

**AGREEMENT**

**Between**

**THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
(Chesapeake District)**

**THE BALTIMORE AND OHIO RAILROAD COMPANY  
INCLUDING THE STATEN ISLAND RAILROAD CORPORATION**

**and**

**COMMUNICATIONS EMPLOYEES**

**Represented By**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

**Covering**

**RULES COVERING WAGES,**

**HOURS OF SERVICE, AND WORKING CONDITIONS.**

**Effective May 1, 1982**

**No. 1**

## INDEX

<u>SUBJECT</u>	<u>RULE</u>	<u>PAGE</u>
Abolishing Positions (Standard Form) .....	24	20
<u>Absence:</u>		
On Leave.....	17	12
From Work .....	18	14
Returning From .....	17	12
Absent Without Previous Arrangements.....	18	14
Accident Reports.....	33	28
Adjustment of Rates (Monthly rated employees Regularly assigned to road work) .....	9	6
Aetna Group Policy GP-12000 .....	40	30
Agreement – Printing and Distribution.....	41	30
Allowance of Time for Meals (Overtime Service).....	5	4
Appeals Procedure .....	28,29	25,26
Attending Court.....	13	11
Bereavement Leave.....	12	10
Bulletining New Positions or Vacancies.....	23	16
Call List – Overtime.....	7	6
Call Rule .....	5	4
Camp Cars.....	31	27
Changing Shifts (Pay for) .....	6	5
Claims and Grievances .....	28	25
Classification of Work.....	34	28
Committees.....	30	26
Compensation Adjustment (Monthly Rated Employees Regularly Assigned to Road Work) .....	9	6
Condition of Equipment.....	32	27
Consideration for Promotion to Foreman.....	21	16
Court, Attending.....	13	11
Court Witness for the Railroad .....	13	11
Days and Workdays Immediately Preceding and Following a Holiday.....	10	7
Delivery of Payroll Checks .....	15	12
Dental Benefits.....	40	30
Discipline .....	27	24
Disputes – Jurisdictional .....	36	28
Distribution of Agreement.....	41	30
Distribution of Overtime.....	7	6
<u>Double Time Rate For:</u>		
Work on Second Rest Day .....	5	4
Overtime Service.....	5	4
Drinking Water .....	32	27

<u>SUBJECT</u>	<u>RULE</u>	<u>PAGE</u>
Early Retirement Medical Benefit Plan .....	40	30
Employee Protection.....	32	27
Employee Protection Agreement (9-25-64) .....	Appendix 3	44
<u>Employees:</u>		
Assigned or Called to Work on Holiday.....	5	4
Absent Without Previous Arrangements .....	18	14
Called or Required to Report for Work – Pay For .....	5	4
Establishing Seniority .....	19	14
New.....	22	16
Expenses for Attending Court as Witness for the Railroad .....	13	11
<u>Expenses:</u>		
Road Work, Hourly rated Employees Regularly Assigned	8	6
Road Work, Monthly rated Employees Regularly Assigned	9	6
Failure to Make Previous Arrangements for Return.....	18	14
Filling Vacancies – Pay For.....	16	12
Force Reduction.....	24	18
Foremen – Promotion to .....	21	16
Forfeiting Seniority (Failure to Return to Service).....	24	18
Forty Hour Week.....	2	1
Free Transportation .....	38	29
<u>Furloughed Employees:</u>		
Transportation for Employment Elsewhere .....	26	24
Use of to Perform Relief Work .....	25	22
Furnishing Tools .....	32	27
Future Wage Adjustments (Monthly Rated Employees Regularly Assigned to Road Work) .....	9	6
Grievances and Claims .....	28	25
Health and Welfare Benefits.....	40	30
Hearing – Discipline .....	27	24
Holidays .....	10	7
Holiday Pay – Rate .....	10	7
– Qualifying for .....	10	7
Holiday Work .....	5	4
Hourly Rate (Monthly Rated Employees Regularly Assigned to Road Work).....	9	6
Hours of Service .....	2	1
Ice – Drinking Water.....	32	27
Illness – Return to Duty From.....	17	12
Injuries .....	43	46
- Return to Duty From.....	17	12
Investigation – Discipline.....	27	24

<u>SUBJECT</u>	<u>RULE</u>	<u>PAGE</u>
Jurisdictional Dispute Procedure .....	36	28
Jury Duty Pay .....	14	11
Leave of Absence .....	17	12
Leave of Absence – Bereavement .....	12	10
– Committee Work .....	17	12
Life Insurance, Health/Welfare Benefits .....	40	30
Loss of Seniority – Absence From Work .....	18	14
– Leave of Absence .....	17	12
Lunch Period – Time and Length .....	4	3
– When Paid for (Overtime Service) .....	5	4
– When Paid for (Shifts) .....	4	3
Meals/Lodging .....	8,9	6
Meal times – Any Shift .....	4	3
– Employees Working Overtime .....	5	4
– Pay For (Overtime Service) .....	5	4
– Pay For (Shifts) .....	4	3
Mechanics – (Consideration for Promotion to Foreman) .....	21	16
New Positions/ Vacancies – Bulletining.....	23	16
Off-Track Vehicle Insurance.....	Appendix 4	60
Overtime – Distribution of.....	7	6
<u>Overtime – Pay for:</u>		
Call Work.....	5	4
Changing Shifts .....	6	5
Holiday Service .....	5	4
Rest Day Service.....	5	4
Road Work, Regularly Assigned		
– Hourly Rated Employees.....	5	4
– Monthly Rated Employees .....	9	6
Time Continuous With Bulletined Hours .....	5	4
Time Waiting and Traveling .....	8	6
Paid Lunch Periods.....	4	3
<u>Pay For:</u>		
Attending Court as Witness for the Railroad .....	13	11
Continuous Service After Regular Working Hours .....	5	4
Employees Called or Required to Report.....	5	4
Expenses – Road Work.....	8,9	6
Filling Vacancies .....	16	12
Holidays .....	10	7
Jury Duty .....	14	11
Meal Period – Overtime Service .....	5	4
– Shifts .....	4	3
– Work During.....	4	3

<u>SUBJECT</u>	<u>RULE</u>	<u>PAGE</u>
<u>Pay For (con't):</u>		
Overtime Continuous With Bulletined Hours .....	5	4
Road Work, Regularly Assigned		
– Hourly Rated Employees.....	8	6
– Monthly Rated Employees.....	9	6
Temporary Transfers .....	16	12
Time Waiting and Traveling .....	8	6
Work on Holidays .....	5	4
Work on Rest Days.....	5	4
Vacation .....	39	29
Paying Off .....	15	12
<u>Penalties for:</u>		
Failure to Make Previous Arrangements for Return .....	18	14
Other Employment While on Leave of Absence.....	17	12
Unauthorized Absence from Work .....	18	14
Personal Injury .....	33	28
Positions – Abolishing in Emergency .....	24	18
Printing and Distribution of Agreement.....	41	30
Promotion – To Supervisory or Official Positions.....		
Protection – Of Employees .....	32	27
Provident Group Policy 5000.....	40	30
Qualifying for Holiday Pay .....	10	7
Qualifying for Jury Duty Pay .....	14	11
Rate Adjustment (Monthly Rated Employees		
Regularly Assigned to Road Work).....	9	6
Rate of Pay For – Filling Vacancy .....	16	12
– Holiday Work .....	5	4
– Overtime Service.....	5	4
– Rest Day Work.....	5	4
– Work During Lunch Period .....	4	3
Recall Procedure (Following Reduction in Force).....	24	18
Reduction in Force .....	24	18
Relief Position Assignments – Forty Hour Week .....	2	1
Rest Days – Forty Hour Week.....	2	1
Return from Absence .....	17	12
Return from Leave of Absence.....	17	12
Rosters – Seniority.....	19	14
Rules – Scope.....	1	1
Scope .....	1	1
Second Rest Day – Pay for Work On .....	5	4
<u>Seniority:</u> .....	19	14
Mechanics Promoted to Supervisory/Official Positions ..	21	16
<u>Seniority – Loss of:</u>		
Absence from Work .....	18	14
Failure to Return to Service .....	24	18
Leave of Absence.....	17	12
Restoration Following Discipline .....	27	24



