

AK
RAILROAD
Employee
Info.
#1



SCHEDULE OF PAY,
RULES AND REGULATIONS
GOVERNING

DOCK, STATION, FREIGHT DEPOT &
— WAREHOUSE EMPLOYEES,
COMMUNICATIONS, MAINTENANCE OF
WAY, BRIDGE & BUILDING AND
CULINARY EMPLOYEES

UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
The Alaska Railroad

Schedule of pay, rules and regulations
governing represented Blue Collar Foremen,
Dock, Station, Freight Depot and Warehouse
Employees, Communications, Maintenance of
Way, Bridge & Building, and Culinary Employees

Basic Labor Agreement

and

Blue Collar Wage Agreement

This book has been printed for use of The
Alaska Railroad and its employees. Please
return upon Terminating Service.

Book Assigned to:

Revised February 10, 1971

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UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
THE ALASKA RAILROAD

Schedule of Pay, Rules and Regulations Governing represented Blue Collar Foremen, Dock, Station, Freight Depot and Warehouse Employees, Communications, Maintenance of Way, Bridge and Building, and Culinary Employees.

The AGREEMENT is made between THE ALASKA RAILROAD, Anchorage, Alaska, hereafter referred to as "Management" and the American Federation of Government Employees, Local No. 183, AFL-CIO, hereafter referred to as the "Union".

The participants agree as follows:

It is the intent and purpose of the participants to promote and improve the efficient administration of the Federal Service, to promote the well-being of employees within the framework of Executive Order 11491, to establish a basic understanding relative to personnel policies, practices, and other matters affecting conditions of employment, and to provide a means for amicable discussion and adjustment of matters of mutual interest.

ARTICLE 1

RECOGNITION AND UNLl DESIGNATION

Section 1. This Agreement is subject to the limitation on the discretionary powers of the Management Official of The Alaska Railroad over the area negotiated and it is applicable to the units for which the Union has been granted exclusive recognition.

Section 2. Management recognizes that the Union is the exclusive representative of blue collar employees in the bargaining unit or units. The Union recognizes the responsibility of representing the interests of all such employees by the provisions of this agreement.

Section 3. Other units which are granted exclusive recognition may be covered by this agreement when mutually agreed upon by Management and the Union and placed in written form.

ARTICLE 2

RESPONSIBILITIES AND RIGHTS OF MANAGEMENT

Section 1. The right to make reasonable rules and regulations shall be considered acknowledged functions of Management. In making

rules and regulations relating to personnel policies, and practices and procedures, and matters of working conditions, Management shall give due regard and consideration to the rights of the Union and the employees and the obligations imposed by this Agreement and the provisions of Executive Order 11491; however, such obligation and regard shall not be construed to extend to such areas of discretion and policy as the functions or mission, the budget, organization, assignment of personnel, the technology of performing work, or matters pertaining to the National Security.

Section 2. Management shall maintain a continuing program for the placement of handicapped employees, or those employees temporarily limited to light duty and who cannot be utilized in their primary assignment. It is recognized that in some instances a brief period of indoctrination may be required. Special consideration will also be given to the assignment of reserved parking spaces for use by handicapped employees depending upon the degree and nature of the handicap, availability, and nature of assignment.

ARTICLE 3

RIGHTS OF EMPLOYEES

Section 1. Management and the Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employees' organization or to refrain from any such activity. Except as expressly provided here and in Executive Order 11491, the freedom of such employees to assist any Union organization shall be recognized as extending to participation in the Union and acting for the Union in the capacity of a Union Representative, including presentation of Union views to officials of the Executive Branch, Congress, or other appropriate authority. Management shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced to discourage membership in Union organization.

Section 2. Any employee covered by the provisions of this Agreement and during the period he is on the payroll of Management,

shall not forfeit any benefits of this Agreement while on detail or assignment to another Activity or Division including off-site or satellite facilities for which Management has been delegated responsibility. This excludes assignment or promotion to Supervisory positions.

Section 3. Employees shall have access to their respective personnel file and the personnel file shall contain a job description stating the work performed by the employee.

Section 4. Employees covered by this Agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other non-operating employees in service.

Section 5.

(a) Employees transferred by direction of the Management requiring them to move family and household goods will be furnished free transportation over The Alaska Railroad on application to the employing officer.

(b) Employees moving to new positions or vacancies which necessitate a change of residence will receive free railroad transportation for themselves, dependent members

of their family and household goods, but free transportation for household goods under these circumstances will not be allowed more than twice in a twelve-month period.

ARTICLE 4

PROVISIONS OF LAW AND REGULATION

Section 1. It is agreed by Management and the Union that nothing in this Agreement shall be so interpreted as to conflict with provisions of any existing or future law or regulation of the Federal Government. This includes, but is not restricted to, those applicable rules and regulations issued by the Civil Service Commission and the Department of Transportation.

Section 2. Management agrees to furnish the Union with two copies of any directives from higher Headquarters which affect employees or which alter Management's discretionary authority with regard to any item dealt with in this Agreement before implementing same. When such directives are not readily available Management agrees to requisition the two copies for the Union.

ARTICLE 5

APPROPRIATE MATTERS

Section 1. It is agreed and understood that)

matters appropriate for negotiation in this Agreement, or for consultation between the parties are policies, programs and procedures related to working conditions which are within the discretion of Management, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction in force practices, and hours of work.

Section 2. Management agrees that the Union will be notified before changes are made to existing benefits, practices, and understandings which have been authorized by Management but which are not specifically covered by this Agreement.

Section 3. Management agrees that all privileges and benefits extended within the limits of its discretionary power will be applied fairly and equitably to all employees in the unit. Management agrees to consult with the Union concerning alleged inequities in this connection.

Section 4. It is further recognized that this Agreement does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters

not covered by this Agreement, which come within the scope of consultation and negotiation. It is further agreed and understood that the Management will consult with the Union before issuing any official directives which adversely affect the general working conditions covering the employees within the bargaining unit but which are not specifically covered by this Agreement.

ARTICLE 6

UNION REPRESENTATION

Section 1. Management recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement. Management further recognizes the right of the Union to designate Stewards and Union Representatives from among the employees of the unit. Management agrees to recognize the Stewards and Representatives designated by the Union.

Section 2. The number of Stewards and Representatives shall be only that number required to assure each employee of the unit ready access to a Steward in his work location. The designated number of stewards shall also be sufficient to assure that the Union can properly carry out its responsibilities under the terms of this Agreement.

For the purposes outlined in Sections 1 and 2 of this Article, the Union agrees to supply Management in writing, and shall maintain with Management on a current basis, a complete list of all Union authorized Representatives, Stewards and any alternates.

Section 3. Management agrees to recognize the officers and duly designated representatives of the Union and shall be advised in writing by the Union of the names of its officers and representatives.

Section 4. An employee who alleges and feels that he has a grievance or complaint shall be, upon request and approval of his supervisor, allowed time to report his grievance or complaint to the Steward, and when a pending grievance is reported to the Steward or Representative, that Steward or Representative shall be allowed the time necessary to investigate the reported grievance. This investigative procedure may require discussions with employee(s) within the bargaining unit or outside and representatives of Management (supervision) responsibilities or in some cases all three, in order to evaluate the facts and carry out the Union's responsibility under the terms of this Agreement.

Section 5. Management agrees that Stewards,

Union, officers, representatives and employees shall upon request and approval of their supervisor be allowed to leave their assigned areas to go to other departments, shops or offices when it is necessary to do so in order to accomplish the purposes outlined in Section 4 above, and in order to bring about a prompt and expeditious disposition of a complaint or grievance. It is further agreed that such activity shall be engaged in without any loss in pay or benefits to the employees authorized to act in behalf of the bargaining agent under the terms of this Agreement or to the employees contacted. Permission, in these instances will be granted unless the individual's work situation precludes such action. In any event, approval will be granted at the earliest opportunity. It is recognized that employees at outlying points may not have ready access to a Steward and the work situation precludes relief to process a claim, therefore, the claim will be processed through the President or other Union representative in writing to the appropriate Railroad official.

Section 6. Management agrees that any representative of the American Federation of Government Employees, AFL-CIO, or Local Lodge, upon request to Management shall be allowed into the activity at reasonable times on official Union business.

Section 7. Administrative leave may be granted to an employee Union representative to receive training, information, briefing and orientation on matters within the scope of Executive Order 11491--including statutory or regulatory provisions relating to pay, working conditions, work schedules, employee grievance procedures, performance rating, adverse action appeals and agency policy.

ARTICLE 7

HOURS OF WORK AND BASIC WORK WEEK

Section 1. Eight (8) hours shall constitute a normal work day. The administrative work week shall be Sunday through Saturday.

Section 2.

(a) Except as otherwise provided in these rules, eight (8) consecutive hours or less, exclusive of meal period, shall constitute a day's work for which a minimum of eight (8) hours' pay will be allowed.

(b) Employees' time will start and end at a regular designated assembling point for each class of employee, such as tool house, outfit car, shop, station, or office.

Section 3.

(a) There may be more than one starting time for employees at line points and at terminals, respectively, based upon service requirements, provided however, that no assignment shall be made with a starting time later than 12:00 midnight or earlier than 6:00 A.M. Assignments starting between 6:00 A.M. and 10:00 A.M., may be made for eight

(8) hours excluding an assigned meal period which shall not be less than thirty (30) minutes nor more than one (1) hour; or such assignments may be made to consist of eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch without loss of time. Assignments starting at 10:00 A.M. or later will be eight consecutive hours including an allowance of twenty (20) minutes for lunch without loss of time. Where three assignments performing the same service are coupled in continuous service covering the twenty-four (24) hour period, each such continuous service assignment shall consist of eight (8) consecutive hours including an allowance of twenty (20) minutes for lunch without loss of time. Meal periods shall be between the end of the fourth and the beginning of the sixth hours.

(b) Except in emergencies, the hours of service for employees under this Agreement will not be changed on less than twenty-four (24) hours notice.

Section 4. Management agrees to recognize a normal basic work week of Monday through Friday of any employee except in those cases where a regular tour of duty would seriously handicap the performance of a function or would result in substantially increased cost. It is recognized that functions of The Alaska Railroad operate on a seven-day work basis and that certain five-day work weeks will involve work on Saturday and Sunday. In those cases when a change in the normal work week of regular assigned positions is necessary, Management shall consult with the Union in determining which specific jobs fall within the category for which a re-arranged basic work week of other than Monday through Friday is appropriate. In no case shall an employee be required to work in excess of five (5) eight (8) hour consecutive days in the Administrative work week without payment of overtime.

Section 5. Where it is necessary to close the installation or an activity therein and administrative excused leave is granted because of inclement weather, breakdown of equipment, or other emergency "Act of God" situations, employees who report for work shall be given administrative excused leave for the period of the emergency situation.

Section 6. An employee required to work any part of the assigned meal period (between

the fourth and sixth hour) will be allowed time therefor on the minute basis at rate of time and one-half. In the event there is not sufficient time remaining within the limits of the meal period in which to procure lunch (not less than twenty (20) minutes), employee will be allowed not to exceed twenty (20) minutes including any time remaining within the meal period in which to eat, without deduction therefor.

This does not apply to employees who are assigned to eight (8) consecutive hours without meal period and who are allowed twenty (20) minutes in which to eat without deduction of pay.

Section 7. At small outlying points or terminals where the service is intermittent or terminals where one shift is worked, not requiring continuous application, assignment may be made for employees to work eight (8) hours within a spread of twelve (12) consecutive hours with but one interval of not less than two (2) hours of release. Time actually worked in excess of eight (8) hours will be paid for at the rate of time and one-half.

Section 8. No notice period is required to employees of less than six months service when forces are reduced and employees to be

reduced have temporary appointment status, otherwise five days notice is required.

Section 9. Employees covered in this agreement are entitled to night differential in accordance with published wage schedules of the Department of Transportation.

ARTICLE 8

ROAD SERVICE

Section 1. Emergency & Wrecking Service:
An employee regularly assigned to work at a designated headquarters, when called for emergency work or road work away from headquarters, will be paid from the time called to leave his headquarters, until return for all time worked in accordance with schedule rules, and will be paid straight time rates for traveling or waiting, except assigned rest days and holidays, which will be paid for at the rate of time and one-half, whether waiting, working or traveling. If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) hours or more, such relief time 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 home station. Where meals and

lodging are not provided by the Railroad, travel expenses in accordance with the current Standard Government Travel Regulations will be allowed. Employees used in emergency service will be called as near as possible one (1) hour before leaving time; and on their return will deliver tools at point designated. Employees used in wrecking service will be paid under this rule, except that all time working, waiting or traveling on week days after the recognized straight time hours at home station and all time working, waiting or traveling on assigned rest days and holidays will be paid for at the rate of time and one-half. (Article 9, Section 3, interpretation applies.)

Section 2. Road Service:

(a) Employees required by the Management to travel on or off their assigned territory for reasons other than emergency (Road work) will be paid actual travel time at straight time rates in excess of their assigned hours. Overtime worked in excess of eight (8) hours will be paid for at overtime rates. (Article 9, Section 3 interpretation applies.)

(b) Positions requiring travel as a regular part of their assigned duties will not be paid travel time in excess of their assigned hours.

(c) Employees required to travel by the Management on or off their assigned territory in boarding cars will be paid straight time rates traveling during regular assigned working hours, and for rest days and Sundays during hours established for work periods on other days. When traveling in boarding cars after work period hours, the only time allowed will be for actual travel time, traveling between 10:00 P.M. and 6:00 A.M. at one-half the straight time rate. Travel time will not be counted against the basic work week of forty (40) hours.

(d) Any member of a gang stationed at a point where he maintains a residence will not be required to board with the boarding outfits. Any employee maintaining a residence at a point where employed will not be required to live in cars or houses furnished

Section 3. Road Service:

(a) Employees required to work away from their headquarters for a period of time involving ~~more~~ than one calendar week, will be allowed one trip each way on company time. Employees electing to travel to their home on intervening days off will travel on their own time.

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ARTICLE 9

OVERTIME

Section 1.

(a) Time worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be considered overtime and paid for on an actual minute basis.

(b) No overtime shall be worked except by direction of proper authority, except in cases of emergency where advance authority is not obtainable.

(c) Employees shall not be required to suspend work during regular assigned hours to absorb overtime.

(d) In working overtime after assigned hours and on rest days, Sundays or Holidays, employees regularly assigned to the position for which overtime is to be worked shall be allowed to work the overtime, except as provided in Article 19, Section 6.

(e) When employees are ordered and report for work, they shall receive not less than four (4) hours' pay at straight time rates for two hours and forty minutes work or less, and if held on duty in excess of two hours and forty minutes, time and one-half will be allowed on the minute basis.

(f) An employee required to come on duty in advance of his regular starting time will be allowed time and one-half on the minutes basis with a minimum of time allowance of forty (40) minutes at the overtime rate for such service, the advance period to be not more than one (1) hour. If called more than one hour in advance of regular starting time, paragraph (e) will apply, except fifteen minutes preparatory time and fifteen minutes tie-up time for positions of pile driver caliber shall be allowed.

Section 2. In the event of a situation requiring the extension of a regular work shift into more than a two (2) hour overtime period, time for lunch will be permitted on the work site. Management will make the necessary arrangements that food will be made available for the employees involved, or provision made for a meal period.

Section 3. An employee with a regularly assigned point of duty, who reports out and in of said point within a twenty-four hour period shall receive time and one-half hours in excess of eight in any twenty-four hour period involved.

Interpretation: Employees traveling, regardless of the twenty-four (24) hour provision, on a motor car, trailer or

highway vehicle, who are required to operate, flag, or move the car or trailer to or from the track, or handle tools to and from such vehicles, shall be paid for time traveling as time worked. This does not apply when travel is on public conveyance when the travel time is paid at straight time rates for all time concerned.

ARTICLE 10

HOLIDAY WORK

Section 1. Federal regulations applicable to Federal Holidays shall apply. Employees shall be excused for all holidays now prescribed by law and any that may be later added by law and all holidays designated by Executive Order shall be observed as regular holidays. If a holiday falls on the employee's first rest day within the normal work week, the preceding day shall be treated as the holiday for leave and pay purposes and if the holiday falls on the employee's second rest day, the following day shall be treated as the holiday for leave and pay purposes. All hours worked within the hours of the assignment, shall be paid at the regular basic rate of compensation for the day. When possible, Management will notify all employees who are to work on a holiday two (2) days prior to the holiday

, be worked; a list of employees expected
work on a holiday shall be posted in
their work area at least two (2) work days
in advance of such holiday.

Section 2. Management agrees that employees
will not be scheduled to work on a holiday;
prescribed by Federal Law or Executive Order,
solely to avoid overtime work that otherwise
would be performed on a day outside the
basic work week.

Section 3. An employee notified to work a
full shift on rest days or holidays, or an
employee called to take the place of such
employee, will be allowed to complete the
shift unless relieved at his own request.
Article 19 A, Section 4.

ARTICLE 11

SICK LEAVE

Section 1. Sick leave shall be granted
employees when they are incapacitated for
the performance of their duties by sickness,
injury, or for medical, dental, or optical
examination or treatment, or when a member
of the immediate family of the employee is
afflicted with a contagious disease.

Section 2. An employee who is absent on account of sickness shall notify his superiors or other appropriate person prior to the start of their shift on the first workday of his absence, or as soon thereafter as possible. Second and third shift employees shall notify their department foreman prior to the start of their shift or as soon thereafter as possible. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval prior to the beginning of the leave, except in the case of emergencies.

Section 3. A medical certificate for absence of three (3) workdays or less will not be required, except where there is reason to believe the employee is abusing sick leave privileges. In such cases the employee will be verbally advised that the sick leave privilege is being abused. When there is no improvement the employee will be advised, in writing, that he will be required to submit a medical certificate for each subsequent absence for illness. Medical certificates will not be required for holidays or days outside the employee's workweek. It is further agreed that Management and the employee will review the sick leave record of each employee required to furnish a medical certificate periodically, and where such review reveals no substantial evidence that the

employee has abused sick leave privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) work-days or less unless an abuse recurs.

Section 4. An employee sent home by the Chief Medical Officer will be provided transportation by Management in those cases where the Medical Officer determines such transportation is necessary.

Section 5. When an employee is assigned a temporary restricted work classification, as determined by the Medical Officer, Management will make every effort to place the employee on a job, if available, within the prescribed restrictions.

Section 6. Management agrees to advance sick leave in accordance with applicable regulations to permanent employees, not to exceed thirty days, when there is reason to believe the advanced sick leave will be earned after return to work.

ARTICLE 12

ANNUAL LEAVE

Section 1. Annual leave is afforded by law. Employees shall accrue leave in accordance with regulations. Approval of an employee's request for annual leave will be granted when his request is submitted with reasonable advance notice. Approval of requests for annual leave for unforeseen reasons will be considered as the circumstances warrant.

Section 2. Every attempt consistent with the workload will be made to satisfy the desires of the employees with respect to the approving of extended annual leave for vacations. When Management finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee(s).

Section 3. Applications for specific days of annual leave for vacation purposes will be granted on a seniority basis and in the event of a coinciding request date the senior employee of the affected area of The Alaska Railroad shall receive preference. Filing date for vacation leave shall be February 1 of each year.

Section 4. Compensation is payable during leave of absence at the rate applicable to the position from which the employee is excused from duty and not at the rate payable for a period during which leave is earned (19 Comp. Gen. 1015, June 22, 1940).

Permanent employees who are temporarily re-assigned or promoted to positions at higher salary rates and who are granted annual leave while serving under the temporary assignment to take effect prior to return or re-assignment to their former positions are entitled to compensation for the leave so taken at the higher rate of compensation of the temporarily assigned position for the entire period of leave; but if they are returned to their former positions prior to the effective date of the granted annual leave, they are entitled to compensation for the leave so taken only at the rate applicable to the position to which returned, even though no duty be performed under such re-assignment or return before leave is taken (19 Comp. Gen. 1015, June 22, 1940).

ARTICLE 13

LEAVE OF ABSENCE

Section 1. A reasonable number of employees may be granted annual leave, leave without pay, to accept temporary Union positions or to attend conventions or meetings of the Union as defined in Executive Order 11491. Employees may be granted leave of absence with or without pay for other purposes.

Section 2. Management agrees to grant upon request of the Union, leave without pay for employees to act as full-time representatives for the Union.

Section 3. Management recognizes the obligation to provide employment at the end of the extended leave without pay granted for employees as full-time Union representatives within the rating the employee held upon his request for leave and in the current pay status of such rating at the time the employee returns to work, also recognizing the bumping and retreating rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction-in-force action during the period of leave of absence.

Section 4. All employees in approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program in accordance with current law and regulations.

Section 5. Each Reservist of the Armed Forces or member of the National Guard who is a permanent employee is entitled to leave of absence from his duties without

loss of pay or seniority for not exceeding fifteen (15) calendar days in any calendar year in which he has been called to active duty.

Section 6. Employees shall not be granted leave of absence without pay for the purpose of accepting outside employment unless given written permission prior to leave jointly by the Management and the Union. Employees giving false reasons for the purpose of obtaining leave will be subject to discipline.

Section 7. An employee on leave or temporarily absent from his assignment for any cause, must notify his foreman of his return thereto at least one (1) hour prior to the quitting time of his assignment on the working day next preceding his return, except in the case of sick leave.

Section 8. Duly accredited representatives of the employees and other employees employed exclusively by the organization shall be considered as in the service of the Carrier and may return to their former position or exercise seniority within thirty (30) calendar days after release from such employment.

Section 9. An employee unavoidably detained from work will not be discriminated against. Unless prior notice of expected absence has been given, notice to foreman must be given as quickly as possible, and failure to do so, or habitual absence from work without good cause will be considered cause for discipline.

ARTICLE 14

MERIT PROMOTION

Section 1. The Employer will utilize employees' skills and potentials to the fullest extent practicable. Employees will be promoted on the basis of merit without regard to race, color, religion, sex, age, or membership or non-membership in employee organizations. The over-all objective of the merit promotion program is to assure that positions are filled with the best qualified persons available and to assure that all employees have an equal opportunity to apply for advancement.

Section 2. The Union recognizes that the Employer has the option of filling positions by repromotion, or by methods other than promotion such as appointment, reinstatement, reassignment, or transfer provided the person selected is in the best qualified

group using the same qualification standards as for evaluating applicants for promotion. Management agrees that whenever possible to utilize existing employees from within the activity to fill vacant positions when qualified employees are available.

Section 3. All Alaska Railroad merit promotion program opportunities, outside the Multiple Appointment system, will be advertised through issuance of announcements within the area of consideration on all Official Bulletin Boards. Announcements will be open for at least ten working days when advertising is confined to The Alaska Railroad. Only employees or applicants outside the Railroad making application will be considered.

Section 4. The Alaska Railroad will normally be the minimum area of consideration. If an announcement fails to provide a sufficient number of highly qualified candidates, the area will be expanded. The Union will be notified in advance of expansions of areas of consideration and upon request the Employer will consider the Union's views concerning the necessity for such expansions.

Section 5. Upon request, each applicant will be told whether he was eligible for

promotion on the basis of minimum qualification requirements, whether he was in the group from which selection was made, who was selected for promotion, and in what areas he should improve himself to increase his chances for promotion.

Section 6. In accordance with Civil Service Commission directives, qualification standards for promotion are those prescribed in Commission Handbook X118-C for ungraded positions as supplemented by Department of Transportation directives. These standards prescribe elements for each occupational area and level of occupation. In accordance with the Federal Personnel Manual, the following consideration may be used in evaluating these job elements.

a. Written Tests. Appropriate validated written tests which are either required or approved by the Civil Service Commission may be used. Written tests may not be used as the sole means of evaluating candidates; they may be used as only one part of the evaluation process with due weight given to the appropriate factors.

b. Appraisals of Performance. Appraisals of performance must be considered as one factor in evaluation of basically eligible candidates. When an employee has

worked for a particular supervisor for less than six (6) months, a second, foreman (leadingman) supervisory appraisal shall be obtained. An employee is entitled to see, upon his request, any production record or any supervisory appraisal of past performance used in considering him for promotion. An employee, however, is not entitled to see a supervisory report on potential which is a recorded judgment of the supervisor's estimate or prediction of how well the employee is likely to perform at a level or in a kind of work different from one in which he has already performed.

c. Experience. In evaluating experience the type and quality of experience is considered in relation to the requirements of the position to be filled. Length of service, length of experience, or seniority, is evaluated when there is a clear and positive relationship with quality of performance and for breaking ties.

d. Awards. Due weight will be given awards received by employees in terms of qualifications indicated such as initiative, resourcefulness and planning ability and their bearing on the requirements of the position to be filled.

e. Training and Self-Development. Training and self-development which would increase the employees potential for

effective performance in the position to be filled must be considered.

Section 7. Employees selected for promotion will be notified promptly of their selection and released from their former positions as soon as practicable, normally with two weeks' notice. An employee will be paid at the pay level of the position for which selected, starting with the effective date of promotion, in accordance with applicable regulations.

Section 8. Questions or complaints about the promotion program should be resolved informally if possible, by the Union President or his designee, who will have access to unrestricted records used in the promotion process, or with the immediate supervisors, and the Personnel Officer. The formal means for resolving complaints is then through the grievance procedure.

Section 9.

(a) When practicable, the duties of a higher graded employee who is absent for a time less than thirty (30) days will be assumed by another employee as a detail. When a qualified employee is assigned for a period of thirty (30) days or more, a temporary promotion will be made under applicable rules and regulations. This does

not require that management fill vacated positions. Employees with multiple appointments receive pay for the work performed, for that work which is included in the Multiple Appointment. (FPM Chapter 300, Subchapter 8 "Detail of Employees".

(b) All time that an employee is required to fill a position of higher grade than his regular assignment shall be recorded. After he has fulfilled the duties of the position for a total period of experience required by the Civil Service Commission regulations, he shall be eligible for inclusion of such position in his Multiple Appointment, upon approval of his supervisor and completion of any required test or examination pertaining to the position.

Section 10. When a vacancy occurs, a Certificate of Eligibles will be forwarded to the Selecting Official containing the names of no more than five (5) of the best qualified applicants and shall be grouped alphabetically and the certificate shall state that the names are not listed relative to qualifications. The Selecting Official may interview candidates on the Certificate of Eligibles. If one (1) candidate is interviewed all candidates will be interviewed if available.

Section 11. Merit promotion announcements will show the job requirements for which an applicant's qualifications are evaluated in terms of the skills, knowledge, abilities, and potential needed to perform the job for which the applicant is being considered. Merit promotion announcements shall not contain key or restrictive clauses that tend to favor one employee or a group of employees for a particular position.

Section 12. A merit promotion opportunities announcement may not be modified after the promotion process is under way unless an inappropriate announcement has been released. Modified announcements will be in accordance with Section 3 of this Article and all employees eligible under the modified announcement shall be considered for promotion.

Section 13. The Employer agrees to consult with the Union on any revisions or amendments to the Merit Promotion Plan.

ARTICLE 15

BULLETINING POSITIONS
WITHIN MULTIPLE APPOINTMENTS
(Outside Merit Promotion)

Section 1. Vacancies of thirty (30) days or

more shall be bulletined for ten (10) days before being permanently filled. The oldest employee in point of service in the respective craft, if qualified by experience to efficiently handle the work, will be assigned. Employees desiring to avail themselves of this rule will make bid, in writing, to the official in charge, duplicate copy to the Union, and the Management to make assignment.

Section 2. An employee exercising his seniority rights under this rule will do so without expense to the Carrier; he will not lose his right to the job he left, and if after a fair trial not to exceed thirty (30) days he fails to qualify for the new position, he will return to his former position. The next senior qualified man bidding will be assigned. In the event there are no bids, the youngest qualified employee will be assigned.

Section 3. Official Bulletin Boards shall be used at all central points of employee contact throughout the Railbelt, where proper notices of interest to employees and job bulletins may be posted. Access to such board will be made available to accredited Union representatives for posting such notices as are necessary.

Section 4. Employees covered by this Agreement, who have been assigned in a multiple appointment, perform work for four (4) hours or more in a position authorized with a multiple appointment shall be paid for the rate of work performed consistent with the grade assignments authorized in multiple appointment.

Section 5.

(a) An employee assigned to a permanent position and who does not hold a Multiple Appointment, his rate shall not be reduced when temporarily assigned to lower grade duties.

(b) An employee who holds a Multiple Appointment shall not have his rate reduced below that of his bid position, while temporarily performing the duties of a position which is graded lower.

Section 6. Positions of a higher grade shall not be abolished solely for the purpose of requiring an employee to accept a lower graded position within his category. It is recognized that this does not preclude the abolishment or realignment of positions to meet the needs of the service.

Section 7. Advertised vacancies may be filled in acting status pending an assign-

Section 8. Assignment bulletin shall be prepared and mailed within ten (10) days after the close of the bulletin calling for bids.

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Section 2. Any employee demoted without cause must be considered for repromotion before other means are used to fill a position. Although he is not guaranteed repromotion he should be repromoted as an exception to competitive procedures if he is well qualified for the position unless there are persuasive reasons for not doing so.

Section 3. If the selecting official decides not to select an employee under the repromotion promises of this agreement certified to him as one of the best qualified under competitive promotion procedures, the official must state his reasons for the record if he does not then select the employee.

ARTICLE 17

PERSONNEL MOVEMENT IN RIF SITUATIONS

Section 1. It is agreed that all possible action will be taken to avoid or minimize the impact of a reduction-in-force prior to separating employees. Such action will include restricting recruitment, meeting ceiling limitations through attrition, re-assigning employees in surplus positions and terminating limited appointments.

Section 2. Management agrees to notify the Union of the necessity for reduction-in-force as far in advance as practicable and of the reasons therefor. Management also agrees to inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

Section 3. It is agreed that Management, to the extent consistent with the installation's manpower requirements, will make an effort to reassign employees whose positions are eliminated because of automation or adoption of labor saving devices. It is agreed that management will make practical effort to train employees, when necessary for reassignment, whose positions are eliminated because of automation or adoption of labor saving devices.

Section 4. For reduction-in-force purposes the Competitive Area for employees of this unit shall be The Alaska Railroad, except as provided in special rules for ~~Track Laborers~~; and the Dock, Station, Freight House, and Warehouse Employees.

ARTICLE 18

REVIEWS OF JOB DESCRIPTIONS & REQUIREMENTS

Section 1. The activity program for determining the ratings of positions of employees in the unit is conducted in accordance with the applicable Department of Transportation regulations. To assure that ratings are appropriate to the work currently being performed by the employees in the bargaining unit, Management agrees to and shall conduct a continuing review of such ratings throughout the activity. In any case where a modification of a job description of any position in the unit is proposed to the extent that either the rating, title, pay level, or qualification requirements for the rating would be affected, the proposed change will be discussed verbally or in writing by Management with the Employee prior to the effective date of any such change.

Section 2. Any employee in the unit who alleges that his position is improperly described or rated may discuss the matter with his supervisor, who will, upon request, arrange for review of the employee's rating by personnel of the Personnel Office. The review shall include discussion with the employee and with his supervisor to determine the employee's actual regular work assignment over a representative current period and comparison of such assignments to the related job descriptions and/or rating definitions. Management agrees to consider fully all pertinent facts including those presented by the employee. If the employee's complaint is not resolved to the satisfaction of the employee, Management shall notify the employee in writing of the findings, the basis of the findings, and shall outline the employee's appeal rights, and enclose a copy of the appeal procedures. In requesting a review of his position rating and in the discussions described above, the employee may have and shall be entitled to representation by his Union.

Section 3. Upon request by the employee and/or his representative, Management agrees to produce all pertinent and current data on the grade and job standards of the employee's particular job. The information will include how the grades, job standards, and titles were established and the type of work actually required under these standards.

Section 4. It is agreed that Management will advise the Employee when a job rating is to be changed due to reclassification actions to a lower grade, and at least thirty (30) days prior to effecting personnel action.

Section 5. The Union may present supporting evidence to Management regarding the local application of position classification standards and the equity of classification results.

ARTICLE 19

A. DISPOSITION OF UNIT WORK

Section 1. Nothing in this agreement shall be construed to prevent operators of equipment and machines from making minor repairs to equipment they operate incidental to the continuous operation of their equipment and machinery, outside the shop.

Section 2. None but assigned personnel regularly employed as such shall do the assigned work of each craft. This rule does not prohibit foremen in the exercise of their duties, or foremen at points where no craftsmen are employed, to perform work, when qualified.

Section 3. 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 capable, perform the work of any craft (including welding) that may be necessary.

Section 4. An employee notified to work a full shift on his day of rest, Sundays or holidays, will be allowed to complete the shift unless relieved at his own request. (Article 10, Section 3.)

Section 5. Management agrees that as a matter of practice, supervisors, above the level of represented foremen, shall not be assigned to perform the duties as outlined in job descriptions of Unit employees except when instructing or training employees.

Section 6. Maintenance employees may be required to afford reasonable assistance on adjoining territory, otherwise will not be required to work outside of his assigned territory, except in cases of emergency or over-lapping on rest days or holidays.

19 B. SPECIAL RULES

CULINARY WORKERS

Section 1.

(a) A work week for regularly assigned employees, except as noted, shall consist of five (5) days of eight (8) hours each with two (2) rest days in each seven (7). Such rest days shall be consecutive to the extent practicable.

Note: Where the service requirements are such and regular relief assignments are impractical, the work week may consist of seven (7) days, with overtime at the rate of time and one-half for the sixth and seventh days, Friday and Saturday.

(b) Service extending over a period of more than five (5) days per week may be performed by establishing regular relief assignments consisting of five (5) days of work and two (2) days to do the work necessary on rest days of regular assignments in such service or to perform relief work on certain days and such types of other work on other days as may be assigned, or work weeks of regular assignments in such service may be staggered, or extra or furloughed employees may be

used to do the work necessary on rest days of regular assignments in such service.

(c) Assignments for regular relief positions may on different days include different starting times, duties or work locations.

Section 2. The cook is in charge of kitchen and dining facilities, coordinating his activities for serving the gang with the foremen, and shall be responsible for maintaining cleanliness and safe and sanitary conditions of the area and of the employees under his charge, and shall also be responsible for the appearance and deportment of employees while on duty in the kitchen and/or dining room.

Section 3. Helper service in outfit cars will be assigned to meet the service requirements of the following schedule:

(a) When there are 14 men, but not to exceed 16 men, to be served meals, one helper shall be added. If a helper is not added or if the cook, by proper notification to the Chief Steward, desires, he may perform the necessary services without a helper and will be allowed one hour overtime for each day such service is performed.

(b) When there are 17 but not to exceed 20 men, as shown in paragraph (a) above, 2 hours overtime will be allowed.

(c) When there are 21 to 35 men, one helper will be furnished and no option will be allowed the cook to perform these extra services.

(d) When there are 36 to 44 men, two helpers will be furnished and no option will be allowed the cook to perform these extra services.

(e) When there are 45 or more men, three or more helpers will be furnished, depending on the requirements of the service, and no option will be allowed the cook to perform these extra services.

Section 4. Employees holding seniority of other crafts cannot hold seniority under this craft.

19 C. SPECIAL RULES

MAINTENANCE OF WAY

Section 1. The cook is in charge of the

kitchen and dining facilities, coordinating his activities for serving the gang with the foremen, and shall make orders for stores and necessary provisions; shall be responsible for maintaining cleanliness and safe and sanitary conditions of the area and of the employees under his charge, and shall also be responsible for the appearance and deportment of employees while on duty in the kitchen and/or dining room.

Section 2.

There will be one seniority roster for all extra gang and section laborers entitled: "Track Laborers".

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Section 3.

(a) Competitive area for reduction in-force purposes for section track laborers shall be North Pole to and including Talkeetna, Sunshine to and including Seward.

(b) Competitive area for Extra Gang laborers shall be system-wide.

Section 3. Employees holding seniority of other crafts cannot hold seniority under this craft.

Section 5.

(a) Foremen are authorized to permit subordinates leave not to exceed 15 calendar days. Leave in excess of 15 calendar days must be given prior approval of Roadmaster,

(b) In event Foremen cannot contact their Roadmasters, permission may be secured from the office of the General Roadmaster or Chief Engineer. If none of the foregoing are available, in emergencies, the nearest telegraph operator must be notified. In all cases, information as to where Foremen can be located must be filed for use in emergencies.

(c) Track men held on duty on rest days will be paid overtime.

Section 6.

a) Employees entering service shall acquire seniority as of the first day of pay in the group in which the employee entered service.

Section 7.

(a) Laborers entering service acquire seniority as of the first day of pay as laborer.

(b) An employee who has a multiple appointment and who has worked thirty (30) days on a position within the multiple appointment may gain seniority for that position at the completion of the thirty (30) days. If the service is continuous, the seniority date will be as of the first day of the thirty (30) days. If service is intermittent, the employee shall keep a record of days worked and the seniority date will be as of the thirtieth (30th) day before the last day of the qualifying thirty (30) day period.

(c) An employee who receives a promotion, reassignment or change to lower grade will receive seniority as of the effective day of the change.

(d) Employees claiming retroactive seniority under this change will be given a seniority date as of May 12, 1976. Where more than one employee claims seniority on the same list, the employees will be given in ID order. Employees desiring seniority under this change must apply in writing to the Office of Chief Engineer prior to July 15, 1976.

Section 3. (amended)

The required starting time of Article 7, - Section 3, may be amended to permit other than the 12:00 midnight and 6:00 A.M. starting time (to provide maximum work time, conforming to train schedules, and daylight hours) by giving the Union and Gang Foreman five (5) days notice. A change may be made in less than five (5) days by mutual written agreement between the Union and Management. Regardless of starting time, assignments may be made for eight (8) hours excluding an assigned meal period which shall not be less than thirty (30) minutes nor more than one (1) hour. This amendment is applicable only to floating gangs, ex ra gangs, tamper crews and ditcher operators.

19 D. SPECIAL RULES

BRIDGE AND BUILDING

Section 1. The cook is in charge of the kitchen and dining facilities, coordinating his activities for serving the gang with the foremen, and shall make orders for stores and necessary provisions; shall be responsible for maintaining cleanliness and safe and sanitary conditions of the area and of the employees under his charge, and shall also be responsible for the appearance and deportment of employees while on duty in the kitchen and/or dining room.

Section 2.

(a) Foremen supervising B & B gangs consisting of five men or less will be required to work as mechanics on such gangs.

(b) Employees of any craft may be assigned to B & B Foremen and they will be under his supervision.

Section 3. When called in road service or emergency work, the term headquarters shall be defined as the point on the Railroad where gang is stationed at the time they are called to the emergency.

Section 4. Employees holding seniority of other crafts cannot hold seniority

Section 5. (Revised)

The required starting time of Article 7, Section 3, may be amended to permit other than the 12:00 midnight and 6:00 A.M. starting time (to provide maximum work time, conforming to train schedules, and daylight hours) by giving the Union and Gang Foreman five (5) days' notice. A change may be made in less than five (5) days by mutual written agreement between the Union and Management. Regardless of starting time, assignments may be made for eight (8) hours excluding an assigned meal period which shall not be less than thirty (30) minutes nor more than one (1) hour. This amendment is applicable only to floating gangs, extra gangs, B&B gangs, tamper crews, and ditcher operators.

Section 6. Remains the same.

Section 7. (added)

Same as Article 19C, Section 7, paragraphs (a), (b), (c), and (d).

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under other crafts cannot hold seniority
under this craft.

...shall prevail

Section 2. Same as Article 19C, Section
6, paragraphs (a), (b), (c), and (d).

days
road on one or more items of any group, ^{Sup 2}
notwithstanding compliance with standards
established for the position by the Civil
Service Commission. If service is contin-
uous, his seniority date will be as of the
first day of the thirty (30) days. If
service is intermittent, record shall be
kept by employees and seniority date will
be the thirtieth (30th) day previous to
the last day of the qualifying thirty (30)
day period.

Section 3. When spreaders are used in snow
or work service, spreader operators will
work under the same conditions as train
crews with regard to hours of service and
living conditions.

Section 4.

(a) Crews on shovels, cranes, clamshells,
draglines and backhoes shall consist of
the operator, oiler, Ditcher Foreman or

Heavy Equipment Foreman, as may be required when machines are in continuous operation.

(b) One oiler will be provided for each three (3) or four (4) caterpillars, carryalls and tournapulls and similar machines used in a group and in continuous operation. Additional oilers will be provided on the same basis as the number of units are increased. When one or two units are used separately, the operators will service and maintain their own machines.

Section 5.

(a) Headquarters for equipment operators is defined as Anchorage, or such other point as may be established by bulletin, for position of thirty (30) days or more; or outfit cars or section houses with lodging and messing or batching facilities. Equipment Operators performing service away from assigned headquarters shall be paid in accordance with standard government travel regulations.

(b) Headquarters for positions of one year duration or more, will be established at locations where facilities for family living are available, or established communities.

(c) Equipment Operators working at line points in gangs where outfit cars are provided will be furnished quarters at no expense, and pay for their meals under the same conditions as other floating gang employees.

(d) When it is necessary for such employees to be away from outfit cars or assignments, it is understood that quarters and meals will be provided at no expense to the employee. Employees who do not agree to use outfit cars...

Section 7. (revised)

The required starting time of Article 7, Section 3, may be amended to permit other than the 12:00 midnight and 6:00 A.M. starting time (to provide maximum work time, conforming to train schedules, and daylight hours) by giving the Union and Gang Foreman five (5) days' notice. A change may be made in less than five (5) days by mutual written agreement between the Union and Management. Regardless of starting time, assignments may be made for eight (8) hours excluding an assigned meal period which shall not be less than thirty (30) minutes nor more than one (1) hour. This amendment is applicable only to floating gangs, extra gangs, B&B gangs, tamper crews and ditcher operators.

Review
This amendment is applicable only to floating gangs, extra gangs, B & B gangs, tamper crews and ditcher operators.

Section 8. It is understood and agreed that new classification standards for Equipment Operator are in the process of publication and when these new grades are published, they shall be the subject of negotiation in accordance with this Agreement and shall be initiated immediately after concluding negotiations.

Section 9. An employee entering service as an Equipment Operator shall acquire seniority as an Oiler.

19 F. SPECIAL RULES

DOCK, STATIONS, FREIGHT DEPOT AND
WAREHOUSE EMPLOYEES

Section 1. Employees who had held seniority prior to effective date of the Agreement in both Group I (white collar seniority positions) and Group II (blue collar seniority positions), will continue in both groups. After March 1, 1971, employees hired or acquire seniority may not hold dual seniority in both white collar positions and blue collar seniority positions.

Section 2. Article 15, Section 1, vacancies of 30 days or more shall be bulletined for five (5) days before permanentl- filled.

Section 3. The competitive area for reduction-in-force purposes, for Dock, Station, Freight Depot, and Warehouse employees is the commuting area regarded as fifty (50) miles one-way driving distance.

Section 4. Employees holding seniority of other crafts cannot hold seniority under this craft.

Section 5.

(a) When the established starting time of regular position is changed in the aggregate in excess of two hours since last bulletined, or designated rest days are changed, the employees affected may, within ten (10) calendar days thereafter, upon forty-eight (48) hours notice, exercise seniority rights to any position held by junior employee in the same Multiple Appointment or same type position. Other employees affected may exercise seniority rights in the same manner.

(b) If the starting time of an established position is changed as to convert it from

one shift to another, the new position shall be bulletined.

19 G. SPECIAL RULES

COMMUNICATION EMPLOYEES

Section 1. The union recommends the implementation of the Multiple Appointment in the Communications Branch for the effect of providing seniority in the Branch.

Section 2. Suitable living quarters, together with fuel, lights and water, will be furnished to Maintenance Linemen (Wire Communications Maintenance Worker) and Maintenance Technician. Where not furnished, they will be given an allowance of \$50.00 per month in lieu thereof.

Section 3. Employees holding seniority of other crafts cannot hold seniority under this craft.

Section 4. When physical examinations and qualifying under required rules examinations are required by the Railroad, arrangements shall be made to take them without loss of time, and expenses shall be paid, except

when returning from furlough or from absences caused by sickness or disability, in accordance with standard Railroad allowances.

Section 5. (revised)

The required starting time of Article 7, Section 3, may be amended to permit other than the 12:00 midnight and 6:00 A.M. starting time (to provide maximum work time, conforming to train schedules, and daylight hours) by giving the Union and Gang Foreman five (5) days' notice. A change may be made in less than five (5) days by mutual written agreement between the Union and Management. Regardless of starting time, assignments may be made for eight (8) hours excluding an assigned meal period which shall not be less than thirty (30) minutes nor more than one (1) hour. This amendment is applicable only to floating gangs, extra gangs, and maintenance linemen.

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In this regard, Management and the Union,

will coordinate on-the-job training in order to insure that apprentices receive broad and well-rounded experience in their respective trades or occupations. All apprentice training assignments shall be scheduled and recorded to insure that all apprentices are afforded the opportunity to qualify in each phase of training, as will be defined in the Apprentice Training Schedule developed by Management and the Union for each trade.

Section 2. Management agrees to recognize a Union apprentice training committee within the bargaining Unit of not more than three (3) members appointed by the Union and three members appointed by Management, to serve on such committee. This committee shall have the right to a reasonable review of apprentice training programs affecting employees in the bargaining unit for the purpose of assisting Management in insuring a continuing effort to strengthen and improve the apprentice training program. It is further agreed that the Union apprentice and training committee shall meet once every two (2) months or upon the request of either party for the purpose of discussing the overall effectiveness of the apprentice training program.

Section 3. Management agrees that apprentices will be assigned to either an apprentice instructor or a foreman, who shall be responsible for their training while so assigned. Assignments will be made, to the extent permitted by work requirements, primarily to expose the apprentice to a variety of jobs with increasing complexity and responsibility during the programmed apprentice term.

Section 4. In recognition of the mutual advantages to Management and to the employees, Management agrees to utilize existing employees from within the activity when training for any new job ratings which may be determined necessary for establishment within the activity to carry out the mission.

ARTICLE 21

SAFETY

Section 1. Management will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Management will welcome from any individual employee or from the Union, suggestions which offer ways of improving safety conditions.

Section 3. It is agreed that the Union will appoint an appropriate number of qualified employees to serve as the Union's representatives on Management's Safety Committees.

Section 4. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When unsafe or unhealthy conditions are observed by the Union representatives they should report them to the immediate supervisor. When such safety and industrial health matters are of general interest, the Union may present the problem to Management's safety committees or bring the matter to the attention of appropriate supervision for mutual consideration by Management and the Union.

Section 5. The Union and Management will make every effort to prevent accidents of any nature. Should such accident occur, however, a prime consideration will be the welfare and comfort of injured personnel.

Section 6. When it becomes known that an accident has resulted in a disabling injury, management agrees to notify the Union promptly of the circumstances.

Section 7. 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, and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case. Settlements will be made in accordance with Employees' Compensation benefits.

Section 8. When employees covered by this Agreement are required to transfer from hot work to cold work, they will be allowed sufficient time to cool off before such transfer is made.

Section 9. Floors, lockers, toilets, washrooms, outfit cars, and lunchrooms will be

kept in good repair and dry,
safe, and sanitary conditions. Insulated
steel bunk cars will not be for
winter service.

Section 10. Operators of sandblast or
paint sprayers will be required to use
utmost care not to disturb other employees
working in immediate vicinity.

Section 11. All acetylene or electric
welding or cutting will be protected by a
suitable screen when its use is required.

Section 12. Operators who observe unsafe
equipment or operating conditions shall
report the facts to his immediate super-
visor for his determination in continuing
operations.

Section 13. First aid equipment will be
furnished at all work locations and the
foreman will see that the medicine chest
is adequately supplied.

Where possible, foremen will be trained
in first aid, for first aid administration
at their work locations.

Section 14.

(a) No more than six (6) men will be quartered in the present box type cars occupied by permanent men for sleeping quarters, and no more than three (3) in combination car used for sleeping, eating, and cooking.

(b) When increases in forces are necessary, extra cars will be furnished to care for the temporary men.

(c) No upper bunks will be used in any cars assigned to permanent gangs.

(d) When bunk cars are provided they will be habitable.

ARTICLE 22

COM. TEF ASSIGNMENTS

Section 1. The Union agrees to cooperate with Management in the development of policies and procedures for programs which involve charitable solicitations to include qualified Union representation on Management committees for such purposes.

Section 2. The Union will appoint qualified representatives to assist Management in evaluating suggestions and incentive awards.

ARTICLE 23

CIVIC RESPONSIBILITIES

Section 1. When an employee is absent from duty and in attendance in court as witness in behalf of the United States, or for jury duty in any State court or court of the United States, the absence from duty shall not be charged against annual leave but shall be recorded as "court leave" for the employee's regular tour or tours of duty.

Section 2. On receipt of a summons to appear for jury duty, the employee shall advise his supervisor. While the duty to serve as a juror is one of the precious privileges and responsibilities of American citizenship, with which the Railroad management concurs, there are instances when the absence of the employee from duty would work an undue hardship. The Personnel Officer shall investigate these hardship cases when brought to his attention by the Branch head.

Section 3. An employee answering summons for jury duty shall require written certification of attendance from the clerk of the court. This form shall be attached to Standard Form 71 and presented by the employee to timekeeper as authority for allowance of court leave.

Section 4.

(a) Since court does not ordinarily convene until 10:00 A.M., an employee called for jury duty shall be required to report on his Railroad assignment at the starting hour and continue work until such time as it is necessary to leave for court. The only exception to this requirement shall be in those instances where the foreman or other supervisor finds it would be an undue hardship to comply therewith and so informs the appropriate timekeeper in writing.

(b) When an employee is excused from duty by the court for as much as one and one-half (1-1/2) hours prior to time for stopping work at noon or evening, he shall return to duty unless advance authority for non-return, due to definite hardship being involved, is obtained from foreman or other supervisor.

Section 5.

(a) An employee serving as a juror in

State or municipal courts shall be instructed to collect all fees and allowances payable on account of the jury service. The employee must forward the fees so collected to the Treasury Section, Accounting Branch, The Alaska Railroad, endorsed with "Pay to The Alaska Railroad"; otherwise, payroll deduction shall be made from compensation due him. The employee may keep allowances for mileage and subsistence to cover his actual expenses incident to the jury service; however, payment of per diem is prohibited since it is a form of compensation for services rendered.

(b) An employee who performs jury service on rest or layover days is entitled to retain the fees received for such service.

Section 6. An employee who desires to vote or register in an election or in a referendum on a civic matter in his community may be granted time off without charge to annual leave. When the polls are not open at least three hours either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires lesser amount of time off.

ARTICLE 24

SPECIAL TOOLS - CLOTHING - SERVICES

Section 1. Employees will not be required to furnish their own working tools. Those desiring to furnish and use their own tools may do so, providing that such tools are of a type and condition in conformity with the existing Safety Regulations of the Railroad.

Section 2. Management agrees to bear the full expense of all special tools, protective clothing, rubber boots as required, and equipment that employees use in the performance of their duties.

Section 3. Management agrees to bear the expense of paying the difference between work shoes and safety shoes.

Section 4. Management agrees to provide space on official bulletin boards and offices for the posting of union notices and similar information material.

Section 5. Prior approval of Branch Chief is required to be reimbursed for protective clothes and equipment purchased.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 1. An employee who has passed his probationary period satisfactorily or whose application has been formally approved shall not be disciplined or dismissed without a fair hearing by the designated officer of the Railroad. He may, however, be held out of service pending hearing. At a reasonable time prior to the hearing and not less than forty-eight (48) hours, such employee shall be apprised, in writing, of the precise charge against him within thirty (30) calendar days of knowledge by the Management of the alleged offense. The hearing shall be held within ten (10) calendar days of the date when charged with the offense. A decision will be rendered within ten (10) days after completion of hearing. The time limits in this rule may be extended by mutual agreement.

Section 2. The right of appeal by employees or their duly accredited representatives in the regular order of succession up to and including the highest officer designated by the Management to whom appeals may be made is hereby established. When appeal is taken,

further hearing shall be granted, if requested of the official to whom appeal is made. Appeals will be registered within a reasonable time (30 days) after decision is given and a copy furnished official whose decision is appealed. Hearings and decisions on appeals will be given within ten (10) calendar days from date appeal notice is received by the officer to whom appeal is taken. The time limits in this rule may be extended by mutual agreement.

