

ALASKA LEGISLATURE COMMITTEE FILES 1983-1984 86/2

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UNITED STATES
DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION
The Alaska Railroad

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

This AGREEMENT is made between THE
ALASKA RAILROAD, Anchorage, Alaska,
hereafter referred to as "Management" and
the Brotherhood Railway Carmen of the
United States and Canada, hereafter referred
to as the "Union".

The participants agree as follows:

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

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

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

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

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

ARTICLE II

RESPONSIBILITIES AND RIGHTS OF MANAGEMENT

Section 1. The right to make

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

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

ARTICLE III

RIGHTS OF THE EMPLOYEES

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

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

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

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

ARTICLE IV

PROVISIONS OF LAW AND REGULATION

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

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

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

ARTICLE V

APPROPRIATE MATTERS

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

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

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

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

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

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

ARTICLE VI

UNION REPRESENTATION

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

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

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

Section 5. Management agrees to recognize the officers and duly designated representatives of the Union and shall be advised in writing by the Union of the names of its officers and representatives.

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

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

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

Section 6. Management agrees that any representative of the Brotherhood Railway Carmen of the United States and Canada, or Local Lodge, upon request to Management shall be allowed into the activity at reasonable times on official Union business.

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

ARTICLE VII

HOURS OF WORK AND BASIC WORK WEEK

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

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

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

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

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

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

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

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

Section 7. Eight (8) hours of service will constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules,

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

Section 8. At terminals where one shift only is worked, working conditions may be established to meet local conditions, providing however, that the eight (8) hours of said shift may be worked within a spread of not more than ten (10) hours with but one interval of release of not less than two (2) hours.

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

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

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

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

ARTICLE VIII

EMERGENCY ROAD AND WRECKING SERVICE

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

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

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

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

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

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

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

ARTICLE IX

OVERTIME

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

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

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

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

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

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

Section 7. An employee required to come on duty in advance of his regular starting time will be allowed time and one-half on the minute basis with a minimum time allowance of forty (40) minutes at the overtime rate for such service, the advance period to be not more than one (1) hour. If called more than one (1) hour in advance of regular starting time, paragraph (c) will apply.*

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

ARTICLE X

HOLIDAY WORK

Section 1. Federal regulations applicable to Federal Holidays shall apply. Employees shall be excused for all holidays now prescribed by law and any that may be later added by law and all holidays designated by Executive Order shall be observed as regular holidays. If a holiday falls on the employee's first rest day within the normal work week, the preceding day shall be treated as the holiday for leave and pay purposes and if the holiday falls on the employee's second rest day, the following day shall be treated as the holiday for leave and pay purposes. All hours worked within the hours of the assignment, shall be paid at the regular basic rate of compensation for the day. When possible, Management will notify all employees who are to work on a holiday five (5) days prior to the holiday to be worked; a list of employees expected to work on a holiday shall be posted in their work area at least five (5) work days in advance of such holiday.

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

ARTICLE XI

SICK LEAVE

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

Section 2. An employee who is absent on account of sickness shall notify his superiors or other appropriate person prior to the start of their shift on the first workday of his absence, or as soon thereafter as possible. Second and third shift employees shall notify their department or shop prior to the start of their shift or as soon thereafter as

possible. Requests for sick leave for medical, dental, or optical examination or treatment shall be submitted for approval prior to the beginning of the leave, except in the case of emergencies.

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

due to illness for periods of three (3) workdays or less unless an abuse recurs.

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

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

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

ARTICLE XII

ANNUAL LEAVE

Section 1. Annual leave is

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

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

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

ARTICLE XIII

LEAVE OF ABSENCE

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

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

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

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

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

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

Section 7. An employee on leave or temporarily absent from his assignment for any cause, must notify his

foreman of his own return thereto, at least one hour prior to the quitting time of his assignment on the working day next preceding his return, except in the case of sick leave.

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

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

ARTICLE XIV

MERIT PROMOTION

Section 1. The Employer will

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

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

Section 3. All Alaska Railroad merit promotion program opportunities will be advertised through issuance of

announcements within the area of consideration on all Official Bulletin Boards. Announcements will be open for at least ten working days when advertising is confined to the Alaska Railroad.

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

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

Section 6. In accordance with Civil Service Commission directives, qualification standards for promotion

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

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

b. Appraisals of Performance. Appraisals of performance must be considered as one factor in evaluation of basically eligible candidates. When an employee has worked for a particular supervisor for less than six (6) months, a second, foreman (leadingman) supervisory appraisal will be obtained. An employee is entitled to see, upon his request, any production record or any supervisory appraisal of past performance used in considering him for

promotion. An employee, however, is not entitled to see a supervisory report on potential which is a recorded judgment of the supervisor's estimate or prediction of how well the employee is likely to perform at a level or in a kind of work different from one in which he has already performed.

