

ALPHABETICALLY BY LAST NAME / 7

3141 HT AK RR / EMPLOYEES (FORM 2)

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

Rule 53(b) Switch Shanties

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

Rule 53(c) Transportation of Household Goods

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

Rule 54 Meeting - General Officers

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

Rule 55(a) Reduction in Force and Retention Standing

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

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

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

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

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

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

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

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

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

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

Rule 55(b) Performance Ratings

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

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

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

Rule 56 Retirement Computation - Rotating Assignments

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

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

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

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

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

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

BASIC LABOR AGREEMENT
ALASKA RAILROAD LABOR POLICY STATEMENT

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

The Alaska Railroad as an agency of the Government of the United States is dedicated to the accomplishment of certain public purposes as provided in the Act of March 12, 1914, which directed the President of the United States to construct and operate a railroad in the Territory of Alaska (now the State of Alaska). Among these public purposes are the furtherance of the development of Alaska and the support of national defense. The duties and responsibilities necessary to accomplish these public purposes have been vested by Executive Order of the President, No. 3861, dated June 3, 1923, and supplements thereto, in the Secretary of Transportation; and the Secretary, by appropriate orders and regulations, has delegated certain responsibility for operating the Railroad to its General Manager.

Section 1. Definitions

Labor Organizations: The term "labor organization" means any organization, union, or employee representation committee in which employees participate and which exists for the purpose, in whole or in part, of providing representation for members employed on the

Railroad in dealing with the management officials on wages, hours, conditions of employment, grievances, disputes, and other matters pertinent to their employment. This term does not apply to employee welfare organizations, recreational associations, credit unions, or similar associations.

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

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

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

Supplementary Labor Agreement: This term refers to the written agreement or series of agreements which are negotiated and made effective between management officials and representatives of employees within the purpose and in the implementation of the general policies and guidelines of a basic labor agreement. The periodic negotiation and adjustment of wages and related pay matters and detailed working rules and standards

are characteristic of the subject matter of supplementary labor agreements. They may not delete, modify, or otherwise nullify any of the policies and procedures which have been incorporated in the Basic Labor Agreement.

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

Section 2. Compliance

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

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

Section 3. Scope

This agreement is applicable to those employees of the Railroad not subject to the Classification Act of 1949, as amended, a majority of whom in any particular trade or craft has

designated as their representative a labor organization signatory to this agreement.

Section 4. Employee Rights to Labor Representation

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

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

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

Section 5. Discrimination Prohibited

Appointments to the service of the Railroad are to be made strictly on the basis of merit and efficiency. No test of race, color, religious belief, or political affiliation, except as prescribed by law, will be required of any employee, or considered in his appointment,

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

Section 6. Determination of Bargaining Rights

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

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

Section 7. Duty to Confer

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

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

which is the subject of conference.

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

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

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

Section 8. Written Agreements

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

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

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

Section 9. Wage Policy

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

- a. To establish a means of understanding in reaching fair and equitable wage settlements on The Alaska Railroad, now and in the future, the following principles and procedures will govern the wage negotiations:

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

2. That the Alaska Railroad employees should receive, over and above the basic rate for comparable occupations on the Northern Pacific Railway, a percentage differential equal to the differential by which the consumer price index of the Anchorage area exceeds the average consumer prices in all cities of the contiguous 48 states for which place-to-place differentials are computed by the Bureau of Labor Statistics, Department of Labor.

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

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

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

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

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

7. It is agreed that:

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

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

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

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

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

11. It is agreed that wage increases as specified in this agreement will not be applied retroactively to any operating employee not employed by The Alaska Railroad as of the date final settlement is reached as a result of negotiations on the Northern Pacific Railway. Exceptions to this rule will be (a) employees who entered into military service, voluntarily or otherwise, after the effective date established, (b) employees who were separated

for reasons of retirement under the Civil Service Retirement Act after the established effective date of the wage increase, (c) heirs of deceased employees.

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

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

9.7 Dental Insurance Benefit:

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

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

(Rule 9.3 Revised Jan. 1973)

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

10.1 The parties to this agreement recognize that the prompt and orderly settlement of disputes in a fair and reasonable manner is

essential to good labor relations and to the efficient accomplishment of the purpose for which the Railroad exists. To this end officials of the Railroad and employees and their representatives will make every effort to resolve their disputes at the first level of management where the dispute originates. In the event that disputes are not so resolved, they shall be handled in accordance with the procedures outlined below:

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

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

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

decision will automatically be in favor of the employee or claimant.

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

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

a. The procedures for the settlement of grievances arising out of the interpretation of the agreement covering the rates of pay, rules and working conditions, and operating and safety rules for the employees of The Alaska Railroad, as represented by the Brotherhood of Railroad Trainmen and the Brotherhood of Locomotive Firemen and Enginemen, will be as follows:

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

2. If selection of the third party

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

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

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

4. It shall be the duty of this Board to

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

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

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

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

8. The members of the Board representing the carrier and the labor organization

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

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

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

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

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

a. If efforts to bring about agreement in disputes over general changes in wage rates

or in railroad wage rules are unsuccessful, the Railroad and the labor organization or labor organizations involved agree to the submission of the facts to a Board of Arbitration established in accordance with the terms and conditions contained herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. Bulletin Boards and Distribution of Literature

11.1 Distribution of literature of a labor organization shall be permitted, provided the distribution is made by employees outside their regular working hours and does not interfere with the work assignments of other employees who may be on duty at the time. Notices posted by labor organizations on Government bulletin boards and literature distributed on Government property shall contain the name of the organization issuing or sponsoring it, and shall contain

nothing that would imply official sponsorship or endorsement by the Railroad. The material must pertain specifically to the business of the labor organization and shall not contain statements which reflect on or attack the integrity of motives of individuals, other labor organizations, the Department of Transportation, the Railroad, or other governmental agencies, Federal or otherwise. Objective statements of opinion, favorable or unfavorable, about issues or subjects related to the employees' work and employment conditions are permitted. Canvassing or soliciting membership and collecting membership dues for a labor organization shall also be conducted outside regular working hours of the employees canvassed and of the employees performing these activities. Non-employee canvassers may be required to give notice of their presence to the responsible management officials. There shall be no interference with the performance of official duty of employees during working hours.

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

The wage assignment authorization shall be on the Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues, Standard Form No. 1187.

The revocation of the wage assignment authorization shall be on the Revocation of Voluntary Allotment of Compensation for Payment of Employee Organization Dues, Standard Form No. 1188.

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

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

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

c. Deductions will be made from the wages earned beginning the first complete pay period following receipt of the allotment

form in the Accounting Section for which the wage assignment authorizations, specified in Sections 11.2a and 11.2b, is furnished. The following deductions will have priority over deductions in favor of the Organization, as provided herein:

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

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

e. Deduction shall cease when:

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

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

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

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

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

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

by the Organization.

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

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

11.8 This agreement shall become effective pay period beginning December 23, 1973, following mutual acceptance by the parties and shall remain in effect until modified or changed in accordance with established negotiation procedures for amending the basic agreement between the member parties of this agreement. This agreement is subordinate to and superseded by any conflicting Federal law, Executive Order, or directives that are now, or may be later, imposed pertinent to this service to the Organization.

Section 12. Labor-Management Cooperation

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

- a. Elimination of waste in operation and maintenance.

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

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

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

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

Section 13. Interpretation of Departmental Labor Policy

It is understood and agreed that the intent of this Basic Agreement is to comply with the Labor Relations Policies of the United States Department of Transportation issued January 1959 by the Administrative Assistant Secretary. Signatories to this Agreement may request interpretation from the Department as may be required.

Section 14. Effective Date and Duration

This Agreement shall become effective on the

date on which it is approved by the Secretary of Transportation. After such approval renewal of this Basic Labor Agreement will be automatic from year to year.

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

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

Dated at Anchorage, Alaska, February 7, 1980.

