

SOO LINE RAILROAD COMPANY
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

It is understood that this Agreement shall apply to those who perform the work specified herein in the Maintenance of Equipment Department and all other Departments of this Company wherein work covered by this Agreement is performed, except where covered by other Agreements on the effective date hereof.

RULE 1
Hours of Service

- a. Eight (8) hours of service shall constitute a day's work.
- b. A forty (40) hour week shall, under the provisions hereinafter set out, be the regular work week, except when a holiday occurs in an employee's regular work assignment.
- c. All employees coming under the provisions of this Agreement, except as otherwise provided in this schedule of rules or as may hereafter be legally established between the Carrier and the Employees, shall be paid on the hourly basis.

RULE 2
Establishment of Shorter Workweek

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

- a. General - The work week for all employees, subject to the exceptions contained in this Agreement, shall be forty (40) hours, consisting of five (5) days of eight (8) hours each, with two (2) consecutive days off in each seven, the workweeks may be staggered in accordance with Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing workweek rule is subject to the provisions of this Agreement which follow:
- b. Five-Day Positions - On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

- c. Six-Day Positions - Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
- d. Seven-Day Positions - On positions which have been filled seven days per week any two (2) consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
- e. Regular Relief Assignments
 - (1) 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 under this Agreement.
 - (2) 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.
- f. Deviation From Monday-Friday Week - If in positions or work extending over a period of five (5) days per week, an operational problem arises which the Carrier contends cannot be met under the provisions of this Agreement, Rule 2, Paragraph (b), and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance under this Agreement.
- g. Nonconsecutive Rest Days - The typical work week is to be one with two consecutive days off, and it is the Carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of the positions or assignments covered by paragraphs (c), (d) and (e), the following procedure shall be used:
 - (1) All possible regular relief positions shall be established pursuant to Paragraph (e) of this rule.
 - (2) Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
 - (3) (a) Where there are not to exceed two (2) employees of a craft employed, rest days may be accumulated by agreement between the carrier and the General Chairman and, when so agreed to, the

provisions of Paragraph (b), (c), or (d) below will govern the employees involved.

- (b) That where a job is a seven (7) day position, the regular employee holding same will be required to work seven (7) days per week for a period of twenty-five (25) consecutive days during which time he would accumulate a total of ten (10) rest days; that the regular employee would then be relieved by a relief employee, who in turn, would work ten (10) consecutive days and, in turn, accumulating four (4) rest days.
- (c) That where a job is a six (6) day position, the regular employee holding same will be required to work six (6) days per week for a period of six (6) weeks, during which time he would accumulate a total of six (6) rest days; that the regular employee would then be relieved by a relief employee who, in turn would work one (1) week, six (6) days each week, and in turn, accumulating one (1) rest day.

or

- (d) That where a job is a six (6) day position, the regular employee holding same will be required to work (6) days per week for a period of twelve (12) weeks, during which time he would accumulate a total of twelve (12) rest days; that the regular employee relief would then be relieved by a relief employee who, in turn, would work two (2) weeks, six (6) days each week, and, in turn, accumulating two (2) rest days.
 - (e) Where it has been agreed that rest days may be accumulated for any specified length of time, that in the event a relief employee is not furnished at the end of such designated period of time, then the regular employee shall be paid at the difference between straight time rate and time and one-half rate for the number of rest days accumulated during the agreed to period of time.
- (4) Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
 - (5) If the foregoing does not solve the problem, then some of the relief men may be given nonconsecutive rest days.
 - (6) If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) nonconsecutive days off.

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

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

h. Rest Days of Furloughed or Unassigned Employees

To the extent furloughed or unassigned employees may be utilized under applicable agreements or practices, their days off need not be consecutive; however, if they take the assignment of a regular employee, they will have as their days off the regular days off of that assignment.

i. Beginning of Workweek

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

j. Work on Unassigned Days

Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available furloughed or unassigned employee who will otherwise not have forty (40) hours of work that week, in all other cases by the regular employee.

RULE 3
One Shift

a. When one day shift is employed, the starting time shall be not earlier than seven (7) a.m. nor later than eight (8) a.m.

b. At terminals where a night shift only is worked, working hours may be established to meet local conditions.

c. The time and length of the meal period shall be not less than thirty (30) minutes nor more than one (1) hour.

