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AK RR/ EMPLOYEE INFO. (FILE 1)

(4) to maintain the efficiency of the Government operations entrusted to them;

(5) to determine the methods, means, and personnel by which such operations are to be conducted; and

(6) to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

Article XI, Sick Leave, Section 3: The word "periodically" is understood to mean six (6) months.

Article XXI, Safety, Section 6, is understood to mean: When it becomes known that an accident has resulted in a disabling injury, the Master Mechanic will notify the Union promptly of the circumstances.

Article XXV, Grievance Procedure: All references to the term "hearing" within the grievance procedure are understood to mean "formal investigations".

Section 3 is understood to mean: At formal investigations an employee may be assisted by one or more duly accredited employee representatives. Disputes growing out of personal grievances and/or out of the interpretation or application of agreements or practices concerning wages, rules or working conditions between the parties hereto may be handled by one or more duly

red representatives, verbally  
the General Foreman and the  
mechanic. If not satisfactorily  
, they may be appealed by the  
stative in writing to the Chief  
al Officer, then to the Operations  
, and then to the General Manager.  
written step Management will  
, decision within ten (10) days.

Anchorage, Alaska August 1, 1974

INTERNATIONAL ASSOCIATION OF  
STS & AEROSPACE WORKERS:

Thomas C. Temple

C. Temple  
Judge Representative

James W. Moody

Moody  
Manager, Local 1735

Forrest L. Whities

st L. Shities  
Chairman, Local 1735

Harry C. Simpson

. Simpson  
st, Local 1735

FOR THE ALASKA RAILROAD:

Sgd. / G. V. Randall

G. V. Randall

Chief Mechanical Officer

Sgd. / R. R. Mack -

R. R. Mack

Personnel Officer

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ALASKA RAILROAD  
LABOR POLICY STATEMENT

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

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

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

#### Section 1. Definitions

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

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

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

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

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

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

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

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

## Section 2. Compliance

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

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

## Section 3. Scope

This agreement is applicable to those employees of the Railroad represented by the International Association of Machinists and Aerospace Workers, blue collar category as enumerated in the Handbook of Blue Collar Occupational Families and Series.

## Section 4. Employee Rights to Labor Representation

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

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

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

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

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

#### Section 5. Discrimination Prohibited

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

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

#### Section 6. Determination of Bargaining Rights

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

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

## Section 7. Duty to Confer

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

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

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

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

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

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

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

#### Section 8. Written Agreements

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

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

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

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

#### Section 9. Scope of Negotiations

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

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

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

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

9.4. Wage Fixing System. The wage fixing system applicable to Alaska Railroad blue collar employees represented by the International Association of Machinists and Aerospace Workers shall be the system currently followed for their wage board employees by Army-Air Force installations in the State of Alaska. As soon as a coordinated wage fixing policy is promulgated by the Civil Service Commission for the wage

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

#### Section 10. Disputes and Grievance Procedures

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

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

Section 11. Bulletin Boards and  
Distribution of Literature

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

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

Section 12. Labor-Management Cooperation

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

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

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

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

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

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

### Section 13. Effective Date and Duration

13.1. This agreement shall remain in

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

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

13.3. The Basic Labor Agreement between the International Association of Machinists and Aerospace Workers and The Alaska Railroad dated March 29, 1968, and which was negotiated under authority of Executive Order 10988, is hereby supplemented for comparability with the new Executive Order 11491, relative to Labor Management relations effective January 1, 1970.

continued

Dated at Anchorage, Alaska

March 29, 1968

For the Organization:  
International  
Association of  
Machinists and  
Aerospace Workers

(Sgd.) Chas. C. Temple  
Chas. C. Temple  
Grand Lodge Representative

For the Alaska  
Railroad

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

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

(Sgd.) R. R. Mack  
Personnel Officer

(Sgd.) James W. Moody  
James W. Moody  
Business Representative  
Lodge 1735

continued

Includes Revised Sections  
dated at Anchorage, Alaska  
January 21, 1970.

For the Railroad:

John E. Manley  
John E. Manley  
General Manager

R. R. Mack  
R. R. Mack  
Personnel Officer

For the Organizations: International  
Association of Machinists and  
Aerospace Workers:

Luther R. Augenstein  
Luther R. Augenstein  
General Chairman, Local 1735

Frederick P. McCloud  
Frederick P. McCloud  
President, Local 1735

**COLLECTIVE  
BARGAINING  
AGREEMENT**

between

**THE ALASKA RAILROAD**



and



**AMERICAN FEDERATION  
OF GOVERNMENT EMPLOYEES  
LOCAL 183**

covering  
administrative, clerical, and technical employees

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LABOR-MANAGEMENT AGREEMENT

between

THE ALASKA RAILROAD

and

Clerical, Technical, and Administrative Employees  
represented by

THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL #183

## PREAMBLE

This Agreement is entered into by The Alaska Railroad, hereinafter referred to as the Employer, and the American Federation of Government Employees, Local No. 183, hereinafter referred to as the Union, and has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, a job classification system, hours of work, and other conditions of employment.

The Employer and the Union mutually agree that the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate employee performance and efficiency.

The parties recognize that the participation of employees in the formulation and implementation of personnel policies and procedures which affect them will contribute substantially to the improvement and efficient administration of the public service.

## ARTICLE 1 RECOGNITION AND COVERAGE

### SECTION 1 RECOGNITION

The Employer recognizes that the Union is the exclusive representative of all employees in the bargaining unit defined in Section 2, and the Union recognizes the responsibility of representing the interests of all such employees.

### SECTION 2 COVERAGE

The bargaining unit consists of clerical, technical, and administrative employees, both permanent and temporary, whose positions are covered by a WC pay plan as of the effective date of this Agreement.

### SECTION 3 EXCLUSIONS

The bargaining unit does not include:

- a) any management official or supervisor,
- b) any professional employee,
- c) any employee engaged in federal personnel work in other than clerical capacity,
- d) any confidential employee.

The term "confidential employee" refers to an employee assigned to the position of Secretary to the General Manager, or Secretary to the Personnel Officer.

## ARTICLE 2 RIGHTS OF THE EMPLOYEE

### SECTION 1 BASIC PROVISIONS

In the administration of all matters covered by this Agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including appropriate policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time the Agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level.

### SECTION 2 EMPLOYER'S RETAINED RIGHTS

The Employer retains the right, in accordance with applicable laws and regulations to:

- a) direct employees of the agency;
- b) hire, promote, transfer, assign, and retain employees in positions within the agency;
- c) suspend, demote, discharge, or take other disciplinary action;
- d) relieve employees from duties because of lack of work or for other legitimate reasons;
- e) maintain the efficiency of government operations entrusted to them;
- f) determine the methods, means, and personnel by which such operations are to be conducted; and
- g) take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

### SECTION 3 PERMISSIVE MATTERS

In prescribing regulations relating to personnel policies and practices and working conditions, the Employer shall have due regard for the obligation imposed by Section 11, paragraph (a) of Executive Order 11491, as amended. However, the obligation to meet and confer does not include matters with respect to the mission of the agency; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit.

work project, or tour of duty; the technology of performing its work; or its internal security practices. This does not preclude the parties from negotiating agreements providing appropriate arrangements for employees adversely affected by the impact of realignment of work forces or technological change.

#### SECTION 4    PRIVACY OF AGREEMENT

To the extent that provisions of the Employer's Administrative Manual conflict with this Agreement, the provisions of this Agreement shall govern.

#### SECTION 5    UNION CONTACT WITH THIRD PARTIES

The Union agrees that before registering a complaint or charge against the Employer with anyone outside the bargaining unit, the Union agrees to provide the Employer with an opportunity to resolve the conditions which generated the complaint or charge. In administering this Section, the Union will notify the Personnel Officer in writing, in all cases, of its intention to register such complaints or charges. The Union further agrees to withhold registration of such complaints or charges for a period of five workdays from the date the Personnel Officer is notified of the Union's intent. This Section does not apply to notification of an AFGE National Officer or Representative.

### ARTICLE 3 RIGHTS OF EMPLOYEES

#### SECTION 1    FREEDOM TO JOIN AND ASSIST

Employees in the unit shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join, and assist the Union or any other labor organization or to refrain from any such activity. Except as provided in Executive Order 11491, as amended, the freedom of such employees to assist any labor organization shall be recognized as extending to participation in the management of the Union, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

#### SECTION 2    OPEN SHOP

Nothing in this Agreement shall require an employee to become or to remain a member of a labor organization or to pay money to the Union except pursuant to a voluntary, written authorization by a member for payment of dues through payroll deduction.

#### SECTION 3    UNION REPRESENTATION

If an employee elects, the Union has the obligation to represent him/her in the course of adverse actions, grievances, and other appeal proceedings within the unit. The Employer will provide the Union with all necessary information for the Union to fulfill this obligation.

The Employer will advise an employee of his/her right to a Union representative (who is readily available) for the following situations:

- a) an adverse action is initiated against an employee;
- b) prior to taking a written or sworn statement from an employee;
- c) when the Employer conducts a nonformal, investigatory interview, the employee being interviewed is entitled upon his/her request, to the presence of a Union representative, if he/she has reasonable grounds to believe that the interview may result in disciplinary action against him/her. This provision does not apply to investigatory interviews concerning accidents conducted by the Employer's safety inspectors, or interviews concerning criminal cases conducted by the Employer's security police.

### ARTICLE 4 RIGHTS OF THE UNION

#### SECTION 1    AUTHORIZATION OF STEWARDS

The Employer agrees to recognize a reasonable number of Union stewards and alternates, who have been duly authorized by the Union, to represent employees on appropriate work-related matters. The Union will provide to the Employer (Personnel Officer) before February 1 of each year, an official master list of all Union officials and alternates. The Employer reserves the right to restrict use of official time to stewards and alternates whose names appear on this list. Changes to this official listing may be made only by notification to the Personnel Officer.

#### SECTION 2    USE OF OFFICIAL TIME

Union stewards will be allowed a reasonable amount of official time during duty hours to perform matters which directly relate to the work situation and/or presentation of grievances and appeals. No internal Union business will be conducted during working hours.

#### SECTION 3    RESPONSIBILITIES OF STEWARDS

When any Union Official or steward is required to leave his/her worksite

on appropriate matters related to his/her representational duties, he/she will request permission from his/her immediate supervisor, advise where he/she is going, how long he/she expects to be away from his/her work station, and state the general nature of his/her business. Permission shall also be obtained from the immediate supervisor of any employee being contacted. Permission in these instances will be granted unless the individual's work situation precludes such action. In any event, permission will be granted at the earliest opportunity. The Union steward will report his/her return to work to his/her supervisor.

Union officers, stewards, representatives, and employees shall be allowed to leave their assigned area to go to other departments, shops, or offices when it is necessary to do so in order to accomplish the purposes outlined in this section, and in order to bring about prompt and expeditious disposition of a complaint or grievance. Such activity shall be allowed without any loss in pay or benefits to the employees authorized to act in behalf of the Union under the terms of this Agreement or to the employees contacted.

#### SECTION 4 UNION OFFICIAL - RIGHT OF ACCESS

The Employer agrees that representatives of the American Federation of Government Employees, AFL/CIO, shall be allowed onto the Employer's premises at reasonable times on official business. The representative shall first make his/her presence known to the supervisor of the section he/she is visiting. Union officials who are not employees are recognized as employee representatives.

#### SECTION 5 NOTIFICATION - MEETINGS AND GRIEVANCES

The Union shall be notified by the Employer of grievance or disciplinary actions against employee(s) in the unit in accordance with limitations set forth by provisions of the Privacy Act (Public Law 93-579).

The Union shall be notified by the Employer and shall be given the opportunity to be represented at formal meetings held by officials of the Employer with representatives of other labor organizations when the subject to be discussed involves personnel policies or practices which would affect employees of the unit.

#### SECTION 6 LISTING OF EMPLOYEES

The Employer will furnish to the Union a current listing of all employees in the unit semi-annually. The listing will include the name, location, grade, and rate of pay.

#### SECTION 7 ADMINISTRATIVE ORDERS

The Employer agrees to furnish the Union with one copy of all ARR Orders.

Supplements and changes thereto will also be furnished promptly.

#### SECTION 8 OFFICIAL TIME FOR TRAINING

An employee who is an official or authorized representative of the Union will normally be excused without charge to leave in conjunction with attendance at a training session sponsored by the Union, provided that the subject matter of such training is of mutual concern to the Employer and the employee in his/her capacity as a Union representative.

### ARTICLE 5 APPROPRIATE MATTERS

#### SECTION 1 NOTIFICATION

The Employer will notify the Union on appropriate matters (personnel policies, practices, and matters affecting working conditions, including classification and pay systems) and will meet and confer with the Union upon its request.

#### SECTION 2 FAIR APPLICATION OF BENEFITS

All privileges and benefits provided in accordance with law, regulation or provisions of this Agreement will be applied fairly and equitably to all employees in the unit, except for those rights and benefits which are not applicable to temporary employees.

### ARTICLE 6 POSITION CLASSIFICATION

#### SECTION 1 PROCEDURE

Positions will be classified by management according to the Factor Evaluation System using U. S. Civil Service Commission Booklet IS-27 dated May 1977 and supplements thereto.

#### SECTION 2 JOB DESCRIPTIONS

The Employer has the right to establish positions and to assign, reassign, or remove duties and responsibilities from positions. Position descriptions shall accurately reflect the major duties and responsibilities of the position and the skills and knowledge required in the

position, clearly stating the highest level required of the employee in all nine factors. Disputes between an employee and his/her supervisor over the accuracy of the position description shall be resolved through the provisions of Article 23, Grievance Procedure.

### SECTION 3 CLASSIFICATION APPEAL

When an employee is dissatisfied with the classification of his/her position, he/she may appeal his/her position classification in accordance with the following procedure:

- a) Step 1: The employee, or his/her representative, shall write to the Personnel Officer stating what he/she believes the classification of the position should be and the basis for that belief. The Personnel Officer shall give a written decision within seven working days of his receipt of the letter of appeal.
- b) Step 2: If the employee is dissatisfied with the decision of the Personnel Officer, within seven working days of his/her receipt of the Personnel Officer's decision, he/she may file a written appeal to the General Manager. The General Manager shall give a written decision within fifteen working days from his receipt of the appeal of the Personnel Officer's decision.
- c) Step 3: If the decision of the General Manager is not satisfactory to the Union, the decision may be referred to arbitration for resolution in accordance with the provisions of Article 24, Arbitration.