ACCELERATED TRAINING PROGRAM FOR CONDUCTORS

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

1. General

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

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

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

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

II. Training Program

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

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

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

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

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

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

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

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

III. Compensation During Training

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

Example:

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

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

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

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

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

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

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

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

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

V. Effect on Existing Agreements

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

ACCELERATED PROMOTION PROGRAM FOR ENGINEERS

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

ARTICLE I - GENERAL

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

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

ARTICLE II - ELIGIBILITY

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

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

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

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

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

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

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

ARTICLE III - TRAINING PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

trainee may be qualified on basis of experience.

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

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

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

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

ARTICLE IV - COMPLETION OF PROGRAM SATISFACTORILY

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

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

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

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

D. Engineers not qualified for all classes of service cannot hold positions on the Engineer's Extra Board until such time as they are qualified by the Road Foreman of Engines.

ARTICLE V - FAILURE TO COMPLETE SATISFACTORILY

A. When, in the opinion of the ARR instructor(s), it becomes apparent that a fireman will not complete the training satisfactorily, he will be required to consult with the ARR instructor(s) and General Chairman of the UTU for the purpose of identifying and possibly overcoming this problem.

B. If a fireman under this training program fails to pass the required final examination on the first attempt, he will be given a second opportunity to pass such examination.

The second examination will be taken not less than sixty (60) days after failure of the first examination. The second examination will be held at the same point as the first if practicable or unless otherwise mutually agreed upon. Failure to complete the training program in accordance with the terms of this Agreement or failure to pass the final examination on the second attempt will constitute a failure to qualify and shall as of the date so notified follow and be junior as firemen to the youngest man on the fireman's seniority list until such time as incumbent could be reassigned to more suitable employment.

During the period while awaiting and taking reexamination, firemen will not be compensated nor allowed any expenses as firemen under this Agreement, but they will be permitted to sit in on any classroom instructions given to other firemen.

During the period while awaiting and taking the second examination, firemen may exercise their seniority.

ARTICLE VI - COMPENSATION DURING TRAINING

A. Existing agreements between the parties which provide for the payment of daily, weekly, or monthly rates of pay in excess of those set forth in this Agreement for training, qualification, and promotion of firemen, or which provide for payment of an allowance for instructor(s) or which provide for preservation of the without-fireman rates of pay, will remain in full force and effect unless otherwise mutually agreed to by the parties on the individual Carrier.

B. Firemen trainees who have a seniority date prior to January 1, 1975, will be paid while in training the pay of the assignment from

which removed to enter the training program. Firemen trainees who enter the training program with a seniority date after January 1, 1975, will be paid a basic weekly rate of \$319.10. This rate is subject to future wage increases. Computation of the weekly rate designated above was made as follows:

Example: 5 X yard firemen's rate and
7 X the firemen's extra board rate
and added and divided by 2 for the
weekly average.

C. The earnings guarantee herein provided will be proportionately reduced for any scheduled training day that a fireman is absent of his own volition, based on a five-day week.

ARTICLE VII - SUPERVISION OF FIREMEN IN THE TRAINING PROGRAM

When firemen participating in the training program are required to receive on-the-job training, the engineer on the job selected will acquaint the fireman in training with the responsibilities and functions of engineers under actual working conditions, subject to the following:

A. The fireman in training will be permitted to operate the engine and perform other functions under direction of the engineer.

B. While the engineer cannot be relieved from his responsibility for the safe operation of his train and engine, he will not be held responsible for broken knuckles, damaged draw-bars, or rough handling when the engine is operated by the fireman in training.

C. The presence of a fireman in training will not affect the engineer rate of pay when operating without a fireman.

D. Engineer(s) will be required to complete progress reports as may be directed by the Road Foreman of Engines/Trainmaster.

ARTICLE VIII - MISCELLANEOUS

A. The parties hereto having in mind conditions which exist or may arise on individual carriers in the application of this Agreement, the duly authorized representative of the employees party to this Agreement, and the officer designated by the ARR may mutually enter into additional written understandings to implement this Agreement or to preserve existing training agreements.

ARTICLE IX - EFFECT ON EXISTING AGREEMENTS

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

CREW CONSIST AGREEMENT
between
THE ALASKA RAILROAD
and the
UNITED TRANSPORTATION UNION

This Agreement, and attached Implementing Memorandum, by and between The Alaska Railroad and the United Transportation Union, is in full and final settlement of the original notice served by the carrier October 23, 1977 and subsequent notice of March 24, 1980, and subsequent discussions between the parties as they pertain to the consist of crews in train and yard service.

IT IS HEREBY AGREED AS FOLLOWS:

1. The parties will finalize the necessary implementing provisions to become effective concurrent with this Agreement consistent with the following.
2. The consist of the road freight train and yard crews, except as otherwise provided in this Agreement, shall be not less than one conductor two brakemen. Such a crew will hereinafter be referred to as a standard crew.
3. The reduction of road freight service brakemen or yard brakemen positions from any crew shall be made solely on a pure accretion basis, i.e. no brakeman positions available to a protected employee under schedule rules will be blanked, nor will a protected employee be laid off or remain on lay-off as long as a reduced crew is operating on the system, except under certain conditions provided for in this Agreement, or agreements hereinafter pursuant to the provisions of this Agreement.
4. Protected employees are all trainmen in train/yard service who are on the rolls of The Alaska Railroad as of January 1, 1981, with a seniority date prior to April 15, 1980. Trainmen in train/yard service with a seniority date after April 15, 1980, are non-protected employees.
5. Effective with the date of the Agreement, trainmen in road or yard service, both protected employees and non-protected employees, working on a reduced crew shall each be paid a Special Allowance of \$5.67 for each road trip or yard tour of duty worked on a reduced crew, as compensation for the additional services and responsibilities consistent with the operation of a reduced crew. This special allowance is subject to all future wage and cost-of-living allowance adjustments becoming effective subsequent to the date of this Agreement.
6. A protected employee shall retain the right to exercise seniority to any second brakeman position, except those specified in paragraph 3 hereof provided that their services are not required on a must-fill position as set forth in the Implementing Agreement.

7. For each yard tour of duty or road freight service trip (including a business or new service and service performed on nonrevenue trains) that crew is operated as a reduced crew of one conductor and one brakeman, the Railroad will pay to protected employees working on the reduced crew the following:

- a) for yard tours of duty and road freight service trips of 150 miles or less, each protected employee will be paid \$32.23. Total payment per reduced crew operated will not exceed \$64.46.
- b) for road freight service trips in excess of 150 miles, each protected employee will be paid \$32.79. Total payment per reduced crew operated will not exceed \$105.58.

These payments will be made to protected employees directly on a pay period basis and will not be subject to future general wage increases or cost-of-living adjustments.

8. New business or new service operations, i.e., business not formerly handled by the Carrier for which identifiable service is established to compete with other modes of transportation, may be operated with a train crew of not less than one conductor and one brakeman, provided that such trains do not exceed 121 cars, including caboose(s), or 6,840 feet in length.

8.1 All non-revenue trains, such as Hours of Service relief crews, snow plows, work trains, wreck trains, may be operated with a reduced crew of not less than one conductor and one brakeman.

9. Effective with the date of this Agreement, the following car limits and train length limitations shall be made effective in road service:

Trains of 1 to 71 cars, but not to exceed 4,015 feet in length, inclusive of caboose(s), may be operated with a reduced crew of one conductor and one brakeman, subject to other provisions of this Agreement.

Trains of 71 to 121 cars, but not to exceed 6,840 feet in length, inclusive of caboose(s), may be operated with a reduced crew of one conductor and one brakeman only by agreement between the UTU General Chairman and the Railroad's Superintendent of Transportation.

Trains consisting of more than 121 cars or exceeding 6,840 feet in length, inclusive of caboose(s), may be operated only with a standard crew.

