

RULE 42
Jury Duty

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

- (1) An employee must furnish the Carrier with a statement from the Court of jury allowances paid and the days on which the jury duty was performed.
- (2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (4) When an employee is excused from railroad service on account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- (5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days 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.

RULE 43
Employee Information

The Carrier will provide the General Chairman with a list of the employees who are hired or terminated, together with their home addresses and, if available, Social Security numbers, otherwise the employees' identification numbers. This information will be limited to the employees covered by this Agreement. The data will be supplied within 30 days of the end of the month in which the employee is hired or terminated, except when the railroad cannot meet the 30-day requirement, the matter will be worked out with the General Chairman

RULE 44
Qualifications

Anyone who has served an apprenticeship or has had four (4) years' experience at the machinists' trade and who, by his skill and experience, is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do so either sizing, shaping, turning, boring, planing, grinding, finishing, or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.

RULE 45
Classification of Work

Machinists' work shall consist of:

- a. Operating machinery, equipment and tools used in turning, boring, drilling, including plain, ratchet, radial and other skilled drilling; tapping, shaping, polishing, milling, slotting, grinding and laying out of all metals or other materials; fitting, inspecting, adjusting, repairing, building, assembling, aligning, dismantling, and maintaining (including removing, repairing, and applying) mechanical equipment or components of:
 - (1) Steam, electric, diesel-electric, gas and diesel hydraulic locomotives; self-propelled wrecker cranes, cars, cabooses, outfit cars and self-propelled univans;
 - (2) Roadway machinery and equipment used in the Maintenance of Way Department;
 - (3) Generator plants and power houses, shop cranes, internal combustion engines, turbines, mechanical drive mechanisms, blowers, superchargers, turbo-chargers, steam generators, traction motors, energy reactors, pumps, jacks, hoists, elevators, cranes, car retarder mechanisms, locomotive air brake systems and hydraulic brake systems, fuel injector systems, automatic train control systems on locomotives, air motors, steam engines, gas engines, diesel engines, rubber-tired platform equipment, pneumatic tools, mechanical tools, hydraulic tools, electrically operated tools, synthetic devices, internal drive systems, combustion engines, turbines used to drive electric generating units or to provide power or propulsion for any purpose; refrigeration compressors, air conditioning compressors and blowers; turntables, transfer tables, drop tables and other machinery.
 - (4) Rail plants, tie plants and reclamation shops, including the machining of switch points.

- (5) Equipment, components and appurtenances such as, but not limited to, pinions, belt sheaves, mechanical couplings, shafting, governors, fuel pumps and motors, bells, horns, fans, fan drives, windshield wipers and motors, traction motors, generators, auxiliary generators, axle-driven generators, locomotive draft gears and couplers; foot and running boards.
- b. Tool and die making, machine grinding, jig making, and metal pattern making for castings.
- c. Machining by any process, pressing, repairing, removing, and applying wheels, axles and bearings.
- d. Applying and removing equipment, components and appurtenances such as blower motors, cooling fan motors, grab irons, railings, pilots, pilot beams, headlights, guards, exhaust systems and manifolds.
- e. Fastening metals together by any method such as, but not limited to, welding, fusing, brazing, metalizing, banding, and cutting of metals with such processes as oxyacetylene, electric, thermit, heli-arc, tig, or any other process, on work that is machinists' work.
- f. Repairing all roadway equipment in the Roadway Equipment Shops, including removing, repairing, fabricating, and applying all components, except when components are made at or sent to other shops.
- g. Repairing and maintaining automotive equipment.
- h. Removing, replacing, grinding, bolting, and breaking of joints on super heaters.
- i. Repairing hydraulic locks and door checks when removed from cars.
- j. Operating locomotives for servicing or repairs when hostlers are not on duty.
- k. Operating all tools and machines used in Magna Fluxing, bearing inspections, sand blasting, governor testing, and load testing in the performance of their work.
- l. Dismantling and scrapping of locomotives and machinery for reclamation.
- m. Operating mobile cranes, pendant cranes, shop vehicles, highway vehicles and all other machinery used in the performance of machinists' work.
- n. All other work generally recognized as such.

It is the intent and purpose of this Rule to identify and preserve work performed by machinists which has been acquired by Agreement or practice, and it will not expand or extend jurisdiction where the work is performed by employees of another craft as of the effective date of this Agreement.

Work generally recognized as machinists' work omitted from this Rule does not remove it from the jurisdiction of the machinists' craft.

