

AGREEMENT
ENTERED INTO BY AND BETWEEN
CONSOLIDATED RAIL CORPORATION
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
REPRESENTING
ELECTRICIANS THEIR HELPERS AND APPRENTICES
EMPLOYEES OF
CONSOLIDATED RAIL CORPORATION

Effective - May 1, 1979

*Effective - July 1, 1979

(Date)

Received copy of the collective bargaining agreement covering employees represented by International Brotherhood of Electrical Workers effective May 1, 1979.

(Name)

(Occupation)

(Location)

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PREAMBLE

The welfare of the Consolidated Rail Corporation and its employees is dependent largely upon the service which the railroad renders the public. Improvements in this service and economy in operating and maintenance expense are promoted by willing cooperation between the railroad management and the voluntary organization of its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct and efficiency of the railroads are greatly encouraged. The parties to this Agreement recognize the foregoing principles and agree to be governed by them in their relations.

SCOPE

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

II. ELECTRICAL WORKERS' CLASSIFICATION OF WORK

Work of the Electrical Craft shall consist of the following; the rates of pay for such work are set forth in the Base Rate Schedule and Graded Work Classification:

It is understood and agreed that in the application of this Electrician classification of work the provisions of the 2nd through the 8th paragraphs of Article VIII as contained in the Agreement of October 15, 1960, as quoted below will remain in effect on the territory of the former P.R.R.:

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

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

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

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

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

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

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

A. Mechanics

Electricians' work shall consist of assembling, installing, removing, maintaining, repairing, rebuilding, inspecting and testing of all current-carrying, magnetic and insulated parts of generators, electrical switches, disconnects, switchboards, meters, magnetos, distributors, motors, transformers, rheostats, electric controls, motor generators, electric heating, electric headlights, headlight generators, electric welding machines, electric rivet heaters, control jumpers, convertors, relays, magnet valves, thermostats, cab signal track receiver wiring and indicator lights, electric recorders, transition control drums and fingers on locomotives; electric bells, buzzers, alarms, public address systems, radio, trainphone equipment, television, lightning arrestors, electric clocks and electric lighting fixtures; power and load testing of electrical equipment. Electrical work on refrigeration equipment, elevators, moving stairways, electric speedometers, tachometers, work on axle generator and axle lighting equipment, train control, electric brakes, air conditioning equipment, roadway equipment.

Inspecting and testing electric equipment of diesel-electric and electric locomotives, multiple unit electric cars, and other self-propelled units as required of the Company by law.

Locating electrical troubles. Winding of armatures, fields, magnet coils, rotors, transformers, and starting compensators. Truing of commutators when not removed from electrical equipment, all undercutting of mica on commutators, banding of armatures, operation of balancing machine in connection with electrical workers' work.

Electrical workers' work in connection with, and including testing and inspection of, electrical workers' work on steam, diesel-electric, electric, other types of locomotives, multiple unit electric cars, and other self-propelled units including connecting and disconnecting train control jumpers on electric locomotives.

Electrical workers' work in connection with passenger cars (not including testing of car lighting apparatus), motor cars, electric tractors, trucks and automotive equipment, including electrical tests and inspections.

Electric wiring; installing, maintaining and repairing conduits and condulets; building, repairing and maintaining pole lines and supports for service wires and cables, travelling, gantry, jib and monorail cranes, conductor and feed wires; cable splicing, work on storage batteries; inside and outside wiring at shops, yards, buildings and structures. Time setting and time studying in connection with work of the Electrical Worker Craft.

Operation of switchboards in sub-stations, not including locations where operated by Stationary Engineers' (Steam). Operating control cab equipped travelling and gantry cranes, except when operated by employees of other crafts incident to the performance of maintenance and repairs to such cranes; does not include operation of floor operated cranes. Operating power winches, excluding winches used by other crafts or classes of employees incident to the performance of their duties. Operating "degreasers," impregnators, heating ovens, silver soldering machines and allied tools in connection with electrical workers' work.

Autogenous welding in connection with electrical workers' work. All other work generally recognized as work of the Electrical Worker Craft.

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

B. Helpers

1. Groundmen assigned to assisting linemen not required to climb poles or substitute therefor.

2. Lamp trimmers assigned to replace and clean lamps and renew fuses, and make repairs to sockets and fixtures.
3. Motor attendants including starting and stopping motors and lubricating same.
4. Car lighting voltage testers assigned to check condition of car lighting apparatus, including recording of voltage of batteries and renewing lamps and fuses.
5. Preparation of tools and equipment normally used by cable splicers and other electrical workers including the operation of blow torches, furnaces, etc.
6. Stripping insulations, pulling out or tearing down coils, stripping band wires, also dismantling motors, transformers, reactance coils, etc., and all work of similar character.
7. Blowing and cleaning generators, motors, transformers, battery boxes and other apparatus.
8. Work in connection with the shifting of motors, generators, transformers and switchboards. Removing and replacing foundations, frame and bearing bolts, removing and replacing cover plates and housings. Breaking and connecting pipe joints, braces, etc.
9. Dismantling all classes of electrical equipment for scrap; dismantling switchboard, resistance grids, controllers and other apparatus for repairs, in connection with electric locomotives, cars and cranes, when working under direction of a mechanic.
10. Machinery oiling including generators, motors and controllers.
11. Box packing, lubricator and grease cup filling and oiling. Oiling of crane, shop and traction motors, not including suspension bearings.
12. Operating gear pullers and presses including work in connection with repairs to traction, shop and crane motors. .

13. Operating bushing presses, in connection with miscellaneous repairs.
14. Operating bolt threading machines, nut tapping and facing machines, drill presses (not equipped with facing, boring or turning head or milling apparatus or so equipped and not ordinarily used), bolt cutters, cut-off and power hack saw, pipe threading machines, punch and shears, buffing machines, cleaning and polishing bearings and all work assigned to such machines, except when used by employees of other crafts incident to the performance of their duties.
15. Cutting and threading pipes and conduits--work performed by hand tools in connection with conduit work.
16. Attending tool room, issuing, cleaning and caring for all tools, including the grinding of drills and machine tools on grinders provided for this work, except when performed by employees of other crafts incident to the performance of their primary duties.
17. All gas and electric cutting that may be assigned.
18. Straightening conduit pipe, conduit clamps, bolts, etc., as specified.
19. Dismantling and mounting air ducts in connection with electric locomotives and multiple-unit ventilating apparatus.
20. Removing and replacing any wire in conduits as directed.
21. Removing and replacing electric apparatus, including the removing of meters, switches, circuit breakers, relays, and other electrical apparatus from switchboards or other mountings after all electrical connections have been removed.
22. Removal, repair and replacement of arc chute sides in connection with maintenance of electric locomotives and multiple-unit cars. Filling holes in asbestos boards with special clay.

23. Renewal of contactor and unit switch jaws in connection with maintenance of electric locomotives and multiple-unit cars.
24. Operating jib, monorail, bracket and floor operated cranes; also cranes and hoists not otherwise specified, except when used by employees of other crafts or classes incident to the performance of their duties.
25. Operating turn tables and transfer tables.

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

III. Definitions:

A. The Electrical Craft will contain the following classes:

1. Mechanic
2. Helper
3. Apprentice

B. The term "union representative" refers to an individual certified by the International Brotherhood of Electrical Workers.

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

RULE NO. 1--EMPLOYMENT

1-A-1. (a) Applicants for employment shall be required to answer questions necessary to determine whether or not they are qualified to become satisfactory employees

and shall undergo a physical examination to determine their fitness for the work required and to protect the health and safety of employees.

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

RULE NO. 2--SELECTION OF POSITIONS

2-A-1. (a) When new positions are created or vacancies occur, the senior employees in the seniority district in which the position is advertised shall, if sufficient ability is shown by trial, be given preference in filling such new positions or vacancies that may be desirable to them. Where a position involves air brake work, welding, reflectoscope, high voltage work, magnaflux, radiograph, a nonwritten examination or test may be required as a prerequisite to assignment to the position of an employee who has not previously been qualified on such work by performance or otherwise; an employee bidding for or seeking to displace on such a position shall upon request be promptly given an opportunity to take such examination or test.

(b) New positions and all vacancies will be advertised within fourteen (14) calendar days from the date they occur, for a period of seven (7) calendar days. Advertisements will be bulletined on Wednesday and will designate the position number (if numbered), location, prior seniority district, tour of duty, rest days, rate of pay and major duty to be performed; vacancies will also indicate the name of the last incumbent. (Note: If Wednesday is a holiday the bulletin will be issued on the following day)

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

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

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

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

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

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

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

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

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

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

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

NOTE: This paragraph will apply to furloughed protected employees only with respect to positions located within their prior

right district within their new regional district.

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

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

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

2-A-2. An employee who bids for, and is awarded, an advertised position cannot bid for the position he has just vacated until same has been advertised a second time, unless, for any reason, such employee has been displaced from the position he has been awarded or unless no bids are received for the position he has just vacated. In either of these events, his bid for the position he has just vacated shall be considered.

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

2. An employee failing to qualify for the position selected within fifteen (15) days (working on the position), after having been given a fair opportunity to demonstrate his qualifications, will retain all prior seniority and will, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority in accordance with Rule 3-C-3. The employee may be removed from the position at any time during the fifteen (15) day qualifying period if it becomes apparent that he does not possess the necessary ability and fitness to permit him to qualify.

3. Other employees displaced in the ap-

plication of this rule may exercise seniority in accordance with Rule 3-C-3.

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

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

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

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

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

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

7. An employee who fails to qualify for the position shall retain seniority and shall, within five (5) working days, return to his former position unless it has been abolished or permanently filled by a senior employee, in which event he may exercise seniority. Other

employees displaced in application of this paragraph (b) may exercise seniority in accordance with Rule 3-C-3.

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

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

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

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

4. If a mechanic position cannot be filled in accordance with paragraph 1, 2, or 3, it shall be filled by the junior qualified available mechanic working on the trick and at the location where such position exists.

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

6. If the vacancy cannot be filled by steps 1 through 5, it may be filled by Rule 5-E-1.

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

time pay equal to the time so assigned with a maximum of three (3) hours' pay.

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

RULE NO. 3--SENIORITY

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

(b) Seniority of helpers will date from the first day employed as helpers, provided that they qualify on such positions.

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

(d) If two or more employees start to work on the same day, their seniority rank on the roster of their respective classes will be in the order of their date of birth, eldest first.

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

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

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

3-C-1. (a) Notice of force reduction or abolishment of position at any point or in any department shall be posted or given as soon as possible and not less than five

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

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

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

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

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

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

* (b) An employee reporting for duty after leave of absence, vacation, sickness, disability or suspension must return to his former position if not abolished or filled by another employee in the exercise of seniority and may, within five (5) working days exercise seniority to any position bulletined during his absence. If, during his absence, his regular position has been abolished or filled by another employee in the exercise of seniority, he shall, subject to paragraph (c), within five (5) working days after reporting for duty, exercise seniority. If the employee's position has been filled or abolished during his absence, he shall be afforded a day's pay on the date of his

return to duty and on such day may be used to perform any work covered by this agreement without penalty.

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

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

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

Employees will be given full cooperation of supervisory forces and others in their effort to qualify.

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

*3-C-6. Employees furloughed must keep their employing officer advised of any change in their current address. Employees failing to report for duty for positions expected to be of more than sixty (60) days duration, within fifteen (15) calendar days after a Certified U.S. Mail notice is mailed to the last recorded address, will forfeit all seniority, unless they present sufficient proof that circumstances beyond their control prevented such return.

3-C-7. Furloughed qualified employees will be given preference for employment in their craft at other seniority districts, if employees are needed, with privilege of returning to home seniority district when force is increased, such transfer to be made without expense to the Company.

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

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

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

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

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

Manager-Labor Relations

_____ (Region)

_____ (City or Town)

Dear Sir:

Having been furloughed account reduction in force at (seniority district) on _____ Division (Shop), application is made for employment as (state position) in accordance with Rule 3-C-7 on _____ Division(s) or Shop(s). My roster date as (occupation) is (give date as shown on roster).

Respectfully,

_____ (Name)

_____ (Address)

3-D-1. (a) Employees covered by this Agreement who have been or are hereafter appointed to a supervisory position, shall retain previously acquired seniority in the seniority district from which appointed and shall continue

to accumulate such seniority while occupying a position of supervisor.

* (b) Employees promoted subsequent to May 1, 1979, shall be subject to the maintenance of membership requirements of the Union Shop Agreement in order to retain and accumulate seniority, except when they are required to belong to another union. The union will be advised quarterly of employees appointed under this paragraph.

(c) Supervisory employees who return to the ranks of shop craft employees may, within five (5) working days, exercise seniority over any junior employee in their craft in the district in which they hold seniority. Other employees displaced as a result thereof may exercise seniority in accordance with the provisions of Rule 3-C-3.

3-E-1. Seniority rosters shall be prepared for each class, showing the names, seniority dates, and relative standing of all employees in each seniority district.

3-E-2. Rosters shall be posted, on bulletin boards provided for that exclusive purpose, in places accessible to all employees affected and shall be revised as of January 1st and posted in January of each year. An employee shall have sixty (60) calendar days from date his name first appears on the roster to appeal his roster date or relative standing thereon, except that in case of an employee off on leave of absence, vacation, sickness, disability, suspension or furlough, at the time roster is posted, this time limit shall apply from the date employee returns to duty. If no appeal is taken within the sixty (60) calendar day period, future appeals will not be entertained unless the employee's roster date or his relative standing is changed from that first posted. A note shall be placed on each roster stating the time limit of appeal.

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

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

3-F-1. (a) Subject to agreement, in writing, between the proper official of the Company and the local committee, a disabled employee covered by this Agreement may be placed

in a new position or vacancy which has been advertised, a position or vacancy that is under advertisement but not yet filled, or in a position occupied by a junior employee covered by this Agreement, provided such employee is capable of performing the duties required. An employee who is so placed shall be compensated at the rate of the position in which he has been placed.

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

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

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

RULE NO. 4--TIME ALLOWANCES

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

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

(b) A relief employee who performs relief work in two (2) or more positions within a 24-hour period will be paid straight time for the first eight (8) hours worked

in each position. For time worked in excess of eight (8) hours on any of the positions so relieved, he will be paid time and one-half.

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

Employees worked more than five (5) days in a work week shall be paid overtime rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee moving from one assignment to another, or where days off are being accumulated under the provisions of Rule 5-A-1 (i)(3).

(d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

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

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

In The United States

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

In Canada

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

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

or the day observed will be paid for at the overtime rate with a minimum of three (3) hours.

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

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

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

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

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

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

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

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

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

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

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

(c) When any of the holidays enumerated in Rule 4-B-2, or the day observed falls during an employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for in paragraph (a) of this rule provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period

shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes. An employee's vacation period will not be extended by reason of any of the ten (10) recognized holidays, or the day observed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4-G-1. Employees changed from one shift to another shall, when practicable, be relieved for necessary rest.

Except as provided in Rule 4-B-1 (b) employees so changed will, if required to work more than their bulletined hours in any 24-hour period, be paid at the time and one-half rate.

The provisions of this rule are not applicable when employees change shifts in the exercise of seniority, except as provided in Rule 2-A-1 (e), third paragraph.

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

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

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

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

(e) No payments will be allowed to an employee for "travel time" to or from work locations included in his relief assignment; within his seniority district.

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

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

4-I-2. When an employee is assigned temporarily for part of his assigned tour of duty to perform work (not covered by Rule 4-I-1) for which the Rate Schedule specifies a rate in excess of his regular rate, he shall be paid the higher rate for the actual time so engaged; if the time so engaged exceeds four (4) hours, he shall be paid the higher rate for the entire tour of duty.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) For attending an investigation or trial by direction of an officer of the Company at any time other than those mentioned above, an employee shall be compensated for the time so spent, with a minimum of three (3) hours at the straight time rate of the position.

(g) The above provisions do not apply to the .

time spent attending a trial outside his assigned hours for an employee who is found guilty.

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

(b) Employees who have not been notified before leaving home that their services are not required, and who report for work and are unable to start to work at their regular starting time, or whose work is interrupted for reasons mentioned in paragraph (a) above, may be temporarily assigned to other work. If so assigned, they will be allowed to complete their full tour of duty and shall be paid as provided in the Rate Schedule and Rule 4-B-1.

4-O-1. Employees will check in and out on Company time.

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

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

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

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

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

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

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

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

(i) A claim may be filed at any time for an alleged continuing violation and all rights of the claimant(s) involved shall be protected by the filing of one claim or grievance based thereon so long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively, for more than sixty (60) days prior to the filing thereof.

(j) When a claim or grievance for compensation is allowed, the employee and his union representative

shall be advised, in writing, the amount and payroll involved.

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

RULE NO. 5--HANDLING OF EMPLOYEES

5-A-1. (a) The Company will establish for all employees covered by this Agreement, subject to the exceptions contained in this rule, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven (7); the work weeks may be staggered in accordance with the Company's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

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

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

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

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

(f) On positions which are filled seven (7) days per week any two (2) consecutive days may be the rest days, with the presumption in favor of Saturday and Sunday.

