

AK.  
RAILROAD

Employee  
Info.

#2

*Lin*

UNITED STATES  
DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION  
The Alaska Railroad

Schedule of pay, rules and regulations  
governing Carmen, Carmen Helpers, Apprentices  
and Coach Cleaners

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 July 2, 1970

ALPHABETICAL INDEX

| <u>A</u>                  |           |
|---------------------------|-----------|
| Act of God                | VII 5     |
| Acting Status             | XXVIII 5  |
| Additional Units          | I 3       |
| Advance Approval of Leave | XI 2      |
| Adverse Affect            | V 4       |
| Advice to Management      | XI 2      |
| Advice to Union re RIF    | XVII 2    |
| Advisory Arbitration      | XXVI      |
| Annual Leave              | XII       |
| Appeal Grievances         | XXV 2     |
| Apprentice Training       | XX        |
| Arbitrator                | XXVI 2    |
| Attendance at Conventions | XIII      |
| Awards                    | XIV 6d    |
| <br>                      |           |
| <u>B</u>                  |           |
| Benefits                  | III 2     |
| Best Qualified            | XIV 1,10  |
| Blue Signals              | XXI 13    |
| Bumping                   | XXVII 5,7 |
| Business Manager          | VI 6      |

B

Basic Labor Agreement:

|  |         |
|--|---------|
| Definitions  | Sec. 1  |
| Compliance   | Sec. 2  |
| Scope  | Sec. 3  |
| Employee Rights to<br>Labor Representation           | Sec. 4  |
| Discrimination Prohibited                            | Sec. 5  |
| Determination of<br>Bargaining Rights                | Sec. 6  |
| Duty to Confer                                       | Sec. 7  |
| Written Agreements                                   | Sec. 8  |
| Scope of Negotiations                                | Sec. 9  |
| Disputes, Board of<br>Adjustment                     | Sec. 10 |
| Bulletin Boards and<br>Distribution of<br>Literature | Sec. 11 |
| Labor-Management<br>Cooperation                      | Sec. 12 |
| Effective Date and<br>Duration                       | Sec. 13 |

| <u>C</u>                     |         |
|------------------------------|---------|
| Changes, Advice of           | V 2     |
| Clean Engine Parts           | XXI 14  |
| Clean Up Time                | VII 6   |
| Clean Working & Rest Areas   | XXI 9   |
| Committees                   |         |
| Apprentice                   | XX 2    |
| Charitable Solicitation      | XXII 1  |
| Safety                       | XXI 3   |
| Suggestion                   | XXII 2  |
| Compensation time off        | LX 1    |
| Complaint re Job Description | XVIII 2 |
| Compliance                   | IV 1    |
| Consultation                 | V 4     |
| Continuous Daily Service     | VII 3   |
| Court Leave                  | XIII    |
| Craft Work                   | XIX 3   |

| <u>D</u>                    |           |
|-----------------------------|-----------|
| Days Work                   | VII 7     |
| Deadheading                 | XVI 1     |
| Details (less than 30 days) | XIV 9     |
| Directives Furnished        | IV 2      |
| Discipline                  | XIII 6    |
| Discipline                  | XIII 9    |
| Discipline by Demerit       | XXV 8,1-6 |
| Discrimination              | XIV 1     |
| Duration of Agreement       | XXIX      |

|                              |          |            |
|------------------------------|----------|------------|
|                              | <u>E</u> |            |
| Emergency - Wrecking Service |          | VIII 1     |
| Equity                       |          | V 3        |
| Exclusive Recognition        |          | VI 1       |
| Executive Order              |          | II 1       |
| Excused from Court Duty      |          | XXIII 4a,b |
| Experience                   |          | XIV 6c     |

|                                 |          |        |
|---------------------------------|----------|--------|
|                                 | <u>F</u> |        |
| February 1                      |          | XII 3  |
| Full Time Union Representatives |          | XIII 2 |

|                            |          |         |
|----------------------------|----------|---------|
|                            | <u>G</u> |         |
| Grades, reduction of       |          | XVIII 4 |
| Grand Lodge Representative |          | VI 6    |
| Grievance Procedure        |          | XXV     |

|                     |          |        |
|---------------------|----------|--------|
|                     | <u>H</u> |        |
| Handbook X-118C     |          | XXV 6  |
| Handicapped Program |          | II 2   |
| Health Benefit Plan |          | XIII 4 |
| Hearing Defined     |          | XXV 8  |
| Holidays            |          | X      |
| Hot-Cold Work       |          | XXI 8  |
| Hours Changed       |          | VII 11 |
| Hours of Work       |          | VII 1  |

|                         |          |        |
|-------------------------|----------|--------|
|                         | <u>I</u> |        |
| Injury, Advice to Union |          | XXI 6  |
| Interviews              |          | XIV 10 |
| Investigation defined   |          | XXV 8  |

|                  |          |          |
|------------------|----------|----------|
|                  | <u>J</u> |          |
| Job Bulletins    |          | XXVIII 3 |
| Job Descriptions |          | XVIII    |
| Jury Duty        |          | XXIII    |

|                         |          |         |
|-------------------------|----------|---------|
|                         | <u>L</u> |         |
| Leave, Administrative   |          | VI 7    |
| Administrative          |          | VII 5   |
| Annual                  |          | XII     |
| Court                   |          | XXIII   |
| Emergency               |          | XIII 1  |
| Military                |          | XIII 5  |
| Sick                    |          | XI      |
| Voting                  |          | XXIII 6 |
| Without Pay             |          | XVII    |
| Life Insurance          |          | XIII 3  |
| Light Duty              |          | XI 5    |
| Light Duty              |          | IX 2    |
| Limitations, Management |          | I 1     |

|                          |          |         |
|--------------------------|----------|---------|
|                          | <u>M</u> |         |
| Maintenance by Operators |          | XIX 1   |
| Management Options       |          | XIV 2   |
| Meal Period              |          | VII 2,3 |
| Meal Period              |          | VII 9   |
| Meal Period              |          | IX 3    |
| Mechanic's Work          |          | XIX 2   |
| Merit Promotion          |          | XIV     |

Modified Promotion Announcements XIV :  
 Multiple Position Assignments XXVIII

N

Negotiation V  
 Number of Stewards, VI  
 Representatives

O

Official Bulletin Boards XXVIII  
 Official Bulletin Boards XXIV  
 Official Bulletin Boards XIV  
 Official Positions XXVII  
 Official Time for Grievance VI  
 Outlying Points VII  
 Outside Employment XIII  
 Overtime: Call Basis IX  
           Excused IX  
           Holiday Work ) X  
           within assigned )  
           hours )  
 Meal Period VII  
 Notice IX  
 Notice Holiday X  
 Rate IX  
 Rotary Board IX  
 Split Shift VII  
 Wrecking Service VIII  
 24 Hour Period IX

| <u>P</u>                  |            |
|---------------------------|------------|
| Parking Spaces            | II 2       |
| Pay: Arbitrator           | XXVI 3     |
| Attendance at Arbitration | XXVI 3     |
| Charges not sustained     | XXV 7      |
| Clean up                  | VII 6      |
| Court Leave               | XXIII 5a,b |
| Deadheading               | XVI 1      |
| Grade Reduction           | XVIII 4    |
| Grievance                 | VI 4       |
| Holiday                   | X 1        |
| Military leave            | XIII 5     |
| Protective Clothing       | XXIV 1     |
| Safety Shoes              | XXIV 2     |
| Training                  | VI 7       |
| Wash-up                   | VII 6      |
| 4 Hours Work              | XXVIII 4   |

| <u>R</u>                   |          |
|----------------------------|----------|
| Reduction in Force         | VII 11   |
| Reduction in Force         | XIII 3   |
| Reduction in Force         | XVII     |
| Reduction in Force         | XXVII 8  |
| Repromotion                | XIV 2    |
| Repromotion                | XV 1,2   |
| Rest, Wracking             | VIII 1   |
| Retirement                 | XIII 3   |
| Return to Duty             | XIII 3   |
| Return to Duty             | XIII 7,8 |
| Return to Duty             | XXVII 5  |
| Review of Job Descriptions | XVIII 1  |
| Rights of Management       | II 1     |
| Rights of Union            | II 1     |
| Rosters                    | XXVII 9  |

|  |          |          |
|--|----------|----------|
|  | <u>S</u> |          |
| Safety                                 |          | XXI      |
| Saturday, Sunday Work                  |          | VII 4    |
| Selection - Release for<br>Promotion   |          | XIV 7    |
| Seniority                              |          | XXVII    |
| Separation                             |          | XXV 8(6) |
| Sick Leave                             |          | XI       |
| Sick Leave - Abuse of sick<br>leave    |          | XI 3     |
| Advanced                               |          | XI 6     |
| Three days excused                     |          | XI 3     |
| Special Skills                         |          | IX 4     |
| Split Shift                            |          | VII 8    |
| Standard Government Travel )           |          | XVII 2   |
| Regulations )                          |          | VIII 1   |
|  |          | XVI 1    |
| Stewards                               |          | VI 1     |
| Straight time pay deadheading          |          | XVI 1    |
| Supervisory Permission                 |          | VI 5     |
| Supervisory Vacancy                    |          | XIV 9    |
| Suspension                             |          | XXV 6    |
|  | <u>T</u> |          |
| Ten days decisions                     |          | XXV 1    |
| Ten days response                      |          | XXV 1    |
| Ten Working days                       |          | XIV 3    |
| Thirty days trial                      |          | XXVIII 2 |
| Training                               |          | XIV 6a   |
| Training RIF                           |          | XVII 3   |
| Transportation, Free                   |          | III 4    |
| Transportation, Sick                   |          | XI 4     |
| Travel - regular part of<br>assignment |          | XVI 1    |
| Traveling - Wrecking                   |          | VIII 1   |

|                       |          |          |
|-----------------------|----------|----------|
|                       | <u>U</u> |          |
| Union Membership      |          | III 1    |
| Union Representatives |          | VI 1     |
| Union, Right to join  |          | III 1    |
| Unit                  |          | I 2      |
|                       | <u>V</u> |          |
| Vacancies             |          | XIV 3    |
| Vacancies in Multiple |          |          |
| Appointments          |          | XXVIII   |
| Vacation              |          | XIII 2,3 |
|                       | <u>W</u> |          |
| Waiting - Wrecking    |          | VIII 1   |
| Wash-up Time          |          | VII 6    |
| Work Day              |          | VII 1    |
| Work full shift       |          | XIX 4    |
| Work Hot, Cold        |          | XXI 8    |
| Work Week             |          | VII 1    |
| Written Tests         |          | XIV 6a   |

Article  
Number

|   |      |
|---|------|
| Recognition and Unit Designation          | I    |
| Responsibilities and Rights of Management | II   |
| Rights of Employees                       | III  |
| Provisions of Law and Regulation          | IV   |
| Appropriate Matters                       | V    |
| Union Representation                      | VI   |
| Hours of Work and Basic Work Week         | VII  |
| Emergency Road and Wrecking Service       | VIII |
| Overtime                                  | IX   |
| Holiday Work                              | X    |
| Sick Leave                                | XI   |
| Annual Leave                              | XII  |
| Leave of Absence                          | XIII |
| Merit Promotion                           | XIV  |
| Repromotion                               | XV   |
| Deadheading                               | XVI  |

|  | <u>Article<br/>Number</u> |
|--|---------------------------|
| Personnel Movements in<br>RIF Situations and<br>Rehiring | XVII                      |
| Reviews or Job<br>Descriptions and<br>Requirements       | XVIII                     |
| Disposition of Unit Work                                 | XIX                       |
| Apprentice Training<br>Programs and<br>Re-Training       | XX                        |
| Safety   | XXI                       |
| Committee Assignments                                    | XXII                      |
| Civic Responsibilities                                   | XXIII                     |
| Special Tools -<br>Clothing - Services                   | XXIV                      |
| Grievance Procedure                                      | XXV                       |
| Advisory Arbitration                                     | XXVI                      |
| Seniority  | XXVII                     |
| Bulletining Positions<br>within Multiple<br>Appointments | XXVIII                    |
| Duration and Changes                                     | XXIX                      |

UNITED STATES  
DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION  
The Alaska Railroad

Schedule of pay, rules and regulations  
governing Carmen, Carmen Helpers, Apprentices  
and Coach Cleaners

This AGREEMENT is made between THE  
ALASKA RAILROAD, Anchorage, Alaska,  
hereafter referred to as "Management" and  
the Brotherhood Railway Carmen of the  
United States and Canada, 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 Execu-  
tive 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 and 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 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 5. 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 Brotherhood Railway Carmen of the United States and Canada, 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 conditions 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 ten (10) 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 ten (10) 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 in accordance with practice at home station 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.\*

\*Payments under this Article subject to Article XXIX, Section 4.

Section 2. Wrecking crews will be composed of regularly assigned carmen, crane engineers, cooks, and helpers, and will be paid for such service in accordance with provisions of this Article.

Section 3. When called for wrecks or derailments outside of yard limits the regularly assigned crew will accompany the outfit; for wrecks or derailments within yard limits, sufficient number of carmen will be furnished to perform the work.

Section 4. For derailments within yards, where carmen are employed, when rerailing can be done by the use of frogs, wedges, and/or blocking, and it is necessary to call men to assist the trainmen and such call would result in overtime payment to the men called, carmen will be called. If carmen are not called, they will be paid an overtime call of two (2) hours and forty (40) minutes on a man-to-man basis.

Section 5. Where needed, men of any class may be taken to assist members of the wrecking crew.

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.

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.

Section 7. An employee required to come on duty in advance of his regular starting time will be allowed time and one-half on the minute basis with a minimum 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 (1) hour in advance of regular starting time, paragraph (c) will apply.\*

\*Payments under this Article subject to Article XXIX, Section 4.

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 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 own return thereto, at least one 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-118C 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 any 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 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 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. The selection of mechanics shall be based upon the preponderance of work to be performed within the crafts.

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 Carman 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 yard: 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 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

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 employe'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 consid-  
eration, 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, sub-  
ject 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 regu-  
lations 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 National Mediation Board 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 by the Management or the Union, whoever loses such case before the Board, provided that the cost to Management for arbitrator's fees 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. Seniority of employees covered by this agreement shall be system-wide and will be established as of the date service is performed. 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.

Seniority rosters shall be posted as of January of each year for Carmen, Mechanics' Helpers, Coach Cleaners, and Apprentices, copies of which are to be furnished the General Chairman and posted where Carmen are employed.

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. 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 7. When the force is reduced, seniority will not govern; Civil Service Commission Regulations shall apply for Reduction in Force. For reduction in force purposes, the competitive area for employees of this unit shall be The Alaska Railroad.

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 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 September 20, 1970. After such approval renewal of this Agreement will be automatic from year to year, provided that this Agreement shall terminate

automatically affective 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.

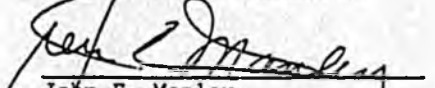
Section 4. The Articles of this Agreement have been negotiated in good faith and are presumed to be consistent with existing laws enacted by the U. S. Congress, applicable Department of

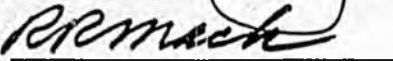
Transportation and Civil Service Commission regulations and Executive Orders. The provision of any existing or future contrary decree with respect to and which affect this agreement shall become a part thereof.

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

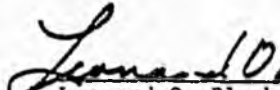
Dated at Anchorage, Alaska July 2, 1970

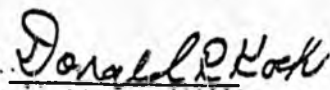
FOR THE ALASKA RAILROAD:

  
John E. Manley  
General Manager

  
R. R. Mack  
Personnel Officer

FOR THE ORGANIZATION: Brotherhood  
Railway Carmen of the United States  
and Canada

  
Leonard O. Black  
Chairman

  
Donald R. Koch  
Vice-Chairman

ALASKA RAILROAD  
LABOR POLICY STATEMENT

CONTENTS

- Preamble
- Section 1. Definitions
- Section 2. Compliance
- Section 3. Scope
- Section 4. Employee Rights to Labor Representation
- Section 5. Discrimination Prohibited
- Section 6. Determination of Bargaining Rights
- Section 7. Duty to Confer
- Section 8. Written Agreements
- Section 9. Scope of Negotiations
- Section 10. Disputes, Board of Adjustment
- Section 11. Bulletin Boards and Distribution of Literature
- Section 12. Labor-Management Cooperation
- Section 13. Effective Date and Duration

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

c l e

BLA

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.

e 4 e

BLA

Section 3. Scope

This agreement is applicable to those employees of the Railroad represented by the Brotherhood Railway Carmen of the United States and Canada,

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 Brotherhood Railway Carmen of the United States and Canada, 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 standard

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 Brotherhood Railway Carmen of the United States and Canada, and The Alaska Railroad, dated April 11, 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 11, 1968.

FOR THE ALASKA RAILROAD:

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

(Sgd.) R. R. Mack  
R. R. Mack, Personnel Officer

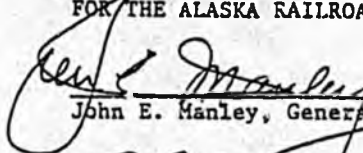
FOR THE ORGANIZATION: Brotherhood Railway  
Carmen of United States and Canada

(Sgd.) Irvin L. Barney  
Irvin L. Barney  
General Vice-President & National  
Legislative Representative

(Sgd.) Donald R. Koch  
Donald R. Koch, Chairman  
Local Protective Board  
Far North Lodge No. 67

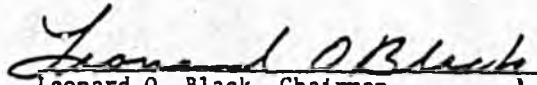
Dated at Anchorage, Alaska, July 2, 1970

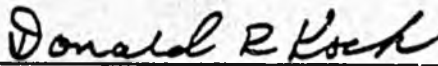
FOR THE ALASKA RAILROAD:

  
\_\_\_\_\_  
John E. Manley, General Manager

  
\_\_\_\_\_  
R. R. Mack, Personnel Officer

FOR THE ORGANIZATION: Brotherhood Railway  
Carmen of United States and Canada

  
\_\_\_\_\_  
Leonard O. Black, Chairman

  
\_\_\_\_\_  
Donald R. Koch, Vice-Chairman  
Local Protective Board  
Far North Lodge No. 67

Effective September 20, 1970

**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.

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<br>(If actual scores are used,<br>rank in relation to minimum<br>qualifying score.)   | 25             |
| 2. Educational background<br>(High school diploma or<br>certificate of equivalency)<br><br>(Subjects studied pertinent<br>to the trade or grades<br>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 Processus" . . . 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><br><u>Service</u> |
|--|-----------------------------------|
| Engine rebuild room, gas and<br>diesel . . . . .       | 1 Year                            |
| General repair, automotive<br>test and electrical work | 1 Year                            |
| Heavy equipment repairs . .                            | 1 Year                            |
| Gas car repairs and trouble<br>shooting . . . . .      | 6 Months                          |
| Welding, electric and<br>acetylene . . . . .           | 6 Months                          |
| <b>TOTAL</b>   | <b>4 Years</b>                    |

WORK SCHEDULE FOR  
ELECTRICIAN  
APPRENTICE

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

ELECTRICIAN

Years of  
Service

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

WORK SCHEDULE FOR  
SHEETMETAL  
APPRENTICE

|  | <u>Years of Service</u> |
|--|-------------------------|
| Shop and bench sheetmetal work, including layout and design, brazing, soldering, turning, leading, and babbiting . . . | 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                  |
| <b>TOTAL</b>   | <b>4 Years</b>          |

WORK SCHEDULE FOR  
CARMAN  
APPRENTICE

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

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. Manly  
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 706

/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. 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

UNITED STATES  
DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION  
The Alaska Railroad

Schedule of pay, rules and regulations  
governing Locomotive Engineers, Locomotive  
Firemen, Conductors, Brakemen, Baggage-men,  
and Hostlers

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 January 1980

UNITED STATES  
DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION  
The Alaska Railroad

Schedule of pay, rules and regulations  
governing Locomotive Engineers, Locomotive  
Firemen, Conductors, Brakemen, Baggage-men,  
and Hostlers

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 January 1980

|                                |       |
|--------------------------------|-------|
| Copy of Schedule               | 45    |
| Copy Train Orders - Arbitrary  | 49    |
| Coupling & Uncoupling Air Hose | 43(a) |
| Coupling & Uncoupling Units    | 6(y)  |
| Court Leave                    | 31    |
| Crew Consist - Freight, Yard   |       |
| work, Snow                     | 14(b) |
| Local, Mixed                   | 14(a) |
| Motor Cars                     | 14(d) |
| Passenger                      | 14(e) |
| Yard                           | 14(c) |
| Crews Deahead & work           | 25(g) |
| Crews Divided                  | 19(c) |
|                                | 14(f) |

D

|                                       |       |
|---------------------------------------|-------|
| Day:                                  |       |
| Basic                                 | 2(a)  |
| Basic Day & Week - Hostler            | 26(c) |
| Beginning & Ending                    | 26(h) |
| Calendar                              | 5     |
| Ends at Anchorage                     | 3(b)  |
| Minimum                               | 9(g)  |
| Yard                                  | 3(b)  |
| Deadheading                           | 25(b) |
| Deadheading (Assignment Discontinued) | 19(a) |
| Deadheading - Hostlers                | 11(d) |
| Disallowed Time Claims                | 26(p) |
| Discharge & Return to Duty            | 35(a) |
| Discipline & Investigations           | 30(b) |
| Displace Youngest Extra Board         | 29(a) |
| Engineers-Conductors                  | 9(c)  |
|                                       | -1    |
| Double Over - Sack Down & Head Out    | 6(t)  |
|                                       | 6(x)  |
| Doubling Hills                        | 27    |
| Duties - hostlers                     | 26(o) |
|                                       | 26(q) |

INDEX

E

|                                   |         |
|-----------------------------------|---------|
| Electric or Motor Service         |         |
| Modifications                     | 38      |
| Emergency Defined                 | 52      |
| Engine Watching by Enginemen      | 50      |
| Engine Watchman Assignments       | 25(v)   |
| Engineer-Hostler Extra work       | 9(c)    |
|                                   | -3      |
|                                   | 25(f)   |
| Engineer-Hostlers are Hostlers    | 25(s)   |
| Engineman Delay/Switching Starts  |         |
| After Preparatory Time            | 6(g)    |
| Enginemen Required to Service     |         |
| Engines at Outlying Points        | 23(e)   |
| Exercise Seniority When Displaced | 11(j)   |
| Extra Boards:                     |         |
| Bumping On                        | 9(a)-1  |
| Protect Own Board First           | 9(c)-1  |
| Computation Calls                 | 9(c)-6  |
| Conductor - Anchorage             | 9(a)-7  |
| Conductor - Fairbanks             | 9(a)-2  |
| Conductor - Seward                | 9(a)-3  |
| Engineer - Anchorage              | 9(a)-4  |
| Engineer - Fairbanks              | 9(a)-5  |
| Engineer - Seward                 | 9(a)-8  |
| Exhausted                         | 9(a)-3  |
| Exhausted Use of Men Within       | 9(c)-1A |
| Same Grade                        |         |
| Firemen & Brakemen - Anchorage    | 9(c)-15 |
| Mileage - Hours Registration      | 9(a)-6  |
| Regulation of                     | 9(b)-1  |
|                                   | 9(a)-6  |
|                                   | -7, -9  |
|                                   | 9(n)    |
| Extra Man Due Pay of Assignment   | 3(c)    |
|                                   | 3(a)    |
|                                   | -10     |
| Extra Road Crews in Work Service  | 23(a)   |
| Extra Work for Men Assigned.      |         |
| Fairbanks - Anchorage Passenger   | 11(h)   |
| Extra Yard Service                | 10(a)   |

INCCX

F

|   |        |
|---|--------|
| Final Freight Work Allowable                | 6(m)   |
| Final Freight Work & Delay                  | 6(k)   |
| Final Passenger Delay &<br>Automatic Tie-up | 6(d)   |
| Final Tie-up - Rules Applicable             | 6(-)   |
| First In - First Out                        | 10(b)  |
| Force Assignment - Bid Off                  | 11(k)  |
|   | -1, -2 |
| Force Assignment Deadhead                   | 19(b)  |

G

|                          |       |
|--------------------------|-------|
| Give Up Job              | 11(g) |
| Grievances - How Handled | 30(a) |
| Guarantee - All Classes  | 3(a)  |
| - Hostlers               | 26(i) |
| - Through Trains         | 3(a)  |
|                          | -2    |
| - Weekly                 | 1(b)  |

H

|                                   |           |
|-----------------------------------|-----------|
| Handling of Caboose               | 44(a)     |
| Handling Side Doors, Aprons, etc. | 47        |
| Held Away from Home Terminal      | 4(a)      |
|                                   | 4(d)      |
| Held Off Bulletin Assignment      | 11(a)     |
| Helper Service                    | 24(b)     |
| Highest Occupation Rate Paid      | 7(e)      |
| Hiring - Conductors, Engineers    | 28(f)     |
|                                   | -1, -2    |
| Hiring - Rehire                   | 30(c)     |
| Hog Book                          | 9(c)      |
|                                   | -13       |
|                                   | -16       |
| Hog Book Exhausted                | 9(c)      |
|                                   | -15       |
| Holidays                          | Pages 5-6 |
| Hostlers Extra Work               | 9(c)      |
|                                   | -3        |
|                                   | 26(e)     |
| Hostlers on Road                  | 9(c)      |

INDEX

|                    |       |
|--------------------|-------|
| Hostling Positions | -7    |
| Hours of Service   | 26(b) |
|                    | 20    |

I

|  |       |
|--|-------|
| Initial Freight Delay                    | 6(g)  |
| Initial Freight Switching,<br>Then Delay | 6(h)  |
| Initial Freight Work & Delay             | 6(f)  |
| Initial Passenger Delay                  | 6(b)  |
| Initial Passenger Makeup                 | 6(a)  |
| Intermediate Work at Whittier            | 6(u)  |
| Irregular Service - Made Up Crews        | 10(a) |

L

|  |       |
|--|-------|
| Lawful Time                                | 20(a) |
| Lawful Time, Less Than                     | 20(b) |
| Layoff & Reporting for Duty                | 40(a) |
| Layoffs - Missing Calls                    | 9(e)  |
| Layoff of Yard Men at<br>Seward & Whittier | 25(l) |
| Leave - Cooks & Steermen                   | 33(b) |
| Leave Exceeding 6 Months                   | 33(a) |
| Leave - Extra Board                        | 9(e)  |
| Leave - Recall                             | 40(b) |
| Leave - 30 Days                            | 11(a) |
| Legal Rest                                 | 20(c) |
| Length of Train Pay                        | 1(e)  |
| Light Engines & Helper Districts           | 24(b) |
| Line Point Vacancies Filled<br>by Hostlers | 25(f) |
| Living Accommodations                      | 53(a) |
| Loss or Damage to Equipment                | 41    |
| Lunch Period - Hostlers                    | 26(n) |
| Lunch Period - Yard Crews                  | 25(f) |

M

|                                  |       |
|----------------------------------|-------|
| Made Up Crews, Irregular Service | 10(a) |
| Meals on Duty                    | 39    |
| Meeting with General Officers    | 54    |
| Messenger Service                | 9(c)  |

INDEX

|                              |       |
|------------------------------|-------|
|                              | -5    |
| Mileage Allowance            | 35(b) |
| Mileage - Hours Registration | 9(b)  |
|                              | -2    |
| Mileage Limitation           | 11(c) |
| Missing Calls - Layoffs      | 9(e)  |
| Multiple Units               | 15(i) |

|                                   |       |
|-----------------------------------|-------|
| <u>N</u>                          |       |
| New Assignments & Extra Men       | 9(c)  |
|                                   | -10   |
| Ninety-Day Limitation on Students | 28(e) |

|  |       |
|--|-------|
| <u>O</u>   |       |
| Officers Will Not Do Trainman Work   | 48    |
| Officials - Hostler Work   | 26(u) |
| Overtime or Switching on<br>Minute Basis   | 6(j)  |
| Overtime - Yard  | 25(j) |
| Overtime (Yard, Hostling,<br>Passenger, Engine Watching)<br>Road and Yard Work Week<br>Computation | 2(b)  |
| Straight Time Minimum  |       |
| Overtime Arbitrary   |       |

|                                |           |
|--------------------------------|-----------|
| <u>P</u>                       |           |
| Pass Transportation            | 32        |
| Passenger Service Ticketing    | 6(p)      |
| Pay Act of March 28, 1934      |           |
| U. S. Court of Claims Decision |           |
| Work Hours Act of 1962         | Pages 1-3 |
| Pay:                           |           |
| Engine Watchmen                | 25(w)     |
| Extra Man on Assigned Runs     | 3(c)      |
| For Qualifying                 | 29(b)     |
| Freight Switching and Delay    | 6(l)      |
| Head Brakeman                  | 6(p)      |
| Helper Service                 | 24(b)     |
| Highest Rate Paid              | 7(e)      |
| Hours of Service               | 20(e)     |

INDEX

|   |       |
|---|-------|
| Length of Train                         | 1(e)  |
| Local Freight Service                   | 7(f)  |
|   | 1(f)  |
| Pay:                                    |       |
| Conductors & Eng. Extra Board           | 9(a)  |
|   | -10   |
| Passenger Makeup & Movement             | 6(a)  |
| Passenger Switching & Delay             | 6(e)  |
| Piloting Service                        | 24(a) |
| Snow Pilots                             | 24(d) |
| Rates of & Minima Daily                 | 1(a)  |
| Tied Up Between Terminals               | 20(g) |
| Payroll Shortage - Claims               | 35(c) |
|   | 35(d) |
| Performance Ratings                     | 35(b) |
| Power Vans                              | 43(b) |
| Preparatory Engine Time                 | 6(o)  |
| Computation Delay or Switching<br>Time  | 6(q)  |
| Preparatory or Final Time<br>Limitation | 6(s)  |
| Promotion - Fireman                     | 26(t) |
| Promotion - Brakeman                    | 28(f) |
|   | -1    |
| Promotion - Fireman                     | 29(f) |
|   | -2    |
| Promotion - Decline or Failure          | 29(g) |
| Promotion Notice                        | 29(h) |
|   | 29(i) |
| Protect During Life of Bulletin         | 11(f) |
| Protected Employees - Firemen           | 29(d) |

G

|                            |       |
|----------------------------|-------|
| Qualifications:            |       |
| Baggagemen                 | 9(c)  |
|                            | -11   |
| Brakemen 90 Days           | 14(a) |
| Engineers                  | 9(a)  |
|                            | -5    |
| Engineer-Hostlers          | 26(1) |
| Hostlers                   | 26(j) |
| Students 90-Day Limitation | 29(a) |

INDEX

R

|   |       |
|---|-------|
| Reemployment                                    | 30(c) |
| Reduction in Force                              | 11(1) |
|   | 55(a) |
| Rest Day at Home Terminal                       | 13    |
|   | 3(e)  |
|   | 15(c) |
| Rest Day - Snow Crew                            | 23(b) |
| Road Crew Switching                             | 25(k) |
| Road Crews - Switching to<br>Military Bases     | 16(b) |
|   | 16(c) |
| Rotary Assn: Hunts Retirement Comp.             | 56    |
| Rotary Crew                                     | 23(d) |
| Roundhouse Vacancies                            | 26(g) |
| Rules Governing Hostler Service                 | 26    |
| Runarounds - Extra/Regular                      | 9(d)  |
| Runarounds - Irregular or<br>Unassigned Service | 10(c) |

S

|   |       |
|---|-------|
| Safety Appliances - Yard<br>Equipment       | 25(i) |
| Schooling Prior to Examination              | 29(j) |
| Seats on Engines                            | 44(b) |
| Second Call in 24 Hours -<br>Yard Services  | 25(b) |
| Seniority and Promotion                     | 28(a) |
| Seniority-Baggage/Brakemen                  | 28(b) |
| Seniority-Engine Watchmen                   | 26(x) |
| Seniority, Optional, Conductors             | 11(k) |
|   | -1    |
| Seniority, Optional, Engineers              | 11(k) |
|   | -2    |
| Seniority Rights                            | 28(1) |
| Seniority Work Trains                       | 22(c) |
| Service Call Preference                     | 9(c)  |
|   | -4    |
| Setting Out & Picking Up,<br>Clear Snow for | 24(e) |
| Shuttle Service Portage - Whittier          | 14(i) |

|  |       |
|--|-------|
| Snow Crew Rest Days                      | 23(b) |
| Snow Pilot Assignment                    | 24(h) |
| Snow Pilots                              | 24(e) |
| Snow Service Equipment Assignments       | 24(f) |
| Special Passenger Trains                 | 12    |
| Standing Call                            | 17(m) |
| Students - Limitation                    | 28(c) |
|  | 28(a) |
|  | 28(k) |
| Switching Exceptions                     | 6(x)  |
| Switch Shanties                          | 53(b) |
| Switching Intermediate Point             | 6(w)  |
| Switching on Minute Basis or<br>Overtime | 6(j)  |
| Switching-Road Crew - 4 Hour             | 25(k) |
|  | 6(i)  |
| Switching Terminal Penalty               | 16(b) |
|  | 6(n)  |
| Switching Between Spur & Siding          | 7(g)  |

I

|  |       |
|--|-------|
| Temporary Hostlers   | 26(e) |
| Terminal Switching, Freight &<br>Mixed Crews                       | 6(n)  |
| Termination Pay  | 36    |
| Through Trains   | 3(a)  |
| Turnaround Days  | 3(a)  |
|  | -1    |
| Guarantee  | 3(a)  |
|  | -2    |
| Used on Days Off   | 3(a)  |
|  | -3    |
|  | -4    |
| Tied up and Deadhead Under Law                                     | 20(f) |
| Tie-up Between Terminals-a/c Wrecks,<br>Washouts or Snow Blockades | 21(a) |
| Tie-Up Between Terminals - Recall                                  | 21(c) |
| Time Slips & Time Allowances                                       | 35(a) |
| Time Slips - Hostlers  | 26(r) |
| Tour of Duty - Hostlers  | 25(c) |
|  | 25(d) |
| Tour of Duty - Yard  | 25(d) |

INDEX

|                                     |       |
|-------------------------------------|-------|
| Track Obstruction & Used Off        |       |
| Assignment                          | 15(e) |
| Train Boxes & Supplies              | 46    |
| Transportation of Household Goods   | 53(c) |
| Transportation - Passes             | 32(a) |
|                                     | 32(b) |
| Two Classes of Service              | 7(a)  |
| Two Classes of Service - Exception  | 7(c)  |
| Two Classes of Service - Limitation | 7(b)  |

U

|   |           |
|---|-----------|
| Uniforms  | Pages 3-6 |
| Uniform Procurement                                       | 9(c)      |
|   | -11       |
| Unit Pay, Multiple - Road                                 | 1(c)      |
| Use of Regular Men Extra                                  | 13        |
| Use of Promoted Men Off a Fixing<br>or Braking Assignment | 9(c)      |
|   | -14       |
| Used Off Assignment                                       | 15(a)     |
| Used Off Assignment Penalty                               | 15(c)     |
|   | 15(d)     |
| Used on Days Off - Through Train                          | 3(a)      |
|   | -3        |
|   | -4        |
| Used on Rest Day  | 3(d)      |

V

|                               |      |
|-------------------------------|------|
| Vacancy Limitation from Board | 9(f) |
|-------------------------------|------|

W

|   |       |
|---|-------|
| Work and Snow Service                             | 23    |
| Work and Snow Service Crew Delay                  | 6(v)  |
| Work and Snow Tie-up Points                       | 21(b) |
| Work-Pilot Outside of Yards                       | 24(g) |
| Work-Snow Crew Preference                         | 9(c)  |
|   | -2    |
| Work-Snow Train - Held Away<br>from Home Terminal | 4(b)  |
| Work-Snow Train - Home Terminal                   | 4(c)  |
| Work Train Service by Road                        |       |

INDEX

|   |       |
|---|-------|
| and Yard Crews  | 7(d)  |
| Work Train Subdivision                                      | 22(b) |
| Work, Wreck & Snow Plow Trains<br>Tied Up Between Terminals | 22(a) |
| Wying of Equipment at Whittier                              | 6(u)  |

Y

|                                  |       |
|----------------------------------|-------|
| Yard and Road - Whittier-Portage | 25(r) |
| Yard Crews at Military Bases     | 16(d) |
| Yard Limits                      | 29(j) |
| Yard Services - Yard Crews       | 75    |
| Yard Switch Engines              | 25(i) |

UNITED STATES  
DEPARTMENT OF TRANSPORTATION  
The Alaska Railroad

Schedule of pay, rules and regulations governing  
Locomotive Engineers, Locomotive Firemen, Con-  
ductors, Brakemen, Baggage-men, and Hostlers.

Work Hours Act of 1962 (Public Law 87-581)

By virtue of Public Law 87-581, "Work Hours Act of 1962," effective October 12, 1962, The Alaska Railroad is covered by Section 201 of this law. It is the intent of this rule that wage payments shall not be less than the straight time and overtime requirements of the above said law. Compensation for a given day or week of work shall be computed, therefore, first, under the rules in this agreement relating to the dual system, including arbitratories, and again, under the requirement of paragraphs (a), (b), (c), and (d) of this rule. The compensation paid shall be the higher of these two amounts.

(1) For employees on duty during a given week of work, compensation shall be computed on the basis that overtime work in excess of 8 hours per day or in excess of 40 hours per week shall be compensated for at not less than time and one-half the basic rate of compensation, except that employees subject to this section who are regularly required to remain at or within the confines of their post of duty in excess of 8 hours per day in a standby or on-call status shall be paid overtime rates only for hours of duty, exclusive of eating and sleeping time, in excess of 40 hours per week.

(b) Hours of work, for purposes of this rule, are defined as actual time spent in the performance of work and shall exclude all hours

paid for under other rules contained in this agreement which do not represent actual hours of work.

(c) Payment for overtime work as provided for under this rule will be at the rate for the class of service performed on the basis of time in excess of 8 hours in a day or 40 hours in a work week, whichever is greater.

(d) No wage payments under any of the rules in this agreement relating to arbitraries shall be made to any train and engine service employees for any day or week of work with respect to which compensation is due and payable under this rule. Under this paragraph, arbitraries shall mean:

1. The amount by which payments under any guarantee rule exceeds the pay due, except for such guarantee, for all time worked. Such guarantee rules are calendar day, minimum day, and weekly guarantee.
2. Called and not used.
3. Runaround.
4. Tie up between terminals.
5. Deacheading.
6. Used off assignments.
7. More than one class of service.
8. Running through a terminal.
9. Initial delay.
10. Initial work.
11. Terminal delay.
12. Terminal work.
13. Copying a train order.
14. Coupling and uncoupling air hose.
15. Any other compensation earned under the rules of this agreement to the extent that such compensa-

tion would result in an amount computed on a daily or weekly

basis exceeding the sum of straight time pay plus overtime at time and one-half for all hours worked in excess of 8 hours per day or 40 hours per week.

#### Uniforms

(a) The management of The Alaska Railroad may designate a passenger uniform to be worn by such employees as may be specified at all times while such employees are on duty, and such uniform may be subject to change from time to time as required by the Carrier, but for the present, at least consists of the following:

1. A uniform consists of cap, with appropriate insignia, coat, and trousers.
2. A white shirt with black four-in-hand tie.
3. Black shoes.

(b) The employees will assume and pay the entire cost of shirts, neckties, and shoes as specified by the Carrier to be worn with such uniform.

(c) The Carrier will supply free of charge such insignia as may be required of the employees for wear upon such uniforms.

(d) When it is considered necessary by the office of the Carrier charged with such responsibility for an employee subject to this agree-

ment to procure a new uniform, an order therefor will be furnished by the Carrier upon a clothier designated by the Carrier. The Carrier will assume and pay a sum equal to fifty (50) per cent of the cost of each such uniform consisting of cap, coat, and trousers (two pairs if desired) and the employee will assume and pay the balance of the cost of each suit where obtained through the designated clothier. In the event an employee desires to obtain his uniform through sources other than the clothier designated by the Carrier, it will be permissible for him to do so provided that such uniform meets the specifications prescribed by the Carrier, and in such instances the Carrier will likewise assume fifty (50) per cent of the cost, but not to exceed fifty (50) per cent of what the cost would be if secured through the designated clothier, upon presentation of receipted bill.

(e) The employees agree to keep their uniforms properly cleaned and neatly pressed at all times at their own expense, except the Carrier will pay for the cleaning of the head brakeman's uniform when assigned to mixed service and uniform is soiled on account of being required to perform such brakeman duties as reorassing, chaining crawbars, taking down brake rigging, etc. Paid receipt for the cleaning of the uniform to be submitted to the Transportation Branch, showing date and train number.