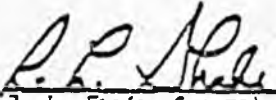
10. The parties of this Agreement shall not serve or progress, prior to the expiration of all protected employees, any notice or proposal for changing the specific provisions of this Agreement governing: (1) pure

attrition, (2) protected employees, (3) car limits and train lengths, (4) special allowances, or (5) productivity savings shares and the administration thereof. This paragraph will not bar the parties from making changes in the provisions of this Agreement by mutual agreement.

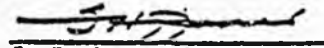
Signed at Anchorage, Alaska this 25th day of July, 1981.

For the ORGANIZATION

For THE ALASKA RAILROAD



L. L. Soaks, General Chairman
United Transportation Union



F. A. Jones, General Manager
The Alaska Railroad

APPROVED:

APPROVED:

F. D. Dudley, International
Vice President
United Transportation Union

Robert Bianchetto, Administrative
Federal Railroad Administration

MEMORANDUM IMPLEMENTING THE
CREW CONSIST AGREEMENT
Between
THE ALASKA RAILROAD
and the
UNITED TRANSPORTATION UNION

PART I

ARTICLE I - CONDITIONS

1. All road freight crews and all yard crews shall consist of not less than conductor and two brakeman except as otherwise provided by this agreement.
2. Except as specifically limited by the Crew Consist Agreement dated February 20, 1982, and by this Implementing Memorandum, all road freight and yard crews may be operated as "reduced crews" consisting of one conductor and one brakeman.
3. The minimum crew size shall consist of not less than one conductor and one brakeman and no service shall be required of any crew manned by less than one conductor and one brakeman except by agreement between the parties signat hereto.
4. The Carrier is not restricted from operating any reduced crew with a crew consist in excess of the minimum of one conductor and one brakeman.
5. The Carrier is not restricted by this Agreement from establishing by agreement or continuing assignments by existing agreements which have been single-position assignments such as, but not limited to, pilots.
6. No protected employee will be moved from a standard crew of a conductor two brakemen to a reduced crew of a conductor and one brakeman in order to operate such crew a standard crew of a conductor and two brakeman.
7. Employees who are not protected employees as defined by the Crew Consist Agreement will not have any claim to be blanked or blankable positions, but shall be used in proper turn on must-fill vacancies.
8. Payment made to employees pursuant to paragraph 7 of the Memorandum of Agreement shall not be computed in computing vacation pay.

ARTICLE II - DEFINITIONS

1. (a) Regular "must-fill" positions in road or yard service for which no assignment has been received will be filled by assigning: (1) junior protected employee from the extra board in accordance with existing Schedule Rules; (2) junior protected employee occupying a blankable position.
(b) In circumstances in which there are two or more must-fill positions to be filled, the employees to be assigned shall have preference by seniority in the positions to be filled.

2. (a) The term "must-fill" positions are positions covered by agreements between the Carrier and the UIC, except second brakeman positions in road freight and yard service which may be blanked pursuant to the Crew Consist Agreement or to this Memorandum.

(b) The term "blanked" position refers to the second brakeman position on a crew which is not filled and the crew therefore works as a "reduced crew."

(c) The term "blankable" position refers to the second brakeman position on a standard crew which is filled by a protected employee and which, under certain specified conditions, can be operated as a "reduced crew" in the absence of a second brakeman.

ARTICLE III - EXTRA BOARDS

Section 1. (a) Yard Vacancies. Subject to applicable Schedule Rules, protected employees on the Extra Board will be called for all blankable yard vacancies unless their services are required for a known must-fill vacancy.

An extra protected employee may be held for a known must-fill vacancy and should such vacancy not materialize, the employee will be paid a basic day's pay and retain first-out position on the extra board. It is further understood that such extra protected employees called for and performing subsequent service will be compensated under existing applicable Schedule Rules.

(b) Road Vacancies. Protected employees on the Extra Board will be called for all second brakeman vacancies unless their services are required for a known must-fill vacancy.

An extra protected employee may be held for a known must-fill vacancy. If the held employee fills the vacancy and the earnings therefrom are less than earnings of the assignment to which entitled, the employee shall be paid the difference in earnings and placed on the extra board after completion of the tour of duty worked in accordance with the existing Schedule Rules without regard to the assignment missed.

Should such vacancy not materialize, the employee will be paid the earnings of the assignment to which entitled had such employee not been held and will be placed on the extra board in the same manner as though the employee had worked such assignment.

Should such employee be used in emergency while being withheld from the extra board in these circumstances, earnings therefrom shall not be less than earnings of the job held for.

Section 2. Force Assigning from Blankable Positions.

(a) Must-Fill Yard Vacancy. When there are no extra men available on the extra board and there is a known must fill yard vacancy, the available protected yard brakeman holding a blankable yard brakeman position will be required to fill the position for one tour of duty, as follows:

Use the junior protected brakeman on a shift:

- First: Same starting point within a terminal with the (1) same starting time
(2) earlier starting time
(3) later starting time
- Second: At another starting point within a terminal with the (4) same starting time
(5) earlier starting time
(6) later starting time
- Third: If the vacancy cannot be filled by any of the above, then procedures of existing Schedule Rules shall apply.

If the protected yard brakeman is not used on the vacancy for which he is such brakeman will be paid loss of earnings. If used at the same starting as their regular assignment, the employee will be paid at pro rata rate for regular eight (8) hour period and actual overtime worked. If used in advance of, or later than, the regular starting time, the employee will be paid at one and one-half for the shift.

(b) Misc-Fill Road Vacancy at Extra Board Points. When there are no brakemen available and there is a known misc-fill road vacancy, the most junior available protected yard/road brakeman, holding a blankable brakeman position at that location, will be used to fill the position for one trip or one tour of duty without loss of earnings. If the vacancy cannot be filled in this manner, existing rules will apply.

(c) Misc-Fill Vacancy at Far Terminal. At the away from home terminal where a protecting extra board is not maintained, if there is a known misc-fill brakeman's position, the junior protected brakeman assigned or protecting a blankable position at the location where the misc-fill position exists will be used and will be returned to point of assignment at completion of trip. Compensation shall be paid in accordance with existing Schedule Rules for rate at point of assignment.

Section 1. Extra Board Regulation. (a) Extra lists will be regular in accordance with existing rules and practices predicated as nearly as possible on "misc-fill" positions in keeping with subsection (b) hereof.

(b) The Carrier shall maintain a sufficient number of employees to permit reasonable lay-off privileges and to protect vacations, annual and sick leave days and other extended vacancies.

ARTICLE IV - BULLETINS

1. Bulletin rules of the existing Basic Schedule Rules and Agreements are hereby modified to provide for the following:

(a) Blankable vacancies shall be designated by bulletins as "blankable" signifying such vacancy or vacancies are open to bid or application only from protected employees.

(b) Where Schedule Rules provide such vacancies must be bulletined and bid is received for a blankable vacancy from an eligible protected employee during the bulletin period, the vacancy will not be subbulletined and may thereafter be filled only by an eligible protected employee having a displacement right.

ARTICLE V - REPORT FOR WORK, COMPLETION OF SHIFT

1. In the event a standard yard or road freight crew member fails to report for duty at the assigned reporting time, the remaining crew members may be required to work on a reduced crew basis. Should the absent member of a yard crew fail to report within one hour, or if the absent member of a road crew fails to report before departure of the train, the remaining crew members shall finish that tour of duty, receiving the Special Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance.

2. If a brakeman on a standard yard crew marks off after being on duty less than 4 hours, he shall be paid for the actual time on duty. The remaining two crew members may be required to complete the trip or tour of duty and receive the Special Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance.

3. If a trainman on a standard train crew marks off after being on duty four (4) hours or more, he shall be paid for the actual time on duty. If the remaining two crew members are required to work more than two (2) hours as a reduced crew, they will be paid the Special Allowance and protected trainmen shall be allowed the Productivity Savings Sharing Allowance.

