

ALASKA LEGISLATURE COMMITTEE FILES 1903-1904 00 / 2

3139 HTAK RR / EMPLOYEE INFORMATION (FILE 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 6 above, the representatives of such craft or group shall so notify the General Manager, and the General Manager, the officers and supervisors of the Railroad will thereafter treat with such organizations and its officers for the purposes described in the preamble to this agreement.

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

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

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

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

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

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

Section 8. Written Agreements

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

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

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

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

Section 9. Scope of Negotiations

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

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

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

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

9.4 Wage Fixing System. The wage fixing system applicable to Alaska Railroad blue collar employees represented by the Brotherhood Railway Carmen of the United States and Canada, shall be the system currently followed for their wage board employees by Army-Air Force installations in the State of Alaska. As soon as a coordinated wage fixing policy is promulgated by the Civil Service Commission for the wage

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

Section 10. Disputes and Grievance Procedures

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

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

Section 11. Bulletin Boards and  
Distribution of Literature

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

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

Section 12. Labor-Management Cooperation

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

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

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

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

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

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

Section 13. Effective Date and Duration

13.1. This agreement shall remain in

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

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

13.3. The Basic Labor Agreement between the Brotherhood Railway Carmen of the United States and Canada, and The Alaska Railroad, dated April 11, 1968, and which was negotiated under authority of Executive Order 10988, is hereby supplemented for compatibility with the new Executive Order 11491, relative to Labor-Management relations effective January 1, 1970.

- continued -

Dated at Anchorage, Alaska, April 11, 1968.

FOR THE ALASKA RAILROAD:

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

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

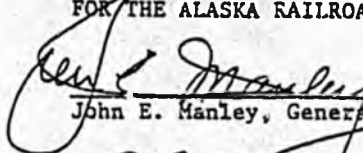
FOR THE ORGANIZATION: Brotherhood Railway  
Carmen of United States and Canada

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

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

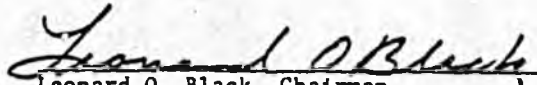
Dated at Anchorage, Alaska, July 2, 1970

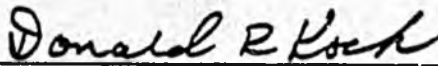
FOR THE ALASKA RAILROAD:

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

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

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

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

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

Effective September 20, 1970

**STANDARDS OF APPRENTICESHIP**

**for**

**THE ALASKA RAILROAD  
APPRENTICEABLE TRADES**

**Developed by the Local  
Joint Apprenticeship Committee**

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

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**BROTHERHOOD RAILWAY CARMEN OF  
UNITED STATES AND CANADA**

**INTERNATIONAL BROTHERHOOD OF BLACKSMITHS,  
BOILERMAKERS, IRON SHIPBUILDERS AND HELPERS**

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

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

OBJECTIVE

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

I. DEFINITIONS:

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

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

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

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

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

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

II. JOINT APPRENTICESHIP AND TRAINING COMMITTEE:

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

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

III. SELECTION PROCEDURES:

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

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

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

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

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

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

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

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

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

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

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

IV. TERM OF APPRENTICESHIP:

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

V. RELATED INSTRUCTION:

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

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

VI. SUPERVISION OF APPRENTICES:

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

VII. RATIO OF APPRENTICES TO JOURNEYMEN:

The ratio shall be 1 apprentice to each 5 journeymen.

VIII. ACCIDENT PREVENTION:

Each apprentice shall be provided with initial indoctrination and instruction in

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

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

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

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

**IX. PROBATIONARY PERIOD:**

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

**X. ADJUSTING DIFFERENCES:**

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

XI. WORK EXPERIENCE:

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

WORK SCHEDULE FOR  
AUTOMOTIVE MACHINIST  
APPRENTICE

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

WORK SCHEDULE FOR  
ELECTRICIAN  
APPRENTICE

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

ELECTRICIAN

Years of  
Service

Engine circuits, voltage  
regulators, and relay repairs,  
Vapor-Clarkson generators and  
power car equipment . . . . . 6 Months

Trouble shooting, inspections,  
and running repairs . . . . . 6 Months

TOTAL 4 Years

WORK SCHEDULE FOR  
MACHINIST  
APPRENTICE

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

WORK SCHEDULE FOR  
SHEETMETAL  
APPRENTICE

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

WORK SCHEDULE FOR  
CARMAN  
APPRENTICE

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

XII. WAGE SCHEDULE:

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

XIII. PERIODIC EXAMINATION:

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

XIV. EMPLOYMENT RECORDS OF APPRENTICES:

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

XV. JOINT MANAGEMENT-LABOR APPRENTICESHIP COMMITTEE:

The Alaska Railroad agrees that a joint management-labor apprenticeship

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

XVI. CERTIFICATE OF COMPLETION OF APPRENTICESHIP:

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

XVII. MODIFICATION OF STANDARDS:

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

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

**XVIII. OFFICIAL APPROVAL:**

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

**EMPLOYER REPRESENTATIVES:**

/s/ John Norby

/s/ C. W. Poor

/s/ C. O. Brown

APPROVED: July 20, 1965

EMPLOYEE REPRESENTATIVES:

