

AGREEMENT

Between The

SEABOARD COAST LINE RAILROAD COMPANY

and its

Communications Employees Represented By The

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Operating Through

System Federation No. 42,
Railway Employees Department,
A. F. of L. - C. I. O.

EFFECTIVE JANUARY 1, 1968

It is understood that this Agreement shall apply to those who perform the work specified in this Agreement in the Communications and Signals Department and all other Departments of this Company wherein work covered by this Agreement is performed.

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RULE 1 (a) — CLASSIFICATION OF WORK RULE — COMMUNICATIONS MAINTAINER

Communications Maintainers' work shall include constructing, installing, repairing, maintaining, inspecting, testing and removing of Company owned: communication lines and their supports, wires and cables, telephone, telegraph, teletype, switchboards, communication plant equipment, and wireless voice communication equipment, together with all appurtenances, devices, apparatus and equipment necessary to said systems and devices as named herein, and all other work generally recognized as Communications Maintainers' work. (Mechanical Department Electricians will install and remove radio and radio equipment on locomotives and cabooses.)

Where F C C license is required to service assigned equipment, the employee holding the position to which the work is assigned or applicant for such position must possess the required license.

No employee other than those classified herein will be required or permitted to perform any of the work covered by this Agreement.

1 (b) — QUALIFICATIONS OF COMMUNICATIONS MAINTAINER

Any man who has served the prescribed training as Assistant Communications Maintainer or has had the necessary practical experience in communications systems and related work and who by his skill and experience is qualified and capable of successfully completing such work within a reasonable time.

RULE 2 — ASSISTANT COMMUNICATIONS MAINTAINER

(a) An employee in training for a position of Communications Maintainer, working with and under the direction of a Communications Maintainer, shall be classified as an Assistant Communications Maintainer. He shall have common headquarters with the Communications Maintainer under whom working.

NOTE: Insertion of the word "with" in this paragraph is not intended to restrict assistants from performing work under the direction of a Communications Maintainer. It is not intended that the word "with" mean that assistants must work within any specified zone or distance in

performing the work under the direction of a Communications Maintainer. Likewise, it is not intended that assistants be sent out alone and on their own responsibility to perform bona fide Communications Maintainers' work.

(b) The basic training for assistants shall consist of six periods of 130 eight-hour days of service each, overtime excluded. Assistants shall have the right to promotion in the order of their seniority if a position is open and they can qualify in less than their six periods.

(c) Employees hired on and after the date of this agreement must, at the expiration of six periods of training as assistant, have obtained an F C C second class or better license and must bid on and accept promotion to a permanent position of Communications Maintainer if a vacancy or new position is open to which his seniority entitles him or forfeit all seniority and be removed from the service. If no position is open, such assistant will continue at the highest assistant's rate of pay until it is possible to promote him to a permanent position of Communications Maintainer. If there are two or more assistants who have completed their six periods of training as such, the senior assistant will be promoted to fill the first permanent vacancy or new position.

NOTE: Monthly-rated assistants will not be required to bid on hourly-rated Communications Maintainer positions.

(d) An assistant who has been promoted to a position of Communications Maintainer prior to completion of his training periods but later returns to a position of assistant because of being displaced by force reduction or exercise of seniority through no fault of his own, will be paid the highest assistant's rate of pay.

(e) The number of assistants shall be consistent with the requirements of the service and the apparatus to be installed and maintained. However, the number of assistants shall not at any time be greater than one assistant for each five (5) Communications Maintainers employed. If it becomes necessary to establish construction crews, the number of assistants employed will not exceed the total number of Communications Maintainers employed on the system.

(f) Assistants will be given the opportunity to gain experience and proper training in the different kinds of work to qualify them for higher rated positions.

(g) Assistant's work will include that shown in the classification schedule of Communications Maintainer.

(h) Two assistants will not be worked together as partners.

(i) Communications Maintainers will instruct assistants in all branches of the trade to the best of their ability.

RULE 3 — RATES OF PAY

	Monthly	Pro Rata Hourly	Punitive Hourly
Communications Maintainer (Mthly)	710.46	3.357	5.036
Communications Maintainer (Hrly)	—	3.342	5.013
Asst. Communications Maintainer (Mthly)			
1st 130 day period	608.33	2.874	4.311
2nd 130 day period	613.62	2.899	4.349
3rd 130 day period	619.12	2.925	4.388
4th 130 day period	624.41	2.950	4.425
5th 130 day period	629.71	2.975	4.463
6th 130 day period	635.21	3.001	4.502
Asst. Communications Maintainer (Hrly)			
1st 130 day period	—	2.874	4.311
2nd 130 day period	—	2.899	4.349
3rd 130 day period	—	2.925	4.388
4th 130 day period	—	2.950	4.425
5th 130 day period	—	2.975	4.463
6th 130 day period	—	3.001	4.502

RULE 4 — MONTHLY-RATED EMPLOYEES

Monthly-rated employees shall be assigned one regular rest day per week, Sunday, if possible. If employees desire to be available for calls on their rest day, they will notify the Train Dispatcher on their respective territory.

Ordinary maintenance will not be required of such employees on the sixth day of the assigned work week nor on the seven recognized national holidays and the employee's birthday-holiday. On such days assigned em-

ployee must be available. Employee will notify designated supervisory personnel in advance where they can be called.

While away from home point, where meals and/or lodging are not furnished by the Railroad, or when the service requirements make the purchase of meals and/or lodging necessary, employees will be paid necessary actual expenses.

Rate of Pay and Overtime Payment

(a) Monthly-rated employees will be paid the rate specified in Rule 3 based on 211-2/3 hours and the straight time hourly rate shall be determined by dividing the monthly rate by 211-2/3 hours.