4. If a trainman on a standard train crew on a straightaway road assignment marks off sick or is not available to cover his return train from his away-from-home terminal, the remaining two crew members may be required to work back to their home terminal, providing train length does not exceed 121 cars or 6,340 feet, receiving the Special Allowance and protected trainmen shall be allowed the Productivity Savings Allowance.

ARTICLE VI - RADIOS

Portable radios will be furnished for use by all members of reduced crews consisting of one conductor and one brakeman. The Carrier will be responsible for maintenance of radios and sufficient frequency channels will be utilized to provide proper communication.

Portable radios for use and carried by trainmen will not exceed three pounds and will be equipped with a suitable holder which will firmly hold radio close to the body or will be of such size as to permit being placed coat or trouser pocket.

Portable radios hereafter purchased will not exceed the size and weight those presently in use.

ARTICLE VII - JURISDICTION

No Carrier supervisor, official or non-traffic employees (including yard masters) shall be used to supplant or substitute in the exclusive work of a train or yard crew:

ARTICLE VIII - TRANSFER TO ENGINE SERVICE

Subject to the Carrier's legal obligations, when selecting new applicants for service in the fireman craft represented by the UMW, opportunity shall be given to employees in train and yard service represented by the United Transportation Union on the basis of their relative seniority standings, fit and other qualifications being equal. The Carrier will post notice when new applicants.

ARTICLE IX - PASSENGER SERVICE

Nothing in this Agreement changes existing Crew Consist agreements in passenger service, nor precludes negotiation of such matters by the parties hereto.

Application of Crew Consist Agreement and Interpretation

Conductor - Extra Board Fairbanks

Not required to call conductors to protect blankable brakeman positions except encumbered blankable positions vacant by leave.

Protected employees required to fill blankable position from Brakeman's Extra Board. Such protected employees will only be called to fill those blankable positions encumbered and for some reason vacated for leave or vacated by seniority move of employee. On blanked blankable position, the carrier will not be required to fill with protected employees from Brakeman's Board; however, may be filled at Management's discretion.

11/4/01

PART II

INTERPRETATIVE QUESTIONS AND ANSWERS

ARTICLE I - CONDITIONS

Section 5

- Q. Does the minimum crew consist in any way affect single assignments, as pilots, etc.?
- A. The minimum crew consist does not pertain to single assignments.

CREW CONSIST AGREEMENT

Section 8 - New Business or Service

- Q1. A freight/yard assignment regularly services an industry or industry. A new industry is later established which generates new business requiring freight/yard service. May this freight/yard assignment be operated with a reduced crew under the new business concept?
- A. No, extension of the existing freight/yard assignment to include servicing of the new industry would not constitute new business.
- Q2. When could new business and new service qualify for using a reduced crew?
- A. When the new business results in having to provide new service to exclusively accommodate the new business.
- Q3. May a new road switcher assignment be considered as new business or service?
- A. Consistent with Questions 1 and 2 herein, a new road switcher assignment may be operated with a reduced crew when providing new service to exclusively accommodate the new business.

Section 6.1 - Non-Revenue

- Q1. May the Carrier call a reduced crew to perform relief service when the train to be relieved has a required standard crew?
- A. Yes, provided no other work is performed, such as switching, set out and/or pick up, etc.
- Q2. In reference to Question 1, would this restriction apply if the train relieved did not require a standard crew?
- A. No.

Q3. In situations where relief service is protected by first-out through freight crews at their away-from-home terminal instead of an extra board, would all members of a one and two crew be used for the relief service?

A. Yes, the Crew Consist of the through freight crew in this instance would not be broken.

ARTICLE III - DEFINITIONS

Section 2 - Blankable Positions

Q1. Do protected employees have the right to fill blankable brakeman positions?

A. Yes, as provided in this Agreement.

Q2. Is it necessary to bulletin a blankable brakeman position?

A. Yes, as provided in Article 17 of this Agreement.

Q3. Must blankable brakeman positions under bulletin be filled from the protecting extra boards by protected employees?

A. Yes, subject to the availability of protected brakeman and other provisions of this Agreement.

Q4. May protected employees exercise seniority to blankable positions under bulletin in accordance with Schedule Rules or Agreement?

A. Yes.

Q5. Do non-protected brakemen have the right to blankable positions?

A. No.

ARTICLE IV - DISPLACEMENT RIGHTS

Q1. How shall a protected employee acquire the right to exercise seniority to a blankable (blanked) position?

A. By seniority right to obtain such position under governing existing Schedule Rules, i.e., bulletin or displacement, and as further provided in this Agreement.

Q2. Does a protected employee retain the right to take a blanked or blankable position even though it was passed up previously?

A. Yes, provided he is entitled to an exercise of seniority under the applicable Schedule Rules.

ARTICLE III - EXTRA BOARDS - SENIORITY

Q1. If a protected extra board brakeman is held for a must-fill vacancy; when must the employee be notified of the must-fill vacancy?

A. The brakeman will be notified as soon as possible but not later than the calling time of the assignment from which withheld.

Q2. Should a protected brakeman be held for a known must-fill vacancy; after notified, an earlier must-fill vacancy becomes known, may the Carrier use the held brakeman for the earlier vacancy?

A. Yes, if available, but the employee shall not be censured or pay if unable to locate.

Q3. May a first-out protected employee standing for a blankable vacancy held for a known must-fill vacancy when there is a non-protected employee available on the extra board to fill such vacancy?

A. No.

Q4. When may a regularly assigned protected brakeman be held for a known must-fill vacancy?

A. Only when there are no men available on the extra board.

Q5. There is a must-fill vacancy and a blankable vacancy on a 3:30 p.m. assignment, and also a must-fill vacancy on a 4:00 p.m. assignment. How would these vacancies be filled from the extra board that is line up with first-out protected yardman; second-out, a non-protected yardman; and a third-out protected yardman?

A. The first-out protected yardman would be called for the 3:30 p.m. vacancy and the third-out protected yardman would be called for the 3:30 p.m. blankable vacancy and the second-out non-protected yardman would be called for the 4:00 p.m. must-fill vacancy because non-protected yardman would have no right to a blankable vacancy.

- Q6. Under the foregoing example, if the extra board was lined up with the first two as protected yardmen and the third a non-protected yardman, how would such vacancies be filled?
- A. The 3:30 p.m. must-fill vacancy and the 3:30 p.m. blankable vacancy would be filled by using the first-out protected yardman and the second-out protected yardman; and the 4:00 p.m. must-fill vacancy by the third-out non-protected yardman.
- Q7. There are only two protected extra yardmen on the extra board when a blankable vacancy arises and also there is a subsequent known must-fill vacancy. Which protected yardman would be held for the later must-fill vacancy?
- A. The first-out protected yardman would be used on the blankable position and the second-out protected yardman would be held for the subsequent must-fill vacancy. However, if there are two subsequent must-fill vacancies, both protected extra yardmen would be held account extra board then exhausted.
- Q8. In reference to second brakeman positions, how will extra engines be treated?
- A. The terms of this Crew Consist Agreement apply to both regular and extra yard assignments.
- Q9. If there are two must-fill and two blankable vacancies with the same or duty time and the standing on the extra board is first-out protected employee; second, non-protected; third, protected; fourth, non-protected; how would these vacancies be filled from the extra board?
- A. The must-fill vacancies will be filled first, so that the first-out protected brakeman would have an election; the second non-protected, would fill the second must-fill vacancy; and the third protected, would have an election on one of the two blankable vacancies and the fourth, non-protected, would not be used to fill the remaining blankable vacancy.
- Q10. In reference to Q9, the extra board is lined up with first-out employee as non-protected; second, non-protected; third and fourth, protected; how would these vacancies then be filled from the extra board?
- A. The first-out and second non-protected would fill the two must-fill vacancies, and the third and fourth protected would fill the blankable, the first having an election in both cases.

