

RULE 16
Bulletining Positions

- a. All new positions or vacancies except vacation vacancies, of more than thirty (30) calendar days duration will be promptly bulletined. Bulletins will be posted in places readily accessible to the employees affected thereby. Bulletins will be posted for not less than seven (7) calendar days (posting time to be indicated). Employees desiring to avail themselves of this rule will make application to the official in charge, and a copy of the application will be given to the local chairman. If bidding on more than one position, preference must be indicated.
- b. The successful senior applicant will be transferred to the new position within seven (7) days of the close of the bulletin or as soon thereafter as possible.
- c. An employee awarded a bulletined position cannot bid on the position vacated until such position has once been filled and is again vacant and bulletined.
- d. In the event no bids are received for bulletined position, such position may be filled by the assignment of the junior employee of the craft.
- e. Unless application is withdrawn before bulletin closes, an employee who has applied and is assigned must accept the position.
- f. New positions or vacancies of thirty (30) days or less will not be bulletined, however, the senior qualified employee who requests such position or vacancy will be used thereon. Such requests will be made within five (5) days after position is established or vacancy occurs.
- g. Employees will be given cooperation by the Carrier in qualifying for positions secured in the exercise of seniority. In event such employee is not disqualified within thirty (30) working days because of in competency, he shall be considered qualified for such position.

An employee failing to qualify within the prescribed time will take whatever position may be open in his craft. If no position is open he may only displace the junior employee.

NOTE: Machinist positions filled by up-graded employees are considered as open positions.

- h. An employee returning after leave of absence, vacation or sickness, may return to former position providing it has not been abolished or senior employee has not exercised displacement right thereon, or may upon return or within five (5) calendar days thereafter, exercise seniority rights on any position bulletined during such absence. In the event employee's former position has been abolished or senior employee has exercised displacement rights thereon, the returning employee will be governed by Schedule rules and will have the privilege of exercising seniority rights over junior employees, if such rights are

asserted within ten (10) calendar days after his return. Employees displaced by his return will be affected in the same manner.

RULE 17
Promotion

- a. Mechanics in service will be considered for promotion to positions of foremen.
- b. An employee promoted to an official or supervisory position with the Carrier or an employee who accepts an official position with an organization party to this Agreement will retain and accumulate seniority while filling such a position in accordance with the following:
 - (1) All employees promoted subsequent to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by IAM shall be required to maintain their IAM membership or pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.
 - (2) Employees promoted prior to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by IAM shall retain their current seniority but shall be required to pay regular monthly dues or an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.
- c. An employee who is relieved from an official or supervisory position with the Carrier, or an employee who is relieved from an official position with an organization party to this Agreement may within 30 calendar days thereafter return to his former position, providing it has not been abolished or a senior employee has not exercised displacement rights thereon, or he may exercise his seniority rights over a junior employee assigned to a bulletined position during his absence, provided he is not in the meantime returned to his former position. In the event that an employee's former position has been abolished, or a senior employee has exercised displacement rights thereon, such an employee will be permitted to displace any junior employee regularly assigned at the point where promoted.
- d. An employee who voluntarily relieves himself from an official or supervisory position with the Carrier or from an official position with an organization party to this Agreement will only be permitted under this Agreement to accept a vacancy at his home point and will not be permitted to displace any journeyman mechanic.

RULE 18
Transfer - Other Point or Other Service

Employees transferred from one point to another, with a view of accepting a permanent transfer, will after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will begin on date of transfer, seniority to govern. Employees will not be compelled to accept a permanent transfer to another point.

RULE 19
Leave of Absence

- a. When the requirements of the service will permit, employees, on request, will be granted leave of absence not to exceed ninety (90) days, with privilege of renewal. An employee absent on leave who engages in other employment will lose his/her seniority, unless special provisions shall have been made therefore by the proper official and the General Chairman.
- b. Employees who enter training as engineers and trainpersons will be provided with a leave of absence during the required probationary or training period, and up to the establishment of seniority in train and engine services.