(f) It is agreed that in cases where a uniform or any portion thereof is lost, stolen, damaged, or destroyed as a result of carelessness on the part of the employee, the employee will repair such damage or replace such uniform at his own expense.

(g) It is agreed that an employee whose uniform is secured under the terms of this

agreement, and subsequently voluntarily dis-qualifies himself or declines to accept passenger service within a period of one (1) year from days such uniform is received, will thereupon refund to the Railroad the amount it paid toward the cost of such uniform. This may be done by payroll deduction.

(h) Employees securing uniforms under this rule and who leave the service for any reason in less than twelve (12) months from date of purchase will be required to refund to the Railroad one-twelfth (1/12) of the Railroad's portion for each month or fraction thereof, of service less than one (1) year.

#### Holidays

Trainmen and Enginemen, except extra board men, shall receive one basic day's pay (holiday premium pay) at the rate of the class and craft or service assigned for each of the following enumerated holidays, in addition to the earnings for the work performed:

New Year's Day, January 1  
Washington's Birthday, Third Monday in February  
Memorial Day, Last Monday in May  
Independence Day, July 4  
Labor Day, First Monday in September  
Columbus Day, Second Monday in October  
Veteran's Day, November 11  
Thanksgiving Day, Fourth Thursday in November  
Christmas Day, December 25

Men called from the extra board to protect a regular assigned vacancy will be entitled to holiday premium pay in accordance with the assignment of the regular crew, or, when called for and perform work on the calendar day of the holiday.

Only one basic day's pay shall be paid for each holiday irrespective of the number of shifts worked.

Men subject to holiday premium pay will be notified prior to end of shift of last work day before the holiday if they are not to work. If not notified, they will report for work and will be paid according to this rule. When necessary to work yard crews' on holidays at yards where crews' tours of duty lap over, crews starting work at 2:00 a.m., 4:00 p.m., and midnight will first be required to work.

Dual Pay System  
Rule 1(a). Rates of Pay

Rates of pay for all service will be as shown in wage schedule. Effective July 1, 1969, the minimum daily earnings from all sources, for each calendar day, to which service payments are credited to employees serving all classes of service, shall be as follows:

On any day an employee works, or is called for service with entitlement to a day's pay, payment for the calendar day shall not be less than the Daily Earnings Minima as shown in wage schedule. The combined earnings of the calendar day including all arbitraries, miles and/or time earned for service during the calendar day are to apply against the Daily Earnings Minima.

Rule 1(b)

For road service employees in assigned service, who do not lay off, the weekly pay shall not be less than 48 times the applicable straight time rate per hour (mileage rate times 12-1/2). Weekly pay shall be computed for weeks beginning 12:00 a.m. Sunday and ending Saturday

at midnight, except that in the starting week of the assignment the guarantee will be the remaining assigned days in that week times 100 miles.

Rule 1(c) Multiple Unit Pay (Revision)

It is agreed that for pay purposes all units presently in service on The Alaska Railroad weigh between 250,000 and 300,000 lbs.

Enginemen will be paid according to the number of locomotive units operated in their train. Authorized rates establish one unit operation, which shall be extended \$1.38 for each additional unit in road service or yard service when used for motive power. The basic rate of pay will be for the maximum number of units operated during the day or trip. Passenger hear and power cars when used in passenger trains will be considered additional units.

Engines handled dead in tow (not used as motive power of train) will be the responsibility of the Engineer. He will be paid an additional one dollar thirty-eight cents (\$1.38) per unit for each such unit per one hundred (100) miles.

Rule 1(d) (deleted)

Rule 1(e) Train Length Pay

Road freight conductors and trainmen will be paid according to the maximum number of cars (including caboose) handled in road movement at any one time on road trip anywhere between in-

initial starting point and point of final release. The basic daily rate of pay for cars hauled will be as shown in The Alaska Railroad wage schedule covering trainmen and engineers and will become part of this agreement.

Rule 1(f) Local Freight Service

Rate of pay for local freight service will be established at the freight service rate plus 7.5 %.

Rule 2(a) Basic Day

In all classes of service one hundred (100) miles or less, eight (8) hours or less, (straightaway or turn-around), shall constitute a day's work. Miles in excess of one hundred miles will be paid for at the mileage rates provided.

Rule 2(b) Overtime

Computation of dual service overtime will be on a weekly basis, as follows:

When all work performed during work week is in yard service, hostling service or engine watching, overtime at the rate of 1 1/2 of the daily rate will be paid for those hours worked in excess of 40 hours.

When a work week results in both road and yard service, or in road service which results in miles on some days of the week and hours on others, the work week will be recanted and computed as follows:

1. The actual hours worked each day will be credited toward the week's total hours. This includes coachead when combined with work.

2. The actual miles run each day will be credited toward the week's total miles. On each day that actual miles run total less than one hundred (100) miles, or that service performed is all in yard service, or that annual or sick leave is taken, one hundred (100) miles will be credited toward week's total mileage.

Overtime at the rate of 3/16 of the daily rate will be paid for each hour worked, except passenger service which will be at 1/3 of the daily rate, in excess of the quotient of the weekly mileage total divided by 12-1/2, provided forty (40) hours or more have been worked during the week. On any day of the week worked, payment shall not be less than the straight time hourly rate times the number of hours worked, with a minimum of eight (8) hours.

Payment for overtime work as provided for under this rule will be at the rate for the class of service performed during the period of the week which overtime payments are due.

Computation of dual service overtime will not necessarily be computed on the basis of Section 23 of the Act of March, 29, 1934, but may be computed as an arbitrary on a daily basis if such arbitrary produces the greater payment, in which case dual service overtime will be computed as follows:

On runs of one hundred (100) miles or less, overtime will begin at the expiration of eight (8) hours; on runs of over one hundred miles, overtime will begin when the

time on duty exceeds the miles run divided by twelve and one-half (12-1/2), all time to be computed daily. Overtime shall be paid for on the minute basis at an hourly rate of one-eighth (1/8) of the daily rate for passenger service and at an hourly rate of three-sixteenths (3/16) of the daily rate for all other classes of service.

Rule 3(a) Guarantee All Classes

Regularly assigned train and enginemen who do not lay off will be guaranteed not less than forty-eight (48) hours pay at straight time rates per calendar week, except trainmen and enginemen in yard service will be guaranteed not less than five (5) days per calendar week. On any of assignment day when employee is not used, except day or days of rest, he will be credited with not less than one hundred (100) miles or one (1) minimum day, and will be paid not less than the weekly minimum as provided in Rule 1, in addition to any compensation received under Rule 3(d). No assignment in road service will be for less than five (5) consecutive days or more than six (6) days. Yard assignments will be for five days.

Regularly assigned trainmen and enginemen in passenger and through freight service between Seward and Fairbanks will not be subject to the assignment portion of this rule. Regularly assigned trainmen and enginemen in mixed service between Anchorage and Fairbanks also will not be subject to the assignment portion of this rule. Such mixed trains will not handle more than twenty-five (25) freight cars, exclusive of cabooses, power cars, passenger and baggage cars. Power cars are limited to those furnishing power to cars in the train, otherwise the power car(s) shall be considered as one of the twenty-five

(25) freight cars. Such assignments may be assigned to tie up at Healy. Such trainmen and enginemen, assigned less than five (5) days, who do not lay off, will be guaranteed not less than six hundred (600) miles per calendar week and will be paid not less than one hundred (100) miles or one minimum day for each day not used as assigned.

Service in the Anchorage Yard, and/or branch line service (Jonesville, Whittier) may be combined with assignments under this rule, provided the general chairmen concur, and the total mileage does not exceed the trainmen's mileage limitation of nine hundred fifty (950) miles per week.

The following rules apply only to trainmen and enginemen in passenger and through freight service between Seward and Fairbanks, assigned less than five (5) days per week.

1. In the event the regularly assigned crew is assigned to make a turnaround and both the going and return trips are assigned to begin on the same calendar day, no additional payment will be made if circumstances require the return trip to be made on the day following the going trip. When the return trip is so delayed to the extent that it cannot begin on the day following the going trip, one hundred (100) miles will be paid the crew for each day not worked following the day the going trip was initiated until the return trip is made.
2. Miles in excess of one hundred (100) per subdivision or portion thereof will not be used to make up the weekly minimum guarantee on job in the category of passenger

and through freight service between Seward and Fairbanks; except, that in instances where mileage of subdivision exceeds two hundred (200) miles, or two (200) miles turnaround on turnaround runs on such subdivisions, miles in excess of two hundred (200) miles per subdivision or portion thereof will not be used to make up the weekly minimum guarantee of jobs in the category of passenger and through freight service between Seward and Fairbanks. Off days on these assignments will be given at the home terminal unless otherwise mutually agreed.

3. Men assigned to jobs in this category will not be used on days off when other men are available. When no other men are available and it is necessary to use men assigned to these jobs on their off days, it will first be determined that he can be returned to his job prior to the next assigned run. Extra men and/or yard men will be coupled over to protect yard work in preference to using men assigned to jobs in this category off their assignment.

4. Men assigned to positions in this category who are used on their days off, will be paid in accordance with Rule 15(c), and in any event not less than they would have earned during the period used off their assignment until their return to their regular assignment, except when used in extra passenger service originating in Anchorage involving the handling of military personnel and/or their dependents. When men are so used and are unable to fulfill their assignment, they will be compensated not less than they would have earned if they had remained on their assignment.

All earnings in such service off their assignment will be used to equal or offset the earnings they would have earned had they fulfilled their assignment. Such assignment in payment will be computed from the time so used off their assignment. Men so used will be called in order of reverse seniority, unless senior men have indicated they desire to work on off days. The ability to return to assignment without missing a trip shall govern, other factors being equal.

5. Rule 4(a) will apply when men are so used off their assignment in extra service.

6. Through freight crews assigned to run out of Healy to connect with another train and not called on day assigned due to late arrival of connection will be considered on duty for pay purpose at 11:59 p.m., and will be called later for connections and will be paid for all time from 11:59 p.m. to the time of call in addition to road trip, but not to exceed eight (8) hours. If called after the expiration of eight (8) hours, one hundred (100) miles under Rule 15 (c) will be paid in addition to miles run.

Example: Crew at Healy assigned to depart for Fairbanks on same day as arrival of connection from Anchorage. Train from Anchorage does not arrive at Healy until 2:00 a.m. following day. Crew at Healy would be placed on pay status at 11:59 p.m. on day of assigned departure but would be called for 2:00 a.m. the following day, with the time from 11:59 p.m. to the fol-

lowing 2:00 a.m. to be paid for in addition to road trip on an actual time basis.

Rule 3(b) Calendar Days and Minimum Days

Calendar days and minimum days paid for under Rule 3(a) will count as time on duty for purposes of computing overtime under Rule 2(b).

Rule 3(c) Extra Men Processing Vacancies

When a regularly assigned man lays off of his own accord, or is held out of service, the extra man will be subject to the same pay rules as the regular man had he remained on his assignment.

Rule 3(d) Used on Rest Day

Assigned road crews will not be required to work in excess of six (6) days per week and assigned yard crews five (5) days per week, except in the case of necessity. When used on rest day or days in any class of service they will be paid one hundred (100) miles in addition to miles run on rest day or days.

Rule 3(e) Home on Rest Day

Trainmen and enginemen in assigned service given their day of rest at intermediate points away from home will be permitted to go home, provided transportation is available in both directions. If instructed to remain at intermediate point, or outlying point, they will be paid a minimum of one (1) day for each day so held.

It is agreed under this rule that trainmen and enginemen will make request by wire prior to 12:00 noon for permission to come home for day or days of rest. Request will be granted or

denied not less than one (1) hour before departure time of last available train as shown in timetable schedule. Failure to reply shall be construed as being instructed to remain.

Instruction will be given by wire for crew's record. This will apply only to assigned work train service.

Rule 3(f) Firemen

1. All firemen listed on the January 1, 1964, seniority list, remaining in service without a break in service, will be designated as "protected employees."

2. No "protected employee" shall be furloughed or laid off because of any change in manning requirements of crew consist.

3. Management will submit a list of assignments on which firemen will be used and will be manned and designated as two-man assignments regardless of penalty or deadhead payments involved. This list may be reviewed on request by management or the organization for the purpose of adding or subtracting positions and revision, provided ten (10) days notice by either party is presented. All passenger assignments will be two-man jobs.

4. All assignments not designated as two-man assignments will be considered as one-man assignments and management will have the prerogative of operating them as either one-man or two man assignments, dependent entirely on the following factors:

a. The necessity of operating as a two-man assignment to provide employment for a "protected employee."

b. Temporary conditions justify the use of two men in the eyes of management.

Note: It is understood that a one-man job may have a fireman assigned to it because of either (a) or (b) above, but at any time it may be operated as a one-man job if the assigned fireman lays off for any reason.

5. No change will be made in the presently existing extra board rules.

6. All assignments will be made as per present rules and will designate the jobs as one-man or two-man jobs. The listing of two-man assignments is as follows:

a. All through mixed service job assignments as authorized in Rule 3(a).

b. Assigned through freight service between Annapolis and Healy.

Rule 4(a) Held Away from Home Terminal

Trainmen and engineers in all classes of unassigned and irregular service held at other than home terminal will be allowed continuous time for all time so held after the expiration of sixteen (16) hours from the time relieved from previous duty. If held sixteen (16) hours after expiration of the first twenty-four (24) hour period, they will be allowed continuous time for the next succeeding eight (8) hours or until the end of the twenty-four (24) hour period, and similarly for each twenty-four (24) hour period thereafter. Should a trainman or engineer be called for duty after pay begins, time will be computed continuously. It is the intention of this section to allow each member

of the crew eight (8) hours out of each twenty-four (24) hours so held. No double payments will be made under this rule. Time paid under this rule will not be counted as time on duty for the purpose of computing dual system overtime under Rule 2(b), except when time paid under this rule is the only compensation for that day. Such time will be treated as a calendar day.

Rule 4(b) Assigned Work Train Crews

Rule 4(a) will apply to all assigned work train crews on the regular working days of their assignment. This does not apply to assigned snow crews.

Rule 4(c) Home Terminal Assigned Work and Snow Crews

Anchorage shall be the home terminal for all assigned work trains and assigned snow crews.

Rule 4(d) Payment of Held Away from Home Terminal

Held-away-from-home-terminal time accruing in accordance with Section (a) of this rule cannot thereafter be reduced or run off. Payment of initial terminal switching will not be used to absorb held-away-from-home-terminal time under this rule.

Rule 5 Beginning and Ending of Day

In all classes of service trainmen and engine-men's time will commence at the time they are required to report for duty and will continue until the time the engine is placed on the designated track, or when they are relieved at terminal. It is agreed that this rule not be

applied to deny rest under the hours of service rule.

Rule 6(a) Passenger Service Terminal Switching Delays

Trainmen and enginemen in passenger service required to make up their own train or handle their train to depots will be paid for all time consumed.

Rule 6(b) Initial Delay

Passenger crews delayed for any cause in excess of thirty (30) minutes after time called to leave or after work is completed under Section (a) of this rule will be paid for all time held in excess of thirty (30) minutes.

Rule 6(c) Final Work

Trainmen and enginemen in passenger service required to do switching after arrival at final terminal will be paid for all time consumed. It is agreed that the following work only is permissible under this rule:

Putting heater cars to depot, freight house or roundhouse. Putting cars containing perishable freight or mail to freight house or depot. Turning or putting passenger equipment away.

Rule 6(d) Terminal Delay

Extra trainmen and enginemen in passenger service delayed for any cause in excess of fifteen (15) minutes after arrival of train at final terminal station will be paid for all such time delayed in excess of fifteen (15) minutes.

Extra passenger crews arriving at Curry or Healy on through passenger movements will be tied up on arrival and will be automatically on duty as of the tie-up time, except as otherwise instructed.

Trainmen and enginemen in assigned passenger service delayed for any cause in excess of fifteen (15) minutes after arrival of train at final terminal station will be paid for all such time delayed in excess of fifteen (15) minutes. This will only apply at final terminal as bulletined and assigned under Rule 11.

Assigned passenger crews arriving at Curry or Healy on through passenger movement will not be tied up on arrival and will not automatically be on duty as of tie-up time. This portion of Rule 6(d) does not apply to assigned crews unless Healy or Curry is designated as terminal under Rule 11(c).

Rule 6(e) How Paid

Initial and final terminal switching and delay will be paid for on the minute basis at an hourly rate of one-eighth (1/8) of the daily rate.

In computing road time, time on road will be computed from the time required to report for duty less time allowed for switching or delay.

Rule 6(f) Freight Service Initial Work or Delay

Trainmen and enginemen in freight and mixed service required to do switching, load livestock, etc., or when delayed for any cause before leaving initial terminal station will be

paid in addition to miles or hours made on road trips.

Rule 6(c) Initial Delay

When switching is not required and trains are delayed more than thirty (30) minutes from the time called to report until departure of train, all time in excess of thirty (30) minutes will be paid for in addition to miles or hours made on road trip.

Rule 6(h) Initial Switching and Delay

When initial switching is required, it is understood that crews will be paid in addition to miles or hours made on road trip from the time work is begun until completed and engine is coupled to train. When crews are further delayed, all time held in excess of thirty (30) minutes after engine is coupled to train will be paid for on the minute basis in addition to miles or hours made on road trip.

Rule 6(i) Initial Switching Freight and Mixed Crews

Freight and mixed crews, when required to perform initial switching, will be allowed actual time on a minute basis; if more than four (4) hours' service is performed, actual time will be allowed with a minimum of eight (8) hours. Actual time only will be used for computation of overtime under Rule 2(b).

Rule 6(l) Payment Initial Terminal Switching or Delay

In initial terminal switching or delay, time on the road will be computed from the time required to report for duty less time allowed for

switching or delay and will be paid on a minute basis at an hourly rate of one-eighth (1/8) of the daily rate. When overtime accrues, the allowance for switching or delay, or the overtime, whichever is the greater, will be paid in accordance with Rule 2(b).

Rule 6(k) Final Work and Delay

Trainmen and enginemen in freight or mixed service required to do switching, or delayed for any cause, after arrival at final terminal will be paid for all such time in addition to miles or hours made on the road trip. Final terminal service, except as provided for in paragraph (n) of this rule, shall be computed from the time the engine reaches the designated main track switch connecting with the yard track and paid for the full time at the end of the trip on a minute basis of one-eighth (1/8) of the daily rate per hour when no overtime accrues until the time of release.

Rule 6(l) How Paid

Initial delay, initial switching, terminal delay and terminal switching will be paid to crews on miles on a weekly basis but not to crews paid overtime on a weekly basis under Rule 2(b).

Rule 6(m) Final Work

In the final terminal switching for freight and mixed crews, the following work only is contemplated under above rules:

- Putting heater cars to depot, freight house, or roundhouse.
- Putting cars containing perishable freight or mail to freight house or depot.
- Putting passenger equipment away.

Setting out coal destined to Elmendorf Air Force Base and/or Fort Richardson at Whitney.

Rule 6(n) Terminal Switching Freight and Mixed Crews

Freight and mixed crews, when required to perform switching service other than specified above upon arrival at final terminal will be paid in accordance with paragraph (k) or (l) of this rule, with a minimum of two (2) hours at an hourly rate of one-eighth (1/8) of the daily rate in addition to the miles or hours on their road trip.

If more than two (2) hours and less than four (4) hours service is performed, actual time will be allowed. If more than four (4) hours service is performed, actual time will be allowed, with a minimum of eight (8) hours, at an hourly rate of one-eighth (1/8) of the daily rate.

When terminal switching is required under this paragraph, time will be computed from the time the engine reaches the designated track switch connection to the yard track and will continue until the engine is placed on the designated track or crews are relieved. Actual time only will be used in computation of overtime under Rule 2(b).

Rule 6(o) Preparatory Engine Time

Enginemen in all classes of service who are called in advance of the time trainmen are called for the purpose of preparing engines, or are required to work after the train crews are tied up, will be paid for all such time on a minute basis in addition to miles or hours made on the road trip.

When engine crew is called at the same time train crew is called and receive engine co-

livered on train, no allowance for preparatory time will be made.

Rule 6(p) Passenger Service Ticketing

Passenger conductors required to report at their initial terminal station for the handling of rail and/or sleeping car tickets one hour prior to the schedule leaving time will be paid for such time at the regular passenger conductor rates.

Head brakemen on passenger trains or mixed trains when required to assist the baggageman in handling mail, baggage, express or company green tags in section houses, depots, baggage rooms, etc., shall be paid passenger brakeman rate in passenger service and freight brakeman rate in mixed service, plus one and one-quarter (1-1/4) cents per mile in addition to miles or hours earned in service performed.

In order to provide a clear understanding of the intent and purpose of green tag shipments (company material tendered for movement on passenger or mixed service trains loaded to the baggage car) the following establishes the rights and restrictions of management within the scope of negotiated agreement.

The Transportation Officer or his designee will be responsible for control of green tag shipments. Green tagged company material will be recorded on baggage waybill.

1. Through movements of company material between Anchorage and Fairbanks may be handled without regard to conditions of Paragraph 2 of this agreement when contained in boxes provided, caged or placed in confined area of the baggage car specifically identified for this purpose. Such company material shall be placed

aboard and removed by other than trainmen and enginemen.

2. Company material tendered for green tag movements between initial and final terminal will be restricted to items of an urgent or emergency nature deemed necessary to sustain functional operating elements of the Railroad. Items of normal resupply will not be tendered for green tag shipment. Company material tendered for movement not authorized by the Transportation Officer or his designee will not be accepted nor handled without clearance from proper authority. Acceptance by train baggageman of company material when tendered for movement which has not been authorized by the Transportation Officer or his designee will not subject the carrier to penalty claims submitted under Rule 7(a).

Rule 6(c) Computation Delay or Switching Time

Delayed time or switching time will be computed from the end of preparatory time.

Rule 6(r) Rules Applicable

Final tie-up time of trainmen and enginemen in passenger service will be as per paragraph (c) or (d); for freight or mixed service as per paragraph (x) and (1), or (a); for work, yard and snow service, final tie-up time when engine reaches the designated track and crews are relieved from duty.

Rule 6(s) Preparatory or Final Time Limitation

On runs of less than one hundred (100) miles or service less than eight (8) hours, no preparatory time or final tie-up time will be allowed.

Rule 6(t) Initial and Terminal Work

If necessary to couple over or to back down and head out, such movement will not be considered switching. Putting caboose on train, or taking caboose off train, or putting on and taking off engine will not be considered switching.

Rule 6(u) Intermediate Work at Whittier

Road crews required to perform switching at Whittier will be paid actual time consumed, with a minimum of four (4) hours for such service, in addition to their road trip allowance and with no deduction therefrom. Actual time on duty will be used for computation of overtime under Rule 2(b).

Wying of engines and/or passenger equipment (including mixed train equipment) and the shoving of such equipment to cack or capot for the handling of passengers and the placing of mixed train equipment on train will not be considered switching under the above rule. Reversing of equipment will be considered switching under this rule. Switching exceptions outlined in the first paragraph of Rule 6(x) are also excepted under this rule.

Rule 6(v) Assigned Work and Snow Service Crews

Initial and final terminal delay and/or work rules do not apply to assigned work and snow crews. See Rules 22(a) and 23(a). Exception: Assigned work or snow crews used in road service will be paid at road rules. Also, see Rule 6(r).

Rule 6(w) Switching Performed by Assigned  
through Freight Crews

Assigned through freight crews when required to perform switching at the following points: Fairbanks, Healy, Anchorage and Seward, when such point constitutes a turning or intermediate point, will be allowed actual time on a minute basis; if more than four (4) hours service, actual time will be allowed with a minimum of eight (8) hours in addition to their earnings for the day or trip. Actual time only will be used for computation of overtime under Rule 2(b).

Rule 6(x) Revised - Road-Yard Movements

If necessary to double over or to back down and head out, such movement will not be considered switching. Putting caboose on train or taking caboose off train, or putting on or taking off engine, handling engine to and from train to ready track and engine house, including all units coupled and connected in multiple; and exchanging engine of its own train, will not be considered switching.

Road freight crews may be required at any point where yard crews are employed to do any of the following as part of the road trip, paid for as such without any additional compensation and without penalty payments to yard crews, hostlers, etc: one straight pickup at another location in the initial terminal (in addition to picking up train) and one straight setout at another location in the final terminal (in addition to yarding the train); one straight pickup and/or setout at each intermediate point between terminals; switch out defective cars from their own trains regardless of when discovered; handle engines to and from train to ready track and engine house including all units coupled to the

operating unit (units); pick up and set out cars of their trains from or to the minimum number of tracks which could hold the cars provided, however, that where it is necessary to use two or more tracks to hold the train, it is not required that any track be filled to capacity; and exchange engine of its own train.

NOTE: Rules or regulations not affected include, but are not limited to, initial and final terminal delay rules and conversion rules.

Rule 6(v) Coupling and Uncoupling Diesel Locomotive Units

Trainmen and Enginemen when required to setout or pickup an additional unit or units, when no mechanic is on duty to perform this service, will perform all service necessary to such setout or pickup. Trainmen and enginemen will be paid one (1) hour at the pro rata rate of the trip for performing this service at up to and including three separate points. If setouts or pickups are made at more than three points, an additional hour will be paid. Setting out or picking up multiple units is considered as one setout or pickup.

This payment is in addition to all other compensation for the trip. When the crew is paid under Rule 6(u) at Whittier, the actual time performing this service will be deducted from the switching time paid under Rule 6(u) in excess of the four (4) hour minimum when such switching time exceeds the four (4) hour minimum.

Rule 7(a) More Than One Class of Service in One Day

Assigned or extra crews or men being used in

more than one class of service (road, yard or work) will be paid not less than one minimum day in each class of service. The use of yard crews in road service will be restricted to bringing road crew into the terminal where the yard crew is employed provided there is no extra board available to make up a crew and no unassigned crew available, and the distance straightaway to the point where the road crew is located does not exceed twenty-five (25) miles and the trip is occasioned by engine failure on the train to be helped. Yard crews so used will be paid actual time from time they leave the yard until they return to the yard, with a minimum of four (4) hours in addition to the regular yard pay, and without deduction therefrom for the time consumed in said service.

Should an off-duty yard crew be used, they will be paid not less than a basic day under yard conditions.

#### Rule 7(b) Limitation

The above will not apply to men or crews used in more than one class of road service, such as freight, passenger, mixed.

Crews in work service may be used in snow service and vice versa without payment of additional pay, but work crews so used will be paid snow service rates for the day or trip.

Assigned or extra crews in passenger service will not be required to handle freight equipment, and if so used, will be paid for two classes of service under Rule 7(a). Except assigned crews in passenger service between Anchorage and Fairbanks may handle three (3) tour buses when such buses are used in connection with revenue passengers carried aboard such

trains and may be handled on the number of flat cars required to handle three buses without payment of two classes of service. Crew will be paid at the freight rate of pay for such handling.

Rule 7(c) Classes of Service--Exception

Crews called for road service and performing initial terminal switching prior to the departure from initial terminal, or final terminal switching after arrival at final terminal, will not be considered as having performed two classes of service, and will be compensated in accordance with road rules and Rule 6, Terminal Switching.

Freight crews (road or mixed) switching or delayed at Portage for any reason will be paid, exclusive of eating time and coal and water time on steam power, for all time in excess of thirty (30) minutes in addition to and without deduction therefrom of their road trip allowance.

Rule 7(d) Work Train Service--Exception

Road crews required to distribute ties, rails, angle iron, spikes, or required to dump gravel, rock or cinders between terminals, will be paid for actual time engaged in such work, with a minimum of one (1) hour in addition to all other allowances for the trip or day's work. Provided, however, that company material billed to and unloaded or set out at stations enroute will not be regarded as distributed.

Road crews when required to re-rail cars or engines will be paid for actual time engaged in such work, with a minimum of two (2) hours, in addition to all other allowances for the trip or day's work. Yard crews or crews being paid un-

der Rule 6 (u) will not be paid additional payment for the re-railment of cars or engines.

Yard crews required to dump cinders, gravel or rock for commercial purposes will be paid for actual time engaged in such work with a minimum of one (1) hour in addition to all other allowances, and without deduction therefrom, for that day. Gravel so dumped, if used in track construction, maintenance or repair, will be considered work train service and Rule 7(a) will apply. This rule also applies at terminals where yard crews are not employed.

Crews assigned or called in designated Commercial Work Train Service for the purpose of handling revenue producing loads of rock, sand, gravel, cinders, aggregate of any kind or refuse may be operated under existing work train rules with regard to picking up and/or setting out at one or more locations within the limits of the assignment. Crews in this service may be operated into and through terminals without regard to automatic release provisions of the Agreement and may handle train in any direction during each trip or succession of trips as may be necessary to perform the loading, unloading, spotting and movement of equipment used in this service within the limits of the assignment. Crews assigned or called in Commercial Work Train Service will be guaranteed not less than eleven (11) hours per day of assignment or call, regardless of whether or not actual service is performed, time to be computed on a miles or hours basis. It is not intended nor contemplated that crews assigned or called in this service will be required to perform other services; however, should other services be performed, all rules with regard to two classes of service and payment thereof will apply.

Yard crews required to dump cars handled in consist of designated commercial work train will be allowed a maximum of three (3) hours pay, regardless of total time required to perform such work, this payment to be in addition to other earnings for that day.

Rule 7(e) Highest Rate Paid

Trainmen or enginemen performing service in more than one occupation in a day or trip will be paid for the entire service at the highest rate applicable. Assigned yard men used in road service when extra men are not available will be paid mileage and overtime at yard rates, and in any event will be paid not less than they would have earned on their assignment.

This rule will not apply when assigned yard brakemen holding conductor's seniority are used under Rule 9(c)-14. Such men used under Rule 9(c)-14 will be paid the rate applying to the class of service in which used.

Rule 7(f) Payment Local Freight Rate. Through or Irregular Freight Crews

Crew on through or irregular freight service required to load or unload freight at more than two points enroute or pick up or set out or do station switching or rebrass hot boxes at three or more points enroute (between initial and final terminal), or when the time actually consumed in picking up and/or setting off and/or station switching and/or rebrassing hot boxes exceeds one hour and thirty minutes in the aggregate for the entire trip during any one trip or tour of duty will be paid local freight rates for the entire service performed. If payment is claimed under other rules, such as Rule 6(u), etc., for work or time, such station

work or time will not be considered under this rule. Rebrassing a hot box shall constitute one "unit" if performed in train. If performed on set out car, subsequent pick up will constitute an additional unit of work.

The following shall not be considered picking up and/or setting off cars for the purpose of this rule:

- (1) Setting out or picking up of train according to Rule 6(x), handling cabooses or wying engines at turning point.
- (2) Picking up cars at first point or setting off cars at last point at which cars are picked up or set off, respectively, within the initial or final terminal.
- (3) Setting out defective car except setting out of cars with hot boxes.
- (4) Doubling hills.
- (5) Setting out or picking up cars (but not setting out or picking up at the same point) for the purpose of adjusting tonnage for established engine ratings.

This rule will not be used to abolish presently assigned local crews. Union committee will have the right to request consideration be given to assignment of other local crews when excessive payments are made under this rule for the loading and unloading of freight. Payment under this conversion rule will not be considered as used off assignment or performing two classes of service for payment under Rule 15(c). Payment under this rule will not be considered for leave purposes.

Rule 7(c) Switching Between Sour and Siding

Road crews when required to set out or pick up cars which cannot be set out or picked up in the usual manner, due to one of the tracks being a spur or a track which cannot for some reason be switched from both ends, shall be paid, for each movement, miles or hours, whichever is the greater for all time consumed, with a minimum of one (1) hour, in addition to miles or hours earned on road trip.

Exceptions:

(a) Movement conducted entirely within yard limits.

(b) When the distance from the near siding switch and the sour or other track switch is less than one-half (1/2) mile.

Rule 8 Book Rest

Trainmen and enginemen who have been working long hours for a succession of trips and on arrival at terminal register request longer periods of rest than eight hours will be granted such request except in emergency cases. Men will not be required to go out when they need rest. Rest in excess of twelve (12) hours will not be granted. When rest in excess of legal period is requested and such request results in the call time falling after midnight, no claim may be made for the lost calendar day.

A succession of trips under this rule is interpreted to mean two or more trips of twelve (12) hours or more, providing crews are called on rest on succeeding trips. In such event, they will be granted ten (10) hours if requested.

Rule 9(a)-1 Handling Extra Boards and Extra Men

Separate extra boards for engineers, firemen, conductors, and brakemen will be maintained at Anchorage.

Rule 9(a)-2 Conductors' Extra Board - Anchorage

There will be established at Anchorage, a Rotary Conductors' extra board of five men who will be paid not less than 700 miles per week at freight service rate (all miles earned to apply against guarantee including arbitraries, straight time and overtime, hours to be converted to equivalent miles of pay), time to be computed on a weekly basis, provided they do not lay off or otherwise miss time. The difference in miles earned and 700 miles will be paid at freight service rate. Time so lost will be deducted at the rate of one hundred (100) miles for each day laid off except that, when such man has performed service entirely within the calendar day in question and such lay off is because of sickness or is not later than 3:30 p.m., no deduction will be made for such layoff. Deductions will be made for missing a call or laying off on call for any reason. In the event guarantee payments exceed 700 miles per week, one conductor for each 700 miles paid may be reduced from the board. Conductors' rotating extra board will be considered a regular assignment and will be governed by seniority rules covering regular assigned jobs. In the event a vacancy occurs on this board and no bids are received, the youngest conductor working as brakeman or baggage man on brakeman's extra board will be assigned. These jobs will be 7-day assignments with no rest day. Men bidding on these jobs must be qualified baggagemen and have passenger

uniforms. Rule 3(d) will not apply to jobs established under this rule.

Rule 9(a)-3 Conductors' Extra Board - Fairbanks

There will be established at Fairbanks an extra board consisting of three qualified conductors for relief purposes for trainmen whose home terminal is designated as Fairbanks or Healy. Conductors assigned under this rule may be used as brakemen or baggagemen if conditions require. This board will be regulated in accordance with Rule 9(a)-2. This conductors' extra board at Fairbanks will be considered a regular assignment covering regular assigned jobs. Men bidding on these jobs must be qualified baggagemen and have passenger uniforms.

Rule 9(a)-4 Conductors' Extra Board - Seward

One qualified conductor will be maintained at Seward for relief purposes for trainmen whose home terminal is designated as Seward. Conductor assigned under this rule may be used as brakeman or baggageman if conditions require. This board will be regulated in accordance with Rule 9(a)-2. This conductors' extra board will be considered a regular assignment and men bidding on this job must be qualified baggagemen and may be required to have passenger uniforms. This rule will only apply when there are more than two crews assigned with home terminal Seward.

Rule 9(a)-5 Engineers' Extra Board - Anchorage

There will be established at Anchorage an Engineers' Rotary extra board of five men who will be paid not less than 700 miles per week at

freight service rate (all miles earned to apply against guarantee including arbitraries, straight time and overtime, hours to be converted to equivalent miles of pay, except wait on drivers), time to be computed on a weekly basis, provided they do not lay off or otherwise miss time. The difference in miles earned and 700 miles will be paid at freight service rate. Time so lost will be deducted at the rate of one hundred miles (100) miles for each day laid off except that, when such lay off is because of sickness or is not later than 3:30 p.m., no deduction will be made for such layoff. Deductions will be made for missing a call or laying off on call for any reasons. In the event guarantee payments exceed 700 miles per week, one engineer for each 700 miles paid may be reduced. Engineers' board will be considered a regular assignment and will be governed by seniority rules covering regular assignments. In the event a vacancy occurs on the Engineers' board and no bids are received, the youngest engineer working as fireman will be assigned. These jobs will be 7-day assignments with no rest day. No bidding on these jobs must be qualified firemen. Rule 3(d) will not apply to jobs established under this rule. (Engineers on engineers' extra board who are not qualified for passenger service, rotary service and branch service on the Jonesville branch will be runaround and will retain their position on the board. Rule 9(d) "Runarounds" will not apply.)

Engineers will be required to qualify themselves for all classes of motive power covered by these rules and there will be no expense to the railroad by reason thereof.

Hired engineers with six (6) months' experience in road or road work service on this railroad

MEMORANDUM OF UNDERSTANDING  
Between  
THE ALASKA RAILROAD  
And  
UNITED TRANSPORTATION UNION

The parties signatory hereto mutually agree in a joint cooperative effort to provide an opportunity for those Engineers not yet qualified between Portage and Seward.

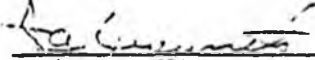
This Agreement is predicated on future increases in volume of traffic between Anchorage and Seward and our infrequent service to Seward currently providing restricted opportunity to qualify Engineers between Portage and Seward.

1. On Assignments of which an Engineer is called to make qualifying trips between Anchorage and Seward, the Engineer of that crew will be entitled to the W/D Fireman rate of pay and the calling of the second Engineer to qualify will not affect the regular assigned or qualified Engineer's rate of pay.
2. As available, Engineers (not qualified) will be called from the board or used off their regular assigned positions to qualify as Engineers between Anchorage and Seward. Engineers called from the board will be called in respect to seniority to qualify without respect to positions on the board. Rule 9(d), Runaround, will not be applicable.
3. Engineers used off regular assigned positions to qualify will not be called or used on days of rest or layover day unless the individual employee requests or concurs in making a qualifying trip on his day or days of rest. Employees used on off days or off regular assigned position, Rule 3(d) and 13(c), will not be applicable.
4. Engineers making qualifying trips will be paid the rate of Engineer operating with Fireman.
5. For regularly assigned Engineers making qualifying trips, compensation for said trip will not be less than miles run or an amount equal to the individual's regular assignment, had he worked his regular assignment, whichever is greater.
6. Differences or disputes regarding the application or interpretation of this document will be resolved through joint discussion and consultation between the parties. It is further understood that this Memorandum of Understanding may be cancelled upon thirty (30) calendar days written notice by either party.

FOR THE ORGANIZATION:

FOR THE ALASKA RAILROAD:

  
Michael W. Olson  
United Transportation Union

  
J. A. Newport  
Acting Supt. of Transportation

7 24 82  
Date

are eligible for passenger service. Engineers having 300 calendar days firing or running in road service from the date of promotion will be eligible to qualify with the Road Foreman of Engines for passenger or Jonesville branch service.

Rule 9(a)-6 Firemen's and Brakemen's Extra Board - Anchorage

There will be established at Anchorage separate rotating extra boards for firemen and brakemen. Men on these boards will be guaranteed 700 miles at freight service rates per week, (all miles earned to apply against guarantee including arbitraries, straight time and overtime hours to be converted to equivalent miles of pay, except weight on drivers) provided they do not lay off or otherwise miss time. (The difference in miles earned and 700 miles will be paid at freight service rates.) Time or lost will be deducted at the rate of one hundred (100) miles for each day laid off except that, when such man has performed service entirely within the calendar day in question and such layoff is because of sickness or is not later than 3:30 p.m., no deduction will be made for such layoff. Deductions will be made for missing a call or laying off on call for any reason. Men on these boards will be considered as regularly assigned; but will not prevent youngest man on the board from being force assigned.

Men on this board will be subject to call seven (7) days per week with no rest day. Rule 3(d) will not apply to jobs established under this rule. The management will control sole right to regulate these boards and the regulation will be made as soon as possible following the close of the calendar week.

No protected fireman will be separated from the service provided one-man crews are operating with one man except protected fireman may be separated from the service, even though one-man crews are operating with one man, if the protected fireman refuses to exercise seniority rights over a non-protected employee holding an assignment at the time force reductions are made.

All other extra boards are revised accordingly.

All extra boards will be regulated only at weekly intervals except firemen and brakemen may be added before the end of the week and will be guaranteed pro rata the balance of the pay period and will be retained on the board the succeeding pay period.

Rule 9(a)-7 Computation Calls

In the event promoted men on firemen's or brakemen's extra boards are used a total of five (5) or more calls a week, in promoted status, one conductor or engineer will be added to conductors' and engineers' board respectively. It is understood that if a promoted man from non-promoted board is called and either worked or deadheaded to an outlying point, calls will be computed as follows:

Turnaround service - where time is computed continuously, one call will be credited.

Straightaway trip - to distant terminal - credit one call and from distant terminal - credit one call.

Snow - Work and Yard - if tied up away from extra board, each day so used - credit one call.

In the event management desires to increase conductors' or engineers' extra board, as per Rule 9(a)-9, they may take the oldest promoted available man from the firemen's or brakemen's extra board and use him temporarily, for the life of the bulletin, on the conductors' or engineers' board. When assignment is made and man assigned to conductors' or engineers' board is available to protect assignment, the brakeman or fireman so used will be returned to his respective board.

Rule 9(a)-8 Engineers' Extra Board - Seward and Fairbanks

At management's prerogative, an extra board may be established at Seward and Fairbanks of one (1) engineer at each point for relief purposes, who will be paid in accordance with Rule 9(a)-5. When conditions require a reduction in force, the positions will be abolished in preference to the assigned engineer-hostler or assigned terminal hostler. These boards will be considered regular assignments and will be governed by seniority rules governing regular assignments. Men assigned to these jobs will be fully qualified in all services.