### SECTION 4 SAVED PAY

When an employee is downgraded through no fault of his/her own due to reorganization or correction of a classification error, if the employee's existing rate of pay is exactly the same as the rate of pay for one of the steps of the new grade, that shall be the pay rate assigned. If the employee's existing rate of pay falls between two steps of the pay scale for the new grade, the employee shall be assigned the rate of the higher step. If the employee's existing rate of pay is higher than the pay for the highest step of the new grade, the employee shall be entitled to pay retention for as long as the employee remains in that position. However the employee whose pay is retained under this Section shall receive only one-half of future pay increases until the rate of pay for the highest step of the grade equals or exceeds the retained rate.

## ARTICLE 7 WAGES AND BENEFITS

### SECTION 1 WAGE SCHEDULES

There shall be two wage schedules. Wage schedule WC-1 shall apply to

employees who were on the rolls of the Employer prior to the effective date of this Agreement. Wage schedule WC-8 shall apply to employees entering on the rolls of the Employer on or after the effective date of this Agreement.

Wage schedules shall be issued by the Employer according to the format shown in Section 2. The wage schedules shall be approved by the Union prior to issuance, and upon issuance, shall be considered as appendice to this Agreement.

### SECTION 2 PERIODIC ADJUSTMENTS

Periodic wage adjustments shall become effective as of the first day of the first full pay period in February, June, and October of each year. The adjustment shall be equal to the percentage change in the Anchorage-Alaska, Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), measured over a four-month period preceding the effective date of the adjustment. The February adjustment shall be based upon the percentage change in the CPI-W between July and November of the previous year. The June adjustment shall be based upon the percentage change in the CPI-W between November of the previous year and March of the current year. The October adjustment shall be based upon the percentage change in the CPI-W between March and July of the current year.

### SECTION 3 SHIFT DIFFERENTIAL

Employees covered under this Agreement shall be paid shift differential as follows:

- a) If the majority of shift hours (five or more) fall between the hours of 3:00 p.m. and 12:00 midnight, the differential is 7.5% of the basic wage for all hours in the shift.
- b) If the majority of shift hours (five or more) fall between the hours of 11:00 p.m. and 6:00 a.m., the differential is 10% of the basic wage for all hours in the shift.

### SECTION 4 NORTH END DIFFERENTIAL

Employees permanently located north of Healy shall receive an additional 6% of the basic rate in addition to all other pay and allowances.

### SECTION 5 SUNDAY PREMIUM

Sunday premium pay of 25% will be paid for all regularly scheduled Sunday work in addition to all other pay to which an employee is entitled.

### SECTION 6 STEP INCREASE ON PROMOTION

When promoted, an employee shall receive a wage increase at least

equivalent to a one-step increase in the grade from which promoted.

#### SECTION 7 MEDICAL AND DENTAL INSURANCE

The Employer shall continue to pay both the Employer's and the employee's contribution to the Federal Employee's Health Benefits Program.

The Employer shall pay the premiums for an employee Dental Insurance Program. The benefits of the program selected may be no less than the benefits provided under the Railroad Employees' National Dental Plan.

#### SECTION 8 TIME-IN-GRADE

Waiting periods for step increases are:

<u>Between Steps:</u>	<u>MC-A Wage Schedule:</u>	<u>MC-B Wage Schedule:</u>
1 and 2	104 weeks	13 weeks
2 and 3	104 weeks	26 weeks
3 and 4	104 weeks	65 weeks
4 and 5	104 weeks	104 weeks

#### SECTION 9 HOLIDAYS

Employees shall be excused for all days now prescribed by law as holidays and any that may later be added by law and all holidays designated by Executive Order of the President.

Pay for holiday work shall be computed in accordance with applicable regulations.

#### SECTION 10 DURATION OF THIS ARTICLE

Provisions of this Article shall remain in effect until a new Agreement is signed.

This Article is subject to change or negotiation only on the third anniversary date of the effective date, or sooner only by mutual consent.

#### SECTION 11 MEMORANDUM OF UNDERSTANDING

The parties shall execute a Memorandum of Understanding clarifying the computations, applications, and details of the understandings which have been arrived at during the negotiation of this Article.

### ARTICLE 8 HOURS OF WORK

#### SECTION 1 BASIC WORK WEEK

The basic work week for full time employees is forty hours. The basic work week will be scheduled on five 8-hour days, and the two days outside the basic work week will be consecutive.

#### SECTION 2 ASSIGNMENTS TO TOURS OF DUTY

Assignments to tours of duty will be scheduled not less than one week advance. An employee whose days off are to be changed shall be notified in writing no less than five workdays before the change becomes effect. An employee whose days off will remain the same but whose tour of duty (hours of work) is to be changed more than one hour shall be notified in writing no less than 48 hours before the change becomes effective.

### ARTICLE 9 OVERTIME

#### SECTION 1 DIRECTION OF SUPERVISOR

No overtime shall be worked except by direction of proper authority.

#### SECTION 2 RATE

Time worked in excess of eight hours in any one day or forty hours in any administrative work week will be paid at the overtime rate of time and one-half on an actual minute basis.

#### SECTION 3 ASSIGNMENT

In the assignment of overtime work, preference shall be given to the senior employee regularly assigned to the position for which overtime is to be worked. (See Article 14.)

#### SECTION 4 REQUIREMENT

When necessary, employees will be required to work overtime unless the employee provides sufficient justification to the supervisor that overtime work would cause undue hardship. Employees may request not to work overtime when there are sufficient qualified volunteers available to accomplish the overtime work required.

## SECTION 5 OUTSIDE REGULAR TOUR

Employees required to report for duty in advance of their assigned starting time, or required to remain on duty beyond their scheduled assigned duty hours on an assigned work day within the administrative work week will be paid at the overtime rate for such duty.

When an employee is directed to report for duty outside his/her assigned tour of duty, on rest days or holidays, he/she shall receive not less than four hours' pay at straight-time rates for two hours and forty minutes of work or less. If held on duty in excess of two hours and forty minutes, the overtime rate will be allowed.

## SECTION 6 BREAK

When an employee's regular workday is extended for more than two hours, a paid twenty-minute break will be permitted.

## ARTICLE 10 ABSENCE AND LEAVE

### SECTION 1 ADMINISTRATION AUTHORITY

Absences and leave shall be administered in accordance with ARR Order 1600.1A dated January 16, 1978.

### SECTION 2 APPLICATION FOR LEAVE

Application for annual leave for vacation purposes will be granted on a seniority basis. Enforced leave will be administered on a reverse seniority basis. (See Article 14.)

### SECTION 3 DENIAL OF REQUEST

When a request for annual leave has been denied, the Form SF-71 will be returned to the employee with the reasons for denial noted thereon.

## ARTICLE 11 TRAINING

### SECTION 1 COMMITTEE

A Joint Training Committee shall be established, with one representative

appointed by the Employer and one representative appointed by the Union. In addition, the Training Officer will be present at the meeting.

The Committee shall meet by mutual agreement not later than seven days after the request of either member.

The purpose of the Committee will be to review training programs and suggest improvements or additional programs for the general development of employees within the bargaining unit.

### SECTION 2 ACTION BY EMPLOYER

Consistent with the needs and requirements of the Employer, the Training Section will take necessary action to develop, integrate, and implement the programs or suggestions recommended by the Committee.

## ARTICLE 12 MERIT PROMOTION

### SECTION 1 POLICY

It is the policy of The Alaska Railroad to utilize employees' skills and abilities to the fullest extent practicable. Employees will be promoted on the basis of merit without regard to race, religion, color, sex, marital status, political affiliation, national origin, non-disqualification, physical handicap, membership or non-membership in an employee organization, or any other non-job related factor. The overall objective of the merit promotion process is to assure that positions are filled with highly qualified persons and to assure that all employees have an equal opportunity to apply for advancement.

### SECTION 2 PROCEDURES

#### How it works.

The manager or supervisor determines that a position is needed. He or she describes what tasks and duties need to be accomplished and writes them down. This listing of duties becomes the "job description." After this is done, and he/she has decided upon the skills the employee will need, a request is made to the Personnel Officer to begin procedures to fill the position.

The Personnel Office compares the duties of the position to standards which have been previously established. This comparison determines the grade or level of the position, and consequently, its pay level. Then

a vacancy announcement bulletin is published which describes the duties of the position, the qualifications which are required, and tells how, when, and where a person can apply.

Interested, eligible employees apply for consideration for the vacancy to the Personnel Office. Only employees with permanent status are eligible for consideration. Employees serving in a temporary status may not be considered unless they have established eligibility for the position applied for on a U. S. Civil Service Commission register and have provided proof of such eligibility to the Personnel Office.

If an applicant does not meet these requirements, he or she is informed of this and receives no further consideration.

A panel, composed of Railroad employees, reviews the applications of the persons who do meet the basic requirements and divides them into groups of "Qualified," "Highly Qualified," and "Best Qualified." The list of qualified candidates is sent to the supervisor for consideration for the vacancy. The supervisor may select anyone on this list from the "Best Qualified" group, or may decide not to select any of these applicants and to fill the vacancy by another method.

#### SECTION 3 OTHER METHODS OF FILLING POSITIONS

The Union recognizes that merit promotion is but one means of filling vacancies and other methods of staffing vacancies may properly be utilized by management to the exclusion of the merit promotion process. The Employer recognizes that promotion from within is a valuable and appropriate policy; accordingly, other methods of staffing will be used sparingly and only when the needs of the Railroad require. No loan, detail, or reassignment will be made for the purpose of evading the objectives of the Merit Promotion Program.

#### SECTION 4 APPLICATION OF PROCEDURES

##### Application.

(1) Competitive procedures apply to all promotions and to the following actions:

- a) reassignment or demotion to a position with known promotion potential higher than the position currently held (except as required by reduction-in-force regulations);
- b) selections for details of more than 30 days to a higher grade position or to a position with known promotion potential;
- c) transfers to a higher grade position or position with known promotion potential;

- d) reinstatement to a position at a higher grade than the person last held, or to one having potential for advancement to a higher grade;
- e) appointment of a present or former nontemporary Federal employe from a Civil Service register to a position at a higher grade than the person holds or last held or to a position with known promotion potential;
- f) selections for training required for promotion;
- g) acquisition of, or addition to, a multiple appointment; and
- h) reassignment of a nonsupervisor to a supervisory position.

(2) Procedures of this Merit Promotion Plan do not apply to:

- a) career promotions which are --
  - 1 promotions without current competition when at an earlier stage an employee was selected under competitive promotion procedures for an assignment intended to prepare him/her for the positions being filled if this intention was made a matter of record; or
  - 2 promotions resulting from an employee's position being reconstituted at a higher grade because of unplanned accretion of additional duties and responsibilities.
- b) Reassignment to a position with no greater promotion potential than that of the employee's current position. Management agrees that a reassignment which is made to a position outside the employee's commuting area will be only with the agreement of the employee.
- c) A temporary promotion of 120 days or less.
- d) An action taken as a remedy for failure to receive proper consideration in a competitive promotion action.
- e) A promotion resulting from the upgrading of a position without significant change in duties and responsibilities due to issuance of a new classification standard or the correction of a classification error.
- f) A position change required by reduction-in-force regulations.
- g) Repromotion to a grade or position from which an employee was

demoted within the Railroad without personal cause and not at his/her request. An employee demoted without personal cause will be advised in writing of his/her entitlement to special consideration for re-promotion. An employee will be considered for promotion before other means are used to fill a position.

h) An assignment made within the Multiple Assignment System which provides for the movement of employees from one set of duties to another within a specific job-group or craft.

(3) Entry Level Positions. Employees who desire to change jobs within the Railroad or who wish to be considered for reassignment or transfer to entry level positions may make their wishes known to the Personnel Office. Their names will be placed in a "Skills File" for consideration when such vacancies arise. Entry level positions are those at grade WC-5 and below.

#### SECTION 5 AREA OF CONSIDERATION

Area of Consideration. The Alaska Railroad is the minimum area of consideration for locating candidates for promotional opportunities. Other areas of consideration may be used depending upon types of positions involved, qualification requirements, and availability of highly qualified candidates. When it is clearly evident that a sufficient number of highly qualified candidates will not be available from within the Railroad, the Employer may concurrently consider candidates from other sources. Outside candidates must meet the same qualification requirements as applicants for promotion. The Union will be notified in advance of expansion of the area of consideration.

Competition for temporary promotion will be restricted to the commuting area in which the vacancy exists.

The area of consideration may be extended when an announcement does not produce a desirable number of highly qualified candidates. The decision to expand the area of consideration will be documented in the merit promotion file.

#### SECTION 6 LOCATING CANDIDATES

##### Method of Locating Candidates.

(1) When a vacant position is to be filled through this promotion plan, the Personnel Office will first refer to the selecting official information on any employee entitled to special consideration because of demotion through no fault of his/her own, or oversight in a previous promotion action. If there is none, or none is selected, merit promotion procedures will be initiated.

(2) All employees within the unit have the right to submit applications in response to vacancy announcements and all completed applications submitted on a timely basis will be considered. Employees applying for announced vacancies must submit a Request for Consideration Vacant Position (Form 200a) to the Personnel Office. Applications must be received on or before the closing date specified in the announcement and will not be accepted after the closing date except in unusual circumstances. Employees are encouraged to submit Standard Form 171, "Personal Qualifications Statement," to assure that their records are correct and complete, unless they have a recent application in their Official Personnel Folder.

(3) Employees who are on leave of absence will receive automatic consideration if they file a current application with the Personnel Office before departing. The Personnel Office will file these applications on behalf of the employee, for appropriate vacancy consideration.

(4) A letter of acknowledgment of receipt of application will be sent to the employee on the same day as the application is received in the Personnel Office.

#### SECTION 7 ANNOUNCEMENTS

Issuance of Announcements. All vacancies to which this plan applies except seasonal positions, will be advertised through issuance of announcements within the area of consideration. Announcements will be posted on official bulletin boards. Announcements will be open for at least working days.

As a minimum, all vacancy announcements will contain the following information:

- a) Title, series, salary, and grade of the position.
- b) Career promotion potential of the position.
- c) Organizational and geographic location of the position.
- d) Minimum area of consideration.
- e) Brief description of duties.
- f) If the position is an upward mobility or trainee position.
- g) Minimum qualification requirements.
- h) Number of vacancies.
- i) What the applicant must do to be considered.
- j) Where additional information can be obtained.