Q11. When a protected brakeman is held for a known must-fill vacancy and other extra men subsequently become available on the extra board, can protect such vacancy or vacancies, will the held brakeman be released and returned to the extra board?

A. No, the employes will be handled on the basis that the vacancy for which held did not materialize.

Q12. How long may a protected brakeman on the Road Extra Board be held for must-fill vacancy?

A. A protected extra brakeman may be held from the time a known vacancy exists until such vacancy is fulfilled or is released therefrom. A protected extra brakeman will not be held for a must-fill vacancy unless, at the normal cutting time of the position from which withheld no protected employes are available on the Extra Board. In any event a protected extra brakeman held for a must-fill vacancy shall not lose any earnings that such brakeman would have otherwise accrued, had such brakeman not been held.

Q13. There is a must-fill vacancy in road service and a must-fill vacancy in yard service with the same on duty time. On which vacancy would a first-out employee on a combination road/yard extra board be used?

A. Vacancy will be filled in accordance with Schedule Rules.

Q14. There is a must-fill vacancy in road service and a blankable vacancy in yard service or vice versa, with the same on duty time and the first-out employee on the Combination Extra Board is protected. On which vacancy will the protected employee be used?

A. On the must-fill vacancy.

Q15. There is a blankable vacancy in yard service and a blankable vacancy in road service with the same on-duty time and the first-out employee on the Combination Extra Board is protected. On which vacancy will the protected employee be used?

A. Vacancy will be filled in accordance with Schedule Rules.

Q16. If the most junior employee cannot be contacted, will such employee be penalized or disciplined?

A. No, such employee would not be available in the circumstances.

Section 21

Example: A protected brakeman stands to be called for a blankable vacancy "A" from the first-out position on the extra board at 6:00 a.m. The employee is withheld from vacancy "A" for a must-fill vacancy "C" for approximately 11:30 a.m. The employee is then used in emergency when an unforeseen must-fill vacancy "3" appears, at 7:30 a.m., account no other extra brakeman available. The employee would be paid the earnings of vacancy "3" on which the employee worked in emergency but not less than the earnings of vacancy "A" for which the employee stood at 6:00 a.m.

ARTICLE I - CONDITIONS

- Q1. Is it the intent to reduce a standard crew at the away-from-home terminal when such crew is called for a train only requiring a reduced crew, by deadheading the second brakeman home?
- A. No, the second brakeman will remain with the crew, except under conditions stated herein.
- Q2. Under what conditions would a reduced crew out of the away-from-home terminal be returned to the home terminal as a standard crew?
- A. As required in the Car Limits.

ARTICLE VI - RADIOS

- Q1. Will the "engine radio" and/or the "caboose" radio be classed as the portable radio for the brakeman/yardman and the conductor/foreman on a reduced crew?
- A. No.
- Q2. Is it fully understood that no reduced road/yard crew will be operated on any district unless all members of a reduced crew have operable portable radios?
- A. Yes.
- Q3. If the portable radio fails enroute, will the crew continue to its terminal?
- A. Yes.

CREW CONSIST AGREEMENT

Section 5 - Special Allowance

and

Section 7 - Productivity Fund

- Q1. When a reduced crew performs combination of deadhead-service, or service-deadhead, would such crew qualify for the Special Allowance and the Productivity Allowance?
- A. Combination deadhead-service, or service-deadhead, will be treated same as service trips in applying the special allowance and the Productivity Fund.
- Q2. Do the Special Allowance and the Productivity payment apply to pay such as hold time, runarounds, deadhead, call and release (no work performed), guarantees, holiday pay when service not performed on holiday, personal leave pay, vacation pay, penalty days paid due to violation of Agreement rules, and the like?
- A. No. These payments cover road service trips and yard tours of actually performed (worked) where the additional responsibility working with a reduced crew is involved.
- Q3. Does a reduced crew, who is called on duty, performs service (work) is subsequently released, qualify for the Special Allowance?
- A. Yes, because service (work) was actually performed as a reduced crew and will be credited as a tour of duty for the Productivity Allowance.
- Q4. In reference to the preceding question, the crew performs no service but qualifies for the payment prescribed in the Schedule Rules?
- A. The crew would not qualify for the Special Allowance because no service (work) was performed.
- Q5. Will a compensable called deadhead trip made by an employee (single individual) be taken into account as qualifying for the Productivity Allowance?
- A. No.
- Q6. Under Article III, Sections 1(a) and (b) of the June 25, 1964 Radio Agreement, Manning Self-Propelled Machines, do the reduced crew conditions apply?
- A. No.

PART III

Section I

The parties hereto acknowledge that further or additional understandings may be required in order to fully implement the intent of this Memorandum. Such necessary discussions or interpretations shall be handled in conference to endeavor to arrive at agreed-upon procedures not specified herein. Periodic conferences for the resolution of differences will be arranged in keeping with the intent and purpose of these agreements and the rights of the parties thereunder. Such agreements shall be reduced to writing as consecutively numbered addendums to this Memorandum of Implementation.

Section II

The term "brakeman" as used in this Agreement serves the purpose of identifying a craft or class of employees and is not intended to denote gender.

Section III

The provisions of this memorandum of Implementation supersede any and all existing agreements, rules, or understandings which are in conflict.

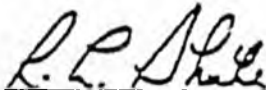
Section IV

This Agreement will be implemented upon ratification of Union membership and approval of the Federal Railroad Administration.

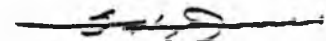
Signed at Anchorage, Alaska this 28th day of April, 1981.

For the UNITED TRANSPORTATION UNION

For THE ALASKA RAILROAD



R. L. Shale, General Chairman



F. A. Jones, General Manager

APPROVED:

APPROVED:

F. D. Duffley, International,
Vice President

Robert Blanchette, Administrator
Federal Railroad Administration

Anchorage, Alaska
June 26, 1981

Memorandum

To: ✓ Trans. Dept. Timekeepers
Personnel Officer
Manager, Data Processing Division
Manager, Budget and Accounting Division

From: Supt. of Transportation


Subject: Reduced Crew Consist Agreement - Payment/
Train Baggage-men—Mixed Passenger Service - Payment

Formal agreement has been reached between The Alaska Railroad and the United Transportation Union establishing a reduced crew consist and payment provisions for crews in passenger service (copy attached). Note that the effective date of this agreement is June 26, 1981.

By side letter dated June 26, 1981, Train Baggage-men in mixed passenger service operating with a reduced crew will be paid in accordance with the provisions of the reduced passenger crew consist agreement (copy attached). Note that the effective date of this agreement is retroactive to June 14, 1981.

All addressed, please arrange to implement the new pay provisions of these agreements promptly in order that payment commence with the upcoming pay period.

Any questions concerning these agreements and/or implementation of these agreements should be addressed to this office promptly.


Robert A. Davison
Supt. of Transportation

3 Attachments: (1) Rates of Pay
(2) Reduced Crew Consist Agreement
(3) Side Letter

cc:
General Manager
General Chairman, UTW

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

THE ALASKA RAIL

Form 7-2111
Anchorage, Alaska 99510

April 3, 1981

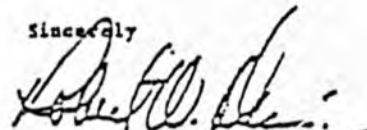
Mr. R. L. Shaks, General Chairman
United Transportation Union
321 West Manor Avenue
Anchorage, Alaska 99501

Side Letter No. 1
Alaska Railroad - UTW Crew Consist Agreement

Dear Mr. Shaks:

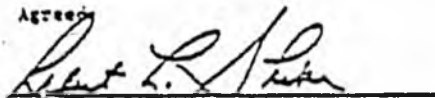
This will confirm our discussions and agreement that the consist of crews manning the Whittier Shuttle Service and mixed passenger/freight trains shall be governed by the provisions of the crew consist agreement covering road freight and yard services.

