholsterers
Painters
Carmen Helpers
Painter Helpers

will be added to the Houston Terminals seniority rosters of the same classes of employees of the Carmen's Craft with seniority dates of June 15, 1957, in the same order as they are now carried on seniority rosters of the Houston General Shops.

For the purposes of this agreement, "home seniority district" shall mean the district in which origi-

nally hired, either the Houston Terminals or the Houston General Shops, and "alternate seniority district" shall mean the seniority district other than the home seniority district.

It is understood that:

1. Corrected Seniority rosters of the Houston Terminals and Houston General Shops attached hereto and made a part hereof show the seniority date of employees in both seniority districts.

2. Employees of the Houston Terminals and the Houston General Shops will have prior rights to work in their respective home seniority districts, and must exhaust their seniority rights in their home seniority district before they can exercise their seniority to work in the alternate seniority district.

3. Employees hired subsequent to June 15, 1957, will establish their home seniority district in the Houston Terminals or in the Houston General Shops, depending on the district in which they are originally hired. Such employees will be carried on seniority rosters of both the Houston Terminals and the Houston General Shops, with seniority as of the date hired; however, they may not exercise their seniority rights to work in the alternate seniority district without first exhausting their seniority rights in their home seniority district.

4. Carmen of the Houston General Shops seniority district must qualify to work as Car Inspector in the Houston Terminals seniority district by passing an appropriate examination and place themselves within thirty (30) days from the date they are cut off in reduction of force. Carmen of the Houston General Shops who fail to qualify for Car Inspectors' positions in the Houston Terminals or who elect not to take such positions will retain their seniority in their home seniority district; however, their names will be dropped to the bottom of the Houston Terminals seniority district roster, and their seniority will be shown as of that date.

5. In the event employees of either the Houston

Terminals or the Houston General Shops seniority districts who are holding positions in the alternate seniority district are recalled to their home seniority district and elect not to return, their names will be dropped to the bottom of their home seniority district roster and their seniority will be shown as of that date.

6. Employees of either the Houston Terminals or the Houston General Shops seniority districts who are cut off in reduction of force and who do not elect to take positions in the alternate seniority district will be considered on leave of absence until recalled to service in their home seniority district; however, their names will be dropped to the bottom of the alternate seniority district roster and their seniority will be shown as of that date.

It is understood and agreed that the employees of either the Houston Terminals or the Houston General Shops may perform all of the work of their class and craft in the seniority district in which employed as the exigencies of the service might require.

Signed at Houston, Texas, this 12th day of June, 1957.

No. 14

AGREEMENT OF APRIL 14, 1958

At our conference today, we discussed service requirements at Hardy Street Yard and it was agreed, effective as of May 1, 1958, Houston Terminal Carmen (Car Inspectors) will perform inspection of cars and other carmen duties at Hardy Street.

It was further agreed that during the regular tour of duty of Hardy Street Car Shop forces, Carmen will inspect and perform light repairs to cabooses. When Hardy Street Car Shop forces are not on regular tour of duty, Houston Terminals Carmen (Inspectors) will make light repairs to and inspect cabooses at that location.

Signed at Houston, Texas, this 14th day of April 1958.

No. 15

AGREEMENT OF JANUARY 15, 1958

Claim of Carmen G. E. Tingstrom and S. J. Sasser for the difference between passenger carman's hourly rate and freight carman's hourly rate for days worked retroactive to May 13, 1957:

Mr. E. C. Wolff
General Chairman, BRCofA
Houston, Texas

Dear Sir:

At our conference today we discussed the above captioned case and it was agreed that when freight carmen are required to operate wood working machines, file saws at Avondale, they will be paid the passenger carman rate of pay for four (4) hours or less in any one day with a minimum of one (1) hour. If such work is performed more than four (4) hours in any one day, passenger carman's rate of pay will apply for that day, such payment to be made in lieu of freight carman rate of pay.

In view of the above understanding, it was further agreed that the subject case would be withdrawn.