#### SECTION 8 QUALIFICATION STANDARDS

(1) Qualification standards used by The Alaska Railroad will conform to the qualification standards established by the U. S. Civil Service Commission.

- (2) A qualification standard may not be changed or modified after the vacancy announcement has been posted unless an error has been made or an inappropriate standard has been used.
- (3) Selective placement factors may be used when such a knowledge, skill, or ability is essential for successful performance in the position to be filled. If used, a selective placement factor becomes a part of the basic qualification standard.

A selective placement factor is a knowledge, skill, or ability essential for satisfactory performance on a particular job and one which can be objectively determined in the evaluation and performance of candidates. As such, it represents an addition to the basic qualification standard for the position being filled. Selective placement factors must be stated on the vacancy announcement for the position being filled.

When supervisory positions are to be filled, basic eligibility for consideration also depends upon possession of the abilities and personal attributes required in the supervisory standards in Handbook X-118 or X-118C.

- (4) Candidates' qualifications will be evaluated on the basis of all pertinent information available, such as:
- experience and training, including self-development efforts;
  - outside volunteer activities that supply experience relevant to the job;
  - awards showing relevant abilities; and
  - abilities demonstrated on the job.

The candidates' application forms and supervisors' evaluations are the usual sources of information.

When a supervisory position is being filled, the panel will carefully consider information denoting the possession of supervisory abilities and potential for supervisory duties.

The names of the candidates rated as best qualified will be listed alphabetically on a promotion certificate in one grouping. The candidates' promotion files will accompany the certificate.

#### SECTION 9 EVALUATION METHODS

The Personnel Office will review all applications filed in response to vacancy announcements to determine if the applicant meets the basic qualification requirements of the position, plus selective placement factors, if appropriate.

If there are fewer than three applicants meeting the qualification standards, the Personnel Office will refer all qualified candidates to the selecting official for consideration.

If there are three or more applicants meeting the qualification requirements, the Personnel Office will convene a Rating and Ranking Panel to make distinctions as to "Qualified," "Highly Qualified," and "Best Qualified" among the candidates.

The Personnel Office will utilize FPM Supplement 335-1 to prepare a Rating Guide to be used by the panel in making distinctions among candidates. Only candidates who meet the guidelines supplied by the Rating Guide will be identified as "Highly Qualified."

In addition to, or instead of, the normal method of evaluating candidates when filling trainee positions (especially those in a special training program) for which special qualification standards have been approved, it may be necessary to use special rating and ranking instruments such as supervisory appraisals, and structured interview to determine which employees have the required aptitudes to be considered for competitive assignment and training. Promotion will follow if performance on the after training warrants. When these special evaluation procedures are to be used, the vacancy announcement will explain all requirements and indicate the potential for promotion after successful completion of the program.

#### SECTION 10 RATING AND RANKING PANEL

The Rating and Ranking Panel will consist of three employees. Not more than one member of the panel may be from the same organizational unit in which the vacancy exists (normally the Branch). All panel members will be in a grade at or above the grade level of the vacant position. At least one panel member must be working in a related field, and none of the panel members may be candidates for the vacancy. Panel members will utilize the "Instructions for Promotion Panel Members" as a guide in rating and ranking candidates. The Personnel Office will provide technical advice and assistance.

At least two of the panel members will be from the bargaining unit. Selection must conform to the requirements in the preceding paragraph.

#### SECTION 11 MAKEUP OF CERTIFICATE

The certificate issued to the selecting official will contain:

- If there are fewer than three qualified candidates, all names;
- If there are three or more qualified candidates, all names of those ranked "Best Qualified."

## SECTION 12 SELECTION

The selecting official will make his/her decision in a prompt and expeditious manner and will complete Form ARR 2235 and return it to the Personnel Office. Each candidate will be notified of his or her selection or non-selection.

- a) If an adequate number of highly qualified candidates (normally three or more), are certified to the selecting official, and he or she does not select any of these candidates, the position may not be filled from a Civil Service register unless:
  - 1 The vacancy was initially advertised under the "grade-banding" concept (such as WC-5/7/9), or as an upward mobility opportunity.
  - 2 The vacancy is readvertised under the grade-banding concept or as an upward mobility opportunity; the selecting official will provide his or her reasons in writing for selecting or non-selecting any candidate on the certificate.
  - 3 The position is an entry-level position.

## SECTION 13 PROMOTION RECORDS

- (1) Standard Form 50. The notification of personnel action, documenting a promotion will show in the "Remarks" section the certificate number and a statement that the promotion was a competitive promotion or a statement showing the kind of career promotion or exception to the merit promotion plan that it was. The notification of personnel action for competitive reassignments will show the certificate number, and if applicable, the training agreement covering the placement. When a position was filled by appointment, transfer, or reinstatement in a competitive situation, the number of the promotion will be shown, even though the selection was not made from the promotion certificate, unless no promotion certificate was issued.
- (2) Promotion File. When the promotion certificate is filed, it will have as attachments:
  - a) Notification of any selective placement factors applied;
  - b) Evaluation factors used to determine the best qualified;
  - c) Names of all the candidates considered and the categories to which they were placed;
  - d) Names of the promotion panel members; and
  - e) A record if the area of consideration was extended.

These records will be retained for two years.

## SECTION 14 INFORMATION TO EMPLOYEES

Information about the Merit Promotion Plan will be given to employees when they enter on duty. The following information will be made available to an employee upon request:

- a) Any record of production or any supervisory evaluation of current or past performance used in considering the employee.
- b) Concerning a specific action:
  - 1 Whether the employee was considered, and if so, whether the employee was found eligible on the basis of minimum qualification requirements for the position.
  - 2 Whether the employee was one of those in the group from which selection was made.
  - 3 Who was selected and why.
  - 4 In what areas the employee should improve to increase chance of future promotion.
  - 5 The evaluation criteria applied.
  - 6 The names of the members of the Merit Promotion Panel.

## SECTION 15 QUESTIONS AND COMPLAINTS

Employees who have questions or complaints about the operation of the Merit Promotion Plan should discuss them with the Personnel Officer. Every reasonable effort will be made to respond to the question or complaint and provide the employee with appropriate information or explanation.

If the matter cannot be resolved on an informal basis, the employee may file a grievance on the matter under Article 23. Mere failure to be selected for promotion when proper promotion procedures are used (non-selection from among a group of properly ranked and certified candidates) is not a basis for a grievance.

## ARTICLE 13 REDUCTION IN FORCE

### SECTION 1 NOTIFICATION TO UNION

The Employer will notify the Union of the necessity for a reduction in

force and of the reasons therefore as soon as it becomes definite that a reduction in force will occur. The Employer will inform the Union of the affected competitive levels and the number of employees affected, when this information is available.

#### SECTION 2 EFFORT TO REASSIGN

The Employer, to the extent consistent with its manpower requirements, will make a reasonable effort to reassign employees whose positions are eliminated. All reasonable action will be taken to avoid or minimize the impact of the reduction in force prior to separating employees.

#### SECTION 3 COMPETITIVE AREA

The competitive area for reduction-in-force purposes of employees in this unit shall be the commuting area regarded as fifty miles one-way driving distance.

#### SECTION 4 REEMPLOYMENT PRIORITY LIST

Any career or career-conditional employee who is separated as a result of reduction in force shall be placed on the Reemployment Priority List, unless the employee states in writing that such consideration is not desired. Employees on this list shall be given preference for reemployment in accordance with applicable regulations. Acceptance of a temporary position by an employee on this list will not affect his/her status on the list or his/her eligibility for reemployment in a permanent position.

#### SECTION 5 LAST INCUMBENT RETURNED

When a position is abolished by reduction in force and reestablished within one year, the last regularly assigned incumbent, if still in the service of the Employer and applies for the position, will be returned to the position.

#### SECTION 6 RETURN TO WC-A SCHEDULE

If an employee who was on the rolls of the Employer in a WC classification on the effective date of this Agreement is subsequently RIFed from employment and is later rehired from the Reemployment Priority List, he or she shall re-enter the WC-A wage schedule and shall not be subject to the WC-B wage schedule.

### ARTICLE 14 SENIORITY

#### SECTION 1 APPLICATION

Seniority (based upon an employee's continuous service with the Employer)

will apply in the assignment of preferred vacation times, overtime, of duty, and selection of shift assignment between similar or like positions within the same work unit.

#### SECTION 2 ROSTER

A seniority roster of bargaining unit employees will be prepared and posted in January of each year.

Where two or more employees start work at the same time, their stand on the seniority roster will be determined by the Alaska Railroad ID number; the employee with the lowest ID number being senior.

### ARTICLE 15 EMPLOYEE SERVICES

#### SECTION 1 LUNCHROOM

A lunchroom will be provided for employees in the General Office Building. The lunchroom will contain refrigerator, microwave oven, stove sink with running water, adequate lighting and ventilation, and sufficient tables and chairs. Employees using the lunchroom must clean up after themselves. The Employer will provide janitorial service. Vending machines may be permitted.

#### SECTION 2 PERFORMANCE IMPROVEMENT

When an employee requests in writing a method to improve his/her performance, the supervisor and the employee shall together discuss and outline specific areas of improvement needed to accomplish a higher level of performance rating. At 90-day intervals, the supervisor will, in writing, advise the employee of his/her progress towards his/her goal of improving his/her performance rating.

#### SECTION 3 HANDICAPPED PARKING

Unit employees handicapped to the extent that walking to and from a parking lot would create an undue hardship shall be assigned a reserved parking space as close to their working areas as possible. Periodic evaluation of handicapped employees who are afforded this special parking consideration may be required where there is reason to believe that the employee's condition may have improved to the extent that special parking consideration is no longer valid.

#### SECTION 4 TESTS AND INTERVIEWS

Tests and interviews required of employees to meet the needs of the Employer will be conducted during normal working hours.

#### SECTION 5 RAIL PASSES

Employees covered by this Agreement and those dependent upon them for support will be given free transportation consistent with pass regulations of The Alaska Railroad and "outside" railroads.

### ARTICLE 16 SAFETY AND HEALTH

#### SECTION 1 OSHA GUIDANCE

The Employer will provide and maintain safe working conditions using Public Law 91-594, Occupational Safety and Health, as a guide. The Union will cooperate to that end and will encourage all employees to work in a safe manner.

#### SECTION 2 OSHA COMMITTEE

The Union will appoint one representative and one substitute representative from the bargaining unit to attend the monthly OSHA Safety Committee meeting.

#### SECTION 3 OBSERVATION OF RULES

Each employee will observe all safety rules and regulations prescribed by the Employer.

#### SECTION 4 INFORMATION TO UNION

The Union will be supplied with a copy of the monthly injury-illness statistical report.

#### SECTION 5 ON-THE-JOB INJURY

If an employee is injured on the job, prime consideration will be given to the employee's welfare. Proper medical attention will be given at the earliest possible time.

#### SECTION 6 FIRST AID

The names of employees qualified to administer first aid and their locations shall be posted on all bulletin boards.

#### SECTION 7 NO DISCIPLINE FOR INJURY

No employee shall be disciplined or dismissed because of being injured unless the employee caused the injury through carelessness or negligence.

#### SECTION 8 PROTECTIVE EQUIPMENT

No employee shall be required to work in areas where conditions detrimental to health and safety exist without proper personal protective equipment or other safety devices. Management shall determine when such equipment and devices are necessary and will provide them without cost to the employee. When such a device or equipment is issued to an employee, he/she will be required to use it in the proper manner.

#### SECTION 9 LIGHT DUTY

When an employee is injured on the job or is on sick leave as a result of personal injury or illness and is released for light duty by proper medical authority, the Employer will make an effort to provide light-duty assignments when such work is available.

### ARTICLE 17 TECHNOLOGICAL CHANGE

#### SECTION 1 INFORMATION TO UNION

The Employer will advise the Union in advance of any proposed technological change. Technological change is defined as a change in equipment, materials, and/or methods which result in a reduction in the number of bargaining unit employees. Upon request, the Employer will promptly meet with the Union to discuss the effects of the proposed technological change upon the work force. It shall be the Employer's responsibility to provide the Union with full information regarding the effects of the proposed technological change in order to determine the effect upon the bargaining unit.

#### SECTION 2 RETRAINING

The Employer agrees that when technological changes take place that require additional knowledge and/or skills on the part of employees, the employees will be given the opportunity to acquire the knowledge and skill necessary to retrain. Employees affected by technological change shall be given first preference for retraining in accordance with the retention standing, provided they have the basic knowledge for retraining.

ARTICLE 18  
PUBLICITY AND BULLETIN BOARDS

SECTION 1 NEW EMPLOYEE ORIENTATION

As a part of their orientation, new employees hired into a position included within the bargaining unit will be informed of the contractual relationship between the Employer and the Union, and will be introduced to the Union steward of the area to which they are assigned.

SECTION 2 BULLETIN BOARDS

The Employer will make a reasonable amount of space available on bulletin boards for use by the Union. The Union will assure that materials which are posted are removed in a timely manner and that bulletin boards do not become cluttered, crowded or unsightly. The Union will also assure, to the satisfaction of the Employer, that it will post no material which violates the security of the Employer, or relates to any partisan political matter, or which is derogatory to the management or supervision of The Alaska Railroad.

SECTION 3 PRINTING THE AGREEMENT

The Employer shall bear the cost of printing this Agreement, reducing it to a book form approximately 3 1/4" x 5" with an appropriate soft cover with the Union seal affixed.

SECTION 4 ARR TELEPHONE DIRECTORY

The Employer agrees to list the name and telephone numbers of officers and stewards of the Union in The Alaska Railroad telephone directory.

ARTICLE 19  
DISCREPANCIES IN PAY

SECTION 1 SHORTAGE - PAYMENT

When there is a shortage equal to one day's pay or more in the pay of an employee, payment covering the shortage will be made promptly if requested.

SECTION 2 CLAIM PROCEDURE

Claims for money payments alleged to be due, arising from any cause may

be made only by the employee or a representative on his/her behalf and must be presented in writing to the employee's immediate supervisor within 30 calendar days from the date giving rise to the alleged basis for claim. When such claim is made in writing and is not allowed, the employee will be notified in writing of the non-allowance within 30 days and the reason therefor. If claims are not made within the time limit specified in this Section, they will be neither entertained nor allowed.