Note: No appeal will be handled except in accordance with the above procedure.

Section 3. At hearings an employee may be assisted by one or more duly accredited employee representatives. Disputes growing out of personal grievances and/or out of the interpretation or application of agreements or practices concerning wages, rules or working conditions between the parties hereto may be handled by one or more duly accredited representatives, first with the immediate supervisory officer and, if not satisfactorily settled, may be appealed by the representative in the order of succession up to and including the highest official designated by the Management to whom appeals may be made.

At each step Management will render a decision within ten working days.

Section 4. Investigations and hearings shall be held whenever possible at home terminals of employees involved and at such time as to not cause employees to lose rest or time. Employees shall have reasonable opportunity to secure the presence of duly accredited representatives and/or necessary witnesses. Upon request of the employee or his representative, all necessary existing records of management pertinent to the case and produced as evidence shall be made available for their use. In the process of the hearing, the Union will be permitted a court recorder or a tape recorder.

Section 5. A copy of all statements made a matter of record at investigations or hearings shall be furnished to the employee and to his duly accredited representative.

Section 6. If an employee is suspended, the suspension shall date from the time he was taken out of service.

Section 7. If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge. If suspended or dismissed, the employee shall be reinstated and paid for all time lost.

Section 8. An employee who considers himself unjustly treated, or that any of the provisions of this Agreement have been violated, shall have the right of investigation, hearing, appeal and representation as provided in Sections (1), (2), (3), (4) and (5), if written request, which sets forth the employee's grievance is made to his superior within thirty (30) calendar days of knowledge by the employee of the alleged unjust treatment. Grievance should be presented within a reasonable time following the alleged violation to insure timeliness of the facts and prompt resolution.

Section 9. When time claim is in writing and such claim is not allowed the employee making the claim shall be notified in writing and the reason for non-allowance with references to claim and disallowances by rule number.

Definition of Investigation: An inquiry conducted by the Management to determine cause and responsibility and to make search or inquiry for truth or facts prior to conducting a hearing. Employees are not disciplined as a result of an investigation except new employees who have not passed their probationary period of employment.

Definition of Hearing: A hearing (a trial) conducted after an investigation has developed cause and responsibility. At such hearings an employee or employees must be given proper notice under these rules and apprised in writing of the precise charge or charges against him. Employees may be disciplined or discharged as a result of a hearing. Appeals are based on hearings, not on investigations.

The enforcement of discipline by demerit record will apply to employees of the unit.

The advantages of this system are:

1. (a) To the employee, enabling him by good conduct to insure permanency of employment.
- (b) To the Railroad, in increased efficiency of such permanent employees.
- (c) To avoid loss of wages and consequent hardships to employees and their families because of being deprived of their regular income.
- (d) To promote good conduct and encourage careful and efficient service.

2. No discipline by record will be made for less than five (5) or more than sixty (60) demerits.
3. Where demerits are given for unsatisfactory service, cancellations upon record will be given as follows:
 - (a) A clear record for six (6) months will cancel five (5) demerits.
 - (b) A clear record for one (1) year will cancel thirty (30) demerits.
 - (c) A clear record for eighteen (18) months will cancel sixty (60) demerits.
4. When an employee's demerits have accumulated to the number of ninety (90), he will be dismissed from the service.
5. An accumulation of demerits showing that an employee is not desirable for the service will first be given special consideration, but when the service of an employee is so generally unsatisfactory as to unfit him for further service, dismissal will follow.

6. Any permanent employee, who is not serving a probationary period and has completed one year of continuous employment, subject to discipline resulting from hearings and accumulation of demerits involving removal, suspension for more than thirty (30) days, furlough without pay or reduction in pay shall be afforded the provisions of Civil Service Commission regulations relative to adverse actions. These regulations shall be quoted to the employee, including, but not limited to a Notice of Proposed Action, Receipted Delivery Notice, Thirty day Pay status, time for employee's response and evaluation of same and Notice of Decision.

Section 10.

(a) Claims for money payments alleged to be due, arising from any cause may be made only by the employee or a representative on his behalf and must be presented in writing, to the employee's immediate superior within ninety (90) calendar days from date the employee received his pay check for the pay period involved or the basis of the claim occurred; except that time off duty on account of sickness, leave of absence, suspension or reduction in

force will extend time limits of this paragraph by the period of such time off duty. When there is a claim for money payments alleged to be due based on an occurrence during period employee was out of active service due to sickness, leave of absence, suspension or reduction in force, it must be made, in writing within ninety (90) calendar days from the date the employee resumes duty.

(b) If claims are not made within the time limits specified in paragraph (a) of this rule, they will neither be entertained nor allowed.

(c) When claims have been presented in accordance with Paragraph (a) of this rule, the employee will be notified, in writing, of the decision of the Management within ten (10) working days from the date claim was presented.

(d) Claims denied in accordance with Paragraph (c) of this rule will be considered invalid unless the decision is appealed to the General Manager within ninety (90) days from the date of which the claim was denied. When a decision is so appealed the employee will be notified in writing of the decision within sixty (60) calendar days from the date decision was appealed.

(e) When money claims are allowed, the employee affected will be advised in writing the amount involved and payroll on which payment will be made.

ARTICLE 26

ARBITRATION

Section 1. If Management and the Union fail to settle any grievance arising under Article 25, titled Grievance Procedure, with respect to the interpretation, application, or alleged violation of this Agreement or of any policy or decision of Management, such dispute shall, upon written notice by the party requesting arbitration to the other party, be referred to Arbitration. Such written notice must be served not later than thirty (30) days following the conclusion of the last step of the grievance procedure.

Section 2. Within seven (7) days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator, and the wording of the question to be resolved. If agreement cannot be reached, then either

party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five (5) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The fee and expenses of the arbitrator shall be paid by the loser; by Management, or the Union, provided that the cost to Management for arbitrator's fee shall not exceed that amount authorized by rules and regulations. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday, and all employee representatives, not to exceed two (2), employee appellant and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 4. The arbitrator is requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) days after the

conclusion of the hearings unless the parties otherwise agree.

Section 5. The arbitrator shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall, however, have no authority to add to, subtract from, or modify the terms of this Agreement and shall confine his findings to the question submitted.

Section 6. In those cases where either party deems it necessary, it may arrange that a transcript of the hearing be made by a qualified court reporter. The party making such arrangement shall bear the full cost thereof. If both parties request a copy, the cost will be shared equally. If the arbitrator requests that he be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by Management and the Union.

Section 7. The Head of the activity shall render his decision on the arbitration within twenty (20) calendar days from receipt of the arbitrator's decision. The finding of the arbitrator shall be binding on the parties unless disapproved by the Secretary of Transportation.

ARTICLE 27

SENIORITY

Section 1. Seniority where applicable for vacation or rights under multiple appointment system selection covered by this Agreement shall be The Alaska Railroad, except section track laborers.

Section 2. Employees now filling or promoted to official positions beyond the scope of this agreement shall retain and continue to accumulate seniority in the class from which promoted.

Section 3. An employee taken from any craft for assignment to special service will retain his seniority and be considered on leave of absence from his department while performing such special service.

Section 4. Employees on extended leave of absence for vacation, sickness or other authorized leave, upon returning to service will be permitted to return to their former positions or may exercise displacement rights on new jobs or vacancies created during his absence. If

such employee returns to his regular position, the employee who was relieving him will return to regular position. If a returning employee displaces another employee assigned during his absence, the displaced employee may exercise seniority in like manner to other positions for which he is qualified. Such actions are to be accomplished upon return or within three (3) days thereafter.

Section 5. When the force is reduced, seniority will not govern. Civil Service Commission Regulations shall apply for Reduction-in-Force.

Section 6. Employees voluntarily leaving the service will, if they re-enter, be considered new employees with new seniority dates.

Section 7. Bulletined positions may be filled temporarily pending an assignment and in event no applications are received, may be filled without regard to seniority rules. In making such temporary assignments, senior qualified employees desiring same will be given preference.

Section 8. New positions or vacancies of thirty (30) calendar days or less duration

shall be considered short vacancies and may be filled without bulletining. Senior qualified employees making application will be given preference.

Vacancies for Sick and Annual Leave shall be considered short vacancies under this rule, except when it is known that vacancy will extend beyond ninety (90) calendar days, in which case position will be bulletined.

Section 9. Employees will not be allowed time while traveling in the exercise of seniority or between their homes and designated assembling points, or for other personal reasons.

Section 10. Junior employees may be compelled to accept a permanent transfer to another point. (Senior employees temporarily transferred will not be compelled to accept a permanent transfer to another point.) Employees temporarily transferred to fill vacancies of less than thirty (30) days at the direction of the Management under a forced rule will be allowed expenses in accordance with Standard Government Travel Regulations for not to exceed thirty (30) days.

Section 11. Separate Seniority Rosters will be maintained for Blue Collar employees represented by this unit for the following crafts:

(a) Craft: Dock, Station, Freight Depot and Warehouse Employees

- Group 1 Laborers
- Group 2 Forklift Operators (By Grade)
- Group 3 Forklift Operators (By Grade)
- Group 4 Deliverymen
- Group 5 Deliverymen (Tractor & Trailer)
- Group 6 Crane Operators
- Group 7 Foremen Leader
- Group 8 Foremen Supervisory

(b) Craft: Communications Employees

- Group 1 Asst. Maintenance Supervisors (By grade)
- Group 2 Asst. Maintenance Supervisors (By grade)
- Group 3 Construction Foremen
- Group 4 Electronic Equipt. Installer and Repairer
- Group 5 Telephone Lineman
- Group 6 Wire Communications Maintenance Worker
- Group 7 Radio Equipt. Installer and Repairer

- Group 8 Electronics Mechanic
- 9 Teletype Mechanic (By grade)
- 10 Teletype Mechanic (By grade)

(c) Craft: Maintenance of Way

- Group 1 Track Foremen
 - a. Extra Gang
 - b. Yard
 - c. Section
 - d. Surfacing Gang
 - e. Garner Section

- Group 2 Heavy On-Track Machine Operator
 - a. Tamper Operator (Electromatic)
 - b. Tamper Operator (Electromatic w/liner attachment)
 - c. Trackliner
 - d. Ballast Regulator Operator
 - e. Power Switch Cleaner

- Group 3 Light On-Track Machine Operator
 - a. Tamper Operator (Jackson)
 - b. Portable Track Machine Operator
 - c. Trackliner Assistant

TRACK

Group 4 ~~Section Laborers~~

~~Seward to Sunnyside~~

Group 5 ~~Section Laborers - Talkeetna~~
~~to North Pole~~

Group 6 ~~Extra Gang Laborers~~

Group 7 ~~Track Patrolmen, Tunnel~~
~~Watchmen~~

Group 8 ~~Truck Driver~~

a. Up to one ton

b. 1-1/2 ton to 22,000 GVW

c. Above 22,000 GVW

Group 9 ~~Track Welder~~

~~10 2 Track Welder Helper~~

~~11 9 Powderman~~

~~10 RELIEF TRACK FOREMAN~~

(d) Craft: Bridge & Building Employees

Group 1 Foremen

a. Erector Foreman

b. Carpenter Foreman

c. Pipefitter Foreman

d. Electrical Foreman

e. Bridge Foreman

f. Maintenance Foreman

g. Construction Foreman

Group 2 Leaders

a. Erector

b. Carpenter

- Group 3 Erector
- 4 Bridgeman
- 5 Welder (Bridge)
- 6 Cabinetmaker
- 7 Carpenter First Class
- 8 Carpenter
- 9 Blocklayer
- 10 Pipefitters
- 11 Welder
- 12 Electrician
- 13 Scale Inspector - Equipment
Repairer
- 14 Painter
- 15 Helpers
 - a. Carpenter
 - b. Pipefitter
 - c. Electrical

(e) Craft: Heavy Equipment

- Group 1 Foreman
 - a. Heavy Equipt. Foreman
 - b. Ditcher Foreman

- Group 2 Crane-Shovel Operator
(25 Ton and Over)
 - a. Ditcher
 - b. Shovel
 - c. Dragline
 - d. Rail Crane

- Group 3 Equipment Operator
a. Bulldozer
b. Roadgrader
c. Sno-go
d. Rail Crane (up to 20
ton capacity)
e. Truck Crane (up to 20
ton capacity)
f. Crawler Crane (up to
20 ton capacity)
g. Front-End Loader
h. Tournadozer
i. Back Hoe

- Group 4 Snow Plow Operator
5 Spreader Operator
6 Oiler

(f) Craft: Culinary Employees

- Group 1 Cooks
2 Mess Attendants

Section 12. Seniority Rosters will be posted in January of each year. Protest except on typographical errors, will be confined to names and dates added since posting the previous roster, and such protest must be made within thirty (30) days from the date of posting. On proof.

of error correction will be made. Where no protests (except on typographical errors) are received within sixty (60) days from the date of first posting, seniority dates will be considered correct and not subject to protest on subsequent rosters.

ARTICLE 28

APPLICATION OF WAGE FIXING SYSTEM

Retroactive Pay.

1. If the increase in rates is not actually applied within the time limitations of CFWS, the increase is payable retroactively when:

- (a) The person is in the service of the United States, including service in the armed forces or the government of the District of Columbia, on the date of the issuance of the order granting the increase; or
- (b) The person retired or died during the period beginning on the effective date of the increase and ending on the date of issuance of the order granting the increase, and only for services performed during that period.

2. Service in the armed forces includes the period provided by statute for the mandatory restoration of the person to a position for or under the Government of the United States or the government of the District of Columbia after he is relieved from training and service in the armed forces or discharged from hospitalization following that training and service.

ARTICLE 29

DURATION AND CHANGES

Section 1. This agreement when approved by the parties for the Union and the Management shall become effective on March 1, 1971. After such approval renewal of this Agreement will be automatic from year to year, provided that this Agreement shall terminate automatically effective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with Executive Order 11491.

Section 2. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing to the General Manager and must be accompanied by a summary of the amendment or amendments proposed. Within sixty (60) days

after receipt of such request, representatives of Management and the Union will meet to negotiate the matter, and no changes other than those covered by the summary shall be considered. A written notice of desire to alter and amend by renegotiation shall not have the effect of terminating this Agreement.

Section 3. This Agreement constitutes a revision of and continuation of previous agreements, supplements, and other memoranda of understanding between The Alaska Railroad and the American Federation of Government Employees in conformity with the regulations of the Competitive Service and Executive Order 11491, superseding the following agreements:

Engineering Department, Maintenance of
Way & Structures - August 8, 1950

Clerks (Rules pertaining
to Blue Collar Employees) April 17, 1950

Hotel & Culinary Workers - January 28, 1954

Communications - April 17, 1950

It is agreed that this Agreement shall take precedent and the aforementioned Agreements shall not be the basis for grievances.

Section 1. Employees living in outfit cars, employees assigned to bulletined temporary assignments covered by this Article and employees away from their assigned headquarters for more than four consecutive days at the direction of Management, will be allowed meals and lodging expense in accordance with this Article. Employees away from their assigned headquarters for four consecutive days or less and traveling at the direction of Management will be paid per diem in accordance with the current Alaska Railroad travel regulations.

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Section 2. Bulletined temporary assignments covered by this article and not headquartered in outfit cars will state that this article applies. Temporary assignments not so bulletined will not be covered by this Article. The intent of this section is that Management will not pay per diem or meals and lodging when an employee is assigned to a bulletined temporary assignment at a location where he or she maintains a residence within 50 miles or where other employees of the same class are not receiving meals and/or lodging or per diem.

Section 3. There will be no charge for quarters when an employee is living in outfit cars of Railroad-owned batching facilities or hotels.

Section 4. An employee covered by this Article will be reimbursed actual expenses for lodging to the maximum allowable by current Alaska Railroad travel regulations when Railroad-furnished lodging is not available.

Section 5. For gangs of twelve (12) or more employees headquartered in outfit cars, a cook and Railroad-operated mess hall or Railroad-contracted mess facilities will be provided.

Section 6. For gangs up to eleven (11) employees and headquartered in outfit cars, a cook and Railroad-operated mess hall may be provided at Management's discretion.

FOR THE ORGANIZATION:
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

Thomas W. Gray

Thomas W. Gray, President

William H. Pearson

W. H. Pearson, Vice-President

Bruce L. Barnes

Bruce L. Barnes, Vice-President

ALASKA RAILROAD LABOR POLICY STATEMENT

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Preamble. This Basic Agreement is agreed to in the interest of developing sound relations between the employees and management of The Alaska Railroad. The public interest requires high standards of employee performance and modern work practices to improve employee performance and efficiency. Observance of its terms by management and employees, as well as by their representatives, should result in the joint determination of fair and reasonable hours regulations and working rules; in the prevention of grievances and in the prompt and orderly settlement of all differences between labor and management; in stabilizing employment, and in developing systematic labor-management cooperation for safety, mutual benefit and good service to the patrons of the Railroad and the State of Alaska.

The Alaska Railroad as an Agency of the Government of the United States, is dedicated to the accomplishment of certain public purposes as provided in the Act of March 12, 1914, which directed the President of the United States to construct and operate a railroad in the Territory of Alaska (now the State of Alaska). Among these public purposes are the furtherance of the development of Alaska and the support of national defense. The duties and responsibilities necessary to accomplish these public purposes have been vested by Executive Order of the President No. 11107, dated April 25, 1963, and by

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the Transportation Act of 1967, in the Secretary of Transportation; and the Secretary, by appropriate orders and regulations, has delegated certain responsibility for operating the Railroad to its General Manager.

Section 1. Definitions

Labor Organizations: The term "labor organization" means any organization, union, or employee representation committee in which employees participate and which exists for the purpose, in whole or in part, of providing representation for members employed on the Railroad in dealing with the management officials on hours, conditions of employment, grievances, disputes and other matters pertinent to their employment. This term does not apply to employee welfare organizations, recreational associations, credit unions, or similar associations.

Representatives of Labor Organizations: This term includes those individuals, either employees or non-employees of the Department, who are accredited by the employees to represent their interest in relationships or dealings with management officials on matters relating to their employment.

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Management Officials: This term includes those employees at all levels of the Railroad's organization, in both line and staff capacities, who have significant responsibilities in supervising, directing and managing program activities and administrative matters which involve decisions or actions affecting employee groups.

Basic Labor Agreement: This term refers to the written document negotiated by management officials and representatives of employees, which concerns itself primarily with matters of broad principle, policy, and procedure which will govern the relations of the parties thereto in the negotiation of working conditions, the settlement of disputes and grievances, and related matters.

Supplementary Labor Agreement: This term refers to the written agreement or series of agreements which are negotiated and made effective between management officials and representatives of employees within the purpose and in the implementation of the general policies and guidelines of a basic labor agreement.

They may not delete, modify or otherwise nullify any of the policies and procedures which have been incorporated in

the Basic Labor Agreement.

Labor-Management Negotiations: This term is used interchangeably with the term "collective bargaining".

Section 2. Compliance

2.1. It is recognized that in labor-management negotiations, and in the administering of all matters covered by this agreement, both the Railroad and the employees are governed by the provision of applicable federal laws and regulations.

2.2. If law, or regulations become effective, binding on the Railroad and inconsistent with the provisions of this agreement, the Railroad shall notify the representatives of the respective labor organizations. The labor organizations and the Railroad shall issue a joint statement of the change and its effect upon this agreement.

Section 3. Scope

This agreement is applicable to those employees of the Railroad represented by the American Federation of Government

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Employees, Blue Collar category as enumerated in The Handbook of Blue Collar Occupational Families and Series.

Section 4. Employee Rights to Labor Representation

4.1. Employees of the Railroad have the right to form or join organizations and designate representatives of their own choosing, provided they do not form or join organizations which assert that employees in the service of the United States Government may strike or assist in such strike, or which advocate the overthrow of the United States Government by force or violence.

4.2. In the exercise of the right to form or join organizations and designate representatives, employees shall be free from any and all restraint, interference or coercion on the part of management, and the supervisory staff is prohibited from exercising any such restraint, interference or coercion. By the same token the designation of individuals and officers to represent the management of the Railroad for the purpose of this policy is entirely the responsibility of the General Manager.

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4.3. The labor organization may be required to submit a copy of its bylaws, and the names of its officers and representatives, and to make known by whom it is chartered. The identity of individual members or the number of members is not required, except in the determination of representation rights.

4.4. This section does not authorize participation in the management of a labor organization or acting as a representative of such an organization, by a supervisor, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee, nor shall a unit be established if it includes any management official or supervisor, except as authorized under Section 24 (2) Executive Order 11491.

Section 5. Discrimination Prohibited

Appointments to the service of the Railroad are to be made strictly on the basis of merit and efficiency. No test of race, color, religious belief, or political affiliation, except as prescribed by law,

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will be required of any employee, or considered in his appointment, promotion, demotion, transfer, retention in or termination of service with the Railroad, nor shall any employee of the Railroad nor anyone seeking employment be required to join or refrain from joining any duly accredited organization as a condition of appointment, promotion, demotion, transfer, retention in or termination of service.

Section 6. Determination of Bargaining Rights

6.1. The majority of the employees of any class or craft of the Railroad has the right to determine the organization which will represent the employees of such class or craft for the purposes indicated in the preamble.

6.2. In the determination of representation rights and in resolving disputes as to these rights, both employees and management are governed by the appropriate section of the Federal Personnel Manual, Regulations of the Department of Labor, as implemented by the Department of Transportation.

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Section 7. Duty to Confer

7.1. If a craft or group of employees has properly designated an organization to represent them in accordance with the provisions of Section 6 above, the representatives of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter treat with such organizations and its officers for the purposes described in the preamble to this agreement.

7.2. Representatives of labor organizations or employees desiring to confer with management officials shall deal in the first instance with those Railroad officials who have primary responsibility over the case or subject matter which is the subject of conference.

7.3. Differences or disputes between an employee or group of employees and the Railroad, growing out of grievances or out of the interpretation or application of the terms of jointly promulgated schedules, having been handled by the employees or their representatives through established supervisory channels up to and including the Branch Head concerned the Personnel Officer, the General Manager will then

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call a conference. Conferences for the adjustment of such differences or disputes will be held whenever possible during the regular working hours, and when so held, labor organization representatives actually working will not lose pay, provided that the number of such representatives of the labor organizations concerned does not exceed two.

7.4. Conferences may be requested by the Labor organization or the Railroad announcing their desire to revise the jointly promulgated agreements, and having given proper notice, the time and place for the beginning of such conferences will be announced. The time required by labor organization representatives in the employ of the Railroad when attending such conferences shall not be on official times when negotiating an agreement with agency management.

7.5. Leave as accrued may be granted to any other employee for attendance or observance of the above meetings, contingent on the availability of replacement personnel. In the interest of cooperation, in labor matters, the Railroad will follow a liberal policy in allowing time off for such purposes, with reasonable limits and consistent with work requirements.

Section 8. Written Agreements

8.1. Working rules, in the determination of which employees, through accredited organizations, have participated, will be reduced to writing and will be promulgated as schedules over the joint signature of the General Manager and the officers of the organization or organizations representing the employees concerned. Such agreements shall be regarded as Supplementary Agreements as defined in Section 1 of this agreement.

8.2. The Railroad and the labor organizations further agree that, pending the determination or adjustment of any issue arising between them by means of the conference machinery and procedures hereinafter provided, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue.

8.3. The Railroad will not make unilateral changes in the terms of any labor agreement pending settlement of outstanding differences through mutually agreeable procedures, except those that are dictated by over-riding Federal Law or Regulation.

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Section 9. Scope of Negotiations

9.1. Management officials retain the right to direct employees in accomplishing the work of the agency; to hire, promote, transfer, assign, and retain employees in positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of the Government operations entrusted to them; to determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

9.2. Negotiable Items. The Alaska Railroad management shall negotiate with the unions, for the employees represented by the unions signatory hereto, for:

- a. The establishment of craft working rules.
- b. The establishment of grievance procedures and discussion of personnel policies and practices, or other matters affecting general working conditions.

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c. NOTE: The wage fixing system applicable to the employees subject to this Basic Agreement will be set forth in Section 9.4.

9.3. All requests for negotiation conferences shall be in writing and specify the subjects for discussion and the times proposed for consideration. Conferences between the parties shall begin as promptly as practicable. Every effort will be made by the negotiators to agree.

9.4. Wage Fixing System. The wage fixing system applicable to Alaska Railroad blue collar employees represented by the American Federation of Government Employees shall be The Coordinated Federal Wage System in Alaska. Details as to the application of this system will be set forth in a supplementary agreement.

Section 10. Disputes and Grievance Procedures

10.1. The parties to this agreement recognize that the prompt and orderly settlement of disputes in a fair and reasonable manner is essential to good labor relations and to the efficient accomplishment of the purpose for which the Railroad exists. To

this end officials of the Railroad and employees and their representatives will make every effort to resolve their disputes at the first level of management where the dispute originates.

10.2. Detailed procedures for the handling of grievances shall be included in supplementary labor agreements between the parties signatory hereto.

Section 11. Bulletin Boards and
Distribution of Literature

Distribution of literature of a labor organization shall be permitted, provided the distribution is made by employees outside their regular working hours and does not interfere with the work assignments of other employees who may be on duty at the time. Notices posted by labor organizations on Government bulletin boards and literature distributed on Government property shall contain the name of the organization issuing or sponsoring it, and shall contain nothing that would imply official sponsorship or endorsement by the Railroad. The material must pertain specifically to the business of the labor organization and shall not contain statements which reflect on or attack the integrity or motives of individuals

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other labor organizations, the Department of Transportation, the Railroad, or other governmental agencies, Federal or otherwise. Objective statements of opinion, favorable or unfavorable, about issues or subjects related to the employees' work and employment conditions are permitted. Canvassing or soliciting membership and collecting membership dues for a labor organization shall also be conducted outside regular working hours of the employees canvassed and of the employees performing these activities. Non-employee canvassers may be required to give notice of their presence to the responsible management officer. There shall be no interference with the performance of official duty of employees during working hours.

Section 12. Labor-Management Cooperation

12.1. The parties to this agreement recognize that there are many areas of common interest to the management of the Railroad and to its employees which are important to the effective operation of the Railroad and to the welfare of employees which are not ordinarily included within the scope of collective bargaining agreements. Such areas of common interest include, but are not limited to:

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- a. Elimination of waste in operation and maintenance.
- b. Conservation of materials, supplies, time, power and energy.
- c. Improvements in quality of workmanship and services.
- d. Correction of conditions making for grievances.
- e. Health, safety, and morale standards.

12.2. In order to increase the area and effectiveness of labor-management cooperation, Joint Committees have been established prior to the making of this agreement, as follows:

Joint Union-Management Safety
Committee

Alaska Railroad Medical Association
and Excess Benefits Plan

Joint Labor-Management Committee

12.3. Employees serving on the welfare committees mentioned above and similar

committees that may be established will be paid not to exceed a minimum day for their attendance if any time is lost. It shall be the duty of the parties to this agreement to further the work and effectiveness of these joint committees.

Section 13. Effective Date and Duration

13.1. This agreement shall remain in full force and effect for one year from the date executed, and thereafter, unless notice shall be given no earlier than ninety (90) days, nor less than sixty (60) days prior to the anniversary date of the agreement by written notice of either party to the other of its desire to terminate this agreement in its entirety, or to effect changes herein by agreement.

13.2. By mutual consent of the parties, this agreement may be opened at any time for amendment. Also, modification or amendment of this agreement may be required because of changes in applicable laws, rules, regulations or policies issued after the date of this agreement.

13.3. The Basic Labor Agreement between the American Federation of Government Employees and The Alaska Railroad, dated

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April 12, 1968, and which was negotiated under authority of Executive Order 10988, was supplemented August 20, 1970, for compatibility with the new Executive Order 11491, relative to Labor Management relations effective January 1, 1970.

Basic Labor Agreement dated at Anchorage, Alaska, April 12, 1968.

FOR THE LASKA RAILROAD:

Sgd./ John E. Manley
John E. Manley, General Manager

Sgd./ R. R. Mack
R. R. Mack, Personnel Officer

FOR THE ORGANIZATION:
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

Sgd./ J. F. Griner
J. F. Griner, National President

Sgd./ Thomas W. Gray
Thomas W. Gray, President, Local No. 183

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SUPPLEMENTAL AGREEMENT
between

THE ALASKA RAILROAD AND BLUE COLLAR EMPLOYEES
OF THE ALASKA RAILROAD
Represented by
INTERNATIONAL ASSOCIATION OF MACHINISTS
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIPBUILDERS & HELPERS
BROTHERHOOD RAILWAY CARMEN OF AMERICA
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

We, the representatives of the following organizations -- International Association of Machinists, International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers, Brotherhood Railway Carmen of America, and American Federation of Government Employees -- hereby submit to the General Manager of The Alaska Railroad for his consideration the following proposal:

I. The existing wage-fixing policy of The Alaska Railroad, currently applicable to its blue collar employees as represented by the unions signatory to this agreement, shall be converted to the wage-board/wage-fixing system currently applicable to the blue collar employees of Army-Air Force

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installations in the State of Alaska. Such conversion shall be accomplished in accordance with the terms of this agreement and shall become effective as of April 7, 1968 for AFGE and July 1, 1968 for IAMAW, BRCA and IBBIS&H.

II. It is agreed that the coordinated Federal system for determining the pay rates of wage board employees of Federal agencies, as promulgated by the Civil Service Commission, shall be substituted for the Army-Air Force wage system referred to in Section I above, as soon as such coordinated Federal system shall be made effective for Army-Air Force installations in Alaska.

III. It is agreed that, if differences arise between Alaska Railroad management and an affected employee organization party to this agreement, as to the accuracy of the description of a position, such differences shall be the subject of conference and agreement between the management of The Alaska Railroad and said affected employee organization. Management shall determine the duties attached to a given position and union-management conferences shall extend only to the accuracy of the position descrip-

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tion of such duties. The classification or grade of a position so described shall be determined in accordance with the rules and appeals procedures for job classification laid down by the Civil Service Commission.

IV. The employee organization or organizations involved will be afforded an opportunity to negotiate with management with respect to pay differentials for locations at which Alaska Railroad employees are required to perform their duties and which are claimed to be "isolated areas".

V. When changes in wage-board pay rates are made in the future as a result of wage surveys applicable to the determination of pay rates of wage board employees of Federal agencies in Alaska, such pay adjustments applicable to the non-operating employees of The Alaska Railroad covered by this agreement, shall be made effective on The Alaska Railroad as of the date such wage adjustments become effective for the wage board employees of military installations in Alaska.

VI. It is agreed and understood that this agreement will in no way affect the

rules in supplemental agreements now in effect, except in those areas where there may be a conflict due to the change in the basic wage-fixing policy.

VII. It is agreed that if the wage-fixing policy of The Alaska Railroad is converted as outlined in Sections I and II above, none of the benefits, excluding the supplemental agreements outlined in Section VI above, now negotiated or to be negotiated in the future in the railroad industry, shall be applicable to the employees represented by this agreement. Benefits contemplated under this section include but are not limited to: historic pay differentials between crafts, pay increases hereafter negotiated, fringe benefits, severance pay plans, job protection rules or any other benefits which accrue to employees of the railroad industry and are not accorded to Government wage board employees under wage-fixing policies as set forth in Sections I and II of this agreement. Nothing in this section precludes negotiation of changes in the existing supplemental agreements based on their merits.

VIII. It is agreed and understood

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-between the parties hereto that the provisions of this agreement shall not become effective until ratified by members of the respective employee organizations.

Dated at Anchorage, Alaska February 29, 1968.

FOR THE ALASKA RAILROAD:

Sgd./ John E. Manley
John E. Manley, General Manager

FOR THE ORGANIZATIONS:

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS:

Sgd./ Chas. C. Temple
Chas. C. Temple, Grand Lodge Representative

Sgd./ Luther R. Augenstein
Luther R. Augenstein, General Chairman
Lodge 1735

BROTHERHOOD RAILWAY CARMEN OF AMERICA:

Sgd./ Irvin L. Barney

Irvin L. Barney, General Vice-President
and National Legislative Representative

Sgd./ Donald Koch

Donald Koch, Local Protective Board,
Far North Lodge 67

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES:

Sgd./ J. F. Griner

J. F. Griner, National President

Sgd./ Thomas W. Gray

Thomas W. Gray, President, Lodge 183

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIPBUILDERS & HELPERS:

Sgd./ Jay L. Nelson

Jay L. Nelson, President, Local 708

Sgd./ H. Buoy by I. L. Barney

Harold J. Buoy, Legislative Assistant to
the International President



**SCHEDULE OF PAY,
RULES AND REGULATIONS
COVERING
BOILERMAKERS, BLACKSMITHS,
MECHANICS, HELPERS
AND APPRENTICES**

UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
The Alaska Railroad

Schedule of pay, rules and regulations
governing blacksmiths, Boilermakers,
Iron Shipbuilders, Helpers and
Apprentices

and

Basic Labor Agreement

This book has been printed for use of The
Alaska Railroad and its employees. Please
return upon Terminating Service.

Book Assigned to:

Revised February 5, 1970

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UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
THE ALASKA RAILROAD

Schedule of pay, rules and regulations
governing Blacksmiths, Boilermakers,
Iron Shipbuilders, Helpers, and Apprentices

This Agreement is made between The
Alaska Railroad, Anchorage, Alaska, here-
after referred to as "Management" and
the International Brotherhood of Blacksmiths,
Boilermakers, Iron Shipbuilders and Helpers,
Lodge No. 708, AFL-CIO, hereafter referred
to as the "Union.

The participants agree as follows:

It is the intent and purpose of the
participants to promote and improve the
efficient administration of the Federal Ser-
vice, to promote the well being of employees
within the framework of Executive Order 11491,
to establish a basic understanding relative
to personnel policies, practices and other
matters affecting conditions of employment,
and to provide a means for amicable dis-
cussion and adjustment of matters of mutual
interest.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

Section 1. This Agreement is subject to the limitation on the discretionary powers of the Management Official of The Alaska Railroad over the area negotiated and it is applicable to the units for which the Union has been granted exclusive recognition.

Section 2. Management recognizes that the Union is the exclusive representative of all non-supervisory blue collar employees in the bargaining unit or units. The Union recognizes the responsibility of representing the interests of all such employees by the provisions of this agreement.

Section 3. Other units which are granted exclusive recognition may be covered by this agreement when mutually agreed upon by Management and the Union and placed in written form.

ARTICLE II

RESPONSIBILITIES AND RIGHTS OF MANAGEMENT

Section 1. The right to make reasonable rules and regulations shall be considered acknowledged functions of Management. In making rules and regulations

relating to personnel policies, and practices and procedures, and matters of working conditions, Management shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement and the provisions of Executive Order 11491; however, such obligation and regard shall not be construed to extend to such areas of discretion and policy as the functions or mission, the budget, organization, assignment of personnel, the technology of performing work, or matters pertaining to the National Security.

Section 2. Management shall maintain a continuing program for the placement of handicapped employees, or those employees temporarily limited to light duty and who cannot be utilized in their primary assignment. It is recognized that in some instances a brief period of indoctrination may be required. Special consideration will also be given to the assignment of reserved parking spaces for use by handicapped employees depending upon the degree and nature of the handicap, availability, and nature of assignment.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 1. Management and the Union

agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as expressly provided here and in Executive Order 11491, the freedom of such employees to assist any Union organization shall be recognized as extending to participation in the Union and acting for the Union in the capacity of a Union Representative, including presentation of Union views to officials of the Executive Branch, Congress, or other appropriate authority. Management shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced to discourage membership in Union organization.

Section 2. Any employee covered by the provisions of this Agreement and during the period he is on the payroll of Management, shall not forfeit any benefits of this Agreement while on detail or assignment to another Activity or Division including off-site or satellite facilities for which Management has been delegated responsibility. Excludes assignment or

promotion to Supervisory positions.

Section 3. Employees shall have access to their respective personnel file and the personnel file shall contain a job description stating the work performed by the employee.

Section 4. Employees covered by this Agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other non-operating employees in service.

ARTICLE IV

PROVISIONS OF LAW AND REGULATION

Section 1. It is agreed by Management and the Union that nothing in this Agreement shall be so interpreted as to conflict with provisions of any existing or future law or regulation of the Federal Government. This includes, but is not restricted to, those rules and regulations issued by the Civil Service Commission and the Department of Transportation.

Section 2. Management agrees to furnish the Union with two copies of any directives from higher Headquarters which affect employees or which alter Management's discretionary authority with regard to any item dealt with in this Agreement

to all employees in the unit. Management agrees to consult with the Union concerning alleged inequities in this connection.

Section 4. It is further recognized that this Agreement does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters not covered by this Agreement, which come within the scope of consultation and negotiation. It is further agreed and understood that the Management will consult with the Union before issuing any official directives which adversely affect the general working conditions covering the employees within the bargaining unit but which are not specifically covered by this Agreement.

ARTICLE VI

UNION REPRESENTATION

Section 1. Management recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement. Management further recognizes the right of the Union to designate Shop Stewards and Union Representatives from among the employees of the unit. Management agrees to recognize the Shop Stewards and Representatives designated by the Union.

before implementing same. When such directives are not readily available Management agrees to requisition the two copies for the Union.

ARTICLE V

APPROPRIATE MATTERS

Section 1. It is agreed and understood that matters appropriate for negotiation in this Agreement, or for consultation between the parties are policies, programs and procedures related to working conditions which are within the discretion of Management, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction in force practices, and hours of work.

Section 2. Management agrees that the Union will be notified before changes are made to existing benefits, practices, and understandings which have been authorized by Management but which are not specifically covered by this Agreement.

Section 3. Management agrees that all privileges and benefits extended within the limits of its discretionary power will be applied fairly and equitably

Section 2. The number of Stewards and Representatives shall be only that number required to assure each employee of the unit ready access to a Steward in his work location. The designated number of stewards shall also be sufficient to assure that the Union can properly carry out its responsibilities under the terms of this Agreement. For the purposes outlined in Sections 1 and 2 of this Article, the Union agrees to supply Management in writing, and shall maintain with Management on a current basis, a complete list of all Union authorized Representatives, Stewards and any alternates.

Section 3. Management agrees to recognize the officers and duly designated representatives of the Union and shall be advised in writing by the Union of the names of its officers and representatives.

Section 4. An employee who alleges and feels that he has a grievance or complaint shall be, upon request to his supervisor, allowed time to report his grievance or complaint to the Shop Steward, and when a pending grievance is reported to the Shop Steward or Representative, that Steward or Representative shall be allowed the time necessary to investigate the reported grievance. This investigative procedure may require discussions with employee(s) within the bargaining unit or outside and representatives of Management (supervision) responsibilities or in some

cases all three, in order to evaluate the facts and carry out the Union's responsibility under the terms of this Agreement.

Section 5. Management agrees that Stewards, Union officers, representatives and employees shall be allowed to leave their assigned areas to go to other departments, shops or offices when it is necessary to do so in order to accomplish the purposes outlined in Section 4 above, and in order to bring about a prompt and expeditious disposition of a complaint or grievance. It is further agreed that such activity shall be engaged in without any loss in pay or benefits to the employees authorized to act in behalf of the bargaining agent under the terms of this Agreement or to the employees contacted. Permission, in these instances, will be granted unless the individuals work situation precludes such action. In any event, approval will be granted at the earliest opportunity.

Section 6. Management agrees that any representative of the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders & Helpers, AFL-CIO, or Local Lodge, upon request to Management shall be allowed into the activity at reasonable times on official Union business.

Section 7. Administrative leave may be granted to an employee Union

representative to receive training, information, briefing and orientation on matters within the scope of Executive Order 11491--including statutory or regulatory provisions relating to pay, working conditions, work schedules, employee grievance procedures, performance rating, adverse action appeals and agency policy.

ARTICLE VII

HOURS OF WORK AND BASIC WORK WEEK

Section 1. Eight (8) hours shall constitute a normal work day. The normal basic work week shall be Monday through Friday. When one shift is employed, the starting time shall not be earlier than 7:00 a.m., or later than 8:00 a.m., except at outlying points. When two (2) shifts are employed, the starting time of the first shift shall not be earlier than 7:00 a.m. or later than 8:00 a.m., and the second shift shall start immediately following the close of the first shift. When three (3) shifts are employed, the starting time of the first shift shall not be earlier than 7:00 a.m. or later than 8:00 a.m., and the starting time of the other shifts shall be regulated accordingly.

Section 2. Assignments may be made for eight (8) hours excluding an assigned meal period which shall not be less than

thirty (30) minutes or more than one (1) hour; except such assignments may be made to consist of eight (8) consecutive hours including an allowance for lunch on the job site.

Section 3. Where three (3) assignments performing the same service are coupled in continuous service covering the twenty-four hour period, each such continuous service assignment shall consist of eight (8) consecutive hours including the allowance for lunch on the job site and lunch time shall be twenty (20) minutes between the fourth and fifth hour.

Section 4. Management agrees not to change the normal basic work week of Monday through Friday of any employee except in those cases where a regular tour of duty would seriously handicap the performance of function or would result in substantially increased cost. It is recognized that functions of The Alaska Railroad operate on a seven-day work basis and that certain five-day work weeks will involve work on Saturday and Sunday. In those cases when a change in the normal work week is necessary, Management shall consult with the Union in determining which specific jobs fall within the category for which a re-arranged

basic work week of other than Monday through Friday is appropriate. In no case shall an employee be required to work in excess of five (5) eight (8) hour consecutive days without payment of overtime.

Section 5. Where it is necessary to close the installation or an activity therein and administrative excused leave is granted because of inclement weather, breakdown of equipment, or other emergency "Act of God" situations, employees who report for work shall be given administrative excused leave for the period of the emergency situation.

Section 6. Management will permit adequate wash-up time before each lunch period, and adequate clean-up time at the end of each shift for the purpose of returning tools, cleaning the work area and machinery as necessary, and in each instance, wash-up time will not exceed five minutes on a straight time basis. No employee shall be required to remain after the end of his shift, without compensation, for the purpose of cleaning his designated area.

Section 7. Eight (8) hours of service will constitute a days work. 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 Railroad and employees, shall be paid in accordance with the present wage schedule and supplements thereto.

Section 8. At terminals where one shift only is worked, working hours may be established to meet local conditions providing, however, that the eight (8) hours of said shift may be worked within a spread of not more more than twelve (12) hours with but one interval of release of not less than two (2) hours.

Section 9. An employee required to work any part of the meal period will be allowed time therefor on the minute basis at rate of time and one-half. In the event there is not sufficient time remaining within the limits of the meal period in which to procure lunch (not less than twenty (20) minutes), employee will be allowed not to exceed twenty (20) minutes including any time remaining within the meal period in which to eat, without deduction therefor.

This does not apply to employees who are assigned to eight (8) consecutive hours without meal period and who are allowed twenty (20) minutes in which to eat without deduction of pay.

Section 10. At small outlying points where the service is intermittent, not requiring continuous application, assignment may be made for employees to work eight (8) hours within a spread of twelve (12) consecutive hours with but one interval of not less than two (2) hours of release. Time actually worked in excess of eight (8) hours will be paid for at the rate of time and one-half.

Section 11. Not less than five (5) working days (exclusive of Sunday and holidays) notice will be given before hours or forces are reduced.

ARTICLE VIII

EMERGENCY ROAD AND WRECKING SERVICE

Section 1. An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency work or road work away from such shop, engine house, repair track, or inspection point, will be paid from the time called to leave home station, until his return for all time worked, and will be paid straight time rates for traveling or waiting, except assigned rest days and holidays, which

will be paid for at the rate of time and one-half, whether waiting, working or traveling. If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) hours or more, such relief time 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 home station. Where meals and lodging are not provided by the Railroad, travel expenses in accordance with the current Standard Government Travel Regulations 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. A wrecking service employee will be paid under this rule, except that all time working, waiting or traveling on week days after the recognized straight time hours at home station and all time working, waiting or traveling on assigned rest days and holidays will be paid for at the rate of time and one-half.

ARTICLE IX

OVERTIME

Section 1. An employee shall receive

who "at least two (2) hours and forty (40)
re minutes pay at the applicable overtime
me rate if required to work overtime on a
ei regular work day after he has completed
(1 his daily tour and has left his place of
ir employment or on one of his scheduled non-
ri workdays, even if his services cannot be
o utilized for two (2) hours and forty (40)
r minutes and shall exclude dead work.
Management will endeavor to notify all
employees who are to work overtime one
day prior to the overtime period. Each
employee is expected to work a reasonable
amount of overtime when operating require-
ments necessitate. When it becomes
necessary for employees to work overtime
they shall not be laid off during regular
working hours solely for the purpose of
equalizing the time. An employee may be
excused from overtime for valid reasons
or excused from overtime if an equally
qualified employee is willing to work.

Section 2. All overtime shall be
compensated for at time and one-half
(1-1/2) the employee's regular hourly
rate, including all shift premiums and
other payments regarded by the employee
as part of his regular hourly compensa-
tion. Such overtime rates shall be paid

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for all hours worked over forty (40) hours
per week and for all hours worked over
eight (8) hours per day.

Section 3. In the event of a situation
requiring the extension of a regular work
shift into more than a two (2) hour over-
time period, time for lunch will be
permitted on the work site. Management
will make the necessary arrangements that
food will be made available for the
employees involved.

Section 4. Overtime assignments will
be made from a rotary board on a "first-
in-first out" basis. Such a board will be
set up to cover each seniority list in
each shop. Employees will be accorded
right of refusal to an overtime call un-
less his skill is specially needed for
that call. An exception may be made to
select an employee out of rotation if his
special skill is required to perform a
special assignment.

Section 5. Except in the case of an
emergency, Management agrees not to work
an employee in an overtime status beyond
two (2) consecutive days or days of rest
against his wishes.

Section 6. An employee regularly
assigned to work at a shop, engine house,

repair track or inspection point and who reports out and in of said point within twenty-four (24) hours shall receive time and one-half hours in excess of eight in any twenty-four hour period involved.

ARTICLE X

HOLIDAY WORK

Section 1. Federal regulations applicable to Federal Holidays shall apply. Employees shall be excused for all holidays now prescribed by law and any that may be later added by law and all holidays designated by Executive Order shall be observed as regular holidays. If a holiday falls on the employee's first rest day within the normal work week, the preceding day shall be treated as the holiday for leave and pay purposes and if the holiday falls on the employee's second rest day, the following day shall be treated as the holiday for leave purposes. All hours worked within the hours of the assignment, shall be paid at the regular basic compensation rate plus premium pay. Eligible employees excused from duty on a holiday shall receive pay at the basic rate of compensation for the day. When possible, Management will

notify all employees who are to work on a holiday five (5) days prior to the holiday to be worked; a list of employees expected to work on a holiday shall be posted in their work area at least five (5) work days in advance of such holiday.

Section 2. Management agrees that employees will not be scheduled to work on a holiday; prescribed by Federal Law or Executive Order, solely to avoid overtime work that otherwise would be performed on a day outside the basic work week.

ARTICLE XI

SICK LEAVE

Section 1. Sick leave shall be granted employees when they are incapacitated for the performance of their duties by sickness, injury, or for medical, dental, or optical examination or treatment, or when a member of the immediate family of the employee is afflicted with a contagious disease.

Section 2. An employee who is absent on account of sickness shall notify his superiors or other appropriate person prior to the start of their shift on the

first workday of his absence, or as soon thereafter as possible. Second and third shift employees shall notify their department or shop prior to the start of their shift or as soon thereafter as possible. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval prior to the beginning of the leave, except in the case of emergencies.

Section 3. A medical certificate for absence of three (3) workdays or less will not be required, except where there is reason to believe the employee is abusing sick leave privileges. In such cases the employee will be verbally advised that the sick leave privilege is being abused. When there is no improvement the employee will be advised, in writing, that he will be required to submit a medical certificate for each subsequent absence for illness. Medical certificates will not be required for holidays or days outside the employee's workweek. It is further agreed that Management and the employee will review the sick leave record of each employee required to furnish a medical certificate periodically, and where such review reveals no substantial evidence that the employee has abused sick leave

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privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) workdays or less unless an abuse recurs.

Section 4. An employee sent home by the Chief Medical Officer will be provided transportation by Management in those cases where the Medical Officer determines such transportation is necessary.

Section 5. When an employee is assigned a temporary restricted work classification, as determined by the Medical Officer, Management will make every effort to place the employee on a job, if available within the prescribed restrictions.

Section 6. Management agrees to advance sick leave in accordance with applicable regulations to permanent employees, not to exceed thirty days when there is reason to believe the advanced sick leave will be earned after return to work.

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ARTICLE XII
ANNUAL LEAVE

Section 1. Annual leave is afforded by law. Employees shall accrue leave in accordance with regulations. Approval of an employee's request for annual leave will be granted when his request is submitted with reasonable advance notice. Approval of requests for annual leave for unforeseen reasons will be considered as the circumstances warrant.

Section 2. Every attempt consistent with the workload will be made to satisfy the desires of the employees with respect to the approving of extended annual leave for vacations. When Management finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee(s).

Section 3. Applications for specific days of annual leave for vacation purposes will be granted on a seniority basis and in the event of a coinciding request date, the senior employee of the affected area of the Alaska Railroad shall receive preference. Filing date for vacation leave shall be February 1 of each year.

ARTICLE XIII
LEAVE OF ABSENCE

Section 1. A reasonable number of employees may be granted annual leave, leave without pay, to accept temporary Union positions or to attend conventions or meetings of the Union as defined in Executive Order 11491. Employees may be granted leave of absence with or without pay for other purposes.

Section 2. Management agrees to grant upon request of the Union, leave without pay for employees to act as full-time representatives for the Union.

Section 3. Management recognizes the obligation to provide employment at the end of the extended leave without pay granted for employees as full time Union representatives within the rating the employee held upon his request for leave and in the current pay status of such rating at the time the employee returns to work, also recognizing the bumping and retreating rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction in force action during the period of leave of absence.

Section 4. All employees in approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program in accordance with current law and regulations.

Section 5. Each Reservist of the Armed Forces or member of the National Guard who is a permanent employee is entitled to leave of absence from his duties without loss of pay or seniority for not exceeding fifteen (15) calendar days in any calendar year in which he has been called to active duty.

Section 6. Employees shall not be granted leave of absence without pay for the purpose of accepting outside employment unless given written permission prior to leave jointly by the Management and the Union. Employees giving false reasons for the purpose of obtaining leave will be subject to discipline.

Section 7. An employee on leave or temporarily absent from his assignment for any cause, must notify his foreman of his return thereto at least one (1) hour prior to the quitting time of his assignment on the working day next preceding his return, except in the case of sick leave.

Section 8. Duly accredited representatives of the employees and other employees employed exclusively by the organization shall be considered as in the service of the Carrier and may return to their former position or exercise seniority within thirty (30) calendar days after release from such employment.

Section 9. An employee unavoidably detained from work will not be discriminated against. Unless prior notice of expected absence has been given, notice to foreman must be given as quickly as possible, and failure to do so, or habitual absence from work without a good cause will be considered cause for discipline.

ARTICLE XIV

MERIT PROMOTION

Section 1. The Employer will utilize employees' skills and potentials to the fullest extent practicable. Employees will be promoted on the basis of merit without regard to race, color, religion, sex, age, or membership or nonmembership in employee organizations. The over-all objective of the merit promotion program

is to assure that positions are filled with the best qualified persons available and to assure that all employees have an equal opportunity to apply for advancement.

Section 2. The Union recognizes that the Employer has the option of filling positions by repromotion, or by methods other than promotion such as appointment, reinstatement, reassignment, or transfer provided the person selected is in the best qualified group using the same qualification standards as for evaluating applicants for promotion. Management agrees that whenever possible to utilize existing employees from within the activity to fill vacant positions when qualified employees are available.

Section 3. All Alaska Railroad merit promotion program opportunities will be advertised through issuance of announcements within the area of consideration on all Official Bulletin Boards. Announcements will be open for at least ten working days when advertising is confined to the Alaska Railroad.

Section 4. The Alaska Railroad will normally be the minimum area of consideration. If an announcement fails to provide a sufficient number of highly

qualified candidates the area will be expanded. The Union will be notified in advance of expansions of areas of consideration and upon request the Employer will consider the Unions views concerning the necessity for such expansions.