Sincerely



Robert W. Davison
Supt. of Transportation

Agreed



Robert L. Shaks
General Chairman - UTW

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION

THE ALASKA RAILROAD

Form 7-2111
Anchorage, Alaska 99510

June 24, 1981

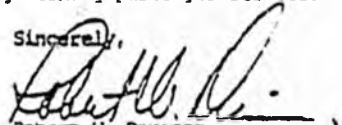
Mr. Robert L. Shake
General Chairman
United Transportation Union
321 West Manor Avenue
Anchorage, AK 99501

Side Letter Number 2
Alaska Railroad - UTU Crew Consist Agreement

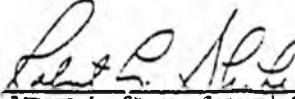
Dear Mr. Shake:

This will confirm our discussions and agreement that the baggageman called or assigned on mixed passenger/freight trains operating between Anchorage and Fairbanks will be paid the rate of pay established for baggageman by the Crew Consist Agreement governing passenger service.

Sincerely,


Robert W. Davison
Supt. of Transportation

AGREED:


Robert L. Shake, General Chairman
United Transportation Union

CREW CONSIST AGREEMENT
between
THE ALASKA RAILROAD
and the
UNITED TRANSPORTATION UNION

THIS AGREEMENT, by and between The Alaska Railroad and the United Transportation Union, is in full and final settlement of the consist of crews in passenger service.

IT IS HEREBY AGREED AS FOLLOWS:

1. The parties will finalize the necessary implementing provisions to become effective concurrent with this agreement consistent with the following.
2. The consist of passenger crews, except as otherwise provided in this Agreement, shall be not less than one conductor and one brakeman.
3. Effective with the date of the Agreement, trainmen in passenger service, both protected employees and non-protected employees, as defined by the road freight and yard service Agreement dated April 15, 1951, working on a one and one crew, shall each be paid in accordance with the rates of pay depicted in Attachment #1. Rates of pay provided in Attachment #1 will be incorporated in the master list of pay rates at its next printing and will subsequently be maintained in the master listing. These rates are subject to all future wage and cost-of-living adjustments becoming effective subsequent to the date of this Agreement.
4. Trains operated under the provisions of the Agreement will be subject to the following car limitations:
 - a) Regularly scheduled passenger trains:
 - No more than five (5) passenger cars carrying coaches
 - No more than one (1) diner car
 - No more than one (1) lounge car
 - No more than two (2) baggage cars
 - b) Unscheduled special passenger trains:
 - No more than seven (7) passenger-carrying coaches
 - No more than five (5) additional cars, i.e., baggage, recreation, lounge, or combination thereof to be determined by service needs

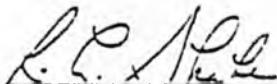
- c). Official or non-revenue trains:
- No more than five (5) passenger cars
- No more than one (1) baggage car

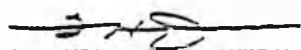
NOTE: Consists of two or less cars may be manned by one Conductor.

5. When trains are operated under provisions of 4(a), the Carrier may add up to two (2) additional coaches, not to exceed a maximum of seven (7) coaches per train. When the train operates within limits specified in this paragraph, the Carrier will pay 100 miles at passenger service rate (one basic day) to the brakeman first available on the Anchorage Extra Board. Such individual will then move to the bottom of the Board and stand last out.
6. One (1) baggageman will be called for or assigned trains that require crews to work mail, baggage, or express between terminals.
7. The Carrier retains the right to exceed the limitations specified in Section Four above at any time and in any manner, but such trains will not be operated with less than one (1) conductor and two (2) brakemen.
8. The parties of this Agreement shall not serve or progress any notice or proposal for changing the specific provisions of this Agreement governing: (1) protected employees; (2) special allowances; or, (3) productivity savings shares and the administration thereof. This paragraph will not bar the parties from making changes in the provisions of this Agreement by mutual agreement.
9. Differences or disputes regarding the application or interpretation of this document will be resolved through joint discussions and consultations between the parties.

For the ORGANIZATION:

For THE ALASKA RAILROAD


R. L. Snake, General Chairman
United Transportation Union


F. H. Jones, General Manager
The Alaska Railroad

CREW CONSIST AGREEMENT
between
THE ALASKA RAILROAD
and the
UNITED TRANSPORTATION UNION

ATTACHMENT #1 - RATES OF PAY

SOUTH OF HEALY

HEALY AND NORTH

<u>Title</u>	<u>Occupation Code</u>	<u>Pay Rate Code</u>	<u>Engr. Operating with Fireman Basic Day^A Hllage</u>	<u>Engr. Operating without Fireman Basic Day^A Hllage</u>	<u>Pay Rate Code</u>	<u>Engr. Operating with Fireman Basic Day^A Hllage</u>	<u>Engr. Operatin. without Fireman Basic Day^A Hllc</u>
<u>Gr. Service</u>							
Engineer	WO-6004-00	111	105.46		113	110.47	
Engineer	WO-6004-00	112		95.27	114		99.65
Fireman	WO-6005-00	121	97.16		123	101.66	
Fireman	WO-6005-00	122		88.55	124		92.52
Inspector	WO-6003-00	141	121.28		143	127.04	
Inspector	WO-6003-00	142		109.56	144		114.60
Workman	WO-6002-00	151	110.73		153	115.99	
Workman	WO-6002-00	152		100.03	154		104.63
Supervisor	WO-6042-00	161	110.73		163	115.99	
Supervisor	WO-6042-00	162		100.03	164		104.63

DEPARTMENT OF TRANSPORTATION
FEDERAL RAILROAD ADMINISTRATION:

THE ALASKA RAILR
Pouch 7-2711
Anchorage, Alaska 99510

November 3, 1981

Mr. Michael Olson
General Chairman
United Transportation Union
1110 West 82nd
Anchorage, Ak. 99502

Side Letter Number 3

Alaska Railroad-UTU Crew Consist Agreement

Dear Mr. Olson:

This will confirm our discussions and agreement on the interpretation of Section 5 of the Crew Consist Agreement and Article II of the Implementing Agreement. The intent of these Agreement provisions covering the assignment of protected and non protected employees to regular must fill vacancies is defined as follows:

"Regular must-fill positions in road or yard service for which no bid has been received from a protected employee, but bids from non-protected employees have been received, shall be filled by assigning the non-protected employee. If non-protected employees are assigned, an equal number of protected employees will, in reverse order of seniority, lose their status in filling blankable positions so long as non-protected employees are holding must fill positions.

The junior protected employee occupying a blankable position will be required to go to the extra board or exercise seniority to a must-fill position occupied by a junior employee.

The vacancy created on blankable positions as a result of exercise of seniority under this rule will not be rebulletined.

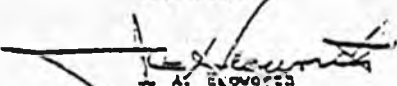
Upon notification the affected employee will be required to exercise seniority in accordance with Rule 11-K (3) in the current AAR-UTU Agreement."

Examples of this provision are:

1. Assume a must-fill vacancy exists on an 8:00 am yard assignment for which no bids are received from protected employees but bids are received from non-protected employees. The senior non-protected employee bidding will be assigned, and the junior protected employee occupying a blankable position will be removed from the blankable position held and be required to exercise seniority in accordance with this rule.

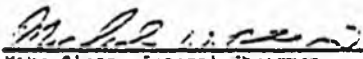
3. If no bids are received from either protected or non protected employees, the must fill vacancy will be filled by force assigning the junior employee (protected or non-protected) in accordance with Schedule Aulas. If non-protected employees are force assigned an equal number of protected employees in reverse order of seniority will lose their status in filling blankable positions so long as non-protected employees are holding must fill positions.