If the Employer fails to meet the time limits of this Section, the employee shall win the claim by default.

SECTION 3 WAIVER OF OVERPAYMENT

Claims arising from an erroneous overpayment of pay or allowances may be waived in whole or part in accordance with applicable regulations.

When it is determined that an employee must repay an overpayment, the payment may be spread over a period of time to minimize financial hardship to the employee.

ARTICLE 20  
LETTERS OF CAUTION OR WARNING

SECTION 1 PURPOSE

Letters of caution or warning may be issued to improve an employee's performance or conduct. The receipt of such a letter is not a grievable matter. The privacy of such letters must be protected to insure against misuse.

SECTION 2 MAINTENANCE

When a letter of caution or warning is issued, it shall be signed by employee acknowledging receipt, and noting intent to respond. An employee who disagrees with the contents of such a letter may write a letter stating his/her views on the matter. The letter of response will be maintained together with the letter of caution or warning.

SECTION 3 RETENTION

Letters of caution or warning may be retained only until the employee's next annual performance evaluation. If the letter has failed to bring about improvement in the employee's performance or conduct, this fact will be noted on the performance evaluation form.

ARTICLE 21  
DISCIPLINARY ACTIONS

SECTION 1 DEFINITION

Disciplinary actions are letters of reprimand and suspensions for thirty days or less.

SECTION 2 JUST CAUSE

Disciplinary actions will be taken only for just cause. All things being equal, there shall be like penalties assessed for like offenses. If the employee alleges, after such disciplinary action is proposed, that charges are untrue, facts misrepresented, or the penalty too severe, he or she may grieve the decision under the procedures of Article 23.

Prior to making a determination as to whether disciplinary action is warranted, the Employer may undertake preliminary investigations or discussions with the employee concerned, or others who may have knowledge of the situation.

SECTION 3 EFFECTIVE DATE

Disciplinary action will not become effective until the grievance procedure, if used, has been exhausted.

SECTION 4 TEMPORARY EMPLOYEES

Discharge of an employee in a temporary employment status is not a grievable matter.

SECTION 5 TARDINESS

An employee who is tardy by twenty minutes or less may be excused at the discretion of his/her supervisor if his/her reasons for tardiness are sufficient. Habitual tardiness is cause for disciplinary action.

ARTICLE 22  
MAJOR ADVERSE ACTIONS

SECTION 1 DEFINITION

Major adverse actions are: removal or discharge, suspension for more than thirty days, furlough without pay, and reduction in rank or pay.

SECTION 2 PRIOR DISCUSSION

The Employer agrees to informally discuss with the employee and his/her Union representative, if any, the basis for a proposed adverse action prior to its issuance. The Employer will carefully consider the employee's views and inform the employee and his/her representative, if any, of its intent before instituting formal action.

SECTION 3 UNION REPRESENTATION

When the Union is named in writing as the employee's representative, Employer will immediately furnish the Union with copies of the proposed adverse action, and the decision on adverse action. Copies of correspondence addressed to the employee on this subject will be furnished the Union.

SECTION 4 UNION PRESENCE AT HEARING

If the employee elects not to have Union representation, the Union may have an observer present at the adverse action hearing without charge or leave. The parties recognize that the presence of an observer is a matter within the discretion of the FEAA Appeals Officer in charge of the hearing.

SECTION 5 APPEALS

Appeals of adverse actions may be made directly to the Seattle Field Office, Federal Employee Appeals Authority. To be properly considered, the appeal must:

- a) be in writing;
- b) indicate the reasons for contesting the adverse action, with a list of proof and pertinent documents;
- c) indicate the relief sought;
- d) be submitted no later than fifteen calendar days after the effective date of the adverse action; and
- e) be addressed to: Seattle Field Office, Federal Employee Appeals Authority, U. S. Civil Service Commission, Federal Building, Second Avenue, Seattle, Washington 98174.

A hearing must be requested if one is desired. The decision rendered by the Federal Employee Appeals Authority is final.

ARTICLE 2)  
GRIEVANCE PROCEDURE

SECTION 1 EXCLUSIVE PROCEDURE

The purpose of this Article is to provide the exclusive procedure for Employer, Union, and employees in the unit for the settlement of grievances involving the interpretation or application of this Agreement, or disciplinary actions, and will be used for the resolution of the same types of grievances or disputes which would be processed through the agency grievance procedure. A grievance under this Article is defined as a dispute or complaint between the parties or the employees covered by this Agreement.

When a question arises concerning grievability, the parties shall stipulate to the facts and submit them to arbitration as a threshold issue to the merits of the grievance.

SECTION 2 SETTLEMENT AT LOWEST LEVEL

The parties agree that most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily at the first level of supervision. Every effort will be made to resolve grievances at the lowest level without fear of retaliation. The initiation of a grievance in good faith should not cast any reflection on an employee's standing with his/her supervisor or his/her loyalty or desirability to the Employer, nor should the grievance be considered as a reflection on the employee's supervisor.

SECTION 3 REPRESENTATION

An employee may represent himself/herself or be represented by the Union when presenting a grievance under this Article. Any employee or group of employees in the unit may present grievances to the Employer and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and a Union representative has been offered the opportunity to be present at the adjustment.

Employee participants in grievance meetings shall be administratively excused from their duties if they would otherwise be in a duty status; however, no overtime will be authorized for participation in grievance meetings.

SECTION 4 TIME LIMIT

To be processed, a grievance must be initiated within twenty working days

from:

- a) the occurrence of the matter which gave rise to the grievance; or
- b) the time the employee became aware of being aggrieved.

SECTION 5 PROCEDURE

- a) INFORMAL STEP -- An employee shall first take up his/her problem with his/her immediate supervisor. If the problem is not resolved, the supervisor will meet with the grievant and his/her Union representative, if one is desired by the grievant, to attempt resolution. Within five working days from this meeting, the supervisor will give his/her decision and will assure that it is understood by the grievant. The parties expect that most grievances will be settled at this step.
- b) FIRST FORMAL STEP -- If the employee elects to pursue his/her grievance, the grievance shall be reduced to writing and shall contain, at a minimum, the nature, time, and date of the action or incident giving rise to the grievance (when applicable), the Agreement provision alleged violated, the date of the discussion required at the informal step, the corrective action desired, and the signature of the grievant. Unsigned or anonymous grievances will not be acknowledged or entertained. If the employee desires a meeting on the matter, this statement must also appear on the written grievance. Grievances deficient in required details will be returned to the grievant for inclusion of additional necessary information.

The written grievance must be submitted to the Chief of the branch within seven working days following the supervisor's decision in the previous step. If a meeting is requested, the Branch Chief shall schedule a meeting within seven working days from receipt of the written grievance to attempt resolution. The employee may be accompanied by a Union representative. The written decision of the Branch Chief will be given to the employee within seven working days following receipt of the grievance, or of the meeting if one is held.

- c) SECOND FORMAL STEP -- If the employee elects to pursue his/her grievance, he/she must submit the grievance to the Division Chief within seven working days from receipt of the first formal step decision. If a meeting is requested, the Division Chief shall schedule a meeting within seven working days from receipt of the written grievance to attempt resolution. The employee may be accompanied by a Union representative who may be assisted by an additional Union official, if necessary. The written decision of

the Division Chief will be given to the employee within seven working days following receipt of the grievance, or of the meeting if one is held.

- d) **THIRD FORMAL STEP** -- If satisfactory settlement has not been reached, the Union or the Employer may request a meeting on the matter to be held in the presence of the General Manager. Request for such a meeting must be made within fifteen days of receipt of second formal step decision. The General Manager will schedule a meeting to include the principles in the grievance, a Union representative if desired by the employee, and other employees whose presence is deemed necessary. The General Manager will give his decision in writing to the employee within fifteen working days from the date of the meeting.

If the grievance is not satisfactorily settled by the decision of the General Manager, the Union may refer the matter to arbitration.

#### SECTION 6 EXTENSION OF TIME

If the Employer fails to reply to a grievance in a timely manner as prescribed in Section 5, the employee may process the grievance to the next step. If the grievant fails to process the grievance in a timely manner, the grievance shall be closed by the decision rendered at the previous step.

All time limits in this Article may be extended by mutual consent.

#### SECTION 7 UNION GRIEVANCE

The Employer recognizes the right of the Union to file grievances in its own name, directly to the General Manager or his designee. The following procedure will apply:

- a) The grieving party will initiate informal discussion within ten working days of the occurrence giving rise to the grievance or from the date the grieving party became aware of the incident.
- b) If the matter remains unresolved, a written grievance may be filed with the other party within ten working days of the informal discussion. The requirements of Section 5(h) are applicable.
- c) The party to whom the grievance was submitted will give a written decision within ten working days from receipt of the grievance.
- d) If the written decision is not satisfactory to the grieving party, the parties will meet within ten working days to discuss the matter.

- e) If the grievance remains unresolved, it may be submitted to arbitration in accordance with provisions of Article 24.

#### SECTION 8 STATUTORY APPEALS

Matters for which statutory appeals procedures exist shall not be considered under this Article nor under Article 24. When such matters arise, the employee shall be notified of his/her appeal rights.

### ARTICLE 24 ARBITRATION

#### SECTION 1 PRE-ARBITRATION CONFERENCE

The parties agree that prior to considering arbitration every effort will be made to resolve grievances inhouse, and will direct their resources towards achieving that goal. In addition, the parties will jointly explore settlement of the grievance at a pre-arbitration conference.

#### SECTION 2 ARBITRAL MATTERS

If the Employer and the Union fail to settle any grievance arising under Article 23, with respect to the interpretation, application, or alleged violation of this Agreement, or implementation of agency regulations, such dispute shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Such written request must be submitted not later than twenty working days following the conclusion of the final step of the grievance procedure. Arbitration on an employee's grievance may be invoked only by the Union. Arbitration concerning an Employer or Union grievance may be invoked by the party initiating the grievance.

#### SECTION 3 SELECTION OF ARBITRATOR

Within ten working days from the date of receipt of the arbitration request, the parties shall meet for the purpose of selecting an arbitrator. The parties shall use the services of local arbitrators if available and mutually acceptable. If agreement cannot be reached, either party may request the Federal Mediation and Conciliation Service to submit a list of five impartial persons qualified to act as arbitrators. The parties shall meet within ten working days after the receipt of such list. If they cannot agree upon one of the listed arbitrators, the Employer and the Union will each strike one name from the list of the five and shall then repeat this procedure. The party to strike first will be determined by the flip of a coin. The name remaining shall become the duly selected arbitrator.

SECTION 4 PRESENTATION OF ISSUE

Following selection of the arbitrator and indication of his availability, the parties will prepare a joint letter submitting the issue in dispute. The letter shall present, in question form, the matter on which arbitration is sought and shall outline the agreement provisions governing the arbitration. It may contain mutually agreed upon stipulations of fact and it may be accompanied by any documents the parties mutually agree should be submitted to the arbitrator in advance of the hearing which may not necessarily be stipulations of fact. If the parties mutually agree, the entire matter may be submitted to arbitration for review and decision without a hearing.

SECTION 5 HEARING

The arbitration hearing will be held during the regular dayshift hours of the basic work week. Upon the request of either party, or the arbitrator, the arbitration proceedings will be recorded. The party requesting the recording shall bear the cost. Employee participants in the hearing shall be administratively excused from their duties if they would otherwise be in a duty status; however, no overtime will be authorized for participation in the arbitration hearing. The arbitrator will be requested to render a bench decision on the case with a written award within two weeks, but not later than thirty days following the conclusion of the hearing.

SECTION 6 JURISDICTION OF ARBITRATION

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

In no event shall arbitration extend to the interpretation of any directive or regulation of higher authority, including but not limited to, the regulations or directives of the Federal Railroad Administration, the Department of Transportation, or the United States Civil Service Commission.

SECTION 7 BINDING AWARD

The award of the arbitrator shall be binding on the parties. However, each party reserves the right to file an appeal of the arbitrator's award with the Federal Labor Relations Council under its rules.

SECTION 8 FEE OF ARBITRATOR

The fee and expenses of the arbitrator shall be paid for by the loser of the arbitrator's award.

ARTICLE 25  
NO STRIKE

SECTION 1 PRINCIPLE

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of scheduled work. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, or any instigation thereof.

ARTICLE 26  
VOLUNTARY DUES REDUCTION

SECTION 1 CONDITIONS

Union dues (the regular, periodic amount required to maintain an employee in good standing in the Union) shall be deducted by the Employer from the employee's pay each payroll period when the following conditions have been met:

- a) The employee is a member in good standing of the Union or has signed up for membership subject to the payment of his/her dues through voluntary allotment as provided herein.
- b) The employee's earnings, after all other deductions, are sufficient to cover the amount of allotment.
- c) The employee has voluntarily authorized such a deduction on Standard Form 1187, Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization.
- d) The appropriate official of the Union has completed and signed Section A of the form.
- e) The completed form has been turned over to the Employer by the Union.

Deduction of dues shall begin with the first pay period which occurs after receipt of the Standard Form 1187 by the Employer.

SECTION 2 AMOUNT

The amount of union dues to be deducted each bi-weekly pay period shall

remain as originally certified on such allotment forms until a change in the amount of such dues is certified to by the authorized Union official, showing the new amount, is transmitted to the Employer by the Union. Such change will begin with the first pay period after receipt of the notice of change by the Employer, or a later date if the forms so designate. Such changes shall not be made more frequently than once each six months.

Multiple levels of dues withholding are permissible; however, the amount of dues to be withheld shall remain unchanged until the Union certifies that the amount of dues has changed for a particular member or members and showing the specific amount of the new deduction.

#### SECTION 3 TERMINATION

An employee's voluntary allotment for payment of union dues shall be terminated with the start of the first pay period following the pay period in which any of the following occur:

- a) Loss of exclusive recognition by the Union.
- b) Separation of the employee from the Alaska Railroad.
- c) Receipt by the Employer of notice from the Union that the employee has been expelled or has ceased to be a member in good standing.
- d) Termination of this Article of this Agreement.
- e) The employee is promoted or otherwise removed from the bargaining unit.