Accordingly, upon establishing seniority in the aforementioned class, the employee will thereby be required to declare in writing his/her intention to return to his/her former craft or remain in train service. Should the employee decide to remain in train service then all seniority acquired in the Machinist's class and craft will be forfeited.

If the employee in question fails to make written declaration of his/her intentions, then within fifteen (15) calendar days thereafter all Machinist craft seniority will be automatically terminated.

NOTE: Employees returning from leave of absence, see Rule 16h.

RULE 20
Absence from Work

- a. In case an employee is unavoidably kept from work, he/she must notify his/her foreman prior to assigned starting time. In an emergency or when it is not possible to notify the foreman prior to assigned starting time, the employee must notify his/her foreman as soon as possible.
- b. Permission to be absent from work for other causes must be obtained from foreman.

RULE 21
Faithful Service

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

RULE 22
Attending Court

When attending court as witness for the Carrier, employees will receive pay for all time lost at home station, with minimum of eight (8) hours' time for each day, either at home station, away from home, or traveling, except that employees attending court on their rest days or holidays will be allowed a minimum of eight (8) hours at time and one-half rate. Actual expense will be allowed when away from home station, and necessary expense will be allowed when at home. When necessary, the Carrier will furnish transportation and will be entitled to certificate for witness fee in all cases.

RULE 23
Paying Off

- a. Employees will be paid off during the regular working hours of their shift, semi-monthly, except where existing state laws provide a more desirable paying-off condition.
- b. Should the regular pay day fall on a holiday, Saturday or Sunday, or day when shops are closed down, employees will be paid on the preceding day.
- c. Where there is a shortage of equal to one (1) days' pay or more in the pay of an employee, a time check will be issued to cover the shortage, if requested.
- d. Employees leaving the service of the Carrier will be furnished with a time check covering all time due, within twenty-four (24) hours at points where time checks are issued and sixty (60) hours at other points, or earlier when possible. (Sundays and holidays excepted).

RULE 24
Reduction and Restoration of Hours and Forces

- a. When it becomes necessary to reduce expenses, or to lay off employees for any reason, at any point or in any department, seniority as per Rule 27 shall govern; the employees affected to take the rate of the job to which they are assigned.

- b. Five (5) workdays' notice will be given employees affected before the abolishment of a position or a reduction in force is made, except as provided in Paragraphs i and j.
- c. Force reduction notices in triplicate will be furnished the employees affected which will provide a space for the furloughed employee to show his current address which will be filled out and returned to the Carrier, with copy to the local committee.
- d. Employees laid off in reduction of force, changing their address, must file their name and correct address with their foreman and local committee.
- e. (1) In the restoration of forces, seniority as per Rule 27 will govern. Employees restored to service shall be returned to their former positions if possible. Certified letter to the employee at his last known address will constitute proper notice. Employees failing to return to the service within 10 days after date of notice, unless an extension has been granted, will forfeit all seniority.

(2) In the application of the above paragraph, employees notified to return to service may, when such positions are temporary, waive their rights to return to service without loss of seniority when junior employees are available.
- f. In the reduction and restoration of forces, the ratio of apprentices remaining in service shall not exceed the ratio provided for in Rule 33.
- g. In the reduction and restoration of forces, the local committee will be furnished a list of the employees to be affected.
- h. The exercising of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping," will be permitted only when existing assignments are cancelled, in which case the employees affected may, within five (5) days, displace any employee their junior whose position they are qualified to fill. For the purpose of this rule, Rule 16 will apply with respect to qualifying.
- i. Advance notice is not required before positions are temporarily abolished or forces temporarily reduced where a suspension of the Carrier's operation in whole or in part is due to a labor dispute between the Carrier and any of its employees.
- j. Advance notice is not required before temporarily abolishing positions or making temporary force reduction under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake, fire, or labor dispute other than as covered by Paragraph i, provided such conditions result in suspension of the Carrier's operations in whole or in part. It is understood and agreed that such 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 rates for his position. Employees worked any portion of the day under such conditions up to a total of four hours, a minimum of four hours shall be allowed; if worked in excess of four hours, actual time worked shall be allowed.