Section 5. Upon request, each applicant will be told whether he was eligible for promotion on the basis of minimum qualification requirements, whether he was in the group from which selection was made, who was selected for promotion, and in what areas he should improve himself to increase his chances for promotion.

Section 6. In accordance with Civil Service Commission directives qualification standards for promotion are those prescribed in Commission Handbook X-118-C for ungraded positions as supplemented by Department of Transportation directives. These standards prescribe elements for each occupational area and level of the occupation. In accordance with the Federal Personnel Manual the following consideration may be used in evaluating these job elements.

a. Written Tests. Appropriate validated written tests which are either required or approved by the Civil Service Commission may be used. Written tests may not be used as the sole means of evaluating candidates; they may be used as only one part of the evaluation process with due weight given to the appropriate factors.

b. Appraisals of Performance. Appraisals of performance must be considered as one factor in evaluation of basically eligible candidates. When an employee has worked for a particular supervisor for less than six (6) months, a second, foreman (leadingman) supervisory appraisal will be obtained. An employee is entitled, upon his request, any product record or any supervisory appraisal of past performance used in considering him for promotion. An employee, however, is not entitled to see a supervisory report on potential which is a recorded judgement of the supervisor's estimate or prediction of how well the employee is likely to perform at a level or in a kind of work different from one in which he has already performed.

c. Experience. In evaluating experience the type and quality of experience is considered in relation to

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... or highly

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the requirements of the position to be filled. Length of service or length of experience is evaluated when there is a clear and positive relationship with quality of performance and for breaking ties.

d. Awards. Due weight will be given awards received by employees in terms of qualifications indicated such as initiative, resourcefulness and planning ability and their relation to the requirements of the position to be filled.

e. Training and Self-Development. Training and self-development which would increase the employee's potential for effective performance in the position to be filled must be considered.

Section 7. Employees selected for promotion will be notified promptly of their selection and released from their former positions as soon as practicable, normally with two weeks notice. An employee will be paid at the pay level of the position for which selected, starting with the effective date of promotion, in accordance with applicable regulations.

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Section 8. Questions or complaints about the promotion program should be resolved informally if possible with immediate supervisors and the Personnel Officer. The formal means for resolving complaints is then through the grievance procedure.

Section 9. When practicable, the duties of a supervisor who is absent for a time less than thirty (30) days will be assumed by another supervisor. When this is not practicable, a qualified employee will be assigned as acting supervisor. When an employee is so assigned for a period of thirty (30) days or more, a temporary promotion will be made under applicable rules and regulations.

Section 10. When a vacancy occurs, a Certificate of Eligibles will be forwarded to the Selecting Official containing the names of the best qualified applicants and shall be grouped alphabetically and the certificate shall state that the names are not listed relative to qualifications. The Selecting Official may interview candidates on the Certificate of Eligibles. If one (1) candidate is interviewed, all candidates will be interviewed if available.

Section 11. Merit Promotion announcements will show the job requirements for which an applicant's qualifications are evaluated in terms of the skills, knowledge, abilities, and potential needed to perform the job for which the applicant is being considered. Merit promotion announcements shall not contain key or restrictive clauses that tend to favor one employee or a group of employees for a particular position.

Section 12. A merit promotion opportunities announcement may not be modified after the promotion process is under way unless an inappropriate announcement has been released. Modified announcements will be in accordance with Section 3 of this Article and all employees eligible under the modified announcement shall be considered for promotion.

Section 13. The Employer agrees to consult with the Union on any revisions or amendments to the Merit Promotion Plan.

ARTICLE XV

REPromOTION

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Section 1. Any employee demoted without cause will be advised in writing of his entitlement to special consideration for repromotion.

Section 2. An employee demoted without cause must be considered for repromotion before other means are used to fill a position. Although he is not guaranteed repromotion he should be repromoted as an exception to competitive procedures if he is well qualified for the position unless there are persuasive reasons for not doing so.

ARTICLE XVI

DEADHEADING

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Section 1. Regularly assigned employees ordered by the Management to for deadhead outside of assigned hours to or from a point to perform service shall be paid actual travel time at straight time rates not less than eight (8) hours per day. Travel in excess of eight (8) hours per day will be paid as travel time at straight time rates, and will not be counted against the basic work week of forty (40) hours. Where meals and lodging are not furnished by the Carrier, travel expenses will be allowed in accordance with Standard Government Travel Regulations.

Positions requiring travel as a regular part of their assigned duties will not be paid travel time in excess of their assigned hours.

ARTICLE XVII

PERSONNEL MOVEMENTS IN RIF SITUATIONS AND REHIRING

Section 1. It is agreed that all possible action will be taken to avoid or minimize the impact of a reduction-in-force prior to separating employees. Such action will include restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions and terminating limited appointments.

Section 2. Management agrees to notify the Union of the necessity for reduction-in-force as far in advance as practicable and of the reasons therefor. Management also agrees to inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

Section 3. It is agreed that Management, to the extent consistent with the installation's manpower requirements, will make an effort to reassign employees whose positions are eliminated because of automation or adoption of labor saving devices. It is agreed that management will make practical effort to train employees, when necessary for reassignment, whose positions are eliminated because automation or adoption of labor saving devices.

ARTICLE XVIII REVIEWS OR JOB DESCRIPTIONS AND REQUIREMENTS

Section 1. The activity program for determining the ratings of positions of employees in the unit is conducted in accordance with the applicable Department of Transportation regulations. To assure that ratings are appropriate to the work currently being performed by the employees in the bargaining unit, Management agrees to and shall conduct a continuing Review of such ratings throughout the activity. In any case where a modification of a job description of any position in the unit is proposed to the extent that either the rating, title, pay level, or qualification requirements for the rating

would be affected, the proposed change will be discussed verbally or in writing by Management with the Employee prior to the effective date of any such change.

Section 2. Any employee in the unit who alleges that his position is improperly described or rated may discuss the matter with his supervisor, who will, upon request, arrange for review of the employee's rating by personnel of the Personnel Office. The review shall include discussion with the employee and with his supervisor to determine the employee's actual regular work assignment over a representative current period and comparison of such assignments to the related job descriptions and/or rating definitions. Management agrees to consider fully all pertinent facts including those presented by the employee. If the employee's complaint is not resolved to the satisfaction of the employee, Management shall notify the employee in writing of the findings, the basis of the findings, and shall outline the employee's appeal rights. In requesting a review of his position rating and in the discussions described above, the employee may have and shall be entitled to representation by his Union.

Section 3. Upon request by the employee and/or his representative, Management agrees to produce all pertinent and current data on the grade and job standards of the employee's particular job. The information will include how the grades, job standards, and titles were established and the type of work actually required under these standards.

Section 4. It is agreed that Management will advise the Employee when a job rating is to be changed due to reclassification actions to a lower grade, and at least thirty (30) days prior to effecting personnel action.

Section 5. The Union may present supporting evidence to Management regarding the local application of position classification standards and the equity of classification results.

ARTICLE XIX

DISPOSITION OF UNIT WORK

Section 1. Nothing in this agreement shall be construed to prevent operators of equipment and machines from

making minor repairs to equipment they operate incidental to the continuous operation of their equipment and machinery, outside the shop.

Section 2. None but mechanics or apprentices regularly employed as such shall do mechanic's work of each craft. This rule does not prohibit foremen in the exercise of their duties, or foremen at points where no mechanics are employed, to perform work.

Section 3. 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 capable, perform the work of any craft (including welding) that may be necessary.

Section 4. An employee notified to work a full shift on his day of rest, Sundays or holidays, will be allowed to complete the shift unless relieved at his own request.

Section 5. Management agrees that as a matter of practice, supervisors at Anchorage shall not be assigned to perform the duties as outlined in job descriptions of Unit employees except

when instructing or training employees.

ARTICLE XX

APPRENTICE TRAINING PROGRAMS AND RE-TRAINING

Section 1. It is mutually agreed that the Apprentice Training Program is of vital interest to Management and the Union. The objective of the Program is to provide organized on-the-job and academic training and instruction to qualified employees to develop skilled journeymen and potential leaders in the trades areas necessary to the mission of this unit.

In this regard, cognizant Shop Heads will coordinate the on-the-job training in order to insure that apprentices receive broad and well-rounded experience in their respective trades. All apprentice training assignments shall be scheduled and recorded to insure that all apprentices are afforded the opportunity to qualify in each phase of training, as defined in the Apprentice Training schedule developed by Management and the Union for each trade.

Section 2. Management agrees to recognize a Union apprentice training committee within the Boilermakers/

Blacksmith bargaining Unit of not more than three (3) members appointed by the Union and three members appointed by Management to serve on such committee. This committee shall have the right to a reasonable review of apprentice training programs affecting employees in the bargaining unit for the purpose of assisting Management in insuring a continuing effort to strengthen and improve the apprentice training program. It is further agreed that the Union apprentice and training committee shall meet once every two (2) months or upon the request of either party for the purpose of discussing the overall effectiveness of the apprentice training program.

Section 3. Management agrees that apprentices will be assigned to either an apprentice instructor or a skilled journeyman who will be under the personal supervision of a supervisor, who shall be responsible for their training while so assigned. Assignments will be made, to the extent permitted by work requirements, primarily to expose the apprentice to a variety of jobs with increasing complexity and responsibility during the programmed apprentice term.

Section 4. The time a journeyman is engaged in instructing apprentices, when

assigned, will not be considered by the immediate supervisor in judging productivity of that particular journeyman.

Section 5. Whenever technological changes require the use of a composite job rating which will utilize the skills of more than one (1) craft or trade, Management agrees to make every reasonable effort to train employees from trades affected by the new rating and to secure employees for such training from within the activity. In securing employees for such on-the-job training, Management agrees to the use and principles of a merit promotion system with respect to their selection and appointment to such training programs.

Section 6. In recognition of the mutual advantages to Management and to the employees, Management agrees to utilize existing employees from within the activity when training for any new job ratings which may be determined necessary for establishment within the activity to carry out the mission.

ARTICLE XXI

SAFETY

Section 1. Management will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Management will welcome from any individual employee or from the Union, suggestions which offer ways of improving safety conditions.

Section 3. It is agreed that the Union will appoint an appropriate number of qualified employees to serve as the Union's representatives on Management's Safety Committees.

Section 4. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When unsafe or unhealthy conditions

are observed by the Union representatives they should report them to the immediate supervisor. When such safety and industrial health matters are of general interest, the Union may present the problem to Management's safety committees or bring the matter to the attention of appropriate supervision for mutual consideration by Management and the Union.

Section 5. The Union and Management will make every effort to prevent accidents of any nature. Should such accidents occur, however, a prime consideration will be the welfare and comfort of injured personnel.

Section 6. When it becomes known that an accident has resulted in a disabling injury, management agrees to notify the Union promptly of the circumstances.

Section 7. 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, and, when able, employees shall be permitted to return to work without signing a release pending

final settlement of the case. Settlements will be made in accordance with Employee's Compensation benefits.

Section 8. When employees covered by this agreement are required to transfer from hot work to cold work, they will be allowed sufficient time to cool off before such transfer is made.

Section 9. Pits and floors, lockers, toilets, washrooms and lunchroom will be kept in good repair and in a clean, dry and sanitary condition.

Section 10. Operators of sandblast or paint sprayers will be required to use utmost care not to disturb other employees working in immediate vicinity.

Section 11. All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

Section 12. Shop 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 emergency work required to trains or in train yards.

Section 13. No employee will make repairs to engines or cars standing on main

track or side track in yards without being protected by a blue signal in place provided thereto on engine and car at both ends of the train to prevent cars from being coupled to or moved while he is making repairs. If signals are placed by the employee, he alone must remove them.

Section 14. When circumstances permit every effort will be made to clean locomotives prior to truck changes or other major work.

ARTICLE XXII

COMMITTEE ASSIGNMENTS

Section 1. The Union agrees to cooperate with Management in the development of policies and procedures for programs which involve charitable solicitations to include qualified Union representation on Management committees for such purposes.

Section 2. The Union will appoint qualified representatives to assist Management in evaluating suggestions and incentive awards.

ARTICLE XXIII

CIVIC RESPONSIBILITIES

Section 1. When an employee is absent from duty and in attendance in court as witness in behalf of the United States, or for jury duty in any State court or court of the United States, the absence from duty shall not be charged against annual leave but shall be recorded as "court leave" for the employee's regular tour or tours of duty.

Section 2. On receipt of a summons to appear for jury duty, the employee shall advise his supervisor. While the duty to serve as a juror is one of the precious privileges and responsibilities of American citizenship, with which the Railroad management concurs, there are instances when the absence of the employee from duty would work an undue hardship. The Personnel Officer shall investigate these hardship cases when brought to his attention by the branch head.

Section 3. An employee answering summons for jury duty shall require written certification of attendance from the clerk of the court. This form shall be attached to Standard Form 71 and presented by the employee to timekeeper as authority for allowance of court leave.

Section 4.

a. Since court does not ordinarily convene until 10:00 a.m., an employee called for jury duty shall be required to report on his Railroad assignment at the starting hour and continue work until such time as it is necessary to leave for court. The only exception to this requirement shall be in those instances where the foreman or other supervisor finds it would be an undue hardship to comply therewith and so informs the appropriate timekeeper in writing.

. When an employee is excused from duty by the court for as much as one and one-half (1-1/2) hours prior to time for stopping work at noon or evening, he shall return to duty unless advance authority for non-return, due to definite hardship being involved, is obtained from foreman or other supervisor.

Section 5.

a. An employee serving as a juror in State or municipal courts shall be instructed to collect all fees and allowances payable on account of the jury service. The employee must forward the

fees so collected to the Treasury Section, Accounting Branch, The Alaska Railroad, endorsed with "Pay to The Alaska Railroad"; otherwise, payroll deduction shall be made from compensation due him. The employee may keep allowances for mileage and subsistence to cover his actual expenses incident to the jury service; however, payment of per diem is prohibited since it is a form of compensation for services rendered.

b. An employee who performs jury service on rest or layover days is entitled to retain the fees received for such service.

Section 6. An employee who desires to vote or register in an election or in a referendum on a civic matter in his community may be granted time off without charge to annual leave. When the polls are not open at least three hours either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires lesser amount of time off.

ARTICLE XXIV

SPECIAL TOOLS - CLOTHING - SERVICES

Section 1. Management agrees to bear the full expense of all special tools, protective clothing and equipment that employees use in the performance of their duties.

Section 2. Management agrees to bear the expense of paying the difference between work shoes and safety shoes.

Section 3. Management agrees to provide space on official bulletin boards and offices for the posting of union notices and similar information material.

ARTICLE XXV

GRIEVANCE PROCEDURE

Section 1. An employee who has passed his probationary period satisfactorily or whose application has been formally approved shall not be disciplined or dismissed without a fair hearing by the designated officer of the Railroad. He may, however, be held out of service pending hearing. At a reasonable time prior to the hearing and not less than forty-eight (48) hours, such employee shall be apprised, in writing, of the precise charge against him within thirty

(30) calendar days of knowledge by the Management of the alleged offense. The hearing shall be held within ten (10) calendar days of the date when charged with the offense. A decision will be rendered within ten (10) days after completion of hearing. The time limits in this rule may be extended by mutual agreement.

Section 2. The right of appeal by employees or their duly accredited representatives in the regular order of succession up to and including the highest officer designated by the Management to whom appeals may be made is hereby established. When appeal is taken, further hearing shall be granted, if requested of the official to whom appeal is made. Appeals will be registered within a reasonable time after decision is given and a copy furnished official whose decision is appealed. Hearings and decisions on appeals will be given within ten (10) calendar days from date appeal notice is received by the officer to whom appeal is taken. The time limits in this rule may be extended by mutual agreement.

Note: No appeal will be handled except in accordance with the above procedure.

Section 3. At hearings an employee

may be assisted by one or more duly accredited employee representatives. Disputes growing out of personal grievances and/or out of the interpretation or application of agreements or practices concerning wages, rules or working conditions between the parties hereto may be handled by one or more duly accredited representatives, first with the immediate supervisory officer and, if not satisfactorily settled, may be appealed by the representative in the order of succession up to and including the highest official designated by the Management to whom appeals may be made. At each step Management will render a decision within ten (10) days.

Section 4. Investigations and hearings shall be held whenever possible at home terminals of employees involved and at such time as to not cause employees to lose rest or time. Employees shall have reasonable opportunity to secure the presence of duly accredited representatives and/or necessary witnesses. Upon request of the employee or his representative all necessary existing records of Management pertinent to the case at hand shall be made available for their use. In the process of the hearing,

the Union will be permitted a court recorder or a tape recorder.

Section 5. A copy of all statements made a matter of record at investigations or hearings shall be furnished to the employee and to his duly accredited representative.

Section 6. If an employee is suspended the suspension shall date from the time he was taken out of service.

Section 7. If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge. If suspended or dismissed, the employee shall be reinstated and paid for all time lost.

Section 8. An employee who considers himself unjustly treated, or that any of the provisions of this agreement have been violated, shall have the right of investigation, hearing, appeal and representation as provided in Rules (Sections) (1), (2), (3), (4) and (5), if written request, which sets forth the employee's grievance is made to his superior within thirty (30) calendar days of knowledge by the employee of the alleged unjust treatment.

Definition of Investigation: An inquiry conducted by the Management to determine cause and responsibility and to make search or inquiry for truth, or facts prior to conducting a hearing. Employees are not disciplined as a result of an investigation except new employees who have not passed their probationary period of employment.

Definition of Hearing: A hearing (a trial) conducted after an investigation has developed cause and responsibility. At such hearings an employee or employees must be given proper notice under these rules and apprised in writing of the precise charge or charges against him. Employees may be disciplined or discharged as a result of a hearing. Appeals are based on hearings, not on investigations.

The enforcement of discipline by demerit record will apply to employees of the unit.

The advantages of this system are:

1. (a) To the employee, enabling him by good conduct to insure permanency of employment.

1. (b) To the Railroad, in increased efficiency of such permanent employees.
- (c) To avoid loss of wages and consequent hardships to employees and their families because of being deprived of their regular income.
- (d) To promote good conduct and encourage careful and efficient service.
2. No discipline by record will be made for less than five (5) or more than sixty (60) demerits.
3. Where demerits are given for unsatisfactory service, cancellations upon record will be given as follows:
 - (a) A clear record for six months will cancel five (5) demerits.
 - (b) A clear record for one (1) year will cancel thirty (30) demerits.
 - (c) A clear record for eighteen (18) months will cancel sixty (60) demerits.

4. When an employee's demerits have accumulated to the number of ninety (90), he will be dismissed from the service.
5. An accumulation of demerits showing that an employee is not desirable for the service will first be given special consideration, but when the service of an employee is so generally unsatisfactory as to unfit him for further service, dismissal will follow.
6. Any permanent employee, who is not serving a probationary period and has completed one year of continuous employment, subject to discipline resulting from hearings or hearings and accumulation of demerits involving removal, suspension for more than thirty (30) days, furlough without pay or reduction in pay shall be afforded the provisions of Civil Service Commission regulations relative to adverse actions. These regulations shall be quoted to the employee, including but not limited to a Notice of Proposed Action,

Received Delivery Notice, Thirty Day Pay status, time for employees response and evaluation of same and Notice of Decision.

ARTICLE XXVI

ADVISORY ARBITRATION

Section 1. If Management and the Union fail to settle any grievance arising under Article XXV titled Grievance Procedure with respect to the interpretation, application, or alleged violation of this Agreement or of any policy or decision of Management, such dispute shall, upon written notice by the party requesting arbitration to the other party, be referred to Advisory Arbitration. Such written notice must be served not later than thirty (30) days following the conclusion of the last step of the grievance procedure.

Section 2. Within seven (7) days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator, and the wording of the question to be resolved. If agreement cannot be reached, then either party may request the Federal Mediation and

Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five (5) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The fee and expenses of the arbitrator shall be borne equally by Management and the Union provided that the cost to Management for arbitrator's fee shall not exceed that amount authorized by rules and regulations. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday, and all employee representatives, not to exceed two (2), employee appellants and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 4. The arbitrator is requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. It is agreed and recognized that arbitration as provided herein is advisory in nature.

Section 6. The arbiter shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall, however, have no authority to add to, subtract from, or modify the terms of this Agreement and shall confine his findings to the question submitted.

Section 7. In those cases where either party deems it necessary, it may arrange that a transcript of the hearing be made by a qualified court reporter. The party making such arrangement shall bear the full cost thereof. If both parties request a copy the cost will be shared equally. If the arbiter requests that he be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by Management and the Union.

Section 8. The head of the activity shall render his decision on the advisory arbitration within twenty (20) calendar days from receipt of the arbitrator's decision.

ARTICLE XXVII

SENIORITY

Section 1. Mechanics, helpers or apprentices permanently transferred from one point to another will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will be established as of the date service is first performed at point to which transferred. Junior employees will be compelled to accept a permanent transfer to another point.*

*Senior employees temporarily transferred will not be compelled to accept a permanent transfer to another point.

Section 2. Employees temporarily transferred to fill vacancies of less than thirty (3) days at the direction of the Management under a forced rule will be allowed expenses in accordance with Standard Government Travel Regulations for not to exceed thirty (30) days.

Section 3. Employees now filling or promoted to official positions beyond the scope of this agreement shall retain and continue to accumulate seniority in the class from which promoted.

Section 4. An employee taken from any craft for assignment to special service will retain his seniority and be considered on leave of absence from his department while performing such special service.

Section 5. Employees on extended leave of absence for vacation, sickness, or other authorized leave, upon returning to service will be permitted to return to their former positions or may exercise displacement rights on new jobs or vacancies created during his absence. If such employee returns to his regular position, the employee who was relieving him will return to regular position. If a returning employee displaces another employee assigned during his absence, the displaced employee may exercise seniority in like manner to other positions for which he is qualified. Such actions are to be accomplished upon return or within three (3) days thereafter.

Section 6. Seniority of Mechanics, helpers and apprentices covered by this agreement in each craft shall be confined to the point at which employed.

Section 7. The indiscriminate exercise of seniority to displace junior employees, which practice is usually called

"rolling" or "bumping", will not be permitted. However, an employee whose assignment is discontinued, or who may be displaced from his position by other causes, will be permitted to exercise seniority on any job occupied by a junior employee on his seniority list.

Section 8. When the force is reduced, seniority will not govern. Civil Service Commission Regulations shall apply for Reduction in Force.

Section 9. Separate seniority rosters, at their respective points will be maintained for Blacksmiths, Boilermakers, and Mechanic's Helpers.

ARTICLE XXVIII

BULLETINING POSITIONS WITHIN MULTIPLE APPOINTMENTS

Section 1. Vacancies of thirty (30) days or more shall be bulletined for five (5) days before being permanently filled. The oldest employee in point of service in the respective craft, if qualified by

experience to efficiently handle the work, will be assigned. Employees desiring to avail themselves of this rule will make bid, in writing, to the official in charge, duplicate copy to local chairman, the management to make assignment.

Section 2. An employee exercising his seniority rights under this rule will do so without expense to the Carrier; he will not lose his right to the job he left, and if after a fair trial not to exceed thirty (30) days he fails to qualify for the new position, he will return to his former position. The next senior qualified man bidding will be assigned. In the event there are no bids, the youngest employee will be assigned. (INTERPRETATION: For Blacksmith and Boilermakers not in multiple assignments, the assignment of the youngest man to other points than his existing home station, shall be restricted to situations where the youngest man would otherwise be displaced by cancellation of his assignment.)

Section 3. Official Bulletin Boards shall be used at all shops, repair points, and roundhouses where proper notices of interest to employees and job bulletins may be posted. Access to such board will be made

available to accredited union representatives for posting such notices as are necessary.

Section 4. Employees covered by this agreement, who have been assigned in a multiple appointment, performs work for four (4) hours or more in a position authorized with a multiple appointment shall be paid for the rate of the work performed consistent with the grade assignments authorized in multiple appointment.

Section 5. Advertised vacancies may be filled in acting status pending an assignment.

ARTICLE XXIX

DURATION AND CHANGES

Section 1. This agreement when approved by the parties for the Union and the Management shall become effective on February 5, 1970. After such approval renewal of this agreement will be automatic from year to year, provided that this agreement shall terminate automatically effective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with Executive Order 11491.

Section 2. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing to the General Manager and must be accompanied by a summary of the amendment or amendments proposed. Within sixty (60) days after receipt of such request, representatives of Management and the Union will meet to negotiate the matter and no changes other than those covered by the summary shall be considered. A written notice of desire to alter and amend by renegotiation shall not have the effect of terminating this Agreement.

Section 3. This agreement supersedes all previous agreements for employees covered by this Agreement.

Section 4. The articles of this agreement have been negotiated in good faith and are presumed to be consistent with existing laws enacted by the U. S. Congress, applicable Department of Transportation and Civil Service Commission regulations and Executive Orders. The provision of any existing or future contrary decree with respect to and which affect this agreement shall become a part thereof.

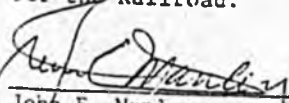
ALASKA RAILROAD
LABOR POLICY STATEMENT

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Section 5. It is agreed that this agreement shall take precedent and no other agreement shall be the basis for grievances.

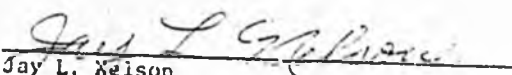
Dated at Anchorage, Alaska February 5, 1970.

For the Railroad:


John E. Manley
General Manager


R. R. Mack
Personnel Officer

For the Organizations: International
Brotherhood of Blacksmiths, Boilermakers,
Iron Shipbuilders & Helpers:


Jay L. Nelson
President, Local 708


Dan A. Kraft
Secretary-Treasurer, Local 708

Preamble

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Preamble. This Basic Agreement is agreed to in the interest of developing sound relations between the employees and management of The Alaska Railroad. The public interest requires high standards of employee performance and modern work practices to improve employee performance and efficiency. Observance of its terms by management and employees, as well as by their representatives, should result in the joint determination of fair and reasonable hours regulations and working rules; in the prevention of grievances and in the prompt and orderly settlement of all differences between labor and management; in stabilizing employment, and in developing systematic labor-management cooperation for safety, mutual benefit and good service to the patrons of the Railroad and the State of Alaska.

The Alaska Railroad as an agency of the Government of the United States is dedicated to the accomplishment of certain public purposes as provided in the Act of March 12, 1914, which directed the President of the United States to construct and operate a railroad in the Territory of Alaska (now the State of Alaska). Among these

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public purposes are the furtherance of the development of Alaska and the support of national defense. The duties and responsibilities necessary to accomplish these public purposes have been vested by Executive Order of the President No. 11107, dated April 25, 1963, and by the Transportation Act of 1967, in the Secretary of Transportation; and the Secretary, by appropriate orders and regulations, has delegated certain responsibility for operating the Railroad to its General Manager.

Section 1. Definitions

Labor Organizations: the term "labor organization" means any organization, union, or employee representation committee in which employees participate and which exists for the purpose, in whole or in part, of providing representation for members employed on the Railroad in dealing with the management officials on hours, conditions of employment, grievances, disputes and other matters pertinent to their employment. This term does not apply to employee welfare organizations, recreational associations, credit unions, or similar associations.

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Representatives of Labor Organizations: This term includes those individuals, either employees or non-employees of the Department, who are accredited by the employees to represent their interests in relationships or dealings with management officials on matters relating to their employment.

Management Officials: This term includes those employees at all levels of the Railroad's organization, in both line and staff capacities, who have significant responsibilities in supervising, directing and managing program activities and administrative matters which involve decisions or actions affecting employee groups.

Basic Labor Agreement: This term refers to the written document negotiated by management officials and representatives of employees, which concerns itself primarily with matters of broad principle, policy, and procedure which will govern the relations of the parties thereto in the negotiation of working conditions, the settlement of disputes and grievances, and related matters.

Supplementary Labor Agreement: This term refers to the written agreement or series

of agreements which are negotiated and made effective between management officials and representatives of employees within the purpose and in the implementation of the general policies and guidelines of a basic labor agreement.

They may not delete, modify or otherwise nullify any of the policies and procedures which have been incorporated in the Basic Labor Agreement.

Labor-Management Negotiations: This term is used interchangeably with the term "Collective bargaining".

Section 2. Compliance

2.1. It is recognized that in labor-management negotiations, and in the administering of all matters covered by this agreement, both the Railroad and the employees are governed by the provision of applicable federal laws and regulations.

2.2. If laws or regulations become effective, binding on the Railroad and inconsistent with the provisions of this agreement, the Railroad shall notify the representatives of the respective labor organizations. The labor organizations and the Railroad shall issue a joint statement of the change and its effect upon this agreement.

Section 3. Scope

This agreement is applicable to those employees of the Railroad represented by the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders and Helpers, blue collar category as enumerated in the Handbook of Blue Collar Occupational Families and Series.

Section 4. Employee Rights to Labor Representation

1. Employees of the Railroad have the right to form or join organizations and designate representatives of their own choosing, provided they do not form or join organizations which assert that employees in the service of the United States Government may strike or assist in such strike, or which advocate the overthrow of the United States Government by force or violence.

2. In the exercise of the right to form or join organizations and designate representatives, employees shall be free from any and all restraint, interference or coercion on the part of management, and the supervisory staff prohibited from exercising any such restraint, interference or coercion. On the same token the designation of

individuals and officers to represent the management of the Railroad for the purpose of this policy is entirely the responsibility of the General Manager.

4.3. The labor organization may be required to submit a copy of its bylaws, and the names of its officers and representatives, and to make known by whom it is chartered. The identity of individual members or the number of members is not required, except in the determination of representation rights.

4.4. This section does not authorize participation in the management of a labor organization or acting as a representative of such an organization, by a supervisor, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee, nor shall a unit be established if it includes any management official or supervisor.

Section 5. Discrimination Prohibited

Appointments to the service of the Railroad are to be made strictly on the basis of merit and efficiency. No test of race, color, religious belief, or political affiliation, except as

prescribed by law, will be required of any employee, or considered in his appointment, promotion, demotion, transfer, retention in or termination of service with the Railroad, nor shall any employee of the Railroad nor anyone seeking employment be required to join or refrain from joining any duly accredited organization as a condition of appointment, promotion, demotion, transfer, retention in or termination of service.

Section 6. Determination of Bargaining Rights

6.1. The majority of the employees of any class or craft of the Railroad has the right to determine the organization which will represent the employees of such class or craft for the purposes indicated in the preamble.

6.2. In the initial determination of representation rights and in resolving disputes as to these rights, both employees and management are governed by the appropriate section of the Federal Personnel Manual as implemented by the Department of Transportation.

Section 7. Duty to Confer

7.1. If a craft or group of employees has properly designated an organization to represent them in accordance with the provisions of Section 6 above, the representatives of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter treat with such organizations and its officers for the purposes described in the preamble to this agreement.

7.2. Representatives of labor organizations or employees desiring to confer with management officials shall deal in the first instance with those Railroad officials who have primary responsibility over the case or subject matter which is the subject of conference.

7.3. Differences or disputes between an employee or group of employees and the Railroad, growing out of grievances or out of the interpretation or application of the terms of jointly promulgated schedules, having been handled by the employees or their representatives through established supervisory channels up to

and including the Branch Head concerned and the Personnel Officer, the General Manager will then call a conference. Conferences for the adjustment of such differences or disputes will be held whenever possible during the regular working hours, and when so held, labor organization representatives actually working will not lose pay, provided that the number of such representatives of the labor organizations concerned does not exceed two.

7.4. Conferences may be requested by the labor organization or the Railroad announcing their desire to revise the jointly promulgated agreements, and having given proper notice, the time and place for the beginning of such conferences will be announced. The time required by labor organization representatives in the employ of the Railroad when attending such conferences shall not be on official times when negotiating an agreement with agency management.

7.5. Leave as accrued may be granted to any other employee for attendance or observance of the above meetings, contingent on the availability of replacement personnel. In the interest of cooperation, in labor matters, the

Railroad will follow a liberal policy in allowing time off for such purposes, with reasonable limits and consistent with work requirements.

Section 8. Written Agreements

8.1. Working rules, in the determination of which employees, through accredited organizations, have participated - will be reduced to writing and will be promulgated as schedules over the joint signature of the General Manager and the officers of the organization or organizations representing the employees concerned. Such agreements shall be regarded as Supplementary Agreements as defined in Section 1 of this agreement.

8.2. The Railroad and the labor organizations further agree that, pending the determination or adjustment of any issue arising between them by means of the conference machinery and procedures hereinafter provided, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue.

8.3. The Railroad will not make unilateral changes in the terms of any labor agreement pending settlement of

outstanding differences through mutually agreeable procedures, except those that are dictated by over-riding Federal Law or Regulation.

Section 9. Scope of Negotiations

9.1. Management officials retain the right to direct employees in accomplishing the work of the agency; to hire, promote, transfer, assign, and retain employees in positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of the Government operations entrusted to them; to determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

9.2. Negotiable Items. The Alaska Railroad management shall negotiate with the unions, for the employees represented by the unions signatory hereto, for:

- a. The establishment of craft working rules.
- b. The establishment of grievance procedures and discussion of personnel policies and practices, or other matters affecting general working conditions.
- c. NOTE: The wage fixing system applicable to the employees subject to this Basic Agreement will be set forth in Section 9.4.

9.3. All requests for negotiation conferences shall be in writing and specify the subjects for discussion and the times proposed for consideration. Conferences between the parties shall begin as promptly as practicable. Every effort will be made by the negotiators to agree.

9.4. Wage Fixing System. The wage fixing system applicable to Alaska Railroad blue collar employees represented by the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders & Helpers, shall be the system currently followed for their wage board employees by Army-Air Force installations in the State of Alaska. As soon as a coordinated wage fixing policy is promulgated by the Civil Service Commission for the wage

board employees in Alaska, such Federal coordinated system shall be substituted for the Army-Air Force wage fixing system referred to above. Details as to the application of this system will be set forth in a supplementary agreement.

Section 10. Disputes and Grievance Procedures

10.1 The parties to this agreement recognize that the prompt and orderly settlement of disputes in a fair and reasonable manner is essential to good labor relations and to the efficient accomplishment of the purpose for which the Railroad exists. To this end officials of the Railroad and employees and their representatives will make every effort to resolve their disputes at the first level of management where the dispute originates.

10.2. Detailed procedures for the handling of grievances shall be included in supplementary labor agreements between the parties signatory hereto.

Section 11. Bulletin Boards and Distribution of Literature

Distribution of literature of a labor organization shall be permitted, provided the distribution is made by employees outside their regular working hours and does not interfere with the work assignments of other employees who may be on duty at the time. Notices posted by labor organizations on Government bulletin boards and literature distributed on Government property shall contain the name of the organization issuing or sponsoring it, and shall contain nothing that would imply official sponsorship or endorsement by the Railroad. The material must pertain specifically to the business of the labor organization and shall not contain statements which reflect on or attack the integrity or motives of individuals, other labor organizations, the Department of Transportation, the Railroad, or other governmental agencies, Federal or otherwise. Objective statements of opinion, favorable or unfavorable, about issues or subjects related to the employees' work and employment conditions are permitted. Canvassing or soliciting membership and collecting membership dues for a labor organization shall also be conducted outside regular working hours

of the employees canvassed and of the employees performing these activities. Non-employee canvassers may be required to give notice of their presence to the responsible management officer. There shall be no interference with the performance of official duty of employees during working hours.

Section 12. Labor-Management Cooperation

12.1. The parties to this agreement recognize that there are many areas of common interest to the management of the Railroad and to its employees which are important to the effective operation of the Railroad and to the welfare of employees which are not ordinarily included within the scope of collective bargaining agreements. Such areas of common interest include, but are not limited to:

- a. Elimination of waste in operation and maintenance.
- b. Conservation of materials, supplies, time, power and energy.
- c. Improvements in quality of workmanship and services.

- d. Correction of conditions making for grievances.
- e. Health, safety, and morale standards.

12.2. In order to increase the area and effectiveness of labor-management cooperation, Joint Committees have been established prior to the making of this agreement, as follows:

Joint Union-Management Safety
Committee
Alaska Railroad Medical Association
and Excess Benefits Plan
Joint Labor-Management Committee

12.3. Employees serving on the welfare committees mentioned above and similar committees that may be established will be paid not to exceed a minimum day for their attendance if any time is lost. It shall be the duty of the parties to this agreement to further the work and effectiveness of these joint committees.

Section 13. Effective Date and Duration

13.1. This agreement shall remain in

full force and effect for one year from the date executed, and thereafter until the expiration of sixty (60) calendar days following the giving of written notice by either party to the other of its desire to terminate this agreement in its entirety or to effect changes herein by agreement.

13.2. By mutual consent of the parties, this agreement may be opened at any time for amendment. Also, modification or amendment of this agreement may be required because of changes in applicable laws, rules, regulations or policies issued after the date of this agreement.

13.3. The Basic Labor Agreement between the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders & Helpers and The Alaska Railroad dated April 15, 1968, and which was negotiated under authority of Executive Order 10988, is hereby supplemented for compatibility with the new Executive Order 11491, relative to Labor Management relations effective January 1, 1970.

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Dated at Anchorage, Alaska April 15, 1968.

FOR THE ALASKA RAILROAD:

Sgd. John E. Manley
John E. Manley, General Manager

Sgd. R. R. Mack
R. R. Mack, Personnel Officer

FOR THE ORGANIZATION:
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIPBUILDERS AND HELPERS:

Sgd. Harold J. Buoy
Harold J. Buoy, Legislative Assistant
to the International President

Sgd. Jay L. Nelson
Jay L. Nelson, President, Local 708
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIPBUILDERS AND HELPERS

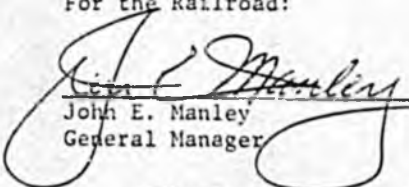
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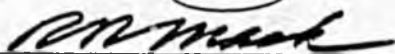
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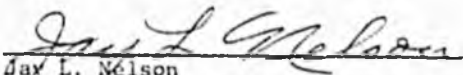
Dated at Anchorage, Alaska February 5, 1970.

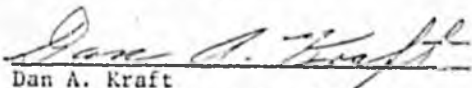
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For the Organizations: International
Brotherhood of Blacksmiths, Boilermakers,
Iron Shipbuilders & Helpers:


Jay L. Nelson
President, Local 708


Dan A. Kraft
Secretary-Treasurer, Local 708

STANDARDS OF APPRENTICESHIP

for

THE ALASKA RAILROAD
APPRENTICEABLE TRAINERS

Developed by the Local
Joint Apprenticeship Committee

Representing
THE ALASKA RAILROAD
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
ANCHORAGE, ALASKA

and

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

BROTHERHOOD RAILWAY CARMEN OF
UNITED STATES AND CANADA

INTERNATIONAL BROTHERHOOD OF BLACKSMITHS,
BOILERMAKERS, IRON SHIPBUILDERS AND WELDERS

Registered & approved by the
BUREAU OF APPRENTICESHIP AND TRAINING
U. S. Dept. of Labor
Washington, D. C.

Assisted by the
BUREAU OF APPRENTICESHIP AND TRAINING
U. S. Dept. of Labor
Room 46, Federal Bldg.
Anchorage, Alaska

OBJECTIVE

The purpose of apprentice training is to encourage a more careful selection of men coming into the trade; to train apprentices now in the trade; to assist in providing training that will equip them for profitable employment and citizenship; and to further the assurance to the employer of the most proficient workmen to the end that the public may receive the best possible workmanship.

I. DEFINITIONS:

- a) The term "Committee" shall mean the Joint Apprenticeship and Training Committee, as set up in these apprenticeship standards.
- b) The term "Employer" shall mean The Alaska Railroad, Department of Transportation, Federal Railroad Administration.
- c) The term "Union" shall mean the local union signatory to these apprenticeship standards.
- d) The term "Registration Agency" shall mean the Bureau of Apprenticeship and Training, U. S. Department of Labor.

e) The term "Apprenticeship Agreement" shall mean a written agreement between the Committee and a person employed as an apprentice, which agreement shall be registered by the Registration Agency.

f) The term "Apprentice" shall mean a person who has signed an Apprenticeship Agreement with the Committee to learn a trade, as outlined in these apprenticeship standards.

g) The term "General Supervisor of Apprenticeship" shall mean a person appointed by the Committee to carry out the program under its direction.

h) The term "Supervisor of Apprentices" shall mean a person appointed by the individual employer to direct apprenticeship training in or on a specific establishment or job. He shall be subject to approval of the Committee.

i) The term "Apprenticeship Standards" shall mean this entire document, including these definitions.

II. JOINT APPRENTICESHIP AND TRAINING COMMITTEE:

The Committee shall be composed of three members representing employers, and three members representing Labor. Labor and Management shall be equal in all cases.

Members of the Committee shall be selected by the groups they represent. The term of office shall be for three years or less -- the term of one employer and one journeyman to expire each year. The first appointments by each group will be designated for one, two, or three years.

III. SELECTION PROCEDURES:

Selection of apprentices under the program shall be made from qualified applicants on the basis of qualifications alone and without regard to race, creed, color, national origin, sex, or occupationally irrelevant physical requirements in accordance with objective standards which permit review, after full and fair opportunity for application, and this program shall be operated on a completely nondiscriminatory basis. Apprentices will be carefully selected from applicants between 18 and 28

years of age whose background, education, personality, and physical conditions indicate that they are suitable candidates.

Information regarding apprenticeship openings and requirements shall be furnished to the local state employment service and to the local schools.

Such information will also be posted at the program sponsor's normal place of application for apprenticeship. Applications of responding candidates will be recorded. Those meeting the basic qualifications such as age, residence, education, and physical condition will be referred to the apprenticeship committee.

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30.

The local state employment service will supply the aptitude testing and grading. Such test measures general intelligence, manual dexterity, hand/eye coordination, perception, finger dexterity, and numerical and verbal comprehension.

Applicants who qualify in the aptitude tests will be interviewed by the program sponsor or his designated representative. The interview shall cover such factors as educational record, attitude towards work and apprenticeship, sense of responsibility, previous work experience, whether related or unrelated to the trade, reasons for interest in the trade, hobbies, and physical factors.

Qualified applicants will be rated numerically on the basis of the following factors:

	<u>Maximum</u>
1. Aptitude test results (If actual scores are used, rank in relation to minimum qualifying score.)	25
2. Educational background (High school diploma or certificate of equivalency) (Subjects studied pertinent to the trade or grades attained.)	15
3. Reference and conduct record	10

4. Interview (personal impression of interest, sincerity, and adaptability to the trade.) 25
5. Previous working experience (related and unrelated.) 25

Selection of qualified applicants shall be in descending order of ranking. Records of the selection process shall be retained for a period of two (2) years.

IV. TERM OF APPRENTICESHIP:

Apprentices will serve a minimum term of four consecutive years (approximately 8,000 hours) of reasonably continuous employment during such term, and include the probationary period and the required hours of supplemental school instruction. (Exception: Helpers with two (2) years helper experience shall be eligible for indenturing as helper apprentice of a respective craft, ability to govern in all cases, for a period of three (3) years.)

V. RELATED INSTRUCTION:

International Correspondence School and Railway Education Bureau Courses will be substituted for related classroom instruction.

No apprentice will be allowed to work overtime when such work will interfere with the related instruction course. In case of failure of any apprentice to fulfill his obligations as to school attendance and conduct, without due cause, the local Joint Apprenticeship and Training Committee shall take necessary disciplinary action.

VI. SUPERVISION OF APPRENTICES:

The Alaska Railroad shall designate a particular person, who may be the Superintendent, Foreman, or Journeyman, to be responsible for the training of apprentices. He shall, with the advice and assistance of the local joint apprenticeship and training committee, be responsible for the apprentices' work experience on the job, for their attendance at related classes, and the recording of same on record forms provided for this purpose.

VII. RATIO OF APPRENTICES TO JOURNEYMEN:

The ratio shall be 1 apprentice to each 5 journeymen.

VIII. ACCIDENT PREVENTION:

Each apprentice shall be provided with initial indoctrination and instruction in

order to enable him to perform his work in a safe manner. Such instruction shall be coordinated with the actual work being performed on the job and the tools and equipment being used.

Initial indoctrination shall include instructions relative to pertinent company safety regulations, reporting of accidents, and availability of first aid and medical facilities.

The employer shall at all times exercise reasonable precautions for the health and safety of the apprentices engaged in the performance of the work hereinafter described as "Work Processes" . . . so far as possible. He shall comply with all applicable provisions of Federal, state and municipal safety, health, and sanitation statutes and codes.

In addition, as an integral part of this training program, the apprentice supervisor and/or instructor shall provide such training and instruction pertaining to safe work habits to insure that the apprentice will be protected against avoidable accidents. Also, that they understand the methods necessary to properly perform all phases of the work in a safe manner.

IX. PROBATIONARY PERIOD:

Apprentices will be subject to the probationary period applicable to Federal employment. During this probationary period, annulment of the Apprenticeship Agreement will be made by the Committee upon request of any of the parties concerned. After the probationary period the Committee may cancel the Apprenticeship Agreement for just cause, but due notice shall be given the Registration Agency of such action. The Apprenticeship Agreement may also be canceled if the apprentice fails to fulfill his obligations as to the related instruction courses.

X. ADJUSTING DIFFERENCES:

In accordance with the present working agreement, the railroad and the apprentice shall have the right and privilege of appeal to the local joint apprenticeship and training committee in the event of disputes and controversies arising over any provision of the local apprenticeship standards which cannot be satisfactorily settled between them. The local committee shall hear all the parties and make such adjustments as it may consider necessary.

XI. WORK EXPERIENCE:

During his apprenticeship, the apprentice shall be taught the use, care, and effective and safe handling of all tools and equipment commonly used in the trade. He shall be given work experience and training in all branches of his trade considered necessary to develop a skilled and productive worker.

WORK SCHEDULE FOR
AUTOMOTIVE MACHINIST
APPRENTICE

	<u>Years of Service</u>
Engine rebuild room, gas and diesel	1 Year
General repair, automotive test and electrical work	1 Year
Heavy equipment repairs . .	1 Year
Gas car repairs and trouble shooting	6 Months
Welding, electric and acetylene	6 Months
TOTAL	4 Years

WORK SCHEDULE FOR
ELECTRICIAN
APPRENTICE

	<u>Years of Service</u>
Electrical repair shop; servicing motors and generators, rewinding and repairing motors and generators, repairs to electrical equipment, all types	1 Year
Battery Shop	4 Months
Car shop, coaches, heating, and lighting	8 Months
Electric and acetylene welding	6 Months
Diesel locomotives, traction motor, main and auxiliary generator repairs	6 Months

ELECTRICIAN

	<u>Years of Service</u>
Engine circuits, voltage regulators, and relay repairs, Vapor-Clarkson generators and power car equipment	6 Months
Trouble shooting, inspections, and running repairs	6 Months
TOTAL	4 Years

WORK SCHEDULE FOR
MACHINIST
APPRENTICE

	<u>Years of Service</u>
Machine shop practice	1 Year
Engine rebuild and parts repairs	1 Year
General repair, truck and roller bearing repairs, locomotive and cars	6 Months
Welding, electric and acetylene	6 Months
Air room	6 Months
Running repairs, trouble shooting, diesel shop . . .	6 Months
TOTAL	4 Years

WORK SCHEDULE FOR
SHEETMETAL
APPRENTICE

	<u>Years of Service</u>
Shop and bench sheetmetal work, including layout and design, brazing, soldering, tinning, leading, and babbitting . . .	2-1/2 years
Locomotive Department - Pipefitting and Sheetmetal	6 Months
Car Department - Pipe and sheetmetal work on passenger cars and sheetmetal in freight department	1 Year
TOTAL	4 Years

WORK SCHEDULE FOR
CARMAN
APPRENTICE

	<u>Years of Service</u>
General freight car rebuilding and repairs, wood and metal	1 Year
General passenger car repairs and rebuilding	1 Year
Air room, cleaning and testing, and repairs	6 Months
Rip track, air cleaning, installation and repairs . .	6 Months
Carpenter shop, machine and bench work	6 Months
Electric and acetylene welding	6 Months
TOTAL	4 Years

XII. WAGE SCHEDULE:

The wage rate paid apprentices and journeymen shall be that which is negotiated by The Alaska Railroad officials and the local unions involved. This wage schedule shall be kept current by a supplement attached to the standards.

XIII. PERIODIC EXAMINATION:

An examination of apprentices as to their progress in learning the trade may be given at such times as determined by the committee. In these examinations, consideration shall be given to the related instruction, as well as to the daily employment records of the apprentices.

XIV. EMPLOYMENT RECORDS OF APPRENTICES:

Records of the progress of all apprentices in the trade processes enumerated in the work processes will be maintained by The Alaska Railroad, and shall be made available to the Bureau of Apprenticeship and Training upon request.

XV. JOINT MANAGEMENT-LABOR
APPRENTICESHIP COMMITTEE:

The Alaska Railroad agrees that a joint management-labor apprenticeship

committee will be established as recommended by the Bureau of Apprenticeship and Training.

XVI. CERTIFICATE OF COMPLETION OF APPRENTICESHIP:

Apprentices who complete their apprenticeship, and make passing grades on the ICS and REB courses shall be awarded a certificate by The Alaska Railroad. Certificates of Completion are also available from the registration agency for all apprentices completing their apprenticeship under registered standards.

XVII. MODIFICATION OF STANDARDS:

These standards shall automatically be amended to conform with any changes in subsequent bargaining agreements, and none of these provisions shall be construed contrary to the present, or subsequent, bargaining agreements. These standards may be modified subject to the approval of management and labor participants in the program at the Bureau of Apprenticeship and Training, U. S. Department of Labor.

All changes and modifications made as provided shall automatically become a part of apprenticeship agreements in effect at the time of the change.

XVIII. OFFICIAL APPROVAL:

These standards of apprenticeship and all modifications shall be approved officially by formal action of the respective employer-employee organizations and the registration agency. Original Standards of Apprenticeship approved and accepted July 20, 1965, and amendments thereto incorporated October 14, 1971.

EMPLOYER REPRESENTATIVES:

/s/ John Norby

/s/ C. W. Poor

/s/ C. O. Brown

APPROVED: July 20, 1965

EMPLOYEE REPRESENTATIVES:

/s/ Richard L. Moyer

/s/ Walter E. King

/s/ John Bozinoff

APPROVED: July 20, 1965

APPROVED AND ACCEPTED BY THE ALASKA RAILROAD:
Anchorage, Alaska, July 20, 1965

/s/ John E. Manley
General Manager

/s/ R. R. Mack
Personnel Officer

/s/ G. V. Randall
Chief Mechanical Officer

APPROVED AND ACCEPTED BY THE ORGANIZATIONS:
Anchorage, Alaska, July 20, 1965

/s/ Luther Augenstein
International Association
of Machinists, Local 1735

/s/ Richard L. Moyer
International Brotherhood of
Boilermakers and Blacksmiths, Local 708

/s/ Walter E. King
Railway Carman of America
Lodge No. 67

PROGRAM REGISTERED AS INCORPORATING THE
BASIC STANDARDS RECOMMENDED BY THE
BUREAU OF APPRENTICESHIP AND TRAINING:

Approved: August 30, 1965

/s/ Hugh C. Murphy
Administrator, Bureau of Apprenticeship
and Training
U. S. Department of Labor
Washington, D.C.

Consultant:

/s/ Joseph F. Fiala, State Supervisor
Bureau of Apprenticeship & Training
U. S. Department of Labor
Anchorage, Alaska

Approved: October 14, 1971

/s/ William F. Wadsworth
Consultant
Alaska State Supervisor
Bureau of Apprenticeship and Training
Department of Labor



**SCHEDULE OF PAY,
RULES AND REGULATIONS
GOVERNING
MACHINISTS,
HEAVY EQUIPMENT MECHANICS,
PIPE AND STEAMFITTERS,
ELECTRICIANS, SHEETMETAL WORKERS,
MECHANICS' HELPERS AND APPRENTICES**

UNITED STATES
DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION
The Alaska Railroad

Schedule of pay, rules and regulations
governing Machinists, Heavy Equipment
Mechanics, Electricians, Sheet Metal Workers,
Pipe and Steamfitters, Mechanics' Helpers,
and Apprentices

and

Basic Labor Agreement

This book has been printed for use of The
Alaska Railroad and its employees. Please
return upon Terminating Service.