No. 16

AGREEMENT OF JUNE 5, 1959

Claim of General Chairman E. C. Wolff, BRCofA, that Carman K. O. Hay is entitled to one hour and fifteen minutes in addition to what he was allowed for December 8, 1958, on alleged basis that he performed wrecking service instead of emergency road work on that date:

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston, Texas

Dear Sir:

At our conference today we discussed Case No. 12 listed in your docket of May 22, 1959.

In final disposition of this dispute it is agreed that Carman K. O. Hay will be allowed one hour and fifteen minutes at the pro rata rate of pay in effect December 8, 1958, because he should be considered as a wrecking service employee and compensated for travel time at the rate of time and one-half, in accordance with the last paragraph of Rule 7.

It was further understood and agreed that when it is not necessary to use the relief outfit and wrecking crew in rerailing work outside yard limits and when carmen are used for such service, they will be considered wrecking service employees and paid under the last paragraph of Rule 7 of the September 1, 1949 Agreement.

No. 17

AGREEMENT OF JUNE 9, 1960

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston 9, Texas

Dear Sir:

At our conference today, we discussed the number of carmen being used as regularly assigned wrecking crew members at Houston, and your request that the Company use Houston Shop forces to comprise the regularly assigned wrecking crew members.

It was agreed, in the application of the first paragraph of Rule 120, Agreement of September 1, 1949, at Houston, the following will govern:

Where sufficient carmen are available, regularly assigned wrecking crew members will be designated by the Company from Houston Shop forces and will comprise of not less than five regular members; also, assigned emergency forces listed will be taken from Houston Shop forces; this understanding applies only when the rail relief outfit at Houston is used. It is understood that this Agreement applies at Houston only and will not be referred to in discussion of wrecking service problems at other points.

This Agreement may be cancelled within ten days written notice from either party.

No. 18

AGREEMENT OF NOVEMBER 18, 1960

Travel allowance for Car Inspector assigned three days at Alice and two days at Taft, Texas:

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston 9, Texas

Dear Sir:

Reference our discussion in conference over the Carrier establishing a carman's position which would work three days at Alice, Texas, and two days at Taft, Texas, each week.

It was understood and agreed that the employee assigned to this position would be allowed $20.00 per month to compensate him as a travel allowance between these two points.

No. 19

AGREEMENT OF JANUARY 3, 1961

The purpose of this agreement is to consolidate the seniority rosters of Carmen and Carmen-Helpers at Victoria, Alice, Taft, Yoakum, Glidden and Eagle Lake, Texas. Victoria employees to be identified by a (VIC), Alice by (AL), Taft by (Taft), Yoakum by (YO), Glidden by (GL) and Eagle Lake by (E.L.), heretofore listed on separate seniority rosters at Victoria, Alice, Yoakum, Glidden, and Eagle Lake, Texas.

One consolidated seniority roster of Carmen and Carmen-Helpers will be made by dovetailing the names of Carmen and Carmen-Helpers now carried on separate seniority rosters in accordance with the attached Seniority Roster which is made a part hereof by reference, with prior rights to regular assignments in the seniority subdivisions at Victoria,

Alice, Taft, Yoakum, Glidden and Eagle Lake, Texas.

The employees referred to herein will bring their earliest seniority dates with them from the separate rosters currently in effect as of the effective date thereof. Said seniority dates will not be subject to protest, except errors made in listing or dovetailing said dates on the consolidated roster. Such errors will be corrected immediately upon discovery.

The employees whose names are listed on the consolidated seniority roster as provided in paragraph one of this agreement will have prior rights to regular assignments in the seniority point as designated on the consolidated seniority roster. Men hired as well as those permanently promoted to Carmen subsequent to the date thereof will have their names listed on the consolidated seniority roster as of the date employed or promoted but will not acquire prior seniority rights in any seniority point referred to herein.

The consolidation as provided herein shall include all employees in service in the seniority points involved and all employees who may not actually be in service in any of the seniority points but who hold seniority thereon under the provisions of the basic agreement.

This agreement signed at Houston, Texas, January 3, 1961, supersedes agreement dated September 1, 1960, covering Eagle Lake and Glidden and becomes effective this date.