(b) Any service required on employees' rest day will be paid for at the overtime rate under the appropriate overtime rules of this agreement.

(c) Any service required on stand-by days, holidays and after his normal work day when no emergency* exists will be paid for at the overtime rate under the appropriate overtime rules of this agreement.

*NOTE: An example of one kind of an emergency is when dispatcher does not have clear circuit to handle train orders.

(d) If the employee fails to fulfill his stand-by obligations, as above, on the sixth day of the assigned work week or on any of the seven national holidays and the employee's birthday-holiday and it is necessary to use other employee, the regularly assigned employee's monthly compensation will be reduced at the pro rata rate for the actual hours worked and paid for on his territory by such other employee, such deduction not to exceed eight hours.

(e) Service required of an employee off his assigned territory on stand-by days, holidays and after his normal work day, will be paid for at the overtime rate.

RULE 5 — HOURS OF SERVICE

An eight (8) hour period shall, under provisions hereinafter set out, be the regular work day. Regular work

day and work week hours shall be bulletined. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the Carrier and the employees, shall be paid on the hourly basis.

ESTABLISHMENT OF SHORTER WORK WEEK:

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

(a) **GENERAL** — This carrier will establish, effective September 1, 1949, for all employees represented by the organization or organizations signatory hereto, subject to the exceptions contained in this rule, a work week of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) **FIVE-DAY POSITIONS** — On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) **SIX-DAY POSITIONS** — Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) **SEVEN-DAY POSITIONS** — On positions which are filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) **REGULAR RELIEF ASSIGNMENTS** — All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combination thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under individual agreements.

Assignments for regular relief positions may on different days include different starting time, duties and work locations for employees of the same class in the

same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(f) **DEVIATION FROM MONDAY-FRIDAY WEEK** — If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon, and the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.

(g) **NONCONSECUTIVE REST DAYS** — The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of 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) of this rule.

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

(3) Efforts will be made by the parties to agree on the accumulation of rest time and the granting of longer consecutive rest periods.

(4) Other suitable or 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 nonconsecutive rest days.

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

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

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

(h) **REST DAYS OF FURLOUGHED EMPLOYEES** — To the extent furloughed men may be utilized under applicable agreements or practices their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(i) **BEGINNING OF WORK WEEK** — The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

(j) **SUNDAY WORK** — Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(k) **OVERTIME PROVISIONS** — Provisions in existing rules which relate to the payment of daily overtime shall remain unchanged. Work in excess of 40 straight time hours in any work week shall be paid for at one and

one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph (g) of this Rule 5.

Employees worked more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph (g) of this Rule 5.

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or from changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

(1) PAYMENT FOR SERVICE ON REST DAYS —

(a) Service rendered by an employee on his assigned rest day or days will be paid for under the call rule when such service is not a part of any assignment.

(b) In all cases other than those specified in paragraph (a) service rendered by an employee on his assigned rest day or days will be paid for at the overtime rate with a minimum of eight (8) hours unless released at his own request. Where vacancies are not known sufficiently in advance to permit employees to report at the beginning of the shift they will be allowed to complete the balance of the day at overtime rate but not less than is provided under the call rule. Employees will be notified as soon as possible of such vacancies.

(m) WORK ON UNASSIGNED DAYS — Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have 40 hours of work that week; in all other cases by the regular employee.

RULE 6 — OVERTIME CONTINUOUS SERVICE, REST DAYS AND HOLIDAYS

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

(b) Service rendered by an employee on his rest days and the following legal holidays; namely, New Year's Day, Washington's Birthday, Decoration Day (May 30), 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.

RULE 7 — OVERTIME AND CALLS

(a) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for each such service performed, with double time payment on the actual minute basis after sixteen (16) continuous hours of work in any twenty-four (24) hour period computed from the starting time of the employee's regular shift.

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

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

(d) Employees called or required to report to 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. If held on duty in excess of two (2) hours and forty (40) minutes, time and one-half rate will be allowed on a minute basis with payment at double time rate for work in excess of sixteen (16) consecutive hours.

(e) Employees will be allowed time and one-half on

minute basis for services performed continuously in advance of the regular working period with a minimum of one (1) hour, the advance period to be not more than one (1) hour.

RULE 8 — OVERTIME

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

RULE 9 — EMERGENCY SERVICE ROAD WORK

(a) An employee regularly assigned, when called for emergency road service, will be paid from the time called to leave home station, until his return for all service rendered in accordance with the practice at home station, and will be paid straight time rate for straight time hours and overtime rates for overtime hours for all time waiting or traveling.

(b) 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 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 lodging are not provided by railroad actual necessary expenses will be allowed. When an employee is required to go to shops for tools or material before leaving home station he will be paid for the time necessary to cover such service.

RULE 10 — DISTRIBUTION OF OVERTIME

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

The Supervisor and Local Committee will cooperate with the view of distributing overtime equally among employees. Monthly rated employees will not be used to deprive hourly rated employees of overtime work.

RULE 11 — HOLIDAY PAY - PRO RATA RATE

SECTION 1. Subject to the qualifying requirements applicable to regularly assigned employees contained in

Section 2 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 work day of the work week of the individual employee:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Decoration Day (May 30)	Christmas
Fourth of July	

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

SECTION 2. 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 work days 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 work week, the first work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day 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 work day preceding and the work day following the holiday they satisfy one or the other of the following conditions:

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

(ii) Such employee is available for service.

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

For the purposes of Section 1, the work week 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 work week 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 work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

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

RULE 12 — ASSIGNMENT OF SHIFTS

(a) When one shift is employed, the starting time shall be between the hours of 6:00 a.m. and 8:00 a.m., or as may be agreed upon at any shop by the Company and employees covered by this agreement. The time and length of the lunch period shall be arranged by mutual agreement.

