ARTICLE III - Performance of Incidental Work at Running Repair Work Locations

At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involved the removal and placing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment. In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental.

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.
ARTICLE V - INCIDENTAL WORK RULE

The incidental Work Rule which became effective April 9, 1970 is hereby amended to read as follows:

(a) At work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts are performing a running repair work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work rules of another craft or crafts, such mechanic or mechanics may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. This rule applies only to work performed on rolling stock.

(b) Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances in order to accomplish a specific main work assignment, e.g., remove generator, replace governor, repair radiator, etc.

(c) Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish a specific main work assignment, except that when the time normally required to accomplish the incidental work exceeds one hour the rule shall not apply to such work assignment.

(d) In no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental work regardless of how much or how little time it might require.

(e) Inspection is not incidental work. It is always the main work assignment and is to be treated under this rule as any other main work assignment. Whatever inspection work was possessed before the incidental work rule is not changed in any way by this rule. If, however, during the course of an inspection running repair work is performed, then the incidental work rule comes into play and will allow the craft whose work it is to perform the repair to do the incidental work required to perform the main work assignment, provided that the time limitations of paragraph (c) above are met.
(f) Repair time will be counted as a part of the main assignment only when the repair is performed by a mechanic assigned to the main work assignment.

(g) If there is a question raised as to whether or not the incidental work comprises a "preponderant part" of a work assignment the Carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may make a request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour. Request for time checks will be granted when the request is made by the Shop Committee. Nevertheless, both parties are entitled to protection against the inconvenience of unreasonably repetitive requests for time checks. Therefore to the extent that repetitive assignments practically can be standardized with respect to the various types of rolling stock, the local parties should do so. They should conduct a sufficient number of time checks to arrive at a normalized time for such standardized assignments which then should be used to govern applications of the rule to that work. If a time check (or checks) indicates that the time normally required to perform the incidental work exceeds the time required to perform the main work assignment or exceeds one hour, a claim will be honored by the Carrier for the actual time at pro rata rates required to perform the incidental work.

(h) The parties to this Agreement will promptly work out an accelerated grievance procedure within the framework of the recommendations of Emergency Board No. 181.

(i) So-called "kite tail" rules in schedule agreements on the individual Carriers, insofar as those rules apply to running repairs on rolling stock, are superseded by this rule.
June 5, 1972

Mr. John W. O'Brien
General Vice President
Sheet Metal Workers' International
Association
1000 Connecticut Avenue, N.W.
Washington, D.C. 20036

Dear Mr. O'Brien:

In connection with the Agreement signed on May 12, 1972 on behalf of the carriers represented by the National Carriers' Conference Committee and their employees represented by the Sheet Metal Workers' International Association:

Paragraph (h) of Article V - Incidental Work Rule - provides that:

"(h) The parties to this Agreement will promptly work out an accelerated grievance procedure within the framework of the recommendations of Emergency Board No. 181."

In compliance with this provision, it is agreed that a National Disputes Committee is established. This Committee shall consist of two carrier members and two organization members signatories to the Agreement of May 12, 1972. The Committee shall have exclusive jurisdiction over disputes between the parties growing out of claims or grievances involving the interpretation or application of Article V - Incidental Work Rule - of the Agreement of May 12, 1972.

It is agreed that:

1. Any dispute arising under Article V not settled in direct negotiations may be submitted to the National Disputes Committee by either party in compliance with the attached agreed-to procedures applicable to the preparation, distribution and timely furnishing of submissions to such Committee.

2. In the interest of expeditious handling, disputes under Article V will be handled on an accelerated basis in two steps on individual railroads within the time limits

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hereinafter indicated. Accordingly, notwithstanding the established time limit procedures in effect on individual railroads, claims or grievances of this nature shall be handled as follows:

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

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing to the highest officer of the carrier designated to handle such disputes within thirty days from receipt of notice of disallowance. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

(c) All claims or grievances appealed to the highest designated officer must be decided within thirty days from receipt of notice of appeal. If not decided within thirty days, the claim shall be allowed but shall not be considered as a precedent or waiver of the contentions of the carrier as to other similar claims or grievances. All claims denied by the highest carrier officer shall be barred unless within thirty days from receipt of said officer's decision proceedings are instituted by the employee's authorized representative before the National Disputes Committee for a final and binding decision in compliance with the attached agreed-to procedure applicable to the preparation, distribution and timely furnishing of submissions to such Committee.
3. The National Disputes Committee shall meet initially on or before November 1, 1972 if any docketed disputes are to be decided. Subsequent meetings will be held at three month intervals from the date of the initial meeting if any docketed disputes are to be decided.