No. 20

AGREEMENT OF MARCH 3, 1961

The purpose of this Agreement is to eliminate the restrictions contained in Paragraph number 2 of June 12, 1957 Agreement that an employee must exhaust his seniority rights in his home seniority district before he can exercise his seniority.

It is understood that employees of the Houston Terminals and the Houston Shops with seniority date before June 15, 1957, will have prior rights to work in their respective home seniority districts. Un-

der this Memorandum of Agreement, employees will, subject to June 12, 1957 Agreement, Rule 15 and Rule 122, be allowed to exercise their seniority in the alternate seniority district in accordance with seniority as shown in the June 12, 1957 Agreement. The bulletins for new positions and vacancies at Houston Shops and Houston Terminals will be posted in the Houston Shops and Houston Terminals.

Signed at Houston, Texas, this 3rd day of March, 1961.

This Agreement becomes effective March 10, 1961.

No. 21

AGREEMENT OF JUNE 22, 1961

Claim of General Chairman E. C. Wolff, BRCofA, that Carman H. L. O. Kretschmar be allowed eight hours March 19, 23, 24, 25, 1960, and Carman W. C. Thornton be allowed eight hours March 26, 27, 30, 31, and April 1, 1960, in addition to compensation allowed on the dates shown account contractor Manual Renfro allegedly performed carmen's work in replacing and repairing load securing bars on DF freight cars:

Claim of General Chairman E. C. Wolff, on behalf of Carman E. L. Armstrong for eight hours April 24, 27, 28, 29, 30, 1960, and Carman M. W. Messick for eight hours May 1, 2, 3, 4, and 5, 1960, on the alleged basis that Manual Renfro and his car cleaning crew deprived them of car inspecting work at Dallas-Miller Yard on those dates:

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston 9, Texas

Dear Sir:

At our conference today we discussed the above captioned disputes, as well as our controversy in re-

gard to the inspection and repair of DF cars at Ennis.

It was agreed that the above captioned disputes would be withdrawn with the understanding that when DF cars at Dallas-Miller Yard and Ennis Yard are cleaned and inspected, the Car Department forces will inspect and repair DF equipment and replace defective or missing DF equipment. It is understood that after car cleaning forces have cleaned and stacked the equipment in the car, the Car Department forces will make such further inspection necessary.

This agreement is applicable at Dallas, Miller and Ennis Yards.

No. 22

AGREEMENT OF DECEMBER 22, 1961

Claim of General Chairman E. C. Wolff, BRCofA, on behalf of Carman L. E. Nelson for 8 hours, June 24, 1961, account Eugene Ball and car cleaning crew inspected, removed and replaced load, securing bars and racks on "DF" cars on that date:

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston 9, Texas

Dear Sir:

At our conference today we discussed the above captioned dispute which concerns the inspection and repair of "DF" cars at Beaumont.

It was agreed that the above captioned dispute would be withdrawn with the understanding that when "DF" cars at Beaumont are cleaned and inspected the car department forces will inspect and repair "DF" equipment and replace defective or missing "DF" equipment. It is understood that after car cleaning forces have cleaned and stacked the equipment in the car, the car department forces will make such further inspection necessary.

This agreement is applicable at Beaumont only.

No. 23

AGREEMENT OF MARCH 14, 1962

Use of Mechanic under Rule 31 of the September 1, 1949 Agreement:

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston 9, Texas

Dear Sir:

At our conference today, we discussed the use temporarily of mechanics in relieving foremen and we told you that it was our understanding of the rule that when a mechanic is being used as a foreman, he will perform supervisory work and be restricted from performing mechanic's work, in accordance with Rule 29 of the Agreement.

No. 24

AGREEMENT OF JUNE 19, 1962

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston 9, Texas

Dear Sir:

At our conference today, we discussed the Agreement of May 16, 1956, which, in effect, amended Article III of Agreement signed at New York June 4, 1953, covering the upgrading of Carmen, Apprentices and Helpers. It was agreed that Paragraph 2 of that Agreement will be revised as follows:

2. It is understood and agreed if carmen, as described in Section 1 hereof become available, and on the request of the local committee or General Chairman, the youngest helpers and apprentices who have been upgraded under provisions of this agreement will be set back as helpers or apprentices in reverse order from which upgraded, when carman is ready to go to work.