Book Assigned to:
NAME

Revised January 16, 1970

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UNITED STATES
DEPARTMENT OF TRANSPORTATION
The Alaska Railroad

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Schedule of pay, rules and regulations governing Machinists, Heavy Equipment Mechanics, Pipe and Steamfitters, Electricians, Sheet-metal Workers, Mechanics' Helpers and Apprentices

This AGREEMENT is made between the ALASKA RAILROAD, Anchorage, Alaska, hereafter referred to as "Management" and the International Association of Machinists and Aerospace Workers Lodge No. 1735, AFL-CIO, hereafter referred to as the "Union".

The participants agree as follows:

It is the intent and purpose of the participants to promote and improve the efficient administration of the Federal Service, to promote the well being of employees within the framework of Executive Order 11491, to establish a basic understanding relative to personnel policies, practices, and other matters affecting conditions of employment, and to provide a means for amicable discussion and adjustment of matters of mutual interest.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

Section 1. This Agreement is subject to the limitation on the discretionary powers of the Management Official of the Alaska Railroad over the area negotiated and it is applicable to the units for which the Union has been granted exclusive recognition.

Section 2. Management recognizes that the Union is the exclusive representative of all non-supervisory blue collar employees in the bargaining unit or units. The Union recognizes the responsibility of representing the interests of all such employees by the provisions of this agreement.

Section 3. Other units which are granted exclusive recognition may be covered by this agreement when mutually agreed upon by Management and the Union and placed in written form.

ARTICLE II

RESPONSIBILITIES AND RIGHTS OF MANAGEMENT

Section 1. The right to make reasonable rules and regulations shall be

considered acknowledged functions of Management. In making rules and regulations relating to personnel policies, and practices and procedures, and matters of working conditions, Management shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement and the provisions of Executive Order 11491; however, such obligation and regard shall not be construed to extend to such areas of discretion and policy as the functions or mission, the budget, organization, assignment of personnel, the technology of performing work, or matters pertaining to the National Security.

Section 2. Management shall maintain a continuing program for the placement of handicapped employees, or those employees temporarily limited to light duty and who cannot be utilized in their primary assignment. It is recognized that in some instances a brief period of indoctrination may be required. Special consideration will also be given to the assignment of reserved parking spaces for use by handicapped employees depending upon the degree and nature of the handicap, availability, and nature of assignment.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 1. Management and the Union agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as expressly provided here and in Executive Order 11491, the freedom of such employees to assist any Union organization shall be recognized as extending to participation in the Union and acting for the Union in the capacity of a Union Representative, including presentation of Union views to officials of the Executive Branch, Congress, or other appropriate authority. Management shall take such action, consistent with law and with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced to discourage membership in Union organization.

Section 2. Any employee covered by the provisions of this Agreement and during the period he is on the payroll of Management, shall not forfeit any benefits of this Agreement while on detail or assignment to another Activity or Division including off-site or satellite facilities for which Management has been delegated responsibility. Excludes assignment or promotion to Supervisory positions.

Section 3. Employees shall have access to their respective personnel file and the personnel file shall contain a job description stating the work performed by the employee.

Section 4. Employees covered by this Agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other non-operating employees in service.

ARTICLE IV

PROVISIONS OF LAW AND REGULATION

Section 1. It is agreed by Management and the Union that nothing in this Agreement shall be so interpreted as

to conflict with provisions of any existing or future law or regulation of the Federal Government. This includes, but is not restricted to, those rules and regulations issued by the Civil Service Commission and the Department of Transportation.

Section 2. Management agrees to furnish the Union with two copies of any directives from higher Headquarters which affect employees or which alter Management's discretionary authority with regard to any item dealt with in this Agreement before implementing same. When such directives are not readily available Management agrees to requisition the two copies for the Union.

ARTICLE V

APPROPRIATE MATTERS

Section 1. It is agreed and understood that matters appropriate for negotiation in this Agreement, or for consultation between the parties are policies, programs and procedures related to working conditions which are within the discretion of Management, including but not limited to such matters as safety, training, labor-

management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction in force practices, and hours of work.

Section 2. Management agrees that the Union will be notified before changes are made to existing benefits, practices, and understandings which have been authorized by Management but which are not specifically covered by this Agreement.

Section 3. Management agrees that all privileges and benefits extended within the limits of its discretionary power will be applied fairly and equitably to all employees in the unit. Management agrees to consult with the Union concerning alleged inequities in this connection.

Section 4. It is further recognized that this Agreement does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters not covered by this Agreement, which come within the scope

of consultation and negotiation. It is further agreed and understood that the Management will consult with the Union before issuing any official directives which adversely affect the general working conditions covering the employees within the bargaining unit but which are not specifically covered by this Agreement.

ARTICLE VI

UNION REPRESENTATION

Section 1. Management recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement. Management further recognizes the right of the Union to designate Shop Stewards and Union Representatives from among the employees of the unit. Management agrees to recognize the Shop Stewards and Representatives designated by the Union.

Section 2. The number of Stewards and Representatives shall be only that

number required to assure each employee of the unit ready access to a Steward in his work location. The designated number of stewards shall also be sufficient to assure that the Union can properly carry out its responsibilities under the terms of this Agreement. For the purposes outlined in Sections 1 and 2 of this Article, the Union agrees to supply Management in writing, and shall maintain with Management on a current basis, a complete list of all Union authorized Representatives, Stewards and any alternates.

Section 3. Management agrees to recognize the officers and duly designated representatives of the Union and shall be advised in writing by the Union of the names of its officers and representatives.

Section 4. An employee who alleges and feels that he has a grievance or complaint shall be, upon request to his supervisor, allowed time to report his grievance or complaint to the Shop Steward, and when a pending grievance is reported to the Shop Steward or Representative, that Steward or Representative shall be allowed the time necessary to investigate the reported grievance. This investigative procedure

may require discussions with employee(s) within the bargaining unit or outside and representatives of Management (supervision) responsibilities or in some cases all three, in order to evaluate the facts and carry out the Union's responsibility under the terms of this Agreement.

Section 5. Management agrees that Stewards, Union officers, representatives and employees shall be allowed to leave their assigned areas to go to other departments, shops or offices when it is necessary to do so in order to accomplish the purposes outlined in Section 4 above, and in order to bring about a prompt and expeditious disposition of a complaint or grievance. It is further agreed that such activity shall be engaged in without any loss in pay or benefits to the employees authorized to act in behalf of the bargaining agent under the terms of this Agreement or to the employees contacted. Permission, in these instances, will be granted unless the individuals work situation precludes such action. In any event, approval will be granted at the earliest opportunity.

Section 6. Management agrees that any representative of the International Association of Machinists and Aerospace Workers, AFL-CIO, or Local Lodge, upon request to Management shall be allowed into the activity at reasonable times on official Union business.

Section 7. Administrative leave may be granted to an employee Union representative to receive training, information, briefing and orientation on matters within the scope of Executive Order 11491--including statutory or regulatory provisions relating to pay, working conditions, work schedules, employee grievance procedures, performance rating, adverse action appeals and agency policy.

ARTICLE VII

HOURS OF WORK AND BASIC WORK WEEK

Section 1. Eight (8) hours shall constitute a normal work day. The normal basic work week shall be Monday

through Friday. When one shift is employed, the starting time shall not be earlier than 7:00 a.m., or later than 8:00 a.m., except at outlying points. When two (2) shifts are employed, the starting time of the first shift shall not be earlier than 7:00 a.m., or later than 8:00 a.m., and the second shift shall start immediately following the close of the first shift. When three (3) shifts are employed, the starting time of the first shift shall not be earlier than 7:00 a.m. or later than 8:00 a.m., and the starting time of the other shifts shall be regulated accordingly.

Section 2. Assignments may be made for eight (8) hours excluding an assigned meal period which shall not be less than thirty (30) minutes or more than one (1) hour; except such assignments may be made to consist of eight (8) consecutive hours including an allowance for lunch on the job site.

Section 3. Where three (3) assignments performing the same service are coupled in continuous service covering the twenty-four hour period, each such

continuous service assignment shall consist of eight (8) consecutive hours including the allowance for lunch on the job site and lunch time shall be twenty (20) minutes between the fourth and fifth hour.

Section 4. Management agrees not to change the normal basic work week of Monday through Friday of any employee except in those cases where a regular tour of duty would seriously handicap the performance of a function or would result in substantially increased cost. It is recognized that functions of The Alaska Railroad operate on a seven-day work basis and that certain five-day work weeks will involve work on Saturday and Sunday. In those cases when a change in the normal work week is necessary, Management shall consult with the Union in determining which specific jobs fall within the category for which a re-arranged basic work week of other than Monday through Friday is appropriate. In no case shall an employee be required to work in excess of five (5) eight (8) hour consecutive days without payment of overtime.

Section 5. Where it is necessary to close the installation or an activity therein and administrative excused leave is granted because of inclement weather, breakdown of equipment, or other emergency "Act of God" situations, employees who report for work shall be given administrative excused leave for the period of the emergency situation.

Section 6. Management will permit adequate wash-up time before each lunch period, and adequate clean-up time at the end of each shift for the purpose of returning tools, cleaning the work area and machinery as necessary, and in each instance, wash-up time will not exceed five minutes on a straight time basis. No employee shall be required to remain after the end of his shift, without compensation, for the purpose of cleaning his designated area.

Section 7. Eight (8) hours of service will constitute a day's work. 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 Railroad and employees, shall be paid in accordance with the present wage schedule and supplements thereto.

Section 8. At terminals where one shift only is worked, working hours may be established to meet local conditions providing, however, that the eight (8) hours of said shift may be worked within a spread of not more than twelve (12) hours with but one interval of release of not less than two (2) hours.

Section 9. An employee required to work any part of the meal period will be allowed time therefor on the minute basis at rate of time and one-half. In the event there is not sufficient time remaining within the limits of the meal period in which to procure lunch (not less than twenty (20) minutes), employee will be allowed not to exceed twenty (20) minutes including any time remaining within the meal period in which to eat, without deduction therefor.

This does not apply to employees who are assigned to eight (8) consecutive hours without meal period and who are allowed twenty (20) minutes in which to eat without deduction of pay.

Section 10. At small outlying points where the service is intermittent, not requiring continuous application, assignment may be made for employees to work eight (8) hours within a spread of twelve (12) consecutive hours with but one interval of not less than two (2) hours of release. Time actually worked in excess of eight (8) hours will be paid for at the rate of time and one-half.

Section 11. Not less than five (5) working days (exclusive of Sunday and holidays) notice will be given before hours or forces are reduced.

ARTICLE VIII

EMERGENCY ROAD AND WRECKING SERVICE

Section 1. An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency work or road work away from such shop, engine house, repair track, or inspection point, will be paid from the time called to leave home station, until his return for all time worked, and will be paid straight ... e

rates for traveling or waiting, except assigned rest days and holidays, which will be paid for at the rate of time and one-half, whether waiting, working or traveling. If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) hours or more, such relief time 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 home station. Where meals and lodging are not provided by the Railroad, travel expenses in accordance with the current Standard Government Travel Regulations 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. A wrecking service employee will be paid under this rule, except that all time working, waiting or traveling on week days after the recognized straight time hours at home station and all time working, waiting or traveling on assigned rest days and holidays will be paid for at the rate of time and one-half.

ARTICLE IX

OVERTIME

Section 1. An employee shall receive at least two (2) hours and forty (40) minutes pay at the applicable overtime rate if required to work overtime on a regular work day after he has completed his daily tour and has left his place of employment or on one of his scheduled non-workdays, even if his services cannot be utilized for two (2) hours and forty (40) minutes and shall exclude dead work. Management will endeavor to notify all employees who are to work overtime one day prior to the overtime period. Each employee is expected to work a reasonable amount of overtime when operating requirements necessitate. When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours solely for the purpose of equalizing the time. An employee may be excused from overtime for valid reasons or excused from overtime if an equally qualified employee is willing to work.

Section 2. All overtime shall be compensated for at time and one-half (1-1/2) the employee's regular hourly rate, including all shift premiums and other payments regarded by the employee as part of his regular hourly compensation. Such overtime rates shall be paid for all hours worked over forty (40) hours per week and for all hours worked over eight (8) hours per day.

Section 3. In the event of a situation requiring the extension of a regular work shift into more than a two (2) hour overtime period, time for lunch will be permitted on the work site. Management will make the necessary arrangements that food will be made available for the employees involved.

Section 4. Overtime assignments will be made from a rotary board on a "first in-first out" basis. Such a board will be set up to cover each seniority list in each shop. Employees will be accorded right of refusal to an overtime call unless his skill is specially needed for that call. An exception may be made to select an employee out of rotation if his special skill is required to perform a special assignment.

ARTICLE IX

OVERTIME

Section 1. An employee shall receive at least two (2) hours and forty (40) minutes pay at the applicable overtime rate if required to work overtime on a regular work day after he has completed his daily tour and has left his place of employment or on one of his scheduled non-workdays, even if his service cannot be utilized for two (2) hours and forty (40) minutes and shall exclude dead work. Management will endeavor to notify all employees who are to work overtime one day prior to the overtime period. Each employee is expected to work a reasonable amount of overtime when operating requirements necessitate. When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours solely for the purpose of equalizing the time. An employee may be excused from overtime for valid reasons or excused from overtime if an equally qualified employee is willing to work.

Section 2. All overtime shall be compensated for at time and one-half (1-1/2) the employee's regular hourly rate, including all shift premiums and other payments regarded by the employee as part of his regular hourly compensation. Such overtime rates shall be paid for all hours worked over forty (40) hours per week and for all hours worked over eight (8) hours per day.

Section 3. In the event of a situation requiring the extension of a regular work shift into more than a two (2) hour overtime period, time for lunch will be permitted on the work site. Management will make the necessary arrangements that food will be made available for the employees involved.

Section 4. Overtime assignments will be made from a rotary board on a "first in-first out" basis. Such a board will be set up to cover each seniority list in each shop. Employees will be accorded right of refusal to an overtime call unless his skill is specially needed for that call. An exception may be made to select an employee out of rotation if his special skill is required to perform a special assignment.

Section 5. Except in the case of an emergency, Management agrees not to work an employee in an overtime status beyond two (2) consecutive days or days of rest against his wishes.

Section 6. An employee regularly assigned to work at a shop, engine house, repair track or inspection point, and who reports out and in of said point within twenty-four (24) hours shall receive time and one-half hours in excess of eight in any twenty-four hour period involved.

ARTICLE X HOLIDAY WORK

Section 1. Federal regulations applicable to Federal Holidays shall apply. Employees shall be excused for all holidays now prescribed by law and any that may be later added by law and all holidays designated by Executive Order shall be observed as regular holidays. If a holiday falls on the employee's first rest day within the normal work week, the preceding day shall be treated as the holiday for leave and pay purposes and if the holiday falls on the employee's second rest day, the following day shall be treated as the holiday for leave and pay purposes. All hours worked within the hours of the assignment, shall be paid at the regular

basic rate of compensation for the day. When possible, Management will notify all employees who are to work on a holiday five (5) days prior to the holiday to be worked; a list of employees expected to work on a holiday shall be posted in their work area at least five (5) work days in advance of such holiday.

Section 2. Management agrees that employees will not be scheduled to work on a holiday; prescribed by Federal Law or Executive Order, solely to avoid overtime work that otherwise would be performed on a day outside the basic work week.

ARTICLE XI

SICK LEAVE

Section 1. Sick leave shall be granted employees when they are incapacitated for the performance of their duties by sickness, injury, or for

medical, dental, or optical examination or treatment, or when a member of the immediate family of the employee is afflicted with a contagious disease.

Section 2. An employee who is absent on account of sickness shall notify his superiors or other appropriate person prior to the start of their shift on the first workday of his absence, or as soon thereafter as possible. Second and third shift employees shall notify their department or shop prior to the start of their shift or as soon thereafter as possible. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval prior to the beginning of the leave, except in the case of emergencies.

Section 3. A medical certificate for absence of three (3) workdays or less will not be required, except where there is reason to believe the employee is abusing sick leave privileges. In such cases the employee will be verbally advised that the sick leave privilege is being abused. When there is no

improvement the employee will be advised, in writing, that he will be required to submit a medical certificate for each subsequent absence for illness. Medical certificates will not be required for holidays or days outside the employee's workweek. It is further agreed that Management and the employee will review the sick leave record of each employee required to furnish a medical certificate periodically, and where such review reveals no substantial evidence that the employee has abused sick leave privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) workdays or less unless an abuse recurs.

Section 4. An employee sent home by the Chief Medical Officer will be provided transportation by Management in those cases where the medical officer determines such transportation is necessary.

Section 5. When an employee is

assigned a temporary restricted work classification, as determined by the Medical Officer, Management will make every effort to place the employee on a job, if available, within the prescribed restrictions.

Section 6. Management agrees to advance sick leave in accordance with applicable regulations to permanent employees, not to exceed thirty days when there is reason to believe the advanced sick leave will be earned after return to work.

ARTICLE XII

ANNUAL LEAVE

Section 1. Annual leave is afforded by law. Employees shall accrue leave in accordance with regulations. Approval of an employee's request for annual leave will be granted when his request is submitted with reasonable advance notice. Approval of requests for annual leave for unforeseen reasons will be considered as the circumstances warrant.

Section 2. Every attempt consistent with the workload will be made to satisfy the desires of the employees with respect to the approving of extended annual leave for vacations. When Management finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee(s).

Section 3. Applications for specific days of annual leave for vacation purposes will be granted on a seniority basis and in the event of a coinciding request date the senior employee of the affected area of the Alaska Railroad shall receive preference. Filing date for vacation leave shall be February 1 of each year.

ARTICLE XIII

LEAVE OF ABSENCE

Section 1. A reasonable number of employees may be granted annual leave, leave without pay, to accept temporary Union position or to attend conventions

or meetings of the Union as defined in Executive Order 11491. Employees may be granted leave of absence with or without pay for other purposes.

Section 2. Management agrees to grant upon request of the Union, leave without pay for employees to act as full-time representatives for the Union.

Section 3. Management recognizes the obligation to provide employment at the end of the extended leave without pay granted for employees as full time Union representatives within the rating the employee held upon his request for leave and in the current pay status of such rating at the time the employee returns to work, also recognizing the bumping and retreating rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction in force action during the period of leave of absence.

Section 4. All employees in approved leave of absence without pay status shall accrue all rights and

privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program in accordance with current law and regulations.

Section 5. Each Reservist of the Armed Forces or member of the National Guard who is a permanent employee is entitled to leave of absence from his duties without loss of pay or seniority for not exceeding fifteen (15) calendar days in any calendar year in which he has been called to active duty.

Section 6. Employees shall not be granted leave of absence without pay for the purpose of accepting outside employment unless given written permission prior to leave jointly by the Management and the Union. Employees giving false reasons for the purpose of obtaining leave will be subject to discipline.

Section 7. An employee on leave or temporarily absent from his assignment for any cause, must notify his

foreman of his return thereto at least one (1) hour prior to the quitting time of his assignment on the working day next preceding his return, except in the case of sick leave.

Section 8. Duly accredited representatives of the employees and other employees employed exclusively by the organization shall be considered as in the service of the Carrier and may return to their former position or exercise seniority within thirty (30) calendar days after release from such employment.

Section 9. An employee unavoidably detained from work will not be discriminated against. Unless prior notice of expected absence has been given, notice to foreman must be given as quickly as possible, and failure to do so, or habitual absence from work without a good cause will be considered cause for discipline.

ARTICLE XIV

MERIT PROMOTION

Section 1. The Employer will

utilize employees' skills and potentials to the fullest extent practicable. Employees will be promoted on the basis of merit without regard to race, color, religion, sex, age, or membership or nonmembership in employee organizations. The over-all objective of the merit promotion program is to assure that positions are filled with the best qualified persons available and to assure that all employees have an equal opportunity to apply for advancement.

Section 2. The Union recognizes that the Employer has the option of filling positions by repromotion, or by methods other than promotion such as appointment, reinstatement, reassignment, or transfer provided the person selected is in the best qualified group using the same qualification standards as for evaluating applicants for promotion. Management agrees that whenever possible to utilize existing employees from within the activity to fill vacant positions when qualified employees are available.

Section 3. All Alaska Railroad merit promotion program opportunities will be advertised through issuance of

announcements within the area of consideration on all Official Bulletin Boards. Announcements will be open for at least ten working days when advertising is confined to the Alaska Railroad.

Section 4. The Alaska Railroad will normally be the minimum area of consideration. If an announcement fails to provide a sufficient number of highly qualified candidates the area will be expanded. The Union will be notified in advance of expansions of areas of consideration and upon request the Employer will consider the Unions views concerning the necessity for such expansions.

Section 5. Upon request, each applicant will be told whether he was eligible for promotion on the basis of minimum qualification requirements, whether he was in the group from which selection was made, who was selected for promotion, and in what areas he should improve himself to increase his chances for promotion.

Section 6. In accordance with Civil Service Commission directives, qualification standards for promotion

are those prescribed in Commission Handbook X-118-C for ungraded positions as supplemented by Department of Transportation directives. These standards prescribe elements for each occupational area and level of the occupation. In accordance with the Federal Personnel Manual the following consideration may be used in evaluating these job elements.

a. Written Tests. Appropriate validated written tests which are either required or approved by the Civil Service Commission may be used. Written tests may not be used as the sole means of evaluating candidates; they may be used as only one part of the evaluation process with due weight given to the appropriate factors.

b. Appraisals of Performance. Appraisals of performance must be considered as one factor in evaluation of basically eligible candidates. When an employee has worked for a particular supervisor for less than six (6) months, a second, foreman (leadingman) supervisory appraisal will be obtained. An employee is entitled to see, upon his request, any production record or any supervisory appraisal of past performance used in considering him for

promotion. An employee, however, is not entitled to see a supervisory report on potential which is a recorded judgment of the supervisor's estimate or prediction of how well the employee is likely to perform at a level or in a kind of work different from one in which he has already performed.

c. Experience. In evaluating experience the type and quality of experience is considered in relation to the requirements of the position to be filled. Length of service or length of experience is evaluated when there is a clear and positive relationship with quality of performance and for breaking ties.

d. Awards. Due weight will be given awards received by employees in terms of qualifications indicated such as initiative, resourcefulness and planning ability and their bearing on the requirements of the position to be filled.

e. Training and Self-Development. Training and self-development which would increase the employee's potential for

effective performance in the position to be filled must be considered.

Section 7. Employees selected for promotion will be notified promptly of their selection and released from their former positions as soon as practicable, normally with two weeks' notice. An employee will be paid at the pay level of the position for which selected, starting with the effective date of promotion, in accordance with applicable regulations.

Section 8. Questions or complaints about the promotion program should be resolved informally if possible with immediate supervisors and the Personnel Officer. The formal means for resolving complaints is then through the grievance procedure.

Section 9. When practicable the duties of a supervisor who is absent for a time less than thirty (30) days will be assumed by another supervisor. When this is not practicable, a qualified employee will be assigned as acting supervisor. When an employee is so assigned for a period of thirty (30) days or more, a temporary promotion will be made under applicable rules and regulations.

Section 10. When a vacancy occurs, a Certificate of Eligibles will be forwarded to the Selecting Official containing the names of the best qualified applicants and shall be grouped alphabetically and the certificate shall state that the names are not listed relative to qualifications. The Selecting Official may interview candidates on the Certificate of Eligibles. If one (1) candidate is interviewed all candidates will be interviewed if available.

Section 11. Merit promotion announcements will show the job requirements for which an applicant's qualifications are evaluated in terms of the skills, knowledge, abilities, and potential needed to perform the job for which the applicant is being considered. Merit promotion announcements shall not contain key or restrictive clauses that tend to favor one employee or a group of employees for a particular position.

Section 12. A merit promotion opportunities announcement may not be modified after the promotion process is under way unless an inappropriate

announcement has been released. Modified announcements will be in accordance with Section 3 of this Article and all employees eligible under the modified announcement shall be considered for promotion.

Section 13. The Employer agrees to consult with the Union on any revisions or amendments to the Merit Promotion Plan.

ARTICLE XV

REPromOTION

Section 1. Any employee demoted without cause will be advised in writing of his entitlement to special consideration for repromotion.

Section 2. Any employee demoted without cause must be considered for repromotion before other means are used to fill a position. Although he is not guaranteed repromotion he should be repromoted as an exception to competitive procedures if he is well qualified for the position unless there are persuasive reasons for not doing so.

ARTICLE XVI

DEADHEADING

Section 1. Regularly assigned employees ordered by the Management to deadhead outside of assigned hours to or from a point to perform service shall be paid actual travel time at straight time rates not less than eight (8) hours per day. Travel in excess of eight (8) hours per day will be paid as travel time at straight time rates, and will not be counted against the basic work week of forty (40) hours. Where meals and lodging are not furnished by the Carrier, travel expenses will be allowed in accordance with Standard Government Travel Regulations. Positions requiring travel as a regular part of their assigned duties will not be paid travel time in excess of their assigned hours.

ARTICLE XVII

PERSONNEL MOVEMENTS IN RIF SITUATIONS AND REHIRING

Section 1. It is agreed that all

possible action will be taken to avoid
: minimize the impact of a reduction-in-
: force prior to separating employees.
: such action will include restricting
: recruitment, meeting ceiling limitations
: through attrition, reassigning employees
: in surplus positions and terminating
: limited appointments.

Section 2. Management agrees to
notify the Union of the necessity for
reduction-in-force as far in advance as
practicable and of the reasons therefor.
Management also agrees to inform the
Union of the affected competitive levels
and the number of employees affected,
when this information is available.

Section 3. It is agreed that
Management, to the extent consistent
with the installation's manpower require-
ments, will make an effort to reassign
employees whose positions are eliminated
because of automation or adoption of
labor saving devices. It is agreed that
management will make practical effort to
train employees, when necessary for
reassignment, whose positions are
eliminated because automation or adop-
tion of labor saving devices.

ARTICLE XVIII

REVIEWS OR JOB DESCRIPTIONS AND REQUIREMENTS

Section 1. The activity program for determining the ratings of positions of employees in the unit is conducted in accordance with the applicable Department of Transportation regulations. To assure that ratings are appropriate to the work currently being performed by the employees in the bargaining unit, Management agrees to and shall conduct a continuing Review of such ratings throughout the activity. In any case where a modification of a job description of any position in the unit is proposed to the extent that either the rating, title, pay level, or qualification requirements for the rating would be affected, the proposed change will be discussed verbally or in writing by Management with the Employee prior to the effective date of any such change.

Section 2. Any employee in the unit who alleges that his position is improperly described or rated may discuss

the matter with his supervisor, who will, upon request, arrange for review of the employee's rating by personnel of the Personnel Office. The review shall include discussion with the employee and with his supervisor to determine the employee's actual regular work assignment over a representative current period and comparison of such assignments to the related job descriptions and/or rating definitions. Management agrees to consider fully all pertinent facts including those presented by the employee. If the employee's complaint is not resolved to the satisfaction of the employee, Management shall notify the employee in writing of the findings, the basis of the findings, and shall outline the employee's appeal rights. In requesting a review of his position rating and in the discussions described above, the employee may have and shall be entitled to representation by his Union.

Section 3. Upon request by the employee and/or his representative, Management agrees to produce all pertinent and current data on the grade and job standards of the employee's

particular job. The information will include how the grades, job standards, and titles were established and the type of work actually required under these standards.

Section 4. It is agreed that Management will advise the Employee when a job rating is to be changed due to reclassification actions to a lower grade, and at least thirty (30) days prior to effecting personnel action.

Section 5. The Union may present supporting evidence to Management regarding the local application of position classification standards and the equity of classification results.

ARTICLE XIX

DISPOSITION OF UNIT WORK

Section 1. Nothing in this agreement shall be construed to prevent operators of equipment and machines from making minor repairs to equipment they operate incidental to the continuous operation of their equipment and machinery, outside the shop.

Section 2. None but mechanics or apprentices regularly employed as such shall do mechanics work of each craft. This rule does not prohibit foremen in the exercise of their duties, or foremen at points where no mechanics are employed, to perform work.

Section 3. 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 capable, perform the work of any craft (including welding) that may be necessary.

Section 4. An employee notified to work a full shift on his day of rest, Sundays or holidays, will be allowed to complete the shift unless relieved at his own request.

Section 5. Management agrees that as a matter of practice, supervisors at Anchorage shall not be assigned to perform the duties as outlined in job descriptions of Unit employees except when instructing or training employees.

ARTICLE XX

APPRENTICE TRAINING PROGRAMS AND RE-TRAINING

Section 1. It is mutually agreed that the Apprentice Training Program is of vital interest to Management and the Union. The objective of the Program is to provide organized on-the-job and academic training and instruction to qualified employees to develop skilled journeymen and potential leaders in the trades areas necessary to the mission of this unit.

In this regard, cognizant Shop Heads will coordinate the on-the-job training in order to insure that apprentices receive broad and well-rounded experience in their respective trades. All apprentice training assignments shall be scheduled and recorded to insure that all apprentices are afforded the opportunity to qualify in each phase of training, as defined in the Apprentice Training schedule developed by Management and the Union for each trade.

Section 2. Management agrees to recognize a Union apprentice training committee within the Machinist bargaining Unit of not more than three (3) members appointed by the Union and three members appointed by Management, to serve on such committee. This committee shall have the right to a reasonable review of apprentice training programs affecting employees in the bargaining unit for the purpose of assisting Management in insuring a continuing effort to strengthen and improve the apprentice training program. It is further agreed that the Union apprentice and training committee shall meet once every two (2) months or upon the request of either party for the purpose of discussing the overall effectiveness of the apprentice training program.

Section 3. Management agrees that apprentices will be assigned to either an apprentice instructor or a skilled journeyman who will be under the personal supervision of a supervisor, who shall be responsible for their training while so assigned. Assignments will be made, to the extent permitted by

work requirements, primarily to expose the apprentice to a variety of jobs with increasing complexity and responsibility during the programmed apprentice term.

Section 4. The time a journeyman is engaged in instructing apprentices, when assigned, will not be considered by the immediate supervisor in judging productivity of that particular journeyman.

Section 5. Whenever technological changes require the use of a composite job rating which will utilize the skills of more than one (1) craft or trade, Management agrees to make every reasonable effort to train employees from trades affected by the new rating and to secure employees for such training from within the activity. In securing employees for such on-the-job training, Management agrees to the use and principles of a merit promotion system with respect to their selection and appointment to such training programs.

Section 6. In recognition of the mutual advantages to Management and to the employees, Management agrees to utilize existing employees from within the activity when training for any new

job ratings which may be determined necessary for establishment within the activity to carry out the mission.

ARTICLE XXI

SAFETY

Section 1. Management will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Management will welcome from any individual employee or from the Union, suggestions which offer ways of improving safety conditions.

Section 3. It is agreed that the Union will appoint an appropriate number of qualified employees to serve as the Union's representatives on Management's Safety Committees.

Section 4. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When unsafe or unhealthy conditions are observed by the Union representatives they should report them to the immediate supervisor. When such safety and industrial health matters are of general interest, the Union may present the problem to Management's safety committees or bring the matter to the attention of appropriate supervision for mutual consideration by Management and the Union.

Section 5. The Union and Management will make every effort to prevent accidents of any nature. Should such accident occur, however, a prime consideration will be the welfare and comfort of injured personnel.

Section 6. When it becomes known that an accident has resulted in a disabling injury, management agrees to notify the Union promptly of the circumstances.

Section 7. 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, and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case. Settlements will be made in accordance with Employee's Compensation benefits.

Section 8. When employees covered by this agreement are required to transfer from hot work to cold work, they will be allowed sufficient time to cool off before such transfer is made.

Section 9. Pits and floors, lockers, toilets, washrooms and lunchroom will be kept in good repair and in a clean, dry and sanitary condition.

Section 10. Operators of sandblast or paint sprayers will be required to use utmost care not to disturb other employees working in immediate vicinity.

Section 11. All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

Section 12. Shop 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 emergency work required to trains or in train yards.

Section 13. No employee will make repairs to engines or cars standing on main track or side track in yards without being protected by a blue signal in place provided thereto on engine and car at both ends of the train to prevent cars from being coupled to or moved while he is making repairs. If signals are placed by the employee, he alone must remove them.

Section 14. When circumstances permit every effort will be made to clean locomotives prior to truck changes or other major work.

ARTICLE XXII

COMMITTEE ASSIGNMENTS

Section 1. The Union agrees to cooperate with Management in the development of policies and procedures for programs which involve charitable

solicitations to include qualified Union representation on Management committees for such purposes,

Section 2. The Union will appoint qualified representatives to assist Management in evaluating suggestions and incentive awards.

ARTICLE XXIII

CIVIC RESPONSIBILITIES

Section 1. When an employee is absent from duty and in attendance in court as witness in behalf of the United States, or for jury duty in any State court or court of the United States, the absence from duty shall not be charged against annual leave but shall be recorded as "court leave" for the employee's regular tour or tours of duty.

Section 2. On receipt of a summons to appear for jury duty, the employee shall advise his supervisor. While the duty to serve as a juror is one of the precious privileges and responsibilities of American citizenship, with which the railroad management concurs, there are instances when the absence of the employee from duty would work an undue hardship. The Personnel Officer shall investigate these hardship cases when brought to his attention by the Branch head.

Section 3. An employee answering summons for jury duty shall require written certification of attendance from the clerk of the court. This form shall be attached to Standard Form 71 and presented by the employee to timekeeper as authority for allowance of court leave.

Section 4.

a. Since court does not ordinarily convene until 10:00 a.m., an employee called for jury duty shall be required to report on his Railroad assignment at the starting hour and continue work until such time as it is necessary to leave for court. The only exception to this requirement shall be in those instances where the foreman or other supervisor finds it would be an undue hardship to comply therewith and so informs the appropriate timekeeper in writing.

b. When an employee is excused from duty by the court for as much as one and one-half (1-1/2) hours prior to time for stopping work at noon or evening, he shall return to duty unless advance authority for nonreturn, due to definite hardship being involved, is obtained from foreman or other supervisor.

Section 5.

a. An employee serving as a juror in State or municipal courts shall be instructed to collect all fees and allowances payable on account of the jury service. The employee must forward the fees so collected to the Treasury section, Accounting Branch, The Alaska Railroad, endorsed with "Pay to The Alaska Railroad"; otherwise, payroll deduction shall be made from compensation due him. The employee may keep allowances for mileage and subsistence to cover his actual expenses incident to the jury service; however, payment of per diem is prohibited since it is a form of compensation for services rendered.

b. An employee who performs jury service on rest or layover days is entitled to retain the fees received for such service.

Section 6. An employee who desires to vote or register in an election or in a referendum on a civic matter in his community may be granted time off without charge to annual leave. When the polls are not open at least three hours

either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires lesser amount of time off.

ARTICLE XXIV

SPECIAL TOOLS - CLOTHING - SERVICES

Section 1. Management agrees to bear the full expense of all special tools, protective clothing and equipment that employees use in the performance of their duties.

Section 2. Management agrees to bear the expense of paying the difference between work shoes and safety shoes.

Section 3. Management agrees to provide space on official bulletin boards and offices for the posting of union notices and similar information material.

ARTICLE XXV

GRIEVANCE PROCEDURE

Section 1. An employee who has passed his probationary period satisfactorily or whose application has been formally approved shall not be disciplined or dismissed without a fair hearing by the designated officer of the Railroad. He may, however, be held out of service pending hearing. At a reasonable time prior to the hearing and not less than forty-eight (48) hours, such employee shall be apprised, in writing, of the precise charge against him within thirty (30) calendar days of knowledge by the Management of the alleged offense. The hearing shall be held within ten (10) calendar days of the date when charged with the offense. A decision will be rendered within ten (10) days after completion of hearing. The time limits in this rule may be extended by mutual agreement.

Section 2. The right of appeal by employees or their duly accredited representatives in the regular order of succession up to and including the highest officer designated by the Management to whom appeals may be made

is hereby established. When appeal is taken, further hearing shall be granted, if requested of the official to whom appeal is made. Appeals will be registered within a reasonable time after decision is given and a copy furnished official whose decision is appealed. Hearings and decisions on appeals will be given within ten (10) calendar days from date appeal notice is received by the officer to whom appeal is taken. The time limits in this rule may be extended by mutual agreement.

Note: No appeal will be handled except in accordance with the above procedure.

Section 3. At hearings an employee may be assisted by one or more duly accredited employee representatives. Disputes growing out of personal grievances and/or out of the interpretation or application of agreements or practices concerning wages, rules or working conditions between the parties hereto may be handled by one or more duly accredited representatives, first with the immediate supervisory officer and, if not satisfactorily settled, may be appealed by the representative in the order of succession up to and including the highest official designated

by the Management to whom appeals may be made. At each step Management will render a decision within ten (10) days.

Section 4. Investigations and hearings shall be held whenever possible at home terminals of employees involved and at such time as to not cause employees to lose rest or time. Employees shall have reasonable opportunity to secure the presence of duly accredited representatives and/or necessary witnesses. Upon request of the employee or his representative all necessary existing records of Management pertinent to the case at hand shall be made available for their use. In the process of the hearing, the Union will be permitted a court recorder or a tape recorder.

Section 5. A copy of all statements made a matter of record at investigations or hearings shall be furnished to the employee and to his duly accredited representative.

Section 6. If an employee is suspended, the suspension shall date from the time he was taken out of service.

Section 7. If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge. If suspended or dismissed, the employee shall be reinstated and paid for all time lost.

Section 8. An employee who considers himself unjustly treated, or that any of the provisions of this agreement have been violated, shall have the right of investigation, hearing, appeal and representation as provided in Sections (1), (2), (3), (4) and (5), if written request, which sets forth the employee's grievance is made to his superior within thirty (30) calendar days of knowledge by the employee of the alleged unjust treatment.

Definition of Investigation:
An inquiry conducted by the Management to determine cause and responsibility and to make search or inquiry for truth or facts prior to conducting a hearing. Employees are not disciplined as a result of an investigation except new employees who have not passed their probationary period of employment.

Definition of Hearing: A hearing (a trial) conducted after an investigation has developed cause and responsibility. At such hearings an employee or employees must be given proper notice under these rules and apprised in writing of the precise charge or charges against him. Employees may be disciplined or discharged as a result of a hearing. Appeals are based on hearings, not on investigations.

The enforcement of discipline by merit record will apply to employees of the unit.

The advantages of this system are:

1. (a) To the employee, enabling him by good conduct to insure permanency of employment.
- (b) To the Railroad, in increased efficiency of such permanent employees.
- (c) To avoid loss of wages and consequent hardships

1. (c) cont'd.
to employees and their families because of being deprived of their regular income.
- (d) To promote good conduct and encourage careful and efficient service.
2. No discipline by record will be made for less than five (5) or more than sixty (60) demerits.
3. Where demerits are given for unsatisfactory service, cancellations upon record will be given as follows:
 - (a) A clear record for six (6) months will cancel five (5) demerits.
 - (b) A clear record for one (1) year will cancel thirty (30) demerits.
 - (c) A clear record for eighteen (18) months

3. (c) cont'd.
will cancel sixty (60) demerits.
4. When an employee's demerits have accumulated to the number of ninety (90), he will be dismissed from the service.
5. An accumulation of demerits showing that an employee is not desirable for the service will first be given special consideration, but when the service of an employee is so generally unsatisfactory as to unfit him for further service, dismissal will follow.
6. Any permanent employee, who is not serving a probationary period and has completed one year of continuous employment, subject to discipline resulting from hearings and accumulation of demerits involving removal, suspension for more than thirty (30) days, furlough without pay or reduction in pay shall be afforded the provisions of Civil Service Commission regulations relative to adverse

actions. These regulations shall be quoted to the employee, including, but not limited to a Notice of Proposed Action, Receipted Delivery Notice, Thirty day Pay status, time for employees response and evaluation of same and Notice of Decision.

ARTICLE XXVI

ADVISORY ARBITRATION

Section 1. If Management and the Union fail to settle any grievance arising under Article XXV titled Grievance Procedure with respect to the interpretation, application, or alleged violation of this Agreement or of any policy or decision of Management, such dispute shall, upon written notice by the party requesting arbitration to the other party, be referred to Advisory Arbitration. Such written notice must be served not later than thirty (30) days following the conclusion of the last step of the grievance procedure.

Section 2. Within seven (7) days from the date of receipt of the arbitration request, the parties shall

meet for the purpose of endeavoring to agree on the selection of an arbitrator, and the wording of the question to be resolved. If agreement cannot be reached, then either party may request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five (5) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The fee and expenses of the arbitrator shall be borne equally by Management and the Union provided that the cost to Management for arbitrator's fee shall not exceed that amount authorized by rules and regulations. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday, and all employee representatives, not to exceed two (2), employee appellants and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 4. The arbitrator is requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. It is agreed and recognized that arbitration as provided herein is advisory in nature.

Section 6. The arbiter shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall, however, have no authority to add to, subtract from, or modify the terms of this Agreement and shall confine his findings to the question submitted.

Section 7. In those cases where either party deems it necessary, it may arrange that a transcript of the hearing be made by a qualified court reporter. The party making such arrangement shall bear the full cost thereof. If both parties request a copy the cost will be shared equally. If the arbiter requests that he be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by Management and the Union.

Section 8. The Head of the activity shall render his decision on the advisory arbitration within twenty (20) calendar days from receipt of the arbitrator's decision.

ARTICLE XXVII

SENIORITY

Section 1. Mechanics, helpers or apprentices permanently transferred from one point to another will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will be established as of the date service is first performed at point to which transferred. Junior employees will be compelled to accept a permanent transfer to another point.*

*Senior employees temporarily transferred will not be compelled to accept a permanent transfer to another point.

Section 2. Employees temporarily transferred to fill vacancies of less than thirty (30) days at the direction of the Management under a forced rule will be allowed expenses in accordance with Standard Government Travel Regulations

for not to exceed thirty (30) days.

Section 3. Employees now filling or promoted to official positions beyond the scope of this agreement shall retain and continue to accumulate seniority in the class from which promoted.

Section 4. An employee taken from any craft for assignment to special service will retain his seniority and be considered on leave of absence from his department while performing such special service.

Section 5. Employees on extended leave of absence for vacation, sickness or other authorized leave, upon returning to service will be permitted to return to their former positions or may exercise displacement rights on new jobs or vacancies created during his absence. If such employee returns to his regular position, the employee who was relieving him will return to regular position. If a returning employee displaces another employee assigned during his absence, the displaced employee may exercise seniority in like manner to other positions for which he is qualified.

Such actions are to be accomplished upon return or within three (3) days thereafter.

Section 6. Seniority of Mechanics, helpers and apprentices covered by this agreement in each craft shall be confined to the point at which employed.

Section 7. The indiscriminate exercise of seniority to displace junior employees, which practice is usually called "rolling" or "bumping", will not be permitted. However, an employee whose assignment is discontinued, or who may be displaced from his position by other causes, will be permitted to exercise seniority on any job occupied by a junior employee on his seniority list.

Section 8. When the force is reduced, seniority will not govern. Civil Service Commission Regulations shall apply for Reduction in Force.

Section 9. Separate seniority rosters, at their respective points will be maintained for Machinists, Heavy Equipment Mechanics, Electricians, Sheet

Metal Workers, Pipe and Steamfitters,
and Mechanics' Helpers.

ARTICLE XXVIII
BULLETINING POSITIONS
WITHIN MULTIPLE APPOINTMENTS

Section 1. Vacancies of thirty (30) days or more shall be bulletined for five (5) days before being permanently filled. The oldest employee in point of service in the respective craft, if qualified by experience to efficiently handle the work, will be assigned. Employees desiring to avail themselves of this rule will make bid, in writing, to the official in charge, duplicate copy to local chairman, the Management to make assignment.

Section 2. An employee exercising his seniority rights under this rule will do so without expense to the Carrier; he will not lose his right to the job he left, and if after a fair trial not to exceed thirty (30) days he fails to qualify for the new position, he will return to his former position. The next senior qualified man bidding will be assigned. In the event there are no bids, the youngest employee will be assigned.

Section 3. Official Bulletin Boards shall be used at all shops, repair points, and roundhouses where proper notices of interest to employees and job bulletins may be posted. Access to such board will be made available to accredited Union representatives for posting such notices as are necessary.

Section 4. Employees covered by this Agreement, who have been assigned in a multiple appointment, performs work for four (4) hours or more in a position authorized with a multiple appointment shall be paid for the rate of the work performed consistent with the grade assignments authorized in multiple appointment.

Section 5. Advertised vacancies may be filled in testing status pending an assignment.

ARTICLE XXIX

DURATION AND CHANGES

Section 1. This agreement when approved by the parties for the Union and the Management shall become effective on January 16, 1970. After such approval renewal of this Agreement will be automatic from year to year, provided that this Agreement shall terminate

automatically effective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with Executive Order 11491.

Section 2. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing to the General Manager and must be accompanied by a summary of the amendment or amendments proposed. Within sixty (60) days after receipt of such request, representatives of Management and the Union will meet to negotiate the matter, and no changes other than those covered by the summary shall be considered. A written notice of desire to alter and amend by renegotiation shall not have the effect of terminating this Agreement.

Section 3. This Agreement supersedes all previous Agreements for employees covered by this Agreement.

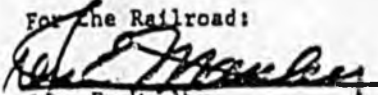
Section 4. The Articles of this Agreement have been negotiated in good faith and are presumed to be consistent with existing laws enacted by the U. S. Congress, applicable Department of

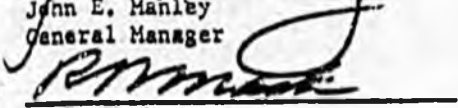
Transportation and Civil Service Commission regulations and Executive Orders. The provision of any existing or future contrary decree with respect to and which affect this agreement shall become a part thereof.

Section 5. It is agreed that this Agreement shall take precedent and no other Agreement shall be the basis for grievances.

Dated at Anchorage, Alaska Jan. 16, 1970.

For the Railroad:


John E. Manley
General Manager


R. R. Mack
Personnel Officer

For the Organizations: International
Association of Machinists & Aero-
space Workers


Charles C. Temple
Grand Lodge Representative

THE ALASKA RAILROAD

Memorandum of Understanding No. 1
to the
Schedule of pay, rules and regulations
governing Machinists, Heavy Equipment
Mechanics, Electricians, Sheetmetal
Workers, Pipe and Steamfitters,
Mechanical Helpers and Apprentices

Article I, Recognition and Unit Designation,
Section 2, is understood to mean: Management
recognizes that the Union is the
exclusive representative of all non-
supervisory blue collar employees in the
organizing unit consisting of the follow-
ing journeymen, helpers and apprentices
of the Motive Power and Equipment Branch:
Machinists, Heavy Equipment Mechanics, Pipe
and Steamfitters, Electricians and Sheet-
metal Workers. The Union recognizes the
responsibility of representing the interests
of all such employees by the provisions of
this agreement.

Article II, Responsibilities and Rights of
Management, Section 1, is understood to
mean: The right to make reasonable rules
and regulations shall be considered acknowl-
edged functions of Management. In making
rules and regulations relating to personnel
policies, and practices and procedures, and
matters of working conditions, Management

For the Organizations: (Con't)

James W. Moody
James W. Moody
Business Manager, Local 1735

Luther R. Augenstein
Luther R. Augenstein
General Chairman, Local 1735

Frederick P. McLoud
Frederick P. McLoud
President, Local 1735

due regard and consideration to
of the Union and the employees
obligations imposed by this
and the provisions of Executive
91 as amended, and is subject to
wing requirements:

in the administration of all
covered by the agreement, officials
employees are governed by existing or
laws and the regulations of approp-
authorities, including policies set
the Federal Personnel Manual; by
agency policies and regulations
in force at the time the agreement was
and by subsequently published
policies and regulations required
or by the regulations of approp-
authorities, or authorized by the
a controlling agreement at a
agency level;

management officials of the agency
the right, in accordance with appli-
laws and regulations --

- (1) to direct employees of the agency;
- (2) to hire, promote, transfer,
and retain employees in positions
the agency, and to suspend, demote,
reassign, or take other disciplinary action
employees;
- (3) to relieve employees from duties
of lack of work or for other legit-
imate reasons;

(4) to maintain the efficiency of the Government operations entrusted to them;

(5) to determine the methods, means, and personnel by which such operations are to be conducted; and

(6) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Article XI, Sick Leave, Section 3: The word "periodically" is understood to mean six (6) months.

Article XXI, Safety, Section 6, is understood to mean: When it becomes known that an accident has resulted in a disabling injury, the Master Mechanic will notify the Union promptly of the circumstances.

Article XXV, Grievance Procedure: All references to the term "hearing" within the grievance procedure are understood to mean "formal investigations".

Section 3 is understood to mean: At formal investigations an employee may be assisted by one or more duly accredited employee representatives. Disputes growing out of personal grievances and/or out of the interpretation or application of agreements or practices concerning wages, rules or working conditions between the parties hereto may be handled by one or more duly

red representatives, verbally
the General Foreman and the
mechanic. If not satisfactorily
they may be appealed by the
representative in writing to the Chief
Industrial Officer, then to the Operations
Manager, and then to the General Manager.
Written step Management will
make a decision within ten (10) days.

Anchorage, Alaska August 1, 1974

INTERNATIONAL ASSOCIATION OF
STEEL & AEROSPACE WORKERS:

Thomas C. Temple

C. Temple

Local Representative

James W. Moody

Moody

Local Manager, Local 1735

Forrest L. Whities

Forrest L. Whities

Chairman, Local 1735

Harry C. Simpson

H. Simpson

Local Manager, Local 1735

FOR THE ALASKA RAILROAD:

Sgd./ G. V. Randall

G. V. Randall

Chief Mechanical Officer

Sgd./ R. R. Mack

R. R. Mack

Personnel Officer

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ALASKA RAILROAD
LABOR POLICY STATEMENT

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Preamble. This Basic Agreement is agreed to in the interest of developing sound relations between the employees and management of The Alaska Railroad. The public interest requires high standards of employee performance and modern work practices to improve employee performance and efficiency. Observance of its terms by management and employees, as well as by their representatives, should result in the joint determination of fair and reasonable hours regulations and working rules; in the prevention of grievances and in the prompt and orderly settlement of all differences between labor and management; in stabilizing employment, and in developing systematic labor-management cooperation for safety, mutual benefit and good service to the patrons of the Railroad and the State of Alaska.

The Alaska Railroad as an agency of the Government of the United States is dedicated to the accomplishment of certain public purposes as provided in the Act of March 12, 1914, which directed the President of the United States to construct and operate a railroad in the Territory of Alaska (now the State of Alaska). Among these

public purposes are the furtherance of the development of Alaska and the support of national defense. The duties and responsibilities necessary to accomplish these public purposes have been vested by Executive Order of the President No. 11107, dated April 25, 1963, and by the Transportation Act of 1967, in the Secretary of Transportation; and the Secretary, by appropriate orders and regulations, has delegated certain responsibility for operating the Railroad to its General Manager.

Section 1. Definitions

Labor Organizations: the term "labor organization" means any organization, union, or employee representation committee in which employees participate and which exists for the purpose, in whole or in part, of providing representation for members employed on the Railroad in dealing with the management officials on hours, conditions of employment, grievances, disputes and other matters pertinent to their employment. This term does not apply to employee welfare organizations, recreational associations, credit unions, or similar associations.

Representatives of Labor Organizations: This term includes those individuals, either employees or non-employees of the Department, who are accredited by the employees to represent their interests in relationships or dealings with management officials on matters relating to their employment.

Management Officials: This term includes those employees at all levels of the Railroad's organization, in both line and staff capacities, who have significant responsibilities in supervising, directing and managing program activities and administrative matters which involve decisions or actions affecting employee groups.