An allotment for the deduction of an employee's union dues may be terminated by the employee through submission to the Employer of Standard Form 1188 (or individual substitute), properly executed in duplicate by the employee. Such duplicate shall be promptly forwarded by the Employer to the Union upon receipt from the employee. A termination of allotment under this Section shall be effective with the first full pay period following March 1 or September 1, whichever is the earlier, provided that the revocation is received by the Employer sufficiently in advance of such date.

#### SECTION 4 RESPONSIBILITIES OF UNION

The Union is responsible for purchasing the standard allotment form prescribed by the Comptroller General, distributing it to its members, certifying as to the amount of its dues, delivering completed forms to the Employer, and educating its members on the program for allotments for payment of dues, its voluntary nature, and the use and availability of the required forms.

#### SECTION 5 COST OF SERVICE

The Employer shall transmit to the Union Secretary-Treasurer or other allottee or financial organization as designated, after each regularly scheduled pay day, a payment to the Union in the amount equal to the grand total of all such monetary allotment deductions made, less 5.02 per cent deduction, which shall be the Employer's fee for performing such service, together with a duplicate listing of members for whom deductions were made, and a copy of all revocation notices received in the payroll office during the preceding payroll period. The Employer shall also transmit an alphabetical remittance listing containing the following information:

- a) Employee name and ID number.
- b) Dues withholding amount.
- c) The gross amount deducted, and the amount retained.

#### ARTICLE 27 EFFECTIVE DATE AND DURATION

#### SECTION 1 DURATION AND REOPENING

This Agreement becomes effective as of the date shown on the last page and will remain in effect for a period of three years.

Either party may give notice to the other, not more than 90 nor less than 60 days prior to any anniversary date, of its intention to amend or modify this Agreement. Proper notice being given, the parties shall meet within a reasonable time to negotiate regarding such proposed amendments or modifications. This paragraph does not apply to Article 7, which may be reopened only upon mutual consent or three years from the effective date.

This Agreement may at any time be reopened, supplemented, or amended by mutual consent of the parties. The present agreement will remain in effect during any such renegotiation and until a new agreement is approved.

If neither party serves notice to renegotiate this Agreement, it shall be automatically renewed for two-year periods, and remains subject to the other provisions of this Article.

#### SECTION 2 PERIODIC REVIEW

A periodic review of this contract will be made by the parties at three-month intervals to ascertain that no problems in the interpretation of this Agreement arise.

SECTION 3 CONFLICT WITH HIGHER AUTHORITY

If any portion of this Agreement is determined to be in violation of any law, regulation, Executive Order, or published directive of higher authority, only that portion shall be affected, and all other provisions shall remain in full force and effect.

SECTION 4 CHANGES IN LAW AND REGULATION

During the duration of this Agreement, changes in applicable law and regulations from higher authority which affect this Agreement, including court decisions, decisions of the Federal Labor Relations Council, and the Assistant Secretary of Labor for Labor/Management Relations will subject the affected Article to negotiations within thirty days after proper notice has been given by either party.

Signed and effective this twenty-first day of July, 1978.

For American Federation of  
Government Employees, Local #183:

For The Alaska Railroad:

Burton Goldberg  
Burton Goldberg

Ernst Eastman  
Ernst Eastman

Janice Blanchard  
Janice Blanchard

Ronald W. Krueger  
Ronald Krueger

Jack H. Burton  
Jack Burton

William Bullaly  
William Bullaly

Bruce Barnes  
Bruce Barnes

Jack Hepworth  
Jack Hepworth

APPROVED:

Dennis Carmen  
Dennis Carmen  
President

APPROVED:

William L. Dorcy  
William L. Dorcy  
General Manager

AMERICAN  
TRAIN  
DISPATCHERS  
ASSOCIATION

BASIC  
LABOR  
AGREEMENT  
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ALASKA RAILROAD LABOR POLICY STATEMENT

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

The Alaska Railroad as an agency of the Government of the United States is dedicated to the accomplishment of certain public purposes as provided in the Act of March 12, 1914, which directed the President of the United States to construct and operate a railroad in the Territory of Alaska (now the State of Alaska). Among these public purposes are the furtherance of the development of Alaska and the support of national defense. The duties and responsibilities necessary to accomplish these public purposes have been vested by Executive Order of the President No. 11107, dated April 25, 1963, and supplements thereto, in the Secretary of the Interior; and the Secretary, by appropriate orders and regulations, has delegated certain responsibility for operating the Railroad to its General Manager.

#### Section 1. Definitions

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

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

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

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

**Supplementary Labor Agreement:** This term refers to the written agreement or series of agreements which are negotiated and made effective between management officials and representatives of employees within the purpose and in the implementation of the general policies and guidelines of a basic labor agreement. The periodic negotiation and adjustment of wages and related pay matters and detailed working rules and standards are characteristic of the subject matter of supplementary labor agreements. They may not delete, modify or otherwise nullify any of the policies and procedures which have been incorporated in the Basic Labor Agreement.

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

## Section 2. Compliance

2.1. It is recognized that in labor-management negotiations, and in the administering of all matters covered by this agreement, both the Railroad and the employees are governed by the provision of applicable federal laws and regulations, including the labor relations policies and regulations prescribed in Part 376 of the Department of the Interior Manual, all of which are regarded as paramount. This agreement shall at all times be applied subject to all such federal laws, Executive Orders, Secretarial instructions, or directives, related policies and regulations, and the public interest involved in the orderly, efficient and continuous progress of Department of the Interior operations.

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

## Section 3. Scope

This agreement is applicable to those employees of the Railroad not subject to the Classification Act of 1949, as amended, a majority of whom in any particular trade or craft has designated as their representative a labor organization signatory to this agreement.

## Section 4. Employee Rights to Labor Representation

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

4.2. In the exercise of the right to form or join organizations and designate representatives, employees shall be free from any and all restraint,

interference or coercion on the part of management, and the supervisory staff is prohibited from exercising any such restraint, interference or coercion. By the same token the designation of individuals and officers to represent the management of the Railroad for the purpose of this policy is entirely the responsibility of the General Manager.

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

#### Section 5. Discrimination Prohibited

Appointments to the service of the Railroad are to be made strictly on the basis of merit and efficiency. No test of race, color, religious belief, or political affiliation, except as prescribed by law, will be required of any employee, or considered in his appointment, promotion, demotion, transfer, retention in or termination of service with the Railroad, nor shall any employee of the Railroad nor anyone seeking employment be required to join or refrain from joining any duly accredited organization as a condition of appointment, promotion, demotion, transfer, retention in or termination of service.

#### Section 6. Determination of Bargaining Rights

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

6.2. In the initial determination of representation rights and in resolving disputes as to these rights, both employees and management are governed by the appropriate section of the Departmental Manual, Department of the Interior, specifically Part 376, D.M. 2.

#### Section 7. Duty to Confer

7.1. If a craft or group of employees has properly designated an organization to represent them in accordance with the provisions of Section 5 above, the representatives of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter treat with such organization and its officers for the purposes described in the preamble to this agreement.

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

7.3. Differences or disputes between an employee or group of employees and the Railroad, growing out of grievances or out of the interpretation or application of the terms of jointly promulgated schedules, having been handled by the employees or their representatives through established supervisory channels up to and including the Branch Head concerned and the Personnel Officer, the General Manager will then call a conference. Conferences for the adjustment of such differences or disputes will be held whenever possible during the regular working hours, and when so held, labor organization representatives actually working will not lose pay, provided that the number of such representatives of the labor organizations concerned does not exceed two.

7.4. Conferences may be requested by the labor organizations or the Railroad announcing their desire to revise rates of pay or the jointly promulgated agreements, and having given proper notice, the time and place for the beginning of such conferences will be announced. The time required by labor organization representatives in the employ of the Railroad when attending such conferences will not be paid for by the Railroad. Labor organization representatives attending conferences for revision of pay rates or jointly promulgated agreements shall be granted leave as accrued, or leave without pay, to attend such meetings.

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

#### Section 8. Written Agreements

8.1. Rates of pay, hours regulations and working rules in the determination of which employees, through accredited organizations, have participated will be reduced to writing and will be promulgated as schedules over the joint signature of the General Manager and the officers of the organization or organizations representing the employees concerned. Such agreements shall be regarded as Supplementary Agreements as defined in Section 1 of this agreement, and, in accordance with the applicable regulations of the Department of the Interior, need not be submitted to the Secretary for approval.

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

8.3. The Railroad will not make unilateral changes in the terms of any labor agreement pending settlement of outstanding differences through mutually agreeable procedures, except those that are dictated by the Department of the Interior for the public purpose.

Section 9. Wage Policy

9.1. The making of agreements in regard to rates of pay or modifications in rates of pay, including rules related thereto, shall be governed by the following wage policy.

a. To establish a means of understanding in reaching fair and equitable wage settlements on The Alaska Railroad, now and in the future, the following principles and procedures will govern the wage negotiations and become effective with the effective date of this agreement.

1. That the wage rates payable to the employees of the Northern Pacific Railway constitute a fair and equitable pattern to be used as the basis for determining wage rates for employees of The Alaska Railroad.

2. That the Alaska Railroad employees should receive, over and above the basic rate for comparable occupations on the Northern Pacific Railway, a percentage differential equal to the differential by which the weighted average of Anchorage-Fairbanks consumer prices exceeds average consumer prices in all cities in the lower forty-eight states for which place-to-place consumer price differentials are computed by the Bureau of Labor Statistics of the Department of Labor. It is agreed that the weighted average index of Anchorage and Fairbanks will be determined by the proportion of Alaska Railroad employees at Fairbanks and Healy and points between Fairbanks and Healy, as compared to employees south of Healy. Proportion of Alaska Railroad employees at Fairbanks and Healy and points between Fairbanks and Healy, as compared to employees south of Healy, will be computed as of effective date of the first wage adjustment subsequent to the date of this basic labor agreement and as of the effective date of each wage adjustment thereafter.

3. That basic wage increases on the Northern Pacific Railway shall be added to all Alaska Railroad employees' wage rates in accordance with the provisions of this agreement. The effective date of such increases shall be as of the effective date of such wage changes occurring on the Northern Pacific Railway, or the earliest effective date thereafter permissible under applicable Comptroller General rulings.

4. At the time of such increases referred to in paragraph 3 above, a cost-of-living differential will be added to the increase to the extent necessary to maintain a differential, by occupation, as outlined in paragraph 2 above; provided, that no differential will be added to the increase when the new Alaska Railroad wage rate already equals or exceeds the differential requirements as set forth in paragraph 2 above.

5. Changes in the Bureau of Labor Statistics cost-of-living differential index will not affect Alaska Railroad cost-of-living differential until the next following wage adjustment on the

Northern Pacific Railway and will be effective coincident with such Northern Pacific wage adjustment. .

6. If the increases granted on the Northern Pacific Railway are in the form of percentage increases, such increases will be computed on a cents per hour basis for the purpose of this agreement.

7. It is agreed that wage increases as specified in this agreement will not be applied retroactively to any employee not employed by The Alaska Railroad as of the date final settlement is reached as a result of negotiations on the Northern Pacific Railway. Exceptions to this rule will be (a) employees who entered into military service, voluntarily or otherwise, after the effective date established, (b) employees who were separated for reasons of retirement under the Civil Service Retirement Act after the established effective date of the wage increase, (c) heirs of deceased employees.

8. In the event the Northern Pacific Railway merges with another carrier, the Alaska Railroad wage rates will be based on that portion of the merged carrier which consists of the trackage now operated by the Northern Pacific Railway. .

9.2. Accredited labor organizations or the General Manager will give at least thirty days' notice of desire for conference to revise rates of pay. The time and place for the beginning of such conferences will be agreed upon within ten days of receipt of such notice.

#### Section 10. Disputes, Board of Adjustment, Board of Arbitration

10.1. The parties to this agreement recognize that the prompt and orderly settlement of disputes in a fair and reasonable manner is essential to good labor relations and to the efficient accomplishment of the purpose for which the Railroad exists. To this end officials of the Railroad and employees and their representatives will make every effort to resolve their disputes at the first level of management where the dispute originates. In the event that disputes are not so resolved, they shall be handled in accordance with the procedures outlined below.

a. Grievances brought by employees or their representatives shall be handled in the first instance with the Railroad officials having primary responsibility for the subject matter of the grievance.

b. Appeals from the decision of the Railroad official with primary responsibility shall be to the next highest official in line, except that the last appeal prior to submission of the case to the General Manager shall be to the Personnel Officer. There shall be no exception to the carrying of appeals through channels, as described above, except by agreement or mutual assent.

c. Any grievance must be filed, in writing, within thirty days after the first occurrence which gives rise to said grievance. Grievances not filed within this time limit will not be entertained or allowed. A decision on said grievance must be made within thirty days from the date the grievance is received by the official having responsibility in each instance. An appeal to the next higher authority must be made within thirty days and a decision thereon must be made within thirty days. If a decision is not made by the responsible official within the time limit prescribed for him to make a decision, the decision will automatically be in favor of the employee or claimant.

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

10.3. Disputes over grievances arising from the interpretation of the provisions of Supplementary Agreements and which are not resolved to the satisfaction of the parties on appeal to the General Manager, in accordance with the provisions governing grievances in the Supplementary Agreements, shall be submitted to a Board of Adjustment. Such Board of Adjustment shall be established in accordance with the following terms and conditions.

a. The procedures for the settlement of grievances arising out of the interpretation of the agreement covering the rates of pay, (but not wage-setting policy), rules and working conditions, and operating and safety rules for the employees of The Alaska Railroad, as represented by the employee organization signatory hereto, will be as follows:

1. There shall be established on The Alaska Railroad as the occasion requires a Board of Adjustment to be composed of three members; one member to be designated by the carrier; one member by the labor organization involved; and the third member, not affiliated with either the carrier or the labor organization, and who need not be a resident of Alaska, to be selected by the agreement of both parties.

2. If selection of the third party from local sources cannot be agreed upon, the third party will be selected from a list of available neutrals submitted by the National Mediation Board, furnished by joint request of management and the union involved.

3. It shall be the duty of this Board to begin hearings on grievances submitted to it prior to the expiration of a period of ten days from the date on which the last member necessary to complete the Board is appointed. Unless both parties to this agreement agree upon some other location, all the hearings conducted by this Board shall be held in the city of Anchorage, Alaska. The Board shall make its award prior to the expiration of a period of thirty days from the date on which the Board concludes its hearings. The parties hereto may agree at any time prior to the making of such award by the Board to an extension of time.