No. 25

AGREEMENT OF JULY 11, 1963

Mr. E. C. Wolff
General Chairman, BRCofA
2206 Common Street
Houston 9, Texas

Dear Sir:

Relating to the use of Apprentice Carmen for the maintenance of freight cars at the Wash Track in the Houston Terminals, Houston Division:

It was agreed in conference today that maintenance and service work on the Wash Track in the Houston Terminals, Houston Division, will be included within the schedule of training for apprentices; therefore, apprentices may be used under the provisions of the current agreements at that point, effective as of July 12, 1963.

It was further understood that paragraphs 4 and 6 of the agreement between these parties dated June 15, 1957, are hereby cancelled. Those employees failing to qualify in their alternate seniority district under paragraph 4, or those who did not elect to take a position in the alternate seniority district under paragraph 6 of the June 15, 1957 agreement, will be given a seniority date of June 15, 1957 in their alternate seniority district if they were in service prior to June 15, 1957, and where an employee was hired subsequent to June 15, 1957, and failed to place himself in the alternate seniority district because of the application of paragraphs 4 and 6 of the June 15, 1957 Agreement will be given an alternate seniority date to correspond with their home seniority date. Apprentices in the Houston Shop and Houston Terminal are subject to the terms of the May 16, 1956 Agreement in Houston Terminals and if temporarily set up to carman may be used as car inspector.

No. 26

AGREEMENT OF MARCH 4, 1944

Contention of W. O. Hammond, General Chairman, IAofM, and E. B. Ashbrook, General Chairman, IBofBMISB&H, that the machinists presently employed in the Reclamation Yard, Houston and assigned to work of laying out, fitting up, assembling bridges and structural work, should properly be classed as boilermakers:

Mr. W. O. Hammond
General Chairman, IAofM
3704 Birchmen Avenue
Fort Worth, Texas

Mr. L. Rivera
Acting General Chairman, IBofBMISB&HofA
3517 White Oaks Street
El Paso, Texas

Gentlemen:

At our conference today, this case was discussed and you jointly made the request that A. D. Brewer, A. H. Garza, F. B. Stovall, L. M. Nolan, A. G. Gutierrez, Paul Feisler, S. C. Dyer and J. E. Kirk, now employed as machinists at the Houston Reclamation Plant, be classified as boilermakers, performing the same duties as heretofore performed and establishing a separate boilermaker's seniority roster transferring the same seniority of these men that has heretofore been held on the seniority roster of machinists; and that J. G. DeAnda and J. E. Patino, now employed as machinist helpers at the Houston Reclamation Plant, be classified as boilermaker helpers, performing the same duties as heretofore performed and establishing a separate boilermaker helpers' seniority roster transferring the same seniority of these men that has heretofore been held on the seniority roster of machinist helpers.

It is agreed that J. L. Ball, assigned as machinist, and T. T. Saragosa, M. G. Aguilar, M. S. Sustaita,

and F. R. Garcia, assigned as machinist helpers, at the Houston Reclamation Yard, will continue in their present assignments and that they will retain their seniority on their respective rosters.

It is agreed that these changes shall be made with the distinct understanding and agreement that in granting this request no change will be made in the duties and assignments of the employees affected and that no protest and claims will be made as a result of the continuance of such duties and assignments under the provisions of this special agreement.