Basic Labor Agreement: This term refers to the written document negotiated by management officials and representatives of employees, which concerns itself primarily with matters of broad principle, policy, and procedure which will govern the relations of the parties thereto in the negotiation of working conditions, the settlement of disputes and grievances, and related matters.

Supplementary Labor Agreement: This term refers to the written agreement or series

of agreements which are negotiated and made effective between management officials and representatives of employees within the purpose and in the implementation of the general policies and guidelines of a basic labor agreement.

They may not delete, modify or otherwise nullify any of the policies and procedures which have been incorporated in the Basic Labor Agreement.

Labor-Management Negotiations: This term is used interchangeably with the term "Collective bargaining".

Section 2. Compliance

2.1. It is recognized that in labor-management negotiations, and in the administering of all matters covered by this agreement, both the Railroad and the employees are governed by the provision of applicable federal laws and regulations.

2.2. If laws or regulations become effective, binding on the Railroad and inconsistent with the provisions of this agreement, the Railroad shall notify the representatives of the respective labor organizations. The labor organizations and the Railroad shall issue a joint statement of the change and its effect upon this agreement.

Section 3. Scope

This agreement is applicable to those employees of the Railroad represented by the International Association of Machinists and Aerospace Workers, blue collar category as enumerated in the Handbook of Blue Collar Occupational Families and Series.

Section 4. Employee Rights to Labor Representation

4.1. Employees of the Railroad have the right to form or join organizations and designate representatives of their own choosing, provided they do not form or join organizations which assert that employees in the service of the United States Government may strike or assist in such strike, or which advocate the overthrow of the United States Government by force or violence.

4.2. In the exercise of the right to form or join organizations and designate representatives, employees shall be free from any and all restraint, interference or coercion on the part of management, and the supervisory staff is prohibited from exercising any such restraint, interference or coercion. By the same token the designation of

individuals and officers to represent the management of the Railroad for the purpose of this policy is entirely the responsibility of the General Manager.

4.3. The labor organization may be required to submit a copy of its bylaws, and the names of its officers and representatives, and to make known by whom it is chartered. The identity of individual members or the number of members is not required, except in the determination of representation rights.

4.4. This section does not authorize participation in the management of a labor organization or acting as a representative of such an organization, by a supervisor, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee, nor shall a unit be established if it includes any management official or supervisor.

Section 5. Discrimination Prohibited

Appointments to the service of the Railroad are to be made strictly on the basis of merit and efficiency. No test of race, color, religious belief, or political affiliation, except as

prescribed by law, will be required of any employee, or considered in his appointment, promotion, demotion, transfer, retention in or termination of service with the Railroad, nor shall any employee of the Railroad nor anyone seeking employment be required to join or refrain from joining any duly accredited organization as a condition of appointment, promotion, demotion, transfer, retention in or termination of service.

Section 6. Determination of Bargaining Rights

6.1. The majority of the employees of any class or craft of the Railroad has the right to determine the organization which will represent the employees of such class or craft for the purposes indicated in the preamble.

6.2. In the initial determination of representation rights and in resolving disputes as to these rights, both employees and management are governed by the appropriate section of the Federal Personnel Manual as implemented by the Department of Transportation.

Section 7. Duty to Confer

7.1. If a craft or group of employees has properly designated an organization to represent them in accordance with the provisions of Section 6 above, the representatives of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter treat with such organizations and its officers for the purposes described in the preamble to this agreement.

7.2. Representatives of labor organizations or employees desiring to confer with management officials shall deal in the first instance with those Railroad officials who have primary responsibility over the case or subject matter which is the subject of conference.

7.3. Differences or disputes between an employee or group of employees and the Railroad, growing out of grievances or out of the interpretation or application of the terms of jointly promulgated schedules, having been handled by the employees or their representatives through established supervisory channels up to

and including the Branch Head concerned and the Personnel Officer, the General Manager will then call a conference. Conferences for the adjustment of such differences or disputes will be held whenever possible during the regular working hours, and when so held, labor organization representatives actually working will not lose pay, provided that the number of such representatives of the labor organizations concerned does not exceed two.

7.4. Conferences may be requested by the labor organization or the Railroad announcing their desire to revise the jointly promulgated agreements, and having given proper notice, the time and place for the beginning of such conferences will be announced. The time required by labor organization representatives in the employ of the Railroad when attending such conferences shall not be on official times when negotiating an agreement with agency management.

7.5. Leave as accrued may be granted to any other employee for attendance or observance of the above meetings, contingent on the availability of replacement personnel. In the interest of cooperation, in labor matters, the

Railroad will follow a liberal policy in allowing time off for such purposes, with reasonable limits and consistent with work requirements.

Section 8. Written Agreements

8.1. Working rules, in the determination of which employees, through accredited organizations, have participated - will be reduced to writing and will be promulgated as schedules over the joint signature of the General Manager and the officers of the organization or organizations representing the employees concerned. Such agreements shall be regarded as Supplementary Agreements as defined in Section 1 of this agreement.

8.2. The Railroad and the labor organizations further agree that, pending the determination or adjustment of any issue arising between them by means of the conference machinery and procedures hereinafter provided, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue.

8.3. The Railroad will not make unilateral changes in the terms of any labor agreement pending settlement of

outstanding differences through mutually agreeable procedures, except those that are dictated by over-riding Federal Law or Regulation.

Section 9. Scope of Negotiations

9.1. Management officials retain the right to direct employees in accomplishing the work of the agency; to hire, promote, transfer, assign, and retain employees in positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of the Government operations entrusted to them; to determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

9.2. Negotiable Items. The Alaska Railroad management shall negotiate with the unions, for the employees represented by the unions signatory hereto, for:

- a. The establishment of craft working rules.
- b. The establishment of grievance procedures and discussion of personnel policies and practices, or other matters affecting general working conditions.
- c. NOTE: The wage fixing system applicable to the employees subject to this Basic Agreement will be set forth in Section 9.4.

9.3. All requests for negotiation conferences shall be in writing and specify the subjects for discussion and the times proposed for consideration. Conferences between the parties shall begin as promptly as practicable. Every effort will be made by the negotiators to agree.

9.4. Wage Fixing System. The wage fixing system applicable to Alaska Railroad blue collar employees represented by the International Association of Machinists and Aerospace Workers shall be the system currently followed for their wage board employees by Army-Air Force installations in the State of Alaska. As soon as a coordinated wage fixing policy is promulgated by the Civil Service Commission for the wage

board employees in Alaska, such Federal coordinated system shall be substituted for the Army-Air Force wage fixing system referred to above. Details as to the application of this system will be set forth in a supplementary agreement.

Section 10. Disputes and Grievance Procedures

10.1 The parties to this agreement recognize that the prompt and orderly settlement of disputes in a fair and reasonable manner is essential to good labor relations and to the efficient accomplishment of the purpose for which the Railroad exists. To this end officials of the Railroad and employees and their representatives will make every effort to resolve their disputes at the first level of management where the dispute originates.

10.2. Detailed procedures for the handling of grievances shall be included in supplementary labor agreements between the parties signatory hereto.

Section 11. Bulletin Boards and
Distribution of Literature

Distribution of literature of a labor organization shall be permitted, provided the distribution is made by employees outside their regular working hours and does not interfere with the work assignments of other employees who may be on duty at the time. Notices posted by labor organizations on Government bulletin boards and literature distributed on Government property shall contain the name of the organization issuing or sponsoring it, and shall contain nothing that would imply official sponsorship or endorsement by the Railroad. The material must pertain specifically to the business of the labor organization and shall not contain statements which reflect on or attack the integrity or motives of individuals, other labor organizations, the Department of Transportation, the Railroad, or other governmental agencies, Federal or otherwise. Objective statements of opinion, favorable or unfavorable, about issues or subjects related to the employees' work and employment conditions are permitted. Canvassing or soliciting membership and collecting membership dues for a labor organization shall also be conducted outside regular working hours.

of the employees canvassed and of the employees performing these activities. Non-employee canvassers may be required to give notice of their presence to the responsible management officer. There shall be no interference with the performance of official duty of employees during working hours.

Section 12. Labor-Management Cooperation

12.1. The parties to this agreement recognize that there are many areas of common interest to the management of the Railroad and to its employees which are important to the effective operation of the Railroad and to the welfare of employees which are not ordinarily included within the scope of collective bargaining agreements. Such areas of common interest include, but are not limited to:

- a. Elimination of waste in operation and maintenance.
- b. Conservation of materials, supplies, time, power and energy.
- c. Improvements in quality of workmanship and services.

- d. Correction of conditions making for grievances.
- e. Health, safety, and morale standards.

12.2. In order to increase the area and effectiveness of labor-management cooperation, Joint Committees have been established prior to the making of this agreement, as follows:

Joint Union-Management Safety Committee
 Alaska Railroad Medical Association and Excess Benefits Plan
 Joint Labor-Management Committee

12.3. Employees serving on the welfare committees mentioned above and similar committees that may be established will be paid not to exceed a minimum day for their attendance if any time is lost. It shall be the duty of the parties to this agreement to further the work and effectiveness of these joint committees.

Section 13. Effective Date and Duration

13.1. This agreement shall remain in

full force and effect for one year from the date executed, and thereafter until the expiration of sixty (60) calendar days following the giving of written notice by either party to the other of its desire to terminate this agreement in its entirety or to effect changes herein by agreement.

13.2. By mutual consent of the parties, this agreement may be opened at any time for amendment. Also, modification or amendment of this agreement may be required because of changes in applicable laws, rules, regulations or policies issued after the date of this agreement.

13.3. The Basic Labor Agreement between the International Association of Machinists and Aerospace Workers and The Alaska Railroad dated March 29, 1968, and which was negotiated under authority of Executive Order 10988, is hereby supplemented for comparability with the new Executive Order 11491, relative to Labor Management relations effective January 1, 1970.

continued

Dated at Anchorage, Alaska

March 29, 1968

For the Organization:
International
Association of
Machinists and
Aerospace Workers

(Sgd.) Chas. C. Temple (Sgd.) John E. Manley
Chas. C. Temple John E. Manley
Grand Lodge Representative General Manager

Sgd.
Luther R. Augenstein (Sgd.) R. R. Mack
Luther R. Augenstein Personnel Officer
General Chairman
Lodge 1735

(Sgd.) James W. Moody
James W. Moody
Business Representative
Lodge 1735

continued

Includes Revised Sections
dated at Anchorage, Alaska
January 21, 1970.

For the Railroad:

John E. Manley
John E. Manley
General Manager

R. R. Mack
R. R. Mack
Personnel Officer

For the Organizations: International
Association of Machinists and
Aerospace Workers:

Luther R. Augenstein
Luther R. Augenstein
General Chairman, Local 1735

Frederick P. McLoud
Frederick P. McLoud
President, Local 1735

COLLECTIVE BARGAINING AGREEMENT

between

THE ALASKA RAILROAD



and



AMERICAN FEDERATION
OF GOVERNMENT EMPLOYEES
LOCAL 183

covering
administrative, clerical, and technical employees

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LABOR-MANAGEMENT AGREEMENT

between

THE ALASKA RAILROAD

and

Clerical, Technical, and Administrative Employees
represented by

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL #183

PREAMBLE

This Agreement is entered into by The Alaska Railroad, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local No. 183, hereinafter referred to as the Union, and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, a job classification system, hours of work, and other conditions of employment.

The Employer and the Union mutually agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate employee performance and efficiency.

The parties recognize that the participation of employees in the formulation and implementation of personnel policies and procedures which affect them will contribute substantially to the improvement and efficient administration of the public service.

ARTICLE 1 RECOGNITION AND COVERAGE

SECTION 1 RECOGNITION

The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit defined in Section 2, and the Union recognizes the responsibility of representing the interests of all such employees.

SECTION 2 COVERAGE

The bargaining unit consists of clerical, technical, and administrative employees, both permanent and temporary, whose positions are covered by a WC pay plan as of the effective date of this Agreement.

SECTION 3 EXCLUSIONS

The bargaining unit does not include:

- a) any management official or supervisor,
- b) any professional employee,
- c) any employee engaged in federal personnel work in other than clerical capacity,
- d) any confidential employee.

The term "confidential employee" refers to an employee assigned to the position of Secretary to the General Manager, or Secretary to the Personnel Officer.

ARTICLE 2 RIGHTS OF THE EMPLOYEE

SECTION 1 BASIC PROVISIONS

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including appropriate policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

SECTION 2 EMPLOYER'S RETAINED RIGHTS

The Employer retains the right, in accordance with applicable laws and regulations to:

- a) direct employees of the agency;
- b) hire, promote, transfer, assign, and retain employees in positions within the agency;
- c) suspend, demote, discharge, or take other disciplinary action;
- d) relieve employees from duties because of lack of work or for other legitimate reasons;
- e) maintain the efficiency of government operations entrusted to them;
- f) determine the methods, means, and personnel by which such operations are to be conducted; and
- g) take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

SECTION 3 PERMISSIVE MATTERS

In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by Section 11, paragraph (a) of Executive Order 11491, as amended. However, the obligation to meet and confer does not include matters with respect to the mission of the agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit.

work project, or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

SECTION 4 PRIMACY OF AGREEMENT

To the extent that provisions of the Employer's Administrative Manual conflict with this Agreement, the provisions of this Agreement shall govern.

SECTION 5 UNION CONTACT WITH THIRD PARTIES

The Union agrees that before registering a complaint or charge against the Employer with anyone outside the bargaining unit, the Union agrees to provide the Employer with an opportunity to resolve the conditions which generated the complaint or charge. In administering this Section, the Union will notify the Personnel Officer in writing, in all cases, of its intention to register such complaints or charges. The Union further agrees to withhold registration of such complaints or charges for a period of five workdays from the date the Personnel Officer is notified of the Union's intent. This Section does not apply to notification of an AFGE National Officer or Representative.

ARTICLE 3 RIGHTS OF EMPLOYEES

SECTION 1 FREEDOM TO JOIN AND ASSIST

Employees in the unit shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or any other labor organization or to refrain from any such activity. Except as provided in Executive Order 11491, as amended, the freedom of such employees to assist any labor organization shall be recognized as extending to participation in the management of the Union, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

SECTION 2 OPEN SHOP

Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the Union except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deduction.

SECTION 3 UNION REPRESENTATION

If an employee elects, the Union has the obligation to represent him/her in the course of adverse actions, grievances, and other appeal proceedings within the unit. The Employer will provide the Union with all necessary information for the Union to fulfill this obligation.

The Employer will advise an employee of his/her right to a Union representative (who is readily available) for the following situations:

- a) an adverse action is initiated against an employee;
- b) prior to taking a written or sworn statement from an employee;
- c) when the Employer conducts a nonformal, investigatory interview, the employee being interviewed is entitled upon his/her request, to the presence of a Union representative, if he/she has reasonable grounds to believe that the interview may result in disciplinary action against him/her. This provision does not apply to investigatory interviews concerning accidents conducted by the Employer's safety inspectors, or interviews concerning criminal cases conducted by the Employer's security police.

ARTICLE 4 RIGHTS OF THE UNION

SECTION 1 AUTHORIZATION OF STEWARDS

The Employer agrees to recognize a reasonable number of Union stewards and alternates, who have been duly authorized by the Union, to represent employees on appropriate work-related matters. The Union will provide to the Employer (Personnel Officer) before February 1 of each year, an official master list of all Union officials and alternates. The Employer reserves the right to restrict use of official time to stewards and alternates whose names appear on this list. Changes to this official listing may be made only by notification to the Personnel Officer.

SECTION 2 USE OF OFFICIAL TIME

Union stewards will be allowed a reasonable amount of official time during duty hours to perform matters which directly relate to the work situation and/or presentation of grievances and appeals. No internal Union business will be conducted during working hours.

SECTION 3 RESPONSIBILITIES OF STEWARDS

When any Union Official or steward is required to leave his/her worksite

on appropriate matters related to his/her representational duties, he/she will request permission from his/her immediate supervisor, advise where he/she is going, how long he/she expects to be away from his/her work station, and state the general nature of his/her business. Permission shall also be obtained from the immediate supervisor of any employee being contacted. Permission in these instances will be granted unless the individual's work situation precludes such action. In any event, permission will be granted at the earliest opportunity. The Union steward will report his/her return to work to his/her supervisor.

Union officers, stewards, representatives, and employees shall be allowed to leave their assigned area to go to other departments, shops, or offices when it is necessary to do so in order to accomplish the purposes outlined in this section, and in order to bring about prompt and expeditious disposition of a complaint or grievance. Such activity shall be allowed without any loss in pay or benefits to the employees authorized to act in behalf of the Union under the terms of this Agreement or to the employees contacted.

SECTION 4 UNION OFFICIAL - RIGHT OF ACCESS

The Employer agrees that representatives of the American Federation of Government Employees, AFL/CIO, shall be allowed onto the Employer's premises at reasonable times on official business. The representative shall first make his/her presence known to the supervisor of the section he/she is visiting. Union officials who are not employees are recognized as employee representatives.

SECTION 5 NOTIFICATION - MEETINGS AND GRIEVANCES

The Union shall be notified by the Employer of grievance or disciplinary actions against employee(s) in the unit in accordance with limitations set forth by provisions of the Privacy Act (Public Law 93-579).

The Union shall be notified by the Employer and shall be given the opportunity to be represented at formal meetings held by officials of the Employer with representatives of other labor organizations when the subject to be discussed involves personnel policies or practices which would affect employees of the unit.

SECTION 6 LISTING OF EMPLOYEES

The Employer will furnish to the Union a current listing of all employees in the unit semi-annually. The listing will include the name, location, grade, and rate of pay.

SECTION 7 ADMINISTRATIVE ORDERS

The Employer agrees to furnish the Union with one copy of all ARR Orders.

Supplements and changes thereto will also be furnished promptly.

SECTION 8 OFFICIAL TIME FOR TRAINING

An employee who is an official or authorized representative of the Union will normally be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union, provided that the subject matter of such training is of mutual concern to the Employer and the employee in his/her capacity as a Union representative.

ARTICLE 5 APPROPRIATE MATTERS

SECTION 1 NOTIFICATION

The Employer will notify the Union on appropriate matters (personnel policies, practices, and matters affecting working conditions, including classification and pay systems) and will meet and confer with the Union upon its request.

SECTION 2 FAIR APPLICATION OF BENEFITS

All privileges and benefits provided in accordance with law, regulation or provisions of this Agreement will be applied fairly and equitably to all employees in the unit, except for those rights and benefits which are not applicable to temporary employees.

ARTICLE 6 POSITION CLASSIFICATION

SECTION 1 PROCEDURE

Positions will be classified by management according to the Factor Evaluation System using U. S. Civil Service Commission Booklet TS-27 dated May 1977 and supplements thereto.

SECTION 2 JOB DESCRIPTIONS

The Employer has the right to establish positions and to assign, reassign, or remove duties and responsibilities from positions. Position descriptions shall accurately reflect the major duties and responsibilities of the position and the skills and knowledge required in the

position, clearly stating the highest level required of the employee in all nine factors. Disputes between an employee and his/her supervisor over the accuracy of the position description shall be resolved through the provisions of Article 23, Grievance Procedure.

SECTION 3 CLASSIFICATION APPEAL

When an employee is dissatisfied with the classification of his/her position, he/she may appeal his/her position classification in accordance with the following procedure:

- a) Step 1: The employee, or his/her representative, shall write to the Personnel Officer stating what he/she believes the classification of the position should be and the basis for that belief. The Personnel Officer shall give a written decision within seven working days of his receipt of the letter of appeal.
- b) Step 2: If the employee is dissatisfied with the decision of the Personnel Officer, within seven working days of his/her receipt of the Personnel Officer's decision, he/she may file a written appeal to the General Manager. The General Manager shall give a written decision within fifteen working days from his receipt of the appeal of the Personnel Officer's decision.
- c) Step 3: If the decision of the General Manager is not satisfactory to the Union, the decision may be referred to arbitration for resolution in accordance with the provisions of Article 24, Arbitration.

SECTION 4 SAVED PAY

When an employee is downgraded through no fault of his/her own due to reorganization or correction of a classification error, if the employee's existing rate of pay is exactly the same as the rate of pay for one of the steps of the new grade, that shall be the pay rate assigned. If the employee's existing rate of pay falls between two steps of the pay scale for the new grade, the employee shall be assigned the rate of the higher step. If the employee's existing rate of pay is higher than the pay for the highest step of the new grade, the employee shall be entitled to pay retention for as long as the employee remains in that position. However the employee whose pay is retained under this Section shall receive only one-half of future pay increases until the rate of pay for the highest step of the grade equals or exceeds the retained rate.

ARTICLE 7 WAGES AND BENEFITS

SECTION 1 WAGE SCHEDULES

There shall be two wage schedules. Wage schedule WC-1 shall apply to

employees who were on the rolls of the Employer prior to the effective date of this Agreement. Wage schedule WC-2 shall apply to employees entering on the rolls of the Employer on or after the effective date of this Agreement.

Wage schedules shall be issued by the Employer according to the format shown in Section 2. The wage schedules shall be approved by the Union prior to issuance, and upon issuance, shall be considered as appendices to this Agreement.

SECTION 2 PERIODIC ADJUSTMENTS

Periodic wage adjustments shall become effective as of the first day of the first full pay period in February, June, and October of each year. The adjustment shall be equal to the percentage change in the Anchorage, Alaska, Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W), measured over a four-month period preceding the effective date of the adjustment. The February adjustment shall be based upon the percentage change in the CPI-W between July and November of the previous year. The June adjustment shall be based upon the percentage change in the CPI-W between November of the previous year and March of the current year. The October adjustment shall be based upon the percentage change in the CPI-W between March and July of the current year.

SECTION 3 SHIFT DIFFERENTIAL

Employees covered by this Agreement shall be paid shift differential as follows:

- a) If the majority of shift hours (five or more) fall between the hours of 3:00 p.m. and 12:00 midnight, the differential is 7.5% of the basic wage for all hours in the shift.
- b) If the majority of shift hours (five or more) fall between the hours of 11:00 p.m. and 6:00 a.m., the differential is 10% of the basic wage for all hours in the shift.

SECTION 4 NORTH END DIFFERENTIAL

Employees permanently located north of Healy shall receive an additional 6% of the basic rate in addition to all other pay and allowances.

SECTION 5 SUNDAY PREMIUM

Sunday premium pay of 25% will be paid for all regularly scheduled Sunday work in addition to all other pay to which an employee is entitled.

SECTION 6 STEP INCREASE ON PROMOTION

When promoted, an employee shall receive a wage increase at least

equivalent to a one-step increase in the grade from which promoted.

SECTION 7 MEDICAL AND DENTAL INSURANCE

The Employer shall continue to pay both the Employer's and the employee's contribution to the Federal Employee's Health Benefits Program.

The Employer shall pay the premiums for an employee Dental Insurance Program. The benefits of the program selected may be no less than the benefits provided under the Railroad Employees' National Dental Plan.

SECTION 8 TIME-IN-GRADE

Waiting periods for step increases are:

<u>Between Steps:</u>	<u>MC-A Wage Schedule:</u>	<u>MC-B Wage Schedule:</u>
1 and 2	104 weeks	13 weeks
2 and 3	104 weeks	26 weeks
3 and 4	104 weeks	65 weeks
4 and 5	104 weeks	104 weeks

SECTION 9 HOLIDAYS

Employees shall be excused for all days now prescribed by law as holidays and any that may later be added by law and all holidays designated by Executive Order of the President.

Pay for holiday work shall be computed in accordance with applicable regulations.

SECTION 10 DURATION OF THIS ARTICLE

Provisions of this Article shall remain in effect until a new Agreement is signed.

This Article is subject to change or negotiation only on the third anniversary date of the effective date, or sooner only by mutual consent.

SECTION 11 MEMORANDUM OF UNDERSTANDING

The parties shall execute a Memorandum of Understanding clarifying the computations, applications, and details of the understandings which have been arrived at during the negotiation of this Article.

ARTICLE 8 HOURS OF WORK

SECTION 1 BASIC WORK WEEK

The basic work week for full time employees is forty hours. The basic work week will be scheduled on five 8-hour days, and the two days outside the basic work week will be consecutive.

SECTION 2 ASSIGNMENTS TO TOURS OF DUTY

Assignments to tours of duty will be scheduled not less than one week advance. An employee whose days off are to be changed shall be notified in writing no less than five workdays before the change becomes effect. An employee whose days off will remain the same but whose tour of duty (hours of work) is to be changed more than one hour shall be notified in writing no less than 48 hours before the change becomes effective.

ARTICLE 9 OVERTIME

SECTION 1 DIRECTION OF SUPERVISOR

No overtime shall be worked except by direction of proper authority.

SECTION 2 RATE

Time worked in excess of eight hours in any one day or forty hours in any administrative work week will be paid at the overtime rate of time and one-half on an actual minute basis.

SECTION 3 ASSIGNMENT

In the assignment of overtime work, preference shall be given to the senior employee regularly assigned to the position for which overtime is to be worked. (See Article 14.)

SECTION 4 REQUIREMENT

When necessary, employees will be required to work overtime unless the employee provides sufficient justification to the supervisor that overtime work would cause undue hardship. Employees may request not to work overtime when there are sufficient qualified volunteers available to accomplish the overtime work required.

SECTION 5 OUTSIDE REGULAR TOUR

Employees required to report for duty in advance of their assigned starting time, or required to remain on duty beyond their scheduled assigned duty hours on an assigned work day within the administrative work week will be paid at the overtime rate for such duty.

When an employee is directed to report for duty outside his/her assigned tour of duty, on rest days or holidays, he/she shall receive not less than four hours' pay at straight-time rates for two hours and forty minutes of work or less. If held on duty in excess of two hours and forty minutes, the overtime rate will be allowed.

SECTION 6 BREAK

When an employee's regular workday is extended for more than two hours, a paid twenty-minute break will be permitted.

ARTICLE 10 ABSENCE AND LEAVE

SECTION 1 ADMINISTRATION AUTHORITY

Absences and leave shall be administered in accordance with ARR Order 1600.1A Dated January 16, 1978.

SECTION 2 APPLICATION FOR LEAVE

Application for annual leave for vacation purposes will be granted on a seniority basis. Enforced leave will be administered on a reverse seniority basis. (See Article 14.)

SECTION 3 DENIAL OF REQUEST

When a request for annual leave has been denied, the Form SF-71 will be returned to the employee with the reasons for denial noted thereon.

ARTICLE 11 TRAINING

SECTION 1 COMMITTEE

A Joint Training Committee shall be established, with one representative

appointed by the Employer and one representative appointed by the Union. In addition, the Training Officer will be present at the meeting.

The Committee shall meet by mutual agreement not later than seven days after the request of either member.

The purpose of the Committee will be to review training programs and suggest improvements or additional programs for the general development of employees within the bargaining unit.

SECTION 2 ACTION BY EMPLOYER

Consistent with the needs and requirements of the Employer, the Training Section will take necessary action to develop, integrate, and implement the programs or suggestions recommended by the Committee.

ARTICLE 12 MERIT PROMOTION

SECTION 1 POLICY

It is the policy of The Alaska Railroad to utilize employees' skills and abilities to the fullest extent practicable. Employees will be promoted on the basis of merit without regard to race, religion, color, sex, marital status, political affiliation, national origin, non-disqualification, physical handicap, membership or non-membership in an employee organization, or any other non-job related factor. The overall objective of the merit promotion process is to assure that positions are filled with highly qualified persons and to assure that all employees have an equal opportunity to apply for advancement.

SECTION 2 PROCEDURES

How it works.

The manager or supervisor determines that a position is needed. He or she describes what tasks and duties need to be accomplished and writes them down. This listing of duties becomes the "job description." After this is done, and he/she has decided upon the skills the employee will need, a request is made to the Personnel Officer to begin procedures to fill the position.

The Personnel Office compares the duties of the position to standards which have been previously established. This comparison determines the grade or level of the position, and consequently, its pay level. Then

a vacancy announcement bulletin is published which describes the duties of the position, the qualifications which are required, and tells how, when, and where a person can apply.

Interested, eligible employees apply for consideration for the vacancy to the Personnel Office. Only employees with permanent status are eligible for consideration. Employees serving in a temporary status may not be considered unless they have established eligibility for the position applied for on a U. S. Civil Service Commission register and have provided proof of such eligibility to the Personnel Office.

If an applicant does not meet these requirements, he or she is informed of this and receives no further consideration.

A panel, composed of Railroad employees, reviews the applications of the persons who do meet the basic requirements and divides them into groups of "Qualified," "Highly Qualified," and "Best Qualified." The list of qualified candidates is sent to the supervisor for consideration for the vacancy. The supervisor may select anyone on this list from the "Best Qualified" group, or may decide not to select any of these applicants and to fill the vacancy by another method.

SECTION 3 OTHER METHODS OF FILLING POSITIONS

The Union recognizes that merit promotion is but one means of filling vacancies and other methods of staffing vacancies may properly be utilized by management to the exclusion of the merit promotion process. The Employer recognizes that promotion from within is a valuable and appropriate policy; accordingly, other methods of staffing will be used sparingly and only when the needs of the Railroad require. No loan, detail, or reassignment will be made for the purpose of evading the objectives of the Merit Promotion Program.

SECTION 4 APPLICATION OF PROCEDURES

Application.

(1) Competitive procedures apply to all promotions and to the following actions:

- a) reassignment or demotion to a position with known promotion potential higher than the position currently held (except as required by reduction-in-force regulations);
- b) selections for details of more than 30 days to a higher grade position or to a position with known promotion potential;
- c) transfers to a higher grade position or position with known promotion potential;

- d) reinstatement to a position at a higher grade than the person last held, or to one having potential for advancement to a higher grade;
- e) appointment of a present or former nontemporary Federal employee from a Civil Service register to a position at a higher grade than the person holds or last held or to a position with known promotion potential;
- f) selections for training required for promotion;
- g) acquisition of, or addition to, a multiple appointment; and
- h) reassignment of a nonsupervisor to a supervisory position.

(2) Procedures of this Merit Promotion Plan do not apply to:

- a) career promotions which are --
 - 1 promotions without current competition when at an earlier stage an employee was selected under competitive promotion procedures for an assignment intended to prepare him/her for the positions being filled if this intention was made a matter of record; or
 - 2 promotions resulting from an employee's position being reconstituted at a higher grade because of unplanned accretion of additional duties and responsibilities.
- b) Reassignment to a position with no greater promotion potential than that of the employee's current position. Management agrees that a reassignment which is made to a position outside the employee's commuting area will be only with the agreement of the employee.
- c) A temporary promotion of 120 days or less.
- d) An action taken as a remedy for failure to receive proper consideration in a competitive promotion action.
- e) A promotion resulting from the upgrading of a position without significant change in duties and responsibilities due to issuance of a new classification standard or the correction of a classification error.
- f) A position change required by reduction-in-force regulations.
- g) Repromotion to a grade or position from which an employee was

demoted within the Railroad without personal cause and not at his/her request. An employee demoted without personal cause will be advised in writing of his/her entitlement to special consideration for repromotion. An employee will be considered for promotion before other means are used to fill a position.

- h) An assignment made within the Multiple Assignment System which provides for the movement of employees from one set of duties to another within a specific job-group or craft.

- (3) Entry Level Positions. Employees who desire to change jobs within the Railroad or who wish to be considered for reassignment or transfer to entry level positions may make their wishes known to the Personnel Office. Their names will be placed in a "Skills File" for consideration when such vacancies arise. Entry level positions are those at grade WC-5 and below.

SECTION 5 AREA OF CONSIDERATION

Area of Consideration. The Alaska Railroad is the minimum area of consideration for locating candidates for promotional opportunities. Areas of consideration may be used depending upon types of positions involved, qualification requirements, and availability of highly qualified candidates. When it is clearly evident that a sufficient number of highly qualified candidates will not be available from within the Railroad, the Employer may concurrently consider candidates from other sources. Outside candidates must meet the same qualification requirements as applicants for promotion. The Union will be notified in advance of expansion of the area of consideration.

Competition for temporary promotion will be restricted to the commuting area in which the vacancy exists.

The area of consideration may be extended when an announcement does not produce a desirable number of highly qualified candidates. The decision to expand the area of consideration will be documented in the merit promotion file.

SECTION 6 LOCATING CANDIDATES

Method of Locating Candidates.

- (1) When a vacant position is to be filled through this promotion plan, the Personnel Office will first refer to the selecting official information on any employee entitled to special consideration because of demotion through no fault of his/her own, or oversight in a previous promotion action. If there is none, or none is selected, merit promotion procedures will be initiated.

- (2) All employees within the unit have the right to submit application in response to vacancy announcements and all completed applications submitted on a timely basis will be considered. Employees applying for announced vacancies must submit a Request for Consideration Vacant Position (Form 200a) to the Personnel Office. Applications must be received on or before the closing date specified in the announcement and will not be accepted after the closing date except in unusual circumstances. Employees are encouraged to submit Standard Form 171, "Personal Qualifications Statement," to assure that their records are correct and complete, unless they have a recent application in their Official Personnel Folder.

- (3) Employees who are on leave of absence will receive automatic consideration if they file a current application with the Personnel Office before departing. The Personnel Office will file these applications on behalf of the employee, for appropriate vacancy consideration.

- (4) A letter of acknowledgment of receipt of application will be sent to the employee on the same day as the application is received in the Personnel Office.

SECTION 7 ANNOUNCEMENTS

Issuance of Announcements. All vacancies to which this plan applies except seasonal positions, will be advertised through issuance of announcements within the area of consideration. Announcements will be posted on official bulletin boards. Announcements will be open for at least five working days.

As a minimum, all vacancy announcements will contain the following information:

- a) Title, series, salary, and grade of the position.
- b) Career promotion potential of the position.
- c) Organizational and geographic location of the position.
- d) Minimum area of consideration.
- e) Brief description of duties.
- f) If the position is an upward mobility or trainee position.
- g) Minimum qualification requirements.
- h) Number of vacancies.
- i) What the applicant must do to be considered.
- j) Where additional information can be obtained.

SECTION 8 QUALIFICATION STANDARDS

- (1) Qualification standards used by The Alaska Railroad will conform to the qualification standards established by the U. S. Civil Service Commission.

- (2) A qualification standard may not be changed or modified after the vacancy announcement has been posted unless an error has been made or an inappropriate standard has been used.
- (3) Selective placement factors may be used when such a knowledge, skill, or ability is essential for successful performance in the position to be filled. If used, a selective placement factor becomes a part of the basic qualification standard.

A selective placement factor is a knowledge, skill, or ability essential for satisfactory performance on a particular job and one which can be objectively determined in the experience and performance of candidates. As such, it represents an addition to the basic qualification standard for the position being filled. Selective placement factors must be stated on the vacancy announcement for the position being filled.

When supervisory positions are to be filled, basic eligibility for consideration also depends upon possession of the abilities and personal attributes required in the supervisory standards in Handbook X-118 or X-118C.

- (4) Candidates' qualifications will be evaluated on the basis of all pertinent information available, such as:
- a) experience and training, including self-development efforts;
 - b) outside volunteer activities that supply experience relevant to the job;
 - c) awards showing relevant abilities; and
 - d) abilities demonstrated on the job.

The candidates' application forms and supervisors' evaluations are the usual sources of information.

When a supervisory position is being filled, the panel will carefully consider information denoting the possession of supervisory abilities and potential for supervisory duties.

The names of the candidates rated as best qualified will be listed alphabetically on a promotion certificate in one grouping. The candidates' promotion files will accompany the certificate.

SECTION 9 EVALUATION METHODS

The Personnel Office will review all applications filed in response to vacancy announcements to determine if the applicant meets the basic qualification requirements of the position, plus selective placement factors, if appropriate.

If there are fewer than three applicants meeting the qualification standards, the Personnel Office will refer all qualified candidates to the selecting official for consideration.

If there are three or more applicants meeting the qualification requirements, the Personnel Office will convene a Rating and Ranking Panel to make distinctions as to "Qualified," "Highly Qualified," and "Best Qualified" among the candidates.

The Personnel Office will utilize FPM Supplement 335-1 to prepare a Rating Guide to be used by the panel in making distinctions among candidates. Only candidates who meet the guidelines supplied by the Rating Guide will be identified as "Highly Qualified."

In addition to, or instead of, the normal method of evaluating candidates when filling trainee positions (especially those in a special training program) for which special qualification standards have been approved, may be necessary to use special rating and ranking instruments such as supervisory appraisals, and structured interview to determine which employees have the required aptitudes to be considered for competitive assignment and training. Promotion will follow if performance on the after training warrants. When these special evaluation procedures are to be used, the vacancy announcement will explain all requirements and indicate the potential for promotion after successful completion of the program.

SECTION 10 RATING AND RANKING PANEL

The Rating and Ranking Panel will consist of three employees. Not more than one member of the panel may be from the same organizational unit in which the vacancy exists (normally the Branch). All panel members will be in a grade at or above the grade level of the vacant position. At least one panel member must be working in a related field, and none of the panel members may be candidates for the vacancy. Panel members will utilize the "Instructions for Promotion Panel Members" as a guide in rating and ranking candidates. The Personnel Office will provide technical advice and assistance.

At least two of the panel members will be from the bargaining unit. Selection must conform to the requirements in the preceding paragraph.

SECTION 11 MAKEUP OF CERTIFICATE

The certificate issued to the selecting official will contain:

- a) If there are fewer than three qualified candidates, all names;
- b) If there are three or more qualified candidates, all names of those ranked "Best Qualified."

SECTION 12 SELECTION

The selecting official will make his/her decision in a prompt and expeditious manner and will complete Form ARR 2235 and return it to the Personnel Office. Each candidate will be notified of his or her selection or non-selection.

- a) If an adequate number of highly qualified candidates (normally three or more), are certified to the selecting official, and he or she does not select any of these candidates, the position may not be filled from a Civil Service register unless:
 - 1 The vacancy was initially advertised under the "grade-banding" concept (such as WC-5/7/9), or as an upward mobility opportunity.
 - 2 The vacancy is readvertised under the grade-banding concept or as an upward mobility opportunity; the selecting official will provide his or her reasons in writing for selecting or non-selecting any candidate on the certificate.
 - 3 The position is an entry-level position.

SECTION 13 PROMOTION RECORDS

- (1) Standard Form 50. The notification of personnel action, documenting a promotion will show in the "Remarks" section the certificate number and a statement that the promotion was a competitive promotion or a statement showing the kind of career promotion or exception to the merit promotion plan that it was. The notification of personnel action for competitive reassignments will show the certificate number, and if applicable, the training agreement covering the placement. When a position was filled by appointment, transfer, or reinstatement in a competitive situation, the number of the promotion will be shown, even though the selection was not made from the promotion certificate, unless no promotion certificate was issued.
- (2) Promotion File. When the promotion certificate is filed, it will have as attachments:
 - a) Notification of any selective placement factors applied;
 - b) Evaluation factors used to determine the best qualified;
 - c) Names of all the candidates considered and the categories to which they were placed;
 - d) Names of the promotion panel members; and
 - e) A record if the area of consideration was extended.

These records will be retained for two years.

SECTION 14 INFORMATION TO EMPLOYEES

Information about the Merit Promotion Plan will be given to employees when they enter on duty. The following information will be made available to an employee upon request:

- a) Any record of production or any supervisory evaluation of current or past performance used in considering the employee.
- b) Concerning a specific action:
 - 1 Whether the employee was considered, and if so, whether the employee was found eligible on the basis of minimum qualification requirements for the position.
 - 2 Whether the employee was one of those in the group from which selection was made.
 - 3 Who was selected and why.
 - 4 In what areas the employee should improve to increase chance of future promotion.
 - 5 The evaluation criteria applied.
 - 6 The names of the members of the Merit Promotion Panel.

SECTION 15 QUESTIONS AND COMPLAINTS

Employees who have questions or complaints about the operation of the Merit Promotion Plan should discuss them with the Personnel Officer. Every reasonable effort will be made to respond to the question or complaint and provide the employee with appropriate information or explanation.

If the matter cannot be resolved on an informal basis, the employee may file a grievance on the matter under Article 23. Mere failure to be selected for promotion when proper promotion procedures are used (non-selection from among a group of properly ranked and certified candidates) is not a basis for a grievance.

ARTICLE 13 REDUCTION IN FORCE

SECTION 1 NOTIFICATION TO UNION

The Employer will notify the Union of the necessity for a reduction in

force and of the reasons therefore as soon as it becomes definite that a reduction in force will occur. The Employer will inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

SECTION 2 EFFORT TO REASSIGN

The Employer, to the extent consistent with its manpower requirements, will make a reasonable effort to reassign employees whose positions are eliminated. All reasonable action will be taken to avoid or minimize the impact of the reduction in force prior to separating employees.

SECTION 3 COMPETITIVE AREA

The competitive area for reduction-in-force purposes of employees in this unit shall be the commuting area regarded as fifty miles one-way driving distance.

SECTION 4 REEMPLOYMENT PRIORITY LIST

Any career or career-conditional employee who is separated as a result of reduction in force shall be placed on the Reemployment Priority List, unless the employee states in writing that such consideration is not desired. Employees on this list shall be given preference for reemployment in accordance with applicable regulations. Acceptance of a temporary position by an employee on this list will not affect his/her status on the list or his/her eligibility for reemployment in a permanent position.

SECTION 5 LAST INCUMBENT RETURNED

When a position is abolished by reduction in force and reestablished within one year, the last regularly assigned incumbent, if still in the service of the Employer and applies for the position, will be returned to the position.

SECTION 6 RETURN TO WC-A SCHEDULE

If an employee who was on the rolls of the Employer in a WC classification on the effective date of this Agreement is subsequently RIFed from employment and is later rehired from the Reemployment Priority List, he or she shall re-enter the WC-A wage schedule and shall not be subject to the WC-B wage schedule.

ARTICLE 14 SENIORITY

SECTION 1 APPLICATION

Seniority (based upon an employee's continuous service with the Employer)

will apply in the assignment of preferred vacation times, overtime, of duty, and selection of shift assignment between similar or like positions within the same work unit.

SECTION 2 ROSTER

A seniority roster of bargaining unit employees will be prepared and posted in January of each year.

Where two or more employees start work at the same time, their stand on the seniority roster will be determined by the Alaska Railroad ID number; the employee with the lowest ID number being senior.

ARTICLE 15 EMPLOYEE SERVICES

SECTION 1 LUNCHROOM

A lunchroom will be provided for employees in the General Office Building. The lunchroom will contain refrigerator, microwave oven, stove sink with running water, adequate lighting and ventilation, and sufficient tables and chairs. Employees using the lunchroom must clean up after themselves. The Employer will provide janitorial service. Vending machines may be permitted.

SECTION 2 PERFORMANCE IMPROVEMENT

When an employee requests in writing a method to improve his/her performance, the supervisor and the employee shall together discuss and outline specific areas of improvement needed to accomplish a higher level of performance rating. At 90-day intervals, the supervisor will, in writing, advise the employee of his/her progress towards his/her goal of improving his/her performance rating.

SECTION 3 HANDICAPPED PARKING

Unit employees handicapped to the extent that walking to and from a parking lot would create an undue hardship shall be assigned a reserved parking space as close to their working areas as possible. Periodic evaluation of handicapped employees who are afforded this special parking consideration may be required where there is reason to believe that the employee's condition may have improved to the extent that special parking consideration is no longer valid.

SECTION 4 TESTS AND INTERVIEWS

Tests and interviews required of employees to meet the needs of the Employer will be conducted during normal working hours.

SECTION 5 RAIL PASSES

Employees covered by this Agreement and those dependent upon them for support will be given free transportation consistent with pass regulations of The Alaska Railroad and "outside" railroads.

ARTICLE 16 SAFETY AND HEALTH

SECTION 1 OSHA GUIDANCE

The Employer will provide and maintain safe working conditions using Public Law 91-594, Occupational Safety and Health, as a guide. The Union will cooperate to that end and will encourage all employees to work in a safe manner.

SECTION 2 OSHA COMMITTEE

The Union will appoint one representative and one substitute representative from the bargaining unit to attend the monthly OSHA Safety Committee meeting.

SECTION 3 OBSERVATION OF RULES

Each employee will observe all safety rules and regulations prescribed by the Employer.

SECTION 4 INFORMATION TO UNION

The Union will be supplied with a copy of the monthly injury-illness statistical report.

SECTION 5 ON-THE-JOB INJURY

If an employee is injured on the job, prime consideration will be given to the employee's welfare. Proper medical attention will be given at the earliest possible time.

SECTION 6 FIRST AID

The names of employees qualified to administer first aid and their locations shall be posted on all bulletin boards.

SECTION 7 NO DISCIPLINE FOR INJURY

No employee shall be disciplined or dismissed because of being injured unless the employee caused the injury through carelessness or negligence.

SECTION 8 PROTECTIVE EQUIPMENT

No employee shall be required to work in areas where conditions detrimental to health and safety exist without proper personal protective equipment or other safety devices. Management shall determine when such equipment and devices are necessary and will provide them without cost to the employee. When such a device or equipment is issued to an employee, he/she will be required to use it in the proper manner.

SECTION 9 LIGHT DUTY

When an employee is injured on the job or is on sick leave as a result of personal injury or illness and is released for light duty by proper medical authority, the Employer will make an effort to provide light-duty assignments when such work is available.

ARTICLE 17 TECHNOLOGICAL CHANGE

SECTION 1 INFORMATION TO UNION

The Employer will advise the Union in advance of any proposed technological change. Technological change is defined as a change in equipment, materials, and/or methods which result in a reduction in the number of bargaining unit employees. Upon request, the Employer will promptly meet with the Union to discuss the effects of the proposed technological change upon the work force. It shall be the Employer's responsibility to provide the Union with full information regarding the effects of the proposed technological change in order to determine the effect upon the bargaining unit.

SECTION 2 RETRAINING

The Employer agrees that when technological changes take place that require additional knowledge and/or skills on the part of employees, the employees will be given the opportunity to acquire the knowledge and skill necessary to retrain. Employees affected by technological change shall be given first preference for retraining in accordance with the retention standing, provided they have the basic knowledge for retraining.

ARTICLE 18
PUBLICITY AND BULLETIN BOARDS

SECTION 1 NEW EMPLOYEE ORIENTATION

As a part of their orientation, new employees hired into a position included within the bargaining unit will be informed of the contractual relationship between the Employer and the Union, and will be introduced to the Union steward of the area to which they are assigned.

SECTION 2 BULLETIN BOARDS

The Employer will make a reasonable amount of space available on bulletin boards for use by the Union. The Union will assure that materials which are posted are removed in a timely manner and that bulletin boards do not become cluttered, crowded or unsightly. The Union will also assure, to the satisfaction of the Employer, that it will post no material which violates the security of the Employer, or relates to any partisan political matter, or which is derogatory to the management or supervision of The Alaska Railroad.

SECTION 3 PRINTING THE AGREEMENT

The Employer shall bear the cost of printing this Agreement, reducing it to a book form approximately 3 1/4" x 5" with an appropriate soft cover with the Union seal affixed.

SECTION 4 ARR TELEPHONE DIRECTORY

The Employer agrees to list the name and telephone numbers of officers and stewards of the Union in The Alaska Railroad telephone directory.

ARTICLE 19
DISCREPANCIES IN PAY

SECTION 1 SHORTAGE - PAYMENT

When there is a shortage equal to one day's pay or more in the pay of an employee, payment covering the shortage will be made promptly if requested.

SECTION 2 CLAIM PROCEDURE

Claims for money payments alleged to be due, arising from any cause may

be made only by the employee or a representative on his/her behalf and must be presented in writing to the employee's immediate supervisor within 30 calendar days from the date giving rise to the alleged basis for claim. When such claim is made in writing and is not allowed, the employee will be notified in writing of the non-allowance within 30 days and the reason therefor. If claims are not made within the time limit specified in this Section, they will be neither entertained nor allowed.

If the Employer fails to meet the time limits of this Section, the employee shall win the claim by default.

SECTION 3 WAIVER OF OVERPAYMENT

Claims arising from an erroneous overpayment of pay or allowances may be waived in whole or part in accordance with applicable regulations.

When it is determined that an employee must repay an overpayment, the payment may be spread over a period of time to minimize financial hardship to the employee.

ARTICLE 20
LETTERS OF CAUTION OR WARNING

SECTION 1 PURPOSE

Letters of caution or warning may be issued to improve an employee's performance or conduct. The receipt of such a letter is not a grievable matter. The privacy of such letters must be protected to insure against misuse.

SECTION 2 MAINTENANCE

When a letter of caution or warning is issued, it shall be signed by employee acknowledging receipt, and noting intent to respond. An employee who disagrees with the contents of such a letter may write a letter stating his/her views on the matter. The letter of response will be maintained together with the letter of caution or warning.

SECTION 3 RETENTION

Letters of caution or warning may be retained only until the employee's next annual performance evaluation. If the letter has failed to bring about improvement in the employee's performance or conduct, this fact will be noted on the performance evaluation form.

ARTICLE 21
DISCIPLINARY ACTIONS

SECTION 1 DEFINITION

Disciplinary actions are letters of reprimand and suspensions for thirty days or less.

SECTION 2 JUST CAUSE

Disciplinary actions will be taken only for just cause. All things being equal, there shall be like penalties assessed for like offenses. If the employee alleges, after such disciplinary action is proposed, that charges are untrue, facts misrepresented, or the penalty too severe, he or she may grieve the decision under the procedures of Article 23.

Prior to making a determination as to whether disciplinary action is warranted, the Employer may undertake preliminary investigations or discussions with the employee concerned, or others who may have knowledge of the situation.

SECTION 3 EFFECTIVE DATE

Disciplinary action will not become effective until the grievance procedure, if used, has been exhausted.

SECTION 4 TEMPORARY EMPLOYEES

Discharge of an employee in a temporary employment status is not a grievable matter.

SECTION 5 TARDINESS

An employee who is tardy by twenty minutes or less may be excused at the discretion of his/her supervisor if his/her reasons for tardiness are sufficient. Habitual tardiness is cause for disciplinary action.

ARTICLE 22
MAJOR ADVERSE ACTIONS

SECTION 1 DEFINITION

Major adverse actions are: removal or discharge, suspension for more than thirty days, furlough without pay, and reduction in rank or pay.

SECTION 2 PRIOR DISCUSSION

The Employer agrees to informally discuss with the employee and his/her Union representative, if any, the basis for a proposed adverse action prior to its issuance. The Employer will carefully consider the employee's views and inform the employee and his/her representative, if any, of its intent before instituting formal action.

SECTION 3 UNION REPRESENTATION

When the Union is named in writing as the employee's representative, Employer will immediately furnish the Union with copies of the proposed adverse action, and the decision on adverse action. Copies of correspondence addressed to the employee on this subject will be furnished the Union.

SECTION 4 UNION PRESENCE AT HEARING

If the employee elects not to have Union representation, the Union may have an observer present at the adverse action hearing without charge or leave. The parties recognize that the presence of an observer is a matter within the discretion of the FEAA Appeals Officer in charge of the hearing.

SECTION 5 APPEALS

Appeals of adverse actions may be made directly to the Seattle Field Office, Federal Employee Appeals Authority. To be properly considered, the appeal must:

- a) be in writing;
- b) indicate the reasons for contesting the adverse action, with reference to proof and pertinent documents;
- c) indicate the relief sought;
- d) be submitted no later than fifteen calendar days after the effective date of the adverse action; and
- e) be addressed to: Seattle Field Office, Federal Employee Appeals Authority, U. S. Civil Service Commission, Federal Building, Second Avenue, Seattle, Washington 98174.

A hearing must be requested if one is desired. The decision rendered by the Federal Employee Appeals Authority is final.

ARTICLE 21
GRIEVANCE PROCEDURE

SECTION 1 EXCLUSIVE PROCEDURE

The purpose of this Article is to provide the exclusive procedure for Employer, Union, and employees in the unit for the settlement of grievances involving the interpretation or application of this Agreement, or disciplinary actions, and will be used for the resolution of the same types of grievances or disputes which would be processed through the agency grievance procedure. A grievance under this Article is defined as a dispute or complaint between the parties or the employees covered by this Agreement.

When a question arises concerning grievability, the parties shall stipulate to the facts and submit them to arbitration as a threshold issue to the merits of the grievance.