(b) Where two shifts are employed, the starting time of the first shift shall be governed by item (a) of this rule, and the second shift shall start immediately following the close of the first shift or as may be agreed upon at any shop by the Company and employees covered by this agreement. The time and length of the lunch period shall be arranged by mutual agreement.

(c) Where three shifts are employed, the starting time of the first shift shall be governed by item (a) of this rule, and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight consecutive hours including an allowance of twenty minutes for lunch within the limits of the fifth hour.

(d) The starting time of employees shall not be changed without first giving the employees affected forty-eight (48) hours advance notice. The starting time shall not be temporarily changed for the purpose of avoiding overtime.

RULE 13 — 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 consistent with creating regular relief jobs and avoiding unnecessary travel for relief men. Such assignments will be excepted from the requirements of this rule for penalty payments upon change of shift for shift changes included in the regular relief assignments.

RULE 14 — 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 (30) minutes) without loss of time.

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

RULE 15 — SENIORITY IN FILLING NEW JOBS AND VACANCIES

(a) Seniority of employees covered by this agreement shall be over the entire system.

There shall be two roster divisions in the Communications Maintainers' Craft as follows: Communications Maintainer, Assistant Communications Maintainer.

(b) Seniority Lists will be posted as soon as possible after July 1 each year, and will be considered permanently established if not protested within nine (9) months from the date of the roster. Seniority dates not protested then become the fixed seniority for each man on the roster and will be carried forward to succeeding rosters. Only changes or additions which may have been made during the preceding year may be protested during the 9-month period. Neither the Management nor the Committee will receive any complaint for correction of seniority dates which are not handled during the 9-month period. Copies of the Seniority Lists will be furnished the Local Chairmen and General Chairman at the time of posting.

(c) Senior men in their respective classifications shall have the opportunity to exercise their seniority when vacancies occur, or new jobs are created, or when changes in forces occur involving increased hours, higher rates of pay, or changing from night to day shifts or vice versa. Due consideration will be given to men off on sick leave, vacation or leave of absence upon their return to work.

(d) When any changes according to paragraph "c" are to be made, bulletins will be posted immediately calling for bids, such bulletins to remain open for a period of ten (10) days. Employees desiring to bid on such jobs must do so within ten (10) days' limit by making application to the Superintendent Communications and Signals, in writing and give a duplicate copy of such application to the General Chairman and failure to comply with this provision will forfeit the claim of any bidder. If no bids are received within the ten (10) day limit, the senior unassigned man will be placed on the job. Permanent assignment will be made immediately after the ten (10) day limit.

Transfer of successful applicants to new assignments shall be made within thirty (30) days after close of the bulletin advertising the position. If the successful applicants are not so transferred within the above specified period they shall be allowed compensation equal to what they would have earned on the new assignment in addition to compensation actually earned for the period of time denied the position, plus necessary expenses. Employees will be advised at least ten (10) days in advance of the transfer date.

(e) The practice of exercising seniority to displace junior employees by "ROLLING" or "BUMPING" is not permitted; however, an employee whose job is abolished, or who may be displaced by other causes, will be permitted

to exercise seniority on any job occupied by any of the ten junior employees on his seniority list.

(f) Seniority as mentioned in any of the rules of this agreement will govern when the employees desire to exercise such rights. If sufficient ability is shown by trial, senior applicants for vacancies or new positions shall be assigned.

(g) Seniority of employees will terminate and they shall be retired from the service on the last day of the calendar month in which they attain the age of 70, or on January 1, 1968, whichever is later, and the provisions of this agreement, other than this paragraph, shall automatically terminate as to each such employee on such day.

(h) Seniority of new employees begins at the time their pay starts in the class in which employed. Employees establishing seniority in a higher classification within a seniority class who have not previously established seniority in the lower classification will be given a seniority date in the lower classification corresponding to the date seniority is established in the higher class, and will thereafter hold and accumulate such seniority in accordance with this agreement.

(i) Employees promoted to and acquiring seniority in the higher class will retain seniority in the lower classification.

(j) On the effective date of this agreement, employees holding seniority in the seniority class of Telephone Maintainer will have their seniority date as Telephone Maintainer established as their seniority date as Communications Maintainer.

(k) Seniority will not be interchangeable between seniority classes, except in the exercise of displacement rights, and then only after exhausting all such rights in the class in which they are working. Except in the exercise of displacement rights, an employee reverting to the lower seniority classification will forfeit seniority in the higher classification. Employees who have been reduced to a lower classification by reason of force reduction or displacement must bid on all new positions or vacancies advertised as permanent in the higher classification and return to service on any such position to which assigned by reason of seniority within ten (10) days after assignment, or forfeit seniority in the higher classification.

(l) New positions and vacancies will be bulletined in accordance with paragraph (d) of this rule. Bulletins will

show territory limits, permanent or temporary, rates of pay, rest days, hours of service and headquarters of the position. Copy of the Bulletin and copy of assignment shall be furnished to the General Chairman.

(m) When a change is made in the location of an employee's headquarters such position will be rebulletined as a new position. When the territorial limits of an employee's position are changed as much as twenty per cent (20%) within a period of twelve (12) months, the position will be rebulletined as a new position only when so requested by the General Chairman, in writing, within twenty (20) calendar days from date of change. The General Chairman will be advised of changes in territorial limits of assignments.