(g) All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service, or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned.

Assignments for regular relief positions may, on different days, include different starting times, duties and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.

(h) If, in positions or work extending over a period of five (5) days per week an operational problem arises which the Company contends cannot be met under the provisions of paragraph (d) of this rule and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend to the contrary, and if the parties fail to agree thereon, then if the Company nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim.

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

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

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

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

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

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

6. If, after all the foregoing has been done, there still remains service which can

only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) non-consecutive days off.

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

8. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Company may nevertheless put the assignment into effect subject to the right of the employees to process the dispute as a grievance or claim, and in such proceedings the burden will be on the Company to prove that its operational requirements would be impaired if it did not split the rest days in question, and that this could be avoided only by working certain employees in excess of five (5) days per week.

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

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

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

When starting any shift within the time limits specified in this rule would necessitate the use of an otherwise unnecessary additional shift the normal starting time may be departed from. When requirements of the service necessitate, lapped shifts may be established but shall not be resorted to when other equally economical arrangements can be made.

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

5-D-1. When bulletined hours for all forces are eight (8) hours per day, and the second shift follows immediately

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

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

5-E-1. (a) When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize the time.

(b) Record will be kept of overtime worked and men called, with the purpose in view of distributing the overtime equally among the employees in so far as their qualifications will permit subject to agreement between the local officer and the local union representative.

5-F-1. (a) Mechanics may perform any work of their craft for which they are qualified.

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

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairman.

(c) An incumbent supervisor who assumed his present position prior to the effective date of this Agreement, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

5-F-2. At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at the point. Any dispute as to whether or not there is sufficient work to

justify employing a mechanic of the Electrician Craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman the parties will undertake a joint check of the work done at any point. If the dispute is not resolved by agreement, it shall be handled in accordance with Section 3 of the Railway Labor Act and pending the disposition of the dispute the Company may proceed with or continue its designation.

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

5-G-1. An apprentice may be required to serve six (6) periods of up to 130 days of eight (8) hours each.

5-G-2. An apprentice upon completion of his apprenticeship shall be furnished a certificate of service by the Company and shall receive the rate of the position which he occupies as the result of an award or of exercise of his seniority.

5-G-3. The number of apprentices shall not exceed one (1) to every ten (10) Mechanics.

5-G-4. Two apprentices shall not be regularly worked together as partners except when working with a mechanic.

5-G-5. Apprentices shall be instructed in the various branches of their trades in accordance with a schedule to be established by the Company after conference with the General Chairman.

5-G-6. Apprentices shall be paid in accordance with the Rate Schedule - Appendix "A".

5-G-7. An apprentice, upon proper instructions, shall perform any work done in his trade and such other work as may be beneficial to his training. During his apprenticeship he shall be given training as per apprentice schedule.

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

RULE NO. 6--DISCIPLINE

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

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

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

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

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

(c) A copy of the employee's statement, if reduced to writing, and signed by him, shall be furnished him by the Company and a copy shall also be given to his union representative.

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

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

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

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

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

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

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

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

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

RULE NO. 7--APPEALS

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

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

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

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

(e) When an employee is held out of service on a charge and he is later exonerated, the charge shall be stricken from his record and he shall be compensated for the difference between the amount he earned while out of service or while otherwise employed and the amount he would have earned on the basis of his assigned working hours actually lost during the period. Insurance, vacation, and other benefits to which the exonerated employee may be entitled will be restored without impairment.

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

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

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

RULE NO. 8--MISCELLANEOUS

8-A-1. (a) A place shall be provided in all shops and enginehouses, where, under lock and key, Company notices affecting shop operation shall be posted.

(b) A place shall be provided in all shops and enginehouses, where, under lock and key, union representatives may post notices of interest to the employees.

No notice shall be posted without the permission of the shop management.

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

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

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

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

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

(b) Employees requested to and using their private automobiles for Company business shall be allowed

mileage made for use thereof in accordance with the mileage rate established by the Company.

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

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

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

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

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

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

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

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

Spark protective clothing must be furnished by the Company to employees engaged in all welding and cutting; leather gloves to welders; asbestos or leather gloves to employees who are required to handle hot tools or materials and to employees required to do cutting or burning with acetylene gas and oxygen; rubber gloves to employees who are required to work on high voltage circuits.

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

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

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

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

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

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

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

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

8-H-1. (a) The parties to this Agreement pledge to comply with Federal and State Laws dealing with non-discrimination against any employee. This obligation to not discriminate in employment includes, but is not limited to placement, upgrading, transfer, demotion, rates of pay or other forms of compensation, selection for training including apprenticeship, lay-off or termination.

* The parties to this Agreement pledge to comply with all safety and health requirements in accordance with State and Federal Laws.

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

(c) The Company shall not discriminate against any of its employees who are selected as representatives of the union who from time to time represent other employees;

nor shall the Company discriminate against any employee for testifying on behalf of other employees. Representatives of the union will be granted leave of absence when delegated to represent other employees.

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

* The foregoing shall not apply to more than two (2) union representatives at any one trial, investigation or conference. The foregoing shall not apply to more than one (1) committeeman for each local for attending scheduled monthly meetings with the Manager-Labor Relations, except two (2) committeemen shall be so paid when only one local is represented.

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

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

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

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

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

(e) Employees who have opportunity to take employment with a government agency, which handles railroad matters, will be granted leave of absence, subject to ap-

proval of the Manager-Labor Relations and the appropriate union representative.

(f) An employee covered by this Agreement who is transferred by the Company to a position not covered by this Agreement, in a category lower than that of supervisory rank, shall not be considered as excepted from the maintenance of membership requirements of the Union Shop Agreement. The Company will furnish the interested union representative with the names of employees so transferred.

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

8-J-1. (a) Employees in service covered by this Agreement shall not be required to submit to periodical physical examinations unless required by State or Federal Law. Such examinations shall be given during employee's tour of duty when practicable to do so, without loss of compensation to the employee.

(b) Examinations required of an employee returning from furlough, sickness, disability or from a leave of absence, need not be given during the employee's regular tour of duty.

8-K-1. When an employee has been disqualified from his position on account of his physical condition and the employee desires the question of his physical fitness to be finally decided before he is permanently removed from his position, the case shall be handled in the following manner:

The General Chairman shall bring the case to the attention of the Senior Director-Labor Relations. The Senior Director-Labor Relations and the employee shall each select a doctor to represent them, each notifying the other of the name and address of the doctor selected. The two (2) doctors thus selected shall confer and appoint a third doctor.

Such Board of Doctors shall fix a time and place for the employee to meet them. After completion of the examination they shall make a full report in triplicate, one (1) copy to be sent to the Senior Director-Labor Relations, one (1) copy to be sent to the Medical Director, and one (1) copy to be sent to the employee.

The decision of the Board of Doctors setting forth the employee's physical fitness and their conclusions as to whether he meets the requirements of the Company's physical

examination policy shall be final, and shall be placed into effect within ten (10) days after the date on which the report is received by the Senior Director-Labor Relations. In the event of a future physical change in the condition of the employee, either the Senior Director-Labor Relations or the employee may at a later time begin proceedings for further examination by another Board of Doctors.

The doctors selected for a Board shall be experts in the disease or injury from which the employee is alleged to be suffering, and they shall be located at a convenient point so that it will be necessary for the employee to travel a minimum distance, and if possible not be away from home longer than one (1) day.

The Company and the employee shall each defray the expenses of their respective appointees. At the time their report is made, a bill for the fee and traveling expenses, if there are any, of the third appointee should be made in duplicate one (1) copy to be sent to the Company Medical Director and one (1) copy to the employee. The Company and the employee shall each pay one-half of the fee and traveling expenses of the third appointee.

8-L-1. Employees covered by this Agreement and their dependents shall be given the same consideration in the granting of rail transportation as is granted other employees holding comparable positions in conformity with policies and regulations in effect governing the granting of rail transportation. Union representatives will be given the same consideration.

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

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

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

(d) The Company will arrange for transportation and will reimburse the employees for reasonable meal

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

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

RULE NO. 9--VACATIONS

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

RULE NO. 10--NOTICE OF CHANGES

10-A-1. This Agreement, which includes the Appendices, shall become effective May 1, 1979. If a revision is desired by either the Company or the union representative, thirty (30) days' notice in writing, of the modifications desired, shall, except as otherwise provided in Rule 9-A-1,

be given by the party to this Agreement desiring said modification and a meeting to negotiate said proposed modifications shall be held as soon as practicable after the expiration of the thirty (30) days.

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

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

/s/ Peter A. Puglia
General Chairman

/s/ Spartaco Mazzulli
General Chairman

/s/ John A. Bradley
General Chairman

/s/ Harvey L. Lindenmuth
General Chairman

CONSOLIDATED RAIL
CORPORATION

/s/ E. E. Swert
Asst. Vice President-Labor
Relations

APPENDIX "A"
REVISED

RATE SCHEDULE
Effective July 1, 1979
ELECTRICIAN CRAFT

MECHANICS

<u>GRADE</u>	<u>RATE</u>	<u>BASE RATE</u>	<u>RATE*</u>
A		\$9.14	\$9.60
C		8.96	9.42
D		8.89	9.35
E		8.83	9.29
F		8.76	9.22
G		8.59	9.05

HELPERS

\$7.50 \$7.96

ENTERING RATES

MECHANICS

First Year	-	\$7.78	\$8.24
Second Year	-	8.34	8.80

HELPERS

First Year	-	\$6.61	\$7.07
Second Year	-	7.09	7.55

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

RATES OF PAY OF APPRENTICES

	<u>BASE RATE</u>	<u>RATE*</u>
J - Grade - 1st - 130 Day Period	\$6.82	\$7.28
K - Grade - 2nd - 130 Day Period	6.93	7.39
L - Grade - 3rd - 130 Day Period	7.05	7.51
M - Grade - 4th - 130 Day Period	7.16	7.62
N - Grade - 5th - 130 Day Period	7.26	7.72
O - Grade - 6th - 130 Day Period	7.37	7.83

*Rate includes 46 cents Cost-of-Living Adjustment as of July 1, 1979.

DIFFERENTIALS

LEAD MECHANICS

A differential of 12 cents per hour above the rate of their assignments will be paid to Mechanics who, in addition to performing the work of their craft, also perform duties such as directing movements over inspection pits, direct dispatchment of locomotives, assign men in classification yards or outlying engine terminals.

WELDERS

A differential of 12 cents per hour above the rate of their assignment will be paid to mechanics who also perform welding.

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS
ELECTRI

GRADED WORK CLASSIFICATION	
*A-Grade	Time setting and time studying.
	Armature winding.
*C-Grade	Locating troubles.
	Remote control sub-station repairmen.
	Inspecting and testing electric locomotive electrical equipment as required by Federal Locomotive Inspection Laws.
	All armature winders other than covered in Grade "C".
	Linenmen on circuits above 2500 volts.
*D-Grade	Lead cable splicing.
	Telephone exchange maintenance.

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

EXPLANATION
Men qualified to determine time and methods to perform any and all operations.
Men qualified to wind traction motors, rotors of 150 H.P. and above, generators of 100 KW and above and all other work assigned. Not to include assistants or employes winding or insulating coils.
Men of high grade skill qualified and assigned to do all work necessary in locating troubles with and making repairs to electrical equipment of all kinds.
Men of high grade skill, qualified and assigned to install and maintain remote control equipment, inclusive of switchboard instruments and wiring thereof at sub-stations and remote control points. (Does not apply to assistants or helpers.)
Men assigned to handle all work in connection with the inspecting and testing of electric locomotive electrical equipment and certifying to the correctness of reports (PRR Form MP162E) required by the Federal Locomotive Inspection Law and who must personally know by actual inspection that all the requirements of the Federal Locomotive Inspection Law have been properly fulfilled.
Men assigned to wind armature of all sizes except as specified in Grade "B" and all other work assigned.
Men familiar with circuits of over 2500 volts in a particular territory qualified to take out line clearances for the purpose of protecting unqualified employes or workmen.
Men assigned to splicing single or multiple conductors—lead covered cables with or without armor.
Men assigned to adjust and repair automatic or non-automatic telephone exchange apparatus, automatic substation control apparatus and printing telegraph equipment. Not to include assistants.

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS
ELECTRICIANS'

GRADED WORK CLASSIFICATION	
ME—Grade	Installing, maintaining and repairing electrical apparatus.
	Linemen on circuits above 2500 volts.
	Linemen (Telegraph and Telephone).
	Cable splicing.
	Battery repairing.
	Electric Locomotive inspecting.
	Banding armatures.
	Installing, maintaining and repairing conduits and condulets.

* Fully qualified mechanics' work.

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

EXPLANATION
Installing, maintaining and repairing generators, motors, transformers, oil switches, generator and switch-board control apparatus, measuring apparatus, protective apparatus, electric lighting fixtures, electrical headlight turbo-generators, telephone and telegraph instruments, winding and insulating coils and all other work assumed.
Men qualified to maintain and repair power lines of over 2500 volts, but not required to take out clearances for protection of other workmen.
Men assigned to maintenance and repairs to telegraph and telephone lines in a designated section, also qualified to adjust and maintain automatic or non-automatic telegraph and telephone equipment.
Men qualified to splice cables (other than lead covered) of three or more conductors (conductors may be of solid or stranded construction).
Men qualified to rebuild acid or alkali storage batteries.
Men assigned to inspecting and testing electric locomotive electrical equipment, including MP 362 cab signal test incident to road failure, does not include certifying to correctness of reports on PRR Form MP 162 E.
Banding of armatures on all motors on electric (M.U.) cars and electric locomotives.
Men assigned to install, maintain and repair conduits and condulets

EXHIBIT "B"

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS
ELECTRICIANS'

GRADED WORK CLASSIFICATION	
F—Grade	Linemen—telegraph and telephone, power and lighting—circuits 2500 volts and less.
	Operating switchboard.
	Operating car dumping motors.
	Repairing third rail.
	Inspecting electric headlights.
G—Grade	Trimming lamps.

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

EXPLANATION
Men assigned to repairs and maintenance of telegraph and telephone lines, and power and lighting lines not over 2500 volts, including series lighting circuits.
Men who operate main switchboards in large power plants. Men operating rotary converters for traction purposes. Men operating a main switchboard controlling the entire distribution of power to an electric traction system or the entire power supply of a large terminal or of a large group of buildings. Not to include assistants.
Men who operate main hoist and dump motors of car dumping plants. Not to include assistants.
Men qualified to install third rail, third rail bonds, third rail insulators (including overhead rail), jumpers, switches and connections, and all other work assigned.
Men assigned to inspecting and testing of electric headlight equipment as applied to steam locomotives, cranes, shovels, etc., including the renewal of lamps, brushes, switches, connecting of wires, adjustment of governors, lubrication and all other work commonly known as running repairs.
Men assigned to adjust, trim and clean arc lamps and fixtures, or to adjust, change or clean incandescent lamps and fixtures so located as to require climbing of poles or substitute,

GRADED WORK CLASSIFICATION OF MECHANICS, HELPERS
ELECTRICIANS'

GRADED WORK CLASSIFICATION	
G — Grade	Operating switchboard.
	Operators of winches and other car spotting machinery.
	Operating traveling, gantry and overhead jib cranes.
	Cable splicing.
	Battery repairing.
	Bonding rails.

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

EXPLANATION
Men operating switchboards in small power plants or sub-stations, battery charging plants and any other switchboard requiring constant attention.
Men operating motors used for spotting cars on dumping plants and other car spotting machinery requiring constant attendance.
Men operating overhead electrically-driven traveling and gantry cranes and competent to make running repairs to the apparatus.
Men qualified to splice cables with less than three conductors, commonly used for battery charging and similar uses.
Men qualified to remove, replace, clean, flush, connect, test and charge locomotive, car, car lighting, truck and automobile (ignition batteries excluded) storage batteries. Men assigned to replacing and adjusting axle generator belts and drives.
Men qualified to install rail bonds, impedance bonds and ground connection used in return circuit of electric traction systems.

APPENDIX "C"

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

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

- A. Agreement of October 7, 1971 establishing so-called Off Track Vehicle Insurance effective January 1, 1972.
- B. Agreement of May 9, 1973 establishing a Plan for Supplemental Sickness Benefits effective July 1, 1973.
- C. Agreement of October 10, 1975, establishing a National Dental Plan effective March 1, 1976.
- D. Article V of the Agreement of August 19, 1954, and memorandum of the same date providing for the establishment of a plan for group hospital, surgical and medical insurance and subsequent agreement provisions amending that plan.
- E. Memorandum of Understanding dated December 4, 1969 placing into effect the Incidental Work Rule effective February 19, 1970.
- F. The Agreement dated September 25, 1964, as amended.

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

3. The Implementing Agreements of July 23, 1975 and March 11, 1976 (as amended on May 28, 1976), except

Article VII, between the International Brotherhood of Electrical Workers and Consolidated Rail Corporation remain in effect.