Rule 9(a)-9 Board Regulation

All extra boards shall be regulated by management by 12:01 a.m. Monday following the close of the prior week.

Rule 9(a)-10 Extra Board Assigned Conductors and Engineers

Men assigned to conductors' or engineers' extra boards will be paid conductors' or engineers' rate if used at a lower rate of pay.

Rule 9(b)-1 Rotary Board Rules

All extra train and enginemen are required to register their mileage and hours on duty at the completion of each trip in a book provided for that purpose in the Anchorage Yard Office, Fairbanks Yard Office, and Seward Yard Office. Extra men working or coacheading into terminal where book of registration is maintained are required to register mileage and hours on duty within one (1) hour after tie-up. Men failing to comply will be held off from respective board for a period of 24 hours from the time actual registration is made, time so held off to be deducted from the weekly guarantee. Each trainman and engineman will be responsible for registering at the completion of his trip.

Rule 9(b)-2

Extra train and enginemen at outlying points, where no book of registration is maintained, must wire or telephone Anchorage Crew Dispatcher total mileage and hours on duty for the week after the completion of last service rendered each Saturday. Failure to do so will subject employee to disciplinary action, and will void guarantee provisions for that pay period.

Rule 9(c)-1

Trainmen and enginemen bumping on conductors' or engineers' extra board will displace the youngest man and will stand last out on the extra board.

Rule 9(c)-2

When it is necessary to run a work train or

snow fleet on their day or days of rest, preference will be given to the regular crew, except at Anchorage where extra boards are maintained.

Regular crew will be used out of Anchorage on rest day or days if the call is to an outlying point where crew is to be tied up to continue assignment the following week.

Rule 9(c)-3

Engineer-hostler at outlying terminals, where no extra board is maintained, will be called for extra work originating at their home terminal unless a regular assigned crew has been called as a unit to perform service.

Rule 9(c)-4

When two or more jobs are called at the same time, calls will be determined on the following basis: (1) Deadead; (2) Freight; (3) Passenger; (4) Work or Snow Service; (5) Yard; (6) Hostling.

Rule 9(c)-5

When a live diesel unit, not coupled in tandem, is passengered, a fireman or an engineer will be called.

Rule 9(c)-6

Trainmen and enginemen assigned or working off an extra board roster will be called in such order as to protect their respective board first. When it becomes necessary to call an engineer or conductor from the board for a firing or traking job, the man first out on his respective board will be called. When necessary to call a promoted engineer or conductor from

fireman's or brakeman's extra board, the promoted man first out will be called.

Extra Crew Called in Road or Yard Service

Example #1 Order of Call: Conductors' and Engineers' extra board are both exhausted.

Brakeman's Extra Board

First out called as brakeman #1  
Second out called as brakeman #2  
Promoted man first out on the remaining roster will be called as conductor.

Fireman's Extra Board

First out called as fireman (if called - for illustration of example)  
Promoted man first out on the remaining roster will be called as engineer.

Example #4 Order of Call: Brakeman's and Fireman's extra board are both exhausted.

Conductor's Extra Board

Conductor first out called as conductor.  
Conductor second out called as brakeman #1  
Conductor third out called as brakeman #2.

Engineer's Extra Board

Engineer first out called as engineer.  
Engineer second out called as fireman (if called - for illustration of example)

Rule 9(c)-7

Rule 26 will apply when hostlers are used in road service.

Rule 9(c)-9

Trainmen and engineers who have been laying off and mark up for duty on the extra board will not be used ahead of men who are on rest or whose rest is up prior to a call being placed. This also applies to extra men deadheading into Anchorage, or any other point where an extra board is maintained, and marking up on the extra board, provided they have received a basic day's pay for the calendar day involved.

Example: A man deadheads to Anchorage from Healy, departing Healy at 1:00 a.m. and arriving Anchorage at 8:00 a.m. In this case, he will have received eight (8) hours' pay for the deadhead for the calendar day and upon working up will not be used ahead in turn. Men displaced who lose pay as a result, will be paid for the workweek which includes the day or days of time lost under Rule 11(j).

Rule 9(c)-10

New assignments not already protected by regularly assigned men will be protected by men off the respective extra boards and no regularly assigned men will be protecting such assignment. Assignments made to avert separation of protected employees need not be covered by men off the firemen's extra board.

Rule 9(c)-11

All brakemen now in service and who subject themselves to extra board service must be qualified baggagemen. All newly hired brakemen must qualify themselves as baggagemen prior to marking up on extra board. Brakemen must obtain a passenger uniform within sixty (60) days from date of hire.

All brakemen must obtain the required passenger uniform before bids will be accepted on assignments which require such uniform, and in the event brakemen with less than sixty (60) days' service are force assigned to passenger assignments, such assignment shall be made in seniority order and an appropriate passenger uniform must be obtained immediately.

Rule 9(c)-12 Conductors' or Engineers' Extra Board Exhausted

When the conductors' or engineers' extra board is exhausted, the brakeman or fireman on the brakemen's or firemen's extra board holding conductor's or engineer's seniority who is first out and rested at the time of the call will be used.

Rule 9(c)-13 Hoop Book

When all extra boards are exhausted of qualified men, assigned men who have indicated their desire for extra work will be used. These men will register with the Chief Crew Dispatcher or with the Yardmaster, at outlying points. The senior man will be used according to their seniority which they are exercising on their regular assignment, provided the senior man who can be returned to his assignment without undue penalty payment will be called. Men so registered will be considered permanently registered until withdrawn in writing. If such men wish to be temporarily laid off, they must give Crew Dispatcher or Yardmaster forty-eight (48) hours notice prior to rest days. Men who lay off on call will be removed from register and not allowed to register again for ninety (90) days. Example: When a conductor is needed, the oldest registered man, holding conductor's seniority,

who is exercising his conductor seniority on a regular assignment will be called.

At Anchorage, enginemen called under this rule will be called from Enginemen's Rotary Hog Book.

Men will be called in turn and when so used will advance to the bottom of the rotary hog book. Men not called and bypassed by qualifications, ability to return to regular assignment, rest or other restrictive requirements shall retain their positions until used.

a. Assigned hostlers and enginemen assigned on assignments involving only yard work who have indicated their desire for such work will be considered for all enginemen or fireman vacancies under this rule in preference to incumbents registered and assigned other classes of service or mixed yard-road assignments.

b. Yard engineers assigned only yard work will have preference for engineer vacancies only.

Where the word "hostler" is used in this rule, it includes engineer hostlers, terminal hostlers, and hostler helpers.

Rule 9(c)-14 Use of Promoted Men off a Firing or Braking Assignment

In the event all extra boards are exhausted of qualified men and no qualified men are available in Hog Book, and an engineer or conductor is needed, the youngest qualified man holding a brakeman or fireman's assignment which ties up in Anchorage each night will be called except that such man will not be called on his day of

rest if other qualified men in the same category are available, and when not called, Rule 9(d) "Runaround" will not apply. When used on their day of rest, Rule 3(d) will apply. Men used off assignment under this rule will be compensated for 8 hours at brakeman's or fireman's rate for each calendar day held waiting for his regular assignment.

Rule 9(c)-15 Use of Men Within Same Grade

If all extra boards are exhausted and no qualified men are available in Hog Sook and it is necessary to use a man off his assignment in same grade (i.e. engineer used as engineer), the senior man who can be returned to his assignment without undue penalty payment will be called. This rule includes hostlers and hostler helpers.

Rule 9(c)-16 Use of Men Assigned Jobs Under Rule 3(a)

The use of men assigned to jobs in category of Rule 3(a) will be as outlined in Rule 3(a) of agreement.

Rule 9(d) Runarounds

Extra men not called in turn will be credited with four (4) hours if used within twelve (12) hours from time of runaround. If not used within twelve (12) hours from time of runaround, they will be credited with eight (8) hours, provided, however, that on any crew, regular or extra, not more than one brakeman with less than ninety (90) days' experience as a brakeman or switchman on this or any other railroad operated under standard rules will be called, if other qualified extra men are available and no runaround payment shall accrue to such extra men. In the event there is one vacancy on a regular assignment and extra man first out is not qualified under this rule, extra man will be called in turn and regular man called as flagman. No firemen with less than six (6) months' experience on this or any other railroad operating under standard rules will be called for passenger service. No runaround shall accrue, but man runaround will retain position on board. Firemen with six (6) months or more experience must qualify with the proper official before becoming eligible for passenger service.

Regularly assigned men not called in proper turn under Rule 9(c) will be paid four (4) hours only as a runaround.

Rule 9(e) Missing Calls - Layoffs

Extra men, either train or enginemen, laying off of their own accord, or extra men missing a proper call will be held off extra board for twenty-four (24) hours from time call is missed, or time of lay-off and will not be used for twenty-four (24) hours if other extra men are available. Extra men who lay off of their own accord, or miss call at time of call for any

reason, will be held off board for twenty-four (24) hours and will, upon returning to board, be required to go to point of previous call and return on their own time, if the call was to deadead to an outlying point and extra man is still fulfilling this position. Time laid off under this rule will be deducted from weekly guarantee.

Engineers and firemen who miss a call from the board at Anchorage will be held off their respective boards until both engineers' and firemen's boards are exhausted of qualified men. The only exception will be if there are no qualified men available on either board. Firemen used as engineers, as outlined here, will not be computed as calls under Rule 9(a)-7.

Rule 9(f) Outside Points - Limitation

Extra men sent to points outside Anchorage to fill a job or vacancy may be held to fill not more than one (1) additional job or vacancy Curry south to and including Seward; for jobs or vacancies originating north of Curry to and including Fairbanks, such extra men may be held to fill not more than two (2) additional vacancies. The held-away-from-home-terminal rule will apply between times tied up and time brought on duty when going from one job or vacancy to another. Additional reliefs as provided for herein are limited to the number permissible at the point where first used, and if deadeaded into Curry from the north to make a relief, the same is permissible provided it is the second since sent from the extra board.

This rule will be interpreted to apply so that the extra man first out on the extra board at the time another extra man is used in excess of the relief permissible, such extra man will be

paid the difference in earnings, if any, that he would have received had he been coacheaded in his proper turn, including coachead earnings, until such time the other extra man returns to the Anchorage extra board.

Rule 9(e) Day Ends at Anchorage

Extra trainmen and enginemen will not be run through Anchorage terminal when other extra qualified men are available. This will not apply to extra men filling an assigned position. Assigned hostlers at outside points permitted to perform extra service as enginemen out of their terminal, when handling an assigned position into Anchorage terminal, will be relieved by an extra man, except when run is known to be vacant for one round trip. When handling extra run into Anchorage terminal, they will return to their terminal on the same run brought in.

Rule 9(h) Management and Committee Regulate Boards

Except where otherwise provided herein, extra boards will be handled in accordance with agreed upon understanding between the superintendent and the committee of the organization having jurisdiction.

Rule 10(a) Made Up Crews, Irregular Service

Extra crews for use in all classes of irregular or unassigned service will be made up from the extra boards at Anchorage, and Anchorage will be the home terminal for such crews. Fairbanks, Healy, Curry, and Seward will be the distant or away-from-home terminals for irregular or unassigned crews, except that crews may be made up for yard, freight, mixed and passenger service, and initial call in wrecker service.

from extra and regularly assigned men at Healy and Fairbanks. Made up extra crews called at Healy or Fairbanks will be returned to point of call without penalty accruing to extra or regularly assigned men at Healy or Fairbanks. Such crews may be used between Fairbanks and Broad Pass without men from Anchorage boards accruing penalty; however, if such crews are used south of Broad Pass, an entire crew from Anchorage extra boards will be paid 100 miles. Men fulfilling vacancies on regular assignments may be used as far as the assignment requires. Rules 2(d) and 15(c) will apply to regular men used on such made up crews.

When service is required in Yard service on rest days at Seward, Whittier, and Healy, extra board men available at these points will be used. If additional men are required, men registered in the Hog Book will be used in accordance with Rule 9(c)-13 with no penalty from the Anchorage extra board.

All passenger enginemen assignments will be two-man jobs and the use of firemen on extra crews will not be required, except on passenger crews.

Rule 10(b) First In - First Out

Train crews in irregular or unassigned road service will be run first in-first out in the same class of service (freight, work train, snow services, helper or pilot service, and passenger services), tie-up time from last service and on-duty time of next service to govern.

Example: Helper Service-Pilot. Assigned pilot is rested and available at Curry. Two extra conductors are also rested and available at Curry.

MEMORANDUM OF UNDERSTANDING  
Between  
THE ALASKA RAILROAD  
And  
UNITED TRANSPORTATION UNION

The parties signatory hereto have met and mutually agreed on the following joint cooperative effort to improve and enhance the efficiency of the Service in respect to bulletining of assignments.

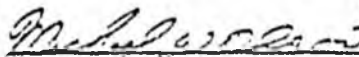
Changes on Rule 11(a) are hereby agreed as follows:

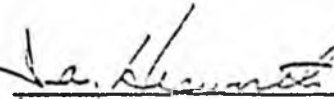
All passenger, freight, mixed, work, snow, rotary, yard, helper, and pilot service jobs using the main line for three (3) consecutive days or called for service three (3) consecutive days will be bulletined. All job assignments and vacancies in assigned service will be bulletined for three (3) days. Claims for runs or jobs will be addressed to the Chief Crew Dispatcher in writing or wire and must reach such office by 3:00 a.m. on the fourth (4th) day. Assignments will be made on the fourth (4th) day effective at 7:00 a.m. Successful applicants, if available, will be notified as soon as possible on the day assignment is made. If successful applicant is held over on assignment more than five (5) calendar days following date of assignment through no fault of his own, he will be allowed difference in earnings any, after the fifth (5th) day.

Differences or disputes regarding the application or interpretation of this document will be resolved through joint discussion and consultation between the parties. It is further understood that this Memorandum of Understanding may be cancelled upon thirty (30) calendar days written notice by either party.

FOR THE ORGANIZATION:

FOR THE ALASKA RAILROAD:

  
Michael E. Olson  
United Transportation Union

  
J. A. Depouch  
Supc. of Transportation

5/18/22  
DATE

Question: Should assigned pilot be called in preference to extra man?

Answer: Yes. He is assigned to Pilot-Helper Service and not to any specific train or schedule.

Question: If extra man were used first under the above example, would assigned pilot have runaround due him?

Answer: Yes.

Rule 10(c) Runarounds Irregular or Unassigned Road Crews

Road crews in irregular or unassigned service not called in turn will be credited with four hours and stand first out for twelve (12) hours. If not used within twelve (12) hours from time runaround, they will be credited with eight (8) hours and stand last out.

Rule 11(a) Assigned Service - Bulletin of Runs

All passenger, freight, mixed, work, snow, rotary, yard, helper and pilot service using main line for five (5) consecutive days or its equivalent, not including Sundays or holidays where service not operated, will be bulletined for five (5) days. Existing vacancies in assigned service will be bulletined for three (3) days, except fireman vacancies on one-man jobs may be excluded from this portion of the rule. Claims to runs or jobs will be addressed to the proper designated department officials in writing or wire and must be in writing or wire and must be in such office by 7:00 a.m. on the fifth (5th) day. Assignments will be made on the

fifth (5th) day, except where such day is a Sunday or a holiday, in which case assignment will be made on the following day. Successful applicants, if available, will be notified on day assignment is made. If successful applicant is held off new assignment more than five (5) calendar days following date of assignment through no fault of his own, he will be allowed difference in earnings, if any, after the fifth (5th) day.

Examples: Difference in earnings if held more than five (5) days after date of assignments are made.

Question: When does the first day of difference in earnings start?

Answer: The sixth (6th) day after the assignment is made.

Question: Is the difference in earnings, if any, to be computed daily, or total time spread?

Answer: Total earnings over the time held as between two assignments.

Question: If a man is held for five (5) days after date assignment is made and released to go on his new assignment on the sixth (6th) day, will the time or days consumed in going to his new assignment be paid as time held off of his new assignment?

Answer: No, such time is the same as catch-up in the exercise of his seniority, the same as if he had not been held more than five (5) days.

In this rule and in other rules in this schedule, the terms noted below shall be interpreted as follows:

1. "Assigned service" shall be construed to mean service, whether road, yard, work, etc., to which crews are assigned by bulletin under the first paragraph of this rule, whether such service operates on a time table schedule or is operated as an extra train.

2. "Unassigned or irregular service" shall be construed to mean service, whether road, yard, work, etc., for which crews are made up off the extra board, whether such service operates on a time table schedule or is operated as an extra train.

3. "Regularly assigned man" or "assigned crews" shall be construed to mean a man or men assigned to jobs or runs other than the extra board.

4. "Extra man" or "extra board man" shall be construed to mean a man assigned to one of the extra boards.

Except at Fairbanks, if successful applicant is held off new assignment through no fault of his own, when extra board man is rested and available, he will be allowed the difference in earnings, if any, on the day assignment is made and each succeeding day so held until relieved to protect new assignment.

Rule 11(b) Revised - Consist of Bulletins

Bulletins for passenger, freight, mixed, yard, or combination of such runs will specify each day of service. When job on which a fireman is required (two-man job) is combined with a one-man job, the fireman of the two-man job will be retained with the assigned crew of the two-man job, except by mutual consent firemen may be assigned a combination of two-man jobs as agreed

upon by the General Chairman and representatives of the carriers.

Bulletins specifying road service, or changing existing service will show points between which assigned, whether straightaway or turnaround, number of trips and turning points, home and far terminals, days of the week assigned to work, and if assigned to operate carded trains, bulletin will specify the train numbers. All vacancies on existing assignments will be bulletined as soon as the vacancy is known to exist, and will be posted at all points where train or yard crews tie up. No assignment in any class of service except conductors and engineers' extra boards, and through freight and passenger as per Rule 3(a), will be for less than five (5) days nor more than six (6) days per week.

Rule 11(c) Assignment Limitation

No assignment for trainmen and enginemen will be made in excess of nine hundred and seventy-six (976) miles per week except that assignments made under exception to Rule 3(a) may be made to operate mileage generated by not more than five days per week or its equivalent on a biweekly basis.

Example: Rotating assignments four (4) days one week and six (6) days one week during a biweekly period.

Assignments made under this exception to the mileage limitation will be subject to review after 30 days and each subsequent 30-day period thereafter upon written request of the General Chairman.

It is mutually agreed, all other assignments will, to the extent possible, be scheduled to achieve the maximum mileage permissible under

this rule, consistent with sound management practices, efficient utilization of personnel and operational requirements of the Carrier.

Baggageman assignments in excess of mileage mentioned above may be made by mutual agreement between the committee and the carrier.

Rule 11(d) Rebulletin - Limitation

Any passenger, freight, mixed (yard) or regular runs except work service having been bulletined, the schedule of which is changed to an increase or decrease of twenty-five (25) miles or more, change of home terminals, or a change in the leaving or starting time of two (2) hours and thirty (30) minutes or more, or the changing of one class of service to another, will be classed as a new run and bulletined as per Rule 11(a).

When an existing assignment is abolished or re-bulletined as a change in assignment per Rule 11(d), men will be paid deadhead to the home terminal of the assignment upon which they next exercise their seniority, or to Anchorage, whichever is the lesser, amount of deadhead payment to be determined under Rule 19(a).

Rule 11(e) Layoff Vacates Assignment

When an assigned man lays off for any cause whatsoever for fourteen (14) days or more, his assignment will be immediately bulletined for seniority choice as a permanent vacancy. Trainmen and enginemen when returning to service under this rule will be privileged to exercise their seniority. Assignments vacant for less than fourteen (14) days will be fulfilled by trainmen or enginemen from their respective extra boards.

Rule 11(f) Protect During Life of Bulletin

When an assignment or run is changed, the assigned men then on the new run would continue on the run during the life of the bulletin covering the new run. Assigned men may be displaced by a senior man with a legal bump. The man bumping on the job then becomes the assigned man.

Rule 11(c) Give Up Job

A regularly assigned man, train or engineman, may relinquish his regular assignment or run to go on the firemen's or brakemen's extra board thirty (30) days after date of assignment, provided there is a man junior to him on the extra board. This application must be in writing to the proper designated official, after which the run or job will be bulletined for seniority per Rule 11(a) and such man will remain thereon until properly relieved. Men giving up assignment under this rule cannot displace another regularly assigned man and will be placed on the extra board as of the date relieved from assignment.

Brakemen and firemen who have been force assigned under provisions of Rule 11(k) and upon making request for relief through proper authority prior to thirty (30) days after date of assignment, may do so, however, no deceased allowance will be paid to the senior man if relieved within thirty (30) days after date of assignment. Junior brakemen or firemen marking up on the extra board will be immediately force assigned to relieve the senior man. Deceased allowance is payable to the most junior man who protects the assignment in excess of thirty (30) days.

Conductors and engineers who have been force assigned under provisions of Rule 11(k) may request relief by notice to proper authority

Anchorage, Alaska  
February 16, 1981

MEMORANDUM OF AGREEMENT  
between  
THE ALASKA RAILROAD  
THE UNITED TRANSPORTATION UNION REPRESENTING TRAINMEN AND ENGINEERS

It has been mutually agreed between the Alaska Railroad and the United Transportation Union that a regularly assigned trainman or engineman making request for relief prior to thirty (30) days after date of assignment as provided for in Rule 11 (g) paragraph 2, 3 and 4, the following interpretation and application will apply:

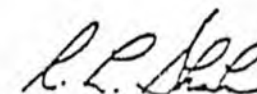
1. Trainmen and Enginemen who have been force assigned under provisions of Rule 11 (k) may request relief by notice to proper authority prior to thirty (30) days after date of assignment, when a junior employee marks up or a junior employee returns to duty status.
2. The position for which relief is requested will be bulletined in accordance with Rule 11 (a).
3. If no bids are received, the junior employee will be force assigned.
4. Trainmen or Enginemen requesting relief will protect assignment during life of bulletin and until properly relieved.
5. Deadhead allowance will be paid to the most junior employee who protects the assignment in excess of thirty (30) days.

FOR THE ALASKA RAILROAD



Robert W. Davison  
Supt. of Transportation

FOR THE UNITED TRANSPORTATION UNION



A. L. Shake  
General Chairman

ALPHABETICAL INDEX

| <u>A</u>                             | <u>Rule</u>    |
|--------------------------------------|----------------|
| Appeal of Adversus Action            | 29(c)          |
| Application Approval                 | 51             |
| Appointments                         | 11(1)          |
| Army Crews on Railroad Property      | 16(d)          |
| Assigned Meeting Points              | 15(f)          |
| Assigned Service-Bulletin of Runs    | 11(a)          |
| Assigned to Other Than Train Service | 3a             |
| Assignment - Change of               | 11(d)          |
| Automatic Release                    | 16(a)<br>15(b) |
| <br>                                 |                |
| <u>B</u>                             |                |
| Bidding & Bumping Vacancy            | 11(k)<br>-3    |
| Bidding While Off                    | 11(i)          |
| Bond Premiums                        | 37             |
| Book Rest                            | 8              |
| Bulletin, Consist of                 | 11(b)          |
| Bulletin - Hostler Jobs              | 26(k)<br>26(m) |
| Bulletin, Protect During             | 11(f)          |
| Bulletin - 30 Day Vacancy            | 11(e)          |
| Bulletin Positions Requiring Firemen | 14(g)          |
| <br>                                 |                |
| <u>C</u>                             |                |
| Calendar Day & Hours of Service      | 29(g)          |
| Call & Tie-up Point - Yard           | 25(e)          |
| Call Men with Rest                   | 9(c)<br>-9     |
| Called & Not Used                    | 17(a)          |
| Calling of Crows                     | 10             |
| Chain Loss                           | 44(c)          |
| Claims - Payroll Shortage            | 35(c)<br>35(d) |
| Conductors or Engineers Extra        | 9(c)           |
| Board Exhausted                      | -12            |
| Continuous Trip (Hours of Service)   | 20(d)          |

INDEX

time or duty exceeds the miles run divided by twelve and one-half (12-1/2), all time to be computed daily. Overtime shall be paid for on the minute basis at an hourly rate of one-eighth (1/8) of the daily rate for passenger service and at an hourly rate of three-sixteenths (3/16) of the daily rate for all other classes of service.

Rule 3(a) Guarantee All Classes

Regularly assigned train and enginemen who do not lay off will be guaranteed not less than forty-eight (48) hours pay at straight time rates per calendar week, except trainmen and enginemen in yard service will be guaranteed not less than five (5) days per calendar week. On any of assignment day when employee is not used, except day or days of rest, he will be credited with not less than one hundred (100) miles or one (1) minimum day, and will be paid not less than the weekly minimum as provided in Rule 1, in addition to any compensation received under Rule 3(d). No assignment in road service will be for less than five (5) consecutive days or more than six (6) days. Yard assignments will be for five days.

Regularly assigned trainmen and enginemen in passenger and through freight service between Seward and Fairbanks will not be subject to the assignment portion of this rule. Regularly assigned trainmen and enginemen in mixed service between Anchorage and Fairbanks also will not be subject to the assignment portion of this rule. Such mixed trains will not handle more than twenty-five (25) freight cars, exclusive of cabooses, power cars, passenger and baggage cars. Power cars are limited to those furnishing power to cars in the train, otherwise the power car(s) shall be considered as one of the twenty-five

prior to thirty (30) days after date of assignment and if so relieved no deadhead allowance will be paid.

Junior conductors or engineers marking up or returning to duty status or exercising seniority in a brakeman's or fireman's capacity will be immediately assigned to relieve the senior conductor or engineer force assigned. Deadhead allowance is payable to the most junior man who protects the assignment in excess of thirty (30) days.

The purpose of this portion of the rule is to allow a senior man to hold the extra board, yet allow deadhead payment to the man who actually fulfills the requirements of the first paragraph of this rule.

Rule 11(h) Passenger Assignment Limitation

Brakemen or firemen on Fairbanks-Anchorage passenger assignments, holding conductor's and engineer's seniority, respectively, and residing at Fairbanks, will not be used out of Anchorage in extra or other assigned service.

Rule 11(i) No Bidding While Off

Men laying off are not entitled to bid on any vacancy for the exercise of seniority until such time as they have actually reported for immediate service.

Rule 11 (j) Exercise Seniority When Displaced

When exercising seniority according to this rule as a result of being displaced or assignment discontinued, a calendar day will be paid for each day on which pay is lost, providing such day is not covered with leave, and providing the payment for such time lost shall equal

but not exceed the amount by which payment to the employee for the current work week is less than the equivalent of forty-eight (48) hours at straight time rates in road freight service for the position to which assigned. When leave without pay is taken, eight (8) hours for each day of leave without pay will be deducted from current workweek of forty-eight (48) hours. The current workweek for the purpose of this rule shall be the administrative workweek beginning 12:01 a.m. Sunday and ending Saturday at midnight. The amount paid to the employee for the current workweek shall include all earnings for that week and all other wage payments, arbitratories as well as straight time and overtime to be converted to equivalent hourly pay in determining whether forty-eight (48) hours straight time has been earned. This rule shall not apply to employees exercising their seniority after return from leave of thirty (30) days or more. Unless leave is granted after being displaced or assignment is abolished, men must exercise their seniority within twelve (12) hours after end of last tour of duty. If notified while off duty, seniority must be exercised within twelve (12) hours after being notified. When necessary to go to a terminal before exercising seniority, the twelve (12) hour period will begin on arrival at terminal. First transportation must be taken going to terminal. After seniority is exercised, man will be considered available for next call of assignment except when it is necessary for him to coachhead to the assignment, in which case the first transportation must be used. Men displaced at line points where extra boards are not maintained may be held to protect assignment until properly relieved. Used off assignment would not apply until after arrival of first available rail transportation which would enable the senior man exercising seniority to protect the next call of assignment. Men failing to exercise seniority according to this rule will not receive the calendar day payments

provided for by this rule. Men laying off and men failing to properly lay off under this rule will be force assigned in their proper seniority unless such layoff is for scheduled vacation or of an emergency nature that has been approved by the Detention Officer. Men force assigned under this rule will be recalled to work for force assignment. If necessary to coahead relief force assignment, no coahead allowance will be paid the men force assigned.

Men laying off for scheduled vacation or emergency reasons for periods of less than fourteen (14) days, who are junior to conductor or engineer who has been force assigned, must upon return to work exercise their conductor's or engineer's seniority and displace a senior or junior conductor or engineer who has been force assigned under this rule during period of lay-off, provided it is agreeable to the senior conductor or engineer. No coahead allowance will be paid junior conductor or engineer in the event coahead has been paid to senior conductor or engineer under this rule.

Rule 11(k)-1 Optional Seniority for Conductors

Conductors will be privileged to exercise their seniority as either conductor, brakeman, or baggageman, on any assignment or run at any time by properly bidding or bumping. When no bids are received for conductor assignments on runs bulletined for seniority choice, the youngest conductor working as brakeman or baggageman will be assigned. When no bids are received for brakeman or baggageman assignments on runs bulletined for seniority choice, the youngest qualified brakeman assigned the brakeman's extra board will be assigned (except that no more than one brakeman with less than ninety (90) days' experience as a brakeman or switchman on this or any other railroad operated under standard rules

will be assigned to the same crew if other men so qualified are available). Men assigned under this rule will be paid deadhead allowance per Rule 19(a) going to the run. Conductors, brakemen, or baggagemen assigned under this rule will be required to fulfill such assignment for a period of thirty (30) calendar days before being privileged to relinquish assignment under Rule 11(g). This rule can be repetitious. Nothing under this rule will prevent men from properly bidding off such assignments, except a man assigned as a conductor, that is the youngest conductor, will be restricted from being reassigned back as a brakeman more than one time when there is not a junior conductor working as a brakeman. If, after reassignment back the one time, he is again assigned to the same conductor position, he will not be paid deadhead payment for any deadheading necessary to again place him in the assignment, and will be required to fulfill the assignment for thirty (30) calendar days. (Applies to bidding and forced assignments). In the event of the assignment of the youngest conductor, brakeman, or baggageman, senior conductors holding brakeman or baggageman assignments will not be forced to the conductor's extra board.

Conductors, when force assigned as a conductor, must protect their assignment but they shall have the right to properly bid on any other assignment. In the event no one senior to the man force assigned bids his vacancy, the man initially assigned must return to point of forced assignment on his own time, with no deadhead payment being allowed. It is understood that, if a man is forced to a new or different position, he will be paid the initial deadhead to point of assignment. This rule is to allow a promoted man force assigned to bid on a brakeman position; however, the rebidding of the non-promoted vacancy created by the force assignment, by the man force assigned, is limited to

one bid and in the event he is force assigned back to the position originally force assigned to, he will coach on his own time, and protect the forced assignment for thirty (30) days before bidding to his non-promoted vacancy.

Rule 11(k)-2      Optional Seniority for  
engineers

Engineers will be privileged to exercise their seniority as either engineer, fireman, hostler, hostler helper, or engine watchman on any assignment or run at any time by properly bidding or bumping. When no bids are received for engineer assignments on runs bulletined for seniority choice, the youngest qualified engineer working as a fireman will be assigned. When no bids are received for fireman assignments or runs bulletined for seniority choice the youngest qualified fireman assigned to the fireman's extra board will be assigned. Men assigned under this rule will be paid coach allowance per Rule 19(a) going to the run. Engineer, fireman, hostler, hostler-helper, or engine watchman assigned under this rule will be required to fulfill such assignment for a period of thirty (30) calendar days before being privileged to relinquish assignment under Rule 11(g). This rule can be repetitious. Nothing under this rule will prevent men from properly bidding off such runs or assignments. In the event of assignment of the youngest engineer or fireman, senior engineers holding fireman assignments will not be forced to the engineer's extra board.

When no bids are received for the second man on one-man assignments, the youngest qualified unassigned fireman may be assigned. Men who are force assigned under this rule will remain on the assignment until properly bidding off or displaced.

Engineers, when force assigned as an engineer, must protest their assignment, but they shall have the right to properly bid on any other assignment. In the event no one senior to the man force assigned bids his vacancy, the man initially assigned must return to point of forced assignment on his own time, with no dead-head payment being allowed. It is understood that, if a man is forced to a new or different position, he will be paid the initial deadhead to point of assignment. This rule is to allow a promoted man force assigned to bid on a fireman position, but in the event he is force assigned back to the position originally force assigned to, he will deadhead on his own time.

Rule 11(k)-3 Bidding and Bumping Vacancy

Trainmen and Enginemen with legal bump may bid and bump any existing vacancy, except new assignments. This bid and bump will be limited to one (1), and if job is assigned to senior man, person bidding and bumping must exercise seniority upon release of bulletin.

Trainmen and enginemen bidding and/or bumping vacancy will not be considered assigned to that position until bulletin closes and by virtue of seniority declared successful bidder, and are subject to force assignment under Rule 11(k).

Rule 11(l) Multiple Appointments and Reduction in Force

In accordance with the optional seniority principle established in Rule 11(k) and in accordance with regulations set forth by the U. S. Civil Service Commission governing competitive service, train and engine service employees will work under the terms and conditions of multiple appointments covering duties and services, respectively, for which they are qualified. They shall be required as a condition of

employment or continued employment to perform the duties of the various assignments in the various services listed in their multiple appointments, at the pay rates provided for such services and assignments in the applicable wage schedule, and in accordance with wage rules contained in this agreement.

Train-and-engine-service-employee multiple appointments shall be established in the following competitive levels:

- a. Brakeman, baggageman - All classes of service
- b. Conductor, conductor pilot, brakeman baggageman - All classes of service
- c. Fireman, hostler, hostler-helper, engine watchman - All classes of service
- d. Engineer, fireman, engineer-hostler, hostler, hostler-helper, engine watchman - All classes of service

All classes of services, as referred to above, shall include road passenger service, road freight service, mixed train service, work train service, helper service, snow service and yard service.

Reduction in force of train and engine service employees will be made according to retention rights, first, in the competitive levels of (a) brakeman, baggageman - all classes of service (for trainmen) and (c) fireman, hostler, hostler-helper, engine watchman - all classes of service (for enginemen); second, in the competitive level of (b) conductor, conductor pilot, brakeman, baggageman - all classes of service (for trainmen) and (d) engineer, fireman, engineer hostler, hostler, hostler-helper, engine

watchman - all classes of service (for enginemen). The reduction in force will be accomplished in the first step when possible. If the reduction in force results in a vacancy in an assigned position, this position will be filled by the appointment of the youngest train or engineman, as the case may be, on the Anchorage extra board. He may, after reporting on the assignment, relinquish the assignment in less than thirty (30) days; however, if no bids are received, he will be assigned by bulletin. Trainmen and enginemen separated from the service will be given a service letter upon request.

Rule 12 Use of Regular Men Extra

Regularly assigned trainmen and enginemen may be held or used in preference to extra men on special passenger trains handling government or railroad officials, fraternal or convention trains, and regularly assigned qualified engineers may be used in passenger service in lieu of extra engineers who have had less than one year's experience as a locomotive engineer. Men so called will be credited with one (1) calendar day for each day so held or used, but will not receive an amount less than they would have received on their regular assignment.

Examples: Use of Regular Men

Question: A regularly assigned man enroute from Fairbanks to take his assignment is used in an emergency to relieve and fulfill another regular man's assignment out of Curry. Will such man be paid deadhead Fairbanks to Curry or Curry to Anchorage?

Answer: He will be paid deadhead Curry to Anchorage.

Question: Would a regularly assigned man at Seward who had bid r/f his assignment and properly relieved and is held and used to fulfill another regular assignment be entitled to dead-head Seward to Anchorage when relieved?

Answer: Yes.

Question: Will such regularly assigned men be used in lieu of extra men?

Answer: No, except in actual emergencies, sickness or injury, or lack of available extra men.

Question: If regularly assigned men are used under the above conditions and extra men are available, will the extra men be entitled to what they would have earned?

Answer: Yes, extra men must be deadheaded at the first available opportunity and the regular men relieved.

Rule 13 Day of Rest Road Crews

Road crews will not be given their day or days of rest at points other than specified in their assignment and will not be given their day or days of rest away from home terminal.

Question: If, due to interruption to traffic, it is necessary to hold crew away from their home terminal on their day of rest, will they be compensated whether used or not?

Answer: Yes, if held and not used, 100 miles held for service.

Rule 14(a) Crew Consist

Regularly assigned local freight crews doing local freight work consisting of loading and unloading freight and station switching will be

provided with three (3) brakemen. Assigned mixed crews will be provided with two (2) brakemen and one (1) train baggageman. No man with less than 90 days' experience as a brakeman on this or any other railroad operated under standard rules shall be used as a flagman if other men so qualified are available.

NOTE: Where 90 days' experience is mentioned in Rule 9(d), 11(k), and 14(a), this will be interpreted that, in the case of students, this will mean 90 days' seniority on this railroad.

Rule 14(b)

Crews in other freight, yard work, or snow service will consist of not less than one (1) conductor and two (2) brakemen, when available.

Rule 14(c)

Passenger crews on local trains handling local baggage, mail and express will consist of not less than one (1) conductor, two (2) brakemen, and one (1) baggageman, except that official trains, steam or other motive power handling not to exceed two (2) cars will be manned by one (1) conductor; passenger crews on trains handling through baggage, mail or express will consist of not less than one (1) conductor and two (2) brakemen.

Crews in charter or special passenger service not required to work mail, baggage, and express between terminals may be manned by one conductor and one brakeman when train consist is not more than five (5) passenger cars plus baggage equipment.

Rule 14(d)

Motor cars (bus car type) not to exceed fif-

teen (15) passengers may be carried by one engineer.

Engineers used in motor car service (bus, gas car type) under this rule on short turnaround passenger runs, no single trip of which exceeds twenty-five (25) miles, shall be paid at the Yard Engineer's rate for all time actually on duty or held for duty, with a minimum of eight (8) hours. Time will be computed continuously from the time first required to report to final release at end of last run.

Rule 1A(e)

Motor cars of the 200 type will be provided with one (1) conductor, and when handling a trailer will be provided with one (1) brakeman or one (1) baggageman.

The management will designate the position to be filled, as traffic may justify. Train baggagemen will be provided, with or without trailer, when mail, baggage or express is handled enroute and reports are required to be made. Conductors will not be required to perform the duties of train baggagemen.

Rule 1A(f)

Crews will not be divided to move trains from one point to another on the main line, except when necessary to double hills, or in cases of emergency.

Question: In the use of regularly assigned crews, local and through freights, should such crews be called on a first in, first out basis, or in accordance with their scheduled assignment; that is, local or through freight?

Answer: In accordance with their scheduled assignment. However, local freights will be

given preference if way car is available and local crew is rested, if both are fulfilling same schedule, such as 29 and 30, except in instances where such practice would impede traffic.

Question: Would either crew have a runaround against the other?

Answer: No.

Question: If two or more through freight crews are fulfilling the same schedule out of a terminal, should they then be called on a first in, first out basis?

Answer: Yes.

Question: Would such crews have runaround cue them?

Answer: Yes, if fulfilling the same schedule and on the same district.

Rule 14(a)

The bulletin and engine consist of crew shall designate two-man assignments as:

1. All through mixed service job assignments authorized in Rule 3(a).
2. Assigned through freight service between Anchorage and Healy.

Fireman vacancies in assigned two-man assignments under this rule will be filled.

This list may be reviewed on request by management or the organization for purpose of adding or subtracting positions and revision, provided that it shall not be mandatory upon management to create two-man jobs to an extent greater than

ten percent (10%) of the jobs in each category of service, and provided further that it will not be mandatory upon management to change one-man jobs to two-man jobs if such action requires the hiring of new men.

Rule 14(i) Shuttle Service

In order to establish shuttle service between Portage and Whittier, mixed service crews for this service will originate and tie up at Anchorage and may be used on turnarounds between Portage and Whittier with time (hours or miles) to be computed continuously from the time required to report for duty to final release at the end of run. Crew will be paid local freight service rates of pay and will be manned by a two-man engine crew, one (1) conductor, two (2) brakemen, and will not be required to handle checked baggage, mail, or express except when train baggage man is provided. Trainmen will handle jump boards and ramp awnings when necessary in the loading and unloading of vehicles. Rule 6(u) will not apply, except when crew switches other than the equipment of their train at Whittier. Crews required to handle equipment to and from Whittier and points in between, in addition to shuttle equipment, will be paid 50 miles in addition to their road trip allowance.

Crews used to handle cars other than shuttle equipment to or from Whittier without payment of 6(u) are restricted as follows: to double over to the minimum number of tracks which could hold cars within the main yard, and in addition place shuttle equipment to shuttle track or to double from the minimum number of tracks which could hold cars within the main yard and in addition pick up shuttle equipment from shuttle track.

Placement of cars within the main yard track structure will be at the direction of the carrier. Crews required to set out or pick up

on industry tracks, i.e. Army track, tail of wye, dock track (outside main yard track structure) will be compensated in accordance with Rule 6(u).

