

ALASKA LEGISLATURE COMMITTEE FILES 1983-1984 86/2

3134 HT AK RR/ EMPLOYEE INFO. (FILE 1) 3134

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

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

Section 5.

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

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

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

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

Section 7. (revised)

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

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

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

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

19 F. SPECIAL RULES

DOCK, STATIONS, FREIGHT DEPOT AND WAREHOUSE EMPLOYEES

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

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

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

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

Section 5.

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

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

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

19 G. SPECIAL RULES

COMMUNICATION EMPLOYEES

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

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

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

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

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

Section 5. (revised)

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

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In this regard, Management and the Union,

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

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

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

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

ARTICLE 21

SAFETY

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

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

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

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

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

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

Section 7. Employees injured while at work will not be required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment, and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case. Settlements will be made in accordance with Employees' Compensation benefits.

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

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

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

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

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

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

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

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

Section 14.

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

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

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

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

ARTICLE 22

COM. TEF ASSIGNMENTS

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

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

ARTICLE 23

CIVIC RESPONSIBILITIES

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

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

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

Section 4.

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

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

Section 5.

(a) An employee serving as a juror in

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

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

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

ARTICLE 24

SPECIAL TOOLS - CLOTHING - SERVICES

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

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

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

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

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

ARTICLE 25

GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The advantages of this system are:

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

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

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

Section 10.

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

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

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

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

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

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

ARTICLE 26

ARBITRATION

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

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

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

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

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

conclusion of the hearings unless the parties otherwise agree.

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

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

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

ARTICLE 27

SENIORITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Craft: Communications Employees

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

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

(c) Craft: Maintenance of Way

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

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

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

TRACK

- Group 4 Section Laborers <
~~Seward to Sunrise~~
- Group 5 ~~Section Laborers - Talkeerna~~
~~to North Pole~~
- Group 6 ~~Extra Gang Laborers~~
- Group 7 ~~Track Patrolmen, Tunnel~~
Watchmen
- Group 8 Truck Driver
 - a. Up to one ton
 - b. 1-1/2 ton to 22,000 GVW
 - c. Above 22,000 GVW

- Group 9 Track Welder
- 10 Track Welder Helper
- 11 Powderman
- 12 RELIEF TRACK FOREMAN

(d) Craft: Bridge & Building Employees

- Group 1 Foremen
 - a. Erector Foreman
 - b. Carpenter Foreman
 - c. Pipefitter Foreman
 - d. Electrical Foreman
 - e. Bridge Foreman
 - f. Maintenance Foreman
 - g. Construction Foreman

- Group 2 Leaders
 - a. Erector
 - b. Carpenter

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

(e) Craft: Heavy Equipment

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

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

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

- Group 4 Snow Plow Operator
5 Spreader Operator
6 Oiler

(f) Craft: Culinary Employees

- Group 1 Cooks
2 Mess Attendants

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

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

ARTICLE 28

APPLICATION OF WAGE FIXING SYSTEM

Retroactive Pay.

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

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

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

ARTICLE 29

DURATION AND CHANGES

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

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

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

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

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

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

Hotel & Culinary Workers - January 28, 1954

Communications - April 17, 1950

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

ARTICLE 30 (add Sec. 1 2)

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

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

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

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

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

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

FOR THE ORGANIZATION:
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

Thomas W. Gray
Thomas W. Gray, President

William H. Pearson
W. H. Pearson, Vice-President

Bruce L. Barnes
Bruce L. Barnes, Vice-President

ALASKA RAILROAD LABOR POLICY STATEMENT

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

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

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

Section 1. Definitions

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

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

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

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

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

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

the Basic Labor Agreement.

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

Section 2. Compliance

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

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

Section 3. Scope

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

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

Section 4. Employee Rights to Labor Representation

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

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

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

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

Section 5. Discrimination Prohibited

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

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

Section 6. Determination of Bargaining Rights

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

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

Section 7. Duty to Confer

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

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

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

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

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

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

Section 8. Written Agreements

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

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

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

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 American Federation of Government Employees shall be The Coordinated Federal Wage System in Alaska. Details as to the application of this system will be set forth in a supplementary agreement.