SECTION 2 SETTLEMENT AT LOWEST LEVEL

The parties agree that most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily at the first level of supervision. Every effort will be made to resolve grievances at the lowest level without fear of retaliation. The initiation of a grievance in good faith should not cast any reflection on an employee's standing with his/her supervisor or his/her loyalty or desirability to the Employer, nor should the grievance be considered as a reflection on the employee's supervisor.

SECTION 3 REPRESENTATION

An employee may represent himself/herself or be represented by the Union when presenting a grievance under this Article. Any employee or group of employees in the unit may present grievances to the Employer and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and a Union representative has been offered the opportunity to be present at the adjustment.

Employee participants in grievance meetings shall be administratively excused from their duties if they would otherwise be in a duty status; however, no overtime will be authorized for participation in grievance meetings.

SECTION 4 TIME LIMIT

To be processed, a grievance must be initiated within twenty working days

from:

- a) the occurrence of the matter which gave rise to the grievance; or
- b) the time the employee became aware of being aggrieved.

SECTION 5 PROCEDURE

- a) INFORMAL STEP -- An employee shall first take up his/her problem with his/her immediate supervisor. If the problem is not resolved, the supervisor will meet with the grievant and his/her Union representative, if one is desired by the grievant, to attempt resolution. Within five working days from this meeting, the supervisor will give his/her decision and will assure that it is understood by the grievant. The parties expect that most grievances will be settled at this step.
- b) FIRST FORMAL STEP -- If the employee elects to pursue his/her grievance, the grievance shall be reduced to writing and shall contain, at a minimum, the nature, time, and date of the action or incident giving rise to the grievance (when applicable), the Agreement provision alleged violated, the date of the discussion required at the informal step, the corrective action desired, and the signature of the grievant. Unsigned or anonymous grievances will not be acknowledged or entertained. If the employee desires a meeting on the matter, this statement must also appear on the written grievance. Grievances deficient in required details will be returned to the grievant for inclusion of additional necessary information.

The written grievance must be submitted to the Chief of the branch within seven working days following the supervisor's decision in the previous step. If a meeting is requested, the Branch Chief shall schedule a meeting within seven working days from receipt of the written grievance to attempt resolution. The employee may be accompanied by a Union representative. The written decision of the Branch Chief will be given to the employee within seven working days following receipt of the grievance, or of the meeting if one is held.

- c) SECOND FORMAL STEP -- If the employee elects to pursue his/her grievance, he/she must submit the grievance to the Division Chief within seven working days from receipt of the first formal step decision. If a meeting is requested, the Division Chief shall schedule a meeting within seven working days from receipt of the written grievance to attempt resolution. The employee may be accompanied by a Union representative who may be assisted by an additional Union official, if necessary. The written decision of

the Division Chief will be given to the employee within seven working days following receipt of the grievance, or of the meeting if one is held.

- d) **THIRD FORMAL STEP** -- If satisfactory settlement has not been reached, the Union or the Employer may request a meeting on the matter to be held in the presence of the General Manager. Request for such a meeting must be made within fifteen days of receipt of second formal step decision. The General Manager will schedule a meeting to include the principles in the grievance, a Union representative if desired by the employee, and other employees whose presence is deemed necessary. The General Manager will give his decision in writing to the employee within fifteen working days from the date of the meeting.

If the grievance is not satisfactorily settled by the decision of the General Manager, the Union may refer the matter to arbitration.

SECTION 6 EXTENSION OF TIME

If the Employer fails to reply to a grievance in a timely manner as prescribed in Section 5, the employee may process the grievance to the next step. If the grievant fails to process the grievance in a timely manner, the grievance shall be closed by the decision rendered at the previous step.

All time limits in this Article may be extended by mutual consent.

SECTION 7 UNION GRIEVANCE

The Employer recognizes the right of the Union to file grievances in its own name, directly to the General Manager or his designee. The following procedure will apply:

- a) The grieving party will initiate informal discussion within ten working days of the occurrence giving rise to the grievance or from the date the grieving party became aware of the incident.
- b) If the matter remains unresolved, a written grievance may be filed with the other party within ten working days of the informal discussion. The requirements of Section 5(h) are applicable.
- c) The party to whom the grievance was submitted will give a written decision within ten working days from receipt of the grievance.
- d) If the written decision is not satisfactory to the grieving party, the parties will meet within ten working days to discuss the matter.

- e) If the grievance remains unresolved, it may be submitted to arbitration in accordance with provisions of Article 24.

SECTION 8 STATUTORY APPEALS

Matters for which statutory appeals procedures exist shall not be considered under this Article nor under Article 24. When such matters arise, the employee shall be notified of his/her appeal rights.

ARTICLE 24 ARBITRATION

SECTION 1 PRE-ARBITRATION CONFERENCE

The parties agree that prior to considering arbitration every effort will be made to resolve grievances inhouse, and will direct their resources towards achieving that goal. In addition, the parties will jointly explore settlement of the grievance at a pre-arbitration conference.

SECTION 2 ARBITRAL MATTERS

If the Employer and the Union fail to settle any grievance arising under Article 23, with respect to the interpretation, application, or alleged violation of this Agreement, or implementation of agency regulations, such dispute shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Such written request must be submitted not later than twenty working days following the conclusion of the final step of the grievance procedure. Arbitration on an employee's grievance may be invoked only by the Union. Arbitration concerning an Employer or Union grievance may be invoked by the party initiating the grievance.

SECTION 3 SELECTION OF ARBITRATOR

Within ten working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator. The parties shall use the services of local arbitrators if available and mutually acceptable. If agreement cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within ten working days after the receipt of such list. If they cannot agree upon one of the listed arbitrators, the Employer and the Union will each strike one name from the list of the five and shall then repeat this procedure. The party to strike first will be determined by the flip of a coin. The name remaining shall become the duly selected arbitrator.

SECTION 4 PRESENTATION OF ISSUE

Following selection of the arbitrator and indication of his availability, the parties will prepare a joint letter submitting the issue in dispute. The letter shall present, in question form, the matter on which arbitration is sought and shall outline the agreement provisions governing the arbitration. It may contain mutually agreed upon stipulations of fact and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. If the parties mutually agree, the entire matter may be submitted to arbitration for review and decision without a hearing.

SECTION 5 HEARING

The arbitration hearing will be held during the regular dayshift hours of the basic work week. Upon the request of either party, or the arbitrator, the arbitration proceedings will be recorded. The party requesting the recording shall bear the cost. Employee participants in the hearing shall be administratively excused from their duties if they would otherwise be in a duty status; however, no overtime will be authorized for participation in the arbitration hearing. The arbitrator will be requested to render a bench decision on the case with a written award within two weeks, but not later than thirty days following the conclusion of the hearing.

SECTION 6 JURISDICTION OF ARBITRATION

The arbitrator shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall have no authority to add to, subtract from, or modify the terms of this Agreement, and shall confine his findings to the question submitted.

In no event shall arbitration extend to the interpretation of any directive or regulation of higher authority, including but not limited to, the regulations or directives of the Federal Railroad Administration, the Department of Transportation, or the United States Civil Service Commission.

SECTION 7 BINDING AWARD

The award of the arbitrator shall be binding on the parties. However, each party reserves the right to file an appeal of the arbitrator's award with the Federal Labor Relations Council under its rules.

SECTION 8 FEE OF ARBITRATOR

The fee and expenses of the arbitrator shall be paid for by the loser of the arbitrator's award.

ARTICLE 25 NO STRIKE

SECTION 1 PRINCIPLE

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of scheduled work. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, or any instigation thereof.

ARTICLE 26 VOLUNTARY DUES DEDUCTION

SECTION 1 CONDITIONS

Union dues (the regular, periodic amount required to maintain an employee in good standing in the Union) shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

- a) The employee is a member in good standing of the Union or has signed up for membership subject to the payment of his/her dues through voluntary allotment as provided herein.
- b) The employee's earnings, after all other deductions, are sufficient to cover the amount of allotment.
- c) The employee has voluntarily authorized such a deduction on Standard Form 1187, Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization.
- d) The appropriate official of the Union has completed and signed Section A of the form.
- e) The completed form has been turned over to the Employer by the Union.

Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer.

SECTION 2 AMOUNT

The amount of union dues to be deducted each bi-weekly pay period shall

remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized Union official, showing the new amount, is transmitted to the Employer by the Union. Such change will begin with the first pay period after receipt of the notice of change by the Employer, or a later date if the forms so designate. Such changes shall not be made more frequently than once each six months.

Multiple levels of dues withholding are permissible; however, the amount of dues to be withheld shall remain unchanged until the Union certifies that the amount of dues has changed for a particular member or members and showing the specific amount of the new deduction.

SECTION 3 TERMINATION

An employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a) Loss of exclusive recognition by the Union.
- b) Separation of the employee from the Alaska Railroad.
- c) Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing.
- d) Termination of this Article of this Agreement.
- e) The employee is promoted or otherwise removed from the bargaining unit.

An allotment for the deduction of an employee's union dues may be terminated by the employee through submission to the Employer of Standard Form 1188 (or individual substitute), properly executed in duplicate by the employee. Such duplicate shall be promptly forwarded by the Employer to the Union upon receipt from the employee. A termination of allotment under this Section shall be effective with the first full pay period following March 1 or September 1, whichever is the earlier, provided that the revocation is received by the Employer sufficiently in advance of such date.

SECTION 4 RESPONSIBILITIES OF UNION

The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of its dues, delivering completed forms to the Employer, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the use and availability of the required forms.

SECTION 5 COST OF SERVICE

The Employer shall transmit to the Union Secretary-Treasurer or other allottee or financial organization as designated, after each regularly scheduled pay day, a payment to the Union in the amount equal to the grand total of all such monetary allotment deductions made, less 5.02 per deduction, which shall be the Employer's fee for performing such service, together with a duplicate listing of members for whom deductions were made, and a copy of all revocation notices received in the payroll office during the preceding payroll period. The Employer shall also transmit an alphabetical remittance listing containing the following information:

- a) Employee name and ID number.
- b) Dues withholding amount.
- c) The gross amount deducted, and the amount remitted.

ARTICLE 27 EFFECTIVE DATE AND DURATION

SECTION 1 DURATION AND REOPENING

This Agreement becomes effective as of the date shown on the last page and will remain in effect for a period of three years.

Either party may give notice to the other, not more than 90 nor less than 60 days prior to any anniversary date, of its intention to amend or modify this Agreement. Proper notice being given, the parties shall meet within a reasonable time to negotiate regarding such proposed amendments or modifications. This paragraph does not apply to Article 7, which may be reopened only upon mutual consent or three years from the effective date.

This Agreement may at any time be reopened, supplemented, or amended by mutual consent of the parties. The present agreement will remain in effect during any such renegotiation and until a new agreement is approved.

If neither party serves notice to renegotiate this Agreement, it shall be automatically renewed for two-year periods, and remains subject to the other provisions of this Article.

SECTION 2 PERIODIC REVIEW

A periodic review of this contract will be made by the parties at three-month intervals to ascertain that no problems in the interpretation of this Agreement arise.

SECTION 3 CONFLICT WITH HIGHER AUTHORITY

If any portion of this Agreement is determined to be in violation of any law, regulation, Executive Order, or published directive of higher authority, only that portion shall be affected, and all other provisions shall remain in full force and effect.

SECTION 4 CHANGES IN LAW AND REGULATION

During the duration of this Agreement, changes in applicable law and regulations from higher authority which affect this Agreement, including court decisions, decisions of the Federal Labor Relations Council, and the Assistant Secretary of Labor for Labor/Management Relations will subject the affected Article to negotiations within thirty days after proper notice has been given by either party.

Signed and effective this twenty-first day of July, 1978.

For American Federation of
Government Employees, Local #183:

For The Alaska Railroad:

Burton Goldberg
Burton Goldberg

Ernst Eastman
Ernst Eastman

Janice Blanchard
Janice Blanchard

Ronald W. Krueger
Ronald Krueger

Jack H. Burton
Jack Burton

William Bullaly
William Bullaly

Bruce Barnes
Bruce Barnes

Jack Hepworth
Jack Hepworth

APPROVED:

Dennis Carmen
Dennis Carmen
President

APPROVED:

William L. Dorcy
William L. Dorcy
General Manager

AMERICAN
TRAIN
DISPATCHERS
ASSOCIATION

BASIC
LABOR
AGREEMENT
1964

FASIC LABOR AGREEMENT

Between

The Alaska Railroad

and

**The following recognized employee representation
organization on The Alaska Railroad:**

American Train Dispatchers Association

**In accordance with the Labor Relations Policies
of the United States Department of the Interior,
as issued by the Secretary of the Interior,
Departmental Manual, Part 376**

MAY 15 1964

Date

RECEIVED

JUN 1 1964

TRANSPORTATION BRANCH

ALASKA RAILROAD LABOR POLICY STATEMENT

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Preamble. This Basic Agreement is agreed to in the interest of developing sound relations between the employees and management of The Alaska Railroad. Observance of its terms by management and employees, as well as by their representatives, should result in the joint determination of fair and reasonable rates of pay, hours regulations, and working rules; in the prevention of grievances and in the prompt and orderly settlement of all differences between labor and management; in stabilizing employment, and in developing systematic labor-management cooperation for safety, mutual benefit and good service to the patrons of the Railroad and the State of Alaska.

The Alaska Railroad as an agency of the Government of the United States is dedicated to the accomplishment of certain public purposes as provided in the Act of March 12, 1914, which directed the President of the United States to construct and operate a railroad in the Territory of Alaska (now the State of Alaska). Among these public purposes are the furtherance of the development of Alaska and the support of national defense. The duties and responsibilities necessary to accomplish these public purposes have been vested by Executive Order of the President No. 11107, dated April 25, 1963, and supplements thereto, in the Secretary of the Interior; and the Secretary, by appropriate orders and regulations, has delegated certain responsibility for operating the Railroad to its General Manager.

Section 1. Definitions

Labor Organizations: The term "labor organization" means any organization, union, or employee representation committee in which employees participate and which exists for the purpose, in whole or in part, of providing representation for members employed on the Railroad in dealing with the management officials on wages, hours, conditions of employment, grievances, disputes and other matters pertinent to their employment. This term does not apply to employee welfare organizations, recreational associations, credit unions, or similar associations.

Representatives of Labor Organizations: This term includes those individuals, either employees or non-employees of the Department, who are accredited by the employees to represent their interests in relationships or dealings with management officials on matters relating to their employment.

Management Officials: This term includes those employees at all levels of the Railroad's organization, in both line and staff capacities, who have significant responsibilities in supervising, directing and managing program activities and administrative matters which involve decisions or actions affecting employee groups.

Basic Labor Agreement: This term refers to the written document negotiated by management officials and representatives of employees, which concerns itself primarily with matters of broad principle, policy, and procedure which will govern the relations of the parties thereto in the negotiation of wages and working conditions, the settlement of disputes and grievances, and related matters.

Supplementary Labor Agreement: This term refers to the written agreement or series of agreements which are negotiated and made effective between management officials and representatives of employees within the purpose and in the implementation of the general policies and guidelines of a basic labor agreement. The periodic negotiation and adjustment of wages and related pay matters and detailed working rules and standards are characteristic of the subject matter of supplementary labor agreements. They may not delete, modify or otherwise nullify any of the policies and procedures which have been incorporated in the Basic Labor Agreement.

Labor-Management Negotiations: This term is used interchangeably with the term "collective bargaining".

Section 2. Compliance

2.1. It is recognized that in labor-management negotiations, and in the administering of all matters covered by this agreement, both the Railroad and the employees are governed by the provision of applicable federal laws and regulations, including the labor relations policies and regulations prescribed in Part 376 of the Department of the Interior Manual, all of which are regarded as paramount. This agreement shall at all times be applied subject to all such federal laws, Executive Orders, Secretarial instructions, or directives, related policies and regulations, and the public interest involved in the orderly, efficient and continuous progress of Department of the Interior operations.

2.2. If laws or regulations become effective, binding on the Railroad and inconsistent with the provisions of this agreement, the Railroad shall notify the representatives of the respective labor organizations. The labor organizations and the Railroad shall issue a joint statement of the change and its effect upon this agreement.

Section 3. Scope

This agreement is applicable to those employees of the Railroad not subject to the Classification Act of 1949, as amended, a majority of whom in any particular trade or craft has designated as their representative a labor organization signatory to this agreement.

Section 4. Employee Rights to Labor Representation

4.1. Employees of the Railroad have the right to form or join organizations and designate representatives of their own choosing, provided they do not form or join organizations which assert that employees in the service of the United States Government may strike or which advocate the overthrow of the United States Government by force or violence.

4.2. In the exercise of the right to form or join organizations and designate representatives, employees shall be free from any and all restraint,

interference or coercion on the part of management, and the supervisory staff is prohibited from exercising any such restraint, interference or coercion. By the same token the designation of individuals and officers to represent the management of the Railroad for the purpose of this policy is entirely the responsibility of the General Manager.

4.3. The labor organization may be required to submit a copy of its bylaws, and the names of its officers and representatives, and to make known by whom it is chartered. The identity of individual members or the number of members is not required, except in the determination of representation rights.

Section 5. Discrimination Prohibited

Appointments to the service of the Railroad are to be made strictly on the basis of merit and efficiency. No test of race, color, religious belief, or political affiliation, except as prescribed by law, will be required of any employee, or considered in his appointment, promotion, demotion, transfer, retention in or termination of service with the Railroad, nor shall any employee of the Railroad nor anyone seeking employment be required to join or refrain from joining any duly accredited organization as a condition of appointment, promotion, demotion, transfer, retention in or termination of service.

Section 6. Determination of Bargaining Rights

6.1. The majority of the employees of any class or craft of the Railroad has the right to determine the organization which will represent the employees of such class or craft for the purposes indicated in the preamble.

6.2. In the initial determination of representation rights and in resolving disputes as to these rights, both employees and management are governed by the appropriate section of the Departmental Manual, Department of the Interior, specifically Part 376, D.M. 2.

Section 7. Duty to Confer

7.1. If a craft or group of employees has properly designated an organization to represent them in accordance with the provisions of Section 5 above, the representatives of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter treat with such organization and its officers for the purposes described in the preamble to this agreement.

7.2. Representatives of labor organizations or employees desiring to confer with management officials shall deal in the first instance with those Railroad officials who have primary responsibility over the case or subject matter which is the subject of conference.

7.3. Differences or disputes between an employee or group of employees and the Railroad, growing out of grievances or out of the interpretation or application of the terms of jointly promulgated schedules, having been handled by the employees or their representatives through established supervisory channels up to and including the Branch Head concerned and the Personnel Officer, the General Manager will then call a conference. Conferences for the adjustment of such differences or disputes will be held whenever possible during the regular working hours, and when so held, labor organization representatives actually working will not lose pay, provided that the number of such representatives of the labor organizations concerned does not exceed two.

7.4. Conferences may be requested by the labor organizations or the Railroad announcing their desire to revise rates of pay or the jointly promulgated agreements, and having given proper notice, the time and place for the beginning of such conferences will be announced. The time required by labor organization representatives in the employ of the Railroad when attending such conferences will not be paid for by the Railroad. Labor organization representatives attending conferences for revision of pay rates or jointly promulgated agreements shall be granted leave as accrued, or leave without pay, to attend such meetings.

7.5. Leave as accrued may be granted to any other employee for attendance or observance of the above meetings, contingent on the availability of replacement personnel. In the interest of cooperation, in labor matters, the Railroad will follow a liberal policy in allowing time off for such purposes, with reasonable limits and consistent with work requirements.

Section 8. Written Agreements

8.1. Rates of pay, hours regulations and working rules in the determination of which employees, through accredited organizations, have participated will be reduced to writing and will be promulgated as schedules over the joint signature of the General Manager and the officers of the organization or organizations representing the employees concerned. Such agreements shall be regarded as Supplementary Agreements as defined in Section 1 of this agreement, and, in accordance with the applicable regulations of the Department of the Interior, need not be submitted to the Secretary for approval.

8.2. The Railroad and the labor organizations further agree that, pending the determination or adjustment of any issue arising between them by means of the conference machinery and procedures hereinafter provided, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue.

8.3. The Railroad will not make unilateral changes in the terms of any labor agreement pending settlement of outstanding differences through mutually agreeable procedures, except those that are dictated by the Department of the Interior for the public purpose.

Section 9. Wage Policy

9.1. The making of agreements in regard to rates of pay or modifications in rates of pay, including rules related thereto, shall be governed by the following wage policy.

a. To establish a means of understanding in reaching fair and equitable wage settlements on The Alaska Railroad, now and in the future, the following principles and procedures will govern the wage negotiations and become effective with the effective date of this agreement.

1. That the wage rates payable to the employees of the Northern Pacific Railway constitute a fair and equitable pattern to be used as the basis for determining wage rates for employees of The Alaska Railroad.

2. That the Alaska Railroad employees should receive, over and above the basic rate for comparable occupations on the Northern Pacific Railway, a percentage differential equal to the differential by which the weighted average of Anchorage-Fairbanks consumer prices exceeds average consumer prices in all cities in the lower forty-eight states for which place-to-place consumer price differentials are computed by the Bureau of Labor Statistics of the Department of Labor. It is agreed that the weighted average index of Anchorage and Fairbanks will be determined by the proportion of Alaska Railroad employees at Fairbanks and Healy and points between Fairbanks and Healy, as compared to employees south of Healy. Proportion of Alaska Railroad employees at Fairbanks and Healy and points between Fairbanks and Healy, as compared to employees south of Healy, will be computed as of effective date of the first wage adjustment subsequent to the date of this basic labor agreement and as of the effective date of each wage adjustment thereafter.

3. That basic wage increases on the Northern Pacific Railway shall be added to all Alaska Railroad employees' wage rates in accordance with the provisions of this agreement. The effective date of such increases shall be as of the effective date of such wage changes occurring on the Northern Pacific Railway, or the earliest effective date thereafter permissible under applicable Comptroller General rulings.

4. At the time of such increases referred to in paragraph 3 above, a cost-of-living differential will be added to the increase to the extent necessary to maintain a differential, by occupation, as outlined in paragraph 2 above; provided, that no differential will be added to the increase when the new Alaska Railroad wage rate already equals or exceeds the differential requirements as set forth in paragraph 2 above.

5. Changes in the Bureau of Labor Statistics cost-of-living differential index will not affect Alaska Railroad cost-of-living differential until the next following wage adjustment on the

Northern Pacific Railway and will be effective coincident with such Northern Pacific wage adjustment. .

6. If the increases granted on the Northern Pacific Railway are in the form of percentage increases, such increases will be computed on a cents per hour basis for the purpose of this agreement.

7. It is agreed that wage increases as specified in this agreement will not be applied retroactively to any employee not employed by The Alaska Railroad as of the date final settlement is reached as a result of negotiations on the Northern Pacific Railway. Exceptions to this rule will be (a) employees who entered into military service, voluntarily or otherwise, after the effective date established, (b) employees who were separated for reasons of retirement under the Civil Service Retirement Act after the established effective date of the wage increase, (c) heirs of deceased employees.

8. In the event the Northern Pacific Railway merges with another carrier, the Alaska Railroad wage rates will be based on that portion of the merged carrier which consists of the trackage now operated by the Northern Pacific Railway. .

9.2. Accredited labor organizations or the General Manager will give at least thirty days' notice of desire for conference to revise rates of pay. The time and place for the beginning of such conferences will be agreed upon within ten days of receipt of such notice.

Section 10. Disputes, Board of Adjustment, Board of Arbitration

10.1. The parties to this agreement recognize that the prompt and orderly settlement of disputes in a fair and reasonable manner is essential to good labor relations and to the efficient accomplishment of the purpose for which the Railroad exists. To this end officials of the Railroad and employees and their representatives will make every effort to resolve their disputes at the first level of management where the dispute originates. In the event that disputes are not so resolved, they shall be handled in accordance with the procedures outlined below.

a. Grievances brought by employees or their representatives shall be handled in the first instance with the Railroad officials having primary responsibility for the subject matter of the grievance.

b. Appeals from the decision of the Railroad official with primary responsibility shall be to the next highest official in line, except that the last appeal prior to submission of the case to the General Manager shall be to the Personnel Officer. There shall be no exception to the carrying of appeals through channels, as described above, except by agreement or mutual assent.

c. Any grievance must be filed, in writing, within thirty days after the first occurrence which gives rise to said grievance. Grievances not filed within this time limit will not be entertained or allowed. A decision on said grievance must be made within thirty days from the date the grievance is received by the official having responsibility in each instance. An appeal to the next higher authority must be made within thirty days and a decision thereon must be made within thirty days. If a decision is not made by the responsible official within the time limit prescribed for him to make a decision, the decision will automatically be in favor of the employee or claimant.

10.2. Detailed procedures for the handling of such grievances shall be included in supplementary labor agreements between the parties signatory hereto.

10.3. Disputes over grievances arising from the interpretation of the provisions of Supplementary Agreements and which are not resolved to the satisfaction of the parties on appeal to the General Manager, in accordance with the provisions governing grievances in the Supplementary Agreements, shall be submitted to a Board of Adjustment. Such Board of Adjustment shall be established in accordance with the following terms and conditions.

a. The procedures for the settlement of grievances arising out of the interpretation of the agreement covering the rates of pay, (but not wage-setting policy), rules and working conditions, and operating and safety rules for the employees of The Alaska Railroad, as represented by the employee organization signatory hereto, will be as follows:

1. There shall be established on The Alaska Railroad as the occasion requires a Board of Adjustment to be composed of three members; one member to be designated by the carrier; one member by the labor organization involved; and the third member, not affiliated with either the carrier or the labor organization, and who need not be a resident of Alaska, to be selected by the agreement of both parties.

2. If selection of the third party from local sources cannot be agreed upon, the third party will be selected from a list of available neutrals submitted by the National Mediation Board, furnished by joint request of management and the union involved.

3. It shall be the duty of this Board to begin hearings on grievances submitted to it prior to the expiration of a period of ten days from the date on which the last member necessary to complete the Board is appointed. Unless both parties to this agreement agree upon some other location, all the hearings conducted by this Board shall be held in the city of Anchorage, Alaska. The Board shall make its award prior to the expiration of a period of thirty days from the date on which the Board concludes its hearings. The parties hereto may agree at any time prior to the making of such award by the Board to an extension of time.

4. The award of the Board shall be final and conclusive upon the parties hereto as to the facts determined by the Board and as to the merits of the controversy decided, unless disapproved by the Secretary of the Interior within thirty days from the receipt of the award in the Office of the Secretary. Should either party object to the findings of the Board and enter into correspondence or communications with the Secretary, other parties of the Board shall receive copies in advance of such correspondence or communications.

5. In the event a dispute arises involving an interpretation of the Board award, upon request of either party, the Board shall interpret the award in light of the dispute.

6. A majority of all members of the Adjustment Board shall be competent to make an award or interpret an award with respect to any dispute submitted to it.

7. The members of the Board representing the carrier and the labor organization shall be compensated by the party they represent. Each neutral party shall receive from The Alaska Railroad such compensation as the Railroad may fix, together with the necessary traveling expenses and expenses actually incurred for sustenance, or shall receive a per diem allowance in lieu thereof, subject to the provisions of law applicable thereto while serving as such third or neutral party.

8. The Board so constituted under the provisions of this agreement shall serve only for the case or cases submitted to it at the time of its organization and until such cases have been heard and award rendered. The above provisions shall not prohibit any member of a Board from serving in a similar capacity on a subsequent Board.

9. Nothing in this agreement will be construed to give the Adjustment Board any jurisdiction over the Operating Rules of the Railroad.

10.4. Disputes over wage rates or related wage rules shall be resolved in accordance with the provisions of arbitration contained in the following procedures.

a. If efforts to bring about agreement in disputes over general changes in wage rates or in related wage rules are unsuccessful, the Railroad and the labor organization involved agree to the submission of the facts to a Board of Arbitration established in accordance with the terms and conditions contained herein.

b. The Board shall consist of one neutral person and one member representative of the labor organization or organizations and one member representing the Railroad. The neutral member shall be selected from the lists of available neutrals maintained by the National Mediation Board.

c. The parties to a given dispute, referable to an Arbitration Board, shall prepare jointly an Arbitration Agreement applicable to such dispute which shall contain at least the following:

1. A provision that the Arbitration Board and the representatives of management and labor, parties to the dispute being arbitrated, will adhere to the rules for arbitration contained in these procedures.

2. The effective date of the Arbitration Agreement and identification of the parties thereto.

3. A provision that the arbitration proceedings will be guided by the principles of the Railway Labor Act of 1926, as amended.

4. A clear and specific statement of the question to be submitted to the Arbitration Board, and a provision that the arbitration question or parts thereof may be withdrawn from arbitration by mutual agreement.

5. A provision that, within a reasonable time, hearings will commence at Anchorage, Alaska or Washington, D. C., as mutually agreed upon by the parties.

6. A time requirement as to the appointment of members of the Arbitration Board.

7. A time requirement for the decision of the Arbitration Board with provision for extension of time by mutual consent.

8. A provision that the award, a transcript record of the arbitration proceedings, and minutes of meetings of the Board of Arbitration shall constitute the full and complete record of the arbitration.

d. The award of the Board shall be final and conclusive upon the parties hereto as to the facts determined by the Board, and as to the merits of the controversy decided, unless disapproved by the Secretary of the Interior within thirty days from receipt in the Office of the Secretary, Department of the Interior, of the complete record and minutes of the findings and award of the Board. Should either party object to the findings of the Board and enter into correspondence or communications with the Secretary of the Interior, other parties of the Board shall receive copies of such correspondence and communications.

e. In the event a dispute arises involving an interpretation of the Board award, upon request of either party, the Board shall interpret the award in light of the dispute.

f. A majority of all members of the Board shall be competent to make an award or interpret an award with respect to any dispute submitted to it.

g. The members of the Board representing the carrier and the labor organization shall be compensated by the party they represent. The neutral arbitrator shall receive such compensation as the Department of the Interior may fix, including traveling expenses and expenses actually incurred for sustenance, or shall receive a per diem allowance in lieu thereof, subject to the provisions of the law applicable thereto, while serving as neutral party. Such expense shall be shared equally between the union involved and the Railroad.

h. The Board shall serve only for the case submitted to it specified in the Arbitration Agreement and until such case has been heard and award rendered. The above provisions shall not prohibit any member of a Board from serving in a similar capacity on a subsequent Board.

Section 11. Bulletin Boards and Distribution of Literature

Distribution of literature of a labor organization shall be permitted, provided the distribution is made by employees outside their regular working hours and does not interfere with the work assignments of other employees who may be on duty at the time. Notices posted by labor organizations on Government bulletin boards and literature distributed on Government property shall contain the name of the organization issuing or sponsoring it, and shall contain nothing that would imply official sponsorship or endorsement by the Railroad. The material must pertain specifically to the business of the labor organization and shall not contain statements which reflect on or attack the integrity or motives of individuals, other labor organizations, the Department of the Interior, the Railroad, or other governmental agencies, Federal or otherwise. Objective statements of opinion, favorable or unfavorable, about issues or subjects related to the employees' work and employment conditions are permitted. Canvassing or soliciting membership and collecting membership dues for a labor organization shall also be conducted outside regular working hours of the employees canvassed and of the employees performing these activities. Non-employee canvassers may be required to give notice of their presence to the responsible management officer. There shall be no interference with the performance of official duty of employees during working hours.

Section 12. Labor-Management Cooperation

12.1. The parties to this agreement recognize that there are many areas of common interest to the management of the Railroad and to its employees which are important to the effective operation of the Railroad and to the welfare of employees which are not ordinarily included within the scope of collective bargaining agreements. Such areas of common interest include, but are not limited to:

- a. Elimination of waste in operation and maintenance.
- b. Conservation of materials, supplies, time, power and energy.
- c. Improvements in quality of workmanship and services.
- d. Correction of conditions making for grievances.
- e. Health, safety, and morale standards.

12.2. In order to increase the area and effectiveness of labor-management cooperation, Joint Committees have been established prior to the making of this agreement, as follows:

Joint Union-Management Safety Committee
Alaska Railroad Medical Association and Excess Benefits Plan
Joint Labor-Management Committee

12.3. Employees serving on the welfare committees mentioned above and similar committees that may be established will be paid not to exceed a minimum day for their attendance if any time is lost. It shall be the duty of the parties to this agreement to further the work and effectiveness of these joint committees.

Section 13. Interpretation of Departmental Labor Policy

It is understood and agreed that the intent of this Basic Agreement is to comply with the Labor Relations Policies of the United States Department of the Interior issued July 1, 1962 by the Administrative Assistant Secretary. Signatories to this agreement may request interpretation from the Department as may be required.

Section 14. Effective Date and Duration

This agreement shall become effective on the date on which it is approved by the Secretary of the Interior. After such approval renewal of this Basic Labor Agreement will be automatic from year to year and shall remain in full force and effect until cancelled by either party thirty days prior to its anniversary date.

Any modification or amendment may be presented for discussion and negotiation upon thirty days written notice by the authorized representatives of the labor organization and/or the General Manager. Within ten days after receipt of modification notice, the General Manager will notify when and where the negotiations will take place. Agreed to changes will not be effective until approved by the Secretary of the Interior.

Dated at Anchorage, Alaska

April 24, 1964

FOR THE ORGANIZATION:

L. E. LeQuire
L. E. LeQuire, General Chairman
American Train Dispatchers Assoc.

FOR THE ALASKA RAILROAD:

John E. Manley
John E. Manley
General Manager

R. R. Mack
R. R. Mack
Personnel Officer

Approved:

MAY 15 1964

(Date)

DE Lisa Beasley
for the Secretary of the Interior

SUPPLEMENT #1
1974

THE ALASKA RAILROAD

Supplement No. 1

to the

Basic Labor Agreement

AMERICAN TRAIN DISPATCHERS ASSOCIATION

Section 2. Compliance

Responsibilities and Rights of Management: The right to make reasonable rules and regulations shall be considered acknowledged functions of Management. In making rules and regulations relating to personnel policies, and practices and procedures, and matters of working conditions, Management will give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement and the provisions of Executive Order 11491 as amended, and is subject to the following requirements:

(a) in the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level;

(b) management officials of the agency retain the right, in accordance with applicable laws and regulations --

- (1) to direct employees of the agency;
- (2) to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
- (3) to relieve employees from duties because of lack of work or for other legitimate reasons;
- (4) to maintain the efficiency of the Government operations entrusted to them;
- (5) to determine the methods, means, and personnel by which such operations are to be conducted; and
- (6) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Section 3. Scope

3.1 This agreement is applicable to those employees of the Railroad not subject to the Classification Act of 1949, as amended, a majority of whom in any particular trade or craft has designated as their representative a labor organization signatory to this agreement.

3.2 Management recognizes that the Union is the exclusive representative of these Alaska Railroad officers, in the bargaining unit consisting of the Trick Train Dispatchers and Assistant Chief Train Dispatchers. The Union recognizes the responsibility of representing the interests of all such employees by the provisions of this agreement.

Section 8.4

Alaska Railroad Train Dispatchers and Assistant Chief Train Dispatchers are not subject to the Railroad Retirement Act or the Railroad Retirement Tax Act, except as covered under the acts by other than Alaska Railroad employment.

Section 8.5

Employees of this agreement are subject to the holiday benefits applicable to other Federal employees.

Section 11.

Basic Labor Agreement, Section 11:

- a. "Distribution of literature of a labor organization shall be permitted,...."
- b. Union Dues Withholding:

Subject to the terms and conditions of this agreement, the Railroad shall deduct from the wages of the employees subject to this Agreement, who acquire and maintain membership in the Organization, amounts equal to the dues uniformly required as a condition of retaining membership in the Organization, and shall pay the amounts so deducted to the designated Treasurer of the Organization: Provided, however, that this requirement shall not be effective with respect to any employee until he shall have furnished the Railroad with a prescribed written wage assignment authorization to the Organization of such membership dues, which wage assignment authorization shall be revocable in writing, as prescribed, or cancelled upon employee separation; termination of this agreement; of loss of employee organization recognition between the Railroad and the Organization signatory hereto.

The wage assignment authorization shall be on the Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, Standard Form No. 1187, as revised, attached hereto and identified as Attachment A, which by reference is made a part hereof.

The revocation of the wage assignment authorization shall be on the Revocation of Voluntary Allotment of Compensation for Payment of Employee Organization Dues, Standard Form No. 1188, attached hereto and identified as Attachment B, which by reference is made a part hereof.

The Organization shall assume full responsibility for procurement of the form and execution of the wage assignment authorizations and for delivery of such forms to the Chief, Budget and Accounting Branch, Accounting Section, Anchorage.

2.a.1 The employee members of the Organization may furnish voluntarily to the Railroad's Chief, Budget and Accounting Branch, Accounting Section, Anchorage, through their organization, the wage assignment authorization, indicating thereon the payroll deduction authorized. The Organization Treasurer or Financial Secretary shall certify the name of the employee, his membership in good standing in the Organization, and the amount to be deducted from the wages of the employee who has signed the wage assignment form. The annual dues shall be prorated over twenty-six (26) pay periods.

2.a.2. The payroll deduction authorized herein shall become effective the first full pay period following its receipt in the Accounting Section.

2.b. Deductions will be made from the wages earned beginning the first complete pay period following receipt of the allotment form in the Accounting Section for which the wage assignment authorization, specified in Sections 2.a.1 and 2.a.2, is furnished. The following deductions will have priority over deductions in favor of the Organization, as provided herein:

1. Retirement or FICA.
2. Federal income taxes
3. Health benefits
4. Group life insurance
5. Indebtedness due U.S. Government
6. State income taxes
7. Alaska Railroad Medical Association & Excess Benefits Plan
8. U.S. Savings Bonds

2.c. If the earnings of an employee are insufficient to remit the full amount of the pay period deduction for such employee, no deduction shall be made, and the same will not be accumulated on the following pay period.

2.d. No deductions will be made from other than regular payrolls.

2.e. Deduction shall cease when

1. The employee separates from the Railroad effective at the end of the pay period during which separation occurs.
2. The Organization loses recognition: effective beginning of first pay period after such loss.
3. The employee is permanently reassigned to a Railroad segment whose employees have representation by another employee organization: effective at the end of the pay period during which movement occurred provided revocation order is initiated by employee.

4. The employee is expelled or ceases to be a member of good standing in the Organization: effective with first complete pay period after receipt of written notice.

5. Revocation order is initiated by the employee: effective the beginning of the pay period following its receipt in the Accounting Section by March 1 or September 1. Revocation applies only on March 1 or September 1.

3. No charge shall be made against the Organization for dues withholding.

4. The Railroad will remit to the Treasurer of the Organization the amount deducted from the wages of the members who completed the wage authorization allotment. Remittance checks shall be forwarded to the Organization Treasurer consistent with established pay practices and shall be accompanied by a positive listing of employees' names who have authorized deductions, amounts withheld (or explanation why no money withheld), with proper identification of the employee organization.

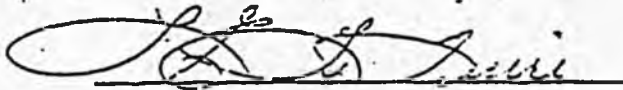
5. The amount of dues certified on the original allotment form will remain unchanged until an appropriate official of the Organization certifies to the Accounting Section that the amount of regular dues has changed. Changes in the amount of allotments by reason of changes in the organization dues may not be made more frequently than once each twelve months, measured from the date of the first dues change made by the employee organization. Changes in deductions for employees shall be effective as of the first complete pay period after receipt of the certified change by the Railroad Accounting Section, or a later payroll period if requested by the Organization.

6. No part of this agreement or any other agreement between the Railroad and the Organization shall be used directly or indirectly as a basis for any grievance or claim by or in behalf of an employee, predicated upon any violation of, or misapplication, or non-compliance with, any part of this agreement.

7. The Organization shall indemnify, defend, and save harmless the Railroad from the execution of, or compliance with, the provisions of this agreement.

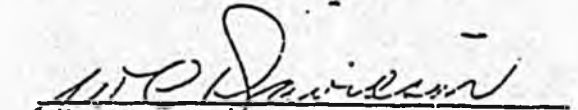
This agreement shall become effective pay period beginning August 4 1974 following mutual acceptance by the parties and shall remain in effect until modified or changed in accordance with established negotiation procedures for amending the Basic Agreement between the member parties of the Agreement. This Agreement is subordinate to and superseded by any conflicting Federal law, Executive Order, or directives that are now, or may be later, imposed pertinent to this service to the Organization.

FOR THE ORGANIZATION:

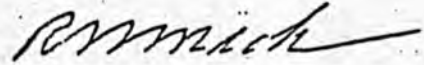


L. E. LeQuire
General Chairman

FOR THE ALASKA RAILROAD:

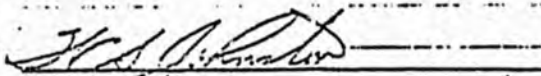


W. C. Davidson
Operations Officer



R. R. Mack
Personnel Officer

Approved:



W. S. Johnston
General Manager

SUPPLEMENT #2
1974

THE ALASKA RAILROAD

Supplement No. 2

to the .

Basic Labor Agreement

AMERICAN TRAIN DISPATCHERS ASSOCIATION

Section 9, Wage Policy, is amended as follows:

The Federal Wage System's regular wage schedule for blue collar employees shall be used for determining pay rates of Assistant Chief Train Dispatchers and Trick Train Dispatchers of The Alaska Railroad.

Procedures of the Federal Wage System (WS) shall apply for conversion from the existing pay system or other pay systems to the WS system, except that initially the Assistant Chief Train Dispatcher's pay shall be established at WS 13, Step 2 and the Trick Train Dispatcher's at WS 11, Step 2. Conversion begins the waiting period for the next step increase.

Procedures of the Federal Wage System (WS) shall apply for any saved pay provisions of current employees.

Increases awarded the Federal Wage System (WS) resulting from lead agency surveys shall be applied to these employees on the same effective dates as for other employees in the system and in same money amounts.

Step increases within the grades of the Federal Wage System shall apply as well as the waiting and time periods between the steps. Employees with multiple appointments, as Assistant Chief Train Dispatcher or Trick Train Dispatcher, will be placed in the same step of the different grades. Service as relief for the Chief Train Dispatcher position does not qualify for step increases when the employee returns to the dispatching position.

- A change of positions within the same grade does not warrant a change of step, the employee would continue in the same grade and step. New employees or those re-hired begin service in step one of the applicable grade.

Wage increases will not be applied retroactively to any employee not employed by The Alaska Railroad as of the date the Department of Transportation issues the wage schedule. Exceptions to this rule will be (a) employees who entered into military service; (b) employees who were retired under the Civil Service Retirement Act, and; (c) heirs of deceased employees.

The labor organization representative or the General Manager of the Railroad will give at least thirty (30) days' notice of desire for conference to revise this Wage Policy.

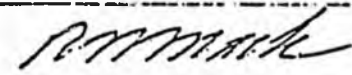
This Agreement is effective August 4 1974 and supercedes other rules relative to pay fixing methods with which it may conflict.

FOR THE ORGANIZATION:

FOR THE ALASKA RAILROAD:


L. E. LeQuire
General Chairman

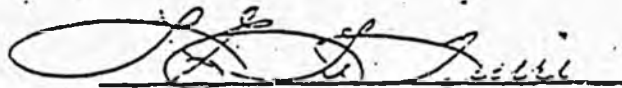

W. C. Davidson
Operations Officer


R. R. Mack
Personnel Officer

Approved:

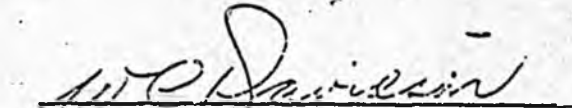

W. S. Johnston
General Manager

FOR THE ORGANIZATION:

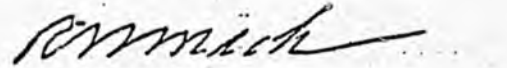


L. E. LeQuire
General Chairman

FOR THE ALASKA RAILROAD:

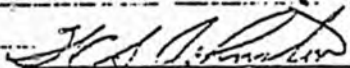


W. C. Davidson
Operations Officer



R. R. Mack
Personnel Officer

Approved:



W. S. Johnston
General Manager

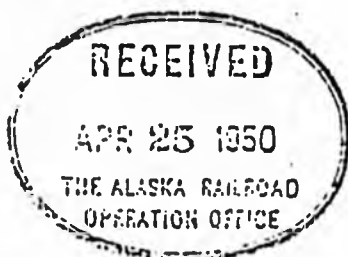
ORIGINAL
AGREEMENT
1950

Dept. of Operations
#

AGREEMENT
BETWEEN
THE ALASKA RAILROAD
AND
THE AMERICAN TRAIN DISPATCHERS ASSOCIATION
REPRESENTING
TRAIN DISPATCHERS

This Agreement shall apply only to the
Train Dispatchers of The Alaska Railroad

EFFECTIVE April 18, 1950



I N D E X

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UNITED STATES

DEPARTMENT OF THE INTERIOR

THE ALASKA RAILROAD

A G R E E M E N T

By and Between

THE ALASKA RAILROAD AND TRAIN DISPATCHERS

Represented by the American Train Dispatchers Association

Governing Hours of Service and Working Conditions

Effective April 18, 1950

ARTICLE I

Revised Supp #1

Scope

*This revision
supersedes
by Sept 3 ->*

(a) This agreement shall govern the hours of service and working conditions of Train Dispatchers, and the term, "Train Dispatcher", as hereinafter used shall include chief, assistant chief, trick, relief, and extra train dispatchers. It is agreed that one (1) chief dispatcher shall be appointive and not subject to the provisions of Article IV (a) to (i), inclusive and Article V (a).

Definitions

(b) 1. Chief, Assistant Chief Dispatcher. These classes shall include positions in which the duties of incumbents are to be responsible for the movement of trains on a division or other assigned territory, involving the supervision of train dispatchers and other similar employees; to supervise the handling of trains and the distribution of power and equipment incident thereto; and to perform related work. In filling the position of Chief Dispatcher consideration shall be given employees on the seniority roster before hiring new employees.

2. Trick and Relief. This class includes positions in which the duties of incumbents are to be primarily responsible for the movement of trains by train orders or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto; and to perform related work.

3. Assigned Train Dispatcher. An assigned train dispatcher is one who is assigned by bulletin, notice, or displacement to a permanent or temporary position.

4. Extra Train Dispatcher. An extra train dispatcher is one who is unassigned as train dispatcher.

Classification

(c). Section (b), i.e. items 1 and 2 thereof, shall not operate to restrict the performance of work as between the respective classes herein defined, but the duties of these classes may not be performed by other officers or employees for the purpose of avoiding employment of additional train-dispatchers.

ARTICLE II

Hours of Service

(a) Eight (8) consecutive hours shall constitute a day's work.

Overtime

(b) Time worked in excess of eight (8) hours on any day or in excess of forty (40) hours in any work week, exclusive of the time required to make transfer, will be considered overtime and shall be paid for at the rate of time and one-half on the minute basis.

Transfer Time

(c) The term "time required to make transfer" as used in section (b) above, includes the time it is necessary for the train dispatcher who is being relieved to turn over to the relieving train dispatcher the information necessary to permit the relieving train dispatcher to fully and completely begin dispatching service on the trick to which he is assigned. A train dispatcher who is required to remain in charge during the time transfer is being made will not be considered as having accrued overtime, except to extent provided herein with respect to transfer time. A train dispatcher required to remain on duty after the expiration of his tour of duty will be paid for such time as overtime.

Starting Time of Positions

(d) No shift shall be started between the hours of 12:01 a.m. and 6:00 a.m. except in an emergency.

Service Other Than Regular Assignment

(e) A train dispatcher who is required to perform service other than that comprehended by his regular assignment will be paid therefor at the rate of time and one-half on the minute basis. For example, a trick dispatcher regularly assigned by bulletin to a regular assignment and who has his assignment changed at the direction of the Management will be paid therefor at the rate of time and one-half on the minute basis while performing such service.

Service in Advance
of Regular Start-
ing Time

(f) A train dispatcher who is required to perform service in advance of the regular starting time but continuous with his regular assignment will be paid a minimum of three (3) hours for two (2) or less hours of such service.

Service by Extra
Dispatchers

~~(g) Extra train dispatchers called for train dispatchers service shall be compensated not less than a day's pay for such service.~~

91 added Suppl

ARTICLE III

Rest Days

(a) Each regularly assigned train dispatcher, including chief train dispatchers, will be entitled and required to take two regularly assigned days off per week as rest days, except when unavoidable emergency prevents furnishing relief. Such rest days shall be consecutive to the fullest extent possible. Non-consecutive rest days may be assigned only in instances where consecutive rest days would necessitate working any train dispatcher in excess of five days per week.

Work on rest day

(b) A regularly assigned train dispatcher who is required to perform service on the rest days assigned to his position will be paid at rate of time and one-half for service performed on either or both of such rest days. An extra train dispatcher who is required to work as train dispatcher in excess of five consecutive days shall be paid one and one-half the basic straight time rate for work performed on either or both the sixth or seventh days but shall not have the right to claim work on such sixth or seventh day.

Rest day Duration

(c) The term "rest days" as used in above sections (a) and (b) means that for a regularly assigned train dispatcher seventy-two (72) hours, and for a regularly assigned relief train dispatcher (who performs five (5) consecutive days' train dispatcher service) fifty-six (56) hours, shall elapse between the time required to report on the day preceding the "rest days" and the time required to report on the day following the "rest day". These definitions of the term "rest days" will not apply in case of transfer account of train dispatcher exercising seniority.

Change in Rest
Day

~~(d) When necessity arises to change the rest days of a position, reasonable notice shall be given to all concerned and the senior men on a trick will have choice of rest days assigned to their trick.~~

Relief Service

~~(e) Where relief requirements regularly necessitate four (4) days or more of relief service per week, relief dispatchers will be employed, assigned and compensated at the rate applicable to positions worked.~~

When not engaged in dispatching service they shall be paid therefor at minimum rate applicable to truck train dispatchers in the office where relief service is performed. Service regularly less than four (4) days per week shall be considered extra work and shall be performed by extra train dispatchers at the daily rate applicable to each position worked. Relief requirements not covered by regular relief dispatchers will be met by using extra dispatchers.

* Combining Territory for Relief

(f) The combining of territory for relief purposes will not be permitted.

Sunday and Holiday Work

(g) Work performed on rest days and the following legal holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas, will be paid for at the rate of time and one-half, in lieu of their regular pay for that day. When the legal holiday falls on Sunday, the day observed by the Territory, nation, or by proclamation shall be considered the legal holiday.

ARTICLE IV

Seniority Datum

(A) After being properly qualified according to practices in effect, seniority as train dispatcher shall date from the time compensated service as such is first performed following last entrance into service in that capacity. Provided that, if two or more employees are qualified on the same date and the man senior in service of the railroad is prevented from being used as train dispatcher, he shall establish seniority ahead of and with the same dating as the man who is so used.

Rosters

(B) A seniority roster showing the names and seniority standing of all those entitled to hold seniority as train dispatcher under these rules shall be issued by the management and revised and reissued as of January 1st of each year. A copy of said roster shall be furnished each dispatcher holding seniority thereon, and be subject to correction upon proof of error or omission if protest in writing is made within thirty (30) days from date of issue upon which such entry appeared. Excepting that a dispatcher on leave of absence or sick leave during the whole or part of the thirty (30) days mentioned above shall have the right to submit, in writing, proof of error or omission for fifteen (15) days after date of return to duty from leave of absence.

Seniority Limits

(C) Seniority rights shall extend to all train dispatchers positions on The Alaska Railroad.

Filling Positions

(d) When filling positions covered by this Agreement, ability being sufficient, seniority as train dispatcher shall govern.

Displacement Rights

(e) A train dispatcher may exercise displacement rights to any position covered by these rules in the following instances: *See Suppl*

1. When he is displaced by a senior train dispatcher or his position is abolished.
2. When there is a material change in the working conditions or more than one (1) hour in the starting time of any position.