<u>SUBJECT</u>	<u>RULE</u>	<u>PAGE</u>
Shift Changes (Overtime Pay for).....	6	5
Shops – Keeping Clean .....	32	27
Shop Work (Monthly Rated Employees Regularly Assigned to Road Work) .....	9	6
Special Board of Adjustment – (Disputes under 9-25-64 Protective Agreement).....Appendix 3		44
Starting Time of Any Shift .....	4	3
Straight Time Hourly Rate (Monthly Rated Employees Regularly Assigned to Road Work) .....	9	6
Supplemental Sickness Benefits .....	40	30
Supplies, Tools – Furnishing .....	32	27
Temporary Vacancies or Transfers (Employees Sent to Fill) .....	16	12
<u>Time and Length of Lunch Period:</u>		
Overtime Service .....	5	4
Shifts .....	4	3
Time for Meals When Meal Period Worked .....	4	3
Time Limits on Claims.....	28	25
Time Waiting and Traveling.....	8	6
Tools, Furnishing .....	32	27
Transportation, Free .....	38	29
Travelers Group Policy GA-23000.....	40	30
Travelers Group Policy GA-46000.....	40	30
Unauthorized Absence.....	18	14
Union Shop Agreement.....Appendix 2		38
Vacancies – Bulletining .....	23	16
– Rate When Filling .....	16	12
Vacation Agreement .....	Appendix 1	31
Vacations .....	39	29
– Return to Duty From .....	17	12
Wage Adjustments – Future (Monthly Rated Employees Regularly Assigned to Road Work) .....	9	6
Waiting and Traveling Time.....	8	6
Witness in Court for the Railroad.....	13	11
<u>Work:</u>		
During Lunch Period.....	4	3
For Furloughed Employees .....	25	22
On Holidays.....	5	4
On Rest Days.....	5	4
Workdays and Days Immediately Preceding and Following a Holiday .....	10	7
Work Week – Forty Hours .....	2	1

## P R E F A C E

This Agreement No. 1, effective May 1, 1982, is a separate Agreement covering Communications Employees, represented by the International Brotherhood of Electrical Workers, and supersedes for the employees covered hereby rules contained in The Chesapeake and Ohio Railway Company (Chesapeake District) General Agreement covering that class of employees formerly represented by System Federation No. 4, Railway Employees' Department, A.F.L.-C.I.O., Mechanical Section No. 1 thereof, effective July 1, 1921, and as subsequently amended; supplementary agreement covering supplementary rules for employees comparable with the Shop Crafts in the Maintenance of Way, Telegraph, Signal, and Transportation Departments, effective October 16, 1924, and as subsequently amended; and rules contained in The Baltimore and Ohio Railroad Company General Agreement (applicable to the Staten Island Railroad Corporation), covering that class of employees formerly represented by System Federation No. 4, Railway Employees' Department, A.F.L.-C.I.O., Mechanical Section 1 thereof, effective July 1, 1921 and as subsequently amended.

This document constitutes separate agreement by and on behalf of the signatory Organization and each carrier.

For the Employees:

For the Railway Company:

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General Chairman  
International Brotherhood of  
Electrical Workers

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Manager Labor Relations  
The Chesapeake and Ohio Railway Company  
(Chesapeake District)  
The Baltimore and Ohio Railroad Company



## **RULE 1 – SCOPE**

This Agreement covers rates of pay, hours of service, and working conditions of Communications employees represented by the International Brotherhood of Electrical Workers performing the work of the classifications shown by Rule 20 in the maintenance, repair, inspection, installation, and construction of communications facilities as referred to in Rule 34:

## **RULE 2 – THE 40 HOUR WEEK**

- (a) The expressions "positions" and "work" used in this rule refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the workweek of individual employees.
- (b) There shall be established for all employees, subject to the exceptions contained in this rule, a workweek of 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the workweeks may be staggered in accordance with the carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this agreement which follow:
- (c) Five-day Positions – On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
- (d) 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.
- (e) Seven-day Positions – On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- (f) Regular Relief Assignment – All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven-day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

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.

- (g) Deviation from Monday – Friday Week – If in positions of 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 (c), above, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreements.

- (h) Nonconsecutive Rest Days – The typical workweek 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 (d), (e), and (f), the following procedure shall be used:
- 1 - All possible regular relief positions shall be established pursuant to paragraph (f) 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. The parties adopt this as a principle. To implement its accomplishment initially local officers and division or local chairman will endeavor to agree where it should be done.
  - 4 - Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
  - 5 - If the foregoing does not solve the problem, then some of the relief men may be given non-consecutive rest days.
  - 6 - If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
  - 7 - The least desirable solution of the problem would be to work some regular 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 of this agreement.
- (i) 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.
- (j) Beginning of Workweek – The term "workweek" for regularly assigned employee shall mean a week beginning on the first day of which the assignment is bulletined to work.

- (k) Change of Rest Days or Shifts – When the rest days (one or both) or shift or shifts of a position are changed, the position will be bulletined in accordance with Rule 23. The employee holding the position on which the rest days or shift has been changed will remain thereon until the position has been advertised and awarded; whereupon he shall have the privilege of exercising seniority as provided in Rule 24(f).

Employees thus displaced will have the privilege of exercising seniority in the same manner.

### **RULE 3 – HOURS OF SERVICE**

- (a) Eight hours shall constitute a day's work. 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.
- (b) Regularly established daily working hours will not be reduced below eight to avoid making force reductions.
- (c) An employee's time will begin and end at a designated point. For employees with camp cars as headquarters, time will begin and end at camp car or lodging used in lieu of camp cars.

### **RULE 4 – SHIFTS-STARTING TIME-MEAL PERIOD**

- (a) The starting time of the work period of all employees where one shift is employed, or the first shift where two or more shifts are employed, except as otherwise provided shall be between the hours of 6:00 AM and 8:00 AM consistent with the requirements of the service.
- (b) Employees working single shifts, regularly assigned exclusively to part day and part night service, will start work period between 3:00 PM and 6:00 PM.
- (c) Employees working single shifts regularly assigned exclusively to night service, will start work period between 6:00 PM and 9:00 PM.
- (d) For operations necessitating regular working period varying from these fixed for the general force, a working period will be assigned in accordance with the requirements subject to mutual agreement with the General Chairman.
- (e) Unless otherwise agreed upon, the meal period shall not be less than thirty (30) minutes, nor more than one (1) hour, and shall be consistent with the requirements of the service.
- (f) Where three shifts are employed, employees may be assigned to shifts of eight (8) hours, including an allowance of twenty (20) minutes for lunch.

- (g) The meal period will be between the end of the fourth hour and the beginning of the seventh hour after starting work, unless otherwise agreed upon. If the meal period is not afforded within such allowed or agreed time limit, and is worked, it will be paid for and thirty (30) minutes for lunch allowed at the first opportunity, for which no pay will be allowed. This does not apply where employees are allowed the twenty (20) minutes for lunch as set forth in (f) above.
- (h) Wherever the meal period is specified in these rules, it shall be the period between the time work is stopped and the time work is resumed and shall include the time traveling from and returning to the actual working place.

#### **RULE 5 – OVERTIME**

- (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) For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis. For forty minutes or less continuous service after bulletin hours, one hour straight time will be allowed.
- (c) 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.
- (d) An employee will not be required to work more than two hours beyond the end of his regular tour without being given opportunity to eat. Opportunity to eat at reasonable intervals thereafter will be afforded. Not to exceed 30 minutes for eating will be afforded in such cases, will be paid for, and will not terminate the continuous service period.
- (e) Employees called or required to report for work and reporting, will be allowed a minimum of four (4) straight time hours for two (2) hours and forty (40) minutes or less. If held on duty in excess of two (2) hours and forty (40) minutes, time and one-half will be allowed on a minute basis.
- (f) Except as otherwise provided for in this rule, all overtime beyond the sixteen (16) hours' service in twenty-four hour period, computed from starting time of employee's regular shift, shall be paid for at rate of double time until relieved, provided that an employee who is relieved after working beyond sixteen (16) hours, but elects to continue to work his regular shift, or the remainder of his regular shift, shall be paid at the regular rate applicable to his regular shift for any part of his shift worked after relieved.
- (g) Work performed on the following legal holidays, namely, New Year's Day, Washington's Birthday, Good Friday, Decoration Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve 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.

- (h) Employees worked more than five days in a workweek shall be paid one and one-half times the basic straight time rate for work on the sixth day of their workweek, 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 "h" of Rule 2. Service performed by a regularly assigned employee on the second rest day of his assignment shall be paid at double the basic straight time rate provided he has worked all the hours of his assignment in that workweek and has worked on the first rest day of his workweek, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions hereof.
- (i) Employees called or notified to report on their assigned rest days to fill vacancies or to augment the force will be paid under paragraph (e) of this Rule.
- (j) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 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 computation leading to overtime.
- (k) Employees who have worked overtime shall not be laid off during their regular working hours to equalize the time.
- (l) No overtime will be worked without authority of a superior officer, except, in cases of emergency, when advance authority is not obtainable.
- (m) The following will govern with respect to paying third shift employees for holiday service:
  - 1. Pay third shift which begins at the close of the second shift, the day preceding a holiday, pro rata time for time worked.
  - 2. Pay third shift which begins at close of second shift, holidays, rate and one-half for time worked.