4. In the event the National Disputes Committee is unable to reach a decision with respect to any submitted disputes, the Committee shall endeavor to agree upon the selection of a neutral referee to act as a member thereof in the disposition of such submitted disputes. In the event the Committee is unable to agree upon the selection of a neutral referee to be a member of the Board for the consideration and disposition of such disputes, either member of the Committee, within ten days after their failure to agree upon a neutral referee, may request the National Mediation Board to appoint such neutral referee. Upon receipt of such request the National Mediation Board shall promptly make such appointment. The neutral person so selected or appointed shall be compensated and reimbursed for expenses by the National Mediation Board.

5. The National Disputes Committee, with a neutral referee acting as a member thereof, will render decisions on deadlocked disputes no later than thirty days following the conclusion of proceedings. Any three members of the Disputes Committee shall be competent to render decisions. Such decisions shall be final and binding upon both parties to the dispute and if in favor of the petitioner, shall direct the other party to comply therewith on or before a day named.

6. The time limits herein expressed and those expressed in the attached procedures may be extended only by mutual agreement of the parties.

Will you please confirm this agreement by affixing your signature in the space provided below.

Yours very truly,

[Signature]
William H. Dempsey

Accepted:

[Signature]
Josh Liebow
PROCEDURE FOR THE DISPOSITION OF DISPUTES UNDER THE
LETTER OF UNDERSTANDING OF JUNE 5, 1972

The procedure hereinafter set forth, which has for its
express purpose the expeditious handling of disputes involving the
interpretation or application of Article V - Incidental Work Rule -
of the Agreement of May 12, 1972, shall be followed in processing
disputes not settled on individual carriers:

1. Disputes may be submitted as follows:

   (a) On behalf of the employees, by the General
       Vice President of the organization.

   (b) On behalf of the carriers, by the officer
designated to handle such matters on indi-
       vidual carriers.

2. The party, as specified in paragraph 1 hereof, invoking
   the services of the National Disputes Committee, shall
   file a complete ex parte submission, presenting:

   (a) The question at issue.

   (b) Ex parte statement of facts.

   (c) Position of employees or carriers, as the
       case may be, with substantiating evidence
       and argument as it is desired to file with
       the National Disputes Committee.

3. In the case of ex parte submissions originating with the
   organization, the General Vice President of the organiza-
   tion will send 12 copies of such submissions to -

   Mr. J. F. Griffin
   Administrative Secretary
   National Railway Labor Conference
   Room 714
   1225 Connecticut Avenue, N. W.
   Washington, D. C. 20036

   who will, in turn, promptly furnish 2 copies thereof to
   the involved carrier.
4. In the case of ex parte submissions originating with 
the carrier, the carrier will send 15 copies of such 
submission to the proper officer of the carriers' 
organization, as named in paragraph 3 hereof who will, 
in turn, promptly furnish 5 copies thereof to -

Mr. John W. O'Brien 
General Vice President 
Sheet Metal Workers' International 
Association 
1000 Connecticut Avenue, N. W. 
Washington, D. C. 20036

5. Answering submissions will be prepared by the organiza-
tion or the carrier, as the case may be, in accordance 
with paragraph 2 hereof and within thirty days of the 
receipt of the petitioner's ex parte submission, the 
responding party will furnish 12 copies of such answering 
submission to the carrier official named in paragraph 3 
hereof.

6. The Administrative Secretary of the National Railway 
Labor Conference has been designated by the parties to 
the Agreement of May 12, 1972 as the docketing agent. 
When the ex parte and answering submissions have been 
submitted as set forth in these procedures, the dispute 
will be promptly docketed and all concerned will be 
advised accordingly.