4. The award of the Board shall be final and conclusive upon the parties hereto as to the facts determined by the Board and as to the merits of the controversy decided, unless disapproved by the Secretary of the Interior within thirty days from the receipt of the award in the Office of the Secretary. Should either party object to the findings of the Board and enter into correspondence or communications with the Secretary, other parties of the Board shall receive copies in advance of such correspondence or communications.

5. In the event a dispute arises involving an interpretation of the Board award, upon request of either party, the Board shall interpret the award in light of the dispute.

6. A majority of all members of the Adjustment Board shall be competent to make an award or interpret an award with respect to any dispute submitted to it.

7. The members of the Board representing the carrier and the labor organization shall be compensated by the party they represent. Each neutral party shall receive from The Alaska Railroad such compensation as the Railroad may fix, together with the necessary traveling expenses and expenses actually incurred for sustenance, or shall receive a per diem allowance in lieu thereof, subject to the provisions of law applicable thereto while serving as such third or neutral party.

8. The Board so constituted under the provisions of this agreement shall serve only for the case or cases submitted to it at the time of its organization and until such cases have been heard and award rendered. The above provisions shall not prohibit any member of a Board from serving in a similar capacity on a subsequent Board.

9. Nothing in this agreement will be construed to give the Adjustment Board any jurisdiction over the Operating Rules of the Railroad.

10.4. Disputes over wage rates or related wage rules shall be resolved in accordance with the provisions of arbitration contained in the following procedures.

a. If efforts to bring about agreement in disputes over general changes in wage rates or in related wage rules are unsuccessful, the Railroad and the labor organization involved agree to the submission of the facts to a Board of Arbitration established in accordance with the terms and conditions contained herein.

b. The Board shall consist of one neutral person and one member representative of the labor organization or organizations and one member representing the Railroad. The neutral member shall be selected from the lists of available neutrals maintained by the National Mediation Board.

c. The parties to a given dispute, referable to an Arbitration Board, shall prepare jointly an arbitration Agreement applicable to such dispute which shall contain at least the following:

1. A provision that the Arbitration Board and the representatives of management and labor, parties to the dispute being arbitrated, will adhere to the rules for arbitration contained in these procedures.

2. The effective date of the Arbitration Agreement and identification of the parties thereto.

3. A provision that the arbitration proceedings will be guided by the principles of the Railway Labor Act of 1926, as amended.

4. A clear and specific statement of the question to be submitted to the Arbitration Board, and a provision that the arbitration question or parts thereof may be withdrawn from arbitration by mutual agreement.

5. A provision that, within a reasonable time, hearings will commence at Anchorage, Alaska or Washington, D. C., as mutually agreed upon by the parties.

6. A time requirement as to the appointment of members of the Arbitration Board.

7. A time requirement for the decision of the Arbitration Board with provision for extension of time by mutual consent.

8. A provision that the award, a transcript record of the arbitration proceedings, and minutes of meetings of the Board of Arbitration shall constitute the full and complete record of the arbitration.

d. The award of the Board shall be final and conclusive upon the parties hereto as to the facts determined by the Board, and as to the merits of the controversy decided, unless disapproved by the Secretary of the Interior within thirty days from receipt in the Office of the Secretary, Department of the Interior, of the complete record and minutes of the findings and award of the Board. Should either party object to the findings of the Board and enter into correspondence or communications with the Secretary of the Interior, other parties of the Board shall receive copies of such correspondence and communications.

e. In the event a dispute arises involving an interpretation of the Board award, upon request of either party, the Board shall interpret the award in light of the dispute.

f. A majority of all members of the Board shall be competent to make an award or interpret an award with respect to any dispute submitted to it.

g. The members of the Board representing the carrier and the labor organization shall be compensated by the party they represent. The neutral arbitrator shall receive such compensation as the Department of the Interior may fix, including traveling expenses and expenses actually incurred for sustenance, or shall receive a per diem allowance in lieu thereof, subject to the provisions of the law applicable thereto, while serving as neutral party. Such expense shall be shared equally between the union involved and the Railroad.

h. The Board shall serve only for the case submitted to it specified in the Arbitration Agreement and until such case has been heard and award rendered. The above provisions shall not prohibit any member of a Board from serving in a similar capacity on a subsequent Board.

#### Section 11. Bulletin Boards and Distribution of Literature

Distribution of literature of a labor organization shall be permitted, provided the distribution is made by employees outside their regular working hours and does not interfere with the work assignments of other employees who may be on duty at the time. Notices posted by labor organizations on Government bulletin boards and literature distributed on Government property shall contain the name of the organization issuing or sponsoring it, and shall contain nothing that would imply official sponsorship or endorsement by the Railroad. The material must pertain specifically to the business of the labor organization and shall not contain statements which reflect on or attack the integrity or motives of individuals, other labor organizations, the Department of the Interior, the Railroad, or other governmental agencies, Federal or otherwise. Objective statements of opinion, favorable or unfavorable, about issues or subjects related to the employees' work and employment conditions are permitted. Canvassing or soliciting membership and collecting membership dues for a labor organization shall also be conducted outside regular working hours of the employees canvassed and of the employees performing these activities. Non-employee canvassers may be required to give notice of their presence to the responsible management officer. There shall be no interference with the performance of official duty of employees during working hours.

#### Section 12. Labor-Management Cooperation

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

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

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

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

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

Section 13. Interpretation of Departmental Labor Policy

It is understood and agreed that the intent of this Basic Agreement is to comply with the Labor Relations Policies of the United States Department of the Interior issued July 1, 1962 by the Administrative Assistant Secretary. Signatories to this agreement may request interpretation from the Department as may be required.

Section 14. Effective Date and Duration

This agreement shall become effective on the date on which it is approved by the Secretary of the Interior. After such approval renewal of this Basic Labor Agreement will be automatic from year to year and shall remain in full force and effect until cancelled by either party thirty days prior to its anniversary date.

Any modification or amendment may be presented for discussion and negotiation upon thirty days written notice by the authorized representatives of the labor organization and/or the General Manager. Within ten days after receipt of modification notice, the General Manager will notify when and where the negotiations will take place. Agreed to changes will not be effective until approved by the Secretary of the Interior.

Dated at Anchorage, Alaska

April 24, 1964

FOR THE ORGANIZATION:

L. E. LeQuire  
L. E. LeQuire, General Chairman  
American Train Dispatchers Assoc.

FOR THE ALASKA RAILROAD:

John E. Manley  
John E. Manley  
General Manager

R. R. Mack  
R. R. Mack  
Personnel Officer

Approved:

MAY 15 1964

(Date)

Debra Beasley  
for the Secretary of the Interior

SUPPLEMENT #1  
1974

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THE ALASKA RAILROAD

Supplement No. 1

to the

Basic Labor Agreement

AMERICAN TRAIN DISPATCHERS ASSOCIATION

Section 2. Compliance

Responsibilities and Rights of Management: The right to make reasonable rules and regulations shall be considered acknowledged functions of Management. In making rules and regulations relating to personnel policies, and practices and procedures, and matters of working conditions, Management will give due regard and consideration to the rights of the Union and the employees and to the obligations imposed by this Agreement and the provisions of Executive Order 11491 as amended, and is subject to the following requirements:

(a) in the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual; by published agency policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities, or authorized by the terms of a controlling agreement at a higher agency level;

(b) management officials of the agency retain the right, in accordance with applicable laws and regulations --

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

Section 3. Scope

3.1 This agreement is applicable to those employees of the Railroad not subject to the Classification Act of 1949, as amended, a majority of whom in any particular trade or craft has designated as their representative a labor organization signatory to this agreement.

3.2 Management recognizes that the Union is the exclusive representative of these Alaska Railroad officers, in the bargaining unit consisting of the Trick Train Dispatchers and Assistant Chief Train Dispatchers. The Union recognizes the responsibility of representing the interests of all such employees by the provisions of this agreement.

#### Section 8.4

Alaska Railroad Train Dispatchers and Assistant Chief Train Dispatchers are not subject to the Railroad Retirement Act or the Railroad Retirement Tax Act, except as covered under the acts by other than Alaska Railroad employment.

#### Section 8.5

Employees of this agreement are subject to the holiday benefits applicable to other Federal employees.

#### Section 11.

Basic Labor Agreement, Section 11:

- a. "Distribution of literature of a labor organization shall be permitted,...."
- b. Union Dues Withholding:

Subject to the terms and conditions of this agreement, the Railroad shall deduct from the wages of the employees subject to this Agreement, who acquire and maintain membership in the Organization, amounts equal to the dues uniformly required as a condition of retaining membership in the Organization, and shall pay the amounts so deducted to the designated Treasurer of the Organization: Provided, however, that this requirement shall not be effective with respect to any employee until he shall have furnished the Railroad with a prescribed written wage assignment authorization to the Organization of such membership dues, which wage assignment authorization shall be revocable in writing, as prescribed, or cancelled upon employee separation; termination of this agreement; of loss of employee organization recognition between the Railroad and the Organization signatory hereto.

The wage assignment authorization shall be on the Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, Standard Form No. 1187, as revised, attached hereto and identified as Attachment A, which by reference is made a part hereof.

The revocation of the wage assignment authorization shall be on the Revocation of Voluntary Allotment of Compensation for Payment of Employee Organization Dues, Standard Form No. 1188, attached hereto and identified as Attachment B, which by reference is made a part hereof.

~~The Organization shall assume full responsibility for procurement of the form and execution of the wage assignment authorizations and for delivery of such forms to the Chief, Budget and Accounting Branch, Accounting Section, Anchorage.~~

2.a.1 The employee members of the Organization may furnish voluntarily to the Railroad's Chief, Budget and Accounting Branch, Accounting Section, Anchorage, through their organization, the wage assignment authorization, indicating thereon the payroll deduction authorized. The Organization Treasurer or Financial Secretary shall certify the name of the employee, his membership in good standing in the Organization, and the amount to be deducted from the wages of the employee who has signed the wage assignment form. The annual dues shall be prorated over twenty-six (26) pay periods.

2.a.2. The payroll deduction authorized herein shall become effective the first full pay period following its receipt in the Accounting Section.

~~2.b. Deductions will be made from the wages earned beginning the first complete pay period following receipt of the allotment form in the Accounting Section for which the wage assignment authorization, specified in Sections 2.a.1 and 2.a.2, is furnished. The following deductions will have priority over deductions in favor of the Organization, as provided herein:~~

1. Retirement or FICA.
2. Federal income taxes
3. Health benefits
4. Group life insurance
5. Indebtedness due U.S. Government
6. State income taxes
7. Alaska Railroad Medical Association & Excess Benefits Plan
8. U.S. Savings Bonds

2.c. If the earnings of an employee are insufficient to remit the full amount of the pay period deduction for such employee, no deduction shall be made, and the same will not be accumulated on the following pay period.

2.d. No deductions will be made from other than regular payrolls.

2.e. Deduction shall cease when

1. The employee separates from the Railroad effective at the end of the pay period during which separation occurs.
2. The Organization loses recognition: effective beginning of first pay period after such loss.
3. The employee is permanently reassigned to a Railroad segment whose employees have representation by another employee organization: effective at the end of the pay period during which movement occurred provided revocation order is initiated by employee.

4. The employee is expelled or ceases to be a member of good standing in the Organization: effective with first complete pay period after receipt of written notice.

5. Revocation order is initiated by the employee: effective the beginning of the pay period following its receipt in the Accounting Section by March 1 or September 1. Revocation applies only on March 1 or September 1.

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

4. The Railroad will remit to the Treasurer of the Organization the amount deducted from the wages of the members who completed the wage authorization allotment. Remittance checks shall be forwarded to the Organization Treasurer consistent with established pay practices and shall be accompanied by a positive listing of employees' names who have authorized deductions, amounts withheld (or explanation why no money withheld), with proper identification of the employee organization.

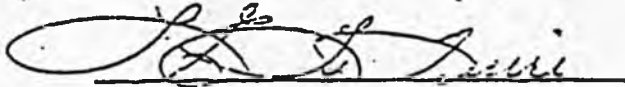
5. The amount of dues certified on the original allotment form will remain unchanged until an appropriate official of the Organization certifies to the Accounting Section that the amount of regular dues has changed. Changes in the amount of allotments by reason of changes in the organization dues may not be made more frequently than once each twelve months, measured from the date of the first dues change made by the employee organization. Changes in deductions for employees shall be effective as of the first complete pay period after receipt of the certified change by the Railroad Accounting Section, or a later payroll period if requested by the Organization.

6. No part of this agreement or any other agreement between the Railroad and the Organization shall be used directly or indirectly as a basis for any grievance or claim by or in behalf of an employee, predicated upon any violation of, or misapplication, or non-compliance with, any part of this agreement.

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

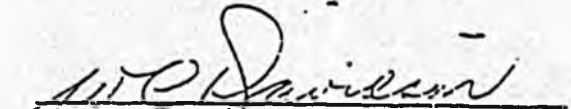
This agreement shall become effective pay period beginning August 4 1974 following mutual acceptance by the parties and shall remain in effect until modified or changed in accordance with established negotiation procedures for amending the Basic Agreement between the member parties of the Agreement. This Agreement is subordinate to and superseded by any conflicting Federal law, Executive Order, or directives that are now, or may be later, imposed pertinent to this service to the Organization.

FOR THE ORGANIZATION:

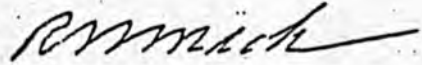


L. E. LeQuire  
General Chairman

FOR THE ALASKA RAILROAD:

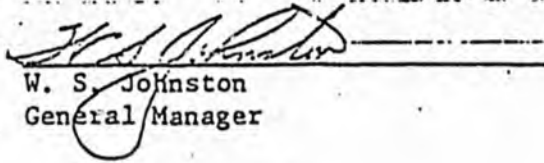


W. C. Davidson  
Operations Officer



R. R. Mack  
Personnel Officer

Approved:



W. S. Johnston  
General Manager

SUPPLEMENT #2  
1974

THE ALASKA RAILROAD

Supplement No. 2

to the .

Basic Labor Agreement

AMERICAN TRAIN DISPATCHERS ASSOCIATION

Section 9, Wage Policy, is amended as follows:

The Federal Wage System's regular wage schedule for blue collar employees shall be used for determining pay rates of Assistant Chief Train Dispatchers and Trick Train Dispatchers of The Alaska Railroad.