RULE 4
Two Shifts

- a. Where two (2) shifts are employed, the starting time of the first shift shall be governed by Rule 3, and the second shift will start immediately following the close of the first shift or not later than ten (10) p.m.
- b. The time and length of the meal period shall be not less than thirty (30) minutes nor more than one (1) hour.

RULE 5
Three Shifts

- a. Where three (3) shifts are employed, starting time of the first shift shall be not earlier than seven (7) a.m. nor later than eight (8) a.m., and the starting time of each of the other shifts shall be regulated accordingly at eight (8) hour intervals.
- b. The spread of each shift shall consist of eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch within the limits of the fifth (5th) hour without loss of time.

RULE 6
Uniform Commencing and Quitting

- a. The time established for commencing and quitting work for all employees on each shift shall be the same at the respective points, but where three shifts are worked by running repair forces, and two shifts by back shop forces, the quitting time of the first shift and the commencing and quitting time of the second shift of back shop forces will be governed by the provisions of Rule 4.

Exception

It is agreed that three eight-hour shifts may be established under the provisions of Rule 5 for the employees necessary to the continuous operation of powerhouses, millwright gangs, heat treating plants, and train yard and engine house running repair and inspection forces without extending the provisions of Rule 5 to the balance of shop force.

- b. Where the schedule of trains interferes with the starting time an agreement may be entered into by Labor Relations and the General Chairman to meet the train service requirements.

RULE 7
Rest Days, Holidays, and Sunday Work

- a. Employees required to perform work on their rest days or on the following legal holidays (provided when any of the holidays fall on Sunday, the day observed by the nation or by proclamation, shall be considered the holiday) shall be paid for at the rate of time and one-half. Holiday time is considered all time worked on the shift commencing at or between 12:01 a.m. and 12:00 midnight of the holiday:

New Year's Day
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (the day before Christmas is observed)
Christmas
New Year's Eve

NOTE: The Holiday Agreement of August 21, 1954, as subsequently amended, is applicable to employees covered by this Agreement (See Appendix A).

- b. Existing provisions that punitive rates will be paid for Sunday as such are eliminated. The elimination of such provisions does not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary, is not required. Changes in amount or nature of traffic or business and seasonal fluctuations must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sunday will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.
- c. Service performed by a regular assigned hourly or daily rated 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 rule, nor will it be paid for under the provisions hereof.

RULE 8
Overtime Outside Bulletined Hours

- a. For service rendered immediately following and continuous with the regular work day hours, employees will be paid time and one-half on the actual minute basis

with a minimum of one hour at the time and one-half rate and will perform service as directed.

- b. Employees shall not be required to work more than two (2) hours after their regular assignment without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.
- c. Employees called or required to report for work and reporting but not used, will be paid a minimum of four (4) hours at straight time rates.
- d. Employees called or required to report for work and reporting not continuous with the regular working period will be allowed a minimum of four (4) hours at the overtime rate and will perform service as directed.
- e. Employees will be allowed time and one-half on the minute basis for service performed continuously in advance of the regular working period with a minimum of one hour at the time and one-half rate and will perform service as directed. The advance period to be not more than one hour.
- f.
 - (1) All service beyond sixteen (16) hours, computed from the starting time of the employees' regular shift, shall be paid for at the rate of double time.
 - (2) If an employee is required to render service beyond twenty-four (24) hours computed from the starting time of his regular shift, double time payment will be continued.

An employee will not be required to render service beyond such twenty-four (24) hour period except to complete the assignment.
 - (3) When employees have been relieved and they desire to work their regular work period, such period, if worked, will be paid for at straight time rates.
- g. Work in excess of forty (40) straight time hours in any workweek shall be paid for at one and one-half times the basic straight time rate except when moving from one assignment to another, or to or from a furloughed list, or where days are being accumulated under Rule 2, Paragraph (g) by action of the company, or as a result of bidding in a new assignment.
- h. 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 or for changing shifts, 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, 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.

- i. Service rendered by employees on assigned rest days shall be paid for under existing call rules unless relieving an employee assigned to such day, in which case they will be paid under existing rest day rules.

RULE 9
Holiday Assignment

- a. Employees regularly assigned to work on holidays or those called to take the place of such employees will be allowed to complete the balance of the day unless released at their own request.
- b. Should the Carrier elect to reduce forces on the holiday, notice will be posted as much in advance of the holiday as circumstances permit, but not less than two (2) days before the start of their shift.