RULE 16 — TEMPORARY VACANCIES

(a) Employees sent out to temporarily fill vacancies or sent out on a temporary transfer will be paid continuous time from time called to leave home point, to time of reporting at point to which sent, straight time rates to be paid for straight time hours at home station and overtime rates for overtime hours at home station whether waiting or traveling.

(b) If on arrival, there is an opportunity to go to bed for five (5) or more hours before starting work, time will not be allowed for such hours.

(c) While at such outside points, 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.

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

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

RULE 17 — FILLING 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 18

Employees in service will be considered for promotion to positions of supervisors.

RULE 19 — PROMOTION TO EXCEPTED POSITIONS

Employees promoted to supervisory or official positions or to the General Office of the Communications and Signals Department of this railroad, not covered by schedule agreement of another craft, and employees accepting official positions with the Brotherhood, shall retain their seniority rights and continue to accumulate seniority. They may exercise their rights as provided in this agreement in the event their positions are abolished or they are demoted or have failed of re-election. However, employees covered by this rule who voluntarily relinquish their positions may exercise their rights only by bidding on vacancies or new positions.

RULE 20 — WEEK-END VISITS

(a) Employees assigned to camp cars will be allowed to make week-end trips to their homes except in cases of emergency. Free transportation will be furnished consistent with the regulations. Any time lost on this account will not be paid for, but may be worked at the option of the employees outside of regular hours on other days at straight time for the hours so worked.

(b) When a holiday falls on a day other than the first or last day of the employee's work week, if agreeable with the majority of the employees in each gang affected, floating gangs may be permitted to work such holiday at the pro rata rate and observe the following last work day of the week as the holiday.

RULE 21 — ABSENCE FROM WORK

(a) When the requirements of the service will permit, employees, on request, will be granted leave of absence for a limited time, with privilege of renewal. An employee absent on leave who engages in other employment will lose his seniority, unless special provisions shall have been made therefor by the proper official and the General Chairman.

(b) The arbitrary refusal of a reasonable amount of leave to employees when they can be spared, or failure to handle promptly cases involving sickness or business matters of serious importance to the employee, is an

improper practice and may be handled as unjust treatment under this agreement.

RULE 22

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 supervisor as early as possible.

RULE 23 — FAITHFUL SERVICE

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

RULE 24 — ATTENDING COURT

Employees taken away from their regular assigned duties at the request of Management to attend court or to appear as witnesses for the Railroad will be allowed compensation equal to what would have been earned had such interruption not taken place, and in addition actual expenses either at home station or while away from headquarters, which shall include sleeping car accommodations where required to travel at night. An employee attending court at request of the Management during his layoff day (rest days and Holidays to be counted as layoff days when not assigned to work these days) or while on leave of absence will be paid eight (8) hours at pro rata rate each day or part thereof for such court service.

When necessary the Company will furnish transportation, and will be entitled to certificate for witness fees in all cases.

RULE 25 — PAYING OFF

Employees will be paid off during the regular working hours of the first shift, and where possible employees will also be paid off on the second and third shifts, semi-monthly, except where existing State laws provide a more desirable paying-off condition. Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage. Employees leaving the service of the Company will be furnished with a time voucher covering all time due within

twenty-four (24) hours where pay certificates are issued and within forty-eight (48) hours at other points, or earlier when possible. During inclement weather provision will be made where buildings are available to pay employees under shelter.

NOTE: It is understood Saturdays, Sundays and Holidays will be excluded in computing hours specified.

RULE 26 — REDUCTION IN FORCES

(a) When it becomes necessary to reduce expenses, the forces may be reduced, seniority in accordance with Rule 15 will govern, and men desiring to exercise their seniority must do so within five (5) days from date of change.

(b) In the restoration of forces, senior laid off men will be given preference in returning to the service, if available, within a reasonable time. Employees desiring to avail themselves of the privileges of this rule must file their addresses with their employing officer at the time force is reduced, and renew same at each change of address. Failure to comply with this rule, or failure to return to the service within ten (10) days, after being notified by mail or telegram sent to the last address given, or give satisfactory reason for not doing so, will eliminate such employees from the service.

(c) The supervision will, in all cases, advise the General Chairman in writing of any change to be made in the forces as far in advance as practicable before being made effective.

(d) When the force is to be reduced or a position abolished, five (5) working days' notice by bulletin shall be given the affected employee or employees, in advance of the effective date of such abolishment or reduction in force, with copy to the General Chairman.

It is understood, however, that not more than sixteen (16) hours' advance notice shall be required when reducing forces or abolishing positions under emergency conditions, such as floods, 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.

RULE 27 — USE OF FURLOUGHED EMPLOYEES

1. The Carrier shall have the right to use furloughed employees to perform 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 furloughed employee.

2. Furloughed employees desiring to be considered available to perform such relief work will notify the proper officer of the Carrier in writing, with copy to the General 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 General 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 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 relief work will be called in seniority order for this service.

NOTE 1: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this agreement.

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

RULE 28

Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished with transportation to any point desired on the system, when not contrary to National or State laws.

RULE 29 — ASSIGNMENT OF WORK

(a) None but Communications Maintainers or their assistants regularly employed as such shall do Communications Maintainers' work as per Rule 1.

(b) Assistants when used in any way in connection with journeymen's work shall in all cases work under the orders of the journeyman, both under the direction of the supervisor.

RULE 30 — TOOLS

The Carrier will furnish the employees such tools and equipment as are necessary to perform their work. When leaving service an employee will return such tools and equipment as are furnished by the Carrier.

RULE 31 — CAMP CARS

It will be the policy to maintain cars in good and sanitary condition. Doors and windows of dining and sleeping cars will be screened when necessary.

Kitchen and dining cars will be equipped with stoves, ice boxes, utensils and dishes in proportion to the number of men to be accommodated.