Procedures of the Federal Wage System (WS) shall apply for conversion from the existing pay system or other pay systems to the WS system, except that initially the Assistant Chief Train Dispatcher's pay shall be established at WS 13, Step 2 and the Trick Train Dispatcher's at WS 11, Step 2. Conversion begins the waiting period for the next step increase.

Procedures of the Federal Wage System (WS) shall apply for any saved pay provisions of current employees.

Increases awarded the Federal Wage System (WS) resulting from lead agency surveys shall be applied to these employees on the same effective dates as for other employees in the system and in same money amounts.

Step increases within the grades of the Federal Wage System shall apply as well as the waiting and time periods between the steps. Employees with multiple appointments, as Assistant Chief Train Dispatcher or Trick Train Dispatcher, will be placed in the same step of the different grades. Service as relief for the Chief Train Dispatcher position does not qualify for step increases when the employee returns to the dispatching position.

- A change of positions within the same grade does not warrant a change of step, the employee would continue in the same grade and step. New employees or those re-hired begin service in step one of the applicable grade.

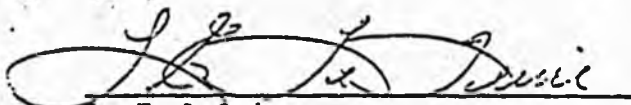
Wage increases will not be applied retroactively to any employee not employed by The Alaska Railroad as of the date the Department of Transportation issues the wage schedule. Exceptions to this rule will be (a) employees who entered into military service; (b) employees who were retired under the Civil Service Retirement Act, and; (c) heirs of deceased employees.

The labor organization representative or the General Manager of the Railroad will give at least thirty (30) days' notice of desire for conference to revise this Wage Policy.

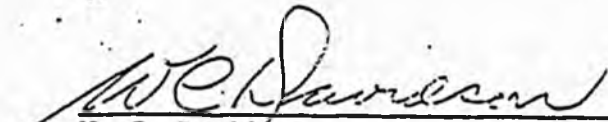
This Agreement is effective August 4 1974 and supercedes other rules relative to pay fixing methods with which it may conflict.

FOR THE ORGANIZATION:

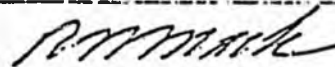
FOR THE ALASKA RAILROAD:



L. E. LeQuire  
General Chairman

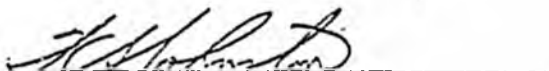


W. C. Davidson  
Operations Officer



R. R. Mack  
Personnel Officer

Approved:



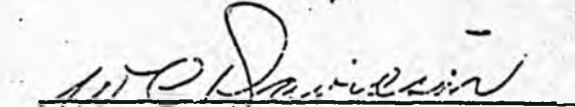
W. S. Johnston  
General Manager

FOR THE ORGANIZATION:




L. E. LeQuire  
General Chairman

FOR THE ALASKA RAILROAD:

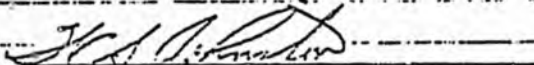


W. C. Davidson  
Operations Officer



R. R. Mack  
Personnel Officer

Approved:



W. S. Johnston  
General Manager

ORIGINAL  
AGREEMENT  
1950

*Dept. of Operations*

*==*

AGREEMENT  
BETWEEN  
THE ALASKA RAILROAD  
AND  
THE AMERICAN TRAIN DISPATCHERS ASSOCIATION  
REPRESENTING  
TRAIN DISPATCHERS

This Agreement shall apply only to the  
Train Dispatchers of The Alaska Railroad

EFFECTIVE April 18, 1950

RECEIVED  
APR 25 1950  
THE ALASKA RAILROAD  
OPERATION OFFICE

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UNITED STATES

DEPARTMENT OF THE INTERIOR

THE ALASKA RAILROAD

A G R E E M E N T

By and Between

THE ALASKA RAILROAD AND TRAIN DISPATCHERS

Represented by the American Train Dispatchers Association

Governing Hours of Service and Working Conditions

Effective April 18, 1950

ARTICLE I

*Revised Supp #1*

Scope

*This Revision  
supersedes  
by Sept 2 ->*

(a) This agreement shall govern the hours of service and working conditions of Train Dispatchers, and the term, "Train Dispatcher", as hereinafter used shall include chief, assistant chief, trick, relief, and extra train dispatchers. It is agreed that one (1) chief dispatcher shall be appointive and not subject to the provisions of Article IV (a) to (i), inclusive and Article V (a).

Definitions

(b) 1. Chief, Assistant Chief Dispatcher. These classes shall include positions in which the duties of incumbents are to be responsible for the movement of trains on a division or other assigned territory, involving the supervision of train dispatchers and other similar employees; to supervise the handling of trains and the distribution of power and equipment incident thereto; and to perform related work. In filling the position of Chief Dispatcher consideration shall be given employees on the seniority roster before hiring new employees.

2. Trick and Relief. This class includes positions in which the duties of incumbents are to be primarily responsible for the movement of trains by train orders or otherwise; to supervise forces employed in handling train orders; to keep necessary records incident thereto; and to perform related work.

3. Assigned Train Dispatcher. An assigned train dispatcher is one who is assigned by bulletin, notice, or displacement to a permanent or temporary position.

Revised 1/2/51

4. Extra Train Dispatcher. An extra train dispatcher is one who is unassigned as train dispatcher.

Classification

(c). Section (b), i.e. items 1 and 2 thereof, shall not operate to restrict the performance of work as between the respective classes herein defined, but the duties of these classes may not be performed by other officers or employees for the purpose of avoiding employment of additional train-dispatchers.

## ARTICLE II

Hours of Service

(a) Eight (8) consecutive hours shall constitute a day's work.

Overtime

(b) Time worked in excess of eight (8) hours on any day or in excess of forty (40) hours in any work week, exclusive of the time required to make transfer, will be considered overtime and shall be paid for at the rate of time and one-half on the minute basis.

Transfer Time

(c) The term "time required to make transfer" as used in section (b) above, includes the time it is necessary for the train dispatcher who is being relieved to turn over to the relieving train dispatcher the information necessary to permit the relieving train dispatcher to fully and completely begin dispatching service on the trick to which he is assigned. A train dispatcher who is required to remain in charge during the time transfer is being made will not be considered as having accrued overtime, except to extent provided herein with respect to transfer time. A train dispatcher required to remain on duty after the expiration of his tour of duty will be paid for such time as overtime.

Starting Time of Positions

(d) No shift shall be started between the hours of 12:01 a.m. and 6:00 a.m. except in an emergency.

Service Other Than Regular Assignment

(e) A train dispatcher who is required to perform service other than that comprehended by his regular assignment will be paid therefor at the rate of time and one-half on the minute basis. For example, a trick dispatcher regularly assigned by bulletin to a regular assignment and who has his assignment changed at the direction of the Management will be paid therefor at the rate of time and one-half on the minute basis while performing such service.

Service in Advance  
of Regular Start-  
ing Time

(f) A train dispatcher who is required to perform service in advance of the regular starting time but continuous with his regular assignment will be paid a minimum of three (3) hours for two (2) or less hours of such service.

Service by Extra  
Dispatchers

~~(g) Extra train dispatchers called for train dispatchers service shall be compensated not less than a day's pay for such service.~~

91 added Suppl

### ARTICLE III

Rest Days

(a) Each regularly assigned train dispatcher, including chief train dispatchers, will be entitled and required to take two regularly assigned days off per week as rest days, except when unavoidable emergency prevents furnishing relief. Such rest days shall be consecutive to the fullest extent possible. Non-consecutive rest days may be assigned only in instances where consecutive rest days would necessitate working any train dispatcher in excess of five days per week.

Work on rest day

(b) A regularly assigned train dispatcher who is required to perform service on the rest days assigned to his position will be paid at rate of time and one-half for service performed on either or both of such rest days. An extra train dispatcher who is required to work as train dispatcher in excess of five consecutive days shall be paid one and one-half the basic straight time rate for work performed on either or both the sixth or seventh days but shall not have the right to claim work on such sixth or seventh day.

Rest day Duration

(c) The term "rest days" as used in above sections (a) and (b) means that for a regularly assigned train dispatcher seventy-two (72) hours, and for a regularly assigned relief train dispatcher (who performs five (5) consecutive days' train dispatcher service) fifty-six (56) hours, shall elapse between the time required to report on the day preceding the "rest days" and the time required to report on the day following the "rest day". These definitions of the term "rest days" will not apply in case of transfer account of train dispatcher exercising seniority.

Change in Rest  
Day

~~(d) When necessity arises to change the rest days of a position, reasonable notice shall be given to all concerned and the senior men on a trick will have choice of rest days assigned to their trick.~~

Relief Service

~~(e) Where relief requirements regularly necessitate four (4) days or more of relief service per week, relief dispatchers will be employed, assigned and compensated at the rate applicable to positions worked.~~

*New Supp 1*

When not engaged in dispatching service they shall be paid therefor at minimum rate applicable to truck train dispatchers in the office where relief service is performed. service regularly less than four (4) days per week shall be considered extra work and shall be performed by extra train dispatchers at the daily rate applicable to each position worked. Relief requirements not covered by regular relief dispatchers will be met by using extra dispatchers.

X Combining Territory for Relief

(f) The combining of territory for relief purposes will not be permitted.

Sunday and Holiday Work

(g) Work performed on rest days and the following legal holidays: New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas, will be paid for at the rate of time and one-half, in lieu of their regular pay for that day. When the legal holiday falls on Sunday, the day observed by the Territory, nation, or by proclamation shall be considered the legal holiday.

#### ARTICLE IV

Seniority Datum

(A) After being properly qualified according to practices in effect, seniority as train dispatcher shall date from the time compensated service as such is first performed following last entrance into service in that capacity. Provided that, if two or more employees are qualified on the same date and the man senior in service of the railroad is prevented from being used as train dispatcher, he shall establish seniority ahead of and with the same dating as the man who is so used.

Rosters

(r) A seniority roster showing the names and seniority standing of all those entitled to hold seniority as train dispatcher under these rules shall be issued by the management and revised and reissued as of January 1st of each year. A copy of said roster shall be furnished each dispatcher holding seniority thereon, and be subject to correction upon proof of error or omission if protest in writing is made within thirty (30) days from date of issue upon which such entry appeared. Excepting that a dispatcher on leave of absence or sick leave during the whole or part of the thirty (30) days mentioned above shall have the right to submit, in writing, proof of error or omission for fifteen (15) days after date of return to duty from leave of absence.

Seniority Limits

(c) Seniority rights shall extend to all train dispatchers positions on The Alaska Railroad.

Filling Positions

(d) When filling positions covered by this Agreement, ability being sufficient, seniority as train dispatcher shall govern.

Displacement Rights

(e) A train dispatcher may exercise displacement rights to any position covered by these rules in the following instances:

1. When he is displaced by a senior train dispatcher or his position is abolished.
2. When there is a material change in the working conditions or more than one (1) hour in the starting time of any position.

A train dispatcher desiring to exercise his rights under item (1) or (2) above shall do so within ten (10) days, in writing, unless prevented by sickness or proper leave of absence, in which event he must do so within ten (10) days of his return. Failure to comply with the time limit herein prescribed shall cause him to revert to the extra list and he may thereafter exercise seniority in accordance with these rules. A train dispatcher whose position has been claimed by a senior train dispatcher, in accordance with these rules may hold the position until the displacing dispatcher actually takes it.

Waiving of rights

~~(f) Train dispatchers holding regular positions as such shall not lose seniority rights when they elect not to bid for a bulletin position.~~

Forfeiture of Seniority

(g) Failure to perform service as train dispatcher during a period of six (6) consecutive months shall cause forfeiture of seniority, except when such non-performance is due to lack of work, sickness, or otherwise provided in these rules. A train dispatcher who voluntarily relinquishes his position and enters other service, except as provided in section (i) hereof, shall forfeit his seniority as train dispatcher.

Extra Work

~~(h) The senior extra dispatcher who is qualified will be called for extra dispatching work whenever he is available, without regard for loss of time in changing shifts. The senior man will be considered available if he can fill the vacancy without violating the Hours of Service Law, and is so situated that he can get to the point where the dispatchers' office is located in time to commence work at the starting time of the vacant shift.~~

Official Positions

~~(i) Train dispatchers now filling, or who may hereafter accept, the position of Chief Dispatcher or official positions with the railroad shall retain and accumulate seniority.~~

*This new  
superceded with  
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*then Suppl*

If they return to positions covered by this agreement, they may

1. Return to the position held at time they accepted the official position.
2. If such position no longer exists, they may displace the junior regularly assigned train dispatcher on the seniority roster from which promoted, or
3. Bid on vacancies then or thereafter bulletined.

ARTICLE V

Bulletining Positions

(a) Permanent vacancies, new positions, or temporary positions of more than thirty (30) days' duration, shall be bulletined within five (5) days to all train dispatchers on the seniority roster, who shall have five (5) days from date bulletin is posted within which to file application. The application must be in writing. The successful applicant shall be awarded the position within seven (7) days from close of bids. If a train dispatcher is temporarily absent during the entire period applications are to be filed, Section (b) of Article VI shall apply.

*77 added to Suppl by Suppl 2*

Temporary Vacancy

(b) When filling a temporary vacancy resulting from sickness, vacation or leave of absence, known to be more than fifteen (15) days and less than thirty (30) days duration, it will not be bulletined but be given to the senior qualified applicant holding a regular position who will return thereto upon termination of such temporary service. Time lost in making changes under the provisions of this section will not be paid for. In the event no qualified regular train dispatcher applies, Article IV (b) will govern.

*2 other revisions to suppl by Suppl 2*

Assignment Requirements

(c) A train dispatcher who is awarded a position in accordance with the rules of this Agreement shall be placed thereon within seven (7) days. If not so placed he shall be compensated at overtime rate for each day he is held off such position after the seventh day at the rate of the position awarded.

Notice of change in force

(d) As much advance notice as possible but not less than six (6) days will be given of:

1. Reduction in regular positions, or
2. Consolidation of dispatching districts at same location. Before such change is made effective, conference upon request duly made shall be held to consider the adequacy of the force.