Sincerely,



A. Egworth
Supt. of Transportation

AGREED:



Mike Olson, General Chairman
United Transportation Union

THE ALASKA RAILROAD
EMPLOYEES

REGISTERED EMPLOYEES

EMPLOYEES

NO.	NAME	DATE	NO.	NAME	DATE
1	LESTER, MARTIN E.	02/29/67	41	WILLIAMS, ROBERT E.	02/29/67
2	TRACY, ROBERT G.	06/04/67	42	WILLIAMS, ROBERT E.	02/29/67
3	29702		43	WILLIAMS, ROBERT E.	02/29/67
4	29328		44	WILLIAMS, ROBERT E.	02/29/67
5	29443		45	WILLIAMS, ROBERT E.	02/29/67
6	29463		46	WILLIAMS, ROBERT E.	02/29/67
7	29516		47	WILLIAMS, ROBERT E.	02/29/67
8	29523		48	WILLIAMS, ROBERT E.	02/29/67
9	29579		49	WILLIAMS, ROBERT E.	02/29/67
10	29612		50	WILLIAMS, ROBERT E.	02/29/67
11	29620		51	WILLIAMS, ROBERT E.	02/29/67
12	29622		52	WILLIAMS, ROBERT E.	02/29/67
13	29623		53	WILLIAMS, ROBERT E.	02/29/67
14	29624		54	WILLIAMS, ROBERT E.	02/29/67
15	29625		55	WILLIAMS, ROBERT E.	02/29/67
16	29626		56	WILLIAMS, ROBERT E.	02/29/67
17	29627		57	WILLIAMS, ROBERT E.	02/29/67
18	29628		58	WILLIAMS, ROBERT E.	02/29/67
19	29629		59	WILLIAMS, ROBERT E.	02/29/67
20	29630		60	WILLIAMS, ROBERT E.	02/29/67
21	29631		61	WILLIAMS, ROBERT E.	02/29/67
22	29632		62	WILLIAMS, ROBERT E.	02/29/67
23	29633		63	WILLIAMS, ROBERT E.	02/29/67
24	29634		64	WILLIAMS, ROBERT E.	02/29/67
25	29635		65	WILLIAMS, ROBERT E.	02/29/67
26	29636		66	WILLIAMS, ROBERT E.	02/29/67
27	29637		67	WILLIAMS, ROBERT E.	02/29/67
28	29638		68	WILLIAMS, ROBERT E.	02/29/67
29	29639		69	WILLIAMS, ROBERT E.	02/29/67
30	29640		70	WILLIAMS, ROBERT E.	02/29/67
31	29641		71	WILLIAMS, ROBERT E.	02/29/67
32	29642		72	WILLIAMS, ROBERT E.	02/29/67
33	29643		73	WILLIAMS, ROBERT E.	02/29/67
34	29644		74	WILLIAMS, ROBERT E.	02/29/67
35	29645		75	WILLIAMS, ROBERT E.	02/29/67
36	29646		76	WILLIAMS, ROBERT E.	02/29/67
37	29647		77	WILLIAMS, ROBERT E.	02/29/67
38	29648		78	WILLIAMS, ROBERT E.	02/29/67
39	29649		79	WILLIAMS, ROBERT E.	02/29/67
40	29650		80	WILLIAMS, ROBERT E.	02/29/67
41	29651		81	WILLIAMS, ROBERT E.	02/29/67
42	29652		82	WILLIAMS, ROBERT E.	02/29/67
43	29653		83	WILLIAMS, ROBERT E.	02/29/67
44	29654		84	WILLIAMS, ROBERT E.	02/29/67
45	29655		85	WILLIAMS, ROBERT E.	02/29/67
46	29656		86	WILLIAMS, ROBERT E.	02/29/67
47	29657		87	WILLIAMS, ROBERT E.	02/29/67
48	29658		88	WILLIAMS, ROBERT E.	02/29/67
49	29659		89	WILLIAMS, ROBERT E.	02/29/67
50	29660		90	WILLIAMS, ROBERT E.	02/29/67
51	29661		91	WILLIAMS, ROBERT E.	02/29/67
52	29662		92	WILLIAMS, ROBERT E.	02/29/67
53	29663		93	WILLIAMS, ROBERT E.	02/29/67
54	29664		94	WILLIAMS, ROBERT E.	02/29/67
55	29665		95	WILLIAMS, ROBERT E.	02/29/67
56	29666		96	WILLIAMS, ROBERT E.	02/29/67
57	29667		97	WILLIAMS, ROBERT E.	02/29/67
58	29668		98	WILLIAMS, ROBERT E.	02/29/67
59	29669		99	WILLIAMS, ROBERT E.	02/29/67
60	29670		100	WILLIAMS, ROBERT E.	02/29/67
61	29671				
62	29672				
63	29673				
64	29674				
65	29675				
66	29676				
67	29677				
68	29678				
69	29679				
70	29680				
71	29681				
72	29682				
73	29683				
74	29684				
75	29685				
76	29686				
77	29687				
78	29688				
79	29689				
80	29690				
81	29691				
82	29692				
83	29693				
84	29694				
85	29695				
86	29696				
87	29697				
88	29698				
89	29699				
90	29700				
91	29701				
92	29702				
93	29703				
94	29704				
95	29705				
96	29706				
97	29707				
98	29708				
99	29709				
100	29710				

STATEMAN SERVICE, INC. CONT.

NO.	NAME	EMP. NO.	EMPLOYMENT DATE
46.	ARMSTRONG, V. FRANK	52973	08/21/76
47.	FRANK, DAVID A.	52985	08/22/76
48.	ROSEY, WILLIAM D.	53019	10/27/76
49.	HARRMAN, EUGENE A.	52963	11/17/76 (2)
50.	HARRMAN, WILLIAM D.	52816	11/17/76 (2)
51.	BROWN, CHARLES W.	52873	12/03/76
52.	DEW, CLAUDE W.	53161	12/21/76
53.	EMERSON, DONALD B.	53167	01/03/75
54.	SANDERSON, STANLEY R.	53158	01/10/75
55.	HARRINGTON, WALTER D.	53177	01/20/75
56.	SIMPSON, LEONARD D.	53216	02/08/75
57.	WILSON, JOHN R.	53242	02/12/75
58.	MILLER, RONALD E.	53211	02/26/75 (1)
59.	SMITH, KENNETH E., JR.	53225	02/26/75 (2)
60.	FRANKS, JOHN W.	53259	06/05/75
61.	JENN, DONALD C.	52097	06/18/75
62.	KASSO, MICHAEL L.	53556	07/01/75
63.	OWENS, EUGENE	51756	07/26/75
64.	THOMPSON, DAVID A.	52897	12/11/77
65.	BYOT, JOHN C.	53224	04/20/79 (2)
66.	SCORODI, CRAIG W.	53906	04/20/79 (2)
67.	ADAMS, L. AL	53903	04/20/79 (2)
68.	STONER, DOUGLAS R.	53400	04/20/79 (4)
69.	PARSON, MERLIN E.	53300	04/20/79 (5)
70.	PARSON, MERLIN E.	54411	04/20/79 (5)
71.	PARSON, MERLIN E.	54542	04/20/79 (5)
72.	KORNER, JEFF E.	52966	03/28/80 (2)
73.	KORNER, JEFF E.	53029	03/28/80 (2)
74.	HARRING, DEBORAH D.	53216	03/28/80 (3)
75.	CARON, DERRICK E.	53216	03/28/80 (4)
76.	WILL, MICHAEL E.	53157	03/12/80
77.	FRANKLIN, JERRY W.	54394	03/12/80
78.	FORMAN, DONALD W.	54674	03/12/80 (2)
79.	STORRE, LEO W.	53777	03/12/80 (2)
80.	SMITH, THOMAS W.	52857	03/16/80
81.	STONEY, THOMAS W.	54733	03/29/80
82.	LAMBERT, WALTER W.	52100	06/16/80
83.	SMITH, ROBERT W.	54666	01/12/81 (1)
84.	SMITH, ROBERT W.	54826	01/12/81 (2)
85.	FRANK, BOB W.	54113	01/16/82 (2)
86.	FRANK, BOB W.	54777	01/16/82 (2)
87.	FRANKLIN, WALTER A.	52986	01/19/81 (2)
88.	FRANKLIN, WALTER A.	54063	01/19/81 (2)

Assigned to other duties

ended on date of termination
January 22, 1981

Anchorage Alaska
February 22, 1981

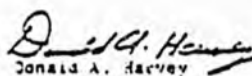
Transportation Department
Train and Engine Service

DAILY EARNING MINIMA

Effective April 1, 1981, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakeman, fireman, baggage man, Engineer, or Conductor, in all classes of service, shall be as follows:

	<u>SOUTH OF HEALY</u>	<u>RATE</u>	<u>NORTH OF HEALY</u>	<u>RATE</u>
	<u>CODE</u>		<u>CODE</u>	
Engineer	911	117.40	913	123.00
Fireman	921	105.49	923	110.37
Conductor	941	106.73	943	111.79
Brakeman	951	98.25	953	102.31
Baggage man	961	98.25	963	102.31

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.