Rule 15(a) Used Off Assignment

An assigned crew used in an emergency in other temporary service will be compensated in accordance with the rules applying to their assignment, and when so used, will be returned to their regular assignment at the earliest possible opportunity. Crews or men used under this paragraph will be compensated not less than they would have earned on their regular assignment.

Rule 15(b)

When an assigned crew is used in work service, "Automatic Release" will not apply. If tied up between terminals, "Tied Up Between Terminals and Hours of Service" will apply.

Rule 15(c)

When a regularly assigned man is used off his assignment, he will be compensated for such service in addition to his assignment, with a minimum of one (1) day. This rule will not apply on rest days, except as provided in Rule 3(d). Men returned to the point of assignment and are again used off their regular assignment will be paid as stated above. On men used under Rule 9(c)-14, this rule will not apply.

Rule 15(d)

Men used under section (c) of this rule will be paid a minimum day in addition to their assignment for the first day so used and for each succeeding day used will be paid an amount not less than they would have earned on their regular assignment.

Rule 15(e)

In the event of track construction, assigned road crews may be used off their assigned districts out of terminals where extra lists are not maintained to make connections in the same class of service.

Rule 15(f)

When assignments are made for crews to run to an intermediate point and there exchange train with a crew from the opposite terminal (both crews turning back at meeting point to the originating terminal), such crews may be run to a point over or short of the assigned meeting point for the purpose of exchanging trains to prevent delays to trains and the mileage on such runs will be paid for on a continuous basis. Crews run short of the bulletined turning point will be paid the miles to the bulletined turning point and return to the point of exchange in addition to the actual miles or hours made on the road trip.

Assigned road freight crews whose initial station and/or intermediate final terminal station of their assigned scheduled run is Portage will not be run into Whittier unless necessary to do so. When so run into Whittier and/or return, they will be considered as having been used off of their assignment and will be compensated not less than eight (8) hours, or one hundred (100) miles, for such services. All time consumed on such trip to be deducted from the time of their road assignments for purposes of computing overtime of their road trip, unless total hours on duty computed in accordance with Rule 2(b) produces the greater amount, in which case the greater amount will be paid.

Rule 15(i)

Diesel locomotives, when operated in multiple, may be operated as either a two-man job or as a one-man job. When passenger power and heat cars are utilized in passenger trains, such passenger power and heat cars will be considered as an additional unit and payment made therefor as per Rule 1(c).

Rule 16(a) Automatic Release

Automatic release will not apply to assigned freight and passenger crews between Anchorage and Fairbanks assigned to run to meeting points between Healy and Curry. This rule also will not apply to assigned crews as to terminals except such terminals as are specified when regular assignments are bulletined and made under Rule 11(c) above.

Extra road crews arriving at terminals or end of run are automatically released. Road crews required to run through a terminal will begin a new day.

Rule 16(b)

Road crews required to perform switching or other terminal service upon arrival at terminal, including passenger or troop trains delivered to Elmendorf, Fort Richardson, Ft. Wainwright, or Eielson by road crews, will be compensated in accordance with Rule 6 (Terminal Service).

Rule 16(c)

Northbound road crews arriving at Anchorage or Fairbanks, or departing from Anchorage or Fairbanks, southbound, required to move cars to or from military bases will be paid a new day independent of the road trip, except that this will

not apply to passenger crews arriving or departing Anchorage or Fairbanks.

Rule 16(d)

Yard crews required to perform switching service or other services at military bases at Anchorage, Ft. Wainwright, and/or Eielson, will be paid yard rates for all services performed. Upon entering on Army track, no arbitraries or penalties provided under this contract will be allowed or paid except as provided in Rule 43 (Coupling and Uncoupling Air Hoses) and Rule 1 (Weight on Drivers) and Rule 2(b) (Overtime). Crews so used will perform all service as directed by the Army Yardmaster.

Upon release and return to Alaska Railroad yards, arbitraries or penalties as provided in this agreement, as applied to other yard crews, will be paid.

Yard service in Alaska Railroad yards and at military bases in Fairbanks may be combined. Assigned Anchorage yard crews required to go beyond designated interchange track at Fort Richardson and Elmendorf will be paid actual time from designated interchange track until return to interchange with a minimum of one (1) hour in addition to all other earnings for that day or trip.

Fairbanks yard crews servicing Ladd and/or Eielson will not be worked in the Fairbanks yard after working at Ft. Wainwright and/or Eielson if they have spent more than eight (8) hours on duty, if a Fairbanks yard crew or crews are on duty.

Crews servicing Ft. Wainwright and/or Eielson will be allowed the use of cabsuses.

Army crews will not be given permission to switch in Fairbanks or Anchorage yards; it is understood, however, in such instances where Army crews do move beyond designated interchanged tracks for emergencies or maneuvers beyond the control of the Railroad, no penalties will be allowed. When Army crews perform work in Anchorage or Fairbanks yards normally belonging to railroad employees, a minimum of one hundred (100) miles or eight (8) hours will be allowed to the men available at Anchorage or Fairbanks for such work.

Rule 17(a) Called and Not Used

When a train for which trainman and enginemen have been called to report for service at a specified time is annulled, they will, when reporting for duty, be credited with time held until relieved from duty. If no service is performed, they will be allowed a minimum of two (2) hours and stand first out. If service is performed, they will be allowed eight (8) hours or one hundred (100) miles and stand last out. No duplicate payments will be made under this rule. If they are called and released before leaving home or place where called, no allowance will be made, provided the call and release was between the hours of 6:00 a.m. and 10:00 p.m.

On crews having regularly assigned call time, such call will stand if set back less than two hours. If set back more than two hours, they will be paid two hours called and not used. If notified prior to tie-up time, no penalties will accrue.

Rule 18 Calling of Crews

Train and enginemen living within one and one-half (1-1/2) miles of passenger depot, Anchorage, Fairbanks, and Seward, will be called when

practical one and one-half (1-1/2) hours before time required to report for duty.

Rule 19(a) Deadheading

Trainmen and enginemen when deadheading on Railroad business will be compensated on the basis of miles or hours (whichever is greater) at the rate of class of service assigned with a minimum of eight (8) hours or one hundred (100) miles. When deadheading on Railroad business, when other than rail transportation is available, the carrier may elect to utilize other modes of surface transportation or commercial air services. Deadheading and service may be combined in any manner that traffic conditions require and when so combined will be allowed actual miles (between stations as established in timetable) or hours on a continuous time basis with not less than a minimum of eight (8) hours or one hundred (100) miles for the combined service and deadheading.

EXCEPTION: Trainmen and enginemen deadheading via air will be allowed actual time with a minimum of eight (8) hours for deadheading when actual mileage between stations exceeds 100 miles.

Rule 2(b) (overtime) will apply to men when deadheading on Railroad business. Deadheading time will be computed continuously and Rule 16(a) will not apply.

Rule 19(b)

Trainmen and enginemen going to take a run at their request, to which they are entitled through seniority, will not be paid for deadheading to take run. Trainmen and enginemen going to runs under a forced rule will be considered deadheading on Railroad business.

Rule 19(c)

Crews will go with their cabooses and when cabooses are deacheading, crews first out will deadhead, second crew run train, deadhead crew to be first out at end of run.

EXAMPLES

1. Deacheading Only

Payment when called to deadhead by other than air transportation:

Between:

|                       |           |
|-----------------------|-----------|
| Anchorage & Seward    | 114 miles |
| Anchorage & Whittier  | 100 miles |
| Anchorage & Healy     | 244 miles |
| Anchorage & Fairbanks | 356 miles |
| Fairbanks & Healy     | 112 miles |

When called to deadhead and air transportation is provided, actual time with a minimum of eight (8) hours will be paid.

Question: When assignment involves deacheading to Fairbanks and the carrier elects to provide air transportation, what payment for deacheading shall be made should the employees elect to drive their own private vehicle with concurrence of proper authority?

Answer: 100 miles, the same as if air transportation had been utilized.

1. Deacheading and Work Combined

Payment for deadhead when called to combine deadhead and work by other than air transportation:

Between:

|                      |           |
|----------------------|-----------|
| Anchorage & Seward   | 114 miles |
| Anchorage & Whittier | 63 miles  |
| Anchorage & Wasilla  | 46 miles  |
| Fairbanks & Healy    | 112 miles |

Payment for deadhead when called to combine deadhead and work when air transportation is provided:

Between:

|                      |           |
|----------------------|-----------|
| Anchorage & Seward   | 100 miles |
| Anchorage & Whittier | 63 miles  |
| Anchorage & Portage  | 50 miles  |
| Fairbanks & Healy    | 100 miles |

Examples provided are for the purpose of illustration under normal operating conditions representing the intended application and payment of negotiated revision of Rule 19(a).

Rule 20(a) Hours of Service

Under the rules limiting hours on duty, crew in road service will not be tied up unless it is apparent that the trip cannot be completed within the lawful time, and then not until after the expiration of twelve (12) hours on duty under the rule, or within two (2) hours of the time limit provided by law.

Rule 20(b)

If road crews are tied up in a number of hours less than provided in the preceding paragraph, they will not be regarded as having tied up under the rule, and their services will be paid for under this schedule.

Rule 20(c)

When road crews are tied up between terminals under the rule, they will be considered on-duty and under pay immediately upon the expiration of the minimum legal rest period required by the crew, and the longest period of rest required by any member of the crew, either eight (8) or ten (10) hours, will be the period of rest for the entire crew.

Rule 20(d)

A continuous trip will cover movement, straightaway or turnaround, from initial point to destination train is making when ordered to tie up. If any change is made in the destination after the crew is released for rest, a new trip will commence when the crew resumes duty.

Rule 20(e)

Road crews tied up under the rule will be paid time or mileage of their schedule from initial point to tie-up point. When such crews resume duty on a continuous trip, they will be paid from the tie-up point to the terminal on the following basis: For fifty (50) miles or less, or four (4) hours or less, one-half day; for more than fifty (50) miles or more than four (4) hours, actual miles or hours, whichever is the greater, with a minimum of one (1) day. It is understood that this paragraph does not permit crews to be run through terminals.

Rule 20(f)

Road crews tied up for rest under the law and then towed or oadheaded into terminals, with or without engine or cabooses, will be paid therefore the same as if they had run train to such terminal.

Road crews tied up under the law except in case of delays due to wrecks, washouts, snow blockades or other track constructions held awaiting arrival of relief crew will be paid for all such time on a minute basis in addition to miles or hours made on the road trip.

Rule 20(c)

When regularly assigned crews are tied up between terminals account hours of service and resume service, the completion of the trip from the tie-up point to the next terminal will be considered as the completion of the trip from the originating terminal, and crew will be paid for existing calendar day in accordance with their assignment, whether service is performed or not.

Rule 21(a) Tie Up Between Terminals - Account wrecks, washouts, or snow blockades

Road crews will not be tied up between terminals except in case of delays due to wrecks, washouts, snow blockades, or other track obstruction, in which case they will be credited with the first eight (8) hours so held in addition to time or miles made that day, with a minimum of one hundred (100) miles for the service rendered, and for each succeeding calendar day will be allowed not less than eight (8) hours or one hundred (100) miles. No duplicate payments will be made under this rule.

A yard crew out of Whittier that is tied up at Portage for any reason whatsoever will be paid in accordance with this rule.

Rule 21(b)

Except in cases of wrecks, washouts, snow blockades, or other track constructions, work and snow crews will not be tied up between terminals

other than the assigned working points, including Portage, Whittier, and Nenana. Snow crews may be tied up at Broad Pass, however, when weather conditions require it. Work and snow crews will not be tied up at points where eating and sleeping accommodations are not available for the entire crew. Snow crews may also be tied up at Tunnel, except on their assigned rest day or days.

Rule 21(c)

Crews tied up between terminals will begin a new day when called, except as provided in Rule 20(g).

Rule 22(a) Work, Wreck and Snow Plow Trains May be Tied Up Between Terminals

Except as provided in section (b) of Rule 21, work, wreck and snow plow service trains may be tied up between terminals and time tied up deducted, providing eating and sleeping accommodations are available. Upon resuming duty will begin a new day.. Initial and final terminals allowances and automatic release at terminals will not apply on this service.

Rule 22(b) Bulletined

Assigned work trains moving from one subdivision to another will be classed as new runs and may be bulletined as per Rule 11(a).

Rule 22(c) Seniority Choice

When two (2) or more work trains are working in or out of a terminal or intermediate tie-up point in the same class of work, the senior man will have the preference of crews. When crews are pulled off, the senior men may, if they so elect, exercise their seniority on the remaining crew or crews.

At work train points when two or more crews are assigned and only one crew is to be used on a day of rest, the senior crew should be given preference. Seniority of the crew to be governed by seniority of the conductor. However, if a crew is assigned to the pit as a loading crew and the work to be performed is loading only, then the assigned pit crew should be used. If the crew to be used on day of rest does both loading, hauling and dumping, then seniority of crews will govern.

Rule 23(a) Work and Snow Service

Initial and final terminal allowances, tie-up between terminals restrictions, automatic release at terminals and hours of service restrictions as to tie-ups are applicable to extra road crews used to move work train, bridge and building equipment, snow service equipment, or wrecking equipment from terminal with pick-ups or set out of the same between terminals; but if actual work train, snow, or wrecking service is performed enroute, they may be tied up between terminals when sleeping and eating accommodations are available at point of tie-up for all of the crew. The above will not apply to regularly assigned work train crews.

Rule 23(b)

Regularly assigned snow crews may be given their day of rest at Seward, Portage, Anchorage, Whittier, Curry, Healy, and Fairbanks.

Rule 23(c)

When extra snow fleets are called, the management will be permitted to select the rotary crew.

Rule 23(a)

In work on snow service at outlying points, when a helper or engine watchman is employed, when enginemen are required to service engines such as adding lube oil, water, fuel oil, sand, they will be paid an arbitrary payment of thirty (30) minutes in addition to all other allowances for this or day work. When required to start engines, the engineer only will be paid under this rule.

Rule 24(a) Piloting

Conductors and engineers, acting as pilots, will be paid their respective rates in their respective classes.

Rule 24(b)

Conductors will be furnished to pilot light engines running over district or portion of district, and on assigned helper engines working in helper districts.

It is hereby agreed that a helper district be established between Portage and Seward and that home terminal be designated as Portage or Seward. It is also agreed that a helper district be established between Curry and Windy with home terminal at Curry.

Trainmen and enginemen assigned exclusively to helper service will be paid in accordance with Rule 2(a), Rule 2(b), and Rule 3, and such other rules as are applicable to road service. Rates of pay will be at freight rates unless used in snow service, in which case snow service rates will apply.

Time will be paid on a continuous basis and no payment will be made for inside turns or for

second or succeeding starts out of helper terminal.

Rule 24(c)

Qualified conductor-pilots will be called when Russel plows and Jordan spreader are used, handling nose flangers and wings, or other snow plow appurtenances. It will not be the duty of the train crews to do this except in emergencies. Before either conductors or engineers may be assigned as pilots in snow removal equipment they must be qualified for such service by having previously performed similar service or made the necessary student trips.

Rule 24(d)

Conductor-pilots on snow plows will be paid rates in accordance with Rule 1.

Rule 24(e)

Light engines may be run to flange out and remove snow. Freight crews will not be required to plow snow at stations for the purpose of clearing sidings except for the purpose of setting out or picking up cars.

Rule 24(f)

In snow service, when two pieces of snow equipment, such as a rotary, Russel plow, or spreader, are used jointly by two engines, one handling the plow and the other a spreader or rotary, the regular pilot will be used to pilot the plow and the other piece of equipment will be manned by a shop man or a maintenance-of-way employee when available. If two pieces of equipment are used intermittently, that is, one piece of equipment used and set out, then the other piece of equipment picked up and used, the pilot will be required to man each one of the

pieces of equipment at the time used. When the rotary is used by itself, a conductor-pilot is not required.

Rule 24(a)-1

Pile drivers, ditchers, cranes, or other self-propelled locomotive type rail equipment, operating with not more than nine (9) rail cars (including caboose and idler) when used in maintenance, repair, construction, or inspection work need not be manned with a conductor-pilot. The Railroad will not be subject to penalty when such equipment is utilized in the maintenance, repair, or construction exclusively for the Railroad's purpose.

It is concurred the usage of Y orders will be restricted to their present application.

Rule 24(a)-2

A conductor-pilot will be called or assigned when pile drivers, ditchers, cranes, or other self-propelled locomotive type rail equipment operating with not more than seven (7) rail cars (including caboose and idler) are used to move contractor's equipment or supplies who, acting as an agent for the Railroad, is engaged in maintenance, repair, or construction. The Railroad will not be subject to penalty by other rules contained in this agreement when contractor's equipment and supplies are moved in accordance with provisions contained herein, and Rule 7(a) does not apply.

Rule 24(h)

Regularly assigned snow plow pilots will not be used in extra conductor's positions.

Rule 25(a) Yard Service Yard Crews

Rates of pay for yard service will be as shown in current wage schedule.

Rule 25(b) Eight (8) Hours or Less Will  
Constitute a Day's Work

Effective March 25, 1956, there will be established, for all classes or crafts of yard service employees covered by this agreement, a workweek of forty hours, consisting of five consecutive days of eight (8) hours each, with two days off in seven, except as hereinafter provided.

The parties hereto, having in mind conditions which exist or may arise in the application of a five-day workweek, agree that the General Chairman or his designated representative and the Railroad may enter into any additional understandings to implement the purpose of this article.

The term "workweek" for regularly assigned or extra employees shall mean a period of seven consecutive days starting with Sunday.

Unassigned or extra board men used on a second tour of duty in a twenty-four (24) hour period shall be paid time and one-half for the second tour of duty.

It is agreed that the twenty-four (24) hour period shall be governed by the time first called. Twenty-four (24) hour periods shall not run in continuity so as to provide repetitious penalty payments. In other words, the twenty-four (24) hour period shall commence with the call time of the tour of duty immediately prior to the penalty tour of duty.

Rule 25(d) Tour of Duty

Regularly assigned yard crews will each have a fixed starting time, and the starting time of the crew will not be changed without at least forty-eight (48) hours' notice.

In cases where there is a combination of road and yard assignments, such crews will be paid in accordance with Rule 25(d) and if worked beyond their assigned tour of duty such time will be paid at overtime rates.

Rule 25(e)

Yard crew will have a designated point for going on and off duty. Pay of yard men will continue until they reach point at which they start work.

Rule 25(f)

Yard crews will be allowed twenty (20) minutes for lunch between four and one-half (4-1/2) to six (6) hours after starting work without deduction in pay.

Rule 27(c)

Yard crews will consist of a conductor and two (2) brakemen, and will not be required to work with less than a full crew as specified in this section if other trainmen are available. It is understood that this rule will not be abused and yard crews required to work short-handed beyond reason. Provided, however, that yard crews at Whittier started within the hours of their assignment in snow service inside switching limits will be paid for four (4) hours or less, and if used more than four (4) hours will be paid not less than a basic day, in addition to the regular yard pay and without deduction therefrom for the time consumed in said service.

MEMORANDUM OF UNDERSTANDING  
Between  
THE ALASKA RAILROAD  
And  
UNITED TRANSPORTATION UNION

The parties signatory hereto have met and mutually agreed on the following in a joint cooperative effort to improve and enhance the efficiency of Service in respect to unassigned yard crews used at Whittier.

It is hereby agreed as follows:

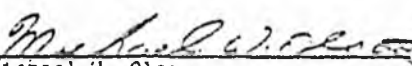
(...dd as paragraph two to 25(h) addressing use of unassigned yard crews Whittier.)

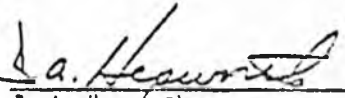
Unassigned yard crews (Extra Board crew) at Whittier may be used between Whittier and Portage for taking loads and/or empties, or any other equipment, and for the purpose of switching Portage. Unassigned yard crews, when so used, will be paid actual time on a minute basis with a minimum of two (2) hours in addition to miles or hours earned. This allowance shall be in addition to the regular yard pay and without any deduction therefrom. Actual time on duty will be used for computation of overtime under Rule 2(b).

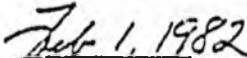
Differences or disputes regarding the application or interpretation of this document will be resolved through joint discussion and consultation between the parties.

FOR THE ORGANIZATION:

FOR THE ALASKA RAILROAD:

  
Michael W. Olson  
United Transportation Union

  
J. A. Hepworth  
Acting Supt. of Transportation

  
Date

Should an off duty yard crew be used after tie-up from its assignment, they will be paid not less than a basic day under yard rules and conditions.

Trainmen and enginemen reporting for duty late, especially consistent violators, will be disciplined.

Rule 25(h)

Where crews are called to perform yard service within switching limits they will not be used in road service when road crews are available, and when so used will be paid not less than the minimum day in each class of service, except that assigned yard crews at Whittier when started within the assigned hours of their tour of duty, may be used between Whittier and Portage for taking loads and/or empties, or any other equipment, and for the purpose of switching Portage, except due to blockades conditions. This rule will not apply to handling special troop movements outside of Whittier yard limits.

Rule 25(i)

All engines assigned to switching service will be so equipped as to be in compliance with Federal Railroad Administration safety standards. Engines equipped with plows will not be used in yard service when other motive power is available.

Rule 25(j) Combination Road-Yard Service Lines

Yard crews may be used outside yard limits without payment of two classes of service between:

Anchorage and 105  
Anchorage and Birchwood  
Healy and McKinley Park  
Healy and Ferry

Fairbanks and Saulich until such time as north switch installed at Happy. (No penalty will be paid to road crews required to set out or pick up at Saulich during this interim period.)

for switching, and can perform the same work as allowed within yard limits, except rerailling equipment derailed on main track by road crews. Yard crews working under this rule instructed to couple air hose will be allowed one (1) hour in addition to their regular earnings. Road crews, when required to set out and pick up within these limits (except setting out of bad order cars) will be paid actual time on a minute basis with a minimum of two (2) hours in addition to miles or hours on their road trip.

Road crews called in local service and crews called for Anchorage-Palmer turn would not be subject to the penalty provision of Rule 25(j) when required to set out or pick up within these limits.

It is further understood for example, crews switching within these limits may run beyond the far switch without penalty for the purpose of executing switching movements.

Yard crews will not be required to work in excess of eight (8) hours when other crews are available except in case of necessity, in which case the time may be extended and paid for on a continuous basis. The difficulty in scheduling an exact eight hours' work for a yard crew is acknowledged in this rule, and overtime not more than thirty (30) minutes in excess of the normal eight (8) hour tour of duty shall not be construed as a violation of this rule nor the spirit thereof. Except when, for more than

three (3) consecutive days, one designated Anchorage Yard crew performing service primarily between Anchorage Yard and Milepost 105 are required to work in excess of eleven (11) hours per day, additional crews will be called if available.

Rule 23(f)-2

At points where yard crews are employed, combination road-yard service zones may be established within which yard crews may be used to perform specified service outside of yard limits under the following conditions:

(a) Road-Yard Service Zones for purposes of this rule are defined as between:

Seward - Primrose  
Anchorage - Potter  
Anchorage - Birchwood  
Healy - Outfit Siding 342.7  
Healy - Browns  
Fairbanks - Saulich

for the purpose of handling disabled trains tied up under the Hours of Service Act.

(b) Within Road-Yard Service Zones, yard crews may be used to handle disabled road trains or those tied up under the Hours of Service Act outside their final terminal without penalty to road crews. For such service yard crews shall be paid miles or hours, whichever is greater, with a minimum of one (1) hour for the class of service performed for all time consumed outside of yard limits. This allowance shall be in addition to the regular yard pay and without any deduction therefrom for the time consumed outside of yard limits.

(c) Nothing in this rule is intended to impose restrictions with respect to handling disabled road trains or those tied up under the Hours of

Service Act beyond defined road-yard service zones, established under this rule. The carrier will not be penalized under provision of Rule 25(j)-1 (overtime) when crews are used to handle road train to terminal and encounter mechanical difficulties or circumstances beyond the control of the carrier which results in crew exceeding eight (8) hours. Accordingly, crews will not be used to handle road trains to terminal unless it is known work can be accomplished within assigned eight (8) hour tour of duty.

Rule 25(k)

When road crews are required to perform more than four (4) hours initial switching at Anchorage terminal within any ten hour spread or less that yard crews are not on duty, an entire yard crew from the extra board will be paid a minimum day.

Rule 25(l)

Assigned yard men at Seward and Whittier may be permitted to lay off not to exceed three (3) days. When so permitted to lay off, their positions may be filled by other regular assigned yard men, provided no extra men are available in Seward or Whittier. The oldest conductor or brakeman will be given preference in fulfilling such relief.

Rule 26(a) Revised

Terminal hostlers, hostler helpers, and engine watchman rates will be shown in current wage schedules.

Rule 26(b) Revised

Terminal hostlers and hostler helpers will be regularly employed at the following points:

Anchorage - Four (4) terminal hostlers  
Four (4) hostler helpers  
Fairbanks - One (1) terminal hostler

Rule 25(c) Revised

Terminal hostler and hostler helper assignments shall be forty (40) hours a week, consisting of five (5) consecutive days of eight (8) hours each, with two (2) days off in seven (7).

Rule 25(d) Revised

Regularly assigned terminal hostler and hostler helper will each have a fixed starting time and starting time will not be changed without forty-eight hours' notice.

Rule 25(e) Revised

As conditions may justify, the management will bulletin other permanent or temporary positions of terminal hostler and hostler helper in addition to the positions listed above.

Rule 25(f) Revised

1. At Fairbanks the terminal hostlers (if promoted qualified engineers) may be used to fill an engineer's vacancy when no extra men are available.
2. Terminal hostlers will be used to protect engineers' and firemen's vacancies before the use of hog book men, which includes the use of terminal hostlers on their layover days.
3. When a vacancy exists, the senior terminal hostler will be called. He may be aggregated in any manner necessary to exhaust his hours of service. If the senior terminal hostler cannot

be used for any reason, then the junior terminal hostler must be called.

4. Vacancies created in the roundhouse by using terminal hostlers in road or yard service must be protected whenever a hostler's regular time of duty is vacant for any reason. Vacancies will be filled first by extra board engineer if available, second by the assigned hostler, and if not available or cannot be used account hours of service exhausted, vacancy will be filled by employee registered in log book in accordance with Rule 9(c)-13.

5. Hours of service apply to a hostler who is working any job or protecting a vacancy, including yard or road service.

6. Men who are not used in their rightful turn as outlined in the foregoing will be paid in accordance with Rule 9(d) "Run-rounds."

Rule 26(g) Revised

Assigned terminal hostler and hostler helper used in road service when extra men are not available will be paid mileage and overtime at their respective rates, and in any event will be paid not less than they would have earned on their assignment. Hostlers used on rest days in yard or road service will be paid in accordance with Rule 3(d).

Rule 26(h)

Eight (8) hours or less will constitute a day's work.

Rule 26(i) Revised

Regularly assigned terminal hostlers, hostler helpers and engine watchmen who are ready for service the entire week and do not lay off of

their own accord will be paid not less than the weekly minimum as provided in sections (a) and (c) of this rule.

Rule 25(i) Revised

Terminal hostlers and hostler helpers must be qualified by Road Foreman of Engines/Trainmaster.

Rule 25(k) Revised

Terminal hostlers and hostler helpers will be bulletined as required by this agreement, and will be assigned from the fireman's seniority list and will be regarded as fireman positions for the purpose of force assignments under Rule 11(k).

Rule 25(l) Revised

Terminal hostlers, hostler helpers and engine watchmen will be allowed twenty (20) minutes for lunch as near the middle of the shift as possible without deducting therefor.

Rule 25(m) Revised

Hostlers will do rounchouse and snop switching only. Hostlers will switch powerhouse coal if there is no yard engine on duty.

Rule 25(n) Revised

Where the word "hostler" is used in this rule, it will also apply to terminal hostlers.

Rule 25(o) Revised

Officials or employees other than terminal hostlers or hostler helpers will not be used in assigned terminal hostler or hostler helper jobs when extra men are available.

Rule 26(p)

Engine watchman assignments will be for six (6) days and will be guaranteed forty-eight (48) times the applicable straight time rate each week. Time so lost will be deducted at the rate of eight (8) times the applicable rate for each day so lost.

Rule 26(q) Revised

Engine watchmen will be employed or assigned only on connection with work, snow, or wrecker service, and will be paid the firemen's rate applicable for the service so assigned. Engine watchmen used at line points in connection with work other than work, snow, or wrecker service will be paid hostler's rate for the day or days such work is performed in lieu of engine watchman's rate.

Rule 26(r) Revised

Engine watchmen will be furnished from the fireman's seniority lists, and will not be required to handle locomotives or other self-propelled equipment.

Rule 26(s) Revised

Unassigned or extra men used as hostler, or combination of yard and hostling service, shall be paid time and one-half for the second call in twenty-four hours as the 24-hour period is defined in Rule 25(b).

Rule 26(t)

Firemen forced on hostler or hostler helper jobs subsequent to the time they have worked six (6) months or more as a hostler or hostler helper will not have such excess time deducted

from the nine hundred (900) days required for promotion.

Rule 27 Doubling Hills

When trainmen and enginemen are required to double hills or run for fuel or water, actual miles run, including doubling mileage, will be the mileage of the trip. Example: Crew called at "S" for 10:00 a.m. Depart at 10:20 a.m. Runs "S" to "A" doubling Woodrow to Divide and Hunter to Grandview, doubling mileage twenty (20) miles. Arrive "A" 7:45 p.m. Tie-up 8:00 p.m. Allowance - 114 miles and 20 miles doubling, 15 minutes final terminal delay. Total allowance - 137 miles.

Rule 28(a) Seniority and Promotion

Brakemen and firemen will rank on the seniority lists as of the date they pass the required physical examination given by local railroad doctors and are placed on the respective working lists, or start their student trips, as the situation may require. Brakemen and firemen hired on a temporary appointment will not retain this date unless certified later by the Civil Service Commission while they are still in service. Conductors and engineers will pass the required examination for promotion to such positions. Trainmen and enginemen, except as otherwise provided, will have choice of runs or jobs in the respective classes or grades of service to which their seniority in service entitles them.

Temporary uses of brakemen as conductors or firemen or engineers does not constitute a promotion. In case two (2) or more men are examined for promotion on the same day, seniority in service as brakeman or fireman, as the case may be, will govern relative standing. If, on account of sickness or other causes beyond his

control, a man is unable to present himself for examination in regular turn, it will not affect the record date of his promotion. In cases where it becomes necessary to use unpromoted men for conductors, men who have been in the service of The Alaska Railroad for a period of one (1) year will be used, and such men used in their proper turn at the time of call on the respective extra boards. Men will have thirty (30) days to complete examinations from date of notification.

Men who may have retreat rights from other crafts or seniority list will, in exercising these rights, be required to pass the prescribed physical examination and the written examination on the operating rules of the Transportation Branch and will be given a seniority date as of the day they mark up for work exercising such retreat rights.

Rule 28(b) Revised - Baggageemen

Baggageemen's assignment between Anchorage and Fairbanks will be filled by trainmen qualified as train baggageemen who have three (3) or more years of service as trainmen on The Alaska Railroad.

Vacancies on baggageemen positions between Anchorage and Fairbanks will be protected from Conductors' Extra Board. Should no extra board conductors be available or rested, the oldest rested brakeman on brakemen's extra board will be called regardless of his position on the board at time of call.

Baggageemen called for the Anchorage-Portage-Whittier shuttle will be called from the brakemen's extra board and bids for Anchorage-Whittier baggageemen will be accepted from any trainman qualified for baggageemen service, and assignments made accordingly.

Rule 28(c) Students - Limitation

Student brakemen and firemen who have not had previous experience will be required to submit themselves to the Railroad's training program for a sufficient number of days or trips as will qualify them to meet the minimum requirements of the class of service for which they have been employed.

Rule 28(d) Protected Employees - Firemen

Firemen remaining in continuous employment on seniority listing dated January 1, 1964, shall be protected employees and shall not be separated because of any change in manning requirements of crew consist.

Rule 28(e) Ninety Day Limitation on Students

Inexperienced men who are hired as brakemen or firemen will not acquire permanent seniority until they have been in the service ninety (90) actual days of work, and if at that time their services are satisfactory and they have been recommended by three (3) conductors or engineers, as the case may be, with whom they have worked for the major portion of that period, they will be given seniority from the date of their appointment as brakeman or fireman. Inexperienced men may be removed from service within the ninety (90) actual days worked without investigation.

Rule 28(f)-1 Promoting and Hiring of  
Engineers

Promotion to engineer will be offered firemen who have been in the service of The Alaska Railroad as such for a period of four (4) consecutive years in the order of their seniority. When there are no firemen in the service of The

Rule 28(f)-2 Promoting and Hiring of  
Conductors

Promotion to conductor will be offered brakemen who have been in the service of The Alaska Railroad as such for a period of three (3) consecutive years, in the order of their seniority. When there are no brakemen in the service of The Alaska Railroad with the required service, service on other railroads may be combined with service on The Alaska Railroad to meet the three-year requirement of this rule; but men qualified by the combination of service will not be promoted unless there is an actual shortage of qualified men. When there are no brakemen in the service of this Railroad with the required experience for promotion, conductors with not less than two (2) years experience as such on a common carrier railroad operated under standard train rules may be hired and when so hired will be given date as brakeman, as per sections (a) or (i) of this rule, and as conductor as of the day they qualify as such. It is understood and agreed that men qualifying under the combination of services on this Railroad and other common carrier railroads, as outlined above, will not be promoted unless there is an actual shortage of qualified men.

Alaska Railroad with the required service, service on other railroads may be combined with service on The Alaska Railroad to meet the four-year requirement of this rule; but men qualified by the combination of service will not be promoted unless there is an actual shortage of qualified men. When there are no firemen in the service of this Railroad with the required experience for promotion, engineers with not less than two (2) years' experience as such on a common carrier railroad operated under standard train rules may be hired and when so hired will be given rate as fireman, as per sections (a) or (i) of this rule, and as conductor as of the day they qualify as such. It is understood and agreed that men qualifying under the combination of services on this Railroad and other common carrier railroads, as outlined above, will not be promoted unless there is an actual shortage of qualified men.

Rule 28(c) Declining or Failing to Take Examination - Penalty

Brakemen and firemen must take promotion in accordance with Rule 28(f). Brakemen and firemen will be given thirty (30) days advanced written notice to complete a satisfactory examination(s) for promotion. Brakemen and firemen who decline, do not appear to take examination(s) or fail the examination(s) for promotion prior to the expiration date of the 30-day notice period will relinquish seniority and shall follow and be junior to the youngest brakeman or fireman on their appropriate roster as of 12:01 a.m. following the expiration date of the 30-day notice period.

Such brakemen or firemen who declined, did not appear to take examination(s), or failed examination(s) will be given a second opportunity to take and pass the examination within sixty (60) days following the expiration date of the origi-

nal thirty (30) day notice period. Brakemen and firemen completing and passing examination(s) within the sixty (60) day period designated, their seniority will be reinstated to the position previously held on the brakemen's or firemen's seniority roster. They will be given seniority date as conductor or engineer relative to their position on the brakemen's or firemen's seniority roster.

Should the individual again decline, fail to appear or fail to pass the examination(s), position on respective seniority roster will be that date established on the expiration of the original 30-day notice period.

Such brakeman or fireman will be given the opportunity to complete a satisfactory examination for promotion within ninety (90) days following the expiration date of the second examination, and each succeeding ninety (90) day interval thereafter. Brakemen and firemen completing and passing examination(s) will be given conductor's or engineer's seniority as of the date he passes examination(s) and will rank junior to the junior conductor or engineer as of that date.

Brakemen and firemen who decline, do not appear to take examination(s) or fail the examination(s) for promotion prior to the expiration date of notice period will again relinquish seniority and shall follow and be junior to the youngest brakeman or fireman on their appropriate seniority roster as of 12:01 a.m. following the expiration date of notice period.

Rule 28(h) Appointment - Conductors and Engineers

Men promoted to conductor or engineer will be given an appointment date as of the day they pass the examination, which will be their date

as conductor or engineer on the seniority list, subject to section (g) of this rule. Men promoted to conductor must be qualified baggagemen. Men hired as conductor-brakeman or engineer-fireman will be given equal seniority dates as conductor or brakeman and engineer or fireman respectively at time of appointment.

Rule 28(i) Notice in Writing

As soon as a brakeman or fireman is promoted, he will be notified in writing by a proper official of the Railroad of the date of his promotion and unless he files a written protest within sixty (60) days against such date, he cannot thereafter have it changed. When a date of promotion has been established in accordance with regulation, such dates will be posted within ten (10) days and no protest will be considered after sixty (60) days.

Rule 28(j) Schooling Prior to Examination

When a fireman is employed and placed in service as such, he will be given a first progressive examination book containing questions upon which he will be examined after one (1) year's service. After completing his first year's examination, he will be given the second progressive examination book containing questions upon which he will be examined after two (2) years in the service. After completing his second examination, he will be given a third and final examination, and upon completion of the third examination he will be given a certificate of promotion and thereafter rank on engineers' seniority list as per section 28(h).

Rule 28(k) Students

Inexperienced men hired as student brakemen or student firemen who submit themselves to the Railroad's training program as students will be

paid \$10.00 for all service performed for each calendar day of training, learning the road or yard functions of the craft.

In addition, the allowance provided in Rule 53(a)-1, -2, and -3 will be paid to students when working with other train crew members who are tied up and are paid the allowances provided in Rule 53(a).

Rule 28(i) System Rights

System rights on The Alaska Railroad will prevail.

Rule 29(a) Discipline and Investigation

Trainmen and enginemen charged with offenses involving suspension or discharge will be promptly advised in writing of the nature of such offense, and no trainman or engineman will be discharged, suspended, or given record suspension without a full hearing by the Superintendent of Transportation, Trainmaster, Superintendent of Motive Power, Road Foreman of Engines, or an officer superior if desired by the Railroad, at which hearing all parties interested and employee witnesses will be notified to be present, and at which any trainman or engineman under investigation may be represented by an employee of his choice and both will be permitted to be present and offer evidence and to hear all evidence submitted at hearing and to interrogate witnesses if desired. Decision to be rendered in writing within fifteen (15) days.

If the trainman or engineman is not satisfied with the decision, he or his representative will have the right to appeal to the next higher officer designated by the General Manager. If found blameless, he will be immediately reinstated and will be allowed the time lost, with

minimum of eight (8) hours or one hundred (100) miles for each calendar day. If, on appeal, a decision is not made within thirty (30) days from date of appeal, the employee concerned, or his representative, may appeal to the next higher officer designated by the Railroad to handle such matters. Trainmen and enginemen who are entitled to rest will not be disturbed by call for purpose of attending a hearing until the expiration of time specified for rest, except in case of necessity. A transcript of the evidence will be taken at the hearing and a true copy will be furnished the accused or his representative.

Rule 29(b)-i Revised - Investigations,  
Reexaminations of Operating Rules and Physical  
Examinations

Trainmen and enginemen required to qualify, requalify, attend investigations, classes of instructions, examinations, or report for physical examination in order to meet the requirements of the carrier, will be paid on the following basis: actual time lost, but in no case less than time lost had employee followed his turn, and in addition, any coachheading and legitimate expense as provided for by Government Travel Regulations, except that in all cases a fireman or brakeman qualifying or taking examinations for promotion to engineer or conductor will do such qualifying and take such examinations at his own time and at no expense to the management. This will include any coachheading necessary for promotion. If by mutual agreement between employee and designated representative of the carrier, employee (when required to requalify on Operating Rules and Special Instructions or report for physical examination in order to meet the requirements of the carrier) reports on layover or off day to complete required examinations, will be compensated with a basic day (100 miles) or eight (8) hours or

the rate of class of service assigned, Rule 3(d) will not apply. Examinations for promotions will be conducted at employee's home terminal.

EXCEPTION: Brakemen and firemen participating in a formalized accelerated training program for promotion to conductor and engineer will be paid under the provisions of the accelerated training program which supersedes provisions of Rule 29(b)-i.

Rule 29(b)-2 Revised (Reference Supplement No. 33)

In compliance with Code of Federal Regulations Title 49, Part 217.3, trainmen and engineers must be conversant with Operating Rules and Special Instructions in order to meet the requirements of the Railroad, and will be required to pass a biennial written and oral reexamination to remain in train or engine service. Employees furloughed on LWOP or extended absences during which changes in Operating Rules and/or Special Instructions were initiated, the employee, prior to returning to duty, will be subject to an oral reexamination. Impromptu oral examinations may be given at any time to insure the employee has knowledge of, and is conversant with current Operating Rules and Special Instructions as prescribed by General Rule A. Failure to pass oral examination will result in effecting notice of biennial and oral reexamination of Operating Rules and Special Instructions consistent with the provision applicable to routine biennial reexamination.