A train dispatcher desiring to exercise his rights under item (1) or (2) above shall do so within ten (10) days, in writing, unless prevented by sickness or proper leave of absence, in which event he must do so within ten (10) days of his return. Failure to comply with the time limit herein prescribed shall cause him to revert to the extra list and he may thereafter exercise seniority in accordance with these rules. A train dispatcher whose position has been claimed by a senior train dispatcher, in accordance with these rules may hold the position until the displacing dispatcher actually takes it.

Waiving of rights

(f) ~~Train dispatchers holding regular positions as such shall not lose seniority rights when they elect not to bid for a bulletin position.~~ *See Suppl*

Forfeiture of Seniority

(g) Failure to perform service as train dispatcher during a period of six (6) consecutive months shall cause forfeiture of seniority, except when such non-performance is due to lack of work, sickness, or otherwise provided in these rules. A train dispatcher who voluntarily relinquishes his position and enters other service, except as provided in section (i) hereof, shall forfeit his seniority as train dispatcher.

Extra Work

This new superseded by Suppl 3
then superseded by Suppl 5
(h) The senior extra dispatcher who is qualified will be called for extra dispatching work whenever he is available, without regard for loss of time in changing shifts. The senior man will be considered available if he can fill the vacancy without violating the Hours of Service Law, and is so situated that he can get to the point where the dispatchers' office is located in time to commence work at the starting time of the vacant shift.

Official Positions

(i) ~~Train dispatchers now filling, or who may hereafter accept, the position of Chief Dispatcher or official positions with the railroad shall retain and accumulate seniority.~~ *See Suppl*

If they return to positions covered by this agreement, they may *New Suppl 1*

1. Return to the position held at time they accepted the official position,
2. If such position no longer exists, they may displace the junior regularly assigned train dispatcher on the seniority roster from which promoted, or
3. Bid on vacancies then or thereafter bulletined.

ARTICLE V

Bulletining Positions

New Suppl 1
(a) Permanent vacancies, new positions, or temporary positions of more than thirty (30) days' duration, shall be bulletined within five (5) days to all train dispatchers on the seniority roster, who shall have five (5) days from date bulletin is posted within which to file application. The application must be in writing. The successful applicant shall be awarded the position within seven (7) days from close of bids. If a train dispatcher is temporarily absent during the entire period applications are to be filed, Section (b) of Article VI shall apply.

71 added to Suppl 1 by Suppl 2

Temporary Vacancy

New Suppl 1
(b) When filling a temporary vacancy resulting from sickness, vacation or leave of absence, known to be more than fifteen (15) days and less than thirty (30) days duration, it will not be bulletined but be given to the senior qualified applicant holding a regular position who will return thereto upon termination of such temporary service. Time lost in making changes under the provisions of this section will not be paid for. In the event no qualified regular train dispatcher applies, Article IV (b) will govern.

2 other revisions to Suppl 1 by Suppl 2

Assignment Requirements

New Suppl 1
(c) A train dispatcher who is awarded a position in accordance with the rules of this Agreement shall be placed thereon within seven (7) days. If not so placed he shall be compensated at overtime rate for each day he is held off such position after the seventh day at the rate of the position awarded.

Notice of change in force

New Suppl 2
(d) As much advance notice as possible but not less than six (6) days will be given of:

1. Reduction in regular positions, or
2. Consolidation of dispatching districts at same location. Before such change is made effective, conference upon request duly made shall be held to consider the adequacy of the force.

Relocation of Offices

(e) When changes are made in the location of any dispatching office requiring train dispatchers to move from one point to another, not less than fifteen (15) days' advance notice shall be given to the dispatchers affected. In such cases, time necessarily lost by regularly assigned train dispatchers will be allowed for traveling to the new point of employment at the rate of the last dispatcher's schedule position filled and they will be granted free transportation of household effects. Regularly assigned train dispatchers who are required to learn new territory will be allowed reasonable time within which to qualify without loss of pay, the superintendent to be the judge of time required. Upon request, the representatives of the train dispatchers will be afforded an opportunity to discuss with the management the contemplated changes herein provided.

Changes in Starting Time of Positions

(f) Forty-eight (48) hours' notice shall be given to the train dispatchers in the office affected of intended change in starting time of a permanent position.

ARTICLE VI

Leave of Absence

new Supp 2
(a) A train dispatcher may be granted a leave of absence limited to six (6) months in any twelve (12) consecutive months period without loss of seniority. Leave of absence in excess of six (6) months may be granted only by agreement between the Superintendent and the Chairman of the Train Dispatchers. Leave of absence shall not be required in cases of known physical disability. Letter granting leave of absence shall be furnished the man on leave in each instance.

Return from Leave of Absence

(b) A train dispatcher returning from leave of absence shall return to his regular position, except that if changes were made during his absence he may, within five (5) days, exercise seniority to the same extent as he would have been entitled to if he had been in active service when such changes occurred.

Committeemen

(c) Committeemen of the organization party hereto will, upon request and if possible, be relieved from duty to handle organization matters on this railroad.

Sick and Annual Leave

(d) The sick and annual leave practices now in effect together with existing Federal law shall apply and continue in effect until changed by legislation or Federal regulations.

ARTICLE VII

Basis of Employment Rates of Pay

(a) Train dispatchers' basic rates of pay shall be as shown in the currently effective wage schedule and any supplements thereunto.

Determining Hourly Rates

(b) If the basic rate of compensation of the employee is fixed on a monthly basis, multiply such basic rate of compensation by twelve (12) to derive a basic annual rate of compensation, divide such basic annual rate of compensation by 260 to determine the daily rate and divide the annual rate of compensation by two thousand eighty (2080) to determine the basic hourly rate.

Time Lost Account Hours of Service

(c) Loss of time on account of the Hours of Service Rule, or in changing positions, by direction of proper authority, shall be paid for at the rate of the position for which service was performed immediately prior to such change. This does not apply in case of transfers account employees exercising seniority nor when dispatcher used off assignment as per Article II, section (e).

Rates of New Positions

(d) Rates of pay for additional dispatching positions which may be created or restored will be the same as for other train dispatchers' positions.

Attending Court or Inquest

(d) Train Dispatcher, who at request of the railroad, attends Court or appears as witness for the railroad will be furnished transportation and will be compensated at the daily rate of their assignment, or if an extra train dispatcher, at train dispatchers' daily rate for each day so engaged with a maximum of eight (8) hours for each calendar day, and if so used on rest days assigned to his position, Article III (b) shall apply; where meals and lodging are not furnished by the railroad, travel expenses will be allowed in accordance with current Government Travel Regulations. Employees attending Court and Jury Duty will be covered by the Act of June 29, 1940, and all rules pertaining thereto.

ARTICLE VIII

Discipline

~~(a) A train dispatcher shall not be disciplined without a proper hearing as provided in Section (b) of this Article.~~

Hearings

(b) A train dispatcher who is charged with an irregularity which might result in his being disciplined shall be notified in writing of the precise charge against him and given a fair and impartial hearing by the Superintendent or his designated representative within ten (10) days from date of such notice.

He shall have the right to be represented by a train dispatcher and/or an official of the American Train Dispatchers Association. He shall be given reasonable opportunity to secure the presence of necessary witnesses. The decision shall be rendered within ten (10) days from close of hearing.

Appeals

(c) If the decision is not satisfactory to the train dispatcher, the case may be appealed through the Committee to the next higher official within fifteen (15) days from the date decision is received by the train dispatcher. Hearing on appeal shall be granted within ten (10) days from date of appeal and decision rendered within fifteen (15) days from close of hearing.

Reinstatement

(d) If decision decrees that the charges against the train dispatcher were not sustained, his record will be cleared of such charge; if suspended or dismissed, he will be reinstated and will be compensated for net wage loss, if any, suffered by him. When appeals are made to the highest officer of the railroad designated to handle such matters, receipt thereof shall be acknowledged on the date of receipt. If hearing on appeal is deemed necessary it shall be held without unnecessary delay. A decision on appeal shall be rendered within fifteen (15) days from receipt of appeal, or within fifteen (15) days from close of hearing unless an extension of time is agreed to by the designated representative of the Train Dispatchers. If decision is not rendered within the time limit specified herein or extended hereby, the charges against the train dispatcher shall be considered as not having been sustained.

Transcripts

(e) If stenographic record of hearing is taken, copy will be furnished the employee or his representative on request.

Unjust treatment

(f) A train dispatcher who considers himself unjustly treated in any respect where no discipline is involved shall have the right of hearing and appeal as provided in this Article if written request is made to his superintendent within thirty (30) days from the date of cause of complaints.

ARTICLE IX

Privacy of Office

(a) Dispatching offices will be maintained as private as possible.

Transportation

(b) Train dispatchers and their dependents will be granted as liberal transportation privileges as are accorded other subordinate officials.

ARTICLE X

Representation

(a) The American Train Dispatchers Association is hereby recognized as the duly authorized and delegated representative of the train dispatchers in the service of The Alaska Railroad and for the Management to so consider and accordingly deal with the representatives of said association shall be construed as being one of the requirements of this Agreement. The System Committee of the American Train Dispatchers Association on the railroad will represent all train dispatchers thereon in the making of all Agreements, rules, wage rates, and working conditions, and formal interpretations thereof. The committee may be assisted by any duly authorized officer of the American Train Dispatchers Association.

ARTICLE XI

Effective Date

(a) This agreement shall be effective April 18, 1950 and continue in effect until it is changed in accordance with section (b) of this Article.

Changes

(b) Should either of the parties to this Agreement desire to revise or modify these rules, thirty (30) days' written notice containing the proposed changes shall be given, and conference thereon held within thirty (30) days from date of such notice unless other date is mutually agreed upon.

It is understood and agreed that this Agreement is superseded by and subordinate to any Federal legislation.

/s/ John D. Shaw
John D. Shaw, General Chairman
American Train Dispatchers Assn.

APPROVED:

/s/ C. S. Matthews,
C. S. Matthews, Vice President
American Train Dispatchers Assn.

/s/ J. P. Johnson
J. P. Johnson, General Manager
The Alaska Railroad

/s/ Roy V. Boyd
Roy V. Boyd, Sup't. of Operations
The Alaska Railroad

/s/ Paul Shelmerdine
Paul Shelmerdine, Director of
Personnel, The Alaska Railroad

(Signed) OSCAR L. CHAPMAN
Secretary of the Interior

SUPPLEMENT #1

UNITED STATES
DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

Anchorage, Alaska
February 1, 1953

Supplement No. 1
to

Agreement by and between The Alaska Railroad and Train Dispatchers represented by the American Train Dispatchers Association governing hours of service and working conditions effective April 17, 1950.

The following revision of rules in the Agreement between The Alaska Railroad and the American Train Dispatchers Association effective April 17, 1950 is hereby agreed upon and made effective as of February 1, 1953.

ARTICLE I

(a) Revised.

This agreement shall govern the hours of service and working conditions of Train Dispatchers, and the term "Train Dispatcher" as herein used shall include chief, assistant chief, trick, relief and extra train dispatchers. It is agreed that one (1) chief train dispatcher shall be appointive and not subject to the provisions of Article IV, Section (3), 1, 2 and 3 thereof; Article V, Section (a) 1 and Section (b) 2 and 3. (all as revised.)

(b) 3. Revised.

Assigned Train Dispatcher: An assigned train dispatcher is one who is assigned by bulletin, notice, or displacement to a permanent or temporary position. The terms "bulletin", notice, or displacement" mean any method by which an assignment is made, but such assignment must be made in writing.

(c) Revised.

1. Section (b), i.e., items 1 and 2 thereof, shall not operate to restrict the performance of work as between the classes therein defined, but the duties of these classes may not be performed by other officers or employees.

2. Combining the duties of the classes defined in items 1 and 2 of Section (b), Article I, into one position, or when such combination position is abolished or otherwise discontinued, shall constitute a new position or positions, including the relief assignments affected, and shall be bulletined as such.

ARTICLE II

(g) Revised.

Extra and assigned train dispatchers called for extra dispatching service shall be compensated not less than a day's pay for such service.

ARTICLE III

(b) Revised by addition of paragraph 1.

1. Work required to be done on either or both of the rest days of a regular position will be performed first, by the assigned relief dispatcher when available; second, by an extra dispatcher, if available, and subject to Section (h) of Article IV; third, by the regular incumbent of the position, if available; fourth, by the senior regular dispatcher who would be rested to assume his regular assignment after having performed such extra work.

(d) Revised.

When necessity arises to change the rest days of a position, reasonable notice shall be given to all concerned.

(e) Revised.

1. Where relief requirements regularly necessitate four (4) days or more of relief service per week, relief dispatchers shall be employed, assigned and compensated at the rate applicable to the positions worked.

2. When not engaged in dispatching service such assigned relief dispatchers shall be paid therefor at minimum rate applicable to trick train dispatchers in the office where relief service is performed.

3. Relief requirements regularly less than four (4) days per week shall be considered extra work, and when performed by extra train dispatchers, they shall be compensated at the daily rate applicable to each position worked.

ARTICLE IV

(e) Revised.

1. A train dispatcher may exercise displacement rights to a position covered by this agreement in the following instances:

2. When he is displaced by a senior train dispatcher, or his position is abolished or discontinued.

3. When there is a change in the starting time of his position of more than one (1) hour.

4. A train dispatcher desiring to exercise seniority rights under items 2 or 3 above shall do so within five (5) days, in writing, unless prevented by sickness or proper leave of absence, in which event he must do so within five (5) days after his return. Failure to comply with the time limit herein prescribed shall cause him to revert to the extra list and he may thereafter exercise seniority in accordance with this agreement. A train dispatcher whose position has been claimed by a senior train dispatcher in accordance with these rules may hold the position until the displacing dispatcher actually takes it.

(f) Revised.

1. Train dispatchers holding regular positions as such shall not forfeit seniority rights when they elect not to bid for a bulletined position.

2. Train dispatchers not holding a regular position as such shall forfeit their seniority when they elect not to bid for a bulletined position.

(h) Revised.

1. The senior extra dispatcher who is qualified will be called for extra dispatching work whenever he is available, up to forty (40) hours per week, without regard for loss of time in changing shifts. The senior extra dispatcher will be considered available if he can fill the vacancy without violating the hours of service law, if so situated that he can get to the point where the dispatchers office is located in time to commence work at the starting time of the vacant shift, and is not then engaged in dispatching duties.

2. In the event no extra dispatcher is available, such extra work, except as provided for in Article III, Section (b), para. 1 (as added), will be performed by the senior regular dispatcher in turn who is available and who would be rested to assume his assigned position after having performed such extra work; and shall be compensated therefor at the rate of the position worked. (The Chief Train Dispatcher is excepted from the provisions of this rule.)

(i) Revised.

1. Train dispatchers now filling, or who may hereafter accept the position of Chief Train Dispatcher, or other official position with the Railroad, shall retain and accumulate seniority.

2. Train dispatchers so promoted may return to a position covered by this agreement by the exercise of displacement rights.

ARTICLE V

(a) Revised.

1. Permanent vacancies, new positions, and temporary positions of thirty (30) days or more duration, shall be bulletined within twenty-four (24) hours. Dispatchers shall have five (5) days to bid. Bids must be in writing. The successful applicant shall be awarded the position within twenty-four (24) hours from the close of bids. If a train dispatcher is temporarily absent on authorized leave during the entire period applications are to be filed, Section (b) of Article VI shall apply.

2. If no bids are received on a vacancy so bulletined, the senior extra dispatcher shall be assigned thereto. If there be more than one extra dispatcher, and all have forfeited seniority under the provisions of Article IV, Section (f) 2, the senior extra dispatcher will be considered as the one who first established seniority date.

Bulletins issued under the provisions of this agreement shall state the hours of service, rest days, rate of pay, and extent of dispatching territory defined by subdivisions, provided that the above details need not be given except when they differ from the previous bulletin.

4. Any change in existing positions as defined in para. 3 above, except as provided in Article III, Section (d) and Article IV, Section (e), para. 3, shall constitute a new position or positions and shall be bulletined as such. The old position or positions thus affected shall be abolished.

(b) Revised.

1. Temporary vacancies of not more than fifteen (15) days shall be considered as extra work.

2. Except as provided in para. 5 below, temporary vacancies of more than fifteen (15) days and less than thirty (30) days duration will not be bulletined, but will be given to the senior qualified applicant holding a regular position, who will return thereto upon the termination of such temporary service. Time lost in making changes under this rule will not be paid for. In the event no qualified regular train dispatcher applies, Article IV (h) will govern.

3. Notice of temporary positions under para. 2 above shall be posted in the Dispatchers office for a period of three (3) days. The successful applicant shall be awarded the temporary position immediately following the close of the three (3) day period, and he shall be placed on the position so awarded as soon thereafter as practicable, but not in violation of Article III (a), if it can be avoided. Applications must be made in writing.

4. Except when the Chief Train Dispatcher is absent for weekly rest day purposes, whenever the Chief Train Dispatcher's position is temporarily vacated by the regular incumbent, announcement, by issuance of appointment notice, will be made of who has been appointed as acting chief train dispatcher.

5. If the acting chief train dispatcher so appointed holds a regular assignment as train dispatcher, the provisions of Article II (e) will not apply to such individual, but in lieu thereof, and in such instances, the senior qualified applicant may apply for, and be given, such temporary vacancy as results therefrom without regard to the time limitations of Article V (b), para. 2.

6. The General Chairman of the American Train Dispatchers Association shall be furnished a copy of all bulletins, notices, award notices and assignment notices.

7. Notices or bulletins of positions available under Section (a), para. 1 and 3 of Article V shall, whenever possible, be posted sufficiently in advance to enable the successful applicants to transfer to such positions on the day they become vacant.

8. If a train dispatcher holding a temporary position is the successful applicant for a different temporary position, he relinquishes his former temporary assignment and it becomes a vacancy. He shall not be eligible to bid for that vacancy unless he loses his new temporary assignment through abolishment or the operation of these rules.

(c) Revised.

A train dispatcher who is awarded a position in accordance with the rules of this agreement shall be placed thereon within five (5) days. If not so placed he shall be compensated at overtime rate for each day he is held off such position after the fifth day at the rate of the position worked.

FOR THE ORGANIZATION:

Paul Hines
Paul Hines, General Chairman
American Train Dispatchers Ass'n

FOR THE ALASKA RAILROAD:

John E. Manley
John E. Manley
Acting General Manager

R. H. Bruce
R. H. Bruce
Superintendent of Operations

Paul Shelderdine
Paul Shelderdine
Director of Personnel

SUPPLEMENT #2



UNITED STATES
DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

ANCHORAGE, ALASKA
November 9, 1954

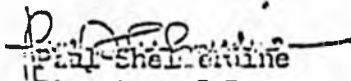
Mr. Kerwin M. Frank
General Chairman
American Train Dispatchers Association
Anchorage, Alaska

Dear Mr. Frank:

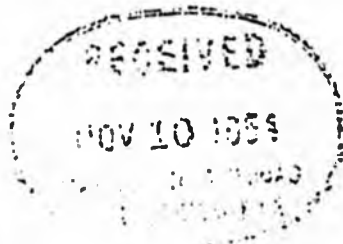
Attached are two (2) copies of Supplement No. 2 to the Agreement between The Alaska Railroad and Train Dispatchers represented by the American Train Dispatchers Association governing Hours of Service and Working Conditions, effective April 17, 1950.

Additional mimeographed copies of Supplement No. 2 will be available shortly.

Very truly yours,


Paul Sherman
Director of Personnel

cc: Mr. John E. Manley ✓
Mr. R. H. Bruce



UNITED STATES
DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

Anchorage, Alaska
July 1, 1954

Supplement No. 2

to
Agreement by and between The Alaska Railroad and Train
Dispatchers represented by the American Train Dispatchers
Association governing hours of service and working conditions
effective April 17, 1950

The following revision of rules in the Agreement between The
Alaska Railroad and the American Train Dispatchers Association effective
April 17, 1950 and Supplement No. 1 dated February 1, 1953 is hereby
agreed upon and made effective as of July 1, 1954.

ARTICLE V

Notice of change
in force

(d) As much advance notice as possible but
not less than five (5) days will be given of:

ARTICLE VI

Leave of
Absence

(a) A train dispatcher may be granted a leave
of absence limited to ninety (90) days in any
twelve (12) consecutive months period without loss
of seniority. Leave of absence in excess of ninety
(90) days may be granted only by agreement between
the Superintendent and the Chairman of the Train
Dispatchers. Leave of absence shall not be re-
quired in cases of known physical disability.
Letter granting leave of absence shall be furnished
the man on leave in each instance.

Article V of Supplement No. 1, dated February 1, 1953, is
amended as follows:

To Article V (a) add: "A dispatcher, having been assigned
to a temporary position, after a period of ninety
(90) days or more may, upon written request,
relinquish his temporary position and go on his
permanent assignment."

Section 4 of the same Article is changed by eliminating the words "Article III, Section (d) and".

Section 4 (b)(3) of the same Article is changed as follows:

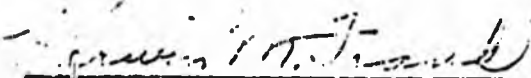
"Notice of temporary positions under paragraph 2 above shall be posted in the Dispatchers office for a period of three (3) days. The successful applicant shall be awarded the temporary position immediately following the close of the three-day period and he shall be placed on the position so awarded within five (5) days, but not in violation of Article III (a) if it can be avoided. Applications must be in writing."

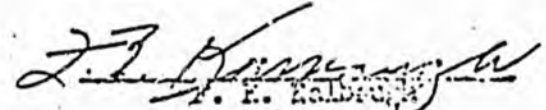
Section 4 (b)(3) of the same Article is revised by adding the following:

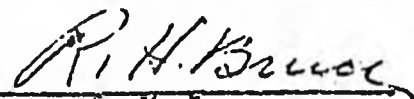
"If a train dispatcher, while working a temporary position, is the successful applicant for a permanent position, he may upon written request relinquish his temporary position and go to his permanent assignment."

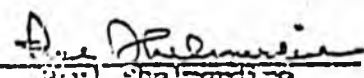
FOR THE ORGANIZATION:

FOR THE ALASKA RAILROAD:


Herman H. Frank, Gen. Chairman
American Train Dispatchers
Association


F. E. Halbrook
General Manager


R. H. Bruce
Superintendent of Operations


Paul Shalmonds
Director of Personnel

SUPPLEMENT #3

UNITED STATES
DEPARTMENT OF THE INTERIOR
THE ALASKA RAILROAD

Anchorage, Alaska
March 21, 1955

Supplement No. 23
to

Agreement by and between The Alaska Railroad and Train Dispatchers represented by the American Train Dispatchers Association governing hours of service and working conditions effective April 17, 1950.

The following revision of Article IV (h) of the agreement between The Alaska Railroad and the American Train Dispatchers Association is agreed to and made effective as of March 21, 1955:

ARTICLE IV

(h) The senior extra dispatcher who is qualified will be called for extra dispatching work whenever he is available, up to forty (40) hours per week, without regard for loss of time in changing shifts; the senior extra dispatcher will be considered available if he can fill the vacancy without violating the hours of service law, and is not then fulfilling the rest days requirement of his regular assignment in another craft, and is so situated that he can get to the point where the dispatchers office is located in time to commence work at the starting time of the vacant shift, and is not then engaged in dispatcher duties, and provided further, if then fulfilling his regular assignment in another craft, that an employee is available to relieve him without penalty payment of wages unless the dispatcher vacancy is to be more than three (3) days' duration.

FOR THE ORGANIZATION:

Kerwin M. Frank, General Chairman
American Train Dispatchers Assoc.

FOR THE ALASKA RAILROAD:

John E. Manley
Acting General Manager

R. H. Bruce
Superintendent of Operations

Paul Shelmerdine
Director of Personnel

SUPPLEMENT #4

UNITED STATES
DEPARTMENT OF THE INTERIOR
The Alaska Railroad

Anchorage, Alaska
April 10, 1956

SUPPLEMENT NO. #3
to

Agreement by and between The Alaska Railroad and Train Dispatchers represented by the American Train Dispatchers Association governing hours of service and working conditions effective April 17, 1950.

The following revision of rules in the Agreement between The Alaska Railroad and the American Train Dispatchers Association effective April 17, 1950 is hereby agreed upon and made effective as of April 10, 1956/

ARTICLE I

.(a) Revised.

This agreement shall govern the hours of service and working conditions of train dispatchers. The term "train dispatcher", as herein used, shall include all train dispatchers except one chief train dispatcher in each dispatching office who is not, regularly, assigned to a shift performing train dispatcher's work.

NOTE: Two rest days per week shall be assigned to each excepted chief train dispatcher position as a part of the weekly schedule of work for any train dispatcher assignment.

Relief of excepted chief train dispatchers for their annual vacation, and other temporary periods of absence from their positions, shall be made by qualified train dispatchers from the seniority district involved.

FOR THE ORGANIZATION:

Kerwin M. Frank
Kerwin M. Frank, General Chairman
American Train Dispatchers Association

FOR THE ALASKA RAILROAD:

R. N. Whitman
R. N. Whitman
General Manager

R. E. Bruce
R. E. Bruce
Superintendent of Operations

Paul D. Sheldene
Paul Sheldene
Director of Personnel

SUPPLEMENT #5

UNITED STATES
DEPARTMENT OF THE INTERIOR
The Alaska Railroad

Supplement No. 5

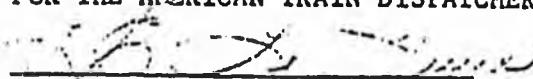
Supplement No. 3 to the Agreement by and between The Alaska Railroad and Train Dispatchers, represented by the American Train Dispatchers Association, governing hours of service and working conditions, and which was made effective March 21, 1955, is revised, effective April 19, 1962, as follows:

ARTICLE IV

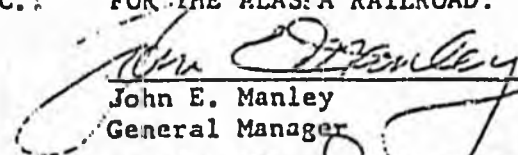
(h) When a vacancy occurs for extra dispatching work, the extra board incumbent will be used for vacancies known to be five (5) days or less. When a vacancy occurs for in excess of five (5) days, the senior extra dispatcher who is qualified will be called for dispatching work when he is available up to forty (40) hours per week, without regard for loss of time in changing shifts. When the extra board incumbent is not available for extra work in the dispatchers' office, the senior extra dispatcher will be called if he can fill the vacancy without violating the hours of service rule, and is not then fulfilling the rest day requirements of his regular assignment in another craft, and is so situated that he can get to the point where the dispatchers' office is located in time to commence work at the starting time of the vacant shift, and is not then engaged in dispatcher duties, and provided further, if then fulfilling his regular assignment in another craft, that an employee is available to relieve him without penalty payment of wages unless the dispatcher vacancy is to be more than three (3) days' duration.

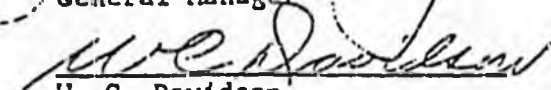
Dated at Anchorage, Alaska, April 19, 1962.

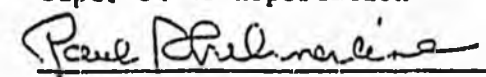
FOR THE AMERICAN TRAIN DISPATCHERS ASSOC.:


L. E. LeQuire
General Chairman

FOR THE ALASKA RAILROAD:


John E. Manley
General Manager


W. C. Davidson
Supt. of Transportation


Paul Shelmerdine
Personnel Officer

MEMORANDUM OF UNDERSTANDING
between
THE ALASKA RAILROAD
and
THE AMERICAN TRAIN DISPATCHERS ASSOCIATION

We agree as follows:

I. PAY SYSTEM AND GRADE

Employees currently classified as Assistant Chief Dispatcher and employees currently classified as Train Dispatcher, shall henceforth be classified and paid as Assistant Chief Dispatcher and will perform the same work defined in the agreement as duties of Assistant Chief Dispatcher, and as performed prior to the effective date of this agreement with the exception of Crew Calling (Reference Article VI). The pay system and grade for Assistant Chief Dispatcher shall be WSE (Wage Supervisor Equivalent) Grade 10.

II. SHIFT DIFFERENTIAL

Rules for payment of shift differential under the WS pay system shall be applicable under the WSE pay system.

III. RELIEF OF CHIEF DISPATCHER

Mr. K. Greene, the present incumbent of the combined position of First Trick Train Dispatcher/Relief Chief Dispatcher shall continue to be paid at the rate of Chief Dispatcher (on the Chief Dispatcher's assigned days of rest) until Mr. Greene is displaced from this assignment, permanently vacates this assignment, or bids a permanent change of assignment as defined by the agreement.

Thereafter, the employee who performs the duties of Acting Chief Dispatcher for periods of three days or less shall be compensated for such periods of duty at an hourly rate which is equal to: the rate of that employee plus one-half of the cents per hour difference between the employee's rate and the rate of the Chief Dispatcher, at the same step. Chief Dispatcher's rate to be expressed in terms of RR pay system for this computation (currently RR-18).

Employees assigned to perform the duties of Acting Chief Dispatcher for continuous periods of more than three days shall be paid at the rate of grade RR-18, at the employee's corresponding step, for all time performing such higher level duties.

IV. AGREEMENT TO RENEGOTIATE

Within 90 days from the date of this Memorandum of Understanding the parties will meet to negotiate ground rules preparatory to revising and renegotiating all agreements, supplements, memorandums, letters, and understanding between them. EXCEPT that the terms and agreements specified in this document shall not be subject to renegotiation except by mutual consent of the parties.

V. SETTLEMENT OF CLAIMS

All claims and grievances now pending between the parties (except the issue of transfer time) will be withdrawn by the organization.

The organization agrees that it has no claim to payment for night shift differential prior to the effective date of this document.

VI. CREW CALLING

The Employer agrees that within 90 days from the effective date of this Agreement, that incidental duties of calling crews will not be required of Assistant Chief Dispatchers.

VII. PRIMACY OF THIS MEMORANDUM

This Memorandum of Understanding represents a full and final settlement with respect to wages, pay level, night shift differential, grievances regarding these and other matters, and supersedes any and all prior agreements and understandings with which it conflicts.

Don. Tammert for
L. E. LeQuire
General Chairman, ATDA

-S-
W. C. Davidson
Operations Officer, AR

-S-
R. J. Irvin
Vice President, ATDA

-S-
R. W. Krueger
Personnel Officer, ARR

February 26, 1978
Effective Date



SCHEDULE OF PAY,
RULES AND REGULATIONS
COVERING
BOILERMAKERS, BLACKSMITHS,
MECHANICS, HELPERS
AND APPRENTICES

UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
The Alaska Railroad

Schedule of pay, rules and regulations
governing Blacksmiths, Filermakers,
Iron Shipbuilders, Helpers and
Apprentices

and

Basic Labor Agreement

This book has been printed for use of The
Alaska Railroad and its employees. Please
return upon Terminating Service.

Book Assigned to:

Revised February 5, 1970

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UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
THE ALASKA RAILROAD

Schedule of pay, rules and regulations
governing Blacksmiths, Boilermakers,
Iron Shipbuilders, Helpers, and Apprentices

This Agreement is made between The
Alaska Railroad, Anchorage, Alaska, here-
after referred to as "Management" and
the International Brotherhood of Blacksmiths,
Boilermakers, Iron Shipbuilders and Helpers,
Lodge No. 708, AFL-CIO, hereafter referred
to as the "Union.

The participants agree as follows:

It is the intent and purpose of the
participants to promote and improve the
efficient administration of the Federal Ser-
vice, to promote the well being of employees
within the framework of Executive Order 11491,
to establish a basic understanding relative
to personnel policies, practices and other
matters affecting conditions of employment,
and to provide a means for amicable dis-
cussion and adjustment of matters of mutual
interest.

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

Section 1. This Agreement is subject to the limitation on the discretionary powers of the Management Official of The Alaska Railroad over the area negotiated and it is applicable to the units for which the Union has been granted exclusive recognition.

Section 2. Management recognizes that the Union is the exclusive representative of all non-supervisory blue collar employees in the bargaining unit or units. The Union recognizes the responsibility of representing the interests of all such employees by the provisions of this agreement.

Section 3. Other units which are granted exclusive recognition may be covered by this agreement when mutually agreed upon by Management and the Union and placed in written form.

ARTICLE II

RESPONSIBILITIES AND RIGHTS OF MANAGEMENT

Section 1. The right to make reasonable rules and regulations shall be considered acknowledged functions of Management. In making rules and regulations

relating to personnel policies, and practices and procedures, and matters of working conditions, Management shall give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement and the provisions of Executive Order 11491; however, such obligation and regard shall not be construed to extend to such areas of discretion and policy as the functions or mission, the budget, organization, assignment of personnel, the technology of performing work, or matters pertaining to the National Security.

Section 2. Management shall maintain a continuing program for the placement of handicapped employees, or those employees temporarily limited to light duty and who cannot be utilized in their primary assignment. It is recognized that in some instances a brief period of indoctrination may be required. Special consideration will also be given to the assignment of reserved parking spaces for use by handicapped employees depending upon the degree and nature of the handicap, availability, and nature of assignment.

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 1. Management and the Union

agree that employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity. Except as expressly provided here and in Executive Order 11491, the freedom of such employees to assist any Union organization shall be recognized as extending to participation in the Union and acting for the Union in the capacity of a Union Representative, including presentation of Union views to officials of the Executive Branch, Congress, or other appropriate authority. Management shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure that employees are apprised of the rights described in this Article, and that no interference, restraint, coercion or discrimination is practiced to discourage membership in Union organization.

Section 2. Any employee covered by the provisions of this Agreement and during the period he is on the payroll of Management, shall not forfeit any benefits of this Agreement while on detail or assignment to another Activity or Division including off-site or satellite facilities for which Management has been delegated responsibility. Excludes assignment or

promotion to Supervisory positions.

Section 3. Employees shall have access to their respective personnel file and the personnel file shall contain a job description stating the work performed by the employee.

Section 4. Employees covered by this Agreement and those dependent upon them for support will be given the same consideration in granting free transportation as is granted other non-operating employees in service.

ARTICLE IV

PROVISIONS OF LAW AND REGULATION

Section 1. It is agreed by Management and the Union that nothing in this Agreement shall be so interpreted as to conflict with provisions of any existing or future law or regulation of the Federal Government. This includes, but is not restricted to, those rules and regulations issued by the Civil Service Commission and the Department of Transportation.

Section 2. Management agrees to furnish the Union with two copies of any directives from higher Headquarters which affect employees or which alter Management's discretionary authority with regard to any item dealt with in this Agreement

to all employees in the unit. Management agrees to consult with the Union concerning alleged inequities in this connection.

Section 4. It is further recognized that this Agreement does not alleviate the responsibility of either party to meet with the other to discuss and consult on matters not covered by this Agreement, which come within the scope of consultation and negotiation. It is further agreed and understood that the Management will consult with the Union before issuing any official directives which adversely affect the general working conditions covering the employees within the bargaining unit but which are not specifically covered by this Agreement.

ARTICLE VI

UNION REPRESENTATION

Section 1. Management recognizes the Union as the exclusive collective bargaining agent for all employees covered by this Agreement. Management further recognizes the right of the Union to designate Shop Stewards and Union Representatives from among the employees of the unit. Management agrees to recognize the Shop Stewards and Representatives designated by the Union.

before implementing same. When such directives are not readily available Management agrees to requisition the two copies for the Union.

ARTICLE V

APPROPRIATE MATTERS

Section 1. It is agreed and understood that matters appropriate for negotiation in this Agreement, or for consultation between the parties are policies, programs and procedures related to working conditions which are within the discretion of Management, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances, appeals, leave, promotion plans, demotion practices, pay practices, reduction in force practices, and hours of work.

Section 2. Management agrees that the Union will be notified before changes are made to existing benefits, practices, and understandings which have been authorized by Management but which are not specifically covered by this Agreement.

Section 3. Management agrees that all privileges and benefits extended within the limits of its discretionary power will be applied fairly and equitably

Section 2. The number of Stewards and Representatives shall be only that number required to assure each employee of the unit ready access to a Steward in his work location. The designated number of stewards shall also be sufficient to assure that the Union can properly carry out its responsibilities under the terms of this Agreement. For the purposes outlined in Sections 1 and 2 of this Article, the Union agrees to supply Management in writing, and shall maintain with Management on a current basis, a complete list of all Union authorized Representatives, Stewards and any alternates.

Section 3. Management agrees to recognize the officers and duly designated representatives of the Union and shall be advised in writing by the Union of the names of its officers and representatives.

Section 4. An employee who alleges and feels that he has a grievance or complaint shall be, upon request to his supervisor, allowed time to report his grievance or complaint to the Shop Steward, and when a pending grievance is reported to the Shop Steward or Representative, that Steward or Representative shall be allowed the time necessary to investigate the reported grievance. This investigative procedure may require discussions with employee(s) within the bargaining unit or outside and representatives of Management (supervision) responsibilities or in some

cases all three, in order to evaluate the facts and carry out the Union's responsibility under the terms of this Agreement.

Section 5. Management agrees that Stewards, Union officers, representatives and employees shall be allowed to leave their assigned areas to go to other departments, shops or offices when it is necessary to do so in order to accomplish the purposes outlined in Section 4 above, and in order to bring about a prompt and expeditious disposition of a complaint or grievance. It is further agreed that such activity shall be engaged in without any loss in pay or benefits to the employees authorized to act in behalf of the bargaining agent under the terms of this Agreement or to the employees contacted. Permission, in these instances, will be granted unless the individuals work situation precludes such action. In any event, approval will be granted at the earliest opportunity.

Section 6. Management agrees that any representative of the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders & Helpers, AFL-CIO, or Local Lodge, upon request to Management shall be allowed into the activity at reasonable times on official Union business.

Section 7. Administrative leave may be granted to an employee Union

representative to receive training, information, briefing and orientation on matters within the scope of Executive Order 11491--including statutory or regulatory provisions relating to pay, working conditions, work schedules, employee grievance procedures, performance rating, adverse action appeals and agency policy.

ARTICLE VII

HOURS OF WORK AND BASIC WORK WEEK

Section 1. Eight (8) hours shall constitute a normal work day. The normal basic work week shall be Monday through Friday. When one shift is employed, the starting time shall not be earlier than 7:00 a.m., or later than 8:00 a.m., except at outlying points. When two (2) shifts are employed, the starting time of the first shift shall not be earlier than 7:00 a.m. or later than 8:00 a.m., and the second shift shall start immediately following the close of the first shift. When three (3) shifts are employed, the starting time of the first shift shall not be earlier than 7:00 a.m. or later than 8:00 a.m., and the starting time of the other shifts shall be regulated accordingly.

Section 2. Assignments may be made for eight (8) hours excluding an assigned meal period which shall not be less than

thirty (30) minutes or more than one (1) hour; except such assignments may be made to consist of eight (8) consecutive hours including an allowance for lunch on the job.

Section 3. Where three (3) assignments performing the same service are coupled in continuous service covering the twenty-four hour period, each such continuous service assignment shall consist of eight (8) consecutive hours including the allowance for lunch on the job site and lunch time shall be twenty (20) minutes between the fourth and fifth hour.

Section 4. Management agrees not to change the normal basic work week of Monday through Friday of any employee except in those cases where a regular tour of duty would seriously handicap the performance of function or would result in substantially increased cost. It is recognized that functions of The Alaska Railroad operate on a seven-day work basis and that certain five-day work weeks will involve work on Saturday and Sunday. In those cases when a change in the normal work week is necessary, Management shall consult with the Union in determining which specific jobs fall within the category for which a re-arranged

basic work week of other than Monday through Friday is appropriate. In no case shall an employee be required to work in excess of five (5) eight (8) hour consecutive days without payment of overtime.

Section 5. Where it is necessary to close the installation or an activity therein and administrative excused leave is granted because of inclement weather, breakdown of equipment, or other emergency "Act of God" situations, employees who report for work shall be given administrative excused leave for the period of the emergency situation.

Section 6. Management will permit adequate wash-up time before each lunch period, and adequate clean-up time at the end of each shift for the purpose of returning tools, cleaning the work area and machinery as necessary, and in each instance, wash-up time will not exceed five minutes on a straight time basis. No employee shall be required to remain after the end of his shift, without compensation, for the purpose of cleaning his designated area.

Section 7. Eight (8) hours of service will constitute a days work. 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 Railroad and employees, shall be paid in accordance with the present wage schedule and supplements thereto.

Section 8. At terminals where one shift only is worked, working hours may be established to meet local conditions providing, however, that the eight (8) hours of said shift may be worked within a spread of not more than twelve (12) hours with but one interval of release of not less than two (2) hours.

Section 9. An employee required to work any part of the meal period will be allowed time therefor on the minute basis at rate of time and one-half. In the event there is not sufficient time remaining within the limits of the meal period in which to procure lunch (not less than twenty (20) minutes), employee will be allowed not to exceed twenty (20) minutes including any time remaining within the meal period in which to eat, without deduction therefor.

This does not apply to employees who are assigned to eight (8) consecutive hours without meal period and who are allowed twenty (20) minutes in which to eat without deduction of pay.

Section 10. At small outlying points where the service is intermittent, not requiring continuous application, assignment may be made for employees to work eight (8) hours within a spread of twelve (12) consecutive hours with but one interval of not less than two (2) hours of release. Time actually worked in excess of eight (8) hours will be paid for at the rate of time and one-half.

Section 11. Not less than five (5) working days (exclusive of Sunday and holidays) notice will be given before hours or forces are reduced.

ARTICLE VIII

EMERGENCY ROAD AND WRECKING SERVICE

Section 1. An employee regularly assigned to work at a shop, engine house, repair track, or inspection point, when called for emergency work or road work away from such shop, engine house, repair track, or inspection point, will be paid from the time called to leave home station, until his return for all time worked, and will be paid straight time rates for traveling or waiting, except assigned rest days and holidays, which

will be paid for at the rate of time and one-half, whether waiting, working or traveling. If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) hours or more, such relief time 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 home station. Where meals and lodging are not provided by the Railroad, travel expenses in accordance with the current Standard Government Travel Regulations 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. A wrecking service employee will be paid under this rule, except that all time working, waiting or traveling on week days after the recognized straight time hours at home station and all time working, waiting or traveling on assigned rest days and holidays will be paid for at the rate of time and one-half.

ARTICLE IX

OVERTIME

Section 1. An employee shall receive

who at least two (2) hours and forty (40) minutes pay at the applicable overtime rate if required to work overtime on a regular work day after he has completed his daily tour and has left his place of employment or on one of his scheduled non-workdays, even if his services cannot be utilized for two (2) hours and forty (40) minutes and shall exclude dead work. Management will endeavor to notify all employees who are to work overtime one day prior to the overtime period. Each employee is expected to work a reasonable amount of overtime when operating requirements necessitate. When it becomes necessary for employees to work overtime they shall not be laid off during regular working hours solely for the purpose of equalizing the time. An employee may be excused from overtime for valid reasons or excused from overtime if an equally qualified employee is willing to work.

Section 2. All overtime shall be compensated for at time and one-half (1-1/2) the employee's regular hourly rate, including all shift premiums and other payments regarded by the employee as part of his regular hourly compensation. Such overtime rates shall be paid

for all hours worked over forty (40) hours per week and for all hours worked over eight (8) hours per day.

Section 3. In the event of a situation requiring the extension of a regular work shift into more than a two (2) hour overtime period, time for lunch will be permitted on the work site. Management will make the necessary arrangements that food will be made available for the employees involved.

Section 4. Overtime assignments will be made from a rotary board on a "first-in-first out" basis. Such a board will be set up to cover each seniority list in each shop. Employees will be accorded right of refusal to an overtime call unless his skill is specially needed for that call. An exception may be made to select an employee out of rotation if his special skill is required to perform a special assignment.

Section 5. Except in the case of an emergency, Management agrees not to work an employee in an overtime status beyond two (2) consecutive days or days of rest against his wishes.

Section 6. An employee regularly assigned to work at a shop, engine house,

repair track or inspection point and who report out and in of said point within twenty-four (24) hours shall receive time and one-half hours in excess of eight in any twenty-four hour period involved.

ARTICLE X

HOLIDAY WORK

Section 1. Federal regulations applicable to Federal Holidays shall apply. Employees shall be excused for all holidays now prescribed by law and any that may be later added by law and all holidays designated by Executive Order shall be observed as regular holidays. If a holiday falls on the employee's first rest day within the normal work week, the preceding day shall be treated as the holiday for leave and pay purposes and if the holiday falls on the employee's second rest day, the following day shall be treated as the holiday for leave purposes. All hours worked within the hours of the assignment, shall be paid at the regular basic compensation rate plus premium pay. Eligible employees excused from duty on a holiday shall receive pay at the basic rate of compensation for the day. When possible, Management will

notify all employees who are to work on a holiday five (5) days prior to the holiday to be worked; a list of employees expected to work on a holiday shall be posted in their work area at least five (5) work days in advance of such holiday.

Section 2. Management agrees that employees will not be scheduled to work on a holiday; prescribed by Federal Law or Executive Order, solely to avoid overtime work that otherwise would be performed on a day outside the basic work week.

ARTICLE XI

SICK LEAVE

Section 1. Sick leave shall be granted employees when they are incapacitated for the performance of their duties by sickness, injury, or for medical, dental, or optical examination or treatment, or when a member of the immediate family of the employee is afflicted with a contagious disease.

Section 2. An employee who is absent on account of sickness shall notify his superiors or other appropriate person prior to the start of the shift on the

first workday of his absence, or as soon thereafter as possible. Second and third shift employees shall notify their department or shop prior to the start of their shift or as soon thereafter as possible. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval prior to the beginning of the leave, except in the case of emergencies.

Section 3. A medical certificate for absence of three (3) workdays or less will not be required, except where there is reason to believe the employee is abusing sick leave privileges. In such cases the employee will be verbally advised that the sick leave privilege is being abused. When there is no improvement the employee will be advised, in writing, that he will be required to submit a medical certificate for each subsequent absence for illness. Medical certificates will not be required for holidays or days outside the employee's workweek. It is further agreed that Management and the employee will review the sick leave record of each employee required to furnish a medical certificate periodically, and where such review reveals no substantial evidence that the employee has abused sick leave

privileges during the review period, the employee will be notified in writing that a medical certificate will no longer be required for each absence which is claimed as due to illness for periods of three (3) workdays or less unless an abuse recurs.

Section 4. An employee sent home by the Chief Medical Officer will be provided transportation by Management in those cases where the Medical Officer determines such transportation is necessary.

Section 5. When an employee is assigned a temporary restricted work classification, as determined by the Medical Officer, Management will make every effort to place the employee on a job, if available within the prescribed restrictions.

Section 6. Management agrees to advance sick leave in accordance with applicable regulations to permanent employees, not to exceed thirty days when there is reason to believe the advanced sick leave will be earned after return to work.

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ARTICLE XII

ANNUAL LEAVE

Section 1. Annual leave is afforded by law. Employees shall accrue leave in accordance with regulations. Approval of an employee's request for annual leave will be granted when his request is submitted with reasonable advance notice. Approval of requests for annual leave for unforeseen reasons will be considered as the circumstances warrant.

Section 2. Every attempt consistent with the workload will be made to satisfy the desires of the employees with respect to the approving of extended annual leave for vacations. When Management finds it necessary to cancel previously approved leave, the reasons for such action will be explained to the affected employee(s).

Section 3. Applications for specific days of annual leave for vacation purposes will be granted on a seniority basis and in the event of a coinciding request date, the senior employee of the affected area of the Alaska Railroad shall receive preference. Filing date for vacation leave shall be February 1 of each year.

ARTICLE XIII

LEAVE OF ABSENCE

Section 1. A reasonable number of employees may be granted annual leave, leave without pay, to accept temporary Union positions or to attend conventions or meetings of the Union as defined in Executive Order 11491. Employees may be granted leave of absence with or without pay for other purposes.

Section 2. Management agrees to grant upon request of the Union, leave without pay for employees to act as full-time representatives for the Union.

Section 3. Management recognizes the obligation to provide employment at the end of the extended leave without pay granted for employees as full time Union representatives within the rating the employee held upon his request for leave and in the current pay status of such rating at the time the employee returns to work, also recognizing the bumping and retreating rights of an employee on approved leave of absence without pay in situations where the employee's status has been affected by reduction in force action during the period of leave of absence.

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Section 4. All employees in approved leave of absence without pay status shall accrue all rights and privileges in respect to retirement status and coverage under the Group Life Insurance and Federal Employees Health Benefits Program in accordance with current law and regulations.

Section 5. Each Reservist of the Armed Forces or member of the National Guard who is a permanent employee is entitled to leave of absence from his duties without loss of pay or seniority for not exceeding fifteen (15) calendar days in any calendar year in which he has been called to active duty.

Section 6. Employees shall not be granted leave of absence without pay for the purpose of accepting outside employment unless given written permission prior to leave jointly by the Management and the Union. Employees giving false reasons for the purpose of obtaining leave will be subject to discipline.

Section 7. An employee on leave or temporarily absent from his assignment for any cause, must notify his foreman of his return thereto at least one (1) hour prior to the quitting time of his assignment on the working day next preceding his return, except in the case of sick leave.

Section 8. Duly accredited representatives of the employees and other employees employed exclusively by the organization shall be considered as in the service of the Carrier and may return to their former position or exercise seniority within thirty (30) calendar days after release from such employment.

Section 9. An employee unavoidably detained from work will not be discriminated against. Unless prior notice of expected absence has been given, notice to foreman must be given as quickly as possible, and failure to do so, or habitual absence from work without a good cause will be considered cause for discipline.

ARTICLE XIV

MERIT PROMOTION

Section 1. The Employer will utilize employees' skills and potentials to the fullest extent practicable. Employees will be promoted on the basis of merit without regard to race, color, religion, sex, age, or membership or nonmembership in employee organizations. The over-all objective of the merit promotion program

is to assure that positions are filled with the best qualified persons available and to assure that all employees have an equal opportunity to apply for advancement.

Section 2. The Union recognizes that the Employer has the option of filling positions by repromotion, or by methods other than promotion such as appointment, reinstatement, reassignment, or transfer provided the person selected is in the best qualified group using the same qualification standards as for evaluating applicants for promotion. Management agrees that whenever possible to utilize existing employees from within the activity to fill vacant positions when qualified employees are available.

Section 3. All Alaska Railroad merit promotion program opportunities will be advertised through issuance of announcements within the area of consideration on all Official Bulletin Boards. Announcements will be open for at least ten working days when advertising is confined to the Alaska Railroad.

Section 4. The Alaska Railroad will normally be the minimum area of consideration. If an announcement fails to provide a sufficient number of highly

qualified candidates the area will be expanded. The Union will be notified in advance of expansions of areas of consideration and upon request the Employer will consider the Unions views concerning the necessity for such expansions.

Section 5. Upon request, each applicant will be told whether he was eligible for promotion on the basis of minimum qualification requirements, whether he was in the group from which selection was made, who was selected for promotion, and in what areas he should improve himself to increase his chances for promotion.

Section 6. In accordance with Civil Service Commission directives qualification standards for promotion are those prescribed in Commission Handbook X-118-C for ungraded positions as supplemented by Department of Transportation directives. These standards prescribe elements for each occupational area and level of the occupation. In accordance with the Federal Personnel Manual the following consideration may be used in evaluating these job elements.

a. Written Tests. Appropriate validated written tests which are either required or approved by the Civil Service Commission may be used. Written tests may not be used as the sole means of evaluating candidates; they may be used as only one part of the evaluation process with due weight given to the appropriate factors.

b. Appraisals of Performance. Appraisals of performance must be considered as one factor in evaluation of basically eligible candidates. When an employee has worked for a particular supervisor for less than six (6) months, a second, foreman (leadingman) supervisory appraisal will be obtained. An employee is entitled to see, upon his request, any production record or any supervisory appraisal of past performance used in considering him for promotion. An employee, however, is not entitled to see a supervisory report on potential which is a recorded judgement of the supervisor's estimate or prediction of how well the employee is likely to perform at a level or in a kind of work different from one in which he has already performed.

c. Experience. In evaluating experience the type and quality of experience is considered in relation to

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... or highly

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the requirements of the position to be filled. Length of service or length of experience is evaluated when there is a clear and positive relationship with quality of performance and for break ties.

d. Awards. Due weight will be given awards received by employees in terms of qualifications indicated such as initiative, resourcefulness and planning ability and their bearing on the requirements of the position to be filled.

e. Training and Self-Development. Training and self-development which would increase the employee's potential for effective performance in the position to be filled must be considered.