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

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

e. Training and Self-Development. Training and self-development which would increase the employee's potential for

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

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

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

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

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

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

Section 12. A merit promotion opportunities announcement may not be modified after the promotion process is under way unless an inappropriate

announcement has been released. Modified announcements will be in accordance with Section 3 of this Article and all employees eligible under the modified announcement shall be considered for promotion.

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

ARTICLE XV

REPROMOTION

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

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

ARTICLE XVI

DEADHEADING

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

ARTICLE XVII

PERSONNEL MOVEMENTS IN
RIF SITUATIONS AND REHIRING

Section 1. It is agreed that all

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

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

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

ARTICLE XVIII

REVIEWS OR JOB DESCRIPTIONS
AND REQUIREMENTS

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

Section 2. Any employee in the unit who alleges that his position is improperly described or rated may discuss

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

Section 3. Upon request by the employee and/or his representative, Management agrees to produce all pertinent and current data on the grade and job standards of the employee's

particular job. The information will include how the grades, job standards, and titles were established and the type of work actually required under these standards.

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

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

ARTICLE XIX

DISPOSITION OF UNIT WORK

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

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

Section 3. At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will, so far as capable, perform the work of any craft (including welding) that may be necessary. The selection of mechanics shall be based upon the preponderance of work to be performed within the crafts.

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

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

ARTICLE XX

APPRENTICE TRAINING PROGRAMS
AND RE-TRAINING

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

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

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

Section 3. Management agrees that apprentices will be assigned to either an apprentice instructor or a skilled journeyman who will be under the personal supervision of a supervisor, who shall be responsible for their training while so assigned. Assignments will be made, to the extent permitted by

work requirements, primarily to expose the apprentice to a variety of jobs with increasing complexity and responsibility during the programmed apprentice term.

Section 4. The time a journeyman is engaged in instructing apprentices, when assigned, will not be considered by the immediate supervisor in judging productivity of that particular journeyman.

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

Section 6. In recognition of the mutual advantages to Management and to the employees, Management agrees to utilize existing employees from within the activity when training for any new

job ratings which may be determined necessary for establishment within the activity to carry out the mission.

ARTICLE XXI

SAFETY

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

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

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

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

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

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

Section 7. Employees injured while at work will not be required to make accident reports before they are given

medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment, and, when able, employees shall be permitted to return to work without signing a release pending final settlement of the case. Settlements will be made in accordance with Employee's Compensation benefits.

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

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

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

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

Section 12. Shop employees will not be required to work on engines or cars outside of shops during inclement weather, if shop room and pits are available. This does not apply to emergency work required to trains or in train yards.

Section 13. No employee will make repairs to engines or cars standing on main track or side track in yard: without being protected by a blue signal in place provided thereto on engine and car at both ends of the train to prevent cars from being coupled to or moved while he is making repairs. If signals are placed by the employee, he alone must remove them.

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

ARTICLE XXII

COMMITTEE ASSIGNMENTS

Section 1. The Union agrees to cooperate with Management in the development of policies and procedures for programs which involve charitable

solicitations to include qualified Union representation on Management committees for such purposes.

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

ARTICLE XXIII

CIVIC RESPONSIBILITIES

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

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

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

Section 4.

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

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

Section 5.

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

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

Section 6. An employee who desires to vote or register in an election or in a referendum on a civic matter in his community may be granted time off without charge to annual leave. When the polls are not open at least three hours

either before or after an employee's regular hours of work, he may be granted an amount of excused leave which will permit him to report for work three (3) hours after the polls open or leave work three hours before the polls close, whichever requires lesser amount of time off.

ARTICLE XXIV

SPECIAL TOOLS - CLOTHING - SERVICES

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

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

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

ARTICLE XXV

GRIEVANCE PROCEDURE

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

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

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

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

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

by the Management to whom appeals may be made. At each step Management will render a decision within ten (10) days.

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

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

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

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

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

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

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

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

The advantages of this system are:

1. (a) To the employee, enabling him by good conduct to insure permanency of employment.
- (b) To the Railroad, in increased efficiency of such permanent employees.
- (c) To avoid loss of wages and consequent hardships

1. (c) cont'd.

to employees and their families because of being deprived of their regular income.

(d) To promote good conduct and encourage careful and efficient service.

2. No discipline by record will be made for less than five (5) or more than sixty (60) demerits.

3. Where demerits are given for unsatisfactory service, cancellations upon record will be given as follows:

(a) A clear record for six (6) months will cancel five (5) demerits.

(b) A clear record for one (1) year will cancel thirty (30) demerits.