#### **RULE 6 – OVERTIME CHANGING SHIFTS**

(a) Except as provided in paragraph (b) of this rule, employees changed from one shift to another will be paid overtime for the first shift of each change. Employees working two (2) 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 or in an exercise of seniority.

(b) An employee holding a relief assignment will not be paid overtime rates for changing shifts to perform the work on the shifts included in his assignment. If such employee is required to change shifts for any other reason, this exception shall not apply to such other shift changes.

## **RULE 7 – DISTRIBUTION OF OVERTIME**

- (a) Employees who have worked overtime will not be laid off during regular working hours to equalize the time.
- (b) Record will be kept of overtime worked with the purpose in view of distributing the overtime equally.

## **RULE 8 – TRAVEL TIME**

- (a) 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:
- (b) Straight time for all hours traveling and waiting (except rest days and holidays when time and one-half time will be paid), 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.
- (c) Employees traveling in camp cars by instructions of the management will be paid straight time for time traveling (including rest days and holidays) between 7:00 A.M. and 7:00 P.M., and one-half straight time rate for time traveling between 7:00 P.M. and 7:00 A.M. (including rest days and holidays). Where camp cars are at terminal or station points six hours or more, such time at terminals or stations will not be paid for as traveling, but this shall not operate to prevent payment of eight straight time hours for the regularly assigned work hours on any day exclusive of travel time payments outside the regular work hours.

## **RULE 9 – MONTHLY RATE**

- (a) Employees regularly assigned to perform road work and paid on a monthly basis shall be paid rates as follows:

Mechanics.....\$2,240.76  
(Basic rate 4-1-82)

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

- (b) Such employees will be assigned one regular rest day per week, Sunday if possible. If called or required to report for work on such assigned rest day, Rules 5 and 8 (a) or (b) for work and travel time shall apply to such service. Ordinary maintenance or construction work not heretofore required on Sundays or holidays will not be required on the sixth day of the work week or on holidays, but the monthly rate herein provided will compensate for all other service rendered on such sixth day or holidays. Overtime herein provided for the seventh day shall apply from midnight of the sixth day to midnight of the seventh day.

- (c) The straight time hourly rate for such employees shall be determined by dividing the monthly rate by 213 hours. Future wage adjustments shall be applied on this basis.
- (d) 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 assignment.
- (e) Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.
- (f) 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 10 – HOLIDAYS**

Section 1. Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

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

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, 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 the holiday 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 the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, 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. Eliminated.

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.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

- (i) Compensation for service paid by the 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, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the workday preceding and the workday following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

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

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

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



Section 4. Eliminated.

Section 5.

(a) Eliminated.

(b) Eliminated.

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

(d) Except as provided in this Section 5, existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

Section 6. Eliminated

Section 7. When any of the ten recognized holidays enumerated in Section 1 above, or any day which by agreement, or by law or proclamation of the state or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

#### **RULE 11 – PERSONAL LEAVE**

(a) A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

(b) Personal leave days provided in paragraph (a) may be taken upon 48 hours' advance notice from the employee to the proper carrier officer provided, however, such days may be taken only when consistent with the requirements of the carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

(c) Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(d) The personal leave days provided in paragraph (a) shall be forfeited if not taken during each calendar year. The carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The carrier will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

## **RULE 12 – BEREAVEMENT LEAVE**

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

The following will govern in the application of this rule:

- (1) An employee will have the following options in deciding when to take bereavement leave:
  - (a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
  - (b) three consecutive calendar days, ending the day of the funeral service; or
  - (c) three consecutive calendar days, ending the day following the funeral service.
- (2) Three days will be allowed for each separate death; however, there will be no pyramiding where a second death occurs within the three-day period covered by the first death.

**Example:** Employee has a workweek of Monday to Friday – off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday and Friday.

- (3) An employee will be entitled to bereavement leave in connection with the death of a half-brother or half-sister but, will not be entitled to such leave in connection with the death of a stepbrother or stepsister, stepparents or stepchildren; however, the rule will be applicable to a family relationship covered by the rule through the legal adoption process.

## **RULE 13 – ATTENDING COURT**

When attending court as witnesses for the railroad, employees will receive pay for all time lost at home station, with a minimum of eight hours' time each workday, and eight hours at time and one-half for rest days and holidays, either at home station, away from home, or traveling. Time and one-half will be paid for traveling during overtime hours where employees are unable to secure sleeping car accommodations. Actual expenses will be allowed when away from home station, and necessary expenses will be allowed when at home. When necessary, the Company will furnish transportation and will be entitled to certificate for witness fees in all cases.

## **RULE 14 – JURY DUTY**

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

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

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

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

(4) When an employee is excused from railroad service account of jury duty the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

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

(a) ends within four hours of the start of his assignment; or

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

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

### **Understanding –**

(1) So far as concerns qualification for vacations under the Vacation Agreement of December 17, 1941, as amended, an employee who is paid for actual time lost under this rule will be regarded as rendering compensated service on each day for which such pay accrues.

(2) If an employee does not render compensated service or receive vacation pay in a month in which pay under this rule accrues, the railroad will nevertheless make such payments as are required under the national health and welfare agreement and national dental plan on the same basis as if he had rendered compensated service.

#### **RULE 15 – PAYING OFF**

(a) Employees will be paid off during their regular working hours, bi-weekly, except where existing state laws provide a more desirable paying-off condition.

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

(c) 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.

(d) Employees leaving the service of the Company will be given a time voucher as promptly as possible.

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

#### **RULE 16 – FILLING PLACE OF ANOTHER EMPLOYEE**

When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate of pay, but if required to fill temporarily the place of another employee receiving a lower rate his rate will not be changed. Relief employees shall be paid the rate of the job to which assigned on any day.

#### **RULE 17 – LEAVE OF ABSENCE**

(a) When the requirements of 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 therefore 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.

(c) An employee returning from absence due to sickness, injury or vacation may:

- (1) return to the last regularly assigned position held provided it has not been abolished, or senior employee has not exercised displacement rights thereon; or
- (2) exercise seniority rights on any position bulletined during such absence, it being understood that an employee working any part of the bulletin period will not be eligible to exercise seniority under this section; or
- (3) exercise seniority rights over junior employees provided his last regularly assigned position has been abolished or is occupied by a senior employee as a result of exercising displacement rights thereon.
- (4) The returning employee will exercise a choice of 1, 2 or 3 above within 24 hours after return to work or be assigned by management to an existing vacancy for which qualified or be forced to displace the junior mechanic of the craft or class holding an assignment for which the returning employee is qualified, seniority being sufficient.
- (5) Employees displaced by employees returning from absences covered by this rule and employees subsequently displaced will, without expense to the Carrier, revert to their former positions unless they have been displaced by a senior employee during their absence from their former positions or their positions have been abolished, in which event they will be permitted to exercise seniority.

(d) An employee returning from leave of absence under this rule, except as provided in paragraph (f) below, will be allowed to displace only the junior mechanic of the craft or class holding an assignment for which the returning employee is qualified, seniority being sufficient. Employees displaced by employees returning from leave will, without expense to the Carrier, revert to their former positions unless they have been displaced by a senior employee during their absence from their former positions or their former positions have been abolished, in which event they will be permitted to exercise seniority.

(e) An employee granted a leave of absence to engage in other employment will not be allowed to voluntarily cancel such leave; however, in the event the service of the employee is required, the Carrier may cancel such leave with seven (7) calendar days' notice to the employee.

(f) It is understood that the seniority of employees accepting a full time position with their respective labor organization is protected by the rules of the Agreement; therefore, written leave of absence will not be required so long as the employee remains in such full time service of the labor organization. In the event an employee returns to Company service from a full time position with a labor organization, such employee will be permitted to take any position to which seniority entitles him.

## **RULE 18 – ABSENCE FROM WORK**

(a) 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 either by telephone, messenger, or United States mail. Employees absenting themselves for fifteen (15) days without notifying Management shall be considered as out of service and dropped from rolls and seniority roster.

(b) Any employee who is absent from work for any cause and has not arranged for a definite time to resume duty, will not be permitted to go to work except on approval of ranking officer, unless he gives his foreman notice of his intention to report for duty at least one hour before the expiration of the regular quitting time of the shift on which he is employed, on the day previous to the day on which he intends to report for work.

When unable to comply with the above provisions, the employee must give a reasonable excuse for his inability to do so, to the ranking officer, before being allowed to return to work.