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

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

The term "location" as used in Rule 2-A-4 means a complete facility, such as an engine house or car shop, except as otherwise designated by the Manager-Labor Relations.

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

7. Contracts with outside concerns in effect as of the date of this Agreement which are in conflict with this Agreement may be continued but not renewed.

8. Pending resolution of the cross representation problem, this Agreement shall apply to Communication Department employees represented by the International Brotherhood of Electrical Workers except their rates of pay, basis of pay and seniority and other special rules shall remain unchanged.

9. Pending further negotiation, the rates of pay, basis of pay and seniority of employees in the Electric Traction Department represented by the International Brotherhood of Electrical Workers shall remain unchanged.

PROCEDURE FOR THE TERMINATION OF SENIORITY

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

1. Employees who have attained the age of seventy (70) years or who shall attain the age of seventy (70) years before July 1, 1979, shall have their seniority terminated effective June 30, 1979.

2. Each employee who reaches the age of seventy (70) subsequent to June 30, 1979, shall have his seniority terminated effective the last day of the month in which his 70th birthday occurs, or on June 30th of the year in which his 70th birthday occurs, whichever is the later.

3. Employees whose seniority has been terminated under the provisions of this procedure shall not be reemployed by the Company for service within the Electrical Craft.

4. Neither this procedure, nor any provision contained herein, nor any application thereof, shall be considered or used as a basis for any time or money claim against the Company.

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

ARTICLE I - UNION SHOP

1. Subject to the terms and conditions hereinafter set forth all employees of the Company who are covered by all rules and working conditions agreement between the Company and the Organization and while assigned to positions which come within the Scope of that Agreement shall, as a condition of their continued employment subject to such Agreement, be governed by the following:

2. An employee in the service of the Company on the effective date of this Agreement, who is on such date a member of the Organization through voluntary membership, will satisfy the requirements of Paragraph 1 hereof by retaining such membership during the period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

3. An employee assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, in the service of the Company on the effective date of this Agreement, who is not on such date a member of the Organization, will satisfy the requirements of Paragraph 1 hereof by acquiring membership in the Organization within sixty (60) calendar days of the effective date of this Agreement and thereafter retains membership during the period he is assigned to a position referred to in Paragraph 1 hereof, or during the period this Agreement remains in effect, whichever is shorter.

4. A person not in the service of the Company on the effective date of this Agreement and who thereafter is assigned to a position included within the Scope of this Agreement, as provided in Paragraph 1 hereof, will satisfy the requirements of that paragraph by acquiring membership in the Organization within sixty (60) calendar days of the date such employee is assigned to such position and by thereafter retaining membership during the period such employee is so assigned, or during the period this Agreement remains in effect, whichever is shorter.

5. Nothing in this Agreement shall require an employee to become or 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 membership is denied or terminated for any reason other than the failure of the employee to tender periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in the Organization. The dues, initiation fees, and assessments referred to herein means indebtedness accruing for these items following the effective date of this Agreement.

6. Every employee, as referred to in Paragraph 1 hereof, shall be considered by the Company either to be a member of the Organization as provided for herein, or as having been denied membership in the Organization signatory hereto, unless the Company is advised to the contrary in writing by the Organization. The Organization shall be responsible for initiating action to enforce the terms of this Agreement.

7. (a) An employee promoted to an official or other position not included within the Scope of this Agreement as provided in Paragraph 1 hereof, who retains and/or accumulates seniority under the provisions of the rules and working conditions agreement, will not, while so assigned, have such seniority terminated by reason of any of the provisions of this Agreement.

(b) An employee assigned to a position not included within the Scope of this Agreement as provided in Paragraph 1 hereof, who retains and/or accumulates seniority under the provisions of the rules and working conditions agreement, will not, while so assigned, have his seniority terminated by reason of any of the provisions of this Agreement.

8. An employee furloughed due to reduction of force, or who is off duty by reason of sickness, or leave of absence who retains and/or accumulates seniority under the provisions of the rules and working conditions agreement will not have such seniority terminated by reason of any of the provisions of this Agreement.

9. The seniority status and rights of an employee furloughed to serve in the Armed Forces shall not be terminated by reason of any of the provisions of this Agreement.

10. An employee retired on disability annuity under the Railroad Retirement Act at an age earlier than sixty-five (65) and who retains seniority until he reaches the

age of sixty-five (65) shall not have his seniority status and rights terminated by reason of any of the provisions of this Agreement.

11. (a) The Organization shall be responsible for filing notice with the Company concerning an employee who has failed to comply with the membership requirements of this Agreement, and unless notified to the contrary by the Organization, an employee will be considered by the Company as having fulfilled the requirements of this Agreement.

(b) The involved General Chairman of the Organization will furnish to the Manager-Labor Relations involved written notice, in duplicate, showing the name, title, roster number, and seniority district of each employee who has failed to comply with the membership requirements of this Agreement.

12. (a) Within five (5) calendar days from the date the Manager-Labor Relations receives notice provided for in Paragraph 11 (b), he shall transmit the General Chairman's notice to the employee named therein, and furnish to the General Chairman a copy of the transmittal letter.

(b) An employee will be considered notified if the General Chairman's notice has been sent to his last known address through registered United States mail with return receipt requested.

(c) Fifteen (15) calendar days from the date the Manager-Labor Relations mailed notice to the employee, as provided in Paragraph 12 (a) hereof, the said employee's seniority shall be terminated, unless notice is withdrawn by the Organization in the interim, or request for hearing is filed by the employee in accordance with the provisions of Paragraph 13 (b) hereof.

13. (a) Rules pertaining to discipline and appeals of the rules and working conditions agreement between the Company and the Organization, are inapplicable to the termination of seniority provided for in this Agreement.

(b) An employee notified in accordance with the provisions of Paragraph 12 (a), that he has failed to comply with membership provisions of this Agreement, may file a written request with the Manager-Labor Relations for a hearing; to receive consideration, such request must be received by the Manager-Labor Relations within ten (10) calendar days from the date the Manager-Labor Relations mailed the notice to the employee.

Receipt by the Manager-Labor Relations of notice from an employee that he wishes to dispute the charge that he has failed to comply with the membership requirements of this Agreement shall operate to stay action on the termination of his seniority pending final decision for a period of ten (10) days thereafter. In any event, such termination will not be required to be effective until such time as a qualified employee for him is available through the normal processes, but in no event shall such period exceed thirty (30) days from date of final decision.

(c) The hearing referred to in Paragraph 13 (b) shall be held within ten (10) calendar days from the date request is received by the Manager-Labor Relations, the employee shall be notified of the place and time fixed for the hearing and copy of such notification shall be furnished the General Chairman, and the Organization may be represented at the hearing.

Such hearing shall be confined exclusively to the question of the employee's compliance with the membership provisions of this Agreement. The employee will be required at this hearing to furnish substantial proof of his compliance with the provisions of this Agreement.

(d) The decision of the Manager-Labor Relations shall be rendered within five (5) calendar days of the hearing and shall be final, unless appeal therefrom is taken as provided in Paragraph 13 (f) hereof. The General Chairman shall be furnished with a copy of the decision.

(e) When the Manager-Labor Relation's decision confirms findings that the employee failed to comply with the provisions of this Agreement, such employee's seniority shall be terminated five (5) calendar days after date of Manager-Labor Relation's decision, except receipt by him of notice of appeal as provided in Paragraph 13 (f) hereof, shall operate to stay action on the termination of such employee's seniority pending final decision. In any event, such termination will not be required to be effective until such time as a qualified employee is available for him through the normal processes, but in no event shall such period exceed thirty (30) days from date of final decision.

(f) In the event either the employee or the Organization desires to dispute the decision of the Manager-Labor Relations and so advises him, in writing, within ten (10) calendar days from the mailing date of the Manager-Labor Relation's notice, such dispute shall be submitted to a neutral arbitrator, to be selected by the National Mediation Board, whose decision as to whether or not the employee has complied with the membership requirements of

this Agreement shall be final and binding. All fees, salary and expenses of the neutral arbitrator shall be borne equally by the Company and the Organization.

14. Employees whose services are terminated for non-compliance with the provisions of this Agreement will be regarded as having terminated their employee relationship for all vacation purposes.

15. An employee dropped from the service account of non-compliance with the provisions of this Agreement shall not thereafter be restored to the service except as a new employee, or except as provided for in Paragraph 16 hereof.

16. If any employee is released from the service for non-compliance with the provisions of this Agreement and such release is subsequently determined to be improper, unlawful or unenforceable, the employee shall be returned to service without impairment of seniority rights.

17. (a) Neither this Agreement nor any provision contained herein shall be used in any manner whatsoever as a basis for a grievance or time or money claim by or on behalf of any employee against the Company; nor shall any provision of any other agreement between the parties hereto be used as a basis for a grievance or time or money claim by or on behalf of any employee against the Company predicated upon any action taken by the Company in applying or complying with this Agreement or upon an alleged violation, misapplication or non-compliance with any provision of this Agreement.

(b) In the event that seniority in the crafts or classes covered by this Agreement is terminated under the provisions of this Agreement, and such termination of seniority is subsequently determined to be improper, unlawful, or unenforceable, the employee whose seniority was so terminated shall be returned to service in said craft or class without impairment of seniority rights and the Organization shall indemnify and save harmless the Company against any and all liability, including wage loss, arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment.

ARTICLE II--DUES DEDUCTION

1. Subject to the conditions herein set forth, the Company will withhold and deduct from wages due employees represented by the Organization, amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties, nor insurance premiums unless included in

the periodic dues) uniformly required as a condition of acquiring or retaining membership in the Organization.

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

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

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

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

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

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

7. An employee who has executed and furnished to the Company an assignment may revoke said assignment by executing the revocation form specified herein within fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment it shall be considered as re-executed and may not be revoked for an additional period of one (1) year, unless within such year this Agreement or the rules and working conditions agreement between the parties hereto is terminated, and the re-executed assignment shall similarly continue in full force and effect and be considered as re-executed from year to year unless and until the employee shall execute a revocation form within fifteen (15) days after the end of any such year. Revocations of assignments shall be in writing and on the form specified in Attachment "C" hereto. Attachment A, B and C shall be reproduced and furnished as necessary by the Organization without cost to the Company. The Organizations shall assume the full responsibility for the procurement of the execution of the forms by employees, and for the delivery of said forms to the Company. Assignment and revocation of assignments forms shall be delivered with the deduction list herein provided for, to the Company not later than the 26th of the month preceding the month in which the deduction or termination of deduction is to become effective.

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

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

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

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

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

CONSOLIDATED RAIL
CORPORATION

/s/ Peter A. Puglia
General Chairman

/s/ R. E. Swert
Asst. Vice President-
Labor Relations

/s/ Spartaco Mazzulli
General Chairman

/s/ John A. Bradley
General Chairman

/s/ Harvey L. Lindenmuth
General Chairman

WAGE DEDUCTION AUTHORIZATION

REGION

CONSOLIDATED RAIL CORPORATION AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

DIVISION

EMPLOYEE NUMBER

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

WORK LOCATION

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

DIRECTOR-PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

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

DATE

SIGNATURE

LOCAL NUMBER

SHEET OF

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

[illegible]

I.B.E.W. ATTACHMENT "B"

WAGE ASSIGNMENT REVOCATION

REGION

CONSOLIDATED RAIL CORPORATION AND
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

DIVISION

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

WORK LOCATION

EMPLOYEE NUMBER

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

DIRECTOR-PAYROLL OPERATIONS CONSOLIDATED RAIL CORPORATION

EFFECTIVE IN THE NEXT CALENDAR MONTH, I HEREBY REVOKE
THE WAGE ASSIGNMENT AUTHORIZATION NOW IN EFFECT ASSIGNING
TO THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
THAT PART OF MY WAGES NECESSARY TO PAY INITIATION FEES,
PERIODIC DUES, AND ASSESSMENTS, AND I HEREBY CANCEL THE
AUTHORIZATION.

DATE

SIGNATURE

LODGE NUMBER

March 14, 1979

Messrs: P. A. Puglia
J. Bradley
H. Lindenmuth
S. Mazzulli
General Chairmen
International Brotherhood of
Electrical Workers

Gentlemen:

Rules covering the handling of claims and grievances and those covering the handling of discipline in the Single Collective Bargaining Agreement reached March 14, 1979, will apply only to claims or offenses arising on or after May 1, 1979, except for discipline imposed after May 1, 1979, Rules 6-A-4 and 7-A-1 will apply. All other matters involving claims of offenses arising prior to May 1, 1979, shall be handled in accordance with the rules of the former railroad agreements.

Very truly yours,

/s/ R. E. Swert

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

MEMORANDUM OF UNDERSTANDING COVERING
ELECTRICIAN INSTRUCTOR

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

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

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

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

INTERNATIONAL BROTHERHOOD
OF ELECTRICIAN WORKERS

CONSOLIDATED RAIL
CORPORATION

Peter A. Puglia
General Chairman

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

/s/ Spartaco Mazzulli
General Chairman

/s/ John A. Bradley
General Chairman

/s/ Harvey L. Lindenmuth
General Chairman

Philadelphia, Pa.
March 14, 1979

EXCERPT FROM THE NATIONAL VACATION AGREEMENT OF
DECEMBER 17, 1941 AS AMENDED

Article 1.

(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) such years, not necessarily consecutive.

(c) Effective with the calendar year 1979, 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 nine (9) 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 nine (9) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1979, 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 eighteen (18) 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 eighteen (18) 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 year 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 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.

* * * * *

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.

PURSUANT TO THE PROVISIONS OF ARTICLE IV - SENIORITY OF THE SINGLE IMPLEMENTING AGREEMENT OF JULY 23, 1975, AND THE PROCEDURAL AGREEMENT OF JULY 31, 1975, THIS AGREEMENT IS ENTERED INTO THE 11th DAY OF MARCH, 1976, BETWEEN THE CONSOLIDATED RAIL CORPORATION AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS PROVIDING THE PROCEDURES FOR DETERMINING SENIORITY OF EMPLOYEES TO BE EFFECTIVE UPON CONVEYANCE.

IT IS AGREED:

- I. The eighteen regional seniority districts as described in detail in Appendix A of the Agreement dated October 21, 1975, and the Altoona Works (former PC) seniority district are established to be effective upon conveyance.
 - A. The existing seniority districts and rosters for employees in the electric traction and communication departments will remain in effect upon conveyance.
- II. All employees accepting employment with the Corporation who appear on active seniority rosters on the day prior to conveyance which are located within the territory of a new district shall be dovetailed into the new regional seniority district roster on the basis of their earliest seniority date on such rosters in each class.
 - A. Employees with the same seniority date from the same prior seniority roster shall be ranked on the new regional roster in the same relative order. Employees with the same seniority date from different rosters shall be ranked on the new regional roster on the basis of the earliest date last entered the craft; if identical, then on the basis of the earliest date last employed; if still identical, then by lot chosen in the presence of a representative of the Corporation and the General Chairman or his representative.
 - B. Employees on defunct seniority rosters from which no employees have worked since January 2, 1971, shall be placed on the appropriate new regional seniority district roster with the date of conveyance as their seniority date. The ranking of employees with the same seniority date shall be governed by Paragraph A above.

- C. An employee on a prior seniority district roster that overlaps two or more new regional seniority districts shall be placed on the new regional seniority district roster that encompasses the location (headquarters) where the employee was working prior to conveyance or, in the case of an inactive employee, the location where the employee last worked. Such an employee shall have the option, which must be exercised within one year from the date the first new regional seniority roster is posted, to have his seniority transferred to one of the other new regional rosters that encompasses the territory of his prior seniority district. This option must be made in writing to the designated official of the Corporation with copy to the local union representative and shall be irrevocable. Such an employee on furlough, leave of absence or disability on the date the roster is posted will have not less than 60 days to exercise this option upon return to active service.
- D. The term "prior seniority district" as used in this agreement refers to the point, location, division or territory covered by the employee's prior seniority roster.

III. Prior seniority district rights will be maintained within the new regional seniority districts with appropriate symbol designations on the new rosters. Employees with a symbol shall have prior rights to positions located within the territory of their prior seniority district.

- A. Employees with prior rights must exercise seniority only within their prior right roster territory that is included in their new regional seniority district. Prior right seniority may be exercised within the prior right territory located outside the new regional seniority district on a voluntary basis.
- B. Employees hired on or after conveyance date must exercise seniority within a 30-mile radius of their point of hire within their new regional seniority district to maintain their seniority.
- C. Employees may exercise seniority on a voluntary basis at any location within the new regional district.