Section 7. Employees selected for promotion will be notified promptly of their selection and released from their former positions as soon as practicable, normally with two weeks notice. An employee will be paid at the pay level of the position for which selected, starting with the effective date of promotion, in accordance with applicable regulations.

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Section 8. Questions or complaints about the promotion program should be resolved informally if possible with immediate supervisors and the Personnel Officer. The formal means for resolving complaints is then through the grievance procedure.

Section 9. When practicable, the duties of a supervisor who is absent for a time less than thirty (30) days will be assumed by another supervisor. When this is not practicable, a qualified employee will be assigned as acting supervisor. When an employee is so assigned for a period of thirty (30) days or more, a temporary promotion will be made under applicable rules and regulations.

Section 10. When a vacancy occurs, a Certificate of Eligibles will be forwarded to the Selecting Official containing the names of the best qualified applicants and shall be grouped alphabetically and the certificate shall state that the names are not listed relative to qualifications. The Selecting Official may interview candidates on the Certificate of Eligibles. If one (1) candidate is interviewed, all candidates will be interviewed if available.

Section 11. Merit Promotion announcements will show the job requirements for which an applicant's qualifications are evaluated in terms of the skills, knowledge, abilities, and potential needed to perform the job for which the applicant is being considered. Merit promotion announcements shall not contain key or restrictive clauses that tend to favor one employee or a group of employees for a particular position.

Section 12. A merit promotion opportunities announcement may not be modified after the promotion process is under way unless an inappropriate announcement has been released. Modified announcements will be in accordance with Section 3 of this Article and all employees eligible under the modified announcement shall be considered for promotion.

Section 13. The Employer agrees to consult with the Union on any revisions or amendments to the Merit Promotion Plan.

ARTICLE XV

REPromOTION

Positions requiring travel as a regular part of their assigned duties will not be paid travel time in excess of their assigned hours.

ARTICLE XVII

PERSONNEL MOVEMENTS IN RIF SITUATIONS AND REHIRING

Section 1. It is agreed that all possible action will be taken to avoid or minimize the impact of a reduction-in-force prior to separating employees. Such action will include restricting recruitment, meeting ceiling limitations through attrition, reassigning employees in surplus positions and terminating limited appointments.

Section 2. Management agrees to notify the Union of the necessity for reduction-in-force as far in advance as practicable and of the reasons therefor. Management also agrees to inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

Section 1. Any employee demoted without cause will be advised in writing of his entitlement to special consideration for repromotion.

Section 2. An employee demoted without cause must be considered for repromotion before other means are used to fill a position. Although he is not guaranteed repromotion he should be repromoted as an exception to competitive procedures if he is well qualified for the position unless there are persuasive reasons for not doing so.

ARTICLE XVI

DEADHEADING

Section 1. Regularly assigned employees ordered by the Management to for deadhead outside of assigned hours to or from a point to perform service shall be paid actual travel time at straight time rates not less than eight (8) hours per day. Travel in excess of eight (8) hours per day will be paid as travel time at straight time rates, and will not be counted against the basic work week of forty (40) hours. Where meals and lodging are not furnished by the Carrier, travel expenses will be allowed in accordance with Standard Government Travel Regulations.

Section 3. It is agreed that Management, to the extent consistent with the installation's manpower requirements, will make an effort to reassign employees whose positions are eliminated because of automation or adoption of labor saving devices. It is agreed that management will make practical effort to train employees, when necessary for reassignment, whose positions are eliminated because automation or adoption of labor saving devices.

ARTICLE XVIII
REVIEWS OR JOB DESCRIPTIONS AND
REQUIREMENTS

Section 1. The activity program for determining the ratings of positions of employees in the unit is conducted in accordance with the applicable Department of Transportation regulations. To assure that ratings are appropriate to the work currently being performed by the employees in the bargaining unit, Management agrees to and shall conduct a continuing Review of such ratings throughout the activity. In any case where a modification of a job description of any position in the unit is proposed to the extent that either the rating, title, pay level, or qualification requirements for the rating

would be affected, the proposed change will be discussed verbally or in writing by Management with the Employee prior to the effective date of any such change.

Section 2. Any employee in the unit who alleges that his position is improperly described or rated may discuss the matter with his supervisor, who will, upon request, arrange for review of the employee's rating by personnel of the Personnel Office. The review shall include discussion with the employee and with his supervisor to determine the employee's actual regular work assignment over a representative current period and comparison of such assignments to the related job descriptions and/or rating definitions. Management agrees to consider fully all pertinent facts including those presented by the employee. If the employee's complaint is not resolved to the satisfaction of the employee, Management shall notify the employee in writing of the findings, the basis of the findings, and shall outline the employee's appeal rights. In requesting a review of his position rating and in the discussions described above, the employee may have and shall be entitled to representation by his Union.

Section 3. Upon request by the employee and/or his representative, Management agrees to produce all pertinent and current data on the grade and job standards of the employee's particular job. The information will include how the grades, job standards, and titles were established and the type of work actually required under these standards.

Section 4. It is agreed that Management will advise the Employee when a job rating is to be changed due to reclassification actions to a lower grade, and at least thirty (30) days prior to effecting personnel action.

Section 5. The Union may present supporting evidence to Management regarding the local application of position classification standards and the equity of classification results.

ARTICLE XIX

DISPOSITION OF UNIT WORK

Section 1. Nothing in this agreement shall be construed to prevent operators of equipment and machines from

making minor repairs to equipment they operate incidental to the continuous operation of their equipment and machinery, outside the shop.

Section 2. None but mechanics or apprentices regularly employed as such shall do mechanic's work of each craft. This rule does not prohibit foremen in the exercise of their duties, or foremen at points where no mechanics are employed, to perform work.

Section 3. 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 capable, perform the work of any craft (including welding) that may be necessary.

Section 4. An employee notified to work a full shift on his day of rest, Sundays or holidays, will be allowed to complete the shift unless relieved at his own request.

Section 5. Management agrees that as a matter of practice, supervisors at Anchorage shall not be assigned to perform the duties as outlined in job descriptions of Unit employees except

when instructing or training employees.

ARTICLE XX

APPRENTICE TRAINING PROGRAM AND RE-TRAINING

Section 1. It is mutually agreed that the Apprentice Training Program is of vital interest to Management and the Union. The objective of the Program is to provide organized on-the-job and academic training and instruction to qualified employees to develop skilled journeymen and potential leaders in the trades areas necessary to the mission of this unit.

In this regard, cognizant Shop Heads will coordinate the on-the-job training in order to insure that apprentices receive broad and well-rounded experience in their respective trades. All apprentice training assignments shall be scheduled and recorded to insure that all apprentices are afforded the opportunity to qualify in each phase of training, as defined in the Apprentice Training schedule developed by Management and the Union for each trade.

Section 2. Management agrees to recognize a Union apprentice training committee within the Boilermakers/

Blacksmith bargaining Unit of not more than three (3) members appointed by the Union and three members appointed by Management to serve on such committee. This committee shall have the right to a reasonable review of apprentice training programs affecting employees in the bargaining unit for the purpose of assisting Management in insuring a continuing effort to strengthen and improve the apprentice training program. It is further agreed that the Union apprentice and training committee shall meet once every two (2) months or upon the request of either party for the purpose of discussing the overall effectiveness of the apprentice training program.

Section 3. Management agrees that apprentices will be assigned to either an apprentice instructor or a skilled journeyman who will be under the personal supervision of a supervisor, who shall be responsible for their training while so assigned. Assignments will be made, to the extent permitted by work requirements, primarily to expose the apprentice to a variety of jobs with increasing complexity and responsibility during the programmed apprentice term.

Section 4. The time a journeyman is engaged in instructing apprentices, when

ARTICLE XXI

SAFETY

assigned, will not be considered by the immediate supervisor in judging productivity of that particular journeyman.

Section 5. Whenever technological changes require the use of a composite job rating which will utilize the skills of more than one (1) craft or trade, Management agrees to make every reasonable effort to train employees from trades affected by the new rating and to secure employees for such training from within the activity. In securing employees for such on-the-job training, Management agrees to the use and principles of a merit promotion system with respect to their selection and appointment to such training programs.

Section 6. In recognition of the mutual advantages to Management and to the employees, Management agrees to utilize existing employees from within the activity when training for any new job ratings which may be determined necessary for establishment within the activity to carry out the mission.

Section 1. Management will exert every effort to provide and maintain safe working conditions and industrial health protection for the employees. The Union will cooperate to that end and will encourage all employees to work in a safe manner.

Section 2. It is recognized that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. Management will welcome from any individual employee or from the Union, suggestions which offer ways of improving safety conditions.

Section 3. It is agreed that the Union will appoint an appropriate number of qualified employees to serve as the Union's representatives on Management's Safety Committees.

Section 4. In the course of performing their normally assigned work, Union representatives will be alert to observe unsafe practices, equipment, and conditions as well as environmental conditions in their immediate area which represent industrial health hazards. When unsafe or unhealthy conditions

are observed by the Union representatives they should report them to the immediate supervisor. When such safety and industrial health matters are of general interest, the Union may present the problem to Management's safety committees or bring the matter to the attention of appropriate supervision for mutual consideration by Management and the Union.

Section 5. The Union and Management will make every effort to prevent accidents of any nature. Should such accidents occur, however, a prime consideration will be the welfare and comfort of injured personnel.

Section 6. When it becomes known that an accident has resulted in a disabling injury, management agrees to notify the Union promptly of the circumstances.

Section 7. 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, and, when able, employees shall be permitted to return to work without signing a release pending

final settlement of the case. Settlements will be made in accordance with Employee's Compensation benefits.

Section 8. When employees covered by this agreement are required to transfer from hot work to cold work, they will be allowed sufficient time to cool off before such transfer is made.

Section 9. Pits and floors, lockers, toilets, washrooms and lunchroom will be kept in good repair and in a clean, dry and sanitary condition.

Section 10. Operators of sandblast or paint sprayers will be required to use utmost care not to disturb other employees working in immediate vicinity.

Section 11. All acetylene or electric welding or cutting will be protected by a suitable screen when its use is required.

Section 12. Shop 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 emergency work required to trains or in train yards.

Section 13. No employee will make repairs to engines or cars standing on main

track or side track in yards without being protected by a blue signal in place provided thereto on engine and car at both ends of the train to prevent cars from being coupled to or moved while he is making repairs. If signals are placed by the employee, he alone must remove them.

Section 14. When circumstances permit every effort will be made to clean locomotives prior to truck changes or other major work.

ARTICLE XXII

COMMITTEE ASSIGNMENTS

Section 1. The Union agrees to cooperate with Management in the development of policies and procedures for programs which involve charitable solicitations to include qualified Union representation on Management committees for such purposes.

Section 2. The Union will appoint qualified representatives to assist Management in evaluating suggestions and incentive awards.

ARTICLE XXIII

CIVIC RESPONSIBILITIES

Section 1. When an employee is absent from duty and in attendance in court as witness in behalf of the United States, or for jury duty in any State court or court of the United States, the absence from duty shall not be charged against annual leave but shall be recorded as "court leave" for the employee's regular tour or tours of duty.

Section 2. On receipt of a summons to appear for jury duty, the employee shall advise his supervisor. While the duty to serve as a juror is one of the precious privileges and responsibilities of American citizenship, with which the Railroad management concurs, there are instances when the absence of the employee from duty would work an undue hardship. The Personnel Officer shall investigate these hardship cases when brought to his attention by the branch head.

Section 3. An employee answering summons for jury duty shall require written certification of attendance from the clerk of the court. This form shall be attached to Standard Form 71 & 1 presented by the employee to timekeeper as authority for allowance of court leave.

Section 4.

a. Since court does not ordinarily convene until 10:00 a.m., an employee called for jury duty shall be required to report on his Railroad assignment at the starting hour and continue work until such time as it is necessary to leave for court. The only exception to this requirement shall be in those instances where the foreman or other supervisor finds it would be an undue hardship to comply therewith and so informs the appropriate timekeeper in writing.

b. When an employee is excused from duty by the court for as much as one and one-half (1-1/2) hours prior to time for stopping work at noon or evening, he shall return to duty unless advance authority for non-return, due to definite hardship being involved, is obtained from foreman or other supervisor.

Section 5.

1. An employee serving as a juror in State or municipal courts shall be instructed to collect all fees and allowances payable on account of the jury service. The employee must forward the

fees so collected to the Treasury Section, Accounting Branch, The Alaska Railroad, endorsed with "Pay to The Alaska Railroad"; otherwise, payroll deduction shall be made from compensation due him. The employee may keep allowances for mileage and subsistence to cover his actual expenses incident to the jury service; however, payment of per diem is prohibited since it is a form of compensation for services rendered.

b. An employee who performs jury service on rest or layover days is entitled to retain the fees received for such service.

Section 6. An employee who desires to vote or register in an election or in a referendum on a civic matter in his community may be granted time off without charge to annual leave. When the polls are not open at least three hours either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires lesser amount of time off.

ARTICLE XXIV

SPECIAL TOOLS - CLOTHING - SERVICES

Section 1. Management agrees to bear the full expense of all special tools, protective clothing and equipment that employees use in the performance of their duties.

Section 2. Management agrees to bear the expense of paying the difference between work shoes and safety shoes.

Section 3. Management agrees to provide space on official bulletin boards and offices for the posting of union notices and similar information material.

ARTICLE XXV

GRIEVANCE PROCEDURE

Section 1. An employee who has passed his probationary period satisfactorily or whose application has been formally approved shall not be disciplined or dismissed without a fair hearing by the designated officer of the Railroad. He may, however, be held out of service pending hearing. At a reasonable time prior to the hearing and not less than forty-eight (48) hours, such employee shall be apprised, in writing, of the precise charge against him within thirty

(30) calendar days of knowledge by the Management of the alleged offense. The hearing shall be held within ten (10) calendar days of the date when charged with the offense. A decision will be rendered within ten (10) days after completion of hearing. The time limits in this rule may be extended by mutual agreement.

Section 2. The right of appeal by employees or their duly accredited representatives in the regular order of succession up to and including the highest officer designated by the Management to whom appeals may be made is hereby established. When appeal is taken, further hearing shall be granted, if requested of the official to whom appeal is made. Appeals will be registered within a reasonable time after decision is given and a copy furnished official whose decision is appealed. Hearings and decisions on appeals will be given within ten (10) calendar days from date appeal notice is received by the officer to whom appeal is taken. The time limits in this rule may be extended by mutual agreement.

Note: No appeal will be handled except in accordance with the above procedure.

Section 3. At hearings an employee

may be assisted by one or more duly accredited employee representatives. Disputes growing out of personal grievances and/or out of the interpretation or application of agreements or practices concerning wages, rules or working conditions between the parties hereto may be handled by one or more duly accredited representatives, first with the immediate supervisory officer and, if not satisfactorily settled, may be appealed by the representative in the order of succession up to and including the highest official designated by the Management to whom appeals may be made. At each step Management will render a decision within ten (10) days.

Section 4. Investigations and hearings shall be held whenever possible at home terminals of employees involved and at such time as to not cause employees to lose rest or time. Employees shall have reasonable opportunity to secure the presence of duly accredited representatives and/or necessary witnesses. Upon request of the employee or his representative all necessary existing records of Management pertinent to the case at hand shall be made available for their use. In the process of the hearing,

the Union will be permitted a court recorder or a tape recorder.

Section 5. A copy of all statements made a matter of record at investigations or hearings shall be furnished to the employee and to his duly accredited representative.

Section 6. If an employee is suspended the suspension shall date from the time he was taken out of service.

Section 7. If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge. If suspended or dismissed, the employee shall be reinstated and paid for all time lost.

Section 8. An employee who considers himself unjustly treated, or that any of the provisions of this agreement have been violated, shall have the right of investigation, hearing, appeal and representation as provided in Rules (Sections) (1), (2), (3), (4) and (5), if written request, which sets forth the employee's grievance is made to his superior within thirty (30) calendar days of knowledge by the employee of the alleged unjust treatment.

Definition of Investigation: An inquiry conducted by the Management to determine cause and responsibility and to make search or inquiry for truth, or facts prior to conducting a hearing. Employees are not disciplined as a result of an investigation except new employees who have not passed their probationary period of employment.

Definition of Hearing: A hearing (a trial) conducted after an investigation has developed cause and responsibility. At such hearings an employee or employees must be given proper notice under these rules and apprised in writing of the precise charge or charges against him. Employees may be disciplined or discharged as a result of a hearing. Appeals are based on hearings, not on investigations.

The enforcement of discipline by demerit record will apply to employees of the unit.

The advantages of this system are:

1. (a) To the employee, enabling him by good conduct to insure permanency of employment.

1. (b) To the Railroad, in increased efficiency of such permanent employees.

- (c) To avoid loss of wages and consequent hardships to employees and their families because of being deprived of their regular income.

- (d) To promote good conduct and encourage careful and efficient service.

2. No discipline by record will be made for less than five (5) or more than sixty (60) demerits.

3. Where demerits are given for unsatisfactory service, cancellations upon record will be given as follows:

- (a) A clear record for six months will cancel five (5) demerits.
- (b) A clear record for one (1) year will cancel thirty (30) demerits.
- (c) A clear record for eighteen (18) months will cancel sixty (60) demerits.

4. When an employee's demerits have accumulated to the number of ninety (90), he will be dismissed from the service.
5. An accumulation of demerits showing that an employee is not desirable for the service will first be given special consideration, but when the service of an employee is so generally unsatisfactory as to unfit him for further service, dismissal will follow.
6. Any permanent employee, who is not serving a probationary period and has completed one year of continuous employment, subject to discipline resulting from hearings or hearings and accumulation of demerits involving removal, suspension for more than thirty (30) days, furlough without pay or reduction in pay shall be afforded the provisions of Civil Service Commission regulations relative to adverse actions. These regulations shall be quoted to the employee, including but not limited to a Notice of Proposed Action,

Received Delivery Notice, Thirty Day Pay status, time for employees response and evaluation of same and Notice of Decision.

ARTICLE XXVI

ADVISORY ARBITRATION

Section 1. If Management and the Union fail to settle any grievance arising under Article XXV titled Grievance Procedure with respect to the interpretation, application, or alleged violation of this Agreement or of any policy or decision of Management, such dispute shall, upon written notice by the party requesting arbitration to the other party, be referred to Advisory Arbitration. Such written notice must be served not later than thirty (30) days following the conclusion of the last step of the grievance procedure.

Section 2. Within seven (7) days from the date of receipt of the arbitration request, the parties shall meet for the purpose of endeavoring to agree on the selection of an arbitrator, and the wording of the question to be resolved. If agreement cannot be reached, then either party may request the Federal Mediation and

Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five (5) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

Section 3. The fee and expenses of the arbitrator shall be borne equally by Management and the Union provided that the cost to Management for arbitrator's fee shall not exceed that amount authorized by rules and regulations. The arbitration hearing shall be held during the regular day shift work hours of the basic work week of Monday through Friday, and all employee representatives, not to exceed two (2), employee appellants and employee witnesses shall be in a pay status without charge to annual leave while participating in the arbitration proceedings.

Section 4. The arbitrator is requested by the parties to render his decision as quickly as possible but in any event no later than thirty (30) days after the conclusion of the hearings unless the parties otherwise agree.

Section 5. It is agreed and recognized that arbitration as provided herein is advisory in nature.

Section 6. The arbiter shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall, however, have no authority to add to, subtract from, or modify the terms of this Agreement and shall confine his findings to the question submitted.

Section 7. In those cases where either party deems it necessary, it may arrange that a transcript of the hearing be made by a qualified court reporter. The party making such arrangement shall bear the full cost thereof. If both parties request a copy the cost will be shared equally. If the arbiter requests that he be furnished with a copy, the expense of the original copy and the reporter's attendance charge shall be borne equally by Management and the Union.

Section 8. The Head of the activity shall render his decision on the advisory arbitration within twenty (20) calendar days from receipt of the arbitrator's decision.

ARTICLE XXVII

SENIORITY

Section 1. Mechanics, helpers or apprentices permanently transferred from one point to another will, after thirty (30) days, lose their seniority at the point they left, and their seniority at the point to which transferred will be established as of the date service is first performed at point to which transferred. Junior employees will be compelled to accept a permanent transfer to another point.*

*Senior employees temporarily transferred will not be compelled to accept a permanent transfer to another point.

Section 2. Employees temporarily transferred to fill vacancies of less than thirty (3) days at the direction of the Management under a forced rule will be allowed expenses in accordance with Standard Government Travel Regulations for not to exceed thirty (30) days.

Section 3. Employees now filling or promoted to official positions beyond the scope of this agreement shall retain and continue to accumulate seniority in the class from which promoted.

Section 4. An employee taken from any craft for assignment to special service will retain his seniority and be considered on leave of absence from his department while performing such special service.

Section 5. Employees on extended leave of absence for vacation, sickness, or other authorized leave, upon returning to service will be permitted to return to their former positions or may exercise displacement rights on new jobs or vacancies created during his absence. If such employee returns to his regular position, the employee who was relieving him will return to regular position. If a returning employee displaces another employee assigned during his absence, the displaced employee may exercise seniority in like manner to other positions for which he is qualified. Such actions are to be accomplished upon return or within three (3) days thereafter.

Section 6. Seniority of Mechanics, helpers and apprentices covered by this agreement in each craft shall be confined to the point at which employed.

Section 7. The indiscriminate exercise of seniority to displace junior employees, which practice is usually called

"rolling" or "bumping", will not be permitted. However, an employee whose assignment is discontinued, or who may be displaced from his position by other causes, will be permitted to exercise seniority on any job occupied by a junior employee on his seniority list.

Section 8. When the force is reduced, seniority will not govern. Civil Service Commission Regulations shall apply for Reduction in Force.

Section 9. Separate seniority rosters, at their respective points will be maintained for Blacksmiths, Boilermakers, and Mechanic's Helpers.

ARTICLE XXVIII

BULLETINING POSITIONS WITHIN MULTIPLE APPOINTMENTS

Section 1. Vacancies of thirty (30) days or more shall be bulletined for five (5) days before being permanently filled. The oldest employee in point of service in the respective craft, if qualified by

experience to efficiently handle the work, will be assigned. Employees desiring to avail themselves of this rule will make bid, in writing, to the official in charge, duplicate copy to local chairman, the management to make assignment.

Section 2. An employee exercising his seniority rights under this rule will do so without expense to the Carrier; he will not lose his right to the job he left, and if after a fair trial not to exceed thirty (30) days he fails to qualify for the new position, he will return to his former position. The next senior qualified man bidding will be assigned. In the event there are no bids, the youngest employee will be assigned. (INTERPRETATION: For Blacksmith and Boilermakers not in multiple assignments, the assignment of the youngest man to other points than his existing home station, shall be restricted to situations where the youngest man would otherwise be displaced by cancellation of his assignment.)

Section 3. Official Bulletin Boards shall be used at all shops, repair points, and roundhouses where proper notices of interest to employees and job bulletins may be posted. Access to such board will be made

available to accredited union representatives for posting such notices as are necessary.

Section 4. Employees covered by this agreement, who have been assigned in a multiple appointment, performs work for four (4) hours or more in a position authorized with a multiple appointment shall be paid for the rate of the work performed consistent with the grade assignments authorized in multiple appointment.

Section 5. Advertised vacancies may be filled in acting status pending an assignment.

ARTICLE XXIX

DURATION AND CHANGES

Section 1. This agreement when approved by the parties for the Union and the Management shall become effective on February 5, 1970. After such approval renewal of this agreement will be automatic from year to year, provided that this agreement shall terminate automatically effective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with Executive Order 11491.

Section 2. By mutual consent of the parties, this Agreement may be opened at any time for amendment. Any request for amendment shall be in writing to the General Manager and must be accompanied by a summary of the amendment or amendments proposed. Within sixty (60) days after receipt of such request, representatives of Management and the Union will meet to negotiate the matter and no changes other than those covered by the summary shall be considered. A written notice of desire to alter and amend by renegotiation shall not have the effect of terminating this Agreement.

Section 3. This agreement supersedes all previous agreements for employees covered by this Agreement.

Section 4. The Articles of this agreement have been negotiated in good faith and are presumed to be consistent with existing laws enacted by the U. S. Congress, applicable Department of Transportation and Civil Service Commission regulations and Executive Orders. The provision of any existing or future contrary decree with respect to and which affect this agreement shall become a part thereof.

ALASKA RAILROAD
LABOR POLICY STATEMENT

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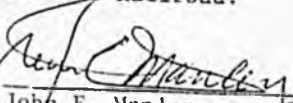
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Section 5. It is agreed that this
agreement shall take precedent and no other
agreement shall be the basis for grievances.

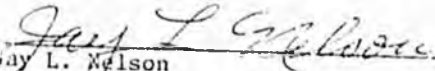
Dated at Anchorage, Alaska February 5, 1970.

For the Railroad:


John E. Manley
General Manager


R. R. Mack
Personnel Officer

For the Organizations: International
Brotherhood of Blacksmiths, Boilermakers,
Iron Shipbuilders & Helpers:


Jay L. Nelson
President, Local 708


Dan A. Kraft
Secretary-Treasurer, Local 708

Preamble. This Basic Agreement is agreed to in the interest of developing sound relations between the employees and management of The Alaska Railroad. The public interest requires high standards of employee performance and modern work practices to improve employee performance and efficiency. Observance of its terms by management and employees, as well as by their representatives, should result in the joint determination of fair and reasonable hours regulations and working rules; in the prevention of grievances and in the prompt and orderly settlement of all differences between labor and management; in stabilizing employment, and in developing systematic labor-management cooperation for safety, mutual benefit and good service to the patrons of the Railroad and the State of Alaska.

The Alaska Railroad as an agency of the Government of the United States is dedicated to the accomplishment of certain public purposes as provided in the Act of March 12, 1914, which directed the President of the United States to construct and operate a railroad in the Territory of Alaska (now the State of Alaska). Among these

public purposes are the furtherance of the development of Alaska and the support of national defense. The duties and responsibilities necessary to accomplish these public purposes have been vested by Executive Order of the President No. 11107, dated April 25, 1963, and by the Transportation Act of 1967, in the Secretary of Transportation; and the Secretary, by appropriate orders and regulations, has delegated certain responsibility for operating the Railroad to its General Manager.

Section 1. Definitions

Labor Organizations: the term "labor organization" means any organization, union, or employee representation committee in which employees participate and which exists for the purpose, in whole or in part, of providing representation for members employed on the Railroad in dealing with the management officials on hours, conditions of employment, grievances, disputes and other matters pertinent to their employment. This term does not apply to employee welfare organizations, recreational associations, credit unions, or similar associations.

Representatives of Labor Organizations:

This term includes those individuals, either employees or non-employees of the Department, who are accredited by the employees to represent their interests in relationships or dealings with management officials on matters relating to their employment.

Management Officials: This term

includes those employees at all levels of the Railroad's organization, in both line and staff capacities, who have significant responsibilities in supervising, directing and managing program activities and administrative matters which involve decisions or actions affecting employee groups.

Basic Labor Agreement: This term refers to the written document negotiated by management officials and representatives of employees, which concerns itself primarily with matters of broad principle, policy, and procedure which will govern the relations of the parties thereto in the negotiation of working conditions, the settlement of disputes and grievances, and related matters.

Supplementary Labor Agreement: This term refers to the written agreement or series

of agreements which are negotiated and made effective between management officials and representatives of employees within the purpose and in the implementation of the general policies and guidelines of a basic labor agreement.

They may not delete, modify or otherwise nullify any of the policies and procedures which have been incorporated in the Basic Labor Agreement.

Labor-Management Negotiations: This term is used interchangeably with the term "Collective bargaining".

Section 2. Compliance

2.1. It is recognized that in labor-management negotiations, and in the administering of all matters covered by this agreement, both the Railroad and the employees are governed by the provision of applicable federal laws and regulations.

2.2. If laws or regulations become effective, binding on the Railroad and inconsistent with the provisions of this agreement, the Railroad shall notify the representatives of the respective labor organizations. The labor organizations and the Railroad shall issue a joint statement of the change and its effect upon this agreement.

Section 3. Scope

This agreement is applicable to those employees of the Railroad represented by the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders and Helpers, blue collar category as enumerated in the Handbook of Blue Collar Occupational Families and Series.

Section 4. Employee Rights to Labor Representation

1. Employees of the Railroad have the right to form or join organizations and designate representatives of their own choosing, provided they do not form or join organizations which assert that employees in the service of the United States Government may strike or assist in such strike, or which advocate the overthrow of the United States Government by force or violence.

2. In the exercise of the right to form or join organizations and designate representatives, employees shall be free from any and all restraint, interference or coercion on the part of management, and the supervisory staff prohibited from exercising any such restraint, interference or coercion. At the same time the designation of

individuals and officers to represent the management of the Railroad for the purpose of this policy is entirely the responsibility of the General Manager.

4.3. The labor organization may be required to submit a copy of its bylaws, and the names of its officers and representatives, and to make known by whom it is chartered. The identity of individual members or the number of members is not required, except in the determination of representation rights.

4.4. This section does not authorize participation in the management of a labor organization or acting as a representative of such an organization, by a supervisor, or by an employee when the participation or activity would result in a conflict or apparent conflict of interest or otherwise be incompatible with law or with the official duties of the employee, nor shall a unit be established if it includes any management official or supervisor.

Section 5. Discrimination Prohibited

Appointments to the service of the Railroad are to be made strictly on the basis of merit and efficiency. No test of race, color, religious belief, or political affiliation, except as

prescribed by law, will be required of any employee, or considered in his appointment, promotion, demotion, transfer, retention in or termination of service with the Railroad, nor shall any employee of the Railroad nor anyone seeking employment be required to join or refrain from joining any duly accredited organization as a condition of appointment, promotion, demotion, transfer, retention in or termination of service.

Section 6. Determination of Bargaining Rights

6.1. The majority of the employees of any class or craft of the Railroad has the right to determine the organization which will represent the employees of such class or craft for the purposes indicated in the preamble.

6.2. In the initial determination of representation rights and in resolving disputes as to these rights, both employees and management are governed by the appropriate section of the Federal Personnel Manual as implemented by the Department of Transportation.

Section 7. Duty to Confer

7.1. If a craft or group of employees has properly designated an organization to represent them in accordance with the provisions of Section 6 above, the representatives of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter treat with such organizations and its officers for the purposes described in the preamble to this agreement.

7.2. Representatives of labor organizations or employees desiring to confer with management officials shall deal in the first instance with those Railroad officials who have primary responsibility over the case or subject matter which is the subject of conference.

7.3. Differences or disputes between an employee or group of employees and the Railroad, growing out of grievances or out of the interpretation or application of the terms of jointly promulgated schedules, having been handled by the employees or their representatives through established supervisory channels up to

and including the Branch Head concerned and the Personnel Officer, the General Manager will then call a conference. Conferences for the adjustment of such differences or disputes will be held whenever possible during the regular working hours, and when so held, labor organization representatives actually working will not lose pay, provided that the number of such representatives of the labor organizations concerned does not exceed two.

7.4. Conferences may be requested by the labor organization or the Railroad announcing their desire to revise the jointly promulgated agreements, and having given proper notice, the time and place for the beginning of such conferences will be announced. The time required to labor organization representatives in the employ of the Railroad when attending such conferences shall not be on official times when negotiating an agreement with agency management.

7.5. Leave as accrued may be granted to any other employee for attendance or observance of the above meetings, contingent on the availability of replacement personnel. In the interest of cooperation, in labor matters, the

Railroad will follow a liberal policy in allowing time off for such purposes, with reasonable limits and consistent with work requirements.

Section 8. Written Agreements

8.1. Working rules, in the determination of which employees, through accredited organizations, have participated - will be reduced to writing and will be promulgated as schedules over the joint signature of the General Manager and the officers of the organization or organizations representing the employees concerned. Such agreements shall be regarded as Supplementary Agreements as defined in Section 1 of this agreement.

8.2. The Railroad and the labor organizations further agree that, pending the determination or adjustment of any issue arising between them by means of the conference machinery and procedures hereinafter provided, there will be no change in the conditions in any schedules or recorded understanding applicable to such issue.

8.3. The Railroad will not make unilateral changes in the terms of any labor agreement pending settlement of

outstanding differences through mutually agreeable procedures, except those that are dictated by over-riding Federal Law or Regulation.

Section 9. Scope of Negotiations

9.1. Management officials retain the right to direct employees in accomplishing the work of the agency; to hire, promote, transfer, assign, and retain employees in positions within the agency; to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of the Government operations entrusted to them; to determine the methods, means, and personnel by which such operations are to be conducted; and to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

9.2. Negotiable Items. The Alaska Railroad management shall negotiate with the unions for the employees represented by the unions signatory hereto, for:

- a. The establishment of craft working rules.
- b. The establishment of grievance procedures and discussion of personnel policies, practices, or other matters affecting general working conditions.
- c. NOTE: The wage fixing system applicable to the employees subject to this Basic Agreement will be set forth in Section 9.4.

9.3. All requests for negotiation conferences shall be in writing and specify the subjects for discussion and the times proposed for consideration. Conferences between the parties shall begin as promptly as practicable. Every effort will be made by the negotiators to agree.

9.4. Wage Fixing System. The wage fixing system applicable to Alaska Railroad blue collar employees represented by the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders & Helpers, shall be the system currently followed for their wage board employees by Army-Air Force installations in the State of Alaska. As soon as a coordinated wage fixing policy is promulgated by the Civil Service Commission for the wage

board employees in Alaska, such Federal coordinated system shall be substituted for the Army-Air Force wage fixing system referred to above. Details as to the application of this system will be set forth in a supplementary agreement.

Section 10. Disputes and Grievance Procedures

10.1 The parties to this agreement recognize that the prompt and orderly settlement of disputes in a fair and reasonable manner is essential to good labor relations and to the efficient accomplishment of the purpose for which the Railroad exists. To this end officials of the Railroad and employees and their representatives will make every effort to resolve their disputes at the first level of management where the dispute originates.

10.2. Detailed procedures for the handling of grievances shall be included in supplementary labor agreements between the parties signatory hereto.

Section 11. Bulletin Boards and Distribution of Literature

Distribution of literature of a labor organization shall be permitted, provided the distribution is made by employees outside their regular working hours and does not interfere with the work assignments of other employees who may be on duty at the time. Notices posted by labor organizations on Government bulletin boards and literature distributed on Government property shall contain the name of the organization issuing or sponsoring it, and shall contain nothing that would imply official sponsorship or endorsement by the Railroad. The material must pertain specifically to the business of the labor organization and shall not contain statements which reflect on or attack the integrity or motives of individuals, other labor organizations, the Department of Transportation, the Railroad, or other governmental agencies, Federal or otherwise. Objective statements of opinion, favorable or unfavorable, about issues or subjects related to the employees' work and employment conditions are permitted. Canvassing or soliciting membership and collecting membership dues for a labor organization shall also be conducted outside regular working hours

of the employees canvassed and of the employees performing these activities. Non-employee canvassers may be required to give notice of their presence to the responsible management officer. There shall be no interference with the performance of official duty of employees during working hours.

Section 12. Labor-Management Cooperation

12.1. The parties to this agreement recognize that there are many areas of common interest to the management of the Railroad and to its employees which are important to the effective operation of the Railroad and to the welfare of employees which are not ordinarily included within the scope of collective bargaining agreements. Such areas of common interest include, but are not limited to:

- a. Elimination of waste in operation and maintenance.
- b. Conservation of materials, supplies, time, power and energy.
- c. Improvements in quality of workmanship and services.

- d. Correction of conditions making for grievances.
- e. Health, safety, and morale standards.

12.2. In order to increase the area and effectiveness of labor-management cooperation, Joint Committees have been established prior to the making of this agreement, as follows:

Joint Union-Management Safety
Committee
Alaska Railroad Medical Association
and Excess Benefits Plan
Joint Labor-Management Committee

12.3. Employees serving on the welfare committees mentioned above and similar committees that may be established will be paid not to exceed a minimum day for their attendance if any time is lost. It shall be the duty of the parties to this agreement to further the work and effectiveness of these joint committees.

Section 13. Effective Date and Duration

13.1. This agreement shall remain in

full force and effect for one year from the date executed, and thereafter until the expiration of sixty (60) calendar days following the giving of written notice by either party to the other of its desire to terminate this agreement in its entirety or to effect changes herein by agreement.

13.2. By mutual consent of the parties, this agreement may be opened at any time for amendment. Also, modification or amendment of this agreement may be required because of changes in applicable laws, rules, regulations or policies issued after the date of this agreement.

13.3. The Basic Labor Agreement between the International Brotherhood of Blacksmiths, Boilermakers, Iron Shipbuilders & Helpers and The Alaska Railroad dated April 15, 1968, and which was negotiated under authority of Executive Order 10988, is hereby supplemented for compatibility with the new Executive Order 11491, relative to Labor Management relations effective January 1, 1970.

continued

Dated at Anchorage, Alaska April 15, 1968.

FOR THE ALASKA RAILROAD:

Sgd. John E. Manley
John E. Manley, General Manager

Sgd. R. R. Mack
R. R. Mack, Personnel Officer

FOR THE ORGANIZATION:
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIPBUILDERS AND HELPERS:

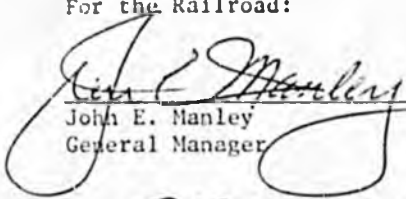
Sgd. Harold J. Buoy
Harold J. Buoy, Legislative Assistant
to the International President

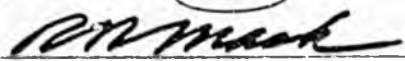
Sgd. Jay L. Nelson
Jay L. Nelson, President, Local 708
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIPBUILDERS AND HELPERS

- continued -

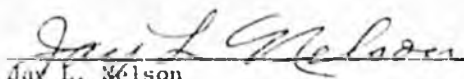
Dated at Anchorage, Alaska February 5, 1970.

For the Railroad:


John E. Manley
General Manager


R. R. Mack
Personnel Officer

For the Organizations: International
Brotherhood of Blacksmiths, Boilermakers,
Iron Shipbuilders & Helpers:


Jay L. Nelson
President, Local 708


Dan A. Kraft
Secretary-Treasurer, Local 708

STANDARDS OF APPRENTICESHIP

for

**THE ALASKA RAILROAD
APPRENTICEABLE TRADES**

**Developed by the Local
Joint Apprenticeship Committee**

**Representing
THE ALASKA RAILROAD
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
ANCHORAGE, ALASKA**

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

**BROTHERHOOD RAILWAY CARMEN OF
UNITED STATES AND CANADA**

**INTERNATIONAL BROTHERHOOD OF BLACKSMITHS,
BOILERMAKERS, IRON SHIPBUILDERS AND HELPERS**

Registered & approved by the

BUREAU OF APPRENTICESHIP AND TRAINING
U. S. Dept. of Labor
Washington, D. C.

Assisted by the

BUREAU OF APPRENTICESHIP AND TRAINING
U. S. Dept. of Labor
Room 46, Federal Bldg.
Anchorage, Alaska

OBJECTIVE

The purpose of apprentice training is to encourage a more careful selection of men coming into the trade; to train apprentices now in the trade; to assist in providing training that will equip them for profitable employment and citizenship; and to further the assurance to the employer of the most proficient workmen to the end that the public may receive the best possible workmanship.

1. DEFINITIONS:

- a) The term "Committee" shall mean the Joint Apprenticeship and Training Committee, as set up in these apprenticeship standards.
- b) The term "Employer" shall mean The Alaska Railroad, Department of Transportation, Federal Railroad Administration.
- c) The term "Union" shall mean the local union signatory to these apprenticeship standards.
- d) The term "Registration Agency" shall mean the Bureau of Apprenticeship and Training, U. S. Department of Labor.

e) The term "Apprenticeship Agreement" shall mean a written agreement between the Committee and a person employed as an apprentice, which agreement shall be registered by the Registration Agency.

f) The term "Apprentice" shall mean a person who has signed an Apprenticeship Agreement with the Committee to learn a trade, as outlined in these apprenticeship standards.

g) The term "General Supervisor of Apprenticeship" shall mean a person appointed by the Committee to carry out the program under its direction.

h) The term "Supervisor of Apprentices" shall mean a person appointed by the individual employer to direct apprenticeship training in or on a specific establishment or job. He shall be subject to approval of the Committee.

i) The term "Apprenticeship Standards" shall mean this entire document, including these definitions.

II. JOINT APPRENTICESHIP AND TRAINING COMMITTEE:

The Committee shall be composed of three members representing employers, and three members representing Labor. Labor and Management shall be equal in all cases.

Members of the Committee shall be selected by the groups they represent. The term of office shall be for three years or less -- the term of one employer and one journeyman to expire each year. The first appointments by each group will be designated for one, two, or three years.

III. SELECTION PROCEDURES:

Selection of apprentices under the program shall be made from qualified applicants on the basis of qualifications alone and without regard to race, creed, color, national origin, sex, or occupationally irrelevant physical requirements in accordance with objective standards which permit review, after full and fair opportunity for application, and this program shall be operated on a completely nondiscriminatory basis. Apprentices will be carefully selected from applicants between 18 and 28

years of age whose background, education, personality, and physical conditions indicate that they are suitable candidates.

Information regarding apprenticeship openings and requirements shall be furnished to the local state employment service and to the local schools.

Such information will also be posted at the program sponsor's normal place of application for apprenticeship. Applications of responding candidates will be recorded. Those meeting the basic qualifications such as age, residence, education, and physical condition will be referred to the apprenticeship committee.

The recruitment, selection, employment, and training of apprentices during their apprenticeship, shall be without discrimination because of race, color, religion, national origin, equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations, Part 30.

The local state employment service will supply the aptitude testing and grading. Such test measures general intelligence, manual dexterity, hand/eye coordination, perception, finger dexterity, and numerical and verbal comprehension.

Applicants who qualify in the aptitude tests will be interviewed by the program sponsor or his designated representative. The interview shall cover such factors as educational record, attitude towards work and apprenticeship, sense of responsibility, previous work experience, whether related or unrelated to the trade, reasons for interest in the trade, hobbies, and physical factors.

Qualified applicants will be rated numerically on the basis of the following factors:

	<u>Maximum</u>
1. Aptitude test results (If actual scores are used, rank in relation to minimum qualifying score.)	25
2. Educational background (High school diploma or certificate of equivalency) (Subjects studied pertinent to the trade or grades attained.)	15
3. Reference and conduct record	10

4. Interview (personal impression of interest, sincerity, and adaptability to the trade.) 25
5. Previous working experience (related and unrelated.) 25

Selection of qualified applicants shall be in descending order of ranking. Records of the selection process shall be retained for a period of two (2) years.

IV. TERM OF APPRENTICESHIP:

Apprentices will serve a minimum term of four consecutive years (approximately 8,000 hours) of reasonably continuous employment during such term, and include the probationary period and the required hours of supplemental school instruction. (Exception: Helpers with two (2) years helper experience shall be eligible for indenturing as helper apprentice of a respective craft, ability to govern in all cases, for a period of three (3) years.)

V. RELATED INSTRUCTION:

International Correspondence School and Railway Education Bureau Courses will be substituted for related classroom instruction.

No apprentice will be allowed to work overtime when such work will interfere with the related instruction course. In case of failure of any apprentice to fulfill his obligations as to school attendance and conduct, without due cause, the local Joint Apprenticeship and Training Committee shall take necessary disciplinary action.

VI. SUPERVISION OF APPRENTICES:

The Alaska Railroad shall designate a particular person, who may be the Superintendent, Foreman, or Journeyman, to be responsible for the training of apprentices. He shall, with the advice and assistance of the local joint apprenticeship and training committee, be responsible for the apprentices' work experience on the job, for their attendance at related classes, and the recording of same on record forms provided for this purpose.

VII. RATIO OF APPRENTICES TO JOURNEYMEN:

The ratio shall be 1 apprentice to each 5 journeymen.

VIII. ACCIDENT PREVENTION:

Each apprentice shall be provided with initial indoctrination and instruction in

order to enable him to perform his work in a safe manner. Such instruction shall be coordinated with the actual work being performed on the job and the tools and equipment being used.

Initial indoctrination shall include instructions relative to pertinent company safety regulations, reporting of accidents, and availability of first aid and medical facilities.

The employer shall at all times exercise reasonable precautions for the health and safety of the apprentices engaged in the performance of the work hereinafter described as "Work Processes" . . . so far as possible. He shall comply with all applicable provisions of Federal, state and municipal safety, health, and sanitation statutes and codes.

In addition, as an integral part of this training program, the apprentice supervisor and/or instructor shall provide such training and instruction pertaining to safe work habits to insure that the apprentice will be protected against avoidable accidents. Also, that they understand the methods necessary to properly perform all phases of the work in a safe manner.

IX. PROBATIONARY PERIOD

Apprentices will be subject to the probationary period applicable to Federal employment. During this probationary period, annulment of the Apprenticeship Agreement will be made by the Committee upon request of any of the parties concerned. After the probationary period the Committee may cancel the Apprenticeship Agreement for just cause, but due notice shall be given the Registration Agency of such action. The Apprenticeship Agreement may also be canceled if the apprentice fails to fulfill his obligations as to the related instruction courses.

X. ADJUSTING DIFFERENCES:

In accordance with the present working agreement, the railroad and the apprentice shall have the right and privilege of appeal to the local joint apprenticeship and training committee in the event of disputes and controversies arising over any provision of the local apprenticeship standards which cannot be satisfactorily settled between them. The local committee shall hear all the parties and make such adjustments as it may consider necessary.

XI. WORK EXPERIENCE:

During his apprenticeship, the apprentice shall be taught the use, care, and effective and safe handling of all tools and equipment commonly used in the trade. He shall be given work experience and training in all branches of his trade considered necessary to develop a skilled and productive worker.

WORK SCHEDULE FOR
AUTOMOTIVE MACHINIST
APPRENTICE

	<u>Years of</u> <u>Service</u>
Engine rebuild room, gas and diesel	1 Year
General repair, automotive test and electrical work	1 Year
Heavy equipment repairs . .	1 Year
Gas car repairs and trouble shooting	6 Months
Welding, electric and acetylene	6 Months
TOTAL	4 Years

WORK SCHEDULE FOR
ELECTRICIAN
APPRENTICE

	<u>Years of Service</u>
Electrical repair shop; servicing motors and generators, rewinding and repairing motors and generators, repairs to electrical equipment, all types	1 Year
Battery Shop	4 Months
Car shop, coaches, heating, and lighting	8 Months
Electric and acetylene welding	6 Months
Diesel locomotives, traction motor, main and auxiliary generator repairs	6 Months

ELECTRICIAN

	<u>Years of Service</u>
Engine circuits, voltage regulators, and relay repairs, Vapor-Clarkson generators and power car equipment	6 Months
Trouble shooting, inspections, and running repairs	6 Months
TOTAL	4 Years

WORK SCHEDULE FOR
MACHINIST
APPRENTICE

	<u>Years of Service</u>
Machine shop practice	1 Year
Engine rebuild and parts repairs	1 Year
General repair, truck and roller bearing repairs, locomotive and cars	6 Months
Welding, electric and acetylene	6 Months
Air room	6 Months
Running repairs, trouble shooting, diesel shop . . .	6 Months
 TOTAL	 4 Years

WORK SCHEDULE FOR
SHEETMETAL
APPRENTICE

	<u>Years of Service</u>
Shop and bench sheetmetal work, including layout and design, brazing, soldering, tinning, leading, and babbitting . . .	2-1/2 years
Locomotive Department - Pipefitting and Sheetmetal	6 Months
Car Department - Pipe and sheetmetal work on passenger cars and sheetmetal in freight department	1 Year
 TOTAL	 4 Years

WORK SCHEDULE FOR
CARMAN
APPRENTICE

	<u>Years of Service</u>
General freight car rebuilding and repairs, wood and metal	1 Year
General passenger car repairs and rebuilding	1 Year
Air room, cleaning and testing, and repairs	6 Months
Rip track, air cleaning, installation and repairs . .	6 Months
Carpenter shop, machine and bench work	6 Months
Electric and acetylene welding	6 Months
TOTAL	4 Years

XII. WAGE SCHEDULE:

The wage rate paid apprentices and journeymen shall be that which is negotiated by The Alaska Railroad officials and the local unions involved. This wage schedule shall be kept current by a supplement attached to the standards.

XIII. PERIODIC EXAMINATION:

An examination of apprentices as to their progress in learning the trade may be given at such times as determined by the committee. In these examinations, consideration shall be given to the related instruction, as well as to the daily employment records of the apprentices.

XIV. EMPLOYMENT RECORDS OF APPRENTICES:

Records of the progress of all apprentices in the trade processes enumerated in the work processes will be maintained by The Alaska Railroad, and shall be made available to the Bureau of Apprenticeship and Training upon request.

XV. JOINT MANAGEMENT-LABOR
APPRENTICESHIP COMMITTEE:

The Alaska Railroad agrees that a joint management-labor apprenticeship

committee will be established as recommended by the Bureau of Apprenticeship and Training.

XVI. CERTIFICATE OF COMPLETION
OF APPRENTICESHIP:

Apprentices who complete their apprenticeship, and make passing grades on the ICS and REB courses shall be awarded a certificate by The Alaska Railroad. Certificates of Completion are also available from the registration agency for all apprentices completing their apprenticeship under registered standards.

XVII. MODIFICATION OF STANDARDS:

These standards shall automatically be amended to conform with any changes in subsequent bargaining agreements, and none of these provisions shall be construed contrary to the present, or subsequent, bargaining agreements. These standards may be modified subject to the approval of management and labor participants in the program and the Bureau of Apprenticeship and Training, U. S. Department of Labor.

All changes and modifications made as provided shall automatically become a part of apprenticeship agreements in effect at the time of the change.

XVIII. OFFICIAL APPROVAL:

These standards of apprenticeship and all modifications shall be approved officially by formal action of the respective employer-employee organizations and the registration agency. Original Standards of Apprenticeship approved and accepted July 20, 1965, and amendments thereto incorporated October 14, 1971.

EMPLOYER REPRESENTATIVES:

/s/ John Norby

/s/ C. W. Poor

/s/ C. O. Brown

APPROVED: July 20, 1965

EMPLOYEE REPRESENTATIVES:

/s/ Richard L. Moyer

/s/ Walter E. King

/s/ John Bozinoff

APPROVED: July 20, 1965

APPROVED AND ACCEPTED BY THE ALASKA RAILROAD:
Anchorage, Alaska, July 20, 1965

/s/ John E. Manley
General Manager

/s/ R. R. Mack
Personnel Officer

/s/ G. V. Randall
Chief Mechanical Officer

APPROVED AND ACCEPTED BY THE ORGANIZATIONS:
Anchorage, Alaska, July 20, 1965

/s/ Luther Augenstein
International Association
of Machinists, Local 1735

/s/ Richard L. Moyer
International Brotherhood of
Boilermakers and Blacksmiths, Local 708

/s/ Walter E. King
Railway Carmen of America
Lodge No. 67

PROGRAM REGISTERED AS INCORPORATING THE
BASIC STANDARDS RECOMMENDED BY THE
BUREAU OF APPRENTICESHIP AND TRAINING:

Approved: August 30, 1965

/s/ Hugh C. Murphy
Administrator, Bureau of Apprenticeship
and Training
U. S. Department of Labor
Washington, D.C.

Consultant:

/s/ Joseph F. Finla, State Supervisor
Bureau of Apprenticeship & Training
U. S. Department of Labor
Anchorage, Alaska

Approved: October 14, 1971

/s/ William F. Wadsworth
Consultant
Alaska State Supervisor
Bureau of Apprenticeship and Training
Department of Labor

Consultant:

/s/ Joseph F. Fiala, State Supervisor
Bureau of Apprenticeship & Training
U. S. Department of Labor
Anchorage, Alaska

Approved: October 14, 1971

/s/ William F. Wadsworth
Consultant
Alaska State Supervisor
Bureau of Apprenticeship and Training
Department of Labor