Employees will be afforded thirty (30) days' advanced written notice of the date of biennial reexamination. Employees failing to pass the required examination on the first attempt will be given a second opportunity to demonstrate their ability to pass reexamination. The examination will be taken not less than sixty

(60) days after notice of failure to pass the first examination. Failure to pass the first examination shall result in restricting the exercise of employee's seniority during this 60-day interim period as follows:

Promoted conductors and/or engineers will be permitted to exercise seniority as conductor and/or engineer in yard and/or hostling services only. Conductors and engineers so restricted must exercise seniority as conductor or engineer on yard and/or hostling positions when vacancies for these positions are bulletined. Conductors and engineers so restricted will be permitted to exercise seniority as brakeman/baggage man or fireman/hostler/hostler-helper only when outbid or displaced as conductor or engineer and when further exercise of conductor's or engineer's seniority is not possible because no vacancy for such positions bulletined nor no junior man assigned as yard conductor, yard engineer, or engineer hostler.

In the event promoted trainman or engineman is occupying a brakeman/baggage man or fireman/hostler/hostler-helper position when restriction of conductor's or engineer's seniority is effective, the exercise of conductor's or engineer's seniority by bid, or bump if displayed, must be effected at the first opportunity. If notice of such exercise of conductor's or engineer's seniority is not received by Crew Dispatcher prior to bulletin closing time or when exercising seniority after having been displaced, conductor and engineer so restricted will be force assigned to responsive positions if no bids are received from senior conductor or engineer, and/or will be required to displace junior man occupying yard conductor, or yard engineer positions.

Brakemen and firemen will be restricted to yard and hostling assignments.

The employee's failure to pass a satisfactory written and oral examination on the second attempt shall constitute failing to meet the requirements of the Railroad and adverse action proceedings will be initiated promptly to effect reassignment to more suitable employment for which the employee qualifies, or removal.

Rule 29(c) Appeal of Adverse Action

It is understood that discharge, suspension for more than thirty (30) days, furlough for thirty (30) days or more, or reduction in rank or compensation, all defined as adverse actions in applicable regulations of the Civil Service Commission, must be processed in accordance with regulations of the United States Civil Service Commission applicable thereto. Such actions are of a disciplinary nature and may also be processed, at the option of the employee concerned, by appealing directly to the General Manager prior to appealing to the Civil Service Commission. However, if an appeal is made to the Civil Service Commission prior to appealing to the General Manager, the right to appeal to the General Manager is lost.

If the first appeal is to the General Manager, an appeal cannot be made to the Civil Service Commission until after a decision is made by the General Manager, unless no decision is made by the General Manager within sixty (60) days from date of appeal, after which time the appeal to the General Manager may be terminated by appealing to the Civil Service Commission. An appeal to the General Manager should be directed to him at The Alaska Railroad, Room 306, General Office Building, P. O. Box 7-2111, Anchorage, Alaska, 99510. It must (a) be in writing, (b) give the basis for appeal, (c) state whether a hearing is desired in connection with the appeal, and (d) be submitted no later than ten (10) days after the effective date of removal.

Any employee grievance which does not result from an adverse action under regulations of the Civil Service Commission shall be handled under the rules of this agreement.

Rule 30(a) Grievances

No grievance will be considered unless presented in accordance with Section 10 of the Basic Labor Agreement between The Alaska Railroad and Brotherhood of Railroad Trainmen and Brotherhood of Locomotive Firemen and Engineers of February 20, 1961, and/or in accordance with Civil Service regulations.

Rule 30(b) Discharge and Return to Duty

Trainmen and engineers who are discharged may be reemployed as new hires, or may be reinstated with former rights, at any time, except as prohibited by Civil Service regulations.

Rule 30(c) Reemployment - Voluntary Resignation

A man who voluntarily leaves the service of the Railroad and is reemployed will rank as a new man, except as prohibited by Civil Service regulations, including regulations governing retention roster requirements.

Rule 31 Attending Court

Attending court and jury duty will be governed by the "Act of June 1940" and all rules pertaining thereto.

Rule 32(a) Pass Transportation

Trainmen and engineers whose seniority in service is two (2) years or greater will be granted annual transportation for themselves and fami-

lies over entire system. Those of less seniority will be given trip passes for themselves and families upon request.

Rule 32(b) Pass Privileges

Trainmen and enginemen who have been in the service of the Railroad two (2) consecutive years will be granted an annual pass over the entire system, and after five (5) years' consecutive service will be allowed the privilege of securing through their superintendent such free transportation or reduced rates for themselves and dependent members of their families over steamship lines and over any other railroad in the United States that the management is able to secure, or is permitted to obtain by law.

Rule 33(a) Leave of Absence

Except in case of sickness or disability, leave of absence exceeding six (6) months will not be granted, except that, by mutual consent of the management and authorized representative of the man, a longer leave of absence may be granted.

Rule 33(b) Leave of Absence - Committeemen

Leave of absence will be granted local and general committeemen when on business in connection with their organizations, and such leave will not be charged against personal record of employees. Employees representing the organization as committeemen will be provided with annual transportation over the system for themselves and dependent members of their families.

Rule 34 Assigned to Other Service

In case a trainmen or engineman is assigned to a position other than in train or engine service, or is employed by his respective organiza-

tion, his seniority rights as trainmen or enginemen will not be impaired by reason of such assignment or employment, and his rank on the seniority list will be such as he would have gained had he been continuously employed in train or engine service.

Rule 35(a) Time Slips and Time Allowances

Conductors and engineers will report time of their brakemen and firemen with their own and when time is not allowed as per time slips, each member of the crew will be notified promptly reasons for disallowances and whatever allowances, if any, has been made. If no notice of disallowance is given, time as reported on time slips will be allowed.

Rejected time slips should show date rejected and rule number under which rejected. Time slips submitted by trainmen and enginemen not specifying rule under which time is claimed will be returned for proper submission. Rejected time slips must be returned within thirty (30) days of date received.

Rule 35(b) Mileage Allowance

Mileage allowance will be computed on Time Table distances. Fractions of miles less than .5 will be dropped and .5 or over added.

Rule 35(c) Notification of Deduction

When deductions are made from trainmen and enginemen's pay, they will be given a statement in writing. A slip clipped from a copy of the payroll will meet the requirements of this rule.

Rule 35(d) Claims

For all established shortages, or on claims

adjusted by the committee that amount to ten dollars (\$10.00) or over, time vouchers will be issued upon request. Sums of less than ten dollars (\$10.00) will be carried on the next succeeding payroll.

When time claims are settled between superintendent and committee, the superintendent will notify man or men to whom payments are to be made stating amounts and reasons for allowances and whether it is paid by voucher or being carried on next regular payroll, sending copy of each notification to the General Chairman.

Rule 36 Trainmen and Enginemen Leaving Service

Trainmen and enginemen leaving the service will be paid at the earliest practical time in full, less the authorized deductions which may be found against their pay.

Rule 37 Bond Premiums

Trainmen and enginemen will not be required to pay the premium on bonds except as may be required by law.

Rule 38 Electric or Motor Service

Where steam power is supplanted by electric or motor service, the rules and rates contained herein will apply.

Rule 39 Meals on Duty

Time of trainmen and enginemen will not be discounted for time required to get meals on duty.

Work or road crews will be permitted to eat within four and one-half (4-1/2) to six (6) hours from time on duty or from last meal, pro-

vided they are within reasonable proximity of regular eating places, except that crews in turnaround service may eat once while on duty. Management may designate whether the crew will eat on the northbound or southbound trip.

Rule 40(a) Layoff and Reporting for Duty

Trainmen and engineers desiring to lay off must give ample notice in advance of call.

Rule 40(b) Outside Points

Men laying off and who are located at points on the Railroad will not be recalled for service except in emergency and then only after all available men have been used. Men who are laying off on account of sickness will not be recalled until released by doctor.

Rule 41 Loss or Damage to Equipment

Trainmen and engineers will not be obliged to pay fines for loss or damage to equipment.

Rule 43(a) Coupling and Uncoupling Air Hoses

It will not be the duty of trainmen and engineers to couple air hoses, steam hoses, or test air at terminals where carmen are employed and on duty.

Yardmen required to couple air hoses in yards where carmen are employed and on duty will be allowed one (1) hour in addition to their regular earnings without deduction for the day or shift. Coupling of air between engine and first cars, doubling over and coupling crossings will not constitute penalty payments under this rule.

Yard crews assigned for service at Whittier for service between Whittier and Portage in accord

with Rule 25(h) will be allowed payment for coupling air hose at Portage, when required, as provided in Rule 43.

Yard crews assigned for service at Healy will be allowed payment for coupling air hose at Healy Yard, when required, as provided in Rule 43.

Rule 43(b) Power Vans

Trail crews, when instructed by message, will be required to plug and unplug electric cables, servicing power vans, at fixed locations. When crews are so required, they will receive one hour, at the prevailing rate, in addition to all other earnings and allowances for the day or trip. This rule is applicable to road crews only, and the crew must be instructed by message to perform this service. No discipline will result from any mistake made by crew member, in the plugging or unplugging of these cables, which might result in loss of loading due to spoilage.

Rule 44(a) Handling of Caboose

The following will be observed to its fullest possible extent; there will be a caboose track at all terminals. Caboose will be taken off trains and put on caboose tracks immediately on arrival. Switching with cabooses is prohibited. Where yard crews are on duty, cabooses will not be taken from caboose track and put in the train until two (2) hours before leaving time of train. In work train service, where work trains are double-shifted and cabooses are not available, the management may, if it seems it necessary, provide outfit cars for crews that are off duty in order that one caboose may suffice for both the day and night crews of a work train.

Carmen will be required to clean and service all pool cabooses.

Rule 44(b) Seats on Engines

Comfortable seats will be provided on all freight engines for firemen and head brakemen.

Rule 44(c) Double Loads and Draw Bars

It will not be the duty of trainmen and enginemen to chain double loads or to load draw bars.

Rule 45 Schedules

All trainmen and enginemen will be furnished with a copy of the schedules and supplements thereto.

Rule 46 Train Boxes and Supplies

At terminals where supplies are available, trainmen will not be required to place supplies, except stationery, on cabooses, but are not relieved from knowing that proper equipment and supplies are on cabooses before departing from terminals. The carrier agrees to furnish a warm caboose during the period of October 1 through April 1.

Rule 47 Handling Side Doors, Aprons, etc.

It will not be the duty of trainmen and enginemen to handle cables, side boards, side doors, or aprons, screwdrivers, or to operate dump cars, weed burners, or rail loaders.

Rule 48 Officers Will Not Do Trainmen's Work

General or local officials will not perform the duties of conductors and brakemen in switching or moving trains over main line. When such service is required, a train crew will be called.

Rule 49 Arbitrary - Copy Train Orders

At station or telephone booth or by radio where operators are not assigned, or co-operators are not available, a member of a crew required to copy train orders will be allowed two collars (\$2.00) in addition to all other earnings on the day or trip, regardless of the number of orders or places where same are copied. Engineers will copy train orders when it is not convenient for the conductor to deliver order to engineer. When engineer and conductor are both required to copy train orders, they will both receive payment.

Rule 50 Watching Engines

When so instructed, enginemen will be allowed time for watching engines when tied up at points where no watchman or hostler is employed. Both the engineer and fireman will not be paid for the same time.

Rule 51 Application Approval

The applications of trainmen and enginemen entering the service will be approved or rejected within ninety (90) days. When applicant is not notified to the contrary within the time stated, it will be understood that application is approved; but this article will not operate to prevent the removal from such service of applicant if subsequent to the expiration of ninety (90) days, it is found that the information given by him in his application was false.

Rule 52 Emergency Defined

The word "emergency" as referred to in this agreement is held to mean wrecks, slides, wash-outs, or other unforeseen occurrences that could not have been prevented or avoided. The word

"emergency" will not be construed as a convenience to work crews or men beyond twelve (12) hours in order to avoid using other available men or crews.

Rule 53(a) Meal and Lodging Allowance

Road crews (all classes of service) tied up at other than designated home terminal for four (4) hours or more (when meals and lodging are not provided by the Railroad) each member of the crew so tied up shall be furnished or reimbursed for meals and lodging as follows:

1. At terminals (Seward, Anchorage, Hoaly, Fairbanks), single room will be provided, reimbursement will be made upon presentation of a receipted bill from designated hostelry.

2. At intermediate tie-up points, the Railroad will provide sanitary and comfortable sleeping quarters, single rooms, when commercial facilities are not available.

3. Road crews so tied up (or on release four (4) hours or more) shall receive a meal allowance comparable to charge made by the Railroad for a meal at Railroad operated mess. An additional meal allowance will be provided after being held an additional eight (8) hours.

4. Men called from the Extra Board or used in the capacity of an extra man to fill vacancies at outlying points (30 miles or more from the terminal limits of the location where the extra list from which called is maintained) when held at the outlying point for more than one tour of duty will be entitled to meal and lodging allowances.

5. The payment of meal and lodging shall be a recurring allowance applicable to each twenty-four hour period.

MEMORANDUM OF UNDERSTANDING  
Between  
THE ALASKA RAILROAD  
And  
UNITED TRANSPORTATION UNION

The parties signatory hereto have met and mutually agreed on the following in a joint cooperative effort to improve and enhance the efficiency of the Service in respect to snow service crews.

It is hereby agreed as follows:

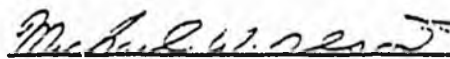
In the absence of Curry, snow service crews may be tied up at Talkeetna and, when commercial facilities are utilized, the Carrier will provide for lodging. Single rooms will be provided in accordance with Rule 53(e).

Preference will be given to acquiring accommodations at the Talkeetna Inn, if available.

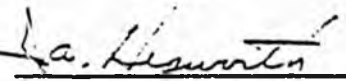
Differences or disputes regarding the application or interpretation of this document will be resolved through joint discussion and consultation between the parties. It is further understood that this Memorandum of Understanding may be cancelled upon thirty (30) calendar days written notice by either party.

FOR THE ORGANIZATION:

FOR THE ALASKA RAILROAD:



Michael W. Olson  
United Transportation Union



J. A. Hepworth  
Acting Supt. of Transportation

Feb 23, 1982  
Date

6. Train and enginemen force assigned to Fairbanks or Anchorage (away from the terminals Seward, Anchorage, Fairbanks, and Healy, where he maintains his residence) shall be provided a \$10.00 daily lodging allowance limited to fifteen (15) days of such assignment.

Rule 53(b) Switch Shanties

Sanitary and comfortable switch shanties will be provided and maintained at the terminals of Seward, Anchorage, and Fairbanks. Lockers, toilets, and washing facilities will be provided, this to apply at the terminal of Whittier. Living accommodations are to be constructed as soon as construction material is available at Curry, Broad Pass and Healy.

Rule 53(c) Transportation of Household Goods

When trainmen and enginemen are obliged to transfer from one point to another on account of change of division or on account of change in runs, free transportation will be furnished their household goods.

Rule 54 Meeting - General Officers

If a meeting with the general officers is desired, a written notice stating subject to be considered must be forwarded to the General Manager fifteen (15) days before date on which conference is desired and date and time will be fixed as soon as practicable.

Rule 55(a) Reduction in Force and Retention Standing

When forces are reduced so that one or more employees must be removed from a given competitive level, the employee or employees to be reduced will be separated according to retention standing established according to Civil Service

regulations pertaining thereto within the given competitive level. Employees with identical multiple appointments will be regarded as in the same competitive level. Employees cut off under this rule will be separated or furloughed from the service, except that men who have retreat rights may exercise such rights according to Civil Service regulations.

Retention standing for use in reduction-in-force action will be established according to the Civil Service Commission regulations governing tenure of competitive service employees, as follows:

Group I includes employees under career appointments who are not serving probation. A career employee in an obligated position is in Group I only when he competes for other positions at or below the grade of his last non-obligated positions, if any.

Group II includes employees serving probation, career-conditional employees, and career employees in obligated positions.

Group III includes indefinite employees, employees under temporary appointments pending establishment of registers, employees serving under term appointment, employees in status quo, and employees under any other non-status, non-temporary appointments.

An employee not meeting the requirements of the above groups will be classed as Below Group III, non-competing employees, which will include employees with unsatisfactory performance ratings and employees with appointments limited to one (1) year or less.

Civil Service regulations require that employees be listed in Groups I, II, and III as (a) preference and (b) nonpreference, and that, within such subgroups, employees are listed in accordance with a service date which takes into account all creditable service with the Federal Government, creditable military service, and performance ratings. For purposes of reduction in force, no employee in the list below Group III has preference over any other, irrespective of whether he does or does not have military service.

Employees in Group III or above rank in order of service date with preference employees having tenure over nonpreference employees within a single group or below. Preference employees in a lower group rank below nonpreference employees in a higher group.

Employees separated in reduction in force will be given preference in reemployment when in accordance with Civil Service regulations.

Rule 55(b) Performance Ratings

It is understood that efficiency ratings will be made annually for all employees covered by this agreement in accordance with the provisions of the Performance Ratings Act of 1950 and Civil Service Commission regulations applicable thereto. In accordance with standards prescribed by the Commission, employees will be rated as "Outstanding," "Satisfactory," or "Unsatisfactory." Such efficiency ratings shall be used in the manner prescribed by the Commission to add to or subtract from length of service preference in reduction-in-force actions. It is understood that a rating of "Unsatisfactory" under the rules of the Commission automatically requires the employees so rated to be placed in the "Below Group III" category. Employees rated "Unsatisfactory" for two (2) successive ratings

periods will be automatically terminated from the service of The Alaska Railroad.

All train and engine service employees will be given an interim rating of "Satisfactory" until the procedures establishing performance ratings on The Alaska Railroad have been approved by the Civil Service Commission and placed into effect.

Rule 56 Retirement Computation - Rotating Assignments

This agreement between the United Transportation Union (Trainmen and Enginemen) and The Alaska Railroad is concluded to provide equality of retirement credits and deductions mutually advantageous to the cooperating needs of the Railroad and the employees represented by the United Transportation Union.

In the rotating assignment, employees are assigned to perform irregular service on alternate weeks of the biweekly pay period, resulting in differing earnings of the weeks within the pay period that it adversely affects retirement credits and contributions made to the fund by the employees and the Railroad.

Employees are required to perform services within the calendar weeks of the pay period of more or less than forty hours per week and service of more or less than 80 hours in the biweekly pay period.

The rotating assignment earnings shall be computed for retirement purposes, and as subject pay on that portion of earnings in the biweekly period that occurs within the first eighty (80) hours of the pay period. The biweekly computation of eighty (80) hours shall be the workweek as within a pay period. Any deviation due to change of work assignments, interruption of ser-

vice by leave, or similar deviation within the pay period from the rotating assignment, computation automatically reverts to the forty-hour weekly computation. Employees shall be assigned to an administrative work pay period.

This agreement shall not contradict the fundamental requirements of the retirement regulations or laws affecting Federal employees covered under the United States Civil Service Retirement Act.

BASIC LABOR AGREEMENT  
ALASKA RAILROAD LABOR POLICY STATEMENT

CONTENTS

|             |  |
|-------------|--|
| Preamble    |  |
| Section 1.  | Definitions  |
| Section 2.  | Compliance   |
| Section 3.  | Scope  |
| Section 4.  | Employee Rights to Labor<br>Representation             |
| Section 5.  | Discrimination Prohibited                              |
| Section 6.  | Determining of Bargaining Rights                       |
| Section 7.  | Duty to Confer   |
| Section 8.  | Written Agreements                                     |
| Section 9.  | Wage Policy  |
| Section 10. | Disputes, Board of Adjustment,<br>Board of Arbitration |
| Section 11. | Bulletin Boards and Distribution<br>of Literature      |
| Section 12. | Labor-Management Cooperation                           |
| Section 13. | Interpretation of Departmental<br>Labor Policy         |
| Section 14. | Effective Date and Duration                            |

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. 3861, dated June 3, 1923, and supplements thereto, 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 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.

**Representative 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 Agreements:** 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 Transportation 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 Transportation 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 representative 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 Department Manual, Department of Transportation, 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 representative of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter meet 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 the 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 signatures 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 Transportation, 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 Transportation for the public purpose.

#### Section 9. Wage Policy

9.1 The making of agreements in regard to 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:

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 operating 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 consumer price index of the Anchorage area exceeds the average consumer prices in all cities of the contiguous 48 states for which place-to-place differentials are computed by the Bureau of Labor Statistics, Department of Labor.

3. That the Bureau of Labor Statistics cost-of-living indexes shall be the basis for determining such an equitable differential between the other 48 states and the Railbelt areas of Alaska.

4. That basic wage increases on the Northern Pacific Railway shall be added to all Alaska Railroad operating 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.

5. At the time of such increases referred to in paragraph 4 above, a cost-of-living differential equal to the Bureau of Labor Statistics cost-of-living differential indexes for Anchorage shall be added; provided that no differential shall be

added when the new Alaska Railroad wage rate is already higher than the corresponding wage rate, by occupation, on the Northern Pacific Railway by a percentage higher than the most recent Bureau of Labor Statistics cost-of-living differential indexes for Anchorage; and provided, further, that cost-of-living differentials shall be added in the amount required to maintain the Alaska Railroad wage rates, by occupation, at a percentage level above the Northern Pacific Railway rates equal to the Bureau of Labor Statistics Anchorage cost-of-living differential indexes.

6. Changes in the index will not affect Alaska Railroad cost-of-living differentials until the next following wage adjustment on the Northern Pacific Railway and will be effective coincident with such Northern Pacific wage adjustments.

7. It is agreed that:

a. The dollars and cents difference between Anchorage and Fairbanks cooperating employees' pay rates in effect as of January 1, 1974, shall be maintained for positions at Healy, Alaska, and north in lieu of a consumer price index for Fairbanks and shall provide a cost-of-living allowance for assigned positions with home terminal on the existing subdivision from and including Healy, Alaska, and north.

b. The computation of the consumer price index for Anchorage, and the average consumer price indexes for the other 48 states, shall provide a cost-of-living allowance for assigned positions with home terminal south of Healy, Alaska.

8. 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.

9. Because of the differences between The Alaska Railroad and the Northern Pacific Railway in methods of computation of passenger conductors' and brakemen's rates on The Alaska Railroad, it is agreed that the passenger conductor's daily rate will be computed at a level \$1.37 per hundred miles less than the rate for a freight conductor. It is also agreed that the basic rate for passenger brakemen will be computed at \$0.84 per one hundred miles less than freight brakemen.

10. Because of the lack of similarity in the occupation of hostler on The Alaska Railroad and the Northern Pacific Railway, the rate of yard engineer on the Northern Pacific Railway will be used as the basis for terminal hostler on The Alaska Railroad. The rate for engineer hostler on The Alaska Railroad will be computed at \$0.88 per day more than the rate of terminal hostler on The Alaska Railroad. The rate for hostler helper will be the rate of yard fireman on The Alaska Railroad.

11. It is agreed that wage increases as specified in this agreement will not be applied retroactively to any operating 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.

12. 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.

9.7 Dental Insurance Benefit:

a. The Employer will pay the premiums specified so that each employee of the bargaining unit may enjoy dental insurance coverage under the terms of the Railroad Employees' National Dental Plan.

b. The terms and conditions of coverage including method of making claim, and premium amounts payable, shall be established by representatives of the National Railway Labor Conference, the United Transportation Union at the National level, and the insurance carrier selected by them.

(Rule 9.3 Revised Jan. 1973)

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 official 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 actual 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, rules and working conditions, and operating and safety rules for the employees of The Alaska Railroad, as represented by the Brotherhood of Railroad Trainmen and the Brotherhood of Locomotive Firemen and Enginemen, 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.

J. The Brotherhood General Chairman will not make any request for the submission of any case to the Adjustment Board until thirty days after receiving the General Manager's final decision, but will serve notice in writing on the General Manager of his intention to do so within sixty days after receiving notice of the General Manager's final decision if authorized to do so by the fact-finding board.

(a) During the thirty-day period referred to above, the case or cases will be submitted to a fact-finding board composed of three members of the Brotherhood of Railroad Trainmen and three members of the Brotherhood of Locomotive Firemen and Enginemen, appointed by each organization, who will consider the case or cases. After consideration, a decision will be made by this board as to whether a request will be made for an Adjustment Board hearing. Their decision will be binding on the General Chairman involved, at which time a conference will be arranged between the representative of the employees and the General Manager or Assistant General Manager in a final effort to reach agreement. Failing to agree, the case or cases will revert to the Adjustment Board.

4. 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.

5. 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 Transportation 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 communication.

6. 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.

7. 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.

8. 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.

9. 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.

10. Memorandum of Understanding: That effective date of this agreement shall constitute the cut-off date prior to which no grievance shall have access to the Board, except that such grievances as are specifically agreed upon in writing at the time of signing of this agreement may be presented to the Board even though they originate prior to this agreement.

ii. 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 railroad wage rules are unsuccessful, the Railroad and the labor organization or labor organizations 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 consent.

5. A provision that, within a reasonable time, hearing 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 meeting of the Board of Arbitration shall constitute the full and complete record of the arbitration.

9. 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 Transportation within thirty days from receipt in the Office of the Secretary, Department of Transportation, 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 Transportation, other parties of the Board shall receive copies of such correspondence and communications.

10. 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 Transportation 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 unions 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

11.1 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 of 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 officials. There shall be no interference with the performance of official duty of employees during working hours.

11.2 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; or 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.

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.

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.

a. 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.

b. The payroll deduction authorized herein shall become effective the first full pay period following its receipt in the Accounting Section.

c. 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 authorizations, specified in Sections 11.2a and 11.2b, 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 tax
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

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.

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 re-assigned to a Railroad segment whose employees have representation by another employees 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.

11.3 No charge shall be made against the Organization for dues withholding.

11.4 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.

11.5 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.

11.6 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 noncompliance with, any part of this agreement.

11.7 The Organization shall indemnify, defend, and save harmless the Railroad from the execution of, or compliance with, the provisions of this agreement.

11.8 This agreement shall become effective pay period beginning December 23, 1973, 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 this 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.

#### 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 Benefit 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 Transportation issued January 1959 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 Transportation. After such approval renewal of this Basic Labor Agreement will be automatic from year to year.

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 Transportation.

The printing of the Agreement, Schedule of Pay, Rules and Regulations governing Locomotive Engineers, Locomotive Firemen, Conductors, Brakemen, Baggage men and Hostlers, is a consolidation of agreement placed in effect March 10, 1957, and Supplements No. 1 through 57. Also, under cover is consolidation of the Basic Labor Agreement placed into effect February 20, 1961, and Supplements No. 1 through 5. "Department of Transportation" was substituted for "Department of Interior" throughout text of this Agreement. Typing errors or omissions in the revised printing of these Agreements will be corrected, and in no way does this consolidation change rule interpretations.

Dated at Anchorage, Alaska, February 7, 1980.

## ACCELERATED TRAINING PROGRAM FOR CONDUCTORS

In order to establish a formal training program combining on-the-job training with accelerated classroom instruction to qualify and promote brakemen to conductors, the following provisions will apply:

### 1. General

A. The selection and training of brakemen as conductors under this program will be made in accordance with their seniority. Each brakeman shall be given a seniority date as a brakeman in accordance with applicable agreements now in effect. Brakemen shall be required to accept training and promotion according to their relative standing on the brakemen's seniority roster.

B. Exception to Rule 28(f)(2). Brakemen who have been in service of The Alaska Railroad as such for a period of 18 months (consecutive) may be entered into the accelerated training program and will be required to take promotion to conductor in the order of their seniority. Brakemen who decline, do not appear to take examination, or fail the examination for promotion, Rule 28(g) will apply. No employee shall be eligible to be promoted to conductor without first entering the service as brakeman and completing the training program except as permitted in Rule 28(f)(2) of present working agreement.

C. No brakeman shall be deprived of the right to examination for promotion in accordance with seniority because of any failure to take examination because of the requirements of the Railroad's service, by sickness, injury, or by other approved

leave of absence; provided that upon return such brakeman shall be immediately called and required to take examination and accept proper assignment. If a junior brakeman is promoted out of turn to conductor, such junior brakeman will rank below any senior brakeman as a conductor when such senior brakeman completes the training program and passes required examination.

## II. Training Program

A. The training program shall consist of classroom instruction and on-the-job training as deemed necessary by The Alaska Railroad. Materials, books, and instruction shall be furnished by The Alaska Railroad.

B. Examination will be prepared and administered by The Alaska Railroad. Equal opportunity will be afforded in administering examinations.

C. The training program will consist of 6 weeks of intensified classroom instruction and on-the-job training. See Attachment #1 Training Schedule.

D. The Alaska Railroad shall establish a training schedule as near as practicable on the basis of 40 hours per week, 8 hours per day. Brakemen participating in the training program will not be permitted to mark up for service on unassigned days if other qualified regular or extra employees are available. If so used in other service during scheduled training program, earnings for that service will be in addition to the weekly rate set forth in this agreement.

E. The General Chairman shall be furnished the name and address of each brakeman entering the training program showing

the date he is placed in training. Further, the General Chairman will be advised by The Alaska Railroad of the names of instructors in charge of administering the training program.

F. Upon completion of the accelerated training program, participants will be required to pass a satisfactory examination. Once qualified, they may exercise their seniority in accordance with existing agreement.

G. Brakemen who decline, do not appear to take examination or fail the examination for promotion, Rule 29(g) will apply. Brakemen who after starting the training program are unable to continue the training due to sickness or approved leave of absence, will not be regarded as having failed. Additional opportunity for training to qualify will be provided as mutually agreed upon by the instructor(s) and UTU General Chairman.

### III. Compensation During Training

A. Brakemen participating in the accelerated training program to qualify for promotion to conductor will be paid a daily rate comparable to the averaged daily rate of a yard brakeman and extra board brakeman during classroom orientation and instruction.

#### Example:

5 X yard brakeman with air  
7 X brakeman extra board guaranteed rate.  
Total and divide by 10 for daily rate of compensation payable trainee.

The daily earning will be proportionately reduced for any scheduled training day that a brakeman absents himself of his own volition. Existing contract provisions will apply for the payment of approved absences (sick and annual leave).

B. While receiving on-the-job training, conducted under the direct supervision of the conductor regularly assigned, the trainee will receive the brakeman's rate of pay concurrent with applicable provisions of the present working agreement.

C. Brakemen participating in the accelerated training program when assigned at outlying points where permanent residence is maintained, other than location where instruction is conducted, will be allowed meal and lodging allowance consistent with that provided for in Rules 53(a), 53(a)-1, 53(a)-3, and 53(a)-5 (two meals and one lodging allowance in each twenty-four hour period).

#### IV. Supervision and Responsibility While Receiving On-the-Job Training

When brakemen participating in the training program are required to receive on-the-job training, the conductor on the job selected will acquaint the brakeman in training with the responsibilities and functions of conductors under actual working conditions subject to the following:

1. The brakeman in training status will be permitted to direct movement and perform other functions under direction of the conductor.

2. While the conductor cannot be relieved from his responsibility for the safe operation of his train, engine movements coupled with or without cars, he will not be held responsible for

damages to equipment and/or property caused by brakeman trainees' judgment decisions in the performance of work assignments.

V. Effect on Existing Agreements

This agreement will supersede existing agreements relating to the training, qualifying and promotion of brakemen represented by the UTU only to the extent set forth herein.

## ACCELERATED PROMOTION PROGRAM FOR ENGINEERS

The Alaska Railroad and the United Transportation Union desire at this time to establish a formal training program which, together with on-the-job training, will accelerate training, qualifying and promotion of firemen to the craft of locomotive engineers. They therefore enter into this Agreement:

### ARTICLE I - GENERAL

A. The Alaska Railroad will establish and maintain a training program to accelerate the training, qualifying, and promotion of firemen to the craft of locomotive engineers in accordance with the terms of this Agreement.

B. The recruitment, selection, employment, and training of firemen under this program shall be without discrimination because of race, creed, color, religion, national origin, sex, or union membership.

### ARTICLE II - ELIGIBILITY

A.1. Each fireman shall be given a seniority date as a fireman in accordance with applicable agreements now in effect. Firemen shall be required to accept training and promotion according to their relative standing on the Firemen's Seniority Roster.

A.2. No employee shall be eligible to be promoted to the craft of locomotive engineer without first entering the service as fireman and completing the training set forth herein except as permitted in Rule 29(f)-1, of our present working agreement. When this training program is initiated, firemen with a seniority date prior to January 1, 1975, will not be run around by locomotive engineers hired under Rule 29(f)-1. If this training program does not

produce sufficient number of qualified engineers in six months, the Railroad will recruit experienced engineers who will accrue and maintain engineer's seniority per rule 29(f)-i.

B. The Alaska Railroad will expedite the training, qualifying, and promotion of firemen having a seniority date as such on the effective date of this Agreement, and such training, qualifying, and promotion will be completed before the training, qualifying, and promotion of new firemen becomes applicable under the terms of this Agreement. In the application of this paragraph, any existing agreement between the parties requiring a minimum length of service before a fireman is eligible for promotion and qualification to various engineers' services is superseded by this Agreement.

C. No fireman shall be deprived of his rights to examinations, nor to promotion in accordance with his relative standing on the firemen's roster, because of any failure to take his examination by reason of the requirements of the Railroad's service, by sickness or by other approved leave of absence; provided that upon his return he shall be immediately called and required to take examination and accept proper assignment.

D. If a junior fireman is promoted out of turn to engineer, such junior fireman will rank below any senior fireman as an engineer, when such senior fireman completes the program and is given a certificate as an engineer.

E. If there is an immediate need for locomotive engineers, firemen may be required to enter the training program in seniority order irrespective of their length of service as firemen.

### ARTICLE III - TRAINING PROGRAM

A. The training program shall consist of classroom instructions and work experience as determined by The Alaska Railroad. As necessary, classrooms, books, materials, and instructions shall be furnished by The Alaska Railroad.

B. Examinations will be prepared and administered by The Alaska Railroad.

C. The training program and any intended substantial changes therein shall be reviewed from time to time by the ARR representative and the UTU.

D. The General Chairman shall be furnished the name and address of each fireman entering the training program, showing the date he is placed in training. Further, the General Chairman will be advised by the ARR of the names and location of the supervisors in charge of administering the training program.

E. The ARR shall establish a training program schedule and if the schedule does not require attendance on a day or days of a calendar week, firemen will be considered assigned to the training program but will be permitted to return to their home point and back to training point at their expense. Under these circumstances, a fireman will not be permitted to mark up for service.

F. When firemen are not assigned to scheduled training programs, they shall be required to exercise their seniority with the understanding that in so doing they will meet requirements in various classes of service.

G. As near as practicable, training days will be scheduled not to exceed eight hours, it

being recognized, however, that single trips for on-the-job training may of necessity exceed such hours.

H. Firemen assigned to a scheduled training program will not be used in other service prior to completion of the training program if any qualified regular or extra engine service employees are available.

On days firemen assigned to a scheduled training program are not scheduled for training, they will not be permitted to exercise their seniority.

I. If a fireman is used in other service during a scheduled training program, his earnings for that service will be in addition to the weekly rate set forth in this Agreement.

J. Firemen who, after starting the training program, are unable to continue the training due to sickness or approved leave of absence will not be regarded as having failed. The decision as to whether they must start the program at the beginning or at another point in the program will be made by the instructor(s) after consulting with the United Transportation Union.

K. Firemen who are assigned to a regular road train crew as part of the training course shall be paid as though they are part of the regular crew and shall receive all benefits now applicable as per present agreement.

L. When the ARR requires work experience on assignments that otherwise would not be available to individual firemen in time to permit compliance with the requirements of the training program, the ARR will designate a sufficient number of such assignments on which firemen may exercise their seniority for the

period necessary to satisfy such requirements. In such cases the fireman will not be subject to displacement until he has accumulated the necessary work experience, except he may be displaced by a senior fireman who would otherwise be placed in a furloughed status.

M. A fireman may be forced from his regular assignment to permit a fireman in training to obtain necessary work experience on such assignment. When a senior fireman is forced from his assignment by a fireman his junior, under such circumstances he will be paid not less than he would have been paid on the assignment from which he was removed.

N. Adequate records of firemen on-the-job and classroom training progress shall be maintained and reviewed with the General Chairman on request.

O. All unprotected firemen who are now on the seniority roster shall be considered locomotive engineer trainees as directed by the Railroad in seniority order.

P. All firemen trainees shall be enrolled in accredited correspondence course for apprentice locomotive engineers. The course shall be for one (1) year and all lessons will be completed promptly and grades maintained satisfactorily. Failure to complete lessons on time and correctly will constitute a failure to qualify, and shall as of the date so notified follow and be junior as fireman to the youngest man on the fireman seniority list until such time as incumbent could be reassigned or employment severed.

Q. Within the first year, the locomotive fireman trainee shall be enrolled in a scheduled training program which shall consist of three (3) months. Exception: by mutual agreement between The Alaska Railroad and UTU representative

trainee may be qualified on basis of experience.

R. He shall be assigned to a regular yard crew for on-the-job training and be permitted to acquire sufficient knowledge and skill to perform the duties of yard locomotive engineer.

S. His scheduled training shall generally consist of being assigned to a regular crew four (4) days per week and one (1) day per week of formal instructions given by the Rules Examiner, Road Foreman of Engines, and shop instructors.

T. Fireman trainees required to present themselves for orientation and classroom instruction, when assigned at outlying points where permanent residence is maintained, other than location where instruction is presented will be allowed meal and lodging allowance comparable to that provided for in Rules 53(a), 53(a)-1, 53(a)-5 (two meals and one lodging allowance in each twenty-four hour period).

U. At the end of each month, the fireman trainee shall be given an oral and written exercise or examination. The fireman trainee shall complete the required Transportation Rules and Regulations, and Mechanical and Air Brake Rules satisfactorily at the end of or before the 90-day scheduled training period.

#### ARTICLE IV - COMPLETION OF PROGRAM SATISFACTORILY

A. Upon successful completion of the training program, the fireman shall be certified as a locomotive engineer and shall be awarded a certificate as to qualifications acquired and maintained engineer's seniority in accordance with these qualifications and all applicable agreements. Upon such certification, the ARR shall supply the UTU General Chairman with the

names of the firemen so certified and the date of the certification.

B. Once qualified as a locomotive engineer, he may exercise seniority in accordance with his service and in accordance with his qualifications and existing agreement.

C. Within twelve (12) months after entering the training program as locomotive engineer, he will be eligible to be qualified in all classes of service without restriction as a locomotive engineer, provided the opportunity has been available to acquire sufficient knowledge and has demonstrated his ability to safely and skillfully perform these duties as approved by the Road Foreman of Engines. If, after twelve (12) months following completion of training, locomotive engineer is not fully qualified due to schedule of assignment or lack of opportunity, ARR will provide additional training to qualify these engineers in all classes of service.

D. Engineers not qualified for all classes of service cannot hold positions on the Engineer's Extra Board until such time as they are qualified by the Road Foreman of Engines.

#### ARTICLE V - FAILURE TO COMPLETE SATISFACTORILY

A. When, in the opinion of the ARR instructor(s), it becomes apparent that a fireman will not complete the training satisfactorily, he will be required to consult with the ARR instructor(s) and General Chairman of the UTU for the purpose of identifying and possibly overcoming this problem.

B. If a fireman under this training program fails to pass the required final examination on the first attempt, he will be given a second opportunity to pass such examination.

The second examination will be taken not less than sixty (60) days after failure of the first examination. The second examination will be held at the same point as the first if practicable or unless otherwise mutually agreed upon. Failure to complete the training program in accordance with the terms of this Agreement or failure to pass the final examination on the second attempt will constitute a failure to qualify and shall as of the date so notified follow and be junior as firemen to the youngest man on the fireman's seniority list until such time as incumbent could be reassigned to more suitable employment.

During the period while awaiting and taking reexamination, firemen will not be compensated nor allowed any expenses as firemen under this Agreement, but they will be permitted to sit in on any classroom instructions given to other firemen.

During the period while awaiting and taking the second examination, firemen may exercise their seniority.

#### ARTICLE VI - COMPENSATION DURING TRAINING

A. Existing agreements between the parties which provide for the payment of daily, weekly, or monthly rates of pay in excess of those set forth in this Agreement for training, qualification, and promotion of firemen, or which provide for payment of an allowance for instructor(s) or which provide for preservation of the without-fireman rates of pay, will remain in full force and effect unless otherwise mutually agreed to by the parties on the individual Carrier.

B. Firemen trainees who have a seniority date prior to January 1, 1975, will be paid while in training the pay of the assignment from

which removed to enter the training program. Firemen trainees who enter the training program with a seniority date after January 1, 1975, will be paid a basic weekly rate of \$319.10. This rate is subject to future wage increases. Computation of the weekly rate designated above was made as follows:

Example: 5 X yard firemen's rate and  
7 X the firemen's extra board rate  
and added and divided by 2 for the  
weekly average.

C. The earnings guarantee herein provided will be proportionately reduced for any scheduled training day that a fireman is absent of his own volition, based on a five-day week.

#### ARTICLE VII - SUPERVISION OF FIREMEN IN THE TRAINING PROGRAM

When firemen participating in the training program are required to receive on-the-job training, the engineer on the job selected will acquaint the fireman in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

A. The fireman in training will be permitted to operate the engine and perform other functions under direction of the engineer.