RULE 25

Temporary Transfer of Furloughed Employees

- a. While forces are reduced, if employees are needed at other points, furloughed employees will be given preference to transfer, with privilege of returning to home station when force is increased, such transfers to be made without expense to the Company, seniority to govern.
- b. Failure to return to home point within fifteen (15) days after being notified, unless an extension has been granted, such transferred employees shall forfeit seniority at home point; returning to home point they shall forfeit seniority at point to which transferred.
- c. Employees laid off in reduction of forces desiring to avail themselves of this rule shall notify the Personnel Department in writing and furnish a copy to their local committee.

RULE 26

Time Allowance When Shops Are Closed

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

RULE 27

Seniority

- a. Seniority of mechanics, helpers and apprentices covered by this Agreement shall be confined to the point employed and begins at the time the employees pay starts at the point employed. The seniority lists will be open to inspection and copy will be furnished the local committee and General Chairman.

NOTE: When two or more employees begin service at the same time and on the same date, their positions on the seniority roster will be determined by their attained ages in descending order and, if this fails, alphabetical order.

- b. The seniority lists will be prepared from the Company's record on January 1st of each year and will be posted and open to protest for a period of sixty (60) days.

Protests of seniority dates for correction will be confined to names added since posting of previous annual rosters, except to correct typographical errors.

- c. The seniority of any employee whose seniority is established after January 2, 1988 and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years seniority.

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an I.C.C. employee protection order or an employee protection agreement or arrangement.

RULE 28 Assignment of Work

- a. None but machinists or machinists' apprentices regularly employed as such shall do machinists' work as per Rule 45 except foremen at points where no machinists are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours for all shifts. If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairman.
- b. This rule does not prohibit foremen in the exercise of their duties to perform work.
- c. 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, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman, the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement, it shall be handled as hereinafter provided and pending the disposition of the dispute, the Carrier may proceed with or continue its designation. (Article IV, September 25, 1964 Agreement)
- d. Where a shopcraft employee or employees 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 or scope rules of another craft or crafts, such shopcraft employee or employees 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 involves the removal and replacing 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, and shall include

simple tasks that require neither special training nor special tools. 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 addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

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.

RULE 29 Temporary Promotion

- a. An employee assigned temporarily to fill a foreman's position will assume the hours of service and rate of pay applying to such position. Daily rate to be the applicable daily relief foreman's rate of pay.
- b. An employee returning from temporary service as a foreman shall not be permitted to work under the Machinists' Agreement:
 - (1) on the same calendar day as scheduled to or has already performed work as a foreman;
 - (2) on the rest days of such position if scheduled to work as a foreman immediately following such rest days;

unless there are no other machinists available to fill the position on the respective shift.

RULE 30 Claims and Grievances

- a. All claims and grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 60 days from the date of the occurrence on which the claim or grievance is based. Should any claim or grievance be disallowed, the Carrier shall, within 60

days from the date same is filed, notify whoever filed the claim or grievance (the employee or his representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

- b. If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance and the representative of the Carrier shall be notified in writing within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any time of the handling of a claim or grievance on this property, extend the 60-day period for either a decision or appeal, up to and including the highest officer of the Carrier designated for that purpose.
- c. The requirements outlined in paragraph a and b, pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred, unless within nine months from the date of said officer's decision proceedings are instituted by the employee or his duly authorized representative before the appropriate division of the National Railroad Adjustment Board or system, group or regional Board of Adjustment that has been agreed to by the parties hereto as provided in Section 3, Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine months period herein referred to.
- d. A claim may be filed at any time for an alleged continuing violation of any Agreement and all rights of the Claimant or Claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.
- e. This rule recognizes the right of the Organization to file and prosecute claims and grievances for and on behalf of the employees they represent.
- f. This rule is not intended to deny the right of the employees to use any other lawful action for the settlement of claims and grievances, providing such action is instituted within nine months of the date of the decision of the highest designated officer of the Carrier.