A table and chairs will be provided for each bunk car.

Sleeping cars will be provided with mattresses and beds with springs.

Water suitable for domestic use will be available to employees living in camp cars.

It will be the duty of the supervisor to see that cars are kept clean.

The cook shall be provided and paid by the railroad company and shall be subject to the direction of the man in charge of the gang.

RULE 32 — SUPERVISORY POSITIONS, FILLING TEMPORARILY

Should an employee be assigned temporarily to fill the place of a supervisor, he will be paid his own rate — straight-time rate for straight time hours and overtime rate for overtime hours — if greater than the supervisor's rate; if it is not, he will get the supervisor's rate.

RULE 33 — CLAIMS OR GRIEVANCES

Should any employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be taken to the officers designated in this rule, in their respective order, by the duly authorized local committee or their representative, and if stenographic report of investigation is taken the committee shall be furnished a copy.

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

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

(c) The requirements outlined in paragraphs (a) and (b), pertaining to appeal by the employee and decision

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

2. 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.

3. This rule recognizes the right of representatives of the organization, party hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

4. 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.

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

6. All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen.

NOTE: Claims and grievances will be filed with Supervisor Communications and Signals, with appeal to Superintendent Communications and Signals and then to Director of Personnel.

RULE 34

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

RULE 35 — DISCIPLINE HEARINGS

No employee shall be disciplined without a fair hearing by a designated officer of the Company. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this rule. At a reasonable time prior to the hearing such employee and the General Chairman will be apprised in writing of the precise charge against him. The employee shall have reasonable opportunity to secure the presence of necessary witnesses and be represented by the duly authorized representative of System Federation No. 42.

When cases are being investigated, the evidence will be written up with sufficient copies to give those concerned.

If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired and compensated for the wage lost, if any, resulting from said suspension or dismissal.

NOTE: Neither Rule 33, 34 nor 35 attempts to obligate the Carrier to refuse permission to an individual employee to present his own grievance or, in hearing involving charges against him, to present his own cases personally. The effect of these rules, when an individual employee presents his own grievance or case personally, is to require that the duly authorized committee or its accredited representative, be permitted to be a party to all conferences, hearings or negotiations between the aggrieved or accused employee and the representatives of the Carrier.

RULE 36 — REPRESENTATION

The Company will not discriminate against any employees who from time to time represent other employees and will grant them leave of absence and furnish transportation when delegated to represent other employees.

RULE 37 — CHANGING ASSIGNMENTS

Employees accepting positions in the exercise of their seniority rights shall do so without causing extra expense to the Company. They will be allowed free transportation if available for themselves, the dependent members of their families and their household effects over the lines of this railroad.

RULE 38 — APPLICANTS FOR EMPLOYMENT

(a) Applicants for employment will be required to make statement as to their ability and address of relatives and may be required to pass physical examination, at the expense of the Carrier, to determine their fitness to perform the service required of their craft or class.

(b) Employees promoted to, or men engaged for, positions that require them to distinguish signals or do flagging will be required to pass usual eyesight and hearing test before assigned to such service.

(c) The application of an employee entering the service will be approved or rejected within sixty (60) days after commencing work. When an applicant is not notified to the contrary within sixty (60) days, it will be understood that his application has been approved. If his application is not approved, he can be removed from the service during this sixty-day period without an investigation.

RULE 39 — NOTICES

A suitable place will be provided at each headquarters for the posting of notices of interest to employees and the railroad company.

RULE 40 — CONDITIONS OF SHOP, ETC.

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 a clean, dry and sanitary condition. Shops, locker rooms and wash rooms will be lighted and heated in the best manner possible consistent with the source of heat and lights available at the point in question.

RULE 41

At shops equipped with electricity, electric light globes and extensions will be kept in tool rooms available for use. Employees engaged in work requiring flashlights will be furnished same, including batteries and bulbs.

RULE 42 — PERSONAL INJURIES

Employees injured while at work are required to make a detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case, provided, however, that such injured employees remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to return to work. All claims for personal injuries shall be handled with the Personal Injury Claim Department.

RULE 43 — TRANSPORTATION

(a) Employees and those depending on them for support will be given the same consideration in granting free transportation as is granted employees in other branches of the service.

(b) Representatives of employees covered by this agreement will be given the same consideration in granting transportation as is given representatives of employees in other branches of the service.

RULE 44 — DISTRIBUTION OF RULE BOOKS

The Railway Company will have printed in book form copies of these rules and furnish a copy to each employee affected.

RULE 45 — TOOL HOUSES

Suitable tool houses will be provided at the headquarters of all Maintainers and shall be kept in good and sanitary condition. They will be provided with proper heat, lights, and ice for drinking water when necessary and available. Tool houses will be equipped with chairs, desks or tables.

RULE 46 — MOTOR CARS

(a) Employees required to operate track motor cars will be given dependable and adequate protection in accordance with rules governing the operation of such cars.

Motor cars will be provided with dependable head and tail lights, cushions, and windshields necessary for the protection of the employees.

(b) It is understood and agreed that operating or riding on motor cars, or any other conveyance used instead of motor cars, while on duty, is work and will be paid for as such under the provisions of this agreement.

RULE 47 — TRAVELING IN CAMP CAR EQUIPMENT

(a) Employees traveling in or accompanying camp cars will be allowed actual time for traveling and waiting during regular working hours and for assigned rest days and holidays during hours established for work periods on work days.

(b) It is understood that if camp cars are moved a distance that may consume several days and such days are work days the employees will be allowed actual time during regular working hours whether they are riding the cars or not. However, if they are released and not riding the cars, to be entitled to payment as provided above, they must be at the destination on arrival of the camp cars or by next regular work time if cars arrive outside of the regular work time. Employees required to ride the cars outside of regular work hours will be paid in accordance with paragraph (c) of this rule.