## **RULE 19 – SENIORITY**

- (a) Seniority will begin on the first date of compensated service after awarded a bulletin position subject to provisions of Rule 23, on a particular roster. Employees temporarily filling vacancies will not establish seniority in another classification by such assignment.
- (b) Seniority rosters for each group as defined in Rule 20 will continue to be prepared as in the past and the seniority rights of employees shall extend over the entire Chesapeake District on The Chesapeake and Ohio Railway Company and over the entire system on The Baltimore and Ohio Railroad Company. Seniority rosters, showing name, I.D. number and seniority of employees, will be furnished to employee representatives and made accessible to all employees.
- (c) Rosters will be revised and posted in January of each year and will be open to protest for a period of sixty (60) days from date furnished to employee representatives. Upon presentation of proof of error by an employee or his representative, such error will be corrected. Except to correct typographical errors, the 60-day period referred to in the preceding paragraph will be invoked only in the case of employees whose names appear on the roster for the first time. If any questions should arise as to the proper date of any employee whose name has appeared on a previous roster, it will be changed only by mutual agreement between appropriate General Chairman and the appropriate Labor Relations officer.
- (d) If new hirees establish seniority on the same date and starting time, their seniority ranking will be determined by the alphabetical order of their names, their date of birth (oldest first), subject to the following qualifications:

1. As between a new hiree and any employee (furloughed or working) transferring from another craft or seniority district of the Carrier and establishing seniority at the time on the same date and starting time, preference in seniority ranking will be given the employee who is transferring.
2. As between a new hiree and an employee hired (or rehired) with previous railroad experience establishing seniority on the same date, preference in seniority ranking will be given the employee with previous railroad experience.

## **RULE 20 – CLASSIFICATIONS**

Employees engaged in communications work covered hereby will be divided into general seniority groups, as follows:

- (a) The Chesapeake and Ohio Railway Company (Chesapeake District):
  1. Communication electronic maintainers group.  
Electronic Maintainer – An employee assigned to installing, maintaining and repairing electronic communications equipment. Employees of this classification are required to have proper Federal licenses.
  2. Communication linemen group.
    - (A) Station Lineman – An employee assigned to installing, maintaining and repairing inside and outside communications plant facilities.
    - (B) Communication Lineman – An employee assigned to outside plant and pole line construction and maintenance work.
- (b) The Baltimore and Ohio Railroad Company:
  1. Telephone Maintainer.
  2. Communications Control Center Technician (Baltimore, Maryland)
- (c) Classifications of positions as defined in paragraph (a), Sections 1 and 2, of this rule are designed as a guide in the assignment of work covered by this agreement. Classification of individual positions will be determined by work requirements and the preponderant duties of the assignment, in line with the above classifications, but this does not preclude the use of an employee of any classification to perform any communications work covered by this agreement for which he is qualified and when necessary licensed to perform.

## **RULE 21 – PROMOTIONS AND TRANSFERS**

(a) Employees in service will be given consideration for promotion to positions, outside the scope of this agreement, relating to their respective crafts.

(b) Employees promoted to official or supervisory positions of the railroad will retain their seniority rights.

(c) When returned to a schedule position such employee may, within thirty (30) days of date of leaving the official position, exercise his seniority by displacing the youngest assigned employees in the class to which he returns and in which he holds seniority, seniority being sufficient. In case he fails to exercise his seniority within the thirty (30) day period, he will forfeit seniority under this agreement. Employees so displaced may exercise seniority under the provisions of Rule 24(f).

## **RULE 22 – NEW EMPLOYEES**

An employee who has been in the service of the railroad sixty (60) workdays shall not be dismissed for incompetency nor shall an employee be suspended or dismissed for any cause without first being given a hearing as provided for in Rule 27.

## **RULE 23 – BULLETINING NEW POSITIONS OR VACANCIES**

(a) New positions or vacancies will be bulletined, with a copy to the General Chairman, within thirty (30) calendar days previous to or following the dates such vacancies occur, except that temporary vacancies need not be bulletined until the expiration of thirty (30) calendar days from date such vacancies occur.

(b) Promotions to new positions or to fill vacancies will be made after bulletin notice has been posted for a period of ten (10) calendar days at the headquarters of the gangs or employees entitled to consideration in filling the positions, during which time employees may file their applications with the official whose name appears on the bulletin, with a copy to the General Chairman. When applications are received from qualified employees, the appointment will be made within ten (10) days from the closing date of the bulletin and the name of the senior qualified applicant will then be announced with a copy to the General Chairman. Employees awarded a bulletin assignment will be transferred to such position within thirty (30) days following the date the bulletin is awarded. If not so transferred, the successful applicant will be allowed the rate of the new assignment, if higher. New positions or vacancies may be filled temporarily during bulletin and assignment periods, pending permanent appointment.

(c) An employee voluntarily leaving his assigned position will not be permitted to return to the position which he has vacated except upon a subsequent vacancy. In the event that there are no applicants for the position the junior unassigned man in the class in which the vacancy occurs may be assigned.



(d) Employee awarded a bulletined position who after 60 days (which can be waived by mutual agreement) fails to qualify on the new position may return to his former position unless said position has been abolished or the position is held by a senior employee in which case he shall exercise seniority under Rule 24(f). Employees displaced thereby may exercise seniority in a similar manner.

(e) Employees accepting positions in the exercise of their seniority rights will do so without causing extra expense to the railroad.

(f) When a position on the Chesapeake and Ohio roster of Communication Electronic Maintainers is bulletined as provided in paragraph (a) of this rule, employees covered by this agreement will be given prior rights in the following sequence in filling such position, subject to other provisions of this agreement:

- First – Employees holding seniority on that roster.
- Second – Employees holding seniority on the C&O "Communication Linemen" roster.

(g) When a position on the Chesapeake and Ohio roster of "Communication Lineman" is bulletined as provided in paragraph (a) of this rule, employees covered by this agreement will be given prior rights in following sequence in filling such positions, subject to other provisions of this agreement:

- First – Employees holding seniority on that roster.
- Second – Employees holding seniority on the C&O "Communications Electronic Maintainers" roster.

(h) On The Chesapeake and Ohio Railway, Communication Electronic Maintainers or Communication Linemen establishing seniority in the other classification pursuant to Rule 19, will continue to retain and accumulate seniority on both rosters.

(i) Employees assigned to or awarded a temporary position will, when released, return to their regular assignment unless they have bid on and been awarded another regular position while on such temporary service, or their positions have been abolished or they have been displaced from their regular assignment while performing such temporary service by a senior employee under Rule 24(f).

(j) **STANDARD BULLETIN FORM**

Bulletin No. \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_, 19\_\_\_\_  
(Place) (Date)

The following position is hereby advertised for bids. Employees desiring to bid for the position will make written application to the supervisor in charge, with copy of his bid to the local chairman, or his representatives.

Bids will be received from \_\_\_\_\_ to \_\_\_\_\_  
(Time)  
\_\_\_\_\_, inclusive.  
(Date)

Title of Position \_\_\_\_\_

Location and Shift \_\_\_\_\_

Days of Assignment \_\_\_\_\_

Permanent or Temporary \_\_\_\_\_

Rate of Pay \_\_\_\_\_

Work consists in general of (major duties of position):

\_\_\_\_\_

\_\_\_\_\_  
(Supervisor in Charge)

**RULE 24 – REDUCTION IN FORCE OR ABOLISHING POSITIONS**

(a) When it becomes necessary to reduce expenses, the forces shall be reduced, seniority as per Rule 19 to govern; and employees affected to take the rate of the job to which they are assigned.

(b) (1) Not less than five working days' advance notice will be given before forces are reduced or positions abolished.

(2) Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (b)(3) below, provided that such conditions result in suspension

of a carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for his position.

(3) Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of a carrier's operations in whole or in part is due to a labor dispute between said carrier and any of its employees.

(c) Reduction in hours will not be made in lieu of reduction in forces.

(d) Furloughed employees desiring reemployment in the restoration of forces shall keep the local management and the local committee notified of their immediate address.

(e) In the restoration of forces, senior laid-off men will be given preference in returning to service, if available within 15 days. Employees will be recalled using the following procedure:

#### **RECALL PROCEDURE**

1. On recall, send the employee a recall letter as shown below via CERTIFIED MAIL-RETURN RECEIPT REQUESTED to the last address on file with the Company, with copy to the General Chairman advising that the employee is recalled to service and that he should report to a specified location at a designated time and date.
2. Should the employee fail to notify the recalling officer of his intentions or fail to return to service within fifteen (15) days from receipt of such recall notice, his name will be removed from the seniority roster on which recalled and the employee notified accordingly by mail in accordance with the form below.
3. If an employee or the General Chairman of the Craft subsequently contends that his name was removed from the roster improperly, a hearing will be held, with the Organization notified in advance thereof, to develop the full facts and make determination as to the merits of the employee's contention.

(f) The exercise of seniority to displace junior employees, which practice is usually termed "rolling or bumping", will be permitted only when forces are adjusted or reduced or when the headquarters point of an assignment is changed, in which case the employee affected may, within ten (10) days, displace any junior employee in the same classification.