(c) A clear record for eighteen (18) months

3. (c) cont'd.
will cancel sixty (60)
demerits.
4. When an employee's demerits
have accumulated to the number
of ninety (90), he will be
dismissed from the service.
5. An accumulation of demerits
showing that an employee is not
desirable for the service will
first be given special consid-
eration, but when the service
of an employee is so generally
unsatisfactory as to unfit
him for further service,
dismissal will follow.
6. Any permanent employee, who is
not serving a probationary
period and has completed one year
of continuous employment, sub-
ject to discipline resulting
from hearings and accumulation
of demerits involving removal,
suspension for more than thirty
(30) days, furlough without
pay or reduction in pay shall be
afforded the provisions of
Civil Service Commission regu-
lations relative to adverse

actions. These regulations shall be quoted to the employee, including, but not limited to a Notice of Proposed Action, Receipted Delivery Notice, Thirty day Pay status, time for employees response and evaluation of same and Notice of Decision.

ARTICLE XXVI

ADVISORY ARBITRATION

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

Section 2. Within seven (7) days from the date of receipt of the arbitration request, the parties shall

meet for the purpose of endeavoring to agree on the selection of an arbitrator, and the wording of the question to be resolved. If agreement cannot be reached, then either party may request the National Mediation Board to submit a list of five (5) impartial persons qualified to act as arbitrators. The parties shall meet within three (3) days after the receipt of such list. If they cannot mutually agree upon one of the listed arbitrators, then Management and the Union will each strike one arbitrator's name from the list of five (5) and shall repeat this procedure. The remaining name shall be the duly selected arbitrator.

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

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

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

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

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

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

ARTICLE XXVII

SENIORITY

Section 1. Seniority of employees covered by this agreement shall be system-wide and will be established as of the date service is performed. Junior employees will be compelled to accept a permanent transfer to another point. Senior employees temporarily transferred will not be compelled to accept a permanent transfer to another point.

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

Section 2. Employees temporarily transferred to fill vacancies of less than thirty (30) days at the direction

of the Management under a forced rule will be allowed expenses in accordance with Standard Government Travel Regulations for not to exceed thirty (30) days.

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

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

Section 5. Employees on extended leave of absence for vacation, sickness or other authorized leave, upon returning to service will be permitted to return to their former positions or may exercise displacement rights on new jobs or vacancies created during his absence. If such employee returns to his regular position, the employee who was relieving him will return to regular position. If a returning employee displaces another employee assigned

during his absence, the displaced employee may exercise seniority in like manner to other positions for which he is qualified. Such actions are to be accomplished upon return or within three (3) days thereafter.

Section 6. The indiscriminate exercise of seniority to displace junior employees, which practice is usually called "rolling" or "bumping", will not be permitted. However, an employee whose assignment is discontinued, or who may be displaced from his position by other causes, will be permitted to exercise seniority on any job occupied by a junior employee on his seniority list.

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

ARTICLE XXVIII
BULLETINING POSITIONS
WITHIN MULTIPLE APPOINTMENTS

Section 1. Vacancies of thirty (30) days or more shall be bulletined for five (5) days before being permanently filled. The oldest employee in point of service in the respective craft, if qualified by experience to efficiently handle the work, will be assigned. Employees desiring to avail themselves of this rule will make bid, in writing, to the official in charge, duplicate copy to local chairman, the Management to make assignment.

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

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

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

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

ARTICLE XXIX

DURATION AND CHANGES

Section 1. This agreement when approved by the parties for the Union and the Management shall become effective on September 20, 1970. After such approval renewal of this Agreement will be automatic from year to year, provided that this Agreement shall terminate

automatically affective with any date on which it is determined that the Union is no longer entitled to exclusive recognition in accordance with Executive Order 11491.

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

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

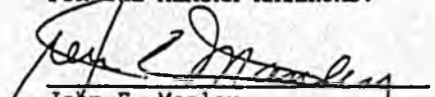
Section 4. The Articles of this Agreement have been negotiated in good faith and are presumed to be consistent with existing laws enacted by the U. S. Congress, applicable Department of


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

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

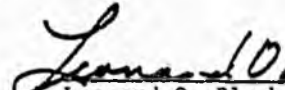
Dated at Anchorage, Alaska July 2, 1970

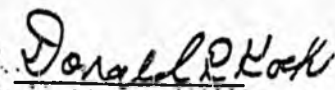
FOR THE ALASKA RAILROAD:


John E. Manley
General Manager


R. R. Mack
Personnel Officer

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


Leonard O. Black
Chairman


Donald R. Koch
Vice-Chairman

ALASKA RAILROAD
LABOR POLICY STATEMENT

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

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

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

Section 1. Definitions

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

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.

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Section 3. Scope

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

Section 4. Employee Rights to Labor Representation

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

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

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

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

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

Section 5. Discrimination Prohibited

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

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

Section 6. Determination of Bargaining Rights

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

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