RULE 46
Machinist Helpers

Helpers' work shall consist of helping machinists and apprentices, operating drill presses (plain drilling) and bolt threaders not using facing, boring, or turning head or milling apparatus, wheel presses (on car, engine truck, and tender truck wheels), nut tappers and facers, bolt pointing and centering machines, car brass boring machines, twist drill grinders; attending tool room, machinery oiling, locomotive oiling, box packing, alemite and grease cup filling, assisting in dismantling locomotives and engines, applying all couplings between engine and tender; locomotive tender and draft rigging work, except when performed by carmen, and all other work generally recognized as helpers' work.

RULE 47
Work at Wrecks and Derailments

In case of wrecks where engines are disabled, machinist and helper, if necessary, shall accompany the wrecker. They will work under the direction of the wrecking foreman.

RULE 48
Differentials for Machinists and Machinist Helpers

- a. At points where there are ordinarily fifteen (15) or more engines tested and inspected each month, and machinists are required to swear to federal reports covering such inspection of machinists' work, a machinist will be assigned to handle this work in connection with the machinists' work and will be allowed twenty cents (\$.20) per hour above the machinists' minimum rate at the point employed.
- b. At points or on shifts where no inspector is assigned and machinists are required to inspect engines and swear to federal reports covering such inspection of machinists' work, they will be paid twenty (\$.20) cents per hour above the machinists' minimum rate at the point employed for the days on which such inspections are made, as per the second paragraph of Rule 15.
- c. Employees assigned as lead machinists in charge of other employees will receive twenty-one cents (\$.21) per hour above the highest rate paid machinists under their supervision.
- d. Autogenous welders shall receive twenty cents (\$.20) per hour above the minimum rate paid machinists at the point employed.

NOTE 1: See Appendix O

RULE 49
Upgrading

- a. The purpose of this rule is to enable the Carrier to fill vacancies and new positions of Machinists by advancing Apprentices and Helpers to such positions in accordance with the terms of this rule when Machinists who have acquired seniority as such are not available and qualified Machinists are not available for hire.
- b.
 - (1) Furloughed Machinists on the Railroad shall be given an opportunity to fill vacancies and new positions of Machinists. At the time the vacancy or new position is bulletined, a copy of the bulletin will be mailed to each Machinist when furloughed at their last recorded address. The senior qualified furloughed Machinists bidding for the position or vacancy in accordance with the provisions of Rule 16 will be assigned thereto if no application therefore is received from a Machinist who has acquired seniority at the point where the position or vacancy is bulletined.
 - (2) If a furloughed Machinist is assigned to the position and maintains a home at a point outside the normal "commuting distance" from the town or city in which the position to which assigned is located and desires to move to that town or city, the Carrier will reimburse the employee for the expense incurred in moving household goods and personal effects. The Carrier will determine the means of transportation. No claim for such expenses will be allowed unless incurred within sixty (60) days from date of assignment to the position, and such obligation upon the Carrier shall be limited to one such move within a calendar year.
 - (3) If the furloughed Machinist assigned to the position is to be delayed in taking the assignment, the position may, during that period of delay, be filled by an advanced Apprentice or an advanced Helper in accordance with the provisions of this rule. However, the furloughed Machinist must occupy the position not later than thirty (30) days from the date assigned or forfeit rights thereto.
- c.
 - (1) If no furloughed Machinist transfers to the vacancy, Apprentices who have completed three hundred and sixty-six (366) days of their training may be advanced next. If further Machinists are needed, this will be handled between the Management and General Chairman.
 - (2) If additional Machinists are needed after the advancement of all Apprentices, pursuant to c (1) hereof, Machinist Helpers who have acquired two or more years of seniority as such at the point where the additional Machinists are required, may be advanced to position of Machinist on the basis of seniority and ability, ability being sufficient,

seniority to govern. If additional Machinists are needed, this will be handled between the Management and General Chairman.