(c) When camp cars are moved outside of regular assigned working hours on a work day, employees assigned to and traveling on such cars will be allowed pay at pro rata rate while the cars are in transit. However, when camp cars are at terminal or station points undisturbed for six hours or more between 8:00 p.m. and 7:00 a.m., no time will be allowed between those stated hours.

(d) It is also understood that if camp cars are moved from one point to another during employees' assigned rest days or a holiday and they are not on duty no time will be allowed.

RULE 48 — VACATIONS

Employees covered by this agreement will be granted vacations under and in accordance with the provisions of the Vacation Agreement of December 17, 1941, effective January 1, 1942, Supplemental Agreement of February 23, 1945, effective January 1, 1945, National Agreement Amendments of August 21, 1954, August 19, 1960, February 4, 1965, September 27, 1967, and official interpretations and amendments thereto.

NOTE: These agreements are reproduced in synopsis form as Appendix "A".

RULE 49

National Agreement between the parties hereto, signed at Washington, D. C., on September 25, 1964, is hereby included in and made a part of this agreement.

RULE 50

Mediation Agreement between the Carrier and its employees represented by the International Association of Machinists, the Sheet Metal Workers' International Association and the International Brotherhood of Electrical Workers signed at Washington, D. C., on February 4, 1965; is hereby included in and made a part of this agreement.

RULE 51

It is agreed by the parties hereto that National Agreement covering Health and Welfare signed at Chicago, Illinois, on August 21, 1954, as subsequently amended, is hereby included in and made a part of this agreement.

RULE 52 — UNION SHOP AGREEMENT

The Union Shop Agreement of February 2, 1953, between the Railroad Company and the Seventeen Cooperating Railway Labor Organizations shall be and is hereby made a part of this Agreement.

RULE 53 — EFFECTIVE DATE AND CHANGES

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

Signed at Jacksonville, Florida, this 20th day of December, 1967.

FOR THE EMPLOYEES:

/S/ J. A. Spence
General Chairman, International
Brotherhood of Electrical Workers

APPROVED:

/S/ Roy H. Meeks
President, System Federation
No. 42, AFL-CIO

FOR THE COMPANY:

/S/ S. M. Duffer
Director of Personnel
Seaboard Coast Line Railroad Company

APPENDIX A

SYNOPSIS OF VACATION AGREEMENTS

This condensed form of the Vacation Agreement of December 17, 1941, effective January 1, 1942, Supplemental Agreement of February 23, 1945, effective January 1, 1945, National Agreement Amendments of August 21, 1954, August 19, 1960, February 4, 1965, and September 27, 1967, and interpretations and amendments thereto, is made for the convenience of employees coming within the scope of this agreement and does not constitute an agreement. This does not change the original agreements and any claims or disputes are to be settled in accordance with the original agreements and interpretations thereof.

(1) Effective with the calendar year 1967, 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.

(2) Effective with the calendar year 1967, 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.

(3) Effective with the calendar year 1967, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has ten (10) 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 ten (10) of such years, not necessarily consecutive.

(4) Effective with the calendar year 1967, 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.

(5) Paragraphs (1), (2), (3) and (4) 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.

(6) 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.

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

(8) 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.

(9) 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.

(10) 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.

(11) 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 vacation.

The local committee and the representatives of the Carrier will cooperate in assigning vacation dates.

(12) The Management may upon reasonable notice (of thirty (30) calendar days or more, if possible, but in no event less than fifteen (15) calendar 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 and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

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

quirements of the service, then 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.

(14) 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.

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

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

(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 not covered by paragraphs (a) or (b) above, 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.

(16) The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified as hereinbefore provided. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefor. 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.

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

(18) (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.

(19) 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.

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

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any

agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

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

APPENDIX B

MEMORANDUM AGREEMENT

IT IS AGREED that pursuant to paragraph (h) of Article II — Holidays — of the Mediation Agreement of February 4, 1965, which provides: “. . . managements and committees on individual railroads may, by mutual agreement, change the days (but not the number of days) that shall be observed as holidays, for the purpose of existing rules and agreements,” Article II of such agreement is modified as follows:

1. Effective January 1, 1968, Good Friday shall be substituted in lieu of the “employee’s birthday” in said Article II.
 2. All other provisions of Article II shall continue in full force and effect and shall apply, in any respect in which they are applicable, to the observance of Good Friday as a holiday.
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NOTE: In printing this agreement to include applicable parts of the several nationally negotiated agreements and other memoranda, it is not the intention of the parties signatory hereto to change, or modify, the application and/or interpretation thereto. Should a dispute arise through the omission of, or slight change in, language used in the National Agreement or original memorandum, the original language shall be controlling.

MEMORANDUM AGREEMENT
between
CSX TRANSPORTATION, INC.
(former SCL)
and its employees represented by
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

It is hereby agreed to amend the Schedule Agreement between the former SCL and its Communications Employees represented by IBEW to update certain rules and to establish Communications Technician positions of a higher class to meet the need for special leadership and technical skills required at the Centralized Train Dispatching Center and other key locations for repairing, testing and directing work of others in clearing trouble on circuits and equipment throughout the system:

1. Rule 1 is amended to read:

RULE 1 - CLASSIFICATION OF WORK RULE

Communications work shall include constructing, installing, repairing, maintaining, inspecting, testing and removing of Carrier owned: communications lines and their supports, wires and cables, telephone, telegraph, teletype, switchboards, communication plant equipment, including radio, fiber optic, microwave and data transmission equipment and circuitry, and all other work generally recognized as work of Communications Employees. (Mechanical Department electricians will install and remove radio and radio equipment on locomotives and cabooses.)