The new seniority rosters, effective March 6, 1944 will be as follows:

RECLAMATION PLANT

BOILERMAKERS	SENIORITY DATE
Brewer, A. D.	3-26-34
Nolan, L. M.	2-18-39
Garza, A. H.	2- 1-40
Stovall, F. B.	2-20-42
Gutierrez, A. C.	5-25-42
Feisler, Paul	2- 3-44
Dyer, S. C.	2-10-44
Kirk, J. E.	2-24-44
BOILERMAKER HELPERS	
DeAnda, J. G.	2- 8-39
Patino, J. E.	6-24-41
MACHINISTS	
Ball, J. L.	2- 7-24
MACHINIST HELPERS	
Sustaita, M. S.	12-20-21
Aguilar, M. G.	9-20-23
Garcia, F. R.	11- 1-23
Saragosa, F. T.	12-16-30

No. 27

AGREEMENT OF FEBRUARY 19, 1959

Seniority lists of Machinists and Machinist Helpers, Water Service Department, and Traveling Mechanics, Houston Division:

Mr. W. E. Austin
General Chairman, IAofM
214 So. 32nd Street
Parsons, Kansas

Dear Sir:

At our conference on other matters February 18, 1959, we discussed the fact that two seniority lists were maintained for Traveling Mechanics on the Houston Division. One has been titled, "Seniority List of Machinists and Machinist Helpers, Water Service Department" and the other is shown as "Seniority Lists of Traveling Mechanics."

In our discussion of this matter it was agreed that the maintenance of separate seniority lists for the employees shown thereon was not necessary and these two lists should be merged into one list, which should be titled and set up as follows:

Houston Division
Seniority List of Automotive and Equipment
Mechanics, as of January 1, 1959

MACHINISTS

Name	Seniority Date
1. V. L. Farrill	7- 5-45
2. L. L. Clark	3-23-53
3. L. G. Arnold	5-29-58
4. W. A. VanCleve	9- 1-58
5. C. R. Morse	12- 9-58

MACHINIST HELPERS

1. C. D. Farquhar*	11-15-55
2. L. Simmons**	9-26-56
3. Elmer M. Neil**	3-25-57

* On sick leave ** On furlough

No. 28

AGREEMENT OF JANUARY 25, 1961

Houston—Proposed relocation of frog shop to present reclamation yard shop building:

Mr. W. E. Austin
General Chairman, IAofM
3114 Crawford
Parsons, Kansas

Dear Sir:

Reference our conference today, at which time we discussed the relocation of the Frog Shop from Houston shops area to Reclamation Yard shop building, which will occur in the near future.

It was agreed that Machinist and Machinist Helpers listed on the seniority roster—Reclamation Plant, Houston General Stores:

Name	Occupation	Location	Seniority Date
Ball, J. L.	Machinist	Reclamation Yard	2-7-1924
Hawthorne, Benj., Jr.	Mach. Helper	Reclamation Yard	4-2-1951
Cortez, Henry V.	Mach. Helper	Reclamation Yard	8-2-1951

will be dovetailed and made a part of the Houston General Shops seniority roster, effective as of the date that the Frog Shop is relocated at the Reclamation Yard Shop. Frog Shop work formerly performed at the old Frog Shop will be done at the new location and the employees are merely moving with the work to its new location in the Terminal.

The Frog Shop, in its new location, will be under the jurisdiction of the Maintenance of Equipment Department, Houston General Shops.

BOILERMAKERS-BLACKSMITHS' SPECIAL AGREEMENTS

No. 29

AGREEMENT OF APRIL 10, 1961

The purpose of this agreement is to consolidate the seniority of Blacksmiths and Helpers in the Houston General Shops, the Reclamation Plant, and Wood Preserving Plant at Houston, Texas, with prior rights to regular assignments at the point where they now hold seniority.

IT IS AGREED:

1. One consolidated seniority roster will be made for Blacksmiths and one for Blacksmith Helpers whose names now appear on the seniority rosters of the Houston General Shops, the Reclamation Plant, and the Wood Preserving Plant at Houston, Texas, by dovetailing their names thereon in seniority order. The men will have prior rights to regular assignments at the point where they now hold seniority. Their prior rights will be indicated on the roster by placing the letter "G", the letter "R", and the letter "W", respectively following their seniority date for Houston General Shops, Reclamation Plant, and Wood Preserving Plant. The attached seniority rosters accomplishing this purpose are made a part hereof.

2. Said seniority dates will not be open to protest except errors made in designating the prior rights on the consolidated roster. Such errors will be corrected immediately upon discovery.