Section 10. Disputes and Grievance Procedures

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

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

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

Section 11. Bulletin Boards and
Distribution of Literature

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

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

Section 12. Labor-Management Cooperation

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

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

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

Joint Union-Management Safety
Committee

Alaska Railroad Medical Association
and Excess Benefits Plan

Joint Labor-Management Committee

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

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

Section 13. Effective Date and Duration

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

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

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

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

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

FOR THE LASKA RAILROAD:

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

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

FOR THE ORGANIZATION:
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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

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

SUPPLEMENTAL AGREEMENT
between

THE ALASKA RAILROAD AND BLUE COLLAR EMPLOYEES
OF THE ALASKA RAILROAD

Represented by

INTERNATIONAL ASSOCIATION OF MACHINISTS
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON
SHIPBUILDERS & HELPERS
BROTHERHOOD RAILWAY CARMEN OF AMERICA
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

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

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

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

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

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

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

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

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

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

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

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

VIII. It is agreed and understood

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

Dated at Anchorage, Alaska February 29, 1968.

FOR THE ALASKA RAILROAD:

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

FOR THE ORGANIZATIONS:

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS:

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

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

BROTHERHOOD RAILWAY CARMEN OF AMERICA:

Sgd./ Irvin L. Barney

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

Sgd./ Donald Koch

Donald Koch, Local Protective Board,
Far North Lodge 67

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES:

Sgd./ J. F. Griner

J. F. Griner, National President

Sgd./ Thomas W. Gray

Thomas W. Gray, President, Lodge 183

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIPBUILDERS & HELPERS:

Sgd./ Jay L. Nelson

Jay L. Nelson, President, Local 708

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

Harold J. Buoy, Legislative Assistant to
the International President

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**SCHEDULE OF PAY,
RULES AND REGULATIONS
GOVERNING
BOILERMAKERS, BLACKSMITHS,
MECHANICS, FITTERS
AND APPRENTICES.**

UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
The Alaska Railroad

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

and

Basic Labor Agreement

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

Book Assigned to:

Revised February 5, 1970

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UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
THE ALASKA RAILROAD

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

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

The participants agree as follows:

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

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

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

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

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

ARTICLE II

RESPONSIBILITIES AND RIGHTS OF MANAGEMENT

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

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

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

ARTICLE III

RIGHTS OF THE EMPLOYEES

Section 1. Management and the Union

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

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

promotion to Supervisory positions.

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

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

ARTICLE IV

PROVISIONS OF LAW AND REGULATION

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

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

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

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

ARTICLE VI

UNION REPRESENTATION

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

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

ARTICLE V

APPROPRIATE MATTERS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VII

HOURS OF WORK AND BASIC WORK WEEK

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

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

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

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

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

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

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

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

Section 7. Eight (8) hours of service will constitute a days work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be

legally established between the Railroad and employees, shall be paid in accordance with the present wage schedule and supplements thereto.

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

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

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

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

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

ARTICLE VIII

EMERGENCY ROAD AND WRECKING SERVICE

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

will be paid for at the rate of time and one-half, whether waiting, working or traveling. If, during the time on the road, a man is relieved from duty and permitted to go to bed for five (5) hours or more, such relief time will not be paid for, provided that in no case shall he be paid for a total of less than eight (8) hours each calendar day, when such irregular service prevents the employee from making his regular daily hours at home station. Where meals and lodging are not provided by the Railroad, travel expenses in accordance with the current Standard Government Travel Regulations will be allowed. Employees will be called as nearly as possible one (1) hour before leaving time, and on their return will deliver tools at point designated. A wrecking service employee will be paid under this rule, except that all time working, waiting or traveling on week days after the recognized straight time hours at home station and all time working, waiting or traveling on assigned rest days and holidays will be paid for at the rate of time and one-half.

ARTICLE IX

OVERTIME

Section 1. An employee shall receive

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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.

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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

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

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

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

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

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

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

ARTICLE X

HOLIDAY WORK

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

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

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

ARTICLE XI

SICK LEAVE

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

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

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

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

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

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

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

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

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ARTICLE XII
ANNUAL LEAVE

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

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

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

ARTICLE XIII
LEAVE OF ABSENCE

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

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

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

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

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

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

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

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

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

ARTICLE XIV

MERIT PROMOTION

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