- g. This rule shall not apply to requests for leniency.
- h. Conference between local officials and local committees are to be held during regular working hours without loss of time to committeemen. Local supervisors will excuse local committeemen from duty to attend conferences with local officials under this rule.
- i. Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shutdown by the employer nor a suspension of work by the employees.

RULE 31
Discipline

- a. An employee in service under this Agreement for sixty (60) days or more will not be disciplined or dismissed without a fair and impartial hearing by a designated officer of the Carrier. Suspension in proper cases pending a hearing, which shall be held within ten (10) days from the date withheld from service shall not be deemed a violation of this rule. At least five (5) days' advance written notice prior to the hearing, such employee will be apprised of the precise charge against him in order that the employee may arrange for representation by the duly authorized representative and the opportunity to secure the presence of necessary witnesses.
- b. A decision will be rendered within thirty (30) days following the hearing and written notice of discipline will be given the employee, with copies to the Organization's local representative.
- c. The employee and his duly authorized representative shall be furnished a copy of the official transcript of the hearing within ten (10) days of the date discipline is administered. The employee and his duly authorized representative will not be denied the right to take a tape recording of the hearing; however, the hearing will not be delayed in any manner because of his right to use such equipment.
- d. An employee and his duly authorized representative may request to waive a hearing in which such employee is under investigation. If the designated Carrier officer agrees to grant the request, the employee will be advised of the discipline to be assessed prior to being required to sign the request for waiver of formal investigation form. (Waiver form follows)
 - (1) The investigation will not be waived unless the form is signed by the employee under investigation, his duly authorized representative, and the designated Carrier officer.
 - (2) This procedure is entirely voluntary on the part of the employee under charge and his duly authorized representative.

- (3) If waiver is not granted, the request shall not be referred to nor cited by either party during subsequent handling.
 - (4) If signed, a copy of the executed form will be furnished the employee under charge and his duly authorized representative.
 - (5) The discipline agreed to and assessed in connection with this provision is not subject to appeal by the employee or his duly authorized representative.
- e. Postponement of investigation for a reasonable length of time will be granted for good and sufficient cause upon the request of the cited employee, his representative, or an officer of the Carrier.
 - f. If the hearing is not held or decision not rendered within the time limit specified herein, and such time limits are not extended or postponed by agreement, the charges against the employee shall be considered as being dismissed and removed from his record. In addition, employee shall be made whole with respect to all contractual rights and all time lost. Apprentices who are compensated under this provision will have such days counted toward qualifying as a mechanic.
 - g. One member of the local committee or a duly authorized representative, may absent himself from work during regular working hours, without loss of earnings, for the purpose of representing an employee at an investigation.
 - h. Should any employee subject to this Agreement believe he has been unjustly dealt with, or any provision of this rule has been violated, the case shall be appealed through a two-step procedure, including the highest designated officer of the Carrier, by the duly authorized local committee and/or their representative under Rule 30.
 - i. If it is found that an employee has been unjustly disciplined or dismissed, such discipline shall be set aside and removed from his record. He shall be reinstated with his seniority rights unimpaired, and be compensated for wage loss, if any, suffered by him resulting from such discipline or suspension, less any amount earned during the period of discipline, and will be granted all other benefits of the Agreement that would have been enjoyed had the employee not been dismissed from service.

REQUEST FOR WAIVER OF FORMAL INVESTIGATION

Mr. _____, 20____
Carrier Officer

Location

Dear Sir:

I hereby confirm my verbal request that formal investigation or hearing be waived on the following charge for which I have been instructed to appear for investigation:

I understand and agree to and accept assessment of the following to be placed on my personal record: (Show discipline assessed or if none, mark "none".)

APPROVED

Duly Authorized Representative

Employee under charge

Request Granted:

Occupation

Carrier Officer

Address

Date: _____

Date: _____