B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged draw-bars, or rough handling when the engine is operated by the fireman in training.

C. The presence of a fireman in training will not affect the engineer rate of pay when operating without a fireman.

D. Engineer(s) will be required to complete progress reports as may be directed by the Road Foreman of Engines/Trainmaster.

ARTICLE VIII - MISCELLANEOUS

A. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees party to this Agreement, and the officer designated by the ARR may mutually enter into additional written understandings to implement this Agreement or to preserve existing training agreements.

ARTICLE IX - EFFECT ON EXISTING AGREEMENTS

This Agreement will supersede existing agreements relating to the training, qualifying, and promotion of firemen represented by the UTU only to the extent set forth herein.

**CREW CONSIST AGREEMENT**  
between  
**THE ALASKA RAILROAD**  
and the  
**UNITED TRANSPORTATION UNION**

This Agreement, and attached Implementing Memorandum, by and between The Alaska Railroad and the United Transportation Union, is in full and final settlement of the original notice served by the carrier October 23, 1977 and subsequent notice of March 24, 1980, and subsequent discussions between the parties as they pertain to the consist of crews in train and yard service.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. The parties will finalize the necessary implementing provisions to become effective concurrent with this Agreement consistent with the following.
2. The consist of the road freight train and yard crews, except as otherwise provided in this Agreement, shall be not less than one conductor two brakemen. Such a crew will hereinafter be referred to as a standard crew.
3. The reduction of road freight service brakemen or yard brakemen positions from any crew shall be made solely on a pure accretion basis, i.e. no brakeman positions available to a protected employee under schedule rules will be blanked, nor will a protected employee be laid off or remain on lay-off as long as a reduced crew is operating on the system, except under certain conditions provided for in this Agreement, or agreements hereinafter pursuant to the provisions of this Agreement.
4. Protected employees are all trainmen in train/yard service who are on the rolls of The Alaska Railroad as of January 1, 1981, with a seniority date prior to April 15, 1980. Trainmen in train/yard service with a seniority date after April 15, 1980, are non-protected employees.
5. Effective with the date of the Agreement, trainmen in road or yard service, both protected employees and non-protected employees, working on a reduced crew shall each be paid a Special Allowance of \$5.67 for each road trip or yard tour of duty worked on a reduced crew, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew. This special allowance is subject to all future wage and cost-of-living allowance adjustments becoming effective subsequent to the date of this Agreement.
6. A protected employee shall retain the right to exercise seniority to any second brakeman position, except those specified in paragraph 3 hereof provided that their services are not required on a must-fill position as set forth in the Implementing Agreement.

7. For each yard tour of duty or road freight service trip (including a business or new service and service performed on nonrevenue trains) that crew is operated as a reduced crew of one conductor and one brakeman, the Railroad will pay to protected employees working on the reduced crew the following:

- a) for yard tours of duty and road freight service trips of 150 miles or less, each protected employee will be paid \$32.23. Total payment per reduced crew operated will not exceed \$64.46.
- b) for road freight service trips in excess of 150 miles, each protected employee will be paid \$32.79. Total payment per reduced crew operated will not exceed \$105.58.

These payments will be made to protected employees directly on a pay period basis and will not be subject to future general wage increases or cost-of-living adjustments.

8. New business or new service operations, i.e., business not formerly handled by the Carrier for which identifiable service is established to compete with other modes of transportation, may be operated with a train crew of not less than one conductor and one brakeman, provided that such trains do not exceed 121 cars, including caboose(s), or 6,840 feet in length.

8.1 All non-revenue trains, such as Hours of Service relief crews, snow plows, work trains, wreck trains, may be operated with a reduced crew of not less than one conductor and one brakeman.

9. Effective with the date of this Agreement, the following car limits and train length limitations shall be made effective in road service:

Trains of 1 to 71 cars, but not to exceed 4,015 feet in length, inclusive of caboose(s), may be operated with a reduced crew of one conductor and one brakeman, subject to other provisions of this Agreement.

Trains of 71 to 121 cars, but not to exceed 6,840 feet in length, inclusive of caboose(s), may be operated with a reduced crew of one conductor and one brakeman only by agreement between the UTU General Chairman and the Railroad's Superintendent of Transportation.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, inclusive of caboose(s), may be operated only with a standard crew.

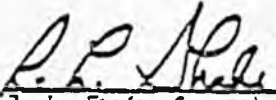
10. The parties of this Agreement shall not serve or progress, prior to the expiration of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing: (1) pure

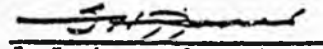
attrition, (2) protected employees, (3) car limits and train lengths, (4) special allowances, or (5) productivity savings shares and the administration thereof. This paragraph will not bar the parties from making changes in the provisions of this Agreement by mutual agreement.

Signed at Anchorage, Alaska this 25<sup>th</sup> day of July, 1981.

For the ORGANIZATION


For THE ALASKA RAILROAD

  
L. L. Soaks, General Chairman  
United Transportation Union

  
F. A. Jones, General Manager  
The Alaska Railroad

APPROVED:

APPROVED:

  
F. D. Dudley, International  
Vice President  
United Transportation Union

  
Robert Bianchetto, Administrative  
Federal Railroad Administration

MEMORANDUM IMPLEMENTING THE  
CREW CONSIST AGREEMENT  
Between  
THE ALASKA RAILROAD  
and the  
UNITED TRANSPORTATION UNION

PART I

ARTICLE I - CONDITIONS

1. All road freight crews and all yard crews shall consist of not less than conductor and two brakeman except as otherwise provided by this agreement.
2. Except as specifically limited by the Crew Consist Agreement dated February 20, 1982, and by this Implementing Memorandum, all road freight and yard crews may be operated as "reduced crews" consisting of one conductor and one brakeman.
3. The minimum crew size shall consist of not less than one conductor and one brakeman and no service shall be required of any crew manned by less than one conductor and one brakeman except by agreement between the parties signat hereto.
4. The Carrier is not restricted from operating any reduced crew with a crew consist in excess of the minimum of one conductor and one brakeman.
5. The Carrier is not restricted by this Agreement from establishing by agreement or continuing assignments by existing agreements which have been single-position assignments such as, but not limited to, pilots.
6. No protected employee will be moved from a standard crew of a conductor two brakemen to a reduced crew of a conductor and one brakeman in order to operate such crew a standard crew of a conductor and two brakeman.
7. Employees who are not protected employees as defined by the Crew Consist Agreement will not have any claim to be blanked or blankable positions, but shall be used in proper turn on must-fill vacancies.
8. Payment made to employees pursuant to paragraph 7 of the Memorandum of Agreement shall not be computed in computing vacation pay.

ARTICLE II - DEFINITIONS

1. (a) Regular "must-fill" positions in road or yard service for which no assignment has been received will be filled by assigning: (1) junior protected employee from the extra board in accordance with existing Schedule Rules; (2) junior protected employee occupying a blankable position.  
(b) In circumstances in which there are two or more must-fill positions to be filled, the employees to be assigned shall have preference by seniority in the positions to be filled.

2. (a) The term "must-fill" positions are positions covered by agreements between the Carrier and the UIC, except second brakeman positions in road freight and yard service which may be blanked pursuant to the Crew Consist Agreement or to this Memorandum.

(b) The term "blanked" position refers to the second brakeman position on a crew which is not filled and the crew therefore works as a "reduced crew."

(c) The term "blankable" position refers to the second brakeman position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman.

#### ARTICLE III - EXTRA BOARDS

Section 1. (a) Yard Vacancies. Subject to applicable Schedule Rules, protected employees on the Extra Board will be called for all blankable yard vacancies unless their services are required for a known must-fill vacancy.

An extra protected employee may be held for a known must-fill vacancy and should such vacancy not materialize, the employee will be paid a basic day's pay and retain first-out position on the extra board. It is further understood that such extra protected employees called for and performing subsequent service will be compensated under existing applicable Schedule Rules.

(b) Road Vacancies. Protected employees on the Extra Board will be called for all second brakeman vacancies unless their services are required for a known must-fill vacancy.

An extra protected employee may be held for a known must-fill vacancy. If the held employee fills the vacancy and the earnings therefrom are less than earnings of the assignment to which entitled, the employee shall be paid the difference in earnings and placed on the extra board after completion of the tour of duty worked in accordance with the existing Schedule Rules without regard to the assignment missed.

Should such vacancy not materialize, the employee will be paid the earnings of the assignment to which entitled had such employee not been held and will be placed on the extra board in the same manner as though the employee had worked such assignment.

Should such employee be used in emergency while being withheld from the extra board in these circumstances, earnings therefrom shall not be less than earnings of the job held for.

#### Section 2. Force Assigning from Blankable Positions.

(a) Must-Fill Yard Vacancy. When there are no extra men available on the extra board and there is a known must fill yard vacancy, the available protected yard brakeman holding a blankable yard brakeman position will be required to fill the position for one tour of duty, as follows:

Use the junior protected brakeman on a shift:

- First: Same starting point within a terminal with the (1) same starting time  
(2) earlier starting time  
(3) later starting time
- Second: At another starting point within a terminal with the (4) same starting time  
(5) earlier starting time  
(6) later starting time
- Third: If the vacancy cannot be filled by any of the above, then procedures of existing Schedule Rules shall apply.

If the protected yard brakeman is not used on the vacancy for which he is such brakeman will be paid loss of earnings. If used at the same starting as their regular assignment, the employee will be paid at pro rata rate for regular eight (8) hour period and actual overtime worked. If used in advance of, or later than, the regular starting time, the employee will be paid at one and one-half for the shift.

(b) Misc-Fill Road Vacancy at Extra Board Points. When there are no brakemen available and there is a known misc-fill road vacancy, the most junior available protected yard/road brakeman, holding a blankable brakeman position at that location, will be used to fill the position for one trip or one tour of duty without loss of earnings. If the vacancy cannot be filled in this manner, existing rules will apply.

(c) Misc-Fill Vacancy at Far Terminal. At the away from home terminal where a protecting extra board is not maintained, if there is a known misc-fill brakeman's position, the junior protected brakeman assigned or protecting a blankable position at the location where the misc-fill position exists will be used and will be returned to point of assignment at completion of trip. Compensation shall be paid in accordance with existing Schedule Rules for rate at point of assignment.

Section 1. Extra Board Regulation. (a) Extra lists will be regular in accordance with existing rules and practices predicated as nearly as possible on "misc-fill" positions in keeping with subsection (b) hereof.

(b) The Carrier shall maintain a sufficient number of employees to permit reasonable lay-off privileges and to protect vacations, annual and sick leave days and other extended vacancies.

#### ARTICLE IV - BULLETINS

1. Bulletin rules of the existing Basic Schedule Rules and Agreements are hereby modified to provide for the following:

(a) Blankable vacancies shall be designated by bulletins as "blankable" signifying such vacancy or vacancies are open to bid or application only from protected employees.

(b) Where Schedule Rules provide such vacancies must be bulletined and bid is received for a blankable vacancy from an eligible protected employee during the bulletin period, the vacancy will not be subbulletined and may thereafter be filled only by an eligible protected employee having a displacement right.

#### ARTICLE V - REPORT FOR WORK, COMPLETION OF SHIFT

1. In the event a standard yard or road freight crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis. Should the absent member of a yard crew fail to report within one hour, or if the absent member of a road crew fails to report before departure of the train, the remaining crew members shall finish that tour of duty, receiving the Special Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance.

2. If a brakeman on a standard yard crew marks off after being on duty less than 4 hours, he shall be paid for the actual time on duty. The remaining two crew members may be required to complete the trip or tour of duty and receive the Special Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance.

3. If a trainman on a standard train crew marks off after being on duty four (4) hours or more, he shall be paid for the actual time on duty. If the remaining two crew members are required to work more than two (2) hours as a reduced crew, they will be paid the Special Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance.

4. If a trainman on a standard train crew on a straightaway road assignment marks off sick or is not available to cover his return train from his away-from-home terminal, the remaining two crew members may be required to work back to their home terminal, providing train length does not exceed 121 cars or 6,340 feet, receiving the Special Allowance and protected trainmen shall be allowed the Productivity Savings Allowance.

#### ARTICLE VI - RADIOS

Portable radios will be furnished for use by all members of reduced crews consisting of one conductor and one brakeman. The Carrier will be responsible for maintenance of radios and sufficient frequency channels will be utilized to provide proper communication.

Portable radios for use and carried by trainmen will not exceed three pounds and will be equipped with a suitable holder which will firmly hold radio close to the body or will be of such size as to permit being placed coat or trouser pocket.

Portable radios hereafter purchased will not exceed the size and weight those presently in use.

#### ARTICLE VII - JURISDICTION

No Carrier supervisor, official or non-traffic employees (including yard masters) shall be used to supplant or substitute in the exclusive work of a train or yard crew:

#### ARTICLE VIII - TRANSFER TO ENGINE SERVICE

Subject to the Carrier's legal obligations, when selecting new applicants for service in the fireman craft represented by the UMW, opportunity shall be given to employees in train and yard service represented by the United Transportation Union on the basis of their relative seniority standings, fit and other qualifications being equal. The Carrier will post notice when new applicants.

#### ARTICLE IX - PASSENGER SERVICE

Nothing in this Agreement changes existing Crew Consist agreements in passenger service, nor precludes negotiation of such matters by the parties hereto.

Application of Crew Consist Agreement and Interpretation

Conductor - Extra Board Fairbanks

Not required to call conductors to protect blankable brakeman positions except encumbered blankable positions vacant by leave.

Protected employees required to fill blankable position from Brakeman's Extra Board. Such protected employees will only be called to fill those blankable positions encumbered and for some reason vacated for leave or vacated by seniority move of employee. On blanked blankable position, the carrier will not be required to fill with protected employees from Brakeman's Board; however, may be filled at Management's discretion.

11/4/01

PART II

INTERPRETATIVE QUESTIONS AND ANSWERS

ARTICLE I - CONDITIONS

Section 5

- Q. Does the minimum crew consist in any way affect single assignments, as pilots, etc.?
- A. The minimum crew consist does not pertain to single assignments.

CREW CONSIST AGREEMENT

Section 8 - New Business or Service

- Q1. A freight/yard assignment regularly services an industry or industry. A new industry is later established which generates new business requiring freight/yard service. May this freight/yard assignment be operated with a reduced crew under the new business concept?
- A. No, extension of the existing freight/yard assignment to include servicing of the new industry would not constitute new business.
- Q2. When could new business and new service qualify for using a reduced crew?
- A. When the new business results in having to provide new service to exclusively accommodate the new business.
- Q3. May a new road switcher assignment be considered as new business or service?
- A. Consistent with Questions 1 and 2 herein, a new road switcher assignment may be operated with a reduced crew when providing new service to exclusively accommodate the new business.

Section 6.1 - Non-Revenue

- Q1. May the Carrier call a reduced crew to perform relief service when the train to be relieved has a required standard crew?
- A. Yes, provided no other work is performed, such as switching, set out and/or pick up, etc.
- Q2. In reference to Question 1, would this restriction apply if the train relieved did not require a standard crew?
- A. No.

Q3. In situations where relief service is protected by first-out through freight crews at their away-from-home terminal instead of an extra board, would all members of a one and two crew be used for the relief service?

A. Yes, the Crew Consist of the through freight crew in this instance would not be broken.

#### ARTICLE III - DEFINITIONS

##### Section 2 - Blankable Positions

Q1. Do protected employees have the right to fill blankable brakeman positions?

A. Yes, as provided in this Agreement.

Q2. Is it necessary to bulletin a blankable brakeman position?

A. Yes, as provided in Article 17 of this Agreement.

Q3. Must blankable brakeman positions under bulletin be filled from the protecting extra boards by protected employees?

A. Yes, subject to the availability of protected brakeman and other provisions of this Agreement.

Q4. May protected employees exercise seniority to blankable positions under bulletin in accordance with Schedule Rules or Agreement?

A. Yes.

Q5. Do non-protected brakemen have the right to blankable positions?

A. No.

#### ARTICLE IV - DISPLACEMENT RIGHTS

Q1. How shall a protected employee acquire the right to exercise seniority to a blankable (blanked) position?

A. By seniority right to obtain such position under governing existing Schedule Rules, i.e., bulletin or displacement, and as further provided in this Agreement.

Q2. Does a protected employee retain the right to take a blanked or blankable position even though it was passed up previously?

A. Yes, provided he is entitled to an exercise of seniority under the applicable Schedule Rules.

ARTICLE III - EXTRA BOARDS - SENIORITY

Q1. If a protected extra board brakeman is held for a must-fill vacancy; when must the employee be notified of the must-fill vacancy?

A. The brakeman will be notified as soon as possible but not later than the calling time of the assignment from which withheld.

Q2. Should a protected brakeman be held for a known must-fill vacancy; after notified, an earlier must-fill vacancy becomes known, may the Carrier use the held brakeman for the earlier vacancy?

A. Yes, if available, but the employee shall not be censured or pay if unable to locate.

Q3. May a first-out protected employee standing for a blankable vacancy held for a known must-fill vacancy when there is a non-protected employee available on the extra board to fill such vacancy?

A. No.

Q4. When may a regularly assigned protected brakeman be held for a known must-fill vacancy?

A. Only when there are no men available on the extra board.

Q5. There is a must-fill vacancy and a blankable vacancy on a 3:30 p.m. assignment, and also a must-fill vacancy on a 4:00 p.m. assignment. How would these vacancies be filled from the extra board that is line up with first-out protected yardman; second-out, a non-protected yardman; and a third-out protected yardman?

A. The first-out protected yardman would be called for the 3:30 p.m. vacancy and the third-out protected yardman would be called for the 3:30 p.m. blankable vacancy and the second-out non-protected yardman would be called for the 4:00 p.m. must-fill vacancy because non-protected yardman would have no right to a blankable vacancy.

- Q6. Under the foregoing example, if the extra board was lined up with the first two as protected yardmen and the third a non-protected yardman, how would such vacancies be filled?
- A. The 3:30 p.m. must-fill vacancy and the 3:30 p.m. blankable vacancy would be filled by using the first-out protected yardman and the second-out protected yardman; and the 4:00 p.m. must-fill vacancy by the third-out non-protected yardman.
- Q7. There are only two protected extra yardmen on the extra board when a blankable vacancy arises and also there is a subsequent known must-fill vacancy. Which protected yardman would be held for the later must-fill vacancy?
- A. The first-out protected yardman would be used on the blankable position and the second-out protected yardman would be held for the subsequent must-fill vacancy. However, if there are two subsequent must-fill vacancies, both protected extra yardmen would be held account extra board then exhausted.
- Q8. In reference to second brakeman positions, how will extra engines be treated?
- A. The terms of this Crew Consist Agreement apply to both regular and extra yard assignments.
- Q9. If there are two must-fill and two blankable vacancies with the same or duty time and the standing on the extra board is first-out protected employee; second, non-protected; third, protected; fourth, non-protected; how would these vacancies be filled from the extra board?
- A. The must-fill vacancies will be filled first, so that the first-out protected brakeman would have an election; the second non-protected, would fill the second must-fill vacancy; and the third protected, would have an election on one of the two blankable vacancies and the fourth, non-protected, would not be used to fill the remaining blankable vacancy.
- Q10. In reference to Q9, the extra board is lined up with first-out employee as non-protected; second, non-protected; third and fourth, protected; how would these vacancies then be filled from the extra board?
- A. The first-out and second non-protected would fill the two must-fill vacancies, and the third and fourth protected would fill the blankable, the first having an election in both cases.

Q11. When a protected brakeman is held for a known must-fill vacancy and other extra men subsequently become available on the extra board, can protect such vacancy or vacancies, will the held brakeman be released and returned to the extra board?

A. No, the employes will be handled on the basis that the vacancy for which held did not materialize.

Q12. How long may a protected brakeman on the Road Extra Board be held for must-fill vacancy?

A. A protected extra brakeman may be held from the time a known vacancy exists until such vacancy is fulfilled or is released therefrom. A protected extra brakeman will not be held for a must-fill vacancy unless, at the normal cutting time of the position from which withheld no protected employes are available on the Extra Board. In any event a protected extra brakeman held for a must-fill vacancy shall not lose any earnings that such brakeman would have otherwise accrued, had such brakeman not been held.

Q13. There is a must-fill vacancy in road service and a must-fill vacancy in yard service with the same on duty time. On which vacancy would a first-out employee on a combination road/yard extra board be used?

A. Vacancy will be filled in accordance with Schedule Rules.

Q14. There is a must-fill vacancy in road service and a blankable vacancy in yard service or vice versa, with the same on duty time and the first-out employee on the Combination Extra Board is protected. On which vacancy will the protected employee be used?

A. On the must-fill vacancy.

Q15. There is a blankable vacancy in yard service and a blankable vacancy in road service with the same on-duty time and the first-out employee on the Combination Extra Board is protected. On which vacancy will the protected employee be used?

A. Vacancy will be filled in accordance with Schedule Rules.

Q16. If the most junior employee cannot be contacted, will such employee be penalized or disciplined?

A. No, such employee would not be available in the circumstances.

Section 21

Example: A protected brakeman stands to be called for a blankable vacancy "A" from the first-out position on the extra board at 6:00 a.m. The employee is withheld from vacancy "A" for a must-fill vacancy "C" for approximately 11:30 a.m. The employee is then used in emergency when an unforeseen must-fill vacancy "B" appears, at 7:30 a.m., account no other extra brakeman available. The employee would be paid the earnings of vacancy "B" on which the employee worked in emergency but not less than the earnings of vacancy "A" for which the employee stood at 6:00 a.m.

ARTICLE I - CONDITIONS

- Q1. Is it the intent to reduce a standard crew at the away-from-home terminal when such crew is called for a train only requiring a reduced crew, by deadheading the second brakeman home?
- A. No, the second brakeman will remain with the crew, except under conditions stated herein.
- Q2. Under what conditions would a reduced crew out of the away-from-home terminal be returned to the home terminal as a standard crew?
- A. As required in the Car Limits.

ARTICLE VI - RADIOS

- Q1. Will the "engine radio" and/or the "caboose" radio be classed as the portable radio for the brakeman/yardman and the conductor/foreman on a reduced crew?
- A. No.
- Q2. Is it fully understood that no reduced road/yard crew will be operated on any district unless all members of a reduced crew have operable portable radios?
- A. Yes.
- Q3. If the portable radio fails enroute, will the crew continue to its terminal?
- A. Yes.

CREW CONSIST AGREEMENT

Section 5 - Special Allowance

and

Section 7 - Productivity Fund

- Q1. When a reduced crew performs combination of deadhead-service, or service-deadhead, would such crew qualify for the Special Allowance and the Productivity Allowance?
- A. Combination deadhead-service, or service-deadhead, will be treated same as service trips in applying the special allowance and the Productivity Fund.
- Q2. Do the Special Allowance and the Productivity payment apply to pay such as hold time, runarounds, deadhead, call and release (no work performed), guarantees, holiday pay when service not performed on holiday, personal leave pay, vacation pay, penalty days paid due to violation of Agreement rules, and the like?
- A. No. These payments cover road service trips and yard tours of actually performed (worked) where the additional responsibility working with a reduced crew is involved.
- Q3. Does a reduced crew, who is called on duty, performs service (work) is subsequently released, qualify for the Special Allowance?
- A. Yes, because service (work) was actually performed as a reduced crew and will be credited as a tour of duty for the Productivity Allowance.
- Q4. In reference to the preceding question, the crew performs no service but qualifies for the payment prescribed in the Schedule Rules?
- A. The crew would not qualify for the Special Allowance because no service (work) was performed.
- Q5. Will a compensable called deadhead trip made by an employee (single individual) be taken into account as qualifying for the Productivity Allowance?
- A. No.
- Q6. Under Article III, Sections 1(a) and (b) of the June 25, 1964 Radio Agreement, Manning Self-Propelled Machines, do the reduced crew conditions apply?
- A. No.

PART III

Section I

The parties hereto acknowledge that further or additional understandings may be required in order to fully implement the intent of this Memorandum. Such necessary discussions or interpretations shall be handled in conference to endeavor to arrive at agreed-upon procedures not specified herein. Periodic conferences for the resolution of differences will be arranged in keeping with the intent and purpose of these agreements and the rights of the parties thereunder. Such agreements shall be reduced to writing as consecutively numbered addendums to this Memorandum of Implementation.

Section II

The term "brakeman" as used in this Agreement serves the purpose of identifying a craft or class of employees and is not intended to denote gender.

Section III

The provisions of this memorandum of Implementation supersede any and all existing agreements, rules, or understandings which are in conflict.

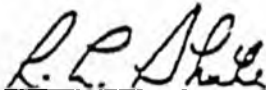
Section IV

This Agreement will be implemented upon ratification of Union membership and approval of the Federal Railroad Administration.

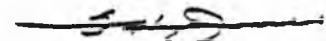
Signed at Anchorage, Alaska this 28<sup>th</sup> day of April, 1981.

For the UNITED TRANSPORTATION UNION

For THE ALASKA RAILROAD



R. L. Shale, General Chairman



F. A. Jones, General Manager

APPROVED:

APPROVED:

F. D. Duffley, International,  
Vice President

Robert Blanchette, Administrator  
Federal Railroad Administration

Anchorage, Alaska  
June 26, 1981

Memorandum

To: ✓ Trans. Dept. Timekeepers  
Personnel Officer  
Manager, Data Processing Division  
Manager, Budget and Accounting Division

From: Supt. of Transportation


Subject: Reduced Crew Consist Agreement - Payment/  
Train Baggage-men—Mixed Passenger Service - Payment

Formal agreement has been reached between The Alaska Railroad and the United Transportation Union establishing a reduced crew consist and payment provisions for crews in passenger service (copy attached). Note that the effective date of this agreement is June 26, 1981.

By side letter dated June 26, 1981, Train Baggage-men in mixed passenger service operating with a reduced crew will be paid in accordance with the provisions of the reduced passenger crew consist agreement (copy attached). Note that the effective date of this agreement is retroactive to June 14, 1981.

All addressed, please arrange to implement the new pay provisions of these agreements promptly in order that payment commence with the upcoming pay period.

Any questions concerning these agreements and/or implementation of these agreements should be addressed to this office promptly.

  
Robert A. Davison  
Supt. of Transportation

3 Attachments: (1) Rates of Pay  
(2) Reduced Crew Consist Agreement  
(3) Side Letter

cc:  
General Manager  
General Chairman, UTW

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

THE ALASKA RAIL

Form 7-2111  
Anchorage, Alaska 99510

April 3, 1981

Mr. R. L. Shaks, General Chairman  
United Transportation Union  
321 West Manor Avenue  
Anchorage, Alaska 99501

Side Letter No. 1  
Alaska Railroad - UTW Crew Consist Agreement

Dear Mr. Shaks:

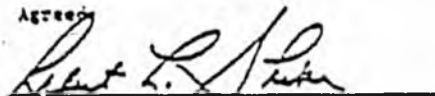
This will confirm our discussions and agreement that the consist of crews manning the Whittier Shuttle Service and mixed passenger/freight trains shall be governed by the provisions of the crew consist agreement covering road freight and yard services.

Sincerely



Robert W. Davison  
Supt. of Transportation

Agreed



Robert L. Shaks  
General Chairman - UTW

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION

THE ALASKA RAILROAD

Form 7-2111  
Anchorage, Alaska 99510

June 24, 1981

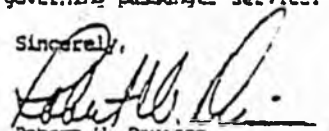
Mr. Robert L. Shake  
General Chairman  
United Transportation Union  
321 West Manor Avenue  
Anchorage, AK 99501

Side Letter Number 2  
Alaska Railroad - UTU Crew Consist Agreement

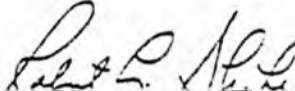
Dear Mr. Shake:

This will confirm our discussions and agreement that the baggageman called or assigned on mixed passenger/freight trains operating between Anchorage and Fairbanks will be paid the rate of pay established for baggageman by the Crew Consist Agreement governing passenger service.

Sincerely,

  
Robert W. Davison  
Supt. of Transportation

AGREED:

  
Robert L. Shake, General Chairman  
United Transportation Union

CREW CONSIST AGREEMENT  
between  
THE ALASKA RAILROAD  
and the  
UNITED TRANSPORTATION UNION

THIS AGREEMENT, by and between The Alaska Railroad and the United Transportation Union, is in full and final settlement of the consist of crews in passenger service.

IT IS HEREBY AGREED AS FOLLOWS:

1. The parties will finalize the necessary implementing provisions to become effective concurrent with this agreement consistent with the following.
2. The consist of passenger crews, except as otherwise provided in this Agreement, shall be not less than one conductor and one brakeman.
3. Effective with the date of the Agreement, trainmen in passenger service, both protected employees and non-protected employees, as defined by the road freight and yard service Agreement dated April 15, 1951, working on a one and one crew, shall each be paid in accordance with the rates of pay depicted in Attachment #1. Rates of pay provided in Attachment #1 will be incorporated in the master list of pay rates at its next printing and will subsequently be maintained in the master listing. These rates are subject to all future wage and cost-of-living adjustments becoming effective subsequent to the date of this Agreement.
4. Trains operated under the provisions of the Agreement will be subject to the following car limitations:
  - a) Regularly scheduled passenger trains:
    - No more than five (5) passenger cars carrying coaches
    - No more than one (1) diner car
    - No more than one (1) lounge car
    - No more than two (2) baggage cars
  - b) Unscheduled special passenger trains:
    - No more than seven (7) passenger-carrying coaches
    - No more than five (5) additional cars, i.e., baggage, recreation, lounge, or combination thereof to be determined by service needs

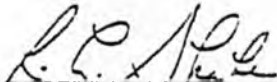
- c). Official or non-revenue trains:  
- No more than five (5) passenger cars  
- No more than one (1) baggage car

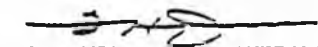
NOTE: Consists of two or less cars may be manned by one Conductor.

5. When trains are operated under provisions of 4(a), the Carrier may add up to two (2) additional coaches, not to exceed a maximum of seven (7) coaches per train. When the train operates within limits specified in this paragraph, the Carrier will pay 100 miles at passenger service rate (one basic day) to the brakeman first available on the Anchorage Extra Board. Such individual will then move to the bottom of the Board and stand last out.
6. One (1) baggageman will be called for or assigned trains that require crews to work mail, baggage, or express between terminals.
7. The Carrier retains the right to exceed the limitations specified in Section Four above at any time and in any manner, but such trains will not be operated with less than one (1) conductor and two (2) brakemen.
8. The parties of this Agreement shall not serve or progress any notice or proposal for changing the specific provisions of this Agreement governing: (1) protected employees; (2) special allowances; or, (3) productivity savings shares and the administration thereof. This paragraph will not bar the parties from making changes in the provisions of this Agreement by mutual agreement.
9. Differences or disputes regarding the application or interpretation of this document will be resolved through joint discussions and consultations between the parties.

For the ORGANIZATION:

For THE ALASKA RAILROAD

  
R. L. Snake, General Chairman  
United Transportation Union

  
F. H. Jones, General Manager  
The Alaska Railroad

CREW CONSIST AGREEMENT  
between  
THE ALASKA RAILROAD  
and the  
UNITED TRANSPORTATION UNION

ATTACHMENT #1 - RATES OF PAY

SOUTH OF HEALY

HEALY AND NORTH

| <u>Title</u>       | <u>Occupation Code</u> | <u>Pay Rate Code</u> | <u>Engr. Operating with Fireman Basic Day<sup>A</sup> Hllage</u> | <u>Engr. Operating without Fireman Basic Day<sup>A</sup> Hllage</u> | <u>Pay Rate Code</u> | <u>Engr. Operating with Fireman Basic Day<sup>A</sup> Hllage</u> | <u>Engr. Operatin. without Fireman Basic Day<sup>A</sup> Hllc</u> |
|--------------------|------------------------|----------------------|--|---|----------------------|--|---|
| <u>gr. Service</u> |                        |                      |  |   |                      |  |   |
| Engineer           | WO-6004-00             | 111                  | 105.46   |   | 113                  | 110.47   |   |
| Engineer           | WO-6004-00             | 112                  |  | 95.27   | 114                  |  | 99.65   |
| Fireman            | WO-6005-00             | 121                  | 97.16  |   | 123                  | 101.66   |   |
| Fireman            | WO-6005-00             | 122                  |  | 88.55   | 124                  |  | 92.52   |
| Inspector          | WO-6003-00             | 141                  | 121.28   |   | 143                  | 127.04   |   |
| Inspector          | WO-6003-00             | 142                  |  | 109.56  | 144                  |  | 114.60  |
| Workman            | WO-6002-00             | 151                  | 110.73   |   | 153                  | 115.99   |   |
| Workman            | WO-6002-00             | 152                  |  | 100.03  | 154                  |  | 104.63  |
| Electrician        | WO-6042-00             | 161                  | 110.73   |   | 163                  | 115.99   |   |
| Electrician        | WO-6042-00             | 162                  |  | 100.03  | 164                  |  | 104.63  |

DEPARTMENT OF TRANSPORTATION  
FEDERAL RAILROAD ADMINISTRATION:

THE ALASKA RAILR  
Pouch 7-2711  
Anchorage, Alaska 99510

November 3, 1981

Mr. Michael Olson  
General Chairman  
United Transportation Union  
1110 West 82nd  
Anchorage, Ak. 99502

Side Letter Number 3

Alaska Railroad-UTU Crew Consist Agreement

Dear Mr. Olson:

This will confirm our discussions and agreement on the interpretation of Section 5 of the Crew Consist Agreement and Article II of the Implementing Agreement. The intent of these Agreement provisions covering the assignment of protected and non protected employees to regular must fill vacancies is defined as follows:

"Regular must-fill positions in road or yard service for which no bid has been received from a protected employee, but bids from non-protected employees have been received, shall be filled by assigning the non-protected employee. If non-protected employees are assigned, an equal number of protected employees will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must fill positions.

The junior protected employee occupying a blankable position will be required to go to the extra board or exercise seniority to a must-fill position occupied by a junior employee.

The vacancy created on blankable positions as a result of exercise of seniority under this rule will not be rebulletined.

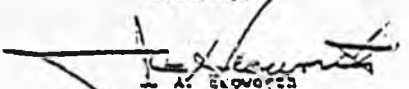
Upon notification the affected employee will be required to exercise seniority in accordance with Rule 11-K (3) in the current AAR-UTU Agreement."

Examples of this provision are:

1. Assume a must-fill vacancy exists on an 8:00 am yard assignment for which no bids are received from protected employees but bids are received from non-protected employees. The senior non-protected employee bidding will be assigned, and the junior protected employee occupying a blankable position will be removed from the blankable position held and be required to exercise seniority in accordance with this rule.

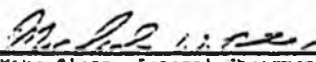
3. If no bids are received from either protected or non protected employees, the must fill vacancy will be filled by force assigning the junior employee (protected or non-protected) in accordance with Schedule Aulas. If non-protected employees are force assigned an equal number of protected employees in reverse order of seniority will lose their status in filling blankable positions so long as non-protected employees are holding must fill positions.