IV. Employees who are apprentices and employees who are on upgraded or non four-year rosters on the date of conveyance shall be placed on the new regional mechanics seniority roster as of the date of conveyance and shall be ranked on the basis of the date they began apprenticeship or the date shown on the upgraded or non four-year roster. Such employees shall likewise have prior rights as of the date of conveyance on the former mechanics' prior right district where they began their apprenticeship or training. The ranking of employee with the same seniority date shall be governed by Paragraph A of Article II. An asterisk shall be shown next to the apprentices' names on the roster indicating that such seniority cannot be exercised. Upon completion of apprenticeship, the asterisk shall be removed and retroactive seniority rights, if any, will be granted to apprentices on both the new regional roster and the former mechanics' prior right district in accordance with the rules of the former railroad agreement. Retroactive prior rights, if any, will also be granted to upgraded or non four-year mechanics on the former mechanics' prior right district in accordance with the rules of the former railroad agreement.

A. Such upgraded employees who hold helpers' seniority in their prior seniority district and who elect to return to helper status in accordance with the applicable rule of their former railroad agreement shall forfeit all mechanic seniority standing and shall acquire new regional helper seniority as of their helper seniority date.

V. Employees on helper rosters actively working as helpers and inactive employees who last worked in the craft covered by this agreement as helpers shall be dovetailed into the appropriate new regional seniority district helper roster in accordance with the provisions of Article I and II of this Agreement. Those employees who possess seniority on helper rosters but are not working or did not last work in the craft covered by this agreement as helpers shall retain prior rights as helpers in their former seniority district but shall not accrue other helper seniority on the new regional seniority roster.

VI. In accordance with Section 505(d)(4)(C) of the Act, the following shall govern in the event the Corpor-

ation desires to transfer protected employees who are deprived of employment. It is understood that the Corporation will not transfer any protected employee deprived of employment to a vacancy requiring a change in residence from which an employee has been separated or terminated under the provisions of Section 505(e) or (f) of the Act, or any similar vacancy created in lieu thereof.

- A. The Corporation shall notify the involved General Chairmen of the proposed transfer, giving the location and nature of the vacancy(s) and the location and number of protected employees deprived of employment in the prior seniority district(s) to which the offer of transfer will be made.
- B. A meeting will be held within 10 but not later than 20 days from the date of notification to discuss the transfer. At this meeting agreement shall be reached as to which prior seniority districts (or portions thereof where a prior district encompasses more than a 30 miles radius) the offer will be made in sequence. If no agreement is reached at this meeting the offer will be made sequentially to not more than five prior seniority districts (or portions thereof where a prior district encompasses more than a 30 mile radius) located nearest (via highway mileage) to the location of the vacancy(s).
- C. Following the meeting, the vacancy(s) will be advertised for seven (7) calendar days to all protected employees in the prior seniority district as determined under Paragraph B hereof having protected employees deprived of employment. In the event the number of vacancies exceeds the number of protected employees deprived of employment concurrent advertisements may be made to more than one prior district.

However, all protected employees deprived of employment in the prior district first established under Paragraph B hereof shall be awarded or assigned the vacancies before employees of other districts may be assigned or awarded the vacancies.

- D. In the event there are no bids for the vacancy(s), the junior qualified protected employee(s) deprived of employment will be assigned

to the vacancy(s) in writing via Certified Mail or personal delivery, with copy to the involved General Chairmen.

- E. If the vacancy(s) does not require a change in residence, the award(s) or assignment(s) shall become effective seven (7) days after expiration of the advertisement. An employee failing to report to the vacancy, except under circumstances beyond his control, will forfeit all seniority and protection.
- F. If the vacancy(s) does require a change in residence, the award(s) or assignment(s) will become effective twenty (20) days after the expiration of the advertisement.
- G. An employee(s) assigned to a vacancy(s) requiring a change in residence will be entitled to the options provided in Section 505 (d)(1) of the Act which must be exercised within ten (10) days except under circumstances beyond his control. An employee assigned to a vacancy who does not elect separation or furlough shall, if he fails to report on the effective date of assignment, except under circumstances beyond his control, forfeit all seniority and protection. An employee who bids and is awarded a vacancy requiring a change in residence will be entitled to the benefits of Section 505(g) of the Act.
- H. In the event the vacancy(s) is not filled under the foregoing paragraphs it (they) shall be assigned to the next most junior qualified protected employee(s) deprived of employment in accordance with Paragraph D.
- I. If the vacancy(s) is not filled, it may be offered to protected employees in the next prior right seniority district as determined under Paragraph B hereof having protected employees deprived of employment in accordance with the procedures of this Article VI.
- J. An employee who bids and is awarded a vacancy or an employee assigned under Paragraph D and accepting a vacancy shall have his prior

right transferred to the prior right district in which the vacancy exists. In addition, such employee transferred from one new regional seniority district to another will have his new regional seniority roster standing dovetailed into the new regional seniority roster to which transferred.

- K. An employee's seniority in the seniority districts from which transferred shall be retained subject to the following:
1. An employee transferred to another prior right district within the same new regional seniority district must return by bid to the first available permanent position advertised in his original prior right district which would not require a change in residence with respect to the location, on the date of conveyance, of his assignment and residence. Failure to do so will result in the forfeiture of all seniority in the prior right district from which transferred.
 2. An employee transferred to another new regional seniority district will be notified of the first available permanent position to which his retained seniority would entitle him in his original prior right district which would not require a change in residence with respect to the location, on the date of conveyance, of his assignment and residence. This notice will be in writing by Certified Mail or personal delivery. The employee electing to so return must report not later than 14 days after receipt of the notice, and will forfeit all seniority in the districts to which transferred. An employee who does not so report will forfeit all seniority in the districts from which transferred.
 3. The Corporation shall not be liable for any expense with respect to an employee returning to his prior right location under this Paragraph K except as may be otherwise agreed to by the General Chairman and the Corporation.

VIII. A. The new regional seniority district rosters will be prepared as soon as possible following conveyance. The time limit for protesting these initial rosters shall be extended to six months from the date the roster is posted.

B. All protects of the intial rosters not settled in intracorporation grievance procedures will be referred to this Craft Committee for decision. In the event the Craft Committee fails to resolve a protest, it may be progressed in accordance with applicable procedures to a board of adjustment under the Railway Labor Act.

IX. Except as otherwise provided in this agreement any dispute will be subject to the provisions of Section 507 of the Act. (Article VII superceded by Agreement effective May 1, 1979).

Signed this 11th Day of March, 1976.

International Brotherhood
of Electrical Workers

Consolidated Rail
Corporation

/s/ James A. McAteer

/s/ George F. Bent

/s/ Spartaco Mazzuli

/s/ Francis J. Domzalski

Craft Committee Members

Craft Committee Members

PURSUANT TO THE PROVISIONS OF ARTICLE IV -
SENIORITY OF THE SINGLE IMPLEMENTING AGREEMENT
OF JULY 23, 1975, AND PARAGRAPH B OF PROCEDURAL
AGREEMENT OF JULY 31, 1975, THIS AGREEMENT IS
ENTERED INTO THIS 21st DAY OF OCTOBER, 1975,
BETWEEN THE CRAFT COMMITTEES REPRESENTING THE
CONSOLIDATED RAIL CORPORATION AND THE SHOP
CRAFT LABOR ORGANIZATIONS

IT IS AGREED:

1. The eighteen new regional seniority districts as described in detail in Appendix A are established to be effective upon conveyance.
2. The Craft Committees shall remain in effect for one year following conveyance for the purpose of reviewing these districts and jointly agreeing to any changes. The committees will meet promptly at the written request of any party to this agreement.
3. Where joint agreement cannot be reached, an individual craft committee may agree to change the seniority districts for the involved craft.

Signed this 21st day of October, 1975.

Shop Craft Labor
Organizations:

/s/ C. C. Bevins

/s/ W. D. Crawford

Brotherhood of Railway Carmen
of the U.S. & Canada

/s/ Charles A. Mumma

/s/ Joseph E. Burns, Jr.

International Association of
Machinists & Aerospace Workers

/s/ William B. Mochrie, Jr.

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

Consolidated Rail
Corporation:

/s/ G. F. Bent

/s/ J. H. Palmer

/s/ S. A. Chiseri
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers

/s/ James A. McAteer

/s/ S. Mazzulli
International Brotherhood of
Electrical Workers

/s/ G. J. Francisco

/s/ Clarence Rivers
International Brotherhood of
Firemen and Oilers

/s/ Richard E. Martin

/s/ Charles F. Connell
Sheet Metal Workers
International Association

/s/ Albert Terriego

Robert W. McManus
Transport Workers Union of America

CONSOLIDATED RAIL CORPORATION
1818 Market Street . Fifteenth Floor
Philadelphia, Pennsylvania 19103

(215) 568-3116

February 10, 1976

Messrs.

C. C. Bevins		G. J. Francisco	
W. D. Crawford	BRCUSC	C. Rivers	IBF&O
C. A. Mumma		R. L. King	
J. E. Burns, Jr.	IAMAW	C. F. Connell	SMWIA
W. B. Mochrie, Jr.		A. A. Terriego	
S. A. Chiseri	IBBB	R. W. McManus	TWUA
J. A. McAteer			
S. Mazzulli	IBEW		

Gentlemen:

This refers to our agreement of October 21, 1975, establishing 18 new regional seniority districts to be effective upon conveyance.

In accordance with the Final System Plan and the July 23, 1975, Single Implementing Agreement, the employees of the following subsidiary companies to be conveyed to ConRail will be subject to the offer of employment with ConRail.

The shop craft employees, if any, of these companies will retain, subject to the terms of the individual craft agreements, prior railroad seniority rights and will be dovetailed in the new regional seniority district as indicated:

<u>Subsidiary</u>	<u>New Regional Seniority District</u>
Chicago River and	
Indiana Railroad	#16
Dayton Union Railway	#14
Indianapolis Union Railway	#17
Ironton Railroad	# 5
Lehigh and New England	
Railroad	# 5
New York and Long Branch	
Railroad	# 6
Peoria and Eastern	#17
Union Depot-Columbus	#14

Sincerely,

/s/ G. F. Bent
George F. Bent

/s/ J. H. Palmer
Joseph H. Palmer

CONSOLIDATED RAIL CORPORATION
Suite 1234 - Six Penn Center Plaza
Philadelphia, Pa. 19104

September 22, 1976

Messrs.	C. C. Bevins	G. F. Francisco
	W. D. Crawford	C. Rivers
	Bro. Railway Carmen	Intl. Bro. Firemen & Oilers
	C. A. Mumma	R. L. King
	J. E. Burns, Jr.	C. F. Connell
	Intl. Assn. Machinists	Sheet Metal Workers
	W. B. Mochrie, Jr.	A. A. Terriego
	S. A. Chiseri	R. W. McManus
	Intl. Bro. Boilermakers	Transport Workers Union
	J. A. McAteer	
	S. Mazzulli	
	Intl. Bro. Electrical Workers	

Gentlemen:

This refers to the letter of understanding of February 10, 1976, from Messrs. G. F. Bent and J. H. Palmer, pertaining to employees of subsidiary companies conveyed to Conrail.

It is necessary to amend the letter of understanding of February 10, 1976, to include shop craft employees, if any, of the following corporation:

SUBSIDIARY

NEW REGIONAL
SENIORITY DISTRICT

Merchants Despatch Transportation Corp.

Kensington Yard, Chicago, Ill.	16
Cudahy, Wisconsin	16
Worcester Yard, E. St. Louis, Ill.	17

Accordingly, such shop craft employee, if any, of the above corporation will retain, subject to the terms of the individual craft agreements, prior railroad seniority rights and will be dovetailed in the new regional seniority district as indicated above.

Sincerely,

• /s/ G. F. Bent

G. F. Bent
Director-Labor Relations

cc: Mr. H. P. Dudley, General Chairman
Bro. Railway Carmen of the U.S. and Canada

CRC
Shop Crafts
Seniority Districts

* CRC

Shop Crafts

Seniority District 1

PC Shore Line - Boston to Old Saybrook (MP 105.1)

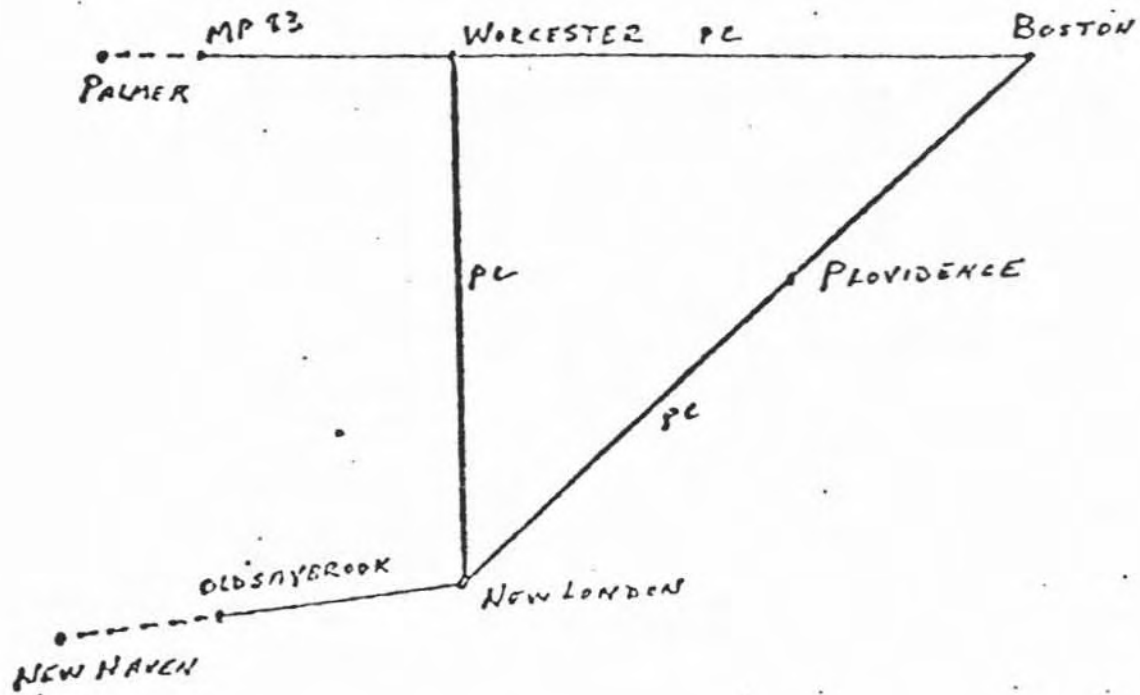
PC B&A Main Line - Boston to MP 83 (E. of Palmer)

All branches in this territory.

CRC

Shop Crafts

Seniority District 1



CRC

Shop Crafts

Seniority District 2

PC Shore Line - Old Saybrook (MP 105.1) to GCT and Pa. Sta.

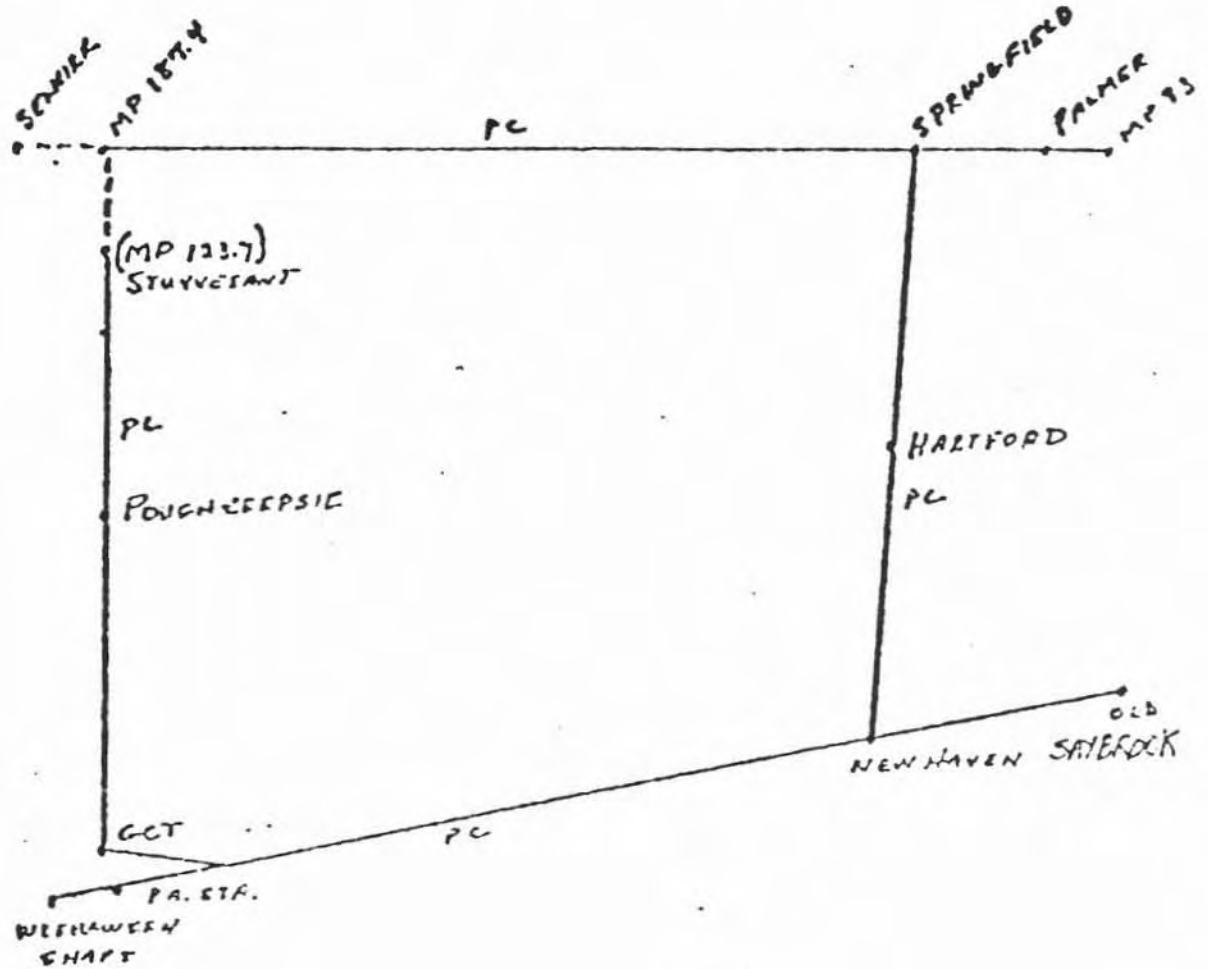
PC Main Line - Pa. Sta. to Weehawken Shaft (MP 1.8)

PC B&A Main Line - MP 83 (E. of Palmer) to MP 187.4 (E. of
Selkirk)

PC Hudson Line - GCT to Stuyvesant (MP 123.7) (E. of
Selkirk)

All branches in this territory.