An employee losing a position through no fault of his own will exercise seniority on position held by any junior employee in his class. The junior employee thus displaced will be privileged to exercise seniority to a position held by a junior employee in his class; and if there are no such employees, to a position held by any junior employee in the next lower class.

When headquarters of a position are changed, the regularly assigned employee on such position will retain his rights to such position if desired, or may, at his option, elect to give up such assignment and exercise his seniority in the same manner as if position were abolished.

(g) The Railroad Company will not be required to pay punitive rate or be put to any additional expense due to employees changing shifts or positions under this rule.

(h) Except in cases of emergency force reductions as covered by Section (b)(2) and (b)(3) of this rule, the following STANDARD FORM will be used to notify all concerned of position abolishments and force reductions.

**STANDARD FORM TO BE USED WHEN  
ABOLISHING POSITIONS AND REDUCING FORCES**

\_\_\_\_\_  
Location

\_\_\_\_\_  
Date

To all Concerned:

The following position(s) will be abolished. Employees whose positions are abolished will be governed by the provisions of Rule 7:

_____ Title of Position	_____ Incumbent
Effective: _____ Time	_____ Date
	_____ Supervisor in Charge

cc: General Chairman

(i) Positions abolished in accordance with the emergency provision of Section (b) of this rule will not have to be bulletined under the provisions of this agreement when reestablished. Employees furloughed under the emergency provision and employees disturbed by such position abolishments will return to their former positions when the emergency condition no longer exists.

(j) In the event of temporary furloughs of specified duration, not to exceed thirty (30) calendar days, positions abolished will not have to be bulletined under the provisions of this agreement when reestablished. Employees furloughed under this provision and employees disturbed by such position abolishments will return to their former positions held prior to the furlough.

**RECALL LETTER**

(Mail in Duplicate)

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**CERTIFIED MAIL – RETURN RECEIPT REQUESTED**

\_\_\_\_\_  
Location

\_\_\_\_\_  
Date

Mr. \_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

You are hereby recalled for work as \_\_\_\_\_ (Position) \_\_\_\_\_ at  
\_\_\_\_\_ (Location) \_\_\_\_\_ in accordance with the rules of your agreement. You are  
to report for service at \_\_\_\_\_ (Time) \_\_\_\_\_, \_\_\_\_\_ (Day) \_\_\_\_\_, \_\_\_\_\_ (Date) \_\_\_\_\_.

In accordance with your rules agreement, unless you return to work or furnish a satisfactory explanation for your absence within fifteen (15) days from the date of receipt hereof, your name will be removed from the seniority roster on which recalled.

If you desire your record to indicate that you resigned from the Railroad Company rather than forfeited seniority for failure to return to service on recall, please sign in the space provided below and return a signed copy of this letter in the enclosed preaddressed, postpaid envelope in order that our records may be complete.

Very truly yours,

\_\_\_\_\_  
(Recalling Officer)

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I hereby resign from the service of the Railroad Company covered by the roster on which recalled above.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Date)

---

cc: \_\_\_\_\_, General Chairman

\_\_\_\_\_  
(Organization)

**NOTICE TO EMPLOYEE OF FAILURE TO RETURN TO SERVICE  
ON RECALL AND NOTICE OF FORFEITURE OF SENIORITY**

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\_\_\_\_\_  
Location

\_\_\_\_\_  
Date

Mr. \_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

By letter dated     (Date)    , you were recalled for work as     (Position)      
    (Location)     in accordance with the rules of your agreement. You were to arrange to report  
for service at     (Time)    ,     (Day)    ,     (Date)    .

Since you have failed to respond to recall or furnish a satisfactory explanation for  
your absence, your name has been removed from the seniority roster on which recalled.

Very truly yours,

\_\_\_\_\_  
    (Recalling Officer)    

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**RULE 25 – USE OF FURLOUGHED EMPLOYEES  
TO PERFORM RELIEF WORK**

(a) 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 (b) 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.

(b) 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 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 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.

(c) Furloughed employees who have indicated their desire to participate in such 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** 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 therefore arises.

#### Understanding

(1) Employees covered by this agreement who are furloughed and make request for work under Rule 25 of the agreement will, when used, be subject to the following:

(a) Will not be considered available for service when they will be starting a second tour of duty within the same workday. A workday as used herein shall be a 24-hour period beginning with the starting time of the first shift.

(b) Will not be considered available for service when they will be working in excess of forty (40) straight time hours within a workweek. The term workweek will begin with the starting time of the first shift on Wednesday.

(c) Will not be considered available when they have not been off duty for one shift.

(2) Positions which are filled hereunder will be filled on a day-to-day basis.

(3) This Understanding may be cancelled upon thirty (30) days' written notice, either party to the other.

## **RULE 26**

Transportation, Furloughed Employees Seeking Employment Elsewhere.

Employees laid off on account of reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished with a pass on passenger trains operated by The Baltimore and Ohio Railroad Company; also on trains operated by National Railroad Passenger Corporation (Amtrak) to the extent permitted by rules and regulations of the National Railroad Passenger Corporation.

## **RULE 27 – DISCIPLINE**

- (a) No employee shall be disciplined without a fair hearing by designated officers of the Carrier. 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 duly authorized representative will be apprised in writing of the precise charge against him and he shall have reasonable opportunity to secure the presence of necessary witnesses, and shall have the right to be represented by the duly authorized representative as defined in Rule 29. 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 his net wage loss, if any, resulting from said suspension or dismissal.
- (b) Stenographic report will be taken of hearing under this rule. The employee involved and the duly authorized representative shall each be furnished a copy.
- (c) All hearings should be conducted in an orderly manner with due regard for fundamental parliamentary rules. The questioning should be confined strictly to the matter involved.
- (d) The term "hearing" as used herein is understood to cover hearings or investigations, which terms are considered synonymous for purpose of application of this rule.
- (e) In the event an employee is returned to service with seniority unimpaired after being disciplined, he shall return to the last position held prior to the discipline unless that position has been abolished or a senior employee has displaced thereon under Rule 24(f). In that event, the returning employee shall be allowed to take any position to which his seniority would entitle him.
- (f) An employee who has been in the service of the Railroad sixty (60) workdays or more shall not be dismissed except in accordance with the above.



## **RULE 28 – CLAIMS AND GRIEVANCES**

Should any employee, subject to this agreement, believe he has been unjustly dealt with, or any provisions of this agreement have been violated, the case shall be handled as follows:

(a) All claims or grievances shall be handled as follows:

1. 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 entitled, 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.

2. 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 the 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, or to and including the highest officer of the Carrier designated for that purpose.
3. 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.

(b) 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.

- (c) 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.
- (d) 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.
- (e) This rule shall not apply to requests for leniency.
- (f) All conferences between the local officials and the local committee will be held during the regular working hours of the first shift without wage loss to committeemen or other employee representation.

#### **RULE 29 – APPEALS**

- (a) Should the highest designated railroad official, or his duly authorized representative, and the duly authorized representative of the employees, as provided below, fail to agree, the case shall then be handled in accordance with the Railway Labor Act.
- (b) 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 employees.
- (c) Where the term "duly authorized representative" or the term "local committee" appears in Rules 27 and 28, it shall be understood to mean a "representative" or "committeeman" duly elected or appointed to represent employees of his craft or class.

**NOTE -** Neither Rules 27, 28 nor 29 obligates 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 case personally. The effect of these rules, when an individual employee presents his own grievance or case personally, is to require that the duly authorized representative as defined above 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 30 – COMMITTEE WORK**

The Company will in no way discriminate against employees or any committee of employees who are, from time to time, selected to represent their respective crafts. Local and general committees will be granted leave of absence when selected to represent other employees.

## **RULE 31 – CAMP CARS**

- (a) Outfit cars will consist of bunk, recreation, toilet and shower facilities.
- (b) When outfit cars or cooks are not furnished by the Carrier, actual necessary expenses will be allowed each employee.
- (c) Blankets, pillows and mattresses will be furnished and laundered when needed, by the Company.
- (d) Electric lights will be installed and maintained as part of the camp equipment.
- (e) Cooks and necessary cooking and eating equipment, when furnished, will be furnished by the Management.