Sincerely,



A. Egworth  
Supt. of Transportation

AGREED:



Mike Olson, General Chairman  
United Transportation Union



STATEMAN SERVICE, INC. CONT.

| NO.  | NAME                   | EMP. DATE    |
|------|------------------------|--------------|
| 46.  | ARMSTRONG, V. FRANK    | 08/21/76     |
| 47.  | FRANK, DAVID A.        | 08/22/76     |
| 48.  | ROBEY, WILLIAM D.      | 10/27/76     |
| 49.  | HARRMAN, EUGENE A.     | 11/17/76 (2) |
| 50.  | HARRMAN, WILLIAM D.    | 11/17/76 (2) |
| 51.  | BROWN, CHARLES W.      | 12/03/76     |
| 52.  | DEAF, CLAUDE W.        | 12/21/76     |
| 53.  | EMERSON, DONALD B.     | 01/03/75     |
| 54.  | SANDERSON, STANLEY R.  | 01/10/75     |
| 55.  | HARRINGTON, WALTER D.  | 01/20/75     |
| 56.  | SIMPSON, LEONARD D.    | 02/08/75     |
| 57.  | WILSON, JOHN R.        | 02/12/75     |
| 58.  | MILLER, RONALD E.      | 03/26/75 (1) |
| 59.  | SALIDA, RONALD E., JR. | 03/26/75 (2) |
| 60.  | FRANKLIN, JOHN W.      | 06/05/75     |
| 61.  | SMITH, JOHN W.         | 06/18/75     |
| 62.  | JOHN, DONALD C.        | 07/01/75     |
| 63.  | KASSO, MICHAEL L.      | 07/26/75     |
| 64.  | OWENS, EUGENE          | 07/30/75     |
| 65.  | THOMPSON, DAVID A.     | 12/11/77     |
| 66.  | BYR, JOHN C.           | 04/20/79 (2) |
| 67.  | SCORODI, CRAIG W.      | 04/20/79 (2) |
| 68.  | ADAMS, L. AL           | 04/20/79 (2) |
| 69.  | STONER, DOUGLAS R.     | 04/20/79 (4) |
| 70.  | PARSON, MERLIN E.      | 04/20/79 (5) |
| 71.  | PARSON, MERLIN E.      | 04/20/79 (5) |
| 72.  | PARSON, MERLIN E.      | 04/20/79 (5) |
| 73.  | KORNER, JEFF E.        | 03/28/80 (2) |
| 74.  | PARSON, MERLIN E.      | 03/28/80 (2) |
| 75.  | HARRISON, DEBORAH D.   | 03/28/80 (3) |
| 76.  | CARON, DEBBIE E.       | 03/29/80 (4) |
| 77.  | WILL, MICHAEL E.       | 04/12/80     |
| 78.  | FRANKLIN, JERRY W.     | 05/12/80     |
| 79.  | STONER, MERLIN E.      | 05/15/80 (2) |
| 80.  | SMITH, THOMAS W.       | 05/16/80     |
| 81.  | STONER, MERLIN E.      | 05/29/80     |
| 82.  | WILSON, MERLIN E.      | 06/16/80     |
| 83.  | WILSON, MERLIN E.      | 06/16/80     |
| 84.  | WILSON, MERLIN E.      | 06/16/80     |
| 85.  | WILSON, MERLIN E.      | 06/16/80     |
| 86.  | WILSON, MERLIN E.      | 06/16/80     |
| 87.  | WILSON, MERLIN E.      | 06/16/80     |
| 88.  | WILSON, MERLIN E.      | 06/16/80     |
| 89.  | WILSON, MERLIN E.      | 06/16/80     |
| 90.  | WILSON, MERLIN E.      | 06/16/80     |
| 91.  | WILSON, MERLIN E.      | 06/16/80     |
| 92.  | WILSON, MERLIN E.      | 06/16/80     |
| 93.  | WILSON, MERLIN E.      | 06/16/80     |
| 94.  | WILSON, MERLIN E.      | 06/16/80     |
| 95.  | WILSON, MERLIN E.      | 06/16/80     |
| 96.  | WILSON, MERLIN E.      | 06/16/80     |
| 97.  | WILSON, MERLIN E.      | 06/16/80     |
| 98.  | WILSON, MERLIN E.      | 06/16/80     |
| 99.  | WILSON, MERLIN E.      | 06/16/80     |
| 100. | WILSON, MERLIN E.      | 06/16/80     |

Assigned to other duties

ended on date of termination

January 22, 1981

Anchorage Alaska  
February 22, 1981


Transportation Department  
Train and Engine Service

DAILY EARNING MINIMA

Effective April 1, 1981, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakeman, fireman, baggage man, Engineer, or Conductor, in all classes of service, shall be as follows:

|             | <u>SOUTH OF HEALY</u> | <u>RATE</u> | <u>NORTH OF HEALY</u> | <u>RATE</u> |
|-------------|-----------------------|-------------|-----------------------|-------------|
|             | <u>CODE</u>           |             | <u>CODE</u>           |             |
| Engineer    | 911                   | 117.40      | 913                   | 123.00      |
| Fireman     | 921                   | 105.49      | 923                   | 110.37      |
| Conductor   | 941                   | 106.73      | 943                   | 111.79      |
| Brakeman    | 951                   | 98.25       | 953                   | 102.31      |
| Baggage man | 961                   | 98.25       | 963                   | 102.31      |

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

  
Donald A. Harvey  
Personnel Officer

Operating Employees'  
Pay Rates Effective April 1, 1981

| TITLE                       | OCCUPATION CODE | SOUTH OF ME.  |                              |               |                                 | HEALY AND NORTH |               |                              |               |                                 |               |
|-----------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|---------------|
|                             |                 | PAY RATE CODE | ENGN. OPERATING WITH FIREMAN |               | ENGN. OPERATING WITHOUT FIREMAN |                 | PAY RATE CODE | ENGN. OPERATING WITH FIREMAN |               | ENGN. OPERATING WITHOUT FIREMAN |               |
|                             |                 |               | BASIC                        | DAY'S HIKEAGE | BASIC                           | DAY'S HIKEAGE   |               | BASIC                        | DAY'S HIKEAGE | BASIC                           | DAY'S HIKEAGE |
| <b>MINING SERVICE</b>       |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| ...                         | MO-8004-00      | 111           | 106.91                       |               |                                 | 113             | 111.94        |                              |               |                                 |               |
| ...                         | MO-8005-00      | 112           |                              | 94.60         |                                 | 114             |               | 100.98                       |               |                                 |               |
| ...                         | MO-8005-00      | 121           | 98.51                        |               |                                 | 121             | 103.01        |                              |               |                                 |               |
| ...                         | MO-8005-00      | 122           |                              | 89.75         |                                 | 124             |               | 91.72                        |               |                                 |               |
| ...                         | MO-8001-00      | 141           | 104.05                       |               |                                 | 141             | 109.00        |                              |               |                                 |               |
| ...                         | MO-8001-00      | 142           |                              | 94.10         |                                 | 144             |               | 98.45                        |               |                                 |               |
| ...                         | MO-8002-00      | 151           | 96.11                        |               |                                 | 151             | 100.77        |                              |               |                                 |               |
| ...                         | MO-8002-00      | 152           |                              | 87.74         |                                 | 154             |               | 91.70                        |               |                                 |               |
| ...                         | MO-8043-00      | 161           | 97.20                        |               |                                 | 161             | 101.77        |                              |               |                                 |               |
| ...                         | MO-8043-00      | 162           |                              | 88.67         |                                 | 164             |               | 92.60                        |               |                                 |               |
| <b>COAL SERVICE</b>         |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| ...                         | MO-8004-00      | 211           | 116.78                       |               |                                 | 211             | 121.82        |                              |               |                                 |               |
| ...                         | MO-8004-00      | 212           |                              | 105.18        |                                 | 214             |               | 110.01                       |               |                                 |               |
| ...                         | MO-8004-00      | 201           |                              |               | 122.01                          | 201             |               |                              | 128.00        |                                 |               |
| ...                         | MO-8004-00      | 202           |                              |               |                                 | 204             |               |                              |               | 116.20                          |               |
| ...                         | MO-8005-00      | 221           | 104.45                       |               |                                 | 221             | 109.24        |                              |               |                                 |               |
| ...                         | MO-8005-00      | 222           |                              | 95.11         |                                 | 224             |               | 99.31                        |               |                                 |               |
| ...                         | MO-8001-00      | 241           | 105.42                       |               |                                 | 241             | 110.37        |                              |               |                                 |               |
| ...                         | MO-8001-00      | 242           |                              | 95.47         |                                 | 244             |               | 99.82                        |               |                                 |               |
| ...                         | MO-8002-00      | 251           | 97.15                        |               |                                 | 251             | 101.81        |                              |               |                                 |               |
| ...                         | MO-8002-00      | 252           |                              | 88.60         |                                 | 254             |               | 92.54                        |               |                                 |               |
| ...                         | MO-8043-00      | 261           | 97.19                        |               |                                 | 261             | 102.03        |                              |               |                                 |               |
| ...                         | MO-8043-00      | 262           |                              | 88.78         |                                 | 264             |               | 92.79                        |               |                                 |               |
| <b>COAL BREKERY SERVICE</b> |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| ...                         | MO-8004-00      | 311           | 125.04                       |               |                                 | 311             | 110.96        |                              |               |                                 |               |
| ...                         | MO-8004-00      | 312           |                              | 111.07        |                                 | 314             |               | 118.24                       |               |                                 |               |
| ...                         | MO-8004-00      | 301           |                              |               | 131.14                          | 301             |               |                              | 137.60        |                                 |               |
| ...                         | MO-8004-00      | 302           |                              |               |                                 | 304             |               |                              |               | 126.91                          |               |
| ...                         | MO-8005-00      | 321           | 112.78                       |               |                                 | 321             | 117.43        |                              |               |                                 |               |
| ...                         | MO-8005-00      | 322           |                              | 102.34        |                                 | 324             |               | 106.70                       |               |                                 |               |
| ...                         | MO-8001-00      | 341           | 113.11                       |               |                                 | 341             | 118.65        |                              |               |                                 |               |
| ...                         | MO-8001-00      | 342           |                              | 102.41        |                                 | 344             |               | 107.10                       |               |                                 |               |
| ...                         | MO-8002-00      | 351           | 104.44                       |               |                                 | 351             | 109.21        |                              |               |                                 |               |
| ...                         | MO-8002-00      | 352           |                              | 95.25         |                                 | 354             |               | 99.49                        |               |                                 |               |
| ...                         | MO-8043-00      | 361           | 104.69                       |               |                                 | 361             | 109.68        |                              |               |                                 |               |
| ...                         | MO-8043-00      | 362           |                              | 95.44         |                                 | 364             |               | 92.75                        |               |                                 |               |

SOUTH OF HE

HEART AND MOUTH

| TITLE                         | OCCUPATION CODE | PAY RATE CODE | ENGR. OPERATING WITH FIREMAN |         | ENGR. OPERATING WITHOUT FIREMAN |         | PAY RATE CODE | ENGR. OPERATING WITH FIREMAN |         | ENGR. OPERATING WITHOUT FIREMAN |         |
|-------------------------------|-----------------|---------------|------------------------------|---------|---------------------------------|---------|---------------|------------------------------|---------|---------------------------------|---------|
|                               |                 |               | BASIC DAY*                   | MILEAGE | BASIC DAY*                      | MILEAGE |               | BASIC DAY*                   | MILEAGE | BASIC DAY*                      | MILEAGE |
| <b>IRON OR ROTARY SERVICE</b> |                 |               |                              |         |                                 |         |               |                              |         |                                 |         |
| Engineer                      | WO-6004-00      | 411           | 127.94                       |         |                                 |         | 411           | 114.00                       |         |                                 |         |
| Engineer                      | WO-6004-00      | 412           |                              | 115.70  |                                 |         | 414           |                              | 121.01  |                                 |         |
| Engineer                      | WO-6004-00      | 401           |                              |         | 134.21                          |         | 403           |                              |         | 140.80                          |         |
| Engineer                      | WO-6004-00      | 402           |                              |         |                                 | 121.97  | 404           |                              |         |                                 | 127.82  |
| Fireman                       | WO-6005-00      | 421           | 114.90                       |         |                                 |         | 423           | 120.17                       |         |                                 |         |
| Fireman                       | WO-6005-00      | 422           |                              | 104.62  |                                 |         | 424           |                              | 109.76  |                                 |         |
| Conductor                     | WO-6003-00      | 441           | 108.10                       |         |                                 |         | 443           | 113                          |         |                                 |         |
| Conductor                     | WO-6003-00      | 442           |                              | 97.93   |                                 |         | 444           |                              | 102.41  |                                 |         |
| Brakeman                      | WO-6002-00      | 451           | 99.62                        |         |                                 |         | 453           | 104.52                       |         |                                 |         |
| Brakeman                      | WO-6002-00      | 453           |                              | 90.90   |                                 |         | 454           |                              | 94.97   |                                 |         |
| Conductor                     |                 |               |                              |         |                                 |         |               |                              |         |                                 |         |
| Pilot                         | WO-6001-00      | 471           | 108.88                       |         |                                 |         | 473           | 113.99                       |         |                                 |         |
| Conductor                     |                 |               |                              |         |                                 |         |               |                              |         |                                 |         |
| Pilot                         | WO-6001-00      | 472           |                              | 98.72   |                                 |         | 474           |                              | 101.06  |                                 |         |
| <b>WORK SERVICE</b>           |                 |               |                              |         |                                 |         |               |                              |         |                                 |         |
| Engineer                      | WO-6004-00      | 511           | 116.32                       |         |                                 |         | 513           | 121.82                       |         |                                 |         |
| Engineer                      | WO-6004-00      | 512           |                              | 105.18  |                                 |         | 514           |                              | 110.01  |                                 |         |
| Engineer                      | WO-6004-00      | 501           |                              |         | 122.01                          |         | 503           |                              |         | 128.00                          |         |
| Engineer                      | WO-6004-00      | 502           |                              |         |                                 | 110.88  | 504           |                              |         |                                 | 116.70  |
| Fireman                       | WO-6005-00      | 521           | 104.45                       |         |                                 |         | 523           | 109.74                       |         |                                 |         |
| Fireman                       | WO-6005-00      | 522           |                              | 95.11   |                                 |         | 524           |                              | 99.11   |                                 |         |
| Conductor                     | WO-6003-00      | 541           | 105.82                       |         |                                 |         | 543           | 110.80                       |         |                                 |         |
| Conductor                     | WO-6003-00      | 542           |                              | 95.85   |                                 |         | 544           |                              | 100.22  |                                 |         |
| Brakeman                      | WO-6002-00      | 551           | 98.30                        |         |                                 |         | 553           | 102.82                       |         |                                 |         |
| Brakeman                      | WO-6002-00      | 552           |                              | 89.70   |                                 |         | 554           |                              | 91.70   |                                 |         |
| <b>WASH SERVICE</b>           |                 |               |                              |         |                                 |         |               |                              |         |                                 |         |
| Engineer                      | WO-6004-00      | 611           | 126.35                       |         |                                 |         | 613           | 132.56                       |         |                                 |         |
| Engineer                      | WO-6004-00      | 601           |                              |         | 132.05                          |         | 603           |                              |         | 138.75                          |         |
| Fireman                       | WO-6005-00      | 621           | 111.52                       |         |                                 |         | 623           | 118.87                       |         |                                 |         |
| Conductor                     | WO-6003-00      | 641           | 120.79                       |         |                                 |         | 643           | 126.67                       |         |                                 |         |
| Brakeman                      | WO-6002-00      | 651           | 114.81                       |         |                                 |         | 653           | 120.32                       |         |                                 |         |
| <b>WASH SERVICE</b>           |                 |               |                              |         |                                 |         |               |                              |         |                                 |         |
| Conductor                     | WO-6003-00      | 721           | 126.35                       |         |                                 |         | 723           | 132.56                       |         |                                 |         |
| Conductor                     | WO-6003-00      | 731           | 126.35                       |         |                                 |         | 733           | 132.56                       |         |                                 |         |

CREW EMPLOYMENT AGREEMENT  
 between  
 THE ALASKA RAILROAD  
 and the  
 UNITED TRANSPORTATION UNION

4-01-01

Attachment #1 - Rates of Pay

| Title           | Occupation Code | Pay Rate Code | SOUTH OF HEALEY                |                                | HEALEY AND NORTH               |                                |
|-----------------|-----------------|---------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
|                 |                 |               | Basic Day <sup>a</sup> Mileage | Basic Day <sup>a</sup> Mileage | Basic Day <sup>a</sup> Mileage | Basic Day <sup>a</sup> Mileage |
| Conductor       | 000-6001-00     | 041           | 122.92                         |                                | 041                            | 120.75                         |
| Conductor       | 000-6001-00     | 042           |                                | 118.09                         | 042                            | 116.13                         |
| Brakeman        | 000-6002-00     | 051           | 112.28                         |                                | 051                            | 110.54                         |
| Brakeman        | 000-6002-00     | 052           |                                | 101.43                         | 052                            | 100.03                         |
| Freight Handler | 000-6041-00     | 061           | 112.28                         |                                | 061                            | 110.54                         |
| Freight Handler | 000-6041-00     | 062           |                                | 101.43                         | 062                            | 100.03                         |

Special Medical Allowance: 5.20

*Donald A. Harvey*  
 Donald A. Harvey  
 Personnel Officer

Anchorage Alaska  
February 22, 1983

Transportation Department  
Train and Engine Service

DAILY EARNING MINIMA

Effective July 1, 1981, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakeman, fireman, baggage man, Engineer, or Conductor, in all classes of service, shall be as follows:

|             | <u>SOUTH OF HEALY</u> |             | <u>NORTH OF HEALY</u> |             |
|-------------|-----------------------|-------------|-----------------------|-------------|
|             | <u>CODE</u>           | <u>RATE</u> | <u>CODE</u>           | <u>RATE</u> |
| Engineer    | 911                   | 119.96      | 913                   | 125.36      |
| Fireman     | 921                   | 108.05      | 923                   | 112.93      |
| Conductor   | 941                   | 109.29      | 943                   | 114.35      |
| Brakeman    | 951                   | 100.32      | 953                   | 105.37      |
| Baggage man | 961                   | 100.32      | 963                   | 105.37      |

ENTRY RATES: For the first twelve months of employment, new employees will be paid 70% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

*Donald A. Harvey*  
Donald A. Harvey  
Personnel Officer

Operating Employees'  
Pay Rates Effective July 1, 1981

SOUTH OF THE

HEAVY AND MEDIUM

| NO.                           | OCCUPATION CODE | PAY RATE CODE | EMER. OPERATIONS WITH FIREMAN |               | EMER. OPERATIONS WITHOUT FIREMAN |               | PAY RATE CODE | EMER. OPERATIONS WITH FIREMAN |               | EMER. OPERATIONS WITHOUT FIREMAN |               |
|-------------------------------|-----------------|---------------|-------------------------------|---------------|----------------------------------|---------------|---------------|-------------------------------|---------------|----------------------------------|---------------|
|                               |                 |               | BASIC                         | DAY'S MESSAGE | BASIC                            | DAY'S MESSAGE |               | BASIC                         | DAY'S MESSAGE | BASIC                            | DAY'S MESSAGE |
| <b>CLASSIFICATION SERVICE</b> |                 |               |                               |               |                                  |               |               |                               |               |                                  |               |
| 111                           | 4004-00         | 111           | 109.69                        |               |                                  |               | 111           | 114.50                        |               |                                  |               |
| 112                           | 4004-00         | 112           |                               | 99.16         |                                  |               | 112           |                               | 101.56        |                                  |               |
| 121                           | 4005-00         | 121           | 101.07                        |               |                                  |               | 121           | 105.57                        |               |                                  |               |
| 122                           | 4005-00         | 122           |                               | 92.34         |                                  |               | 122           |                               | 96.31         |                                  |               |
| 141                           | 4003-00         | 141           | 104.61                        |               |                                  |               | 141           | 111.56                        |               |                                  |               |
| 142                           | 4003-00         | 142           |                               | 96.66         |                                  |               | 142           |                               | 101.07        |                                  |               |
| 151                           | 4002-00         | 151           | 98.87                         |               |                                  |               | 151           | 101.31                        |               |                                  |               |
| 152                           | 4002-00         | 152           |                               | 90.33         |                                  |               | 152           |                               | 94.26         |                                  |               |
| 161                           | 4002-00         | 161           | 99.77                         |               |                                  |               | 161           | 104.31                        |               |                                  |               |
| 162                           | 4002-00         | 162           |                               | 91.21         |                                  |               | 162           |                               | 95.16         |                                  |               |
| <b>CLASSIFICATION SERVICE</b> |                 |               |                               |               |                                  |               |               |                               |               |                                  |               |
| 211                           | 4004-00         | 211           | 108.87                        |               |                                  |               | 211           | 126.30                        |               |                                  |               |
| 212                           | 4004-00         | 212           |                               | 107.74        |                                  |               | 212           |                               | 112.57        |                                  |               |
| 201                           | 4004-00         | 201           |                               |               | 126.57                           |               | 201           |                               |               | 110.56                           |               |
| 202                           | 4004-00         | 202           |                               |               |                                  | 113.44        | 202           |                               |               | 118.76                           |               |
| 221                           | 4005-00         | 221           | 107.01                        |               |                                  |               | 221           | 111.80                        |               |                                  |               |
| 222                           | 4005-00         | 222           |                               | 97.67         |                                  |               | 222           |                               | 107.89        |                                  |               |
| 241                           | 4003-00         | 241           | 107.98                        |               |                                  |               | 241           | 112.91                        |               |                                  |               |
| 242                           | 4003-00         | 242           |                               | 98.01         |                                  |               | 242           |                               | 107.18        |                                  |               |
| 251                           | 4002-00         | 251           | 99.71                         |               |                                  |               | 251           | 104.17                        |               |                                  |               |
| 252                           | 4002-00         | 252           |                               | 91.16         |                                  |               | 252           |                               | 95.10         |                                  |               |
| 261                           | 4002-00         | 261           | 99.95                         |               |                                  |               | 261           | 104.59                        |               |                                  |               |
| 262                           | 4002-00         | 262           |                               | 91.34         |                                  |               | 262           |                               | 95.15         |                                  |               |
| <b>CLASSIFICATION SERVICE</b> |                 |               |                               |               |                                  |               |               |                               |               |                                  |               |
| 311                           | 4004-00         | 311           | 127.79                        |               |                                  |               | 311           | 133.71                        |               |                                  |               |
| 312                           | 4004-00         | 312           |                               | 115.82        |                                  |               | 312           |                               | 121.01        |                                  |               |
| 301                           | 4004-00         | 301           |                               |               | 132.98                           |               | 301           |                               |               | 140.35                           |               |
| 302                           | 4004-00         | 302           |                               |               |                                  | 121.93        | 302           |                               |               | 127.67                           |               |
| 321                           | 4005-00         | 321           | 115.06                        |               |                                  |               | 321           | 120.19                        |               |                                  |               |
| 322                           | 4005-00         | 322           |                               | 105.00        |                                  |               | 322           |                               | 109.53        |                                  |               |
| 341                           | 4003-00         | 341           | 116.08                        |               |                                  |               | 341           | 121.40                        |               |                                  |               |
| 342                           | 4003-00         | 342           |                               | 105.38        |                                  |               | 342           |                               | 110.06        |                                  |               |
| 351                           | 4002-00         | 351           | 107.19                        |               |                                  |               | 351           | 111.94                        |               |                                  |               |
| 352                           | 4002-00         | 352           |                               | 98.00         |                                  |               | 352           |                               | 102.33        |                                  |               |
| 361                           | 4002-00         | 361           | 107.45                        |               |                                  |               | 361           | 112.41                        |               |                                  |               |
| 362                           | 4002-00         | 362           |                               | 98.19         |                                  |               | 362           |                               | 102.50        |                                  |               |

| TITLE                         | OCCUPATION CODE | MONTH OF YEAR |                              |               |                                 | HEAVY AND LIGHT |               |                              |               |                                 |               |
|-------------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|---------------|
|                               |                 | PAY RATE CODE | ENGR. OPERATING WITH FIREMAN |               | ENGR. OPERATING WITHOUT FIREMAN |                 | PAY RATE CODE | ENGR. OPERATING WITH FIREMAN |               | ENGR. OPERATING WITHOUT FIREMAN |               |
|                               |                 |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE   |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |
| <b>WORK ON ROTARY SERVICE</b> |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 411           | 101.76                       |               |                                 | 411             | 116.82        |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 412           |                              | 118.51        |                                 | 414             |               | 121.82                       |               |                                 |               |
| Engineer                      | WO-6004-00      | 401           |                              |               | 137.03                          | 403             |               |                              | 141.62        |                                 |               |
| Engineer                      | WO-6004-00      | 402           |                              |               | 124.78                          | 404             |               |                              | 130.61        |                                 |               |
| Fireman                       | WO-6005-00      | 421           | 117.71                       |               |                                 | 423             | 122.98        |                              |               |                                 |               |
| Fireman                       | WO-6005-00      | 422           |                              | 107.44        |                                 | 424             |               | 112.08                       |               |                                 |               |
| Conductor                     | WO-6003-00      | 441           | 110.66                       |               |                                 | 443             | 115.78        |                              |               |                                 |               |
| Conductor                     | WO-6003-00      | 442           |                              | 100.49        |                                 | 444             |               | 104.99                       |               |                                 |               |
| Blackman                      | WO-6002-00      | 451           | 102.18                       |               |                                 | 453             | 106.78        |                              |               |                                 |               |
| Blackman                      | WO-6002-00      | 452           |                              | 93.46         |                                 | 454             |               | 97.53                        |               |                                 |               |
| Conductor                     |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| Patrol                        | WO-6001-00      | 471           | 111.44                       |               |                                 | 473             | 116.55        |                              |               |                                 |               |
| Conductor                     |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| Patrol                        | WO-6001-00      | 472           |                              | 101.28        |                                 | 474             |               | 105.62                       |               |                                 |               |
| <b>WORK SERVICE</b>           |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 511           | 118.87                       |               |                                 | 513             | 124.38        |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 512           |                              | 107.74        |                                 | 514             |               | 112.57                       |               |                                 |               |
| Engineer                      | WO-6004-00      | 501           |                              |               | 124.57                          | 503             |               |                              | 130.56        |                                 |               |
| Engineer                      | WO-6004-00      | 502           |                              |               | 113.44                          | 504             |               |                              | 118.76        |                                 |               |
| Fireman                       | WO-6005-00      | 521           | 107.01                       |               |                                 | 523             | 111.80        |                              |               |                                 |               |
| Fireman                       | WO-6005-00      | 522           |                              | 97.47         |                                 | 524             |               | 101.89                       |               |                                 |               |
| Conductor                     | WO-6003-00      | 541           | 108.38                       |               |                                 | 543             | 113.16        |                              |               |                                 |               |
| Conductor                     | WO-6003-00      | 542           |                              | 98.41         |                                 | 544             |               | 102.78                       |               |                                 |               |
| Blackman                      | WO-6002-00      | 551           | 100.86                       |               |                                 | 553             | 105.38        |                              |               |                                 |               |
| Blackman                      | WO-6002-00      | 552           |                              | 92.26         |                                 | 554             |               | 96.26                        |               |                                 |               |
| <b>ROAD SERVICE</b>           |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 611           | 128.91                       |               |                                 | 613             | 135.12        |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 601           |                              |               | 134.61                          | 603             |               |                              | 141.31        |                                 |               |
| Fireman                       | WO-6005-00      | 621           | 116.08                       |               |                                 | 623             | 121.43        |                              |               |                                 |               |
| Conductor                     | WO-6003-00      | 641           | 123.35                       |               |                                 | 643             | 129.23        |                              |               |                                 |               |
| Blackman                      | WO-6002-00      | 651           | 117.57                       |               |                                 | 653             | 122.88        |                              |               |                                 |               |
| <b>HEAVY AND LIGHT</b>        |                 |               |                              |               |                                 |                 |               |                              |               |                                 |               |
| Patrol                        | WO-6005-00      | 721           | 128.91                       |               |                                 | 723             | 135.12        |                              |               |                                 |               |
| Patrol                        | WO-6005-00      | 711           | 128.91                       |               |                                 | 713             | 135.12        |                              |               |                                 |               |

CREW CONSENT AGREEMENT  
 Between  
 THE ALASKA RAILROAD  
 and the  
 UNITED TRANSPORTATION UNION

7-01-01

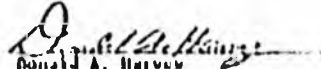
Attachment #1 - Rates of Pay

SMITH OR HEALY

HEALY AND WIRTH

| Title     | Occupation Code | Pay Rate Code | Smith or Healy                                      |  | Pay Rate Code | Healy and Wirth                                     |  |
|-----------|-----------------|---------------|---|--|---------------|---|--|
|           |                 |               | Eng. Operating with Fisherman<br>Basic Day* Mileage | Eng. Operating without Fisherman<br>Basic Day* Mileage |               | Eng. Operating with Fisherman<br>Basic Day* Mileage | Eng. Operating without Fisherman<br>Basic Day* Mileage |
| Conductor | 000-0001-00     | 040           | 125.91  |  | 043           | 131.60  |  |
| Conductor | 000-0001-00     | 042           |   | 114.03   | 044           |   | 119.07   |
| Healerman | 000-0002-00     | 051           | 114.97  |  | 051           | 120.21  |  |
| Healerman | 000-0002-00     | 052           |   | 104.12   | 054           |   | 108.72   |
| Healerman | 000-0002-00     | 061           | 114.97  |  | 061           | 120.21  |  |
| Healerman | 000-0002-00     | 062           |   | 104.12   | 064           |   | 108.72   |

Special Mileage Allowance: 5.50

  
 Donald A. Harvey  
 Personnel Officer

Anchorage Alaska  
February 22, 1983

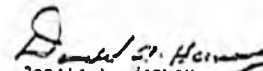
Transportation Department  
Train and Engine Service

DAILY EARNING MINIMA

Effective October 1, 1981, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakeman, fireman, baggage man, Engineer, or Conductor, in all classes of service, shall be as follows:

|             | <u>SOUTH OF HEALY</u> |             | <u>NORTH OF HEALY</u> |             |
|-------------|-----------------------|-------------|-----------------------|-------------|
|             | <u>CODE</u>           | <u>RATE</u> | <u>CODE</u>           | <u>RATE</u> |
| Engineer    | 911                   | 122.48      | 913                   | 128.08      |
| Fireman     | 921                   | 110.30      | 923                   | 115.18      |
| Conductor   | 941                   | 111.48      | 943                   | 116.34      |
| Brakeman    | 951                   | 102.34      | 953                   | 107.39      |
| Baggage man | 961                   | 102.34      | 963                   | 107.39      |

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and grade in which service is rendered.

  
Donald A. Harvey  
Personnel Officer

Operating Employees'  
Pay Rates Effective October 1, 1981.

| TITLE                    | OCCUPATION CODE | PAY RATE CODE | MONTHLY PAY  |                 | YEARLY PAY   |                 |
|--------------------------|-----------------|---------------|--------------|-----------------|--------------|-----------------|
|                          |                 |               | MONTHLY PAY  |                 | MONTHLY PAY  |                 |
|                          |                 |               | WITH FIREMAN | WITHOUT FIREMAN | WITH FIREMAN | WITHOUT FIREMAN |
|                          |                 |               | BASIC        | MI              | BASIC        | MI              |
| <b>PASSENGER SERVICE</b> |                 |               |              |                 |              |                 |
| ...                      | ...             | ...           | 111          | 111.74          | 113          | 116.72          |
| ...                      | ...             | ...           | 112          | 107.19          | 114          | 107.67          |
| ...                      | ...             | ...           | 113          | 103.16          | 115          | 103.64          |
| ...                      | ...             | ...           | 114          | 99.22           | 116          | 99.61           |
| ...                      | ...             | ...           | 115          | 95.29           | 117          | 95.68           |
| ...                      | ...             | ...           | 116          | 91.35           | 118          | 91.74           |
| ...                      | ...             | ...           | 117          | 87.41           | 119          | 87.80           |
| ...                      | ...             | ...           | 118          | 83.47           | 120          | 83.86           |
| ...                      | ...             | ...           | 119          | 79.53           | 121          | 79.92           |
| ...                      | ...             | ...           | 120          | 75.59           | 122          | 75.98           |
| <b>...</b>               |                 |               |              |                 |              |                 |
| <b>...</b>               |                 |               |              |                 |              |                 |
| ...                      | ...             | ...           | 211          | 176.99          | 213          | 176.99          |
| ...                      | ...             | ...           | 212          | 170.02          | 214          | 170.02          |
| ...                      | ...             | ...           | 213          | 163.05          | 215          | 163.05          |
| ...                      | ...             | ...           | 214          | 156.08          | 216          | 156.08          |
| ...                      | ...             | ...           | 215          | 149.11          | 217          | 149.11          |
| ...                      | ...             | ...           | 216          | 142.14          | 218          | 142.14          |
| ...                      | ...             | ...           | 217          | 135.17          | 219          | 135.17          |
| ...                      | ...             | ...           | 218          | 128.20          | 220          | 128.20          |
| ...                      | ...             | ...           | 219          | 121.23          | 221          | 121.23          |
| ...                      | ...             | ...           | 220          | 114.26          | 222          | 114.26          |
| ...                      | ...             | ...           | 221          | 107.29          | 223          | 107.29          |
| ...                      | ...             | ...           | 222          | 100.32          | 224          | 100.32          |
| ...                      | ...             | ...           | 223          | 93.35           | 225          | 93.35           |
| ...                      | ...             | ...           | 224          | 86.38           | 226          | 86.38           |
| ...                      | ...             | ...           | 225          | 79.41           | 227          | 79.41           |
| ...                      | ...             | ...           | 226          | 72.44           | 228          | 72.44           |
| <b>...</b>               |                 |               |              |                 |              |                 |
| <b>...</b>               |                 |               |              |                 |              |                 |
| ...                      | ...             | ...           | 311          | 110.52          | 313          | 110.52          |
| ...                      | ...             | ...           | 312          | 103.55          | 314          | 103.55          |
| ...                      | ...             | ...           | 313          | 96.58           | 315          | 96.58           |
| ...                      | ...             | ...           | 314          | 89.61           | 316          | 89.61           |
| ...                      | ...             | ...           | 315          | 82.64           | 317          | 82.64           |
| ...                      | ...             | ...           | 316          | 75.67           | 318          | 75.67           |
| ...                      | ...             | ...           | 317          | 68.70           | 319          | 68.70           |
| ...                      | ...             | ...           | 318          | 61.73           | 320          | 61.73           |
| ...                      | ...             | ...           | 319          | 54.76           | 321          | 54.76           |
| ...                      | ...             | ...           | 320          | 47.79           | 322          | 47.79           |
| ...                      | ...             | ...           | 321          | 40.82           | 323          | 40.82           |
| ...                      | ...             | ...           | 322          | 33.85           | 324          | 33.85           |
| ...                      | ...             | ...           | 323          | 26.88           | 325          | 26.88           |
| ...                      | ...             | ...           | 324          | 19.91           | 326          | 19.91           |
| ...                      | ...             | ...           | 325          | 12.94           | 327          | 12.94           |
| ...                      | ...             | ...           | 326          | 5.97            | 328          | 5.97            |
| <b>...</b>               |                 |               |              |                 |              |                 |
| <b>...</b>               |                 |               |              |                 |              |                 |
| ...                      | ...             | ...           | 411          | 110.52          | 413          | 110.52          |
| ...                      | ...             | ...           | 412          | 103.55          | 414          | 103.55          |
| ...                      | ...             | ...           | 413          | 96.58           | 415          | 96.58           |
| ...                      | ...             | ...           | 414          | 89.61           | 416          | 89.61           |
| ...                      | ...             | ...           | 415          | 82.64           | 417          | 82.64           |
| ...                      | ...             | ...           | 416          | 75.67           | 418          | 75.67           |
| ...                      | ...             | ...           | 417          | 68.70           | 419          | 68.70           |
| ...                      | ...             | ...           | 418          | 61.73           | 420          | 61.73           |
| ...                      | ...             | ...           | 419          | 54.76           | 421          | 54.76           |
| ...                      | ...             | ...           | 420          | 47.79           | 422          | 47.79           |
| ...                      | ...             | ...           | 421          | 40.82           | 423          | 40.82           |
| ...                      | ...             | ...           | 422          | 33.85           | 424          | 33.85           |
| ...                      | ...             | ...           | 423          | 26.88           | 425          | 26.88           |
| ...                      | ...             | ...           | 424          | 19.91           | 426          | 19.91           |
| ...                      | ...             | ...           | 425          | 12.94           | 427          | 12.94           |
| ...                      | ...             | ...           | 426          | 5.97            | 428          | 5.97            |

SOUTH OF SEA.

HEALY AND NORTH

| TITLE                         | OCCUPATION CODE | PAY RATE CODE | ENGN. OPERATING WITH FIREMAN |               | ENGN. OPERATING WITHOUT FIREMAN |               | PAY RATE CODE | ENGN. OPERATING WITH FIREMAN |               | ENGN. OPERATING WITHOUT FIREMAN |               |
|-------------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|---------------|---------------|------------------------------|---------------|---------------------------------|---------------|
|                               |                 |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |
| <b>WORK ON ROTARY SERVICE</b> |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 413           | 133.51                       |               |                                 |               | 413           | 139.59                       |               |                                 |               |
| Engineer                      | WO-6004-00      | 412           |                              | 121.02        |                                 |               | 414           |                              | 126.11        |                                 |               |
| Engineer                      | WO-6004-00      | 401           |                              |               | 119.80                          |               | 403           |                              |               | 146.39                          |               |
| Engineer                      | WO-6004-00      | 402           |                              |               |                                 | 127.29        | 406           |                              |               |                                 | 133.14        |
| Fireman                       | WO-6005-00      | 421           | 120.19                       |               |                                 |               | 423           | 123.46                       |               |                                 |               |
| Fireman                       | WO-6005-00      | 422           |                              | 109.69        |                                 |               | 424           |                              | 114.31        |                                 |               |
| Conductor                     | WO-6001-00      | 441           | 112.91                       |               |                                 |               | 443           | 118.03                       |               |                                 |               |
| Conductor                     | WO-6001-00      | 442           |                              | 102.52        |                                 |               | 444           |                              | 107.02        |                                 |               |
| Workman                       | WO-6002-00      | 451           | 104.25                       |               |                                 |               | 453           | 108.85                       |               |                                 |               |
| Workman                       | WO-6002-00      | 452           |                              | 95.16         |                                 |               | 454           |                              | 99.41         |                                 |               |
| Conductor                     | WO-6001-00      | 471           | 113.69                       |               |                                 |               | 473           | 118.80                       |               |                                 |               |
| Conductor                     | WO-6001-00      | 472           |                              | 101.31        |                                 |               | 474           |                              | 107.65        |                                 |               |
| <b>WORK SERVICE</b>           |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 511           | 121.39                       |               |                                 |               | 513           | 126.90                       |               |                                 |               |
| Engineer                      | WO-6004-00      | 512           |                              | 110.02        |                                 |               | 514           |                              | 114.83        |                                 |               |
| Engineer                      | WO-6004-00      | 501           |                              |               | 127.09                          |               | 503           |                              |               | 133.08                          |               |
| Engineer                      | WO-6004-00      | 502           |                              |               |                                 | 115.72        | 504           |                              |               |                                 | 121.04        |
| Fireman                       | WO-6005-00      | 521           | 109.26                       |               |                                 |               | 523           | 114.05                       |               |                                 |               |
| Fireman                       | WO-6005-00      | 522           |                              | 99.72         |                                 |               | 524           |                              | 107.94        |                                 |               |
| Conductor                     | WO-6001-00      | 541           | 110.58                       |               |                                 |               | 543           | 115.56                       |               |                                 |               |
| Conductor                     | WO-6001-00      | 542           |                              | 100.40        |                                 |               | 544           |                              | 104.77        |                                 |               |
| Workman                       | WO-6002-00      | 551           | 102.90                       |               |                                 |               | 553           | 107.62                       |               |                                 |               |
| Workman                       | WO-6002-00      | 552           |                              | 94.11         |                                 |               | 554           |                              | 98.11         |                                 |               |
| <b>LAND SERVICE</b>           |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Engineer                      | WO-6004-00      | 611           | 131.56                       |               |                                 |               | 613           | 137.77                       |               |                                 |               |
| Engineer                      | WO-6004-00      | 601           |                              |               | 137.76                          |               | 603           |                              |               | 143.96                          |               |
| Fireman                       | WO-6005-00      | 621           | 118.46                       |               |                                 |               | 623           | 123.81                       |               |                                 |               |
| Conductor                     | WO-6001-00      | 641           | 125.88                       |               |                                 |               | 643           | 131.76                       |               |                                 |               |
| Workman                       | WO-6002-00      | 651           | 119.77                       |               |                                 |               | 653           | 125.28                       |               |                                 |               |
| Conductor                     | WO-6001-00      | 721           | 131.56                       |               |                                 |               | 723           | 137.77                       |               |                                 |               |
| Workman                       | WO-6002-00      | 711           | 131.56                       |               |                                 |               | 713           | 137.77                       |               |                                 |               |

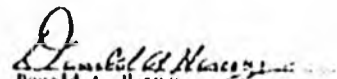
**CREW CONSIST AGREEMENT**  
between  
**THE ALASKA MAILROAD**  
and the  
**UNITED TRANSPORTATION UNION**

10-01-01

Attachment #1 - Rates of Pay

| Title     | Occupation Code | MONTHLY RATE  |  |   | DAILY AND MINUTE |  |   |
|-----------|-----------------|---------------|--|---|------------------|--|---|
|           |                 | Pay Rate Code | Engs. Operating with Fireman<br>Basic Day* Mileage | Engs. Operating without Fireman<br>Basic Day* Mileage | Pay Rate Code    | Engs. Operating with Fireman<br>Basic Day* Mileage | Engs. Operating without Fireman<br>Basic Day* Mileage |
| Conductor | 000 4001-00     | 061           | 128.50   |   | 063              | 174.26   |   |
| Conductor | 000 4001-00     | 062           |  | 116.37  | 064              |  | 121.41  |
| Conductor | 000 4002-00     | 051           | 112.33   |   | 053              | 122.59   |   |
| Conductor | 000 4002-00     | 052           |  | 106.25  | 054              |  | 110.05  |
| Engineer  | 000 2003-00     | 061           | 117.33   |   | 063              | 122.59   |   |
| Engineer  | 000 2003-00     | 062           |  | 106.25  | 064              |  | 110.05  |

\*Special Medical Crew Allowance: 6.14

  
Donald A. Harvey  
Personnel Officer

Anchorage Alaska  
February 22, 1983

Transportation Department  
Train and Engine Service

DAILY EARNING MINIMA

Effective January 1, 1982, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakemen, firemen, baggage men, Engineer, or Conductor, in all classes of service, shall be as follows:

|             | <u>SOUTH OF NEALY</u> | <u>RATE</u> | <u>NORTH OF NEALY</u> | <u>RATE</u> |
|-------------|-----------------------|-------------|-----------------------|-------------|
|             | <u>CODE</u>           |             | <u>CODE</u>           |             |
| Engineer    | 911                   | 125.23      | 913                   | 130.38      |
| Fireman     | 921                   | 113.10      | 923                   | 117.38      |
| Conductor   | 941                   | 114.28      | 943                   | 119.34      |
| Brakeman    | 951                   | 105.64      | 953                   | 110.19      |
| Baggage man | 961                   | 103.64      | 963                   | 110.19      |

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

*Donald A. Harvey*  
Donald A. Harvey  
Personnel Officer

Operating Employees'  
Pay Rates Effective January 1, 1982.