GRC
Shop Crafts
Seniority District 2



CRC

Shop Crafts

Seniority District 3

PC Main Line - Stuyvesant (MP 123.7) to MP 215.1 (E. of
Little Falls)

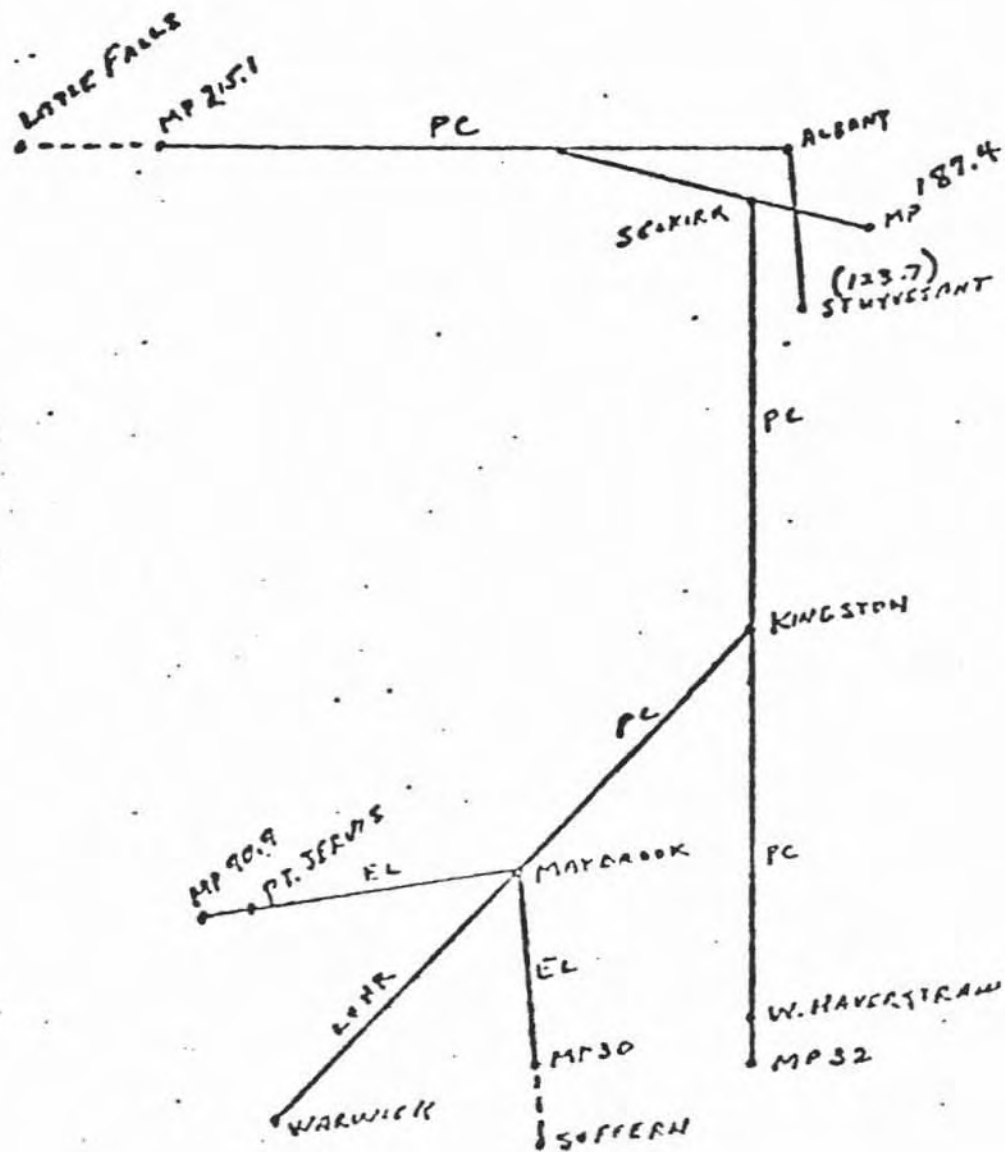
PC River Line - MP 32 (S. of W. Haverstraw) to northern
end.

EL Main Line - MP 30 (N. of Suffern) to MP 90.9 (W. of
Pt. Jervis)

L&HR - Maybrook to Warwick, N.Y. (incl.)

All branches in this territory.

CRC
Shop Crafts
Seniority District 3



CRC

Shop Crafts

Seniority District 4

PC Main Line - MP 215.1 (E. of Little Falls) to MP 329.4
(E. of Lyons)

PC Auburn Branch - Syracuse to MP 30 (W. of Auburn)

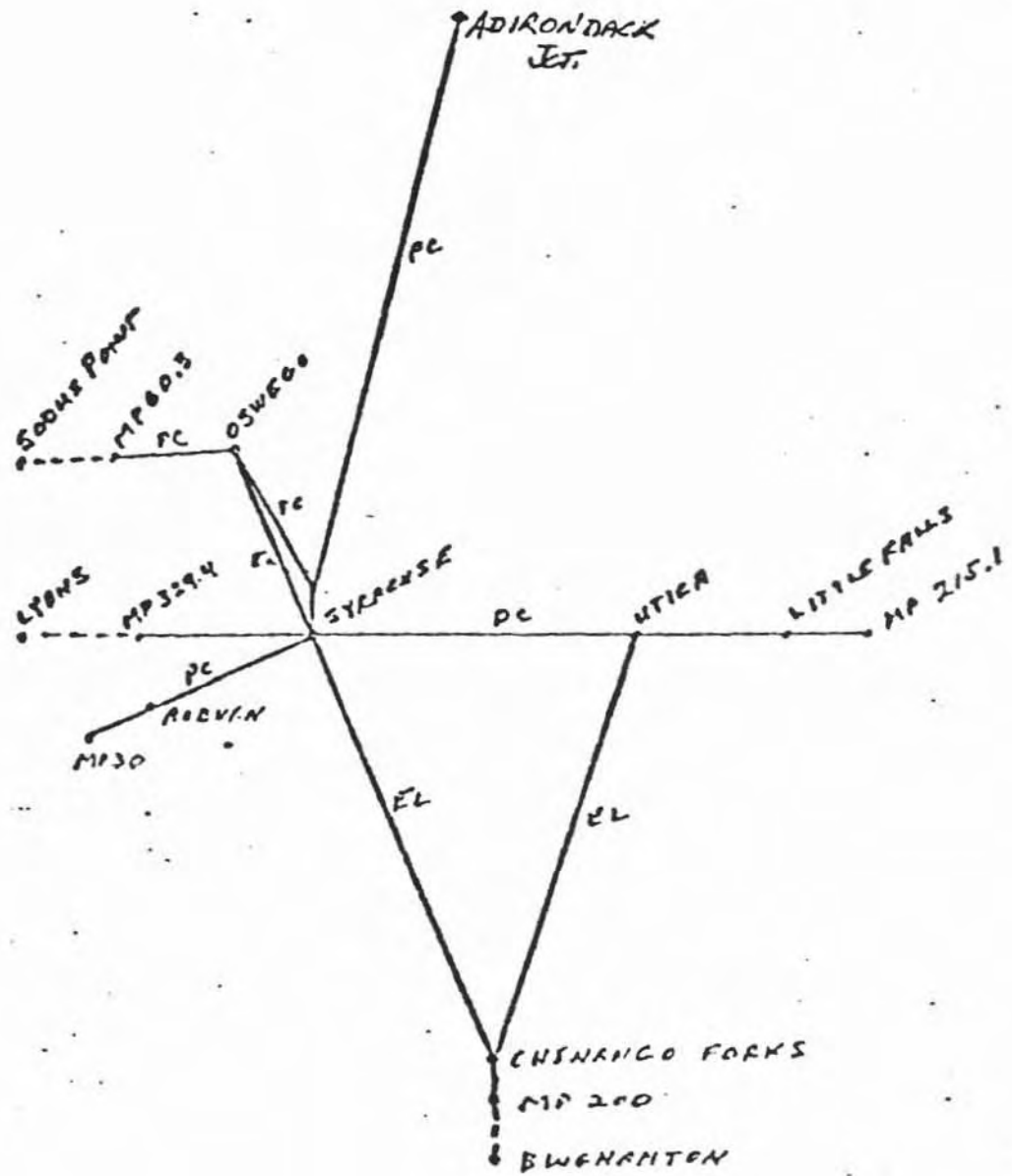
PC Ontario Secondary - Oswego to MP 60.3 (E. of Sodus
Point)

EL Utica Branch - MP 200 (N. of Binghamton) to Utica

EL Syracuse Branch - Chenango Forks to Oswego

All other branches in this territory.

CRC
Shop Crafts
Seniority District 4



CRC

Shop Crafts

Seniority District 5

PC Button Secondary - MP 38.3 (E. of Nescopek) to Wilkes
Barre (MP 60.5)

PC Schuylkill Branch - Hamburg (MP 76.8) to Schuylkill Haver

EL Lackawanna Main Line - N.J. State Line (MP 73.1) to MP
218 (W. of Binghamton)

EL Erie Main Line - MP 90.9 (W. of Pt. Jervis) to MP 218
(W. of Binghamton)

EL Bloomsburg Branch - Scranton to Berwick (MP 177.5)

LV Main Line - N.J. State Line (MP 76.6) to MP 272.4
(W. of Sayre)

Rdg Mahonoy & Shamokin Branch - E. Mahonoy Jct. (MP 103.7)
to MP 128.9 (E. of Mt. Carmel)

Rdg Catasqua Branch - Alburtis to Catasqua (both incl.)

Rdg Bethlehem Branch - Center Valley (MP 47.6) to Bethlehem
(incl.)

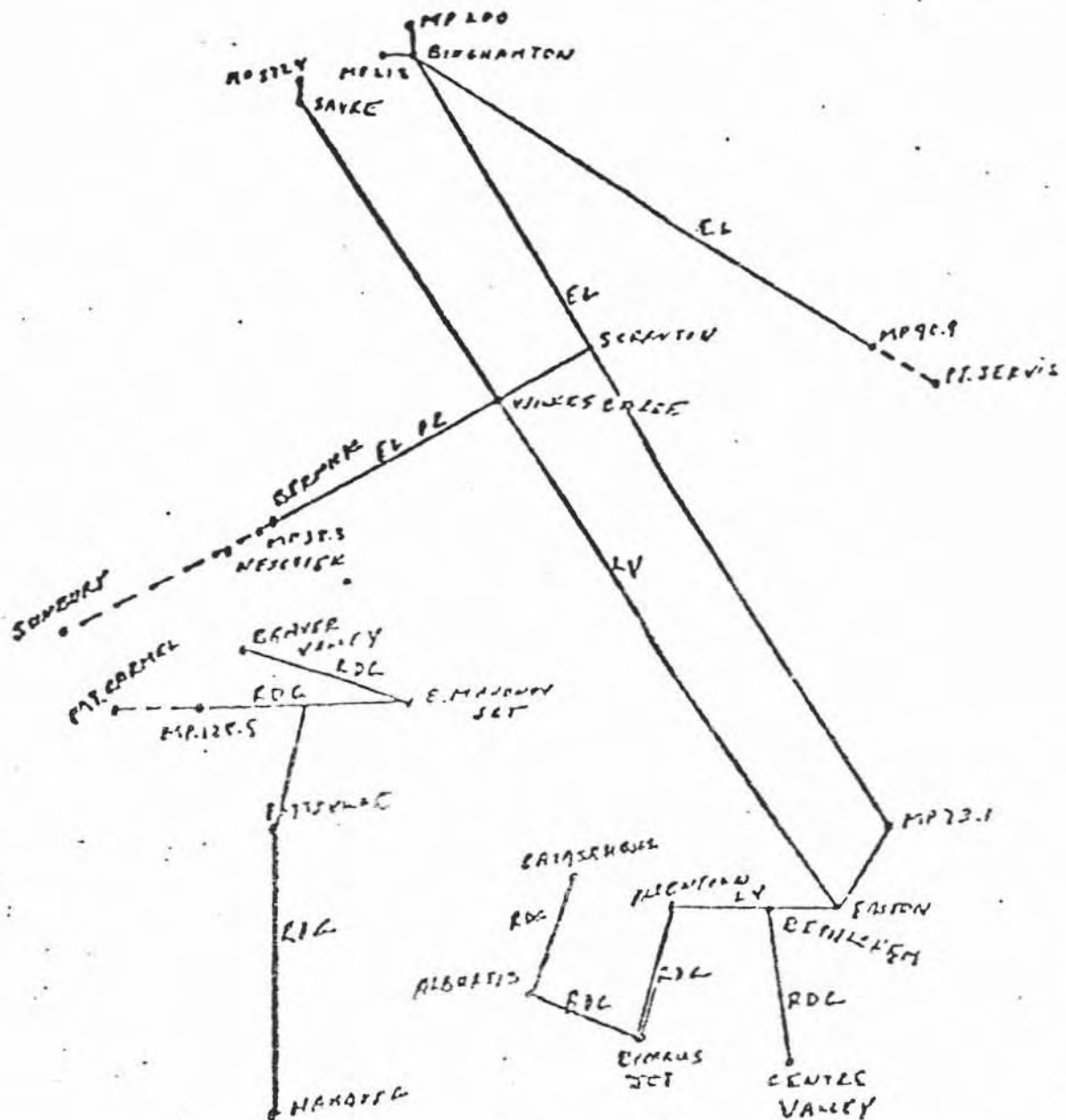
Rdg Main Line - Hamburg (MP 75.3) to Pottsville

Rdg Catawissa Branch - E. Mahonoy Jct. (MP 103.7) to Beaver
Valley (MP 132.2)

Rdg E. Penna. Branch - Allentown to Alburtis (MP 24)

All other branches in this territory.

CRC
Shop Crafts
Seniority District 5



CRC

Shop Crafts

Seniority District 6

PC River Line - MP 32 (S. of W. Haverstraw) to Jersey City

PC Main Line - Weehawken Shaft (MP 1.8) to Morris Tower
(MP 58.6)

PC Trenton Branch - Morris Tower (MP 4.6) to MP 41.3 (E. of
Langhorne)

PC Bordentown Branch - Fair Tower to MP 16 (E. of Riverside)

PC Bel Del Branch - Fair Tower to MP 63.9 (connection with
L&HR)

L&HR - Phillipsburg to Warwick (excl.)