## **RULE 32 – PROTECTION OF EMPLOYEES AND CONDITION OF EQUIPMENT**

- (a) The Management with the cooperation of the employees, will keep outfit cars in a clean and sanitary condition and all machinery and tools in a safe working condition.
- (b) At shops and in outfits, cold drinking water will be furnished, together with sanitary drinking fountains or drinking cups. The Management, with the cooperation of the employees, will keep the floors, lockers, toilets, wash and recreation rooms of boarding and all other outfit cars in a clean, dry and sanitary condition.
- (c) When an employee is required to work on a ladder which is placed on a slippery floor, or a passage where other employees travel or where material is transported the ladder will be guarded by an available employee upon request of the employee who is using the ladder.
- (d) No signs will be permitted on poles when such signs could cause injury to an employee while working on such pole.
- (e) No employee will be required to work under a locomotive or car without being properly protected.
- (f) Employees will not be required to ride in open trucks in cold or wet weather.
- (g) Motor cars, when provided, will be equipped with serviceable headlights, cushions, tops and windshields suitable to the needs and protection of the employees.
- (h) The Company will furnish tool belts, safety straps, climbers and such special tools and instruments as may be required.
- (i) The Carrier will provide the necessary protective devices used in connection with line work suitable for the safety of employees.

### **RULE 33 – PERSONAL INJURIES**

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. A copy of the accident report may be retained by the employee. 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. Personal injury claims will not be handled under the provisions of Rules 28 and 29.

### **RULE 34 – CLASSIFICATION OF WORK**

This rule will apply to the respective classes of employees specified in Rule 20 and will govern the work jurisdiction of employees covered by this Agreement, covering all inspecting, installing, removing, splicing, repairing, maintaining, adjusting, wiring, cleaning, lubricating and testing of:

All communication pole lines, wires, insulators, cables, crossarms, braces, anchors, guy wires and appurtenances thereto; all communication wiring, conduit, cables, wave-guides, antennae, metallic or fiber, lead, rubber, plastic or any other type of cable and related apparatus; all telephone and telegraph equipment, public address systems, talk back speaker systems and related apparatus, industrial closed circuit television systems, carrier transmitters, receivers, repeaters and related apparatus used for communication, micro-wave transmitters, receivers, repeaters and related apparatus used for communication, multiplexing equipment used with these carrier or micro-wave systems, stationary and/or mobile radio transmitters, receivers and related apparatus used for communication, telephone dial and message switching systems and related apparatus, train dispatchers communication systems and related apparatus, centralized radio control systems and related apparatus, marine radio equipment and related apparatus, wave guide dehydrator equipment, alarm systems, batteries, chargers, bells, buzzers, magnetos, meters, controls, rheostats and transformers used in connection with the work set forth in this classification, inter-office communication systems, telephone repeaters and related apparatus, communication consoles and related apparatus, patch panels, switchboards, as well as all other work generally recognized as Communication Workers work.

### **RULE 35 – LEAD MECHANICS**

Mechanics employed as such and paid a rate in excess of the minimum, and who do a limited amount of supervising, are not prohibited from performing work of the trade when not engaged in supervising.

### **RULE 36**

(a) On The Baltimore and Ohio Railroad, where communications facilities on cars or engines are involved, the past division of such work as between employees covered hereby in the Communications Department and employees in the Maintenance of Equipment Department shall be continued.

However, in making tests or checks to determine the location of trouble, either group of employees may do such testing or checking as is necessary to run down the trouble; provided that is such work requires an employee licensed under FCC regulations to do it, a Communications Department employee covered hereby will be used. If repairs are then necessary, such repair work shall be performed by the two groups according to prior division of such work.

(b) On The Chesapeake and Ohio Railway (Chesapeake District), division of work between Mechanical Department Electricians and Communications Department employees will be governed by the June 29, 1962 Memorandum of Agreement, shown in Appendix 5 of this agreement.

(c) The Jurisdictional Disputes Procedure in effect on The Chesapeake and Ohio Railway Company (Chesapeake District) as shown in Supplement No. 6 of the C&O General Agreement, and on The Baltimore and Ohio Railroad Company, as shown in Appendix 10 of the B&O General Agreement, will be applicable on the respective carriers in the event of a dispute concerning work jurisdiction involving the International Brotherhood of Electrical Workers and any of the other Organizations party to the referred to Jurisdictional Disputes Procedures.

#### **RULE 37**

Where experienced groundmen are available, they will be employed in preference to inexperienced men.

#### **RULE 38 – PASSES**

Employees and those dependent upon them will be given the same consideration in granting free transportation as is granted other employees in the service.

#### **RULE 39 – VACATION**

Vacations with pay will be granted to employees covered by this agreement under and in accordance with the terms and provisions of the Vacation Agreement dated Chicago, Illinois, December 17, 1941, and Supplemental Agreements dated February 23, 1945, August 21, 1954, August 19, 1960, November 20, 1964, February 4, 1965, September 27, 1967, September 2, 1969 and October 7, 1971 for all crafts. The provisions of these agreements which are applicable to employees covered by this agreement are shown in Appendix 2 of this agreement.

## **RULE 40**

All National Agreements and agreed-upon interpretations thereto, including agreements covering Hospital, Surgical and Life Insurance Benefits in accordance with provisions of Travelers Group Policy Contract GA-23000, Supplemental Sickness Benefits in accordance with provisions of Provident Group Policy 5000, Dental Benefits in accordance with provisions of Aetna Group Policy GP-12000, and the early Retirement Major Medical Expense benefit Plan in accordance with Travelers Group Policy GA-46000, will remain in full force and effect until changed in accordance with the provisions of the Railway Labor Act.

## **RULE 41 –**

### **Distribution of Agreement.**

This agreement shall be printed by the Railroad, and each employee affected thereby shall be provided with a copy on request.

## **RULE 42 – DATE EFFECTIVE AND CHANGES**

This agreement shall supersede and be substituted for existing general and/or local agreements which have previously governed employees within the Scope of this agreement, and shall become effective May 1, 1982.

Should the parties to this agreement desire to change or modify this agreement, written notice, showing the proposed changes, will be served in accordance with the provisions of the Railway Labor Act, as amended, and conference will be held in accordance with the provisions of that Act.

FOR THE EMPLOYEES:

FOR THE RAILWAY COMPANY:

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General Chairman, International  
Brotherhood of Electrical Workers

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Manager – Labor Relations  
The Chesapeake and Ohio  
Railway Company  
The Baltimore and Ohio  
Railroad Company

**APPENDIX I**

**VACATION AGREEMENT**

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**ARTICLES OF AGREEMENT**

**Article i. (Revised Effective January 1, 1982)**

(a) Effective with the calendar year 1973, 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 1973, 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 two (2) 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 two (2) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1982, 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 eight (8) 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 eight (8) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1982, 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 seventeen (17) 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 seventeen (17) of such years, not necessarily consecutive.

(e) Effective with the calendar year 1973, an annual vacation of twenty-five (25) 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-five (25) 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-five (25) of such years, not necessarily consecutive.

(f) Paragraphs (a), (b), (c), (d) and (e) 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, four or five work weeks.

(g) 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.

(h) 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.

(i) In instances where employees who have become members of the Armed Forces of the United States return to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, the time spent by such employees in the Armed Forces subsequent to their employment by the employing carrier 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.

(j) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service had rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (l) hereof.

(k) In instances where an employee who has become a member of the Armed Forces of the United States returns to the service of the employing carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if he had combined for qualifying purposes days on which he



was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such length as he could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (l) hereof.

(l) 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.

### **Article 2. (Revised effective January 1, 1976)**

An employee's vacation period will not be extended by reason of any of the eight recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any holiday which by local agreement has been substituted therefor, falling within his vacation period.

Article 2 is further amended, effective January 1, 1973, to change the reference to "eight recognized holidays" to "nine recognized holidays" and add Veterans Day to the holidays named.

Article 2 is further amended, effective January 1, 1976, to change the reference to "nine recognized holidays" to "ten recognized holidays" and add Christmas Eve (the day before Christmas is observed) to the holidays named.

### **Article 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.

### **Article 4.**

(a) Vacation may be taken from January 1<sup>st</sup> to December 31<sup>st</sup> 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 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 representatives of the Carrier will cooperate in the assignment of remaining forces.

#### **Article 5.**

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) 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 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.

#### **Article 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.

#### **Article 7.**

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 paid a weekly or monthly rate shall have no deductions made from his compensation on account of vacation allowances made pursuant to this Agreement.

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

(e) An employee not covered by Sections (a), (b), (c), or (d) of this article 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.

#### **Article 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, 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 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.

#### **Article 9.**

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

#### **Article 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 percent 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.

### **Article 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.

### **Article 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, effort will be made to observe the principle of seniority.

(d) 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.

### **Article 13.**

The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the 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.

### **Article 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 article 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 article fails to dispose of any dispute or controversy.

#### **Article 15.**

Except as otherwise provided herein this Agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

## APPENDIX 2

### UNION SHOP AGREEMENT

#### **Section 1.**

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

#### **Section 2.**

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

#### **Section 3.**

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreements, or who, for a period of thirty days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment, or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organizations representing their class or craft within thirty-five calendar days from date of their return to such service.