SOUTH OF SEA

HEAVY AND MEDIUM

| TITLE | OCCUPATION CODE | PAY DATE CODE | EMPH. OPERATING WITH FIREMAN |               | EMPH. OPERATING WITH FIREMAN |               | PAY DATE CODE | EMPH. OPERATING WITH FIREMAN |               |
|-------|-----------------|---------------|------------------------------|---------------|------------------------------|---------------|---------------|------------------------------|---------------|
|       |                 |               | BASIC                        | DAY'S MILEAGE | BASIC                        | DAY'S MILEAGE |               | BASIC                        | DAY'S MILEAGE |

PASSENGER SERVICE

|     |            |     |        |        |     |        |        |  |
|-----|------------|-----|--------|--------|-----|--------|--------|--|
| ... | UN-8004-00 | 111 | 114.54 |        | 113 | 119.55 |        |  |
| ... | UN-8004-00 | 112 |        | 103.59 | 114 |        | 104.37 |  |
| ... | UN-8005-00 | 121 | 105.94 |        | 121 | 110.44 |        |  |
| ... | UN-8005-00 | 122 |        | 95.02  | 124 |        | 100.99 |  |
| ... | UN-8005-00 | 141 | 111.60 |        | 141 | 114.55 |        |  |
| ... | UN-8005-00 | 142 |        | 101.44 | 144 |        | 105.39 |  |
| ... | UN-8007-00 | 151 | 103.49 |        | 151 | 108.15 |        |  |
| ... | UN-8007-00 | 152 |        | 94.95  | 154 |        | 98.89  |  |
| ... | UN-8042-00 | 161 | 104.59 |        | 161 | 109.15 |        |  |
| ... | UN-8042-00 | 162 |        | 95.86  | 164 |        | 99.79  |  |

ENGINE SERVICE

|     |            |     |        |        |     |        |        |        |
|-----|------------|-----|--------|--------|-----|--------|--------|--------|
| ... | UN-8004-00 | 211 | 124.19 |        | 211 | 129.20 |        |        |
| ... | UN-8004-00 | 212 |        | 112.02 | 214 |        | 117.65 |        |
| ... | UN-8004-00 | 201 |        |        | 201 |        | 129.89 | 135.00 |
| ... | UN-8004-00 | 202 |        |        | 204 |        | 118.52 | 123.04 |
| ... | UN-8005-00 | 221 | 112.06 |        | 221 | 116.05 |        |        |
| ... | UN-8005-00 | 222 |        | 102.52 | 224 |        | 106.24 |        |
| ... | UN-8005-00 | 241 | 112.97 |        | 241 | 117.92 |        |        |
| ... | UN-8005-00 | 242 |        | 102.01 | 244 |        | 107.16 |        |
| ... | UN-8007-00 | 251 | 104.54 |        | 251 | 108.00 |        |        |
| ... | UN-8007-00 | 252 |        | 95.79  | 254 |        | 99.73  |        |
| ... | UN-8042-00 | 261 | 104.87 |        | 261 | 109.51 |        |        |
| ... | UN-8042-00 | 262 |        | 95.97  | 264 |        | 99.90  |        |

FINAL ENGINE SERVICE

|     |            |     |        |        |     |        |        |        |
|-----|------------|-----|--------|--------|-----|--------|--------|--------|
| ... | UN-8004-00 | 311 | 111.50 |        | 311 | 119.42 |        |        |
| ... | UN-8004-00 | 312 |        | 121.24 | 314 |        | 126.47 |        |
| ... | UN-8004-00 | 301 |        |        | 301 |        | 119.63 | 146.07 |
| ... | UN-8004-00 | 302 |        |        | 304 |        | 127.41 | 133.13 |
| ... | UN-8005-00 | 321 | 120.44 |        | 321 | 125.61 |        |        |
| ... | UN-8005-00 | 322 |        | 110.21 | 324 |        | 114.75 |        |
| ... | UN-8005-00 | 341 | 121.44 |        | 341 | 126.74 |        |        |
| ... | UN-8005-00 | 342 |        | 100.52 | 344 |        | 105.20 |        |
| ... | UN-8007-00 | 351 | 112.37 |        | 351 | 117.16 |        |        |
| ... | UN-8007-00 | 352 |        | 102.97 | 354 |        | 107.71 |        |
| ... | UN-8042-00 | 361 | 112.74 |        | 361 | 117.72 |        |        |
| ... | UN-8042-00 | 362 |        | 103.17 | 364 |        | 107.40 |        |

| TITLE                         | OCCUPATION<br>CLASS. | PAY<br>RATE<br>CODE | SOUTH OF OR.                    |                                    | HEALY AND MIRTH                 |                                    |        |
|-------------------------------|----------------------|---------------------|---------------------------------|------------------------------------|---------------------------------|------------------------------------|--------|
|                               |                      |                     | ENGR. OPERATING<br>WITH FIREMAN | ENGR. OPERATING<br>WITHOUT FIREMAN | ENGR. OPERATING<br>WITH FIREMAN | ENGR. OPERATING<br>WITHOUT FIREMAN |        |
|                               |                      |                     | BASIC DAY <sup>a</sup>          | HIREAGE                            | BASIC DAY <sup>a</sup>          | HIREAGE                            |        |
| <b>IN OTOR NOTARY SERVICE</b> |                      |                     |                                 |                                    |                                 |                                    |        |
| Engineer                      | 00-6004-00           | 411                 | 136.61                          |                                    |                                 | 411                                | 142.67 |
| Engineer                      | 00-6004-00           | 412                 |                                 | 124.10                             |                                 | 412                                | 129.61 |
| Engineer                      | 00-6004-00           | 401                 |                                 |                                    | 142.88                          | 401                                | 149.47 |
| Engineer                      | 00-6004-00           | 402                 |                                 |                                    | 110.37                          | 402                                | 116.22 |
| Fireman                       | 00-6005-00           | 421                 | 123.27                          |                                    |                                 | 421                                | 128.54 |
| Fireman                       | 00-6005-00           | 422                 |                                 | 112.77                             |                                 | 422                                | 117.41 |
| Conductor                     | 00-6003-00           | 441                 | 115.71                          |                                    |                                 | 441                                | 120.83 |
| Conductor                     | 00-6003-00           | 442                 |                                 | 105.32                             |                                 | 442                                | 109.82 |
| Brakeman                      | 00-6002-00           | 451                 | 107.05                          |                                    |                                 | 451                                | 111.65 |
| Brakeman                      | 00-6002-00           | 452                 |                                 | 98.14                              |                                 | 452                                | 102.21 |
| Patrol                        | 00-6001-00           | 471                 | 114.49                          |                                    |                                 | 471                                | 121.60 |
| Patrol                        | 00-6001-00           | 472                 |                                 | 106.11                             |                                 | 472                                | 110.45 |
| <b>OTOR SERVICE</b>           |                      |                     |                                 |                                    |                                 |                                    |        |
| Engineer                      | 00-6004-00           | 511                 | 124.19                          |                                    |                                 | 511                                | 129.70 |
| Engineer                      | 00-6004-00           | 512                 |                                 | 112.82                             |                                 | 512                                | 117.65 |
| Engineer                      | 00-6004-00           | 501                 |                                 |                                    | 129.67                          | 501                                | 135.88 |
| Engineer                      | 00-6004-00           | 502                 |                                 |                                    | 118.52                          | 502                                | 121.84 |
| Fireman                       | 00-6005-00           | 521                 | 112.06                          |                                    |                                 | 521                                | 116.85 |
| Fireman                       | 00-6005-00           | 522                 |                                 | 102.52                             |                                 | 522                                | 106.74 |
| Conductor                     | 00-6003-00           | 541                 | 111.38                          |                                    |                                 | 541                                | 118.36 |
| Conductor                     | 00-6003-00           | 542                 |                                 | 101.20                             |                                 | 542                                | 107.57 |
| Brakeman                      | 00-6002-00           | 551                 | 105.20                          |                                    |                                 | 551                                | 110.22 |
| Brakeman                      | 00-6002-00           | 552                 |                                 | 96.91                              |                                 | 552                                | 100.91 |
| <b>OTOR SERVICE</b>           |                      |                     |                                 |                                    |                                 |                                    |        |
| Engineer                      | 00-6004-00           | 611                 | 134.16                          |                                    |                                 | 611                                | 140.57 |
| Engineer                      | 00-6004-00           | 601                 |                                 |                                    | 140.06                          | 601                                | 146.76 |
| Engineer                      | 00-6005-00           | 621                 | 121.26                          |                                    |                                 | 621                                | 126.61 |
| Engineer                      | 00-6003-00           | 641                 | 128.88                          |                                    |                                 | 641                                | 134.56 |
| Engineer                      | 00-6002-00           | 651                 | 122.57                          |                                    |                                 | 651                                | 128.08 |
| <b>OTOR SERVICE</b>           |                      |                     |                                 |                                    |                                 |                                    |        |
| Engineer                      | 00-6004-00           | 711                 | 134.16                          |                                    |                                 | 711                                | 140.57 |
| Engineer                      | 00-6005-00           | 721                 | 121.26                          |                                    |                                 | 721                                | 126.61 |
| Engineer                      | 00-6003-00           | 741                 | 128.88                          |                                    |                                 | 741                                | 134.56 |
| Engineer                      | 00-6002-00           | 751                 | 122.57                          |                                    |                                 | 751                                | 128.08 |

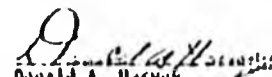
CREW GRIEVANCE AGREEMENT  
between  
THE ALASKA RAILROAD  
and the  
UNITED TRANSPORTATION UNION

1-01-82

Attachment #1 - Rates of Pay

| Title          | Occupation Code | Pay Rate Code | SOUTH OF HEALY  |  | HEALY AND NORTH   |  |
|----------------|-----------------|---------------|---|--|---|--|
|                |                 |               | Engo. Operating with Fireman Basic Day <sup>1</sup> Mileage | Engo. Operating without Fireman Basic Day <sup>1</sup> Mileage | Engo. Operating with Fireman Basic Day <sup>1</sup> Mileage | Engo. Operating without Fireman Basic Day <sup>1</sup> Mileage |
| Conductor Lead | 000-0000-00     | 061           | 111.22  |  | 061   | 117.50   |
| Conductor Eng  | 000-0000-00     | 062           |   | 119.59   | 062   | 125.43   |
| Fireman        | 000-0000-00     | 051           | 120.27  |  | 051   | 125.53   |
| Fireman        | 000-0000-00     | 052           |   | 108.19   | 052   | 113.29   |
| Signalman      | 000-0000-00     | 061           | 120.27  |  | 061   | 125.53   |
| Signalman      | 000-0000-00     | 062           |   | 109.19   | 062   | 113.29   |

Special Reduced Rate Allowance: 6.19

  
 Donald A. Harvey  
 Personnel Officer

Anchorage Alaska  
February 22, 1983

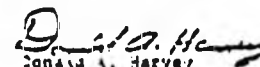
Transportation Department  
Train and Engine Service

DAILY EARNING MINIMA

Effective July 1, 1982, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as Brakeman, Fireman, Baggageman, Engineer, or Conductor, in all classes of service, shall be as follows:

|            | <u>SOUTH OF HEALY</u> |             | <u>NORTH OF HEALY</u> |             |
|------------|-----------------------|-------------|-----------------------|-------------|
|            | <u>CODE</u>           | <u>RATE</u> | <u>CODE</u>           | <u>RATE</u> |
| Engineer   | 911                   | 129.63      | 913                   | 135.23      |
| Fireman    | 921                   | 117.18      | 923                   | 122.06      |
| Conductor  | 961                   | 113.30      | 963                   | 123.36      |
| Brakeman   | 951                   | 109.48      | 953                   | 114.03      |
| Baggageman | 981                   | 109.48      | 983                   | 114.03      |

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

  
Donald A. Harvey  
Personnel Officer

Operating Employees'  
Pay Rates Effective July 1, 1982

SOUTH OF MESA

NEELY AND MINNIE

| TITLE                   | OCCUPATION CODE | PAY RATE CODE | EMPH. OPERATING WITH FIREMAN |               | EMPH. OPERATING WITHOUT FIREMAN |               |
|-------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|---------------|
|                         |                 |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |
| <b>INCH SERVICE</b>     |                 |               |                              |               |                                 |               |
| ...                     | ...             | ...           | 111                          | 118.62        | 113                             | 123.63        |
| ...                     | ...             | ...           | 112                          |               | 114                             | 112.22        |
| ...                     | ...             | ...           | 113                          | 109.81        | 115                             | 114.11        |
| ...                     | ...             | ...           | 114                          | 100.72        | 116                             | 104.69        |
| ...                     | ...             | ...           | 115                          | 115.41        | 117                             | 120.51        |
| ...                     | ...             | ...           | 116                          |               | 118                             | 109.59        |
| ...                     | ...             | ...           | 117                          | 107.53        | 119                             | 111.99        |
| ...                     | ...             | ...           | 118                          | 98.60         | 120                             | 110.16        |
| ...                     | ...             | ...           | 119                          | 108.61        | 121                             | 112.99        |
| ...                     | ...             | ...           | 120                          | 99.51         | 122                             | 101.66        |
| <b>OUTRIG SERVICE</b>   |                 |               |                              |               |                                 |               |
| ...                     | ...             | ...           | 210                          | 128.56        | 213                             | 116.05        |
| ...                     | ...             | ...           | 211                          |               | 214                             | 121.75        |
| ...                     | ...             | ...           | 212                          | 116.91        | 215                             |               |
| ...                     | ...             | ...           | 213                          |               | 216                             | 140.21        |
| ...                     | ...             | ...           | 214                          | 136.24        | 217                             |               |
| ...                     | ...             | ...           | 215                          |               | 218                             | 127.96        |
| ...                     | ...             | ...           | 216                          | 116.14        | 219                             | 120.91        |
| ...                     | ...             | ...           | 217                          |               | 220                             | 110.61        |
| ...                     | ...             | ...           | 218                          | 106.19        | 221                             | 121.94        |
| ...                     | ...             | ...           | 219                          | 114.29        | 222                             | 110.96        |
| ...                     | ...             | ...           | 220                          | 106.41        | 223                             |               |
| ...                     | ...             | ...           | 221                          | 108.37        | 224                             | 112.83        |
| ...                     | ...             | ...           | 222                          | 99.44         | 225                             | 101.10        |
| ...                     | ...             | ...           | 223                          | 108.71        | 226                             | 111.35        |
| ...                     | ...             | ...           | 224                          | 99.67         | 227                             | 101.63        |
| <b>WINDMILL SERVICE</b> |                 |               |                              |               |                                 |               |
| ...                     | ...             | ...           | 311                          | 118.18        | 313                             | 144.10        |
| ...                     | ...             | ...           | 312                          |               | 314                             | 110.88        |
| ...                     | ...             | ...           | 313                          | 125.69        | 315                             |               |
| ...                     | ...             | ...           | 314                          |               | 316                             | 150.75        |
| ...                     | ...             | ...           | 315                          | 144.31        | 317                             |               |
| ...                     | ...             | ...           | 316                          |               | 318                             | 137.56        |
| ...                     | ...             | ...           | 317                          | 126.85        | 319                             | 120.00        |
| ...                     | ...             | ...           | 318                          | 115.17        | 320                             | 118.91        |
| ...                     | ...             | ...           | 319                          | 125.76        | 321                             | 111.09        |
| ...                     | ...             | ...           | 320                          | 114.61        | 322                             | 119.78        |
| ...                     | ...             | ...           | 321                          | 116.50        | 323                             |               |
| ...                     | ...             | ...           | 322                          | 106.90        | 324                             | 121.79        |
| ...                     | ...             | ...           | 323                          | 114.66        | 325                             | 111.13        |
| ...                     | ...             | ...           | 324                          | 107.09        | 326                             | 121.85        |
| ...                     | ...             | ...           | 325                          |               | 327                             | 111.60        |

SOUTH OF THE

HEAVY AND LIGHT

| TITLE                           | OCCUPATION CODE | PAY RATE CODE | ENGR. OPERATING WITH FIREMAN |               | ENGR. OPERATING WITHOUT FIREMAN |               | PAY RATE CODE | ENGR. OPERATING WITH FIREMAN |               | ENGR. OPERATING WITHOUT FIREMAN |               |
|---------------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|---------------|---------------|------------------------------|---------------|---------------------------------|---------------|
|                                 |                 |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |
| <b>WORK ON MILITARY SERVICE</b> |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Engineer                        | MO-6004-00      | 411           | 141.39                       |               |                                 |               | 411           | 147.45                       |               |                                 |               |
| Engineer                        | MO-6004-00      | 412           |                              | 128.61        |                                 | 414           |               | 131.92                       |               |                                 |               |
| Engineer                        | MO-6004-00      | 401           |                              |               | 147.66                          | 403           |               |                              | 154.25        |                                 |               |
| Engineer                        | MO-6004-00      | 402           |                              |               |                                 | 404           |               |                              |               | 140.71                          |               |
| Engineer                        | MO-6003-00      | 421           | 127.75                       |               | 134.88                          | 423           | 131.02        |                              |               |                                 |               |
| Engineer                        | MO-6003-00      | 422           |                              | 117.01        |                                 | 424           |               | 121.67                       |               |                                 |               |
| Engineer                        | MO-6003-00      | 441           | 119.79                       |               |                                 | 443           | 124.91        |                              |               |                                 |               |
| Engineer                        | MO-6003-00      | 442           |                              | 109.17        |                                 | 444           |               | 113.67                       |               |                                 |               |
| Engineer                        | MO-6002-00      | 451           | 110.94                       |               |                                 | 453           | 115.54        |                              |               |                                 |               |
| Engineer                        | MO-6002-00      | 452           |                              | 101.84        |                                 | 454           |               | 105.91                       |               |                                 |               |
| Engineer                        | MO-6003-00      | 471           | 120.57                       |               |                                 | 473           | 125.68        |                              |               |                                 |               |
| Engineer                        | MO-6003-00      | 474           |                              | 109.96        |                                 | 476           |               | 114.10                       |               |                                 |               |
| <b>WORK ON CIVIL SERVICE</b>    |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Engineer                        | MO-6004-00      | 511           | 128.54                       |               |                                 | 513           | 134.05        |                              |               |                                 |               |
| Engineer                        | MO-6004-00      | 512           |                              | 116.92        |                                 | 514           |               | 121.75                       |               |                                 |               |
| Engineer                        | MO-6004-00      | 501           |                              |               | 134.24                          | 503           |               |                              | 140.71        |                                 |               |
| Engineer                        | MO-6004-00      | 502           |                              |               |                                 | 504           |               |                              |               | 127.94                          |               |
| Engineer                        | MO-6005-00      | 521           | 116.14                       |               | 122.62                          | 523           | 120.91        |                              |               |                                 |               |
| Engineer                        | MO-6005-00      | 522           |                              | 106.39        |                                 | 524           |               | 110.61                       |               |                                 |               |
| Engineer                        | MO-6003-00      | 541           | 117.41                       |               |                                 | 543           | 122.39        |                              |               |                                 |               |
| Engineer                        | MO-6003-00      | 542           |                              | 107.01        |                                 | 544           |               | 111.38                       |               |                                 |               |
| Engineer                        | MO-6002-00      | 551           | 109.56                       |               |                                 | 553           | 114.08        |                              |               |                                 |               |
| Engineer                        | MO-6002-00      | 552           |                              | 100.58        |                                 | 554           |               | 104.58                       |               |                                 |               |
| <b>WORK ON CIVIL SERVICE</b>    |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Engineer                        | MO-6004-00      | 611           | 138.85                       |               |                                 | 613           | 145.06        |                              |               |                                 |               |
| Engineer                        | MO-6004-00      | 601           |                              |               | 144.55                          | 603           |               |                              | 151.25        |                                 |               |
| Engineer                        | MO-6005-00      | 621           | 125.47                       |               |                                 | 623           | 130.87        |                              |               |                                 |               |
| Engineer                        | MO-6003-00      | 641           | 131.15                       |               |                                 | 643           | 139.03        |                              |               |                                 |               |
| Engineer                        | MO-6002-00      | 651           | 126.81                       |               |                                 | 653           | 132.72        |                              |               |                                 |               |
| <b>WORK ON CIVIL SERVICE</b>    |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Engineer                        | MO-6005-00      | 721           | 138.85                       |               |                                 | 723           | 145.06        |                              |               |                                 |               |
| Engineer                        | MO-6005-00      | 711           | 138.85                       |               |                                 | 713           | 145.06        |                              |               |                                 |               |

CRM CONSIST AGREEMENT  
 between  
 THE ALASKA RAILROAD  
 and the  
 UNITED TRANSPORTATION UNION

7-01-67

Attachment #1 - Rates of Pay

SEMI-SEMI

SEMI AND SEMI

| Title           | Occupation Code | Pay Rate Code | Semi-Semi                   |                                | Semi and Semi               |                                |
|-----------------|-----------------|---------------|-----------------------------|--------------------------------|-----------------------------|--------------------------------|
|                 |                 |               | Eng. Operating with Fireman | Eng. Operating without Fireman | Eng. Operating with Fireman | Eng. Operating without Fireman |
|                 |                 |               | Basic                       | Day <sup>2</sup> Mileage       | Basic                       | Day <sup>2</sup> Mileage       |
| Locomotive Eng. | 001-6001-00     | 041           | 116.63                      |                                | 041                         | 142.10                         |
| Locomotive Eng. | 001-6001-00     | 042           |                             | 126.02                         | 042                         |                                |
| Locomotive Eng. | 001-6002-00     | 051           | 126.55                      |                                | 051                         | 129.01                         |
| Locomotive Eng. | 001-6002-00     | 052           |                             | 111.23                         | 052                         | 117.01                         |
| Locomotive Eng. | 001-6042-00     | 061           | 126.55                      |                                | 061                         | 129.01                         |
| Locomotive Eng. | 001-6042-00     | 062           |                             | 111.23                         | 062                         | 117.01                         |

Local Reduced Crew Allowance, 6.71

*Donald A. Harvey*  
 Donald A. Harvey  
 Personnel Officer

Anchorage Alaska  
February 22, 1983

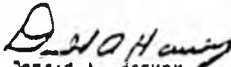
Transportation Department  
Train and Engine Service

DAILY EARNING MINIMA

Effective January 1, 1983, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakeman, fireman, baggage man, Engineer, or Conductor, in all classes of service, shall be as follows:

|             | <u>SOUTH OF HEALY</u> | <u>RATE</u> | <u>NORTH OF HEALY</u> | <u>RATE</u> |
|-------------|-----------------------|-------------|-----------------------|-------------|
|             | <u>CODE</u>           |             | <u>CODE</u>           |             |
| Engineer    | 911                   | 132.35      | 913                   | 137.93      |
| Fireman     | 921                   | 119.30      | 923                   | 124.68      |
| Conductor   | 941                   | 120.92      | 943                   | 125.98      |
| Brakeman    | 951                   | 112.09      | 953                   | 116.54      |
| Baggage man | 961                   | 112.09      | 963                   | 116.54      |

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

  
Donald A. Harvey  
Personnel Officer

Operating Employees'  
Pay Rates Effective January 1, 1983.

SOUTH OY

HALES AND MINN

| TITLE                    | OCCUPATION CODE | PAY RATE CODE | EMPH. OPERATING WITH FIREMAN |               | EMPH. OPERATING WITHOUT FIREMAN |               | PAY RATE CODE | EMPH. OPERATING WITH FIREMAN |               | EMPH. OPERATING WITHOUT FIREMAN |               |
|--------------------------|-----------------|---------------|------------------------------|---------------|---------------------------------|---------------|---------------|------------------------------|---------------|---------------------------------|---------------|
|                          |                 |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |               | BASIC                        | DAY'S MILEAGE | BASIC                           | DAY'S MILEAGE |
| <b>PASSENGER SERVICE</b> |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Conductor                | 000-4004-00     | 111           | 120.34                       |               |                                 |               | 111           | 126.35                       |               |                                 |               |
| Conductor                | 000-4004-00     | 112           |                              | 110.54        |                                 |               | 112           |                              | 114.94        |                                 |               |
| Conductor                | 000-4005-00     | 121           | 112.55                       |               |                                 |               | 121           | 117.05                       |               |                                 |               |
| Conductor                | 000-4005-00     | 122           |                              | 107.44        |                                 |               | 122           |                              | 107.41        |                                 |               |
| Conductor                | 000-4005-00     | 061           | 119.54                       |               |                                 |               | 061           | 145.30                       |               |                                 |               |
| Conductor                | 000-4005-00     | 062           |                              | 127.14        |                                 |               | 062           |                              | 132.10        |                                 |               |
| Conductor                | 000-4007-00     | 051           | 127.41                       |               |                                 |               | 051           | 132.47                       |               |                                 |               |
| Conductor                | 000-4007-00     | 052           |                              | 116.09        |                                 |               | 052           |                              | 120.49        |                                 |               |
| Conductor                | 000-4007-00     | 061           | 127.41                       |               |                                 |               | 061           | 132.47                       |               |                                 |               |
| Conductor                | 000-4007-00     | 062           |                              | 116.09        |                                 |               | 062           |                              | 120.49        |                                 |               |
| <b>MAIL SERVICE</b>      |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Conductor                | 000-4004-00     | 211           | 131.24                       |               |                                 |               | 211           | 136.77                       |               |                                 |               |
| Conductor                | 000-4004-00     | 212           |                              | 119.44        |                                 |               | 212           |                              | 124.47        |                                 |               |
| Conductor                | 000-4004-00     | 201           |                              |               | 134.94                          |               | 201           |                              |               | 142.95                          |               |
| Conductor                | 000-4004-00     | 202           |                              |               |                                 | 125.34        | 202           |                              |               |                                 | 130.44        |
| Conductor                | 000-4005-00     | 221           | 118.46                       |               |                                 |               | 221           | 12.65                        |               |                                 |               |
| Conductor                | 000-4005-00     | 222           |                              | 109.11        |                                 |               | 222           |                              | 113.33        |                                 |               |
| Conductor                | 000-4005-00     | 241           | 119.41                       |               |                                 |               | 241           | 124.58                       |               |                                 |               |
| Conductor                | 000-4005-00     | 242           |                              | 109.10        |                                 |               | 242           |                              | 113.53        |                                 |               |
| Conductor                | 000-4007-00     | 251           | 118.90                       |               |                                 |               | 251           | 115.44                       |               |                                 |               |
| Conductor                | 000-4007-00     | 252           |                              | 102.04        |                                 |               | 252           |                              | 104.00        |                                 |               |
| Conductor                | 000-4007-00     | 261           | 111.32                       |               |                                 |               | 261           | 115.94                       |               |                                 |               |
| Conductor                | 000-4007-00     | 262           |                              | 102.24        |                                 |               | 262           |                              | 104.25        |                                 |               |
| <b>MAIL SERVICE</b>      |                 |               |                              |               |                                 |               |               |                              |               |                                 |               |
| Conductor                | 000-4004-00     | 311           | 141.10                       |               |                                 |               | 311           | 147.03                       |               |                                 |               |
| Conductor                | 000-4004-00     | 312           |                              | 128.41        |                                 |               | 312           |                              | 133.01        |                                 |               |
| Conductor                | 000-4004-00     | 301           |                              |               | 147.23                          |               | 301           |                              |               | 153.43                          |               |
| Conductor                | 000-4004-00     | 302           |                              |               |                                 | 134.34        | 302           |                              |               |                                 | 140.44        |
| Conductor                | 000-4005-00     | 321           | 127.77                       |               |                                 |               | 321           | 132.92                       |               |                                 |               |
| Conductor                | 000-4005-00     | 322           |                              | 111.29        |                                 |               | 322           |                              | 121.03        |                                 |               |
| Conductor                | 000-4005-00     | 341           | 128.54                       |               |                                 |               | 341           | 133.90                       |               |                                 |               |
| Conductor                | 000-4005-00     | 342           |                              | 117.37        |                                 |               | 342           |                              | 122.04        |                                 |               |
| Conductor                | 000-4007-00     | 351           | 119.30                       |               |                                 |               | 351           | 124.30                       |               |                                 |               |
| Conductor                | 000-4007-00     | 352           |                              | 109.71        |                                 |               | 352           |                              | 113.95        |                                 |               |
| Conductor                | 000-4007-00     | 361           | 119.47                       |               |                                 |               | 361           | 124.44                       |               |                                 |               |
| Conductor                | 000-4007-00     | 362           |                              | 109.91        |                                 |               | 362           |                              | 114.72        |                                 |               |

SOUTH OF DEALA

DEALY AND BIRTH

|                       | OCCUPATION CODE | PAY RATE | ENGR. OPERATING WITH FIREMAN BASIC DAY* MILEAGE | ENGR. OPERATING WITHOUT FIREMAN BASIC DAY* MILEAGE | PAY CODE | ENGR. OPERATING WITH FIREMAN BASIC DAY* MILEAGE | ENGR. OPERATING WITHOUT FIREMAN BASIC DAY* MILEAGE |
|-----------------------|-----------------|----------|---|--|----------|---|--|
| <b>ROTARY SERVICE</b> |                 |          |   |  |          |   |  |
| Engineer              | 00-6004-00      | 411      | 144.39  |  | 413      | 140.43  |  |
| Engineer              | 00-6004-00      | 412      |   | 131.60   | 414      |   | 116.91   |
| Engineer              | 00-6004-00      | 401      |   | 150.66   | 403      |   | 157.25   |
| Engineer              | 00-6004-00      | 402      |   |  | 404      |   | 143.72   |
| Fireman               | 00-6005-00      | 421      | 130.75  |  | 423      | 116.02  |  |
| Fireman               | 00-6005-00      | 422      |   | 120.02   | 424      |   | 124.66   |
| Conductor             | 00-6003-00      | 441      | 172.51  |  | 443      | 127.63  |  |
| Conductor             | 00-6003-00      | 442      |   | 111.89   | 444      |   | 116.39   |
| Brakeman              | 00-6002-00      | 451      | 113.66  |  | 453      | 118.26  |  |
| Brakeman              | 00-6002-00      | 452      |   | 107.56   | 454      |   | 108.63   |
| Conductor             | 00-6001-00      | 471      | 123.29  |  | 473      | 128.40  |  |
| Conductor             | 00-6001-00      | 472      |   | 111.68   | 474      |   | 117.02   |
| <b>RR SERVICE</b>     |                 |          |   |  |          |   |  |
| Engineer              | 00-6004-00      | 511      | 131.26  |  | 513      | 116.77  |  |
| Engineer              | 00-6004-00      | 512      |   | 119.64   | 514      |   | 124.47   |
| Engineer              | 00-6004-00      | 501      |   | 136.96   | 503      |   | 142.95   |
| Engineer              | 00-6004-00      | 502      |   |  | 504      |   | 130.66   |
| Fireman               | 00-6005-00      | 521      | 118.86  |  | 523      | 123.65  |  |
| Fireman               | 00-6005-00      | 522      |   | 109.31   | 524      |   | 113.31   |
| Conductor             | 00-6003-00      | 541      | 120.11  |  | 543      | 125.11  |  |
| Conductor             | 00-6003-00      | 542      |   | 109.72   | 544      |   | 116.09   |
| Brakeman              | 00-6002-00      | 551      | 112.28  |  | 553      | 116.40  |  |
| Brakeman              | 00-6002-00      | 552      |   | 103.30   | 554      |   | 107.30   |
| <b>RR SERVICE</b>     |                 |          |   |  |          |   |  |
| Engineer              | 00-6004-00      | 611      | 141.57  |  | 613      | 147.78  |  |
| Engineer              | 00-6004-00      | 601      |   | 147.27   | 603      |   | 151.97   |
| Fireman               | 00-6005-00      | 621      | 129.19  |  | 623      | 134.56  |  |
| Fireman               | 00-6005-00      | 641      |   | 115.87   | 643      |   | 141.75   |
| Fireman               | 00-6002-00      | 651      | 129.53  |  | 653      | 135.06  |  |
| <b>RR SERVICE</b>     |                 |          |   |  |          |   |  |
| Engineer              | 00-6005-00      | 721      | 141.57  |  | 723      | 147.78  |  |
| Engineer              | 00-6005-00      | 711      | 141.57  |  | 713      | 147.78  |  |

*Donald A. Harvey*  
 Donald A. Harvey  
 Personnel Officer

CREW COLLECTIVE AGREEMENT  
 between  
 THE ALASKA RAILROAD  
 and the  
 UNITED TRANSPORTATION UNION

1-11-63

Attachment #1 - Rates of Pay

SOUTH OF HEALY

HEALY AND NORTH

| Title     | Occupation Code | Pay Rate Code | Engt. Operating with Fireman |              | Engt. Operating without Fireman |              |
|-----------|-----------------|---------------|------------------------------|--------------|---------------------------------|--------------|
|           |                 |               | Basic                        | Day* Mileage | Basic                           | Day* Mileage |
| Conductor | 00-6001-00      | 051           | 119.35                       |              | 053                             | 155.10       |
| Conductor | 00-6001-00      | 052           |                              | 127.15       | 054                             | 172.10       |
| Fireman   | 00-6002-00      | 051           | 127.41                       |              | 053                             | 132.67       |
| Fireman   | 00-6002-00      | 052           |                              | 116.09       | 054                             | 120.53       |
| Engineer  | 00-6042-00      | 061           | 127.41                       |              | 063                             | 132.67       |
| Engineer  | 00-6042-00      | 062           |                              | 116.09       | 064                             | 120.69       |

Special Reduced Crew Allowance: 4.97

*Donald A. Harvey*  
 Donald A. Harvey  
 Personnel Director

Anchorage, Alaska  
January 12, 1981

Transportation Department  
Train and Engine Service

DAILY EARNINGS MINIMA

Effective January 1, 1981, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as Brakeman, Fireman, Baggage-man, Engineer, or Conductor, in all classes of service, shall be as follows:

|             | <u>SOUTH OF HEALY</u> |             | <u>NORTH OF HEALY</u> |             |
|-------------|-----------------------|-------------|-----------------------|-------------|
|             | <u>CODE</u>           | <u>RATE</u> | <u>CODE</u>           | <u>RATE</u> |
| Engineer    | 911                   | 115.76      | 913                   | 121.36      |
| Fireman     | 921                   | 104.02      | 923                   | 108.30      |
| Conductor   | 941                   | 105.30      | 943                   | 110.36      |
| Brakeman    | 951                   | 95.94       | 953                   | 101.49      |
| Baggage-man | 961                   | 96.94       | 963                   | 101.49      |

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

*Donald A. Hamrey*  
Donald A. Hamrey  
Personnel Director

Operating Employees'  
Pay Rates Effective January 1, 1981

| Title                        | Occupation Code | Pay Rate Code | SOUTH OF HEALY                                  |  | Pay Rate Code | HEALY AND NORTH                                 |  |
|------------------------------|-----------------|---------------|---|--|---------------|---|--|
|                              |                 |               | Engr. Operating with Fireman Basic Day* Mileage | Engr. Operating without Fireman Basic Day* Mileage |               | Engr. Operating with Fireman Basic Day* Mileage | Engr. Operating without Fireman Basic Day* Mileage |
| <b>Passenger Service</b>     |                 |               |   |  |               |   |  |
| Engineer                     | WO-6004-00      | 111           | 105.46  |  | 113           | 110.47  |  |
| Engineer                     | WO-6004-00      | 112           |   | 95.27  | 114           |   | 99.65  |
| Fireman                      | WO-6005-00      | 121           | 97.16   |  | 123           | 101.66  |  |
| Fireman                      | WO-6005-00      | 122           |   | 08.55  | 124           |   | 92.52  |
| Conductor                    | WO-6003-00      | 141           | 102.62  |  | 143           | 107.57  |  |
| Conductor                    | WO-6003-00      | 142           |   | 92.01  | 144           |   | 97.16  |
| Brakeman                     | WO-6002-00      | 151           | 94.99   |  | 153           | 99.45   |  |
| Brakeman                     | WO-6002-00      | 152           |   | 06.56  | 154           |   | 90.50  |
| Baggageman                   | WO-6042-00      | 161           | 95.09   |  | 163           | 100.45  |  |
| Baggageman                   | WO-6042-00      | 162           |   | 07.47  | 164           |   |  |
| <b>Freight Service</b>       |                 |               |   |  |               |   |  |
| Engineer                     | WO-6004-00      | 211           | 114.67  |  | 213           | 120.10  |  |
| Engineer                     | WO-6004-00      | 212           |   | 107.69   | 214           |   | 100.52   |
| Engineer                     | WO-6004-00      | 201           |   |  | 203           |   | 126.36   |
| Engineer                     | WO-6004-00      | 202           |   |  | 204           |   | 114.71   |
| Fireman                      | WO-6005-00      | 221           | 102.90  |  | 223           | 107.77  |  |
| Fireman                      | WO-6005-00      | 222           |   | 93.77  | 224           |   | 97.99  |
| Conductor                    | WO-6003-00      | 241           | 103.99  |  | 243           | 108.94  |  |
| Conductor                    | WO-6003-00      | 242           |   | 94.10  | 244           |   | 90.53  |
| Brakeman                     | WO-6002-00      | 251           | 95.03   |  | 253           | 100.29  |  |
| Brakeman                     | WO-6002-00      | 252           |   | 07.40  | 254           |   | 91.34  |
| Baggageman                   | WO-6042-00      | 261           | 96.07   |  | 263           | 100.71  |  |
| Baggageman                   | WO-6042-00      | 262           |   | 07.50  | 264           |   | 91.59  |
| <b>Total Freight Service</b> |                 |               |   |  |               |   |  |
| Engineer                     | WO-6004-00      | 311           | 123.27  |  | 313           | 129.19  |  |
| Engineer                     | WO-6004-00      | 312           |   | 111.47   | 314           |   | 116.66   |
| Engineer                     | WO-6004-00      | 301           |   |  | 303           |   | 135.04   |
| Engineer                     | WO-6004-00      | 302           |   |  | 304           |   | 127.11   |
| Fireman                      | WO-6005-00      | 321           | 110.70  |  | 323           | 115.05  |  |
| Fireman                      | WO-6005-00      | 322           |   | 100.00   | 324           |   | 105.14   |
| Conductor                    | WO-6003-00      | 341           | 111.79  |  | 343           | 117.11  |  |
| Conductor                    | WO-6003-00      | 342           |   | 101.24   | 344           |   | 105.91   |
| Brakeman                     | WO-6002-00      | 351           | 103.02  |  | 353           | 107.02  |  |
| Brakeman                     | WO-6002-00      | 352           |   | 91.96  | 354           |   | 90.20  |
| Baggageman                   | WO-6042-00      | 361           | 103.70  |  | 363           | 108.27  |  |
| Baggageman                   | WO-6042-00      | 362           |   | 94.15  | 364           |   | 90.46  |

\*Cents Per Mile

Pay Rates Effective January 1, 1901

SOUTH OF HEALY

HEALY AND NORTH

| Title                  | Occupation Code | Pay Rate Code | SOUTH OF HEALY  |  | Pay Rate Code | HEALY AND NORTH   |  |  |
|------------------------|-----------------|---------------|---|--|---------------|---|--|--|
|                        |                 |               | Engr. Operating with Fireman Basic Day <sup>a</sup> Mileage | Engr. Operating without Fireman Basic Day <sup>a</sup> Mileage |               | Engr. Operating with Fireman Basic Day <sup>a</sup> Mileage | Engr. Operating without Fireman Basic Day <sup>a</sup> Mileage |  |
| Some of Rotary Service |                 |               |   |  |               |   |  |  |
| Engineer               | 401 6004-00     | 411           | 126.13  |  | 413           | 132.19  |  |  |
| Engineer               | 401 6004-00     | 412           |   | 114.05   | 414           |   | 119.36   |  |
| Engineer               | 401 6004-00     | 401           |   |  | 403           |   | 130.99   |  |
| Engineer               | 401 6004-00     | 402           |   | 132.40   | 404           |   | 126.17   |  |
| Fireman                | 401 6005-00     | 421           | 113.27  |  | 423           | 110.54  |  |  |
| Fireman                | 401 6005-00     | 422           |   | 101.14   | 424           |   | 107.70   |  |
| Conductor              | 401 6001-00     | 441           | 106.61  |  | 443           | 111.75  |  |  |
| Conductor              | 401 6001-00     | 442           |   | 96.60  | 444           |   | 101.10   |  |
| Healman                | 401 6002-00     | 451           | 90.27   |  | 453           | 102.07  |  |  |
| Healman                | 401 6002-00     | 452           |   | 89.67  | 454           |   | 91.74  |  |
| Conductor              | 401 6003-00     | 471           | 107.41  |  | 473           | 112.52  |  |  |
| Conductor              | 401 6003-00     | 472           |   | 97.32  | 474           |   | 101.73   |  |
| Work Service           |                 |               |   |  |               |   |  |  |
| Engineer               | 501 6004-00     | 511           | 114.67  |  | 513           | 120.10  |  |  |
| Engineer               | 501 6004-00     | 512           |   | 101.69   | 514           |   | 100.52   |  |
| Engineer               | 501 6004-00     | 501           |   |  | 503           |   | 126.36   |  |
| Engineer               | 501 6004-00     | 502           |   | 120.37   | 504           |   | 114.71   |  |
| Fireman                | 501 6005-00     | 521           | 102.20  |  | 523           | 107.77  |  |  |
| Fireman                | 501 6005-00     | 522           |   | 91.77  | 524           |   | 97.92  |  |
| Conductor              | 501 6001-00     | 541           | 104.30  |  | 543           | 109.36  |  |  |
| Conductor              | 501 6001-00     | 542           |   | 94.55  | 544           |   | 90.92  |  |
| Healman                | 501 6002-00     | 551           | 96.27   |  | 553           | 101.42  |  |  |
| Healman                | 501 6002-00     | 552           |   | 88.42  | 554           |   | 92.42  |  |
| Vard Service           |                 |               |   |  |               |   |  |  |
| Engineer               | 601 6004-00     | 611           | 124.62  |  | 613           | 130.01  |  |  |
| Engineer               | 601 6004-00     | 601           |   | 130.32   | 603           |   | 137.02   |  |
| Fireman                | 601 6005-00     | 621           | 111.97  |  | 623           | 117.32  |  |  |
| Conductor              | 601 6001-00     | 641           | 119.14  |  | 643           | 125.02  |  |  |
| Healman                | 601 6002-00     | 651           | 113.24  |  | 653           | 118.75  |  |  |
| Hostlers               |                 |               |   |  |               |   |  |  |
| Terminal               | 701 6005-00     | 721           | 124.62  |  | 723           | 130.01  |  |  |
| Hostler                | 701 6005-00     | 711           | 124.62  |  | 713           | 130.01  |  |  |

<sup>a</sup>Cents Per Mile

7/8/51

CREW CONSIST AGREEMENT  
between  
THE ALASKA RAILROAD  
and the  
UNITED TRANSPORTATION UNION

Attachment #1 - Rates of Pay

| Title     | Occupation Code | Pay Rate Code | SOUTH OF HEALY                                  |  | Pay Rate Code | HEALY AND NORTH                                 |  |
|-----------|-----------------|---------------|---|--|---------------|---|--|
|           |                 |               | Engr. Operating with Fireman Basic Day* Mileage | Engr. Operating without Fireman Basic Day* Mileage |               | Engr. Operating with Fireman Basic Day* Mileage | Engr. Operating without Fireman Basic Day* Mileage |
| conductor | MO-6003-00      | 041           | 121.20  |  | 043           | 127.04  |  |
| conductor | MO-6003-00      | 042           |   | 109.56   | 044           |   | 114.60   |
| brakeman  | MO-6002-00      | 051           | 110.73  |  | 053           | 115.99  |  |
| brakeman  | MO-6002-00      | 052           |   | 100.03   | 054           |   | 104.63   |
| flagman   | MO-6042-00      | 061           | 110.73  |  | 063           | 115.99  |  |
| flagman   | MO-6042-00      | 062           |   | 100.03   | 064           |   | 104.63   |

*Donald A. Harvey*  
Donald A. Harvey  
Personnel Officer