Work performed by the following classes on the above equipment will be in connection with work of the Communications Department only:

RULE 1 (a) - CLASS A:

COMMUNICATIONS TECHNICIAN: Duties shall include directing and participating in the work of Communications Maintainers.

CLASS A QUALIFICATIONS: Employees of this class must be able to work and cooperate with employees of other departments, both contract and non-contract; must be proficient and capable of using and understanding communications testing and analyzing equipment and devices, and reading and understanding communications systems and equipment plans; must be proficient in electronics, including digital electronics, possessing an FCC radio telephone operators' license or equivalent certification from an approved Certification Program; must

be knowledgeable in locating and restoring communications line-of-road pole line circuit problems; must be knowledgeable of carrier equipment and circuitry, fiber optic transmission, equipment and circuitry, microwave transmission equipment and circuitry; and must have general knowledge of computers with ability to use and work from a computer terminal with CRT.

RULE 1 (b) - CLASS B:

COMMUNICATIONS MAINTAINER: Duties shall include the installation, repair and maintenance of communications equipment and systems.

CLASS B QUALIFICATIONS: Employees of this class must possess an FCC radio telephone operators' license or equivalent certification from an approved Certification Program; and must have served the prescribed training as Assistant Communications Maintainer or possess the necessary practical experience in communications systems and related work and who by his skill and experience is qualified and capable of successfully completing such work within a reasonable time.

2. The rates of pay for Communications Technicians shall be:

Communications Technician -	
Training rate	\$15.00 per hour
(not to exceed 6 months)	
After training	\$16.00 per hour

3. Paragraphs (a), (c) and (l) of RULE 15 - SENIORITY IN FILLING NEW JOBS AND VACANCIES are amended to read:

(a) Seniority of employees covered by this agreement shall be over the entire system. There shall be three roster divisions in the Communications Employees' craft as follows:

Communications Technician
Communications Maintainer
Assistant Communications Maintainer

(c) Senior men in their respective classifications shall have the opportunity to exercise their seniority when vacancies occur, or new jobs are created, or when changes in forces occur involving increased hours, higher rates of pay, or changing from night to day shifts or vice versa. Employees off on sick leave, vacation, or leave of absence for the entire bulletin period may, within 5 days of their

return to service, make written application to exercise seniority on any position bulletined during their absence, such application to be submitted to the Assistant Chief Engineer and the General Chairman. Failure to comply with this provision will forfeit the claim of any bidder.

(1) New positions and vacancies will be bulletined in accordance with paragraph (d) of this rule. Bulletins will show territory limits, permanent or temporary, rates of pay, rest days, hours of service and headquarters of the position. A vacancy expected to last thirty (30) days or more may be bulletined as permanent. Employees off because of personal illness or injury may return to their former position, unless at the time of return the position has been abolished or is occupied by a senior employee who secured it by exercise of displacement rights, or exercise seniority to any position bulletined during such absence in accordance with paragraph (c) of this rule. Copies of the bulletin and assignment shall be furnished to the General Chairman.

4. Paragraph (b) of Rule 15 is amended to provide that, beginning with the year 1992, seniority lists will be posted as soon as possible after January 1 each year (instead of July 1) and will be considered permanently established if not protested during the year in which posted (instead of within 9 months).

5. RULE 38 is amended to read:

RULE 38 - APPLICANTS FOR EMPLOYMENT

(a) Applicants for employment will be required to make statement as to their ability and may be required to pass physical examination, at the expense of the Carrier, to determine their fitness to perform the service required of their craft or class.

(b) The application of an employee entering the service will be approved or rejected within ninety (90) working days after commencing work. When an applicant is not notified to the contrary within the 90-day period, it will be understood that his application has been approved. If his application is not approved, he can be removed from the service during this 90-day period without an investigation.

6. **Communications Technicians:** When management desires to establish a Communications Technician position, the General Chairman will be notified at least 15 days in advance. The notice will include the proposed district or territory and headquarters for the Communications Technician position and other positions that may be abolished, changed or moved as the result of

establishing the Communications Technician position. The General Chairman shall advise within 15 days whether the proposed changes are satisfactory or if conference is desired to discuss the proposed changes. The Communications Technician position will not be established prior to mutual agreement between the parties hereto. In the initial filling of such positions, Communications employees shall be selected by the Carrier from applicants who possess prerequisite qualifications set forth in Side Letter #1 and qualifications outlined in Rule 1(a) of the Schedule Agreement, as amended herein.

7. Subsequent vacancies on Communications Technician positions shall be advertised and filled in accordance with Rule 15 of the Schedule Agreement from applicants who possess prerequisite qualifications set forth in Side Letter #1 and qualifications outlined in Rule 1(a) of the Schedule Agreement, as amended herein, qualifications being sufficient, seniority shall prevail. Employees filling temporary vacancies on Communications Technician positions that are not bulletined will not establish seniority in that class but will receive the pay of the position being relieved.

NOTE: If the Carrier elects to fill a temporary vacancy on a Communications Technician position at the Transportation Center that cannot be protected by the relief employee at that location, senior qualified employees who reside in the Jacksonville area who have made application to perform relief work on such positions shall have preference.

8. Employees assigned to Communications Technician positions, who do not already have seniority in the higher class, will establish seniority in the higher class on the date assigned to the position. In the event two or more employees establish seniority on the same date, ranking to be determined by seniority standing in the lower class.