- (3) Advancement of Apprentices and Helpers will be with the written approval of the General Chairman.
- d. Apprentices and Helpers advanced to positions of Machinists shall be given reasonable opportunity to acquire the skill and knowledge needed to qualify them as skilled Machinists. Any problem arising in connection therewith shall be considered by the Local Chairman and Local Supervisors.
 - e. The Local Chairman will be furnished, in writing, the names of any Apprentices or Helpers who are advanced under the provisions of this rule as well as the position to which such employees are assigned to fill.
 - f. Employees advanced under the provisions of this rule will be governed by this Agreement, except as otherwise herein provided for, and will be paid not less than the minimum Machinist's rate.
 - g. If within ninety (90) calendar days after being advanced to a position of Machinist pursuant to paragraph c. hereof, a Machinist Apprentice or a Machinist Helper fails to show satisfactory progress or aptitude in learning the trade, such employee may be removed from the position of Machinist by the Carrier without an investigation. An employee so removed from a position of Machinist will return to a position of Machinist Apprentice or a position of Machinist Helper, as the case may be within ten (10) calendar days after being removed from the position of Machinist, on the basis of seniority, except that such employee who has been in the service of the Carrier sixty (60) calendar days or less may have their application for employment disapproved in accordance with Rule 34. An employee who fails to exercise seniority within ten (10) calendar days after being removed from the position of Machinist will forfeit all seniority. An employee removed from a position of Machinist who retains seniority will thereafter not be eligible for advancement to a position of Machinist until after the expiration of one hundred and eighty (180) calendar days following the date of removal from the position of Machinist.
 - h. Apprentices advanced in accordance with this rule will retain and continue to accumulate seniority rights in their respective classes, but will not establish a seniority date as a Machinist, except that the Apprentice will be credited on their Apprenticeship with the time worked as Machinist.
 - i. Helpers advanced in accordance with this Rule will retain their seniority as Helpers until they have completed nine hundred and seventy-six (976) days of service as a Machinist excluding any and all overtime service. Upon completion of 976 days of service as a Machinist, all seniority acquired as a Helper will be forfeited and s/he will be placed on the machinists' roster with a date four (4) years prior to the date following completion of this period, but not earlier than the date upgraded.

Helpers receiving the same dating after completing the 976 day period, will rank in the same order in which the upgrading program was completed. If ranking by program completion doesn't work because employees complete at same time, set up date will be used.

- j. When qualified Machinists are available for hire, they will be employed, displacing first the set-up Helper and then the set-up Apprentices in the reverse order of their advancement.
- k. In the event of any reduction in force, advanced Apprentices and advanced Helpers will revert to their former status before there is any reduction of Machinist.
- l. Except as provided in Paragraph b. hereof, Apprentices and Helpers will not be advanced to positions of Machinists to fill vacancies or new positions of less than sixty (60) calendar days duration.
- m. Apprentices and Helpers advanced to positions of Machinists may thereafter apply for bulletined positions of Machinists, and in the event there are no applicants who have acquired seniority as Machinists applying for such positions, Apprentices and Helpers applying for such positions will be assigned thereto, their advancement date to govern.

RULE 50 National Agreements

The parties recognize the application of National Agreements to which they are signatory through authorized committees, amendments thereto, and interpretations thereof, except as such Agreements have been specifically modified herein. Selected articles of National Agreements are included for easy reference; omission of articles of National Agreements cannot be construed as their having been abrogated

RULE 51 Rates of Pay

Rates of pay are to be posted on the shop bulletin board and the General Chairman furnished a copy of the "rates of pay" sheets following each general and cost of living adjustment.

NOTE: See Appendix F

RULE 52
Vacation Agreement

Vacations with pay will be granted to employees covered by this Agreement under and in accordance with the terms and provisions of the Vacation Agreement of December 17, 1941, as amended.

NOTE: See Appendix B

RULE 53
Agreement - Furnishing Copies

- a. The Carrier will have printed in book form copies of this Agreement, including selected articles of National Agreements, and furnish a copy to each employee affected, upon request. New employees will, on request, be provided a copy thereof upon completion of their probationary period.
- b. Whenever used in this Agreement, the terms or suffixes "man or men" are used in the generic sense and include both male and female employees

RULE 54
Employee Benefit Information

Employee Benefit Information will be provided to employees at the time of hire. Employees will be notified in a timely fashion of changes made to the Employee Benefit Programs.

NOTE: See Appendix H

RULE 55
Revision of Agreement

- a. The foregoing rules, effective March 1, 1995, constitute in their entirety the Agreement between the Soo Line Railroad Company and the International Association of Machinists and Aerospace Workers and supersedes prior Agreements between the parties and no portion thereof will be amended, revised, nor annulled except by mutual agreement between the Vice President, Labor Relations for the Soo Line and the General Chairman representing the IAM&AW, or by the serving of 30 days' written notice by either party to the other and handling in accordance with the provisions of the Railway Labor Act, as amended.
- b. Interpretations of the provisions of this Agreement can only be made by agreement between the Soo Line Railroad and the General Chairman, or in

accordance with the provisions of the Railway Labor Act, as amended. Any disputes to the interpretations of the provisions of this Agreement will be handled in accordance with the provisions of the Railway Labor Act, as amended.

For the:
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS

For the:
SOO LINE RAILROAD COMPANY

Joe R. Duncan
President/Directing General Chairman

Cathryn S. Frankenberg
AVP Labor Relations & Human
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Dell R. Babcock
General Chairman