RULE 10
Meal Period

- a. Employees required to work any part of the meal period will be allowed time therefor on the actual minute basis at the rate of time and one-half, and will be allowed necessary time to procure lunch (not to exceed thirty (30) minutes) without loss of time.
- b. This does not apply where employees are allowed the twenty (20) minutes for lunch without deduction therefor.

RULE 11
Emergency Road Service

- a. An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when ordered for emergency road work away from such shop, engine house, repair track, or inspection point, will be paid from the time ordered to leave home station until his return for all time worked, in accordance with the practice at home station, and will be paid straight time rate for all time waiting or traveling.
- b. Employees who are at work at home stations or called on rest days or holidays and who are sent out on line will be allowed time and one-half for the regular assigned hours at home stations, whether working, waiting, or traveling.
- c. If, during the time on the road, an employee is relieved from duty and permitted to go to bed for five (5) or more hours between the hours of 10:00 p.m. and 6:00 a.m., or during his normal rest period, if employed on other than first shift, such release will not be paid for, provided that, in no case, shall he be paid for a total

of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at the home station.

- d. Where meals and lodging are not provided by the Carrier, actual necessary expenses will be allowed. Employees will be called as nearly as possible one (1) hour before leaving time, and, on their return, will deliver tools at point designated. If required to leave home station during overtime hours, they will be allowed one (1) hour preparatory time at straight time rates.
- e. Wrecking service employees will be paid under this rule, except that all time working, waiting, or traveling on rest days and holidays will be paid for at rate of time and one-half, and all time working, waiting, or traveling, on assigned work days after the recognized straight time hours at home station will also be paid for at rate of time and one-half.
- f.
 - (1) When used in the performance of service for the Carrier in connection with Shop Crafts' work, Carrier-owned trucks or cars will be driven by an employee of the craft whose work is to be performed; except if a truck is used from another department, it may be driven by the regular driver of that department.
 - (2) When employees use their own cars for traveling in the performance of service for the Carrier, they shall be compensated therefore at the highest mileage rate paid by management.

RULE 12 Distribution of Overtime

- 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. Foremen and local committee will cooperate with a view of distributing overtime equally among employees.

RULE 13 Temporary Vacancies Away from Home Point

- a. Employees sent out to temporarily fill vacancies at an outlying point or shop, or sent out on a temporary transfer to an outlying point or shop, will be paid continuous time from time ordered to leave home point to time of reporting at point to which sent; straight time rates to be paid for straight time hours at station and for all other time, whether waiting or traveling. If, on arrival at the outlying point, there is an opportunity to go to bed for five (5) hours or more before starting work, time will not be allowed for such hours.

- b. Employees who are at work at home stations or called on rest days or holidays and who are sent out on line will be allowed time and one-half for the regular assigned hours at home stations, whether working, waiting, or traveling.
- c. While at such outside point, they will be paid straight time and overtime in accordance with the bulletin hours at that point, and will be guaranteed no less than eight (8) hours for each working day.
- d. Where meals and lodging are not provided by the Carrier, actual necessary expenses will be allowed.
- e. On the return trip to the home point, straight time for waiting or traveling will be allowed to the time of arrival at the home point.

RULE 14
Changing Shifts

- a. Employees changed from one shift to another will be paid overtime rates for the first shift on each change. Employees working two (2) shifts or more on a new shift shall be considered transferred.
- b. The provisions of this rule will not apply to reassignments made necessary as a result of increase or reduction in force or shifts in which case straight time rates will be paid when making the change except as provided for in Paragraph c of this rule.
- c. Assignments for regular relief positions, which include different starting times and different shifts, (but not consecutive shifts) will not be subject to the overtime provisions of Paragraph a of this rule.

RULE 15
Changes in Rates

- a. When an employee is required to fill the place of another employee receiving a higher rate of pay, he shall receive the higher rate; but, if required to fill temporarily the place of another employee receiving a lower rate, his rate will not be changed.
- b. When an employee temporarily assigned to a position covered by this Agreement paying a higher rate than the position to which he is regularly assigned for less than four hours in one day will be paid the higher rate on an hourly basis with a minimum of one hour. An employee temporarily assigned for four hours or more in one day will be allowed the higher rate for the entire day.