3. Men establishing seniority subsequent to the effective date hereof will have their names listed on the consolidated seniority roster as of the date employed but will not acquire prior rights at either point.

4. This agreement shall be effective as of the date that the Frog Shop is relocated at the Reclamation Yard Shop.

Signed at Houston, Texas, this 10th day of April, 1961.

No. 30

AGREEMENT OF OCTOBER 16, 1958

Pursuant to provisions of Rule 108 of the Electrical Workers' Special Rules, Agreement of September 1, 1949, it is agreed that an employee of the Electricians' Craft who is on duty and under pay at the Diesel Service Shop, Houston General Shops, and Diesel Truck Shop, San Antonio, Texas, will be used to operate the pendant-control overhead traveling electric crane of less than forty (40) tons capacity in those shops, in lieu of employees of other crafts.

This Agreement shall become effective at 12:01 AM, Monday, October 20, 1958, and shall remain in effect until changed under provisions of the Railway Labor Act, amended, or by mutual agreement between the parties.

Signed at Houston, Texas, this 16th day of October, 1958.

No. 31

AGREEMENT OF FEBRUARY 17, 1959

Installation and maintenance of electric wiring, Englewood Shop and Repair Tracks, Englewood; Installation and maintenance of electric wiring, Houston General Shop area, Houston:

Mr. C. L. Slocum
General Chairman, IBEW
Route 1, Box 1510
Irving, Texas

Dear Sir:

On January 26, 1959, a letter agreement was executed wherein an understanding was reached assigning designated areas within the Englewood Yards, Englewood Car Shop and Repair Tracks and Houston General Shops to employees of the Electricians Craft in the Maintenance of Way Department and the Mechanical Department covering electric wiring and installation maintenance work.

This letter agreement supersedes and clarifies the letter agreement of January 26, 1959.

It is understood and agreed that a division of the electrical wiring installation and maintenance work between the Mechanical Department and Maintenance of Way Department, employees of the Electricians Craft at the Houston General Shop area and Englewood Yard, Englewood Car Shop and Repair Tracks will be arranged as follows:

Houston General Shops

1. Employees of the Electricians Craft, Maintenance of Way Department, will install and maintain electrical wiring work and the connecting lines therewith to the source of power for the area west of the Paint Shop, Houston General Shops. The east boundary of this area will run in a north and south direction along the exterior west wall of the Paint Shop and extend to the north fence line and to the south fence line of the Houston General Shops; this boundary line extends to and separates installation and maintenance work on the power lines and lights along such fence line.

2. Employees of the Electricians Craft, Mechanical Department will install and maintain electrical wiring work and the connecting lines therewith to the source of power for the area east of the exterior west wall of the Paint Shop, Houston General Shops. The west boundary of this area will run in a north and south direction along the exterior west wall of the Paint Shop and extend to the north fence line and to the south fence line of the Houston General Shops; this boundary line extends to and separates installation and maintenance work on the power lines and lights along such fence line.

Englewood Yard, Englewood Shop and Car Repair Facilities

1. Employees of the Electricians Craft, Mechanical Department will install and maintain electrical wiring work, including main feeder line to the Engle-

wood Shop and Car Repair area. The Englewood Shop and Car Repair area referred to herein has been designated as all the area enclosed within the red inked lines drawn on map number SK 2-22-59, which is attached hereto as Exhibit 1.

2. Employees of the Electricians Craft, Maintenance of Way Department, will install and maintain all electrical wiring work in the Englewood Yard, except electric wiring work within the region designated as the Englewood Shop and Car Repair area referred to in Item 1 above, this section. These MofW employees will also install and maintain the following facilities in the Englewood Shop and Car Repair area:

(a) Fire alarm system.

(b) High tension feeders serving floodlight towers in Train Yard from the point that these lines take off from main feeder wires on north side of Sandblast and Paint Shop Buildings.

(c) Employees of the Electricians Craft, Maintenance of Way Department will have access to main feeder lines for the installation of any and all wires or lines to serve division or maintenance of way facilities on either side or end of the Englewood Shop and Car area.