Relocation of Offices

(e) When changes are made in the location of any dispatching office requiring train dispatchers to move from one point to another, not less than fifteen (15) days' advance notice shall be given to the dispatchers affected. In such cases, time necessarily lost by regularly assigned train dispatchers will be allowed for traveling to the new point of employment at the rate of the last dispatcher's schedule position filled and they will be granted free transportation of household effects. Regularly assigned train dispatchers who are required to learn new territory will be allowed reasonable time within which to qualify without loss of pay, the superintendent to be the judge of time required. Upon request, the representatives of the train dispatchers will be afforded an opportunity to discuss with the management the contemplated changes herein provided.

Changes in Starting Time of Positions

(f) Forty-eight (48) hours' notice shall be given to the train dispatchers in the office affected of intended change in starting time of a permanent position.

ARTICLE VI

Leave of Absence

*new Supp 2*  
(a) A train dispatcher may be granted a leave of absence limited to six (6) months in any twelve (12) consecutive months period without loss of seniority. Leave of absence in excess of six (6) months may be granted only by agreement between the Superintendent and the Chairman of the Train Dispatchers. Leave of absence shall not be required in cases of known physical disability. Letter granting leave of absence shall be furnished the man on leave in each instance.

Return from Leave of Absence

(b) A train dispatcher returning from leave of absence shall return to his regular position, except that if changes were made during his absence he may, within five (5) days, exercise seniority to the same extent as he would have been entitled to if he had been in active service when such changes occurred.

Committeemen

(c) Committeemen of the organization party hereto will, upon request and if possible, be relieved from duty to handle organization matters on this railroad.

Sick and Annual Leave

(d) The sick and annual leave practices now in effect together with existing Federal law shall apply and continue in effect until changed by legislation or Federal regulations.

ARTICLE VII

Basis of Employment Rates of Pay

(a) Train dispatchers' basic rates of pay shall be as shown in the currently effective wage schedule and any supplements thereunto.

Determining Hourly Rates

(b) If the basic rate of compensation of the employee is fixed on a monthly basis, multiply such basic rate of compensation by twelve (12) to derive a basic annual rate of compensation, divide such basic annual rate of compensation by 260 to determine the daily rate and divide the annual rate of compensation by two thousand eighty (2080) to determine the basic hourly rate.

Time Lost Account Hours of Service

(c) Loss of time on account of the Hours of Service Rule, or in changing positions, by direction of proper authority, shall be paid for at the rate of the position for which service was performed immediately prior to such change. This does not apply in case of transfers account employees exercising seniority nor when dispatcher used off assignment as per Article II, section (e).

Rates of New Positions

(d) Rates of pay for additional dispatching positions which may be created or restored will be the same as for other train dispatchers' positions.

Attending Court or Inquest

(d) Train Dispatcher, who at request of the railroad, attends Court or appears as witness for the railroad will be furnished transportation and will be compensated at the daily rate of their assignment, or if an extra train dispatcher, at train dispatchers' daily rate for each day so engaged with a maximum of eight (8) hours for each calendar day, and if so used on rest days assigned to his position, Article III (b) shall apply; where meals and lodging are not furnished by the railroad, travel expenses will be allowed in accordance with current Government Travel Regulations. Employees attending Court and Jury Duty will be covered by the Act of June 29, 1940, and all rules pertaining thereto.

ARTICLE VIII

Discipline

~~(a) A train dispatcher shall not be disciplined without a proper hearing as provided in Section (b) of this Article.~~

Hearings

(b) A train dispatcher who is charged with an irregularity which might result in his being disciplined shall be notified in writing of the precise charge against him and given a fair and impartial hearing by the Superintendent or his designated representative within ten (10) days from date of such notice.

He shall have the right to be represented by a train dispatcher and/or an official of the American Train Dispatchers Association. He shall be given reasonable opportunity to secure the presence of necessary witnesses. The decision shall be rendered within ten (10) days from close of hearing.

Appeals

(c) If the decision is not satisfactory to the train dispatcher, the case may be appealed through the Committee to the next higher official within fifteen (15) days from the date decision is received by the train dispatcher. Hearing on appeal shall be granted within ten (10) days from date of appeal and decision rendered within fifteen (15) days from close of hearing.

Reinstatement

(d) If decision decrees that the charges against the train dispatcher were not sustained, his record will be cleared of such charge; if suspended or dismissed, he will be reinstated and will be compensated for net wage loss, if any, suffered by him. When appeals are made to the highest officer of the railroad designated to handle such matters, receipt thereof shall be acknowledged on the date of receipt. If hearing on appeal is deemed necessary it shall be held without unnecessary delay. A decision on appeal shall be rendered within fifteen (15) days from receipt of appeal, or within fifteen (15) days from close of hearing unless an extension of time is agreed to by the designated representative of the Train Dispatchers. If decision is not rendered within the time limit specified herein or extended hereby, the charges against the train dispatcher shall be considered as not having been sustained.

Transcripts

(e) If stenographic record of hearing is taken, copy will be furnished the employee or his representative on request.

Unjust treatment

(f) A train dispatcher who considers himself unjustly treated in any respect where no discipline is involved shall have the right of hearing and appeal as provided in this Article if written request is made to his superintendent within thirty (30) days from the date of cause of complaints.

ARTICLE IX

Privacy of Office

(a) Dispatching offices will be maintained as private as possible.

Transportation

(b) Train dispatchers and their dependents will be granted as liberal transportation privileges as are accorded other subordinate officials.

ARTICLE X

Representation

(a) The American Train Dispatchers Association is hereby recognized as the duly authorized and delegated representative of the train dispatchers in the service of The Alaska Railroad and for the Management to so consider and accordingly deal with the representatives of said association shall be construed as being one of the requirements of this Agreement. The System Committee of the American Train Dispatchers Association on the railroad will represent all train dispatchers thereon in the making of all Agreements, rules, wage rates, and working conditions, and formal interpretations thereof. The committee may be assisted by any duly authorized officer of the American Train Dispatchers Association.

ARTICLE XI

Effective Date

(a) This agreement shall be effective April 18, 1950 and continue in effect until it is changed in accordance with section (b) of this Article.

Changes

(b) Should either of the parties to this Agreement desire to revise or modify these rules, thirty (30) days' written notice containing the proposed changes shall be given, and conference thereon held within thirty (30) days from date of such notice unless other date is mutually agreed upon.

It is understood and agreed that this Agreement is superseded by and subordinate to any Federal legislation.

/s/ John D. Shaw  
John D. Shaw, General Chairman  
American Train Dispatchers Assn.

APPROVED:

/s/ C. S. Matthews,  
C. S. Matthews, Vice President  
American Train Dispatchers Assn.

/s/ J. P. Johnson  
J. P. Johnson, General Manager  
The Alaska Railroad

/s/ Roy V. Boyd  
Roy V. Boyd, Sup't. of Operations  
The Alaska Railroad

/s/ Paul Shelmerdine  
Paul Shelmerdine, Director of  
Personnel, The Alaska Railroad

... (Signed) OSCAR L. CHRISTMAN  
Secretary of the Interior . . . . .

SUPPLEMENT #1

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
THE ALASKA RAILROAD

Anchorage, Alaska  
February 1, 1953

Supplement No. 1  
to

Agreement by and between The Alaska Railroad and Train Dispatchers represented by the American Train Dispatchers Association governing hours of service and working conditions effective April 17, 1950.

The following revision of rules in the Agreement between The Alaska Railroad and the American Train Dispatchers Association effective April 17, 1950 is hereby agreed upon and made effective as of February 1, 1953.

ARTICLE I

(a) Revised.

This agreement shall govern the hours of service and working conditions of Train Dispatchers, and the term "Train Dispatcher" as herein used shall include chief, assistant chief, trick, relief and extra train dispatchers. It is agreed that one (1) chief train dispatcher shall be appointive and not subject to the provisions of Article IV, Section (3), 1, 2 and 3 thereof; Article V, Section (a) 1 and Section (b) 2 and 3. (All as revised.)

(b) 3. Revised.

Assigned Train Dispatcher: An assigned train dispatcher is one who is assigned by bulletin, notice, or displacement to a permanent or temporary position. The terms "bulletin", notice, or displacement" mean any method by which an assignment is made, but such assignment must be made in writing.

(c) Revised.

1. Section (b), i.e., items 1 and 2 thereof, shall not operate to restrict the performance of work as between the classes therein defined, but the duties of these classes may not be performed by other officers or employees.

2. Combining the duties of the classes defined in items 1 and 2 of Section (b), Article I, into one position, or when such combination position is abolished or otherwise discontinued, shall constitute a new position or positions, including the relief assignments affected, and shall be bulletined as such.

ARTICLE II

(g) Revised.

Extra and assigned train dispatchers called for extra dispatching service shall be compensated not less than a day's pay for such service.

### ARTICLE III

(b) Revised by addition of paragraph 1.

1. Work required to be done on either or both of the rest days of a regular position will be performed first, by the assigned relief dispatcher when available; second, by an extra dispatcher, if available, and subject to Section (h) of Article IV; third, by the regular incumbent of the position, if available; fourth, by the senior regular dispatcher who would be rested to assume his regular assignment after having performed such extra work.

(d) Revised.

When necessity arises to change the rest days of a position, reasonable notice shall be given to all concerned.

(e) Revised.

1. Where relief requirements regularly necessitate four (4) days or more of relief service per week, relief dispatchers shall be employed, assigned and compensated at the rate applicable to the positions worked.

2. When not engaged in dispatching service such assigned relief dispatchers shall be paid therefor at minimum rate applicable to trick train dispatchers in the office where relief service is performed.

3. Relief requirements regularly less than four (4) days per week shall be considered extra work, and when performed by extra train dispatchers, they shall be compensated at the daily rate applicable to each position worked.

### ARTICLE IV

(e) Revised.

1. A train dispatcher may exercise displacement rights to a position covered by this agreement in the following instances:

2. When he is displaced by a senior train dispatcher, or his position is abolished or discontinued.

3. When there is a change in the starting time of his position of more than one (1) hour.

4. A train dispatcher desiring to exercise seniority rights under items 2 or 3 above shall do so within five (5) days, in writing, unless prevented by sickness or proper leave of absence, in which event he must do so within five (5) days after his return. Failure to comply with the time limit herein prescribed shall cause him to revert to the extra list and he may thereafter exercise seniority in accordance with this agreement. A train dispatcher whose position has been claimed by a senior train dispatcher in accordance with these rules may hold the position until the displacing dispatcher actually takes it.

(f), Revised.

1. Train dispatchers holding regular positions as such shall not forfeit seniority rights when they elect not to bid for a bulletined position.

2. Train dispatchers not holding a regular position as such shall forfeit their seniority when they elect not to bid for a bulletined position.

(h) Revised.

1. The senior extra dispatcher who is qualified will be called for extra dispatching work whenever he is available, up to forty (40) hours per week, without regard for loss of time in changing shifts. The senior extra dispatcher will be considered available if he can fill the vacancy without violating the hours of service law, if so situated that he can get to the point where the dispatchers office is located in time to commence work at the starting time of the vacant shift, and is not then engaged in dispatching duties.

2. In the event no extra dispatcher is available, such extra work, except as provided for in Article III, Section (b), para. 1 (as added), will be performed by the senior regular dispatcher in turn who is available and who would be rested to assume his assigned position after having performed such extra work; and shall be compensated therefor at the rate of the position worked. (The Chief Train Dispatcher is excepted from the provisions of this rule.)

(i) Revised.

1. Train dispatchers now filling, or who may hereafter accept the position of Chief Train Dispatcher, or other official position with the Railroad, shall retain and accumulate seniority.

2. Train dispatchers so promoted may return to a position covered by this agreement by the exercise of displacement rights.

#### ARTICLE V

(a) Revised.

1. Permanent vacancies, new positions, and temporary positions of thirty (30) days or more duration, shall be bulletined within twenty-four (24) hours. Dispatchers shall have five (5) days to bid. Bids must be in writing. The successful applicant shall be awarded the position within twenty-four (24) hours from the close of bids. If a train dispatcher is temporarily absent on authorized leave during the entire period applications are to be filed, Section (b) of Article VI shall apply.

2. If no bids are received on a vacancy so bulletined, the senior extra dispatcher shall be assigned thereto. If there be more than one extra dispatcher, and all have forfeited seniority under the provisions of Article IV, Section (f) 2, the senior extra dispatcher will be considered as the one who first established seniority date.

Bulletins issued under the provisions of this agreement shall state the hours of service, rest days, rate of pay, and extent of dispatching territory defined by subdivisions, provided that the above details need not be given except when they differ from the previous bulletin.

4. Any change in existing positions as defined in para. 3 above, except as provided in Article III, Section (d) and Article IV, Section (e), para. 3, shall constitute a new position or positions and shall be bulletined as such. The old position or positions thus affected shall be abolished.

(b) Revised.

1. Temporary vacancies of not more than fifteen (15) days shall be considered as extra work.

2. Except as provided in para. 5 below, temporary vacancies of more than fifteen (15) days and less than thirty (30) days duration will not be bulletined, but will be given to the senior qualified applicant holding a regular position, who will return thereto upon the termination of such temporary service. Time lost in making changes under this rule will not be paid for. In the event no qualified regular train dispatcher applies, Article IV (h) will govern.

3. Notice of temporary positions under para. 2 above shall be posted in the Dispatchers office for a period of three (3) days. The successful applicant shall be awarded the temporary position immediately following the close of the three (3) day period, and he shall be placed on the position so awarded as soon thereafter as practicable, but not in violation of Article III (a), if it can be avoided. Applications must be made in writing.

4. Except when the Chief Train Dispatcher is absent for weekly rest day purposes, whenever the Chief Train Dispatcher's position is temporarily vacated by the regular incumbent, announcement, by issuance of appointment notice, will be made of who has been appointed as acting chief train dispatcher.

5. If the acting chief train dispatcher so appointed holds a regular assignment as train dispatcher, the provisions of Article II (e) will not apply to such individual, but in lieu thereof, and in such instances, the senior qualified applicant may apply for, and be given, such temporary vacancy as results therefrom without regard to the time limitations of Article V (b), para. 2.

6. The General Chairman of the American Train Dispatchers Association shall be furnished a copy of all bulletins, notices, award notices and assignment notices.

7. Notices or bulletins of positions available under Section (a), para. 1 and 3 of Article V shall, whenever possible, be posted sufficiently in advance to enable the successful applicants to transfer to such positions on the day they become vacant.