EL Erie Main Line - Jersey City to MP 30 (N. of Suffern)

EL Lackawanna Main Line - Hoboken to N.J. State Line (MP
73.1)

CNJ - Entire CNJ except that portion of the Southern Branch
south of Chatsworth (MP 84.3)

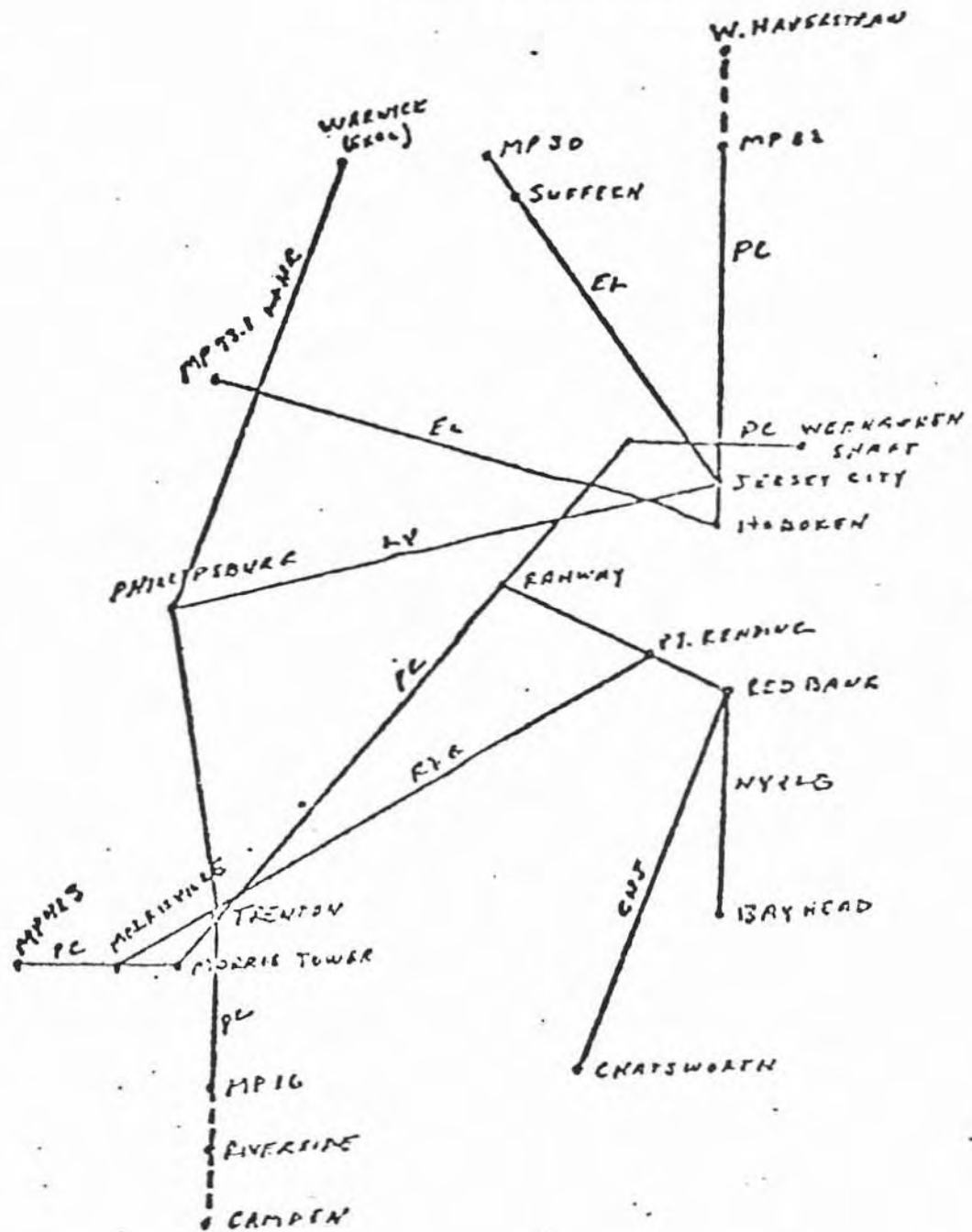
LV - Main Line - Jersey City to Pa. State Line (MP 76.6)

NY&LB - Entire line

Rdg New York Branch - Port Reading to Fairless Jct. (MP
253) (incl. Morrisville Branch)

All other branches in this territory.

CRC
Shop Crafts
Seniority District 6



CRC

Shop Crafts

Seniority District 7

PC Main Line - Morris Tower (MP 58.6) to Washington

PC Main Line - Phila. to MP 43 (E. of Parkesburg)

PC Schuylkill Branch - Valley to Hamburg (MP 76.8)

PC Port Road Branch - Perryville to MP 38.2 (E. of Safe Harbor)

PC Northern Central Branch - Baltimore to Md. State Line (MP 35.6)

PC Bordentown Branch - Camden to MP 16 (W. of Riverside)

PRSL - Entire line

CNJ Southern Branch - Chatsworth (MP 84.3) south to end

Rdg Perkiomen Branch - Perkiomen to Emmaus (MP 36.6)

Rdg Bethlehem Branch - Phila. to Centre Valley (MP 47.6)

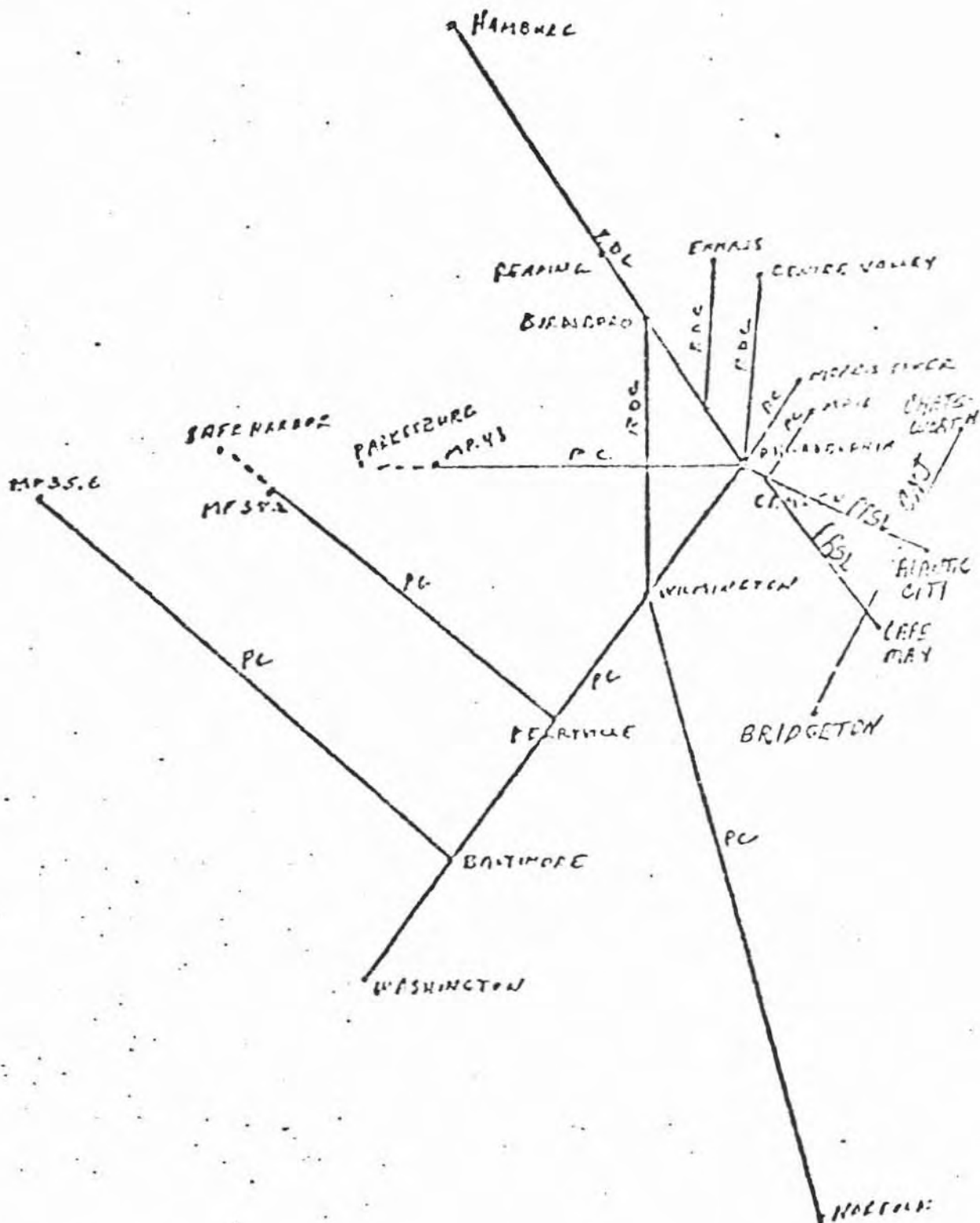
Rdg Main Line - Phila. to Hamburg (MP 75.3)

Rdg Wilmington & Northern Branch - Wilmington to Birdsboro (MP 63.4)

Rdg Reading Belt Branch - Birdsboro to Blandon (entire branch)

All other branches in this territory.

Seniority District 7



CRC

Shop Crafts

Seniority District 8

PC Main Line - MP 43 (E. of Parkesburg) to Mifflin (MP 153.6)

PC Main Line - Harrisburg to MP 270.3 (W. of Watsontown)

PC Button Secondary - Sunbury to MP 38.3 (E. of Nescopek)

PC Port Road Branch - Harrisburg to MP 38.2 (E. of Safe Harbor)

PC Northern Central Branch - Harrisburg to Md. State Line (MP 35.6)

Rdg Shamokin, Sunbury & Lewisburg Branch - W. Milton (MP 170.3) to MP 128.9 (E. of Mt. Carmel)

Rdg Catawissa Branch - White Deer (MP 175) to Beaver Valley (MP 131.2)

Rdg Lebanon Valley Branch - Wyomissing Jct. (MP 2.3) to Harrisburg

Rdg Phila. Hbg. & Pgh. Branch - Harrisburg to Lurgan

EL - Bloomsburg Branch - Berwick (MP 177.5) to Northumberland

All other branches in this territory.

CRC

Shop Crafts

Seniority District 9

PC Main Line - MP 270.3 (W. of Watsontown) to MP 91.6 (S. of Larabee)

PC Emporium Secondary - Emporium to Johnsonburg (MP 110.2)

PC Low Grade Secondary - Driftwood to Reynoldsville (MP 56.1)

PC Main Line - Mifflin (MP 153.6) to Conpitt Jct. (MP 290.5)

PC Black Lick Secondary - Cresson to Black Lick (MP 43.3)

PC Corning Secondary - Jersey Shore to Pa. State Line (MP 85.8)

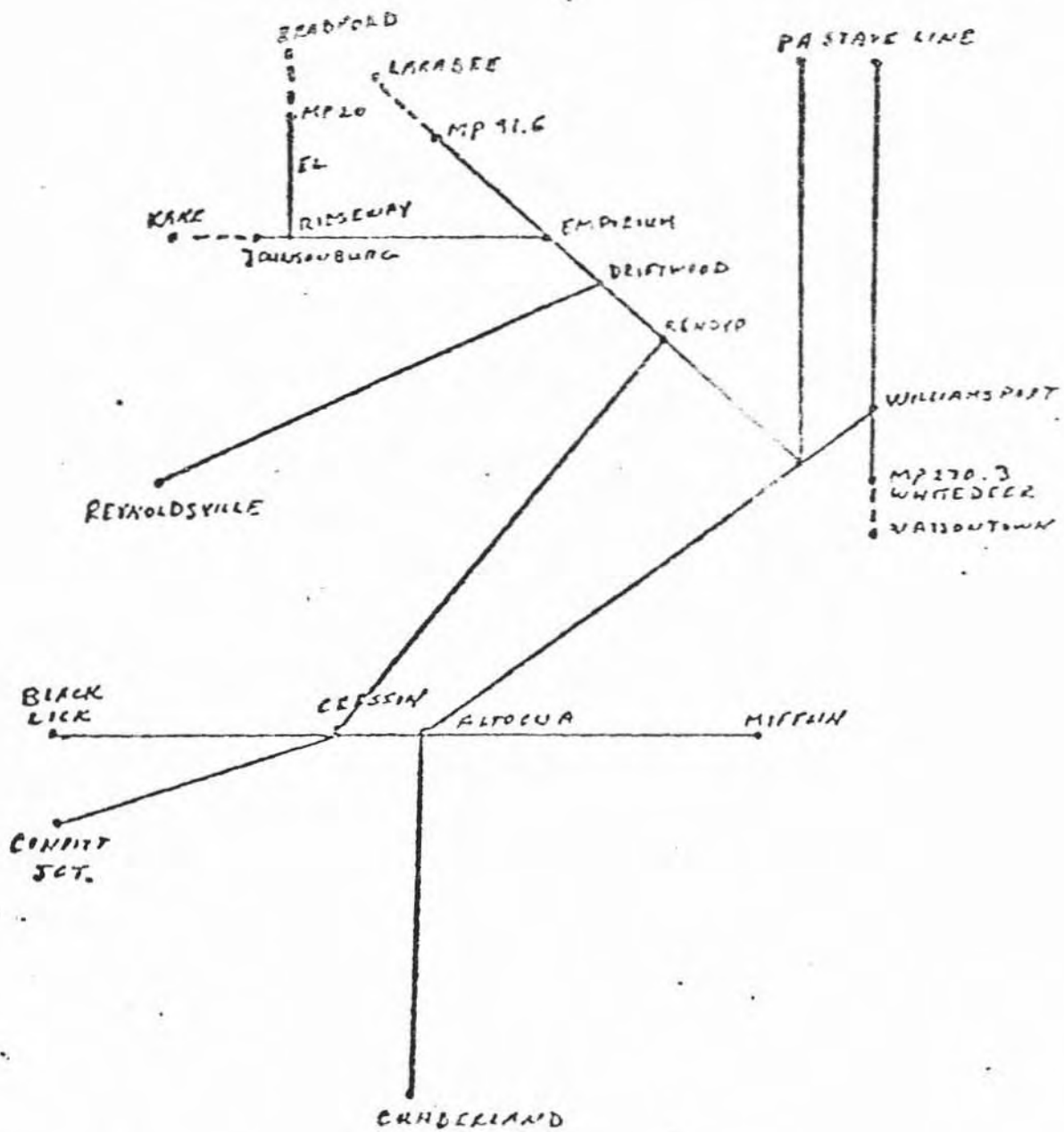
PC Elmira Secondary - Newberry to Pa. State Line (MP 69)

EL Bradford Branch - MP 20 (S. of Bradford) south to end.

Rdg Catawissa Branch - Newberry Jct. to White Deer (MP 175)

All other branches in this territory.

ORE
Shop Crafts
Seniority District 9



CRC

Shop Crafts

Seniority District 10

PC Main Line - MP 329.4 (E. of Lyons) to MP 42 (W. of Dunkirk)

PC Auburn Branch - MP 30 (W. of Auburn) to Geneva

PC Ontario Branch - MP 60.3 (E. of Sodus Point) to Suspension Bridge

PC Main Line - Buffalo to MP 91.6 (S. of Larabee)

PC Dunkirk Industrial - Dunkirk to Warren (excl.)

LV Main Line - MP 272.4 (W. of Sayre) to Buffalo

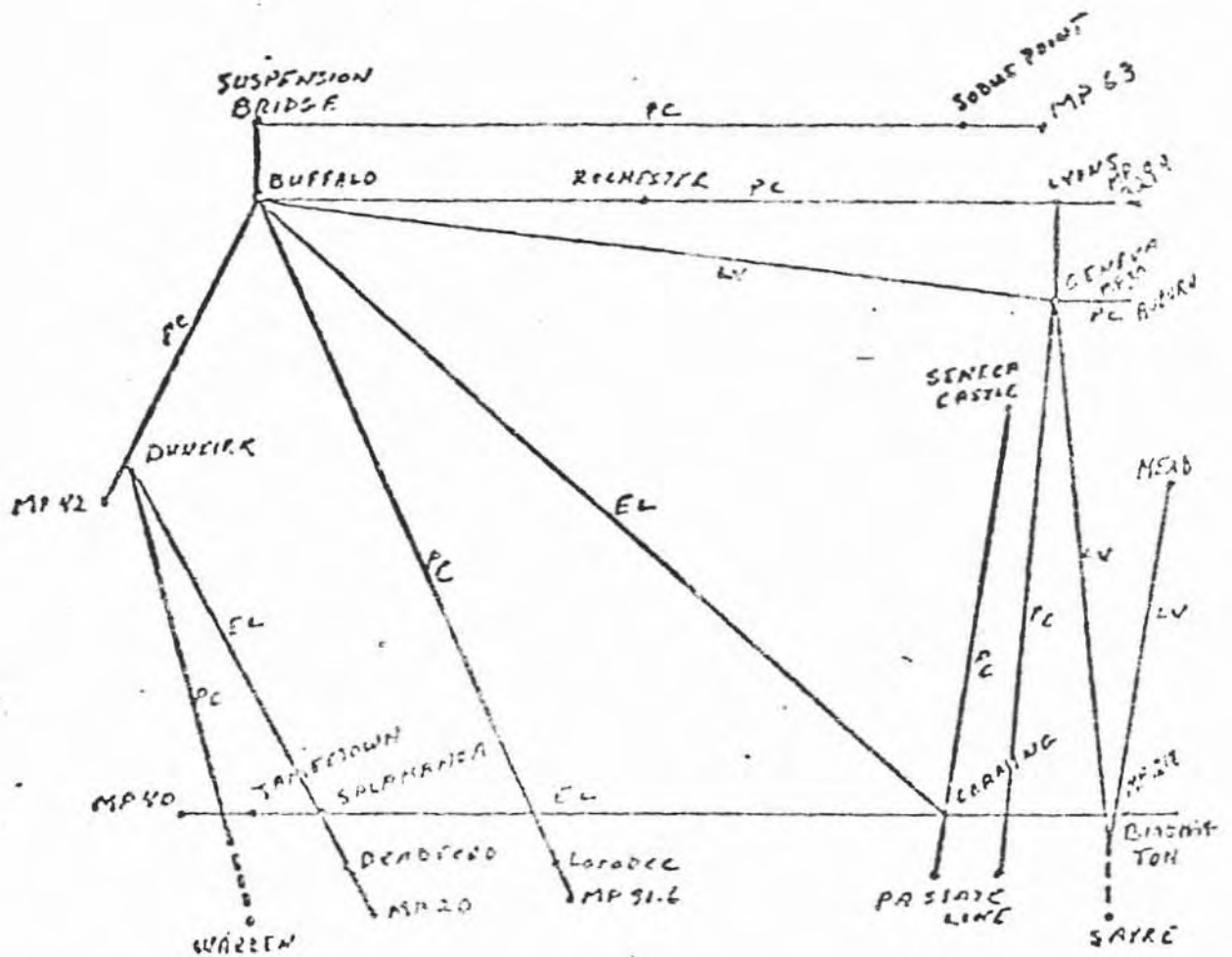
EL Main Line - MP 218 (W. of Binghamton) to MP 40 (W. of Jamestown)

EL Bradford Branch - Carrollton (E. of Salamanca) to MP 20 (S. of Bradford)

EL Main Line - MP -218 (W. of Binghamton) to Buffalo

All other branches in this territory.