/s/ Richard L. Moyer

/s/ Walter E. King

/s/ John Bozinoff

APPROVED: July 20, 1965

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

/s/ John E. Manly  
General Manager

/s/ R. R. Mack  
Personnel Officer

/s/ G. V. Randall  
Chief Mechanical Officer

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

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

/s/ Richard L. Moyer  
International Brotherhood of  
Boilermakers and Blacksmiths, Local 706

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

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

Approved: August 30, 1965

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

Consultant:

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

Approved: October 14, 1971

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

UNITED STATES  
DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION  
The Alaska Railroad

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

and

Basic Labor Agreement

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

Book assigned to:

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Revised January 1980

UNITED STATES  
DEPARTMENT OF TRANSPORTATION

FEDERAL RAILROAD ADMINISTRATION  
The Alaska Railroad

Schedule of pay, rules and regulations  
governing Locomotive Engineers, Locomotive  
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Revised January 1980

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

D

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

INDEX

E

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

INCCX

F

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

G

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

H

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

INDEX

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

I

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

L

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

M

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

INDEX

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

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

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

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

INDEX

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

G

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

INDEX

R

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

S

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

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

I

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

INDEX

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

U

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

V

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

W

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

INDEX

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

Y

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

UNITED STATES  
DEPARTMENT OF TRANSPORTATION  
The Alaska Railroad

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

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

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

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

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

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

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

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

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

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

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

#### Uniforms

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

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

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

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

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

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

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

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

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

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

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

#### Holidays

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

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

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

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

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

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

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

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

Rule 1(b)

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

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

Rule 1(c) Multiple Unit Pay (Revision)

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

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

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

Rule 1(d) (deleted)

Rule 1(e) Train Length Pay

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

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

Rule 1(f) Local Freight Service

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

Rule 2(a) Basic Day

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

Rule 2(b) Overtime

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

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

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

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

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

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

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

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

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

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

Rule 3(a) Guarantee All Classes

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3(b) Calendar Days and Minimum Days

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

Rule 3(c) Extra Men Processing Vacancies

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

Rule 3(d) Used on Rest Day

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

Rule 3(e) Home on Rest Day

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

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

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

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

Rule 3(f) Firemen

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

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

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

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

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

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

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

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

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

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

b. Assigned through freight service between Annapolis and Healy.

Rule 4(a) Held Away from Home Terminal

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

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

Rule 4(b) Assigned Work Train Crews

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

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

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

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

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

Rule 5 Beginning and Ending of Day

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

applied to deny rest under the hours of service rule.

Rule 6(a) Passenger Service Terminal Switching Delays

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

Rule 6(b) Initial Delay

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

Rule 6(c) Final Work

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

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

Rule 6(d) Terminal Delay

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

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

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

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

Rule 6(e) How Paid

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

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

Rule 6(f) Freight Service Initial Work or Delay

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

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

Rule 6(c) Initial Delay

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

Rule 6(h) Initial Switching and Delay

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

Rule 6(i) Initial Switching Freight and Mixed Crews

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

Rule 6(l) Payment Initial Terminal Switching or Delay

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

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

Rule 6(k) Final Work and Delay

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

Rule 6(l) How Paid

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

Rule 6(m) Final Work

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

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

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

Rule 6(n) Terminal Switching Freight and Mixed Crews

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

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

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

Rule 6(o) Preparatory Engine Time

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

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

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

Rule 6(p) Passenger Service Ticketing

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

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

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

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

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

aboard and removed by other than trainmen and enginemen.

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

Rule 6(g) Computation Delay or Switching Time

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

Rule 6(r) Rules Applicable

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

Rule 6(s) Preparatory or Final Time Limitation

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

Rule 6(t) Initial and Terminal Work

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

Rule 6(u) Intermediate Work at Whittier

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

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

Rule 6(v) Assigned Work and Snow Service Crews

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

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

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

Rule 6(x) Revised - Road-Yard Movements

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

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

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

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

Rule 6(v) Coupling and Uncoupling Diesel Locomotive Units

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

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

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

Assigned or extra crews or men being used in

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

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

#### Rule 7(b) Limitation

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

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

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

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

Rule 7(c) Classes of Service--Exception

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

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

Rule 7(d) Work Train Service--Exception

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

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

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

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

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

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

Rule 7(e) Highest Rate Paid

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

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

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

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

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

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

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

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

Rule 7(c) Switching Between Sour and Siding

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

Exceptions:

(a) Movement conducted entirely within yard limits.

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

Rule 8 Book Rest

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING  
Between  
THE ALASKA RAILROAD  
And  
UNITED TRANSPORTATION UNION

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

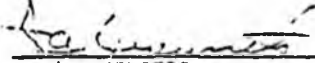
This Agreement is predicated on future increases in volume of traffic between Anchorage and Seward and our infrequent service to Seward currently providing restricted opportunity to qualify Engineers between Portage and Seward.

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

FOR THE ORGANIZATION:

FOR THE ALASKA RAILROAD:

  
Michael W. Olson  
United Transportation Union

  
J. A. Neperstein  
Acting Supt. of Transportation

7 24 82  
Date