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

(c) Employees who retain seniority under the Rules and Working Conditions Agreements to and report to other employees who are covered by this agreement. 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

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

#### **Section 4.**

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

#### **Section 5.**

(a) Each employee covered by the provisions of this agreement shall be considered by the carrier to have met the requirements of the agreement unless and until the carrier is advised to the contrary in writing by the organization. The Organization will notify the carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the 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 employee concerned in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given to the organization. An employee so notified who disputes the fact that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the carrier in writing by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing.. Upon receipt of such request the carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the carrier is rendered.

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

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

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

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by 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 Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless



selection of a neutral is requested as provided below, or unless the carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below. Any request for selection of a neutral person as provided in Section 5 (c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

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

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

(e) Provisions of investigation and discipline rules contained in Rules and Working Conditions Agreement between the carriers 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 the 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 any employee until such time as a qualified replacement is available. The carrier may not, however, retain such employee 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 employee does not request a hearing. The employee 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 employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

## **Section 7.**

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

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

## **Section 8.**

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful,

or unenforceable, the organization shall indemnify and save harmless the carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment; Provided, however, that this section shall not apply to any case in which the carrier 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 employee; Provided further, that the aforementioned liability shall not extend to the expense to the carrier in defending suits by employees whose seniority and employment are terminated by the carrier under the provisions of this agreement.

#### **Section 9.**

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

#### **SECTION 10.**

(a) The carrier party to this agreement shall periodically deduct from the wages of employees 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 employee 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 matter pertinent thereto.

#### **Understanding –**

In cases where a hearing before a neutral arbitrator is to be held as provided in Section 5(c) or the Union Shop Agreement, it is understood and agreed that such hearing will be held at the office of the Officer of the Carrier designated to handle appeals under the Union Shop Agreement. This will apply in cases where the neutral arbitrator is selected by the parties as well as in cases where the neutral is appointed by the Chairman of the National Mediation Board.

## **APPENDIX 3**

### **Agreement of September 25, 1964**

#### **ARTICLE 1 - 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 reasons 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 change 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 coordination, 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 when 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. “ “ “ “	12 “
3 yrs.	18 “
5 yrs. “ “ “ “	36 “
10 yrs. “ “ “ “	48 “
15 yrs. and over	60 “

“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 a 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 coordinate 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 right of other employees under the working agreement.

“(h) If an employee who is recognizing 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.

“(l) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordination 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 separation allowance determined in accordance with the following schedule:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 yr. and less than 2 yrs.	3 months' pay
2 yrs. “ “ “ 3 “	6 “ “
3 yrs. “ “ “ 5 “	9 “ “
5 yrs. “ “ “ 10 “	12 “ “
10 yrs. “ “ “ 15 “	12 “ “
15 yrs. and over	12 “ “

“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 of the home in question shall be determined as of a date sufficiently prior to the coordination to the 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 provision 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 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 employees 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**

(As amended by Memorandum of Understanding January 7, 1965,  
Memorandum Agreement May 31, 1974.)

Effective January 6, 1980:

The work set forth in the classification of work rules of the crafts parties to the Agreement and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. In determining whether work is historically performed and generally recognized within the meaning of this Article, the practices at the facility involved will govern.

#### **Section 1 – Applicable Criteria**

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a

sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; 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 and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at that time of the subcontracting will be furloughed as a result of such subcontracting. 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. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

### **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 employees, 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** – See Rule 29.

**ARTICLE IV** – See Rule 29

**ARTICLE V** – See Rule 163 ½.

**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 board shall have exclusive authority to resolve all disputes arising under the terms of Articles I and II of this Agreement. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

**Section 2 – Consist of Board –**

WHEREAS, Article VI of the September 25, 1964 Agreement provides for the resolution of disputes arising under Articles I and II of said Agreement and Section 2 of Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes. Under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carriers party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

WHEREAS, in November of 1964 following an exchange of letters it was further agreed by the parties to the Agreement to modify the terms of Section 2 of Article VI by providing that instead of two members each party would appoint three members with the understanding that in any function, two of the three members thus appointed would serve; and

WHEREAS, during each of these transactions for composing the partisan members of the Board and thereafter up until June and July of 1973 the organizations party to the September 1964 Agreement were all members of the Railway Employees’ Department, AFL-CIO; and

WHEREAS, on June 14 and July 1, 1973, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association respectively disaffiliated from the Railway Employees’ Department, AFL-CIO, as a result of which a dispute has arisen between the said disaffiliates and the other four organizations party to the Agreement concerning the appointment of the organization members of the Board and handling of cases under Article VI involving employees of the disaffiliates; and

WHEREAS, the organizations party to the Agreement have conferred and agreed upon a procedure for resolving said dispute which is acceptable to the carriers party to the Agreement;

NOW, THEREFORE it is agreed that effective May 31, 1974, appointment and functioning of partisan members of the Board under Section 2 of Article VI shall be as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Two of the six persons designated to represent the organizations party to the Agreement shall be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members shall be appointed on behalf of the other four organizations party to the Agreement by the Railway Employee's Department, AFL-CIO.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board: second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by the International Association of Machinists and Aerospace Workers, the appointee of that organization shall sit and function as a member of the Board; fourth, that in any dispute involving employees represented by the Sheet Metal workers International Association, the appointee of that organization shall sit and function as a member of the Board, and fifth, that in any dispute involving employees represented by an organization which is affiliated with the Railway Employees' Department, AFL-CIO, at least one of the appointees of the Department shall sit and function as a member of the Board.

### **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 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. Of 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 tot he Board by either party, by notice to the other party and to the Board.

**Section 10 – Time Limits for Submission –**

Within 60 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 II – 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 of the Board of such appointment promptly after it is made. Copies of both submissions shall properly 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 purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the 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 –**

(a) 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.

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by multiplying 10% of the man-ours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

**Section 15 – Final and Binding Character –**

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination.

**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 expenses and other expenses 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.

**MEMORANDUM OF UNDERSTANDING JANUARY 7, 1965**

Under the provisions of Article VI, Section 19, disputes arising under Article III – Assignment of Work, Article IV – Outlying Points, and Article V – Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rule.

A different situation exists with respect to disputes arising under Article I – Employee Protection, and Article II – Subcontracting. Article VI provides a “Shop Craft Special Board of Adjustment” for the purpose of adjusting and deciding disputes arising out of those two Articles (Article VI, Section 1), and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of those two Articles.

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the Standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II – Subcontracting (See Section 14 of Article VI), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II – Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of Article II – Subcontracting, is then submitted to the Shop Craft Special Board of Adjustment, it will be considered that the special procedural provisions of Article VI have been complied with

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

(Signatures Omitted)

## APPENDIX 4

### PAYMENTS TO EMPLOYEES INJURED UNDER CERTAIN CIRCUMSTANCES

Where employees sustain personal injuries or death under the conditions set forth in paragraph (a) below, the carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in paragraph (b) below, subject to the provisions of other paragraphs in this Article.

(a) **Covered Conditions** –

This Article is intended to cover accident involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the carrier and are:

- (1) deadheading under orders or;
- (2) being transported at carrier expense.

(b) **Payments to be Made** – (Effective January 1, 1979)

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) below, the carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the carrier, the following benefits:

(1) **Accidental Death or Dismemberment**

The carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

“Loss” shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints; with regard to eyes, entire and irrecoverable loss of sight.

No more than \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) **Medical and Hospital Care**

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any Employee for any one accident, less any amount payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the carrier.

(3) **Time Loss**

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 30 days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$150.00 per week for time lost during a period of 156 continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act.

(4) **Aggregate Limit**

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

(c) **Payment in Case of Accidental Death:**

Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the Federal Employers Liability Act (45 U.S.C. 51 et seq., as amended), or if no such person survives the employee, for the benefit of his estate.

(d) **Exclusions:**

Benefits provided under paragraph (b) shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt there-at, while sane or insane;

- (2) Declared or undeclared war or any act thereof:
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence of alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

**(e) Offset:**

It is intended that this Article IV is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Article may be applied as an offset by the railroad against any recovery so obtained.

**(f) Subrogation:**

The carrier shall be subrogated to any right of recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Article.

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1972.\

It is understood that no benefits or payments will be due or payable to any employee or his personal representative unless such employee, or his personal representative, as the case may be, stipulates as follows:

“In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971, \_\_\_\_\_  
(Employee or personal representative)  
agrees to be governed by all of the conditions and provisions said and set forth by Article IV.”

## **Savings Clause**

This Article IV supersedes as of January 1, 1972, any agreement providing benefits of a type specified in paragraph (b) hereof under the conditions specified in paragraph (a) hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may be advising the other party in writing by December 1, 1971, elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Article IV in lieu of this Article IV.