CRG
Shop Crafts
Seniority District 10



CRC

Shop Crafts

Seniority District 11

PC Main Line - MP 42 (W. of Dunkirk) to Painesville (MP 153.2)

PC Emporium (Corry, Erie) Secondary - Johnsonburg (MP 102.2) to Erie

PC JF&C Branch - Knox (MP 100.3) west to end.

PC Oil City Secondary - Oil City to MP 72 (N. of Red Bank)

PC Main Line - MP 34 (W. of Beaver Falls) to MP 82.8 (E. of Alliance)

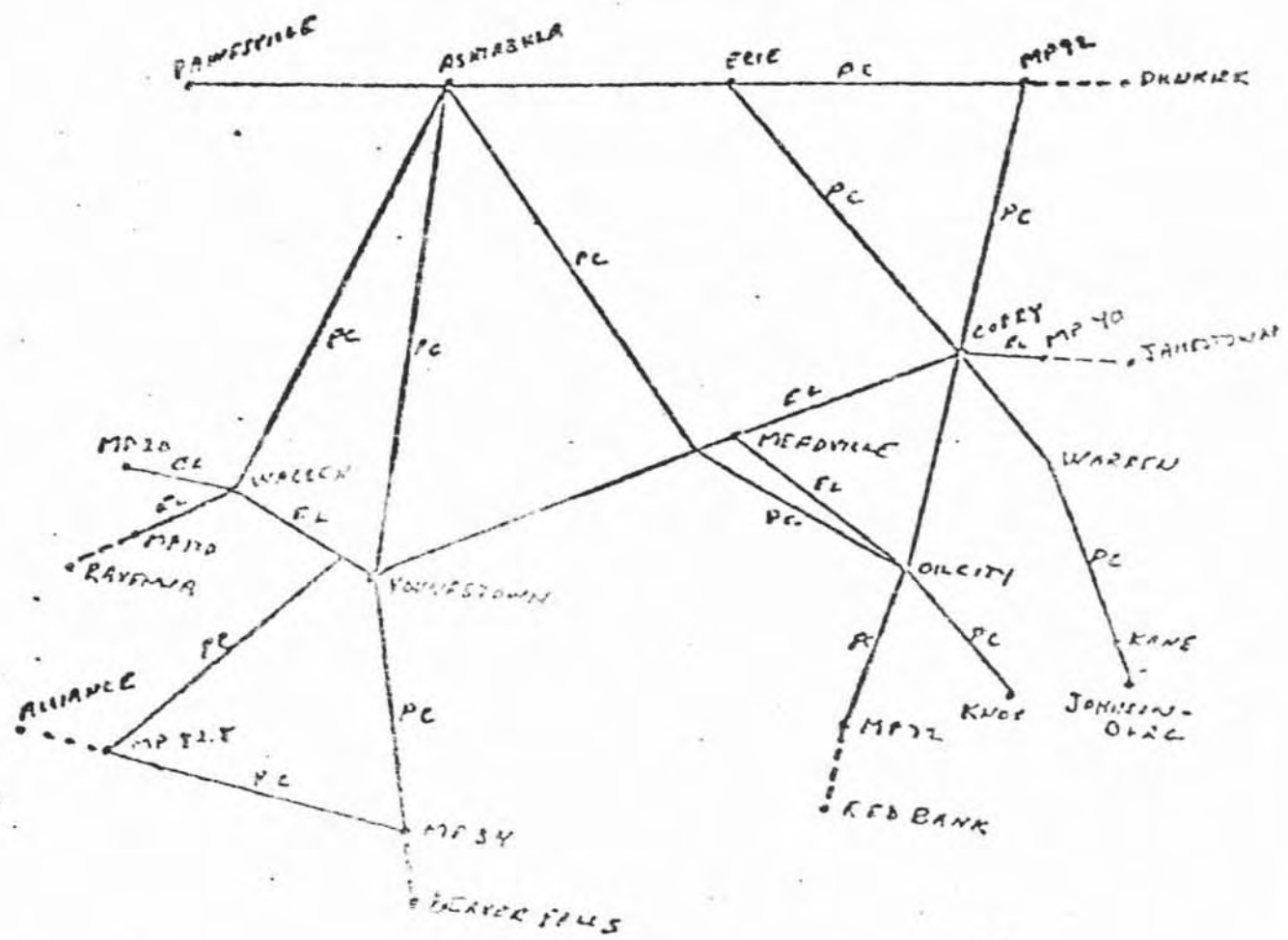
PC Minerva Branch - Alliance (excl.) to Newton Falls

EL Main Line - MP 40 (W. of Jamestown) to MP 170 (E. of Ravenna)

EL Cleveland Branch - Warren to MP 20

All other branches in this territory.

CRC
 Shop Crafts
 Seniority District 11



CRC

Shop Crafts

Seniority District 12

PC Main Line - Conpitt Jct. (MP 290.5) to Pittsburgh

PC Black Lick Secondary - Black Lick (MP 43.3) to Blairs-
ville

PC Low Grade Secondary - Reynoldsville (MP 56.1) to Red
Bank

PC JF&C Branch - Brookville to Knox (MP 100.3)

PC Oil City Secondary - Red Bank to MP 72 (N. of Red Bank)

PC Main Line - Pittsburgh to MP 34 (W. of Beaver Falls)

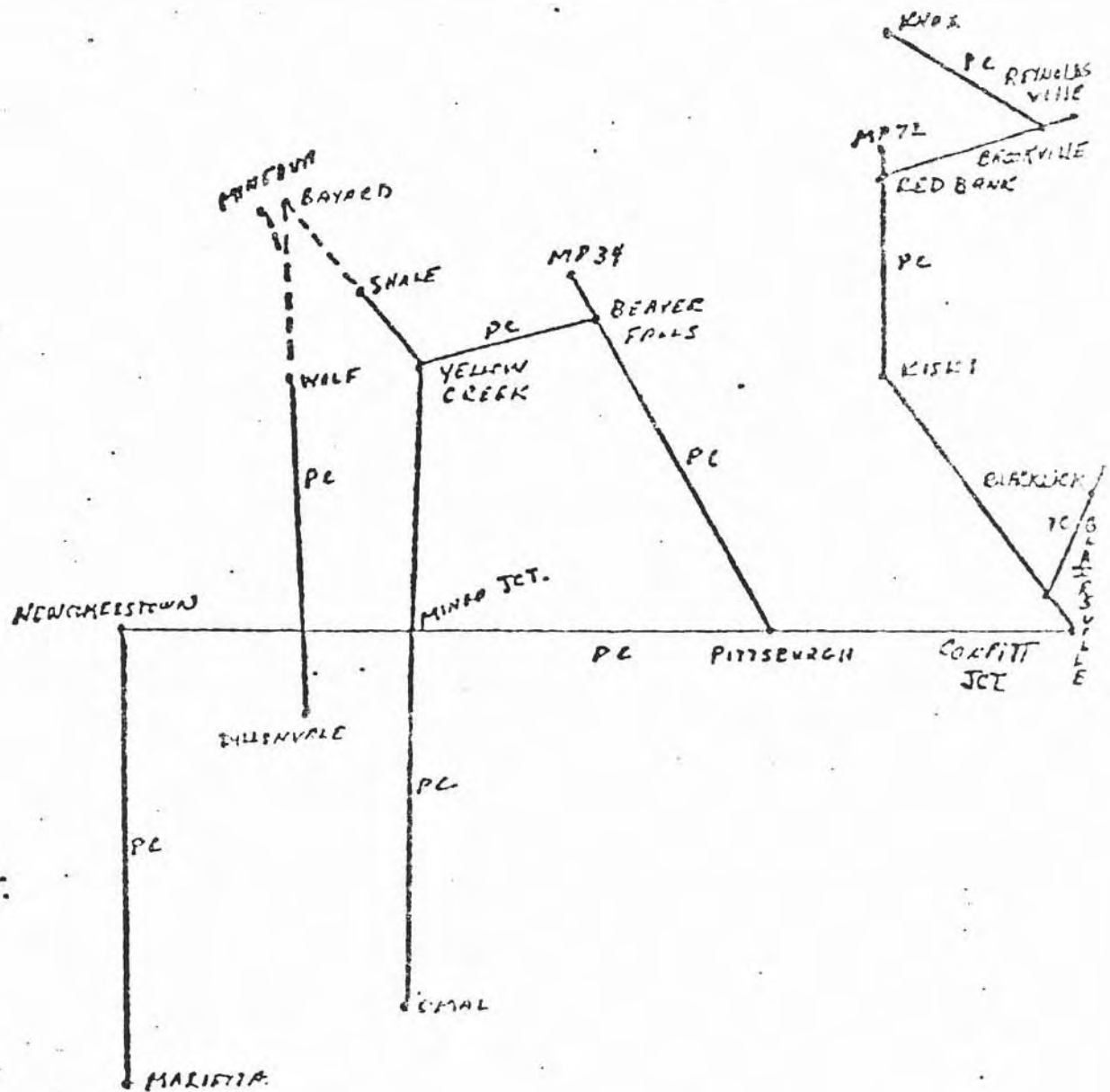
PC Bayard Branch - Yellow Creek to Shale (MP 42.7)

PC Piney Fork Secondary - Wolf (MP 64) to Dillonvale

PC Main Line - Pittsburgh to MP 108.2 (W. of Newcomerstown)

All other branches in this territory.

DR
 Spop Grafts
 Seniority District 12



CRC

Shop Crafts

Seniority District 13

PC Main Line - Painesville (MP 153.2) to MP 240.7 (E. of Sandusky)

PC Norwalk Branch - Elyria to Bellevue (MP 250)

PC Main Line - Cleveland to Crestline (excl.)

PC Main Line - MP 82.8 (E. of Alliance) to Crestline (excl.)

PC Dover Secondary - Dover to MP 84.2 (N. of Newcomerstown)

PC Alliance Branch - Minerva to Wolf (MP 64)

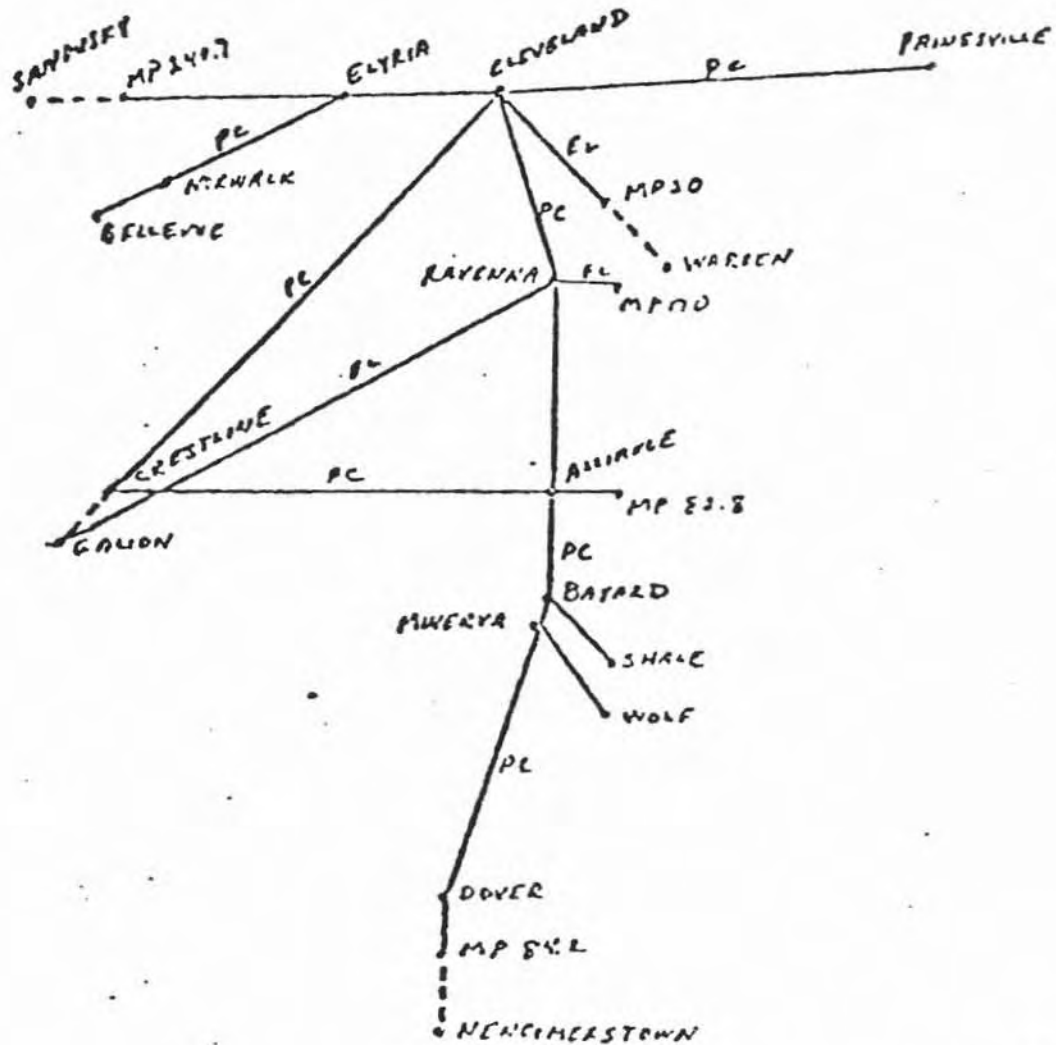
PC Bayard Branch - Bayard to Shale (MP 42.7)

EL Main Line - MP 170 (E. of Ravenna) to Galion (excl.)

EL Cleveland Branch - MP 20 to Cleveland

All other branches in this territory.

CRC
Shop Crafts
Seniority District 13



CRC

Shop Crafts

Seniority District 14

PC Main Line - Crestline (incl.) to MP 263.5 (W. of Lima)

PC Main Line - Columbus to MP 130.5 (W. of Dunkirk, Ind.)

PC Main Line - MP 103.2 (W. of Newcomerstown) to Columbus

PC Main Line - Columbus to MP 137 (W. of Cambridge City)

PC Main Line - Columbus to Crestline (incl.)