9. Communications Technicians will be given necessary training at the Carrier's expense. If necessary to send such employees to another location for training, they shall be paid the regular rate for such positions and shall be reimbursed for actual, necessary expenses incurred for transportation, meals and lodging, if not provided by the Carrier, while undergoing such training. Additional compensation for travel time, time held away from headquarters, etc., is not payable under any agreement rule while undergoing such training.

10. It is not the intent of this Agreement to remove work from Communications Employees who previously performed such work except as agreed to between the General Chairman and the Carrier, nor is it the intent to include work currently performed by other crafts by Agreement or by practice over the system.

11. To the extent that this Agreement may conflict with provisions of the Schedule Agreement between the former SCL and IBEW, or any other agreement entered into by the parties hereto previous to the date of this Agreement, the provisions of this Agreement shall prevail.

12. This agreement is in full and final settlement of the Section 6 notice served by IBEW on June 1, 1976.


13. The Carrier will furnish a copy of this Agreement to each communications employee on the former SCL within 30 days.

14. For convenience, references to gender, if any, in this agreement are made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

15. This agreement shall become effective April 1, 1991 and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

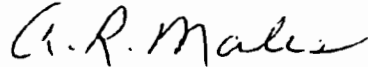
Signed at Jacksonville, Florida, this 6th day of March, 1991.

FOR THE EMPLOYEES:



N. R. Cobb
General Chairman, IBEW

FOR THE CARRIER:



A. R. Males
Director-Labor Relations



500 Water Street
Jacksonville, FL 32202

Labor Relations Department

March 6, 1991

CSXT Labor Agreement 18-34-91
Side Letter #1

Mr. N. R. Cobb, General Chairman
International Brotherhood of
Electrical Workers
111 East Franklin Street
Post Office Box 1265
Rockingham, North Carolina 28379

Dear Mr. Cobb:

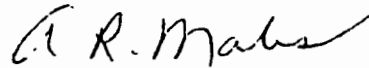
In connection with CSXT Labor Agreement 18-34-91 dated March 6, 1991, providing for the establishment and filling of Communications Technician positions, it is agreed:

Employees working under the Scope of the SCL Communications Agreement Schedule Agreements applying for positions of Communications Technician must possess the minimal qualifications indicated in Rule 1(a) of the former SCL Communications Employees Agreement, as amended by CSXT Labor Agreement 18-34-91, and in addition, they must possess the following pre-qualifications to be considered for such positions:

- ABILITY TO WORK AND COOPERATE WITH EMPLOYEES OF OTHER DEPARTMENTS, BOTH CONTRACT AND NON-CONTRACT.
- CREDENTIALS:
 - a. Valid F.C.C. radio telephone operator's license, or equivalent.
 - b. Job-related formal (e.g., college), technical, or military-acquired education.
 - c. Other job-related training certificates such as Carrier-sponsored programs and computer training.
 - d. Valid driver's license.
- TEST EQUIPMENT EXPERIENCE.
- ABILITY AND EXPERIENCE USING COMPUTERS AND COMPUTER TERMINALS.
- WORK HISTORY (review of personal record)
- REFERENCES (including those of Communications Supervisor)

If the foregoing correctly reflects our understanding, please indicate below.

Very truly yours,



A. R. Males
Director-Labor Relations

AGREED:



N. R. Cobb, General Chairman
International Brotherhood of
Electrical Workers



Employee Relations
J. B. Allred, Director

R. D. Hiel, Senior Manager
(904) 359-1797

October 2, 1992

500 Water Street
Jacksonville, FL 32202

IBEW Letter No. 2

Mr. N. R. Cobb, General Chairman
International Brotherhood of Electrical Workers
111 East Franklin Street
Post Office Box 1265
Rockingham, North Carolina 28379

Dear Mr. Cobb:

This refers to the Memorandum Agreement (# 18-34-91) updating certain rules and establishing the position of Communications Technician, effective NOVEMBER 1, 1992.

As agreed during conference, a separate roster class will be maintained for Communications Technicians. Employees acquiring positions in this higher class will have their seniority date as Communications Maintainers established as their seniority date as Communications Technicians (this provision supercedes Article 8 of the March 6, 1991 Memorandum Agreement).

"New hires" acquiring these positions will additionally establish seniority in all lower classes on the first day their pay starts.

Communications Technicians who voluntarily bid to a lower class position will give up their Technician's seniority on the first day that they occupy the lower class position.

If the foregoing correctly reflects our understanding, please indicate below.

Yours very truly,

J. B. Allred

AGREED:

N. R. Cobb

N. R. Cobb, General Chairman
International Brotherhood of
Electrical Workers



Employee Relations
J. B. Allred, Director

R. D. Hiel, Senior Manager
(904) 359-1797

October 2, 1992

500 Water Street
Jacksonville, FL 32202

IBEW Letter No. 3

Mr. N. R. Cobb, General Chairman
International Brotherhood of Electrical Workers
111 East Franklin Street
Post Office Box 1265
Rockingham, North Carolina 28379

Dear Mr. Cobb:

This refers to the Memorandum Agreement (# 18-34-91) updating certain rules and establishing the position of Communications Technician, effective NOVEMBER 1, 1992.

As agreed during conference, any "Orange Book" protected employee who voluntarily accepts a position of Communications Technician will have his protection continued as if he were on a Communication Maintainer's position.

Similarly, any monthly rated employee acquiring a position of Communications Technician will carry his monthly rate with him to the higher class position.

Any overtime services required by these Technicians will be handled in accordance with the schedule Agreement rules on required overtime service.

If the foregoing correctly reflects our understanding, please indicate below.

Yours very truly,

J. B. Allred

AGREED:

N. R. Cobb
N. R. Cobb, General Chairman
International Brotherhood of
Electrical Workers