Appendix No. 8 is taken from Article IV of the National Agreement dated October 7, 1971, as amended by the National Agreement of December 6, 1978, and is applicable to employees represented by the Following Organizations:

1. International Brotherhood of Boilermakers, Iron Ship Builders, Black-smiths, Forgers and Helpers.
2. International Brotherhood of Electrical Workers.
3. Brotherhood Railway Carmen of the United States and Canada.

## APPENDIX 5

### MEMORANDUM OF AGREEMENT COVERING DISTRIBUTION OF WORK IN CONNECTION WITH COMMUNICATION EQUIPMENT SPECIFIED HEREIN BETWEEN MECHANICAL DEPARTMENT ELECTRICIANS AND COMMUNICATIONS DEPARTMENT EMPLOYEES REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

#### CHESAPEAKE DISTRICT

The following is agreed as to division of work between Mechanical Department Electricians and Communications Department employees pertaining to radio, both communication and entertainment, including inductive equipment, record players and television installed on locomotives and cars and at fixed stations, yards, waysides, shops, and maintenance points.

The distribution of work as outlined herein covers only such work as properly belongs to the employees specified herein. The symbol "MD" is used to indicate work which will be performed by the Mechanical Department Electricians, and "CD" is used to indicate work which will be performed by Communications Department employees.

The term "shop Area" as used in items 5, 13(a) and 14 of this agreement, is defined as including the immediate shop or inspection point area where Maintenance of Equipment electrical workers are assigned or employed to perform inspection, maintenance and repair work on electrical equipment, including car repair tracks and caboose tracks in shop yards and/or transportation yards, but does not include the balance of the transportation yards that may be adjacent to the shop or inspection point area.

#### Division of Work on Rolling Stock and Floating Equipment

<u>Description of Equipment or Work</u>	<u>Install</u>	<u>Remove</u>	<u>Maintain</u>
1. Conduits for enclosure of wires or cables	MD	MD	MD
2. Wires (or cables) between the terminal blocks (or strips) and the antenna connectors provided for the Communication radio equipment for connection thereto of wires (or cables).	MD	MD	MD
3. Primary Electric Supply Equipment, consisting of steam, Internal Combustion Engine or Axle driven generators and alternators; Motor-generator sets, storage batteries, rectifiers, vibrator type converters, meters, circuit breakers, fuses and similar devices external to and not built in as an integral part of communication equipment units or assemblies thereof.	MD	MD	MD
4. Structural Components, such as mounting plates, shelves, brackets, weather proof housings and compartments to accommodate radio and other communication equipment.	MD	MD	MD



<u>Description of Equipment or Work(continued)</u>	<u>Install</u>	<u>Remove</u>	<u>Maintain</u>
5. Communication radio equipment consisting of transmitters and receivers, including secondary power supply units:	MD	MD	MD
6. Antennae for Communication radio	MD	MD	CD
7. Radio and Television receivers, record players, phonographs, amplifiers, and associated apparatus used for entertainment purposes.	MD	MD	--
8. Antennae for radio and television receivers used for entertainment purposes.	MD	MD	MD
9. Knee or body operated switches used for control at footboard of talk back loud speakers associated with radio or other communication service on locomotives.	MD	MD	MD
10. Wired equipment racks or junction boxes containing terminal blocks or strips and/or plug connectors provided for the communications Equipment for mounting and connection of radio or other communication service equipment units or assemblies thereof.	MD	MD	MD
11. Mobile control units for operation and control of communication radio:	MD	MD	MD
(a) Housings	MD	MD	MD
(b) Interior Equipment Assemblies	CD	CD	CD
(c) Telephone Handsets	CD	CD	CD
12. Loud speakers for Communication Radio	MD	MD	CD
13. Checks and adjustments on communication radio:			
(a) In-service checks to determine if equipment is functioning (must be made by personnel properly qualified by radio examiner on "Railroad Radio Operating Rules"):			
Initial checks in Shop Areas	MD		
Other	CD		
(b) Frequency and other adjustments on Transmitters, Receivers and associated secondary power supply (Must be made only by personnel holding proper license).	CD	--	CD

**Description of Equipment or Work (continued)**

**Install   Remove   Maintain**

- 14. Radio failure reports, where the trouble is of undetermined origin, will be investigated by:

In Shop Areas	MD
Other than Shop Areas	CD

Necessary repairs will be made on the basis of work assignment outlined herein.

Radio and other communication equipment may be removed and replaced by Mechanical Department Electricians when necessary to do so to facilitate mechanical or structural repair, alterations, etc., of the unit of rolling stock or floating equipment to which attached (when replaced, in-service check must be made by personnel properly qualified by railroad examiner on "Railroad Radio Operating Rules".

**II. Division of Work at Fixed Stations, in Yards, Waysides, Shops and Maintenance Points**

**Description of Work**

**Install   Remove   Maintain**

- |   |    |    |    |
|---|----|----|----|
| 1. Primary electric service conduits and wiring in connection therewith for radio and television for communication and entertainment purposes.      | MD | MD | MD |
| 2. Radio used for communication and entertainment purposes, including antennae, led-in wires, cables, conduit and kick pipes associated there-with. | CD | CD | CD |

**III. Leased Equipment**

Except as to primary electric service, lead-in wires or cables and conduits associated therewith, the foregoing does not apply to equipment or service leased from other companies.

Nothing contained in this Memorandum of Agreement shall be construed to prohibit experimental electronic equipment being installed, removed or adjusted by a manufacturer's employees or by qualified engineer, providing said installations are of an experimental nature and special knowledge of the equipment is necessary to properly install or service the equipment.

This Agreement is intended to apply only between the Employees represented by the I.B.E.W. in the Mechanical and Communications Departments and is not to be construed as affecting the rights or jurisdiction of any other craft.

Made at Richmond, Virginia, June 29, 1962.

**FOR THE EMPLOYEES:**

/s/ Miles A. Sutherland

**FOR THE RAILWAY COMPANY:**

/s/ M. E. Cridlin

General Chairman, Electricians

M. E. Cridlin  
Assistant to Vice President-Labor Relations

## APPENDIX 6

### MEMORANDUM AGREEMENT

It is hereby agreed to establish a classification of Communications Control Center Technician under the scope of the IBEW Agreement, including general rules of the Shop Crafts Agreement, in effect on The Baltimore and Ohio Railroad. Initially, there will be one position, with subsequent increase to as many as four positions as expanded operations may require. The four positions, when assigned, will cover operations on all shifts, seven days per week, as hereinafter provided.

It is understood that the positions, while under the B&O Electricians' Scope Rule, will maintain coverage through the Communications Center involving all Carriers of the "Chessie System".

Management shall have the sole right of selection of the incumbents for the positions covered hereby. Those selected will be given necessary training at Carrier expense. If necessary to send away from Baltimore for such training, those sent will be allowed the regular rate of the position, and all necessary expenses will be borne by the Carrier. No additional compensation, however, shall be allowed for traveling, away-from-home, etc., while undergoing such training.

A separate seniority roster for this classification will be established, with those assigned to the positions holding rights among themselves. When necessary to fill a vacancy in the classification, either temporary or permanent, right of selection shall remain with management. Those establishing seniority on the roster established hereby will forfeit seniority on any other IBEW roster on which they hold seniority and stand for work. Temporary vacancies may be filled from the system telephone maintainers' roster, and employees used therefrom on such temporary vacancies will not establish seniority on the roster created hereby and, upon completion of the temporary vacancy, will return to the assignment they held at the time of moving to the temporary vacancy.

Until the establishment of the third and fourth (relief) positions, incumbents of the first and second positions established may be assigned hours as may be desirable from an operating standpoint, such assignments to contemplate not in excess of eight hours exclusive of meal period which shall not exceed one hour.

When four positions are established, each shall have an eight-hour tour of duty with one shift per week not being filled, it being understood that, if service is needed on the unassigned shift, the regular incumbents will equally protect necessary service on the unassigned shift. The rate of pay for each of the positions covered hereby shall be \$5.97 per hour on the basis of IBEW rates in effect as of December 31, 1974, and shall be subject to general wage increases thereafter applicable to employees represented by IBEW.

The positions covered hereby shall be excepted from the provisions of B & O Shop Craft Rule 2; however, it is understood that no assignment shall be made with assigned duty period in excess of eight hours, exclusive of meal period. It is understood that the roster established hereby will be treated in the same manner as all rosters provided for in Rule 28.

This agreement shall be effective June 1, 1975.

FOR:

INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS

FOR:

THE CHESAPEAKE AND OHIO RAILWAY COMPANY  
THE BALTIMORE AND OHIO RAILROAD COMPANY  
WESTERN MARYLAND RAILWAY COMPANY

/s/ John M. Douglas

John M. Douglas  
General Chairman

/s/ D. S. Garda

D. S. Garda  
Assistant Vice President – Labor Relations