PC Main Line - MP 80.3 (W. of Galion) to MP 226.4 (E. of Muncie)

PC Main Line - Cincinnati to MP 54 (E. of Greensburg)

PC Richmond Branch - Cincinnati to MP 95.6 (E. of New Castle)

PC Ridgeville Secondary (Newman Secondary) - Richmond to MP 43.2 (W. of Ridgeville)

PC Springfield Branch - Springfield to MP 93.6 (E. of New Castle)

PC Northern Branch - W. Manchester to MP 127.3 (S. of Van Wert)

PC Mt. Vernon Secondary - Columbus to Holmeville

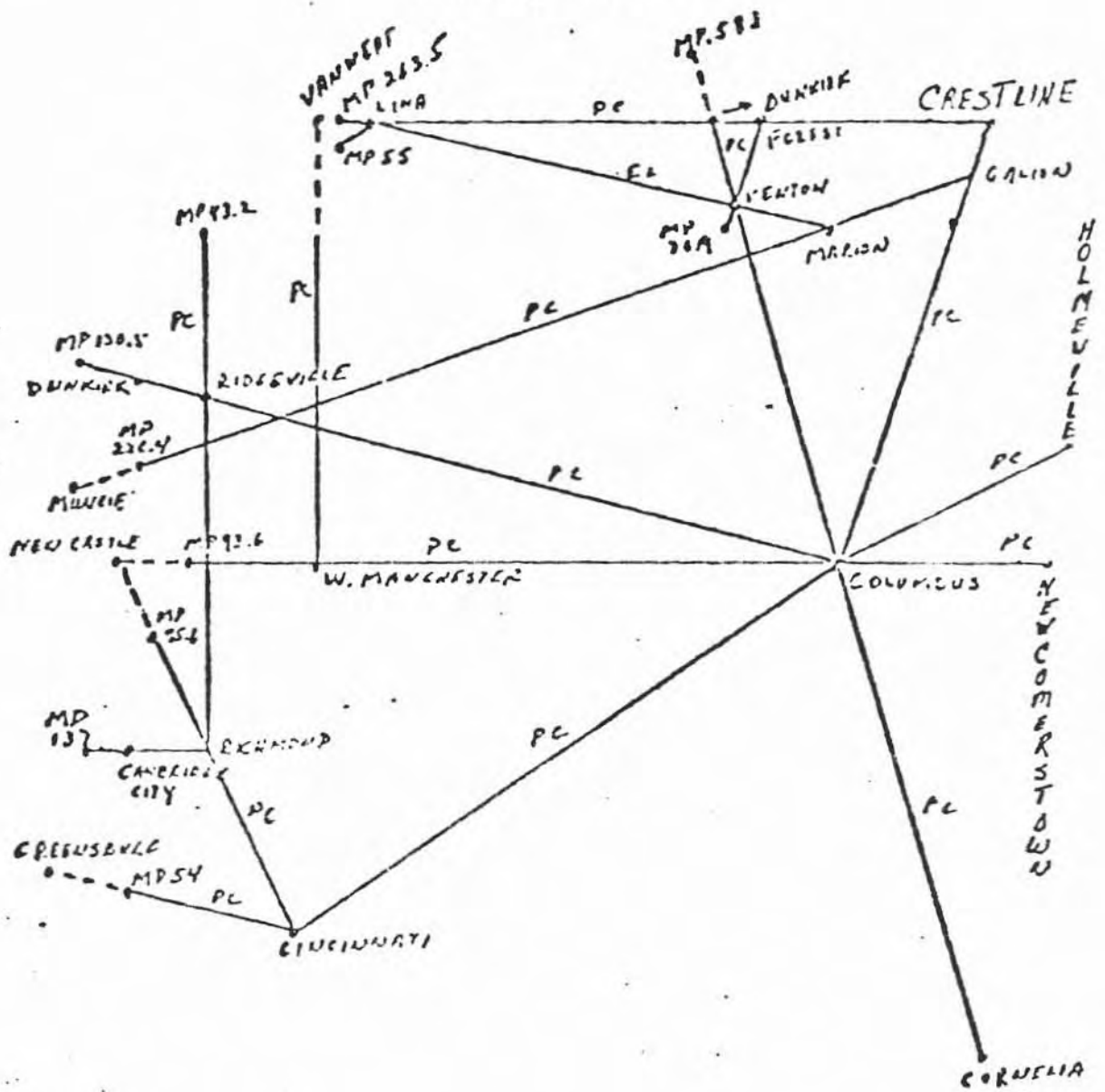
PC Western Branch - Columbus to MP 58.1 (N. of Dunkirk, O.)

PC Eastern Branch - Forest (MP 62.2) to MP 76.9 (S. of Kenton)

EL Main Line - Marion to MP 55 (W. of Lima)

All other branches in this territory.

CRC
Shop Crafts
Seniority District 14



CRC

Shop Crafts

Seniority District 15

PC Main Line - Detroit to MP 189.3 (E. of Niles, Mich.)

PC Elkhart Branch - Jackson to MP 95.5 (E. of Elkhart)

PC Norwalk Branch - Toledo to Bellevue (MP 250)

PC Main Line - MP 240.7 (E. of Sandusky) to MP 420.1 (E. of Elkhart)

PC Main Line - Toledo to MP 130.5 (N. of Dunkirk)

PC Eastern Branch - Toledo to Forest (MP 62.2)

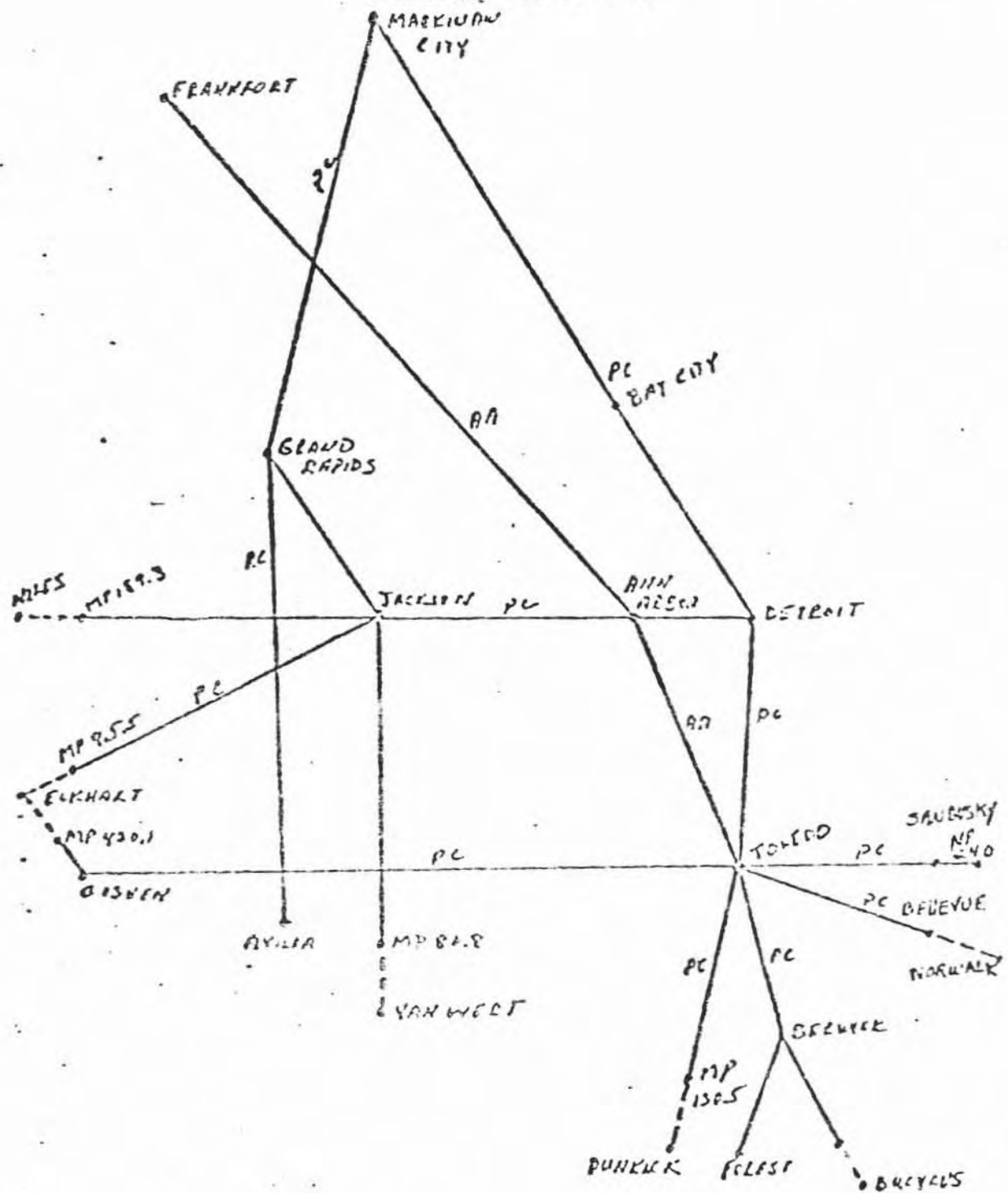
PC Northern Branch - Jackson to MP 80.8 (N. of Van Wert)

PC Thurston Secondary - Berwick to Bucyrus (excl.)

PC GR&I Branch - Avilla (MP 113.6) to Grand Rapids

All other branches in this territory.

ORC
Shop Crafts
Seniority District 15



CRC

Shop Crafts

Seniority District 16

PC Main Line - Chicago to MP 420.1 (E. of Elkhart)

PC Main Line - Chicago to MP 189.3 (E. of Niles, Mich.)

PC Main Line - Chicago to MP 263.5 (W. of Lima)

PC Main Line - Chicago to MP 192.6 (E. of Logansport)

PC Main Line - Kankakee to MP 208.9 (E. of Sheff)

PC Michigan Branch - Elkhart to Marion, Ind. (excl.)

PC Danville & Cairo Branch - Chicago to MP 67.9 (S. of
Sheff)

PC Northern Branch - MP 127.3 (S. of Van Wert) to MP
80.8 (N. of Van Wert)

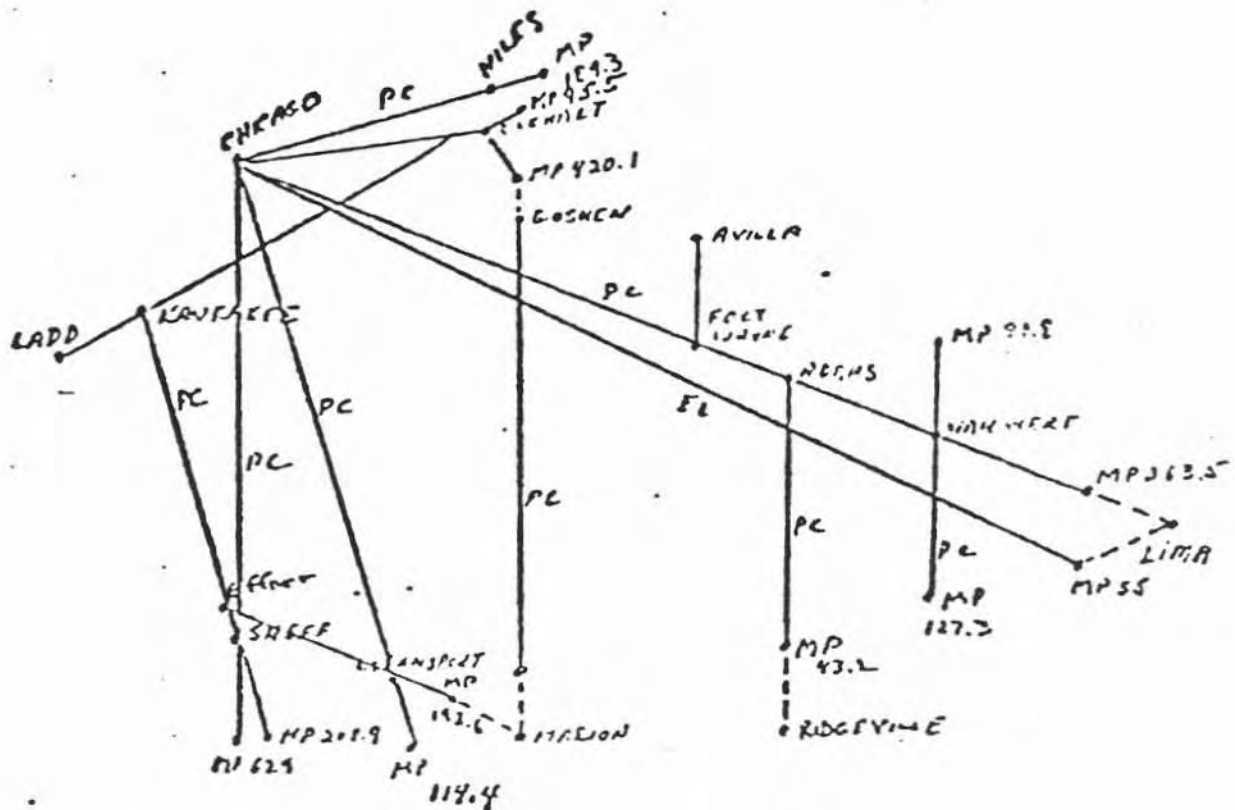
PC Ridgeville Secondary - Adams to MP 43.2 (E. of Ridge-
ville)

PC GR&I Branch - Ft. Wayne to Avilla (MP 113.6)

EL Main Line - Chicago to MP 55 (W. of Lima)

All other branches in this territory.

CRC
 Shop Crafts
 Seniority District 16



CRC

Shop Crafts

Seniority District 17

PC Danville & Cairo Branch - MP 67.9 (S. of Sheff) to Cairo

PC Main Line - MP 208.9 (E. of Sheff) to MP 54 (E. of Greensburg)

PC Main Line - MP 130.5 (W. of Dunkirk, Ind.) to MP 192.6 (E. of Logansport)

PC Michigan Branch - Indianapolis to Marion, Ind. (incl.)

PC Main Line - Indianapolis to MP 226.4 (E. of Muncie)

PC Richmond Branch - Indianapolis to MP 95.6 (E. of New Castle)

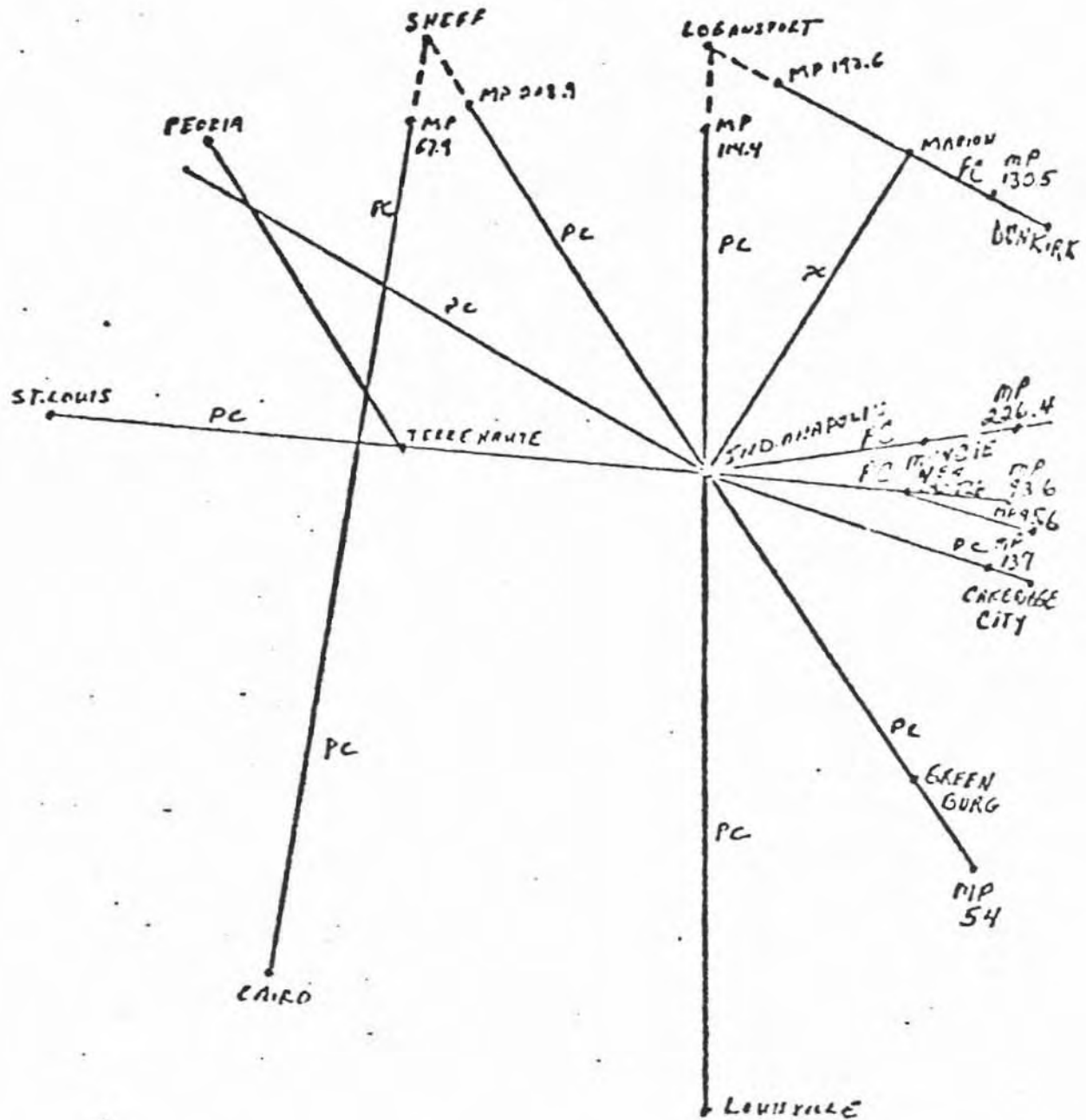
PC Springfield Branch - Indianapolis to MP 93.6 (E. of New Castle)

PC Main Line - St. Louis to MP 137 (W. of Cambridge City)

PC I&F Branch - Indianapolis to MP 114.4 (S. of Logansport)

All other branches in this territory.

CRC
Shop Crafts
Seniority District 17



CRC

Shop Craft

Seniority District 18

PC - All Ontario, Canada lines.

CRC

Shop Crafts

Seniority District 19

PC - Altoona Heavy Repair Shops (if agreed to by individual craft committees).