Donald A. Harvey
Personnel Officer

Operating Employees'
Pay Rates Effective April 1, 1981

TITLE	OCCUPATION CODE	SOUTH OF ME.				HEALY AND NORTH					
		PAY RATE CODE	ENGN. OPERATING WITH FIREMAN		ENGN. OPERATING WITHOUT FIREMAN		PAY RATE CODE	ENGN. OPERATING WITH FIREMAN		ENGN. OPERATING WITHOUT FIREMAN	
			BASIC	DAY'S RELEASE	BASIC	DAY'S RELEASE		BASIC	DAY'S RELEASE	BASIC	DAY'S RELEASE
MINING SERVICE											
...	MO-8004-00	111	106.91			113	111.94				
...	MO-8004-00	112		94.60		114		100.98			
...	MO-8005-00	121	98.51			123	103.01				
...	MO-8005-00	122		89.75		124		91.72			
...	MO-8001-00	141	104.05			143	109.00				
...	MO-8001-00	142		94.10		144		98.45			
...	MO-8002-00	151	96.11			153	100.77				
...	MO-8002-00	152		87.74		154		91.70			
...	MO-8043-00	161	97.20			163	101.77				
...	MO-8043-00	162		88.67		164		92.60			
COAL SERVICE											
...	MO-8004-00	211	116.78			213	121.82				
...	MO-8004-00	212		105.18		214		110.01			
...	MO-8004-00	201			122.01	203			128.00		
...	MO-8004-00	202				204				116.20	
...	MO-8005-00	221	104.45			223	109.24				
...	MO-8005-00	222		95.11		224		99.31			
...	MO-8001-00	241	105.42			243	110.37				
...	MO-8001-00	242		95.47		244		99.82			
...	MO-8002-00	251	97.15			253	101.81				
...	MO-8002-00	252		88.60		254		92.54			
...	MO-8043-00	261	97.19			263	102.03				
...	MO-8043-00	262		88.78		264		92.79			
COAL BREKERY SERVICE											
...	MO-8004-00	311	125.04			313	130.96				
...	MO-8004-00	312		111.07		314		118.24			
...	MO-8004-00	301			131.14	303			137.40		
...	MO-8004-00	302				304				126.91	
...	MO-8005-00	321	112.78			323	117.43				
...	MO-8005-00	322		102.34		324		106.70			
...	MO-8001-00	341	113.13			343	118.65				
...	MO-8001-00	342		102.41		344		102.10			
...	MO-8002-00	351	104.44			353	109.23				
...	MO-8002-00	352		95.25		354		99.49			
...	MO-8043-00	361	104.69			363	109.60				
...	MO-8043-00	362		95.44		364		92.75			

STATE AND COUNTY

SOUTH OF ME

EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE
 EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE
 PAY RATE CODE
 EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE
 EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE
 PAY RATE CODE

BOOK OR ROTARY SERVICE

TITLE	OCCUPATION CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE	PAY RATE CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE
Engineer	00-6004-00	411	127.94	413	134.00	
Engineer	00-6004-00	412	115.70	414	121.01	
Engineer	00-6004-00	401	134.21	403	140.80	127.87
Engineer	00-6005-00	421	115.90	423	120.17	
Engineer	00-6005-00	422	104.62	424	109.26	
Engineer	00-6003-00	441	108.10	443	113	
Engineer	00-6003-00	442	97.93	444	102.43	
Engineer	00-6002-00	451	99.62	453	104.5	
Engineer	00-6002-00	452	90.90	454	95.97	
Engineer	00-6003-00	471	100.88	473	113.99	
Engineer	00-6003-00	472	91.72	474	103.06	

BOOK SERVICE

TITLE	OCCUPATION CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE	PAY RATE CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE
Engineer	00-6004-00	511	116.32	513	121.82	
Engineer	00-6004-00	512	105.18	514	110.01	128.00
Engineer	00-6004-00	501	122.01	503		116.20
Engineer	00-6004-00	502	110.88	504	109.24	
Engineer	00-6005-00	521	104.43	523	110.80	
Engineer	00-6005-00	522	95.11	524	99.33	
Engineer	00-6003-00	541	105.82	543	110.80	
Engineer	00-6003-00	542	98.30	544	100.22	
Engineer	00-6002-00	551	89.70	553	93.20	
Engineer	00-6002-00	552		554		

BOOK SERVICE

TITLE	OCCUPATION CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE	PAY RATE CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE
Engineer	00-6004-00	611	126.35	613	132.56	
Engineer	00-6004-00	601	112.05	603	118.75	
Engineer	00-6005-00	621	111.52	623	118.87	
Engineer	00-6003-00	641	120.76	643	126.67	
Engineer	00-6002-00	651	114.81	653	120.32	

BOOK SERVICE

TITLE	OCCUPATION CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE	PAY RATE CODE	EMER. OPERATING WITH FIREMAN BASIC DAY* HIREAGE	EMER. OPERATING WITHOUT FIREMAN BASIC DAY* HIREAGE
Engineer	00-6005-00	721	126.35	723	132.56	
Engineer	00-6005-00	731	126.35	733	132.56	

CREW EMPLOY AGREEMENT
 between
 THE ALASKA RAILROAD
 and the
 UNITED TRANSPORTATION UNION

4-01-01

Attachment #1 - Rates of Pay

Title	Occupation Code	Pay Rate Code	SOUTH OF HEALEY		HEALEY AND NORTH	
			Basic Day ^a Mileage	Basic Day ^a Mileage	Basic Day ^a Mileage	Basic Day ^a Mileage
Conductor	000-6001-00	041	122.92		041	120.75
Conductor	000-6001-00	042		118.09	042	116.13
Brakeman	000-6002-00	051	112.28		051	110.54
Brakeman	000-6002-00	052		101.43	052	100.03
Freight Handler	000-6041-00	061	112.28		061	110.54
Freight Handler	000-6041-00	062		101.43	062	100.03

Special Medical Allowance: 5.20

Donald A. Harvey
 Donald A. Harvey
 Personnel Officer

Anchorage Alaska
February 22, 1983

Transportation Department
Train and Engine Service

DAILY EARNING MINIMA

Effective July 1, 1981, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakeman, fireman, baggage man, Engineer, or Conductor, in all classes of service, shall be as follows:

	<u>SOUTH OF HEALY</u>		<u>NORTH OF HEALY</u>	
	<u>CODE</u>	<u>RATE</u>	<u>CODE</u>	<u>RATE</u>
Engineer	911	119.96	913	125.36
Fireman	921	108.05	923	112.93
Conductor	941	109.29	943	114.35
Brakeman	951	100.32	953	105.37
Baggage man	961	100.32	963	105.37

ENTRY RATES: For the first twelve months of employment, new employees will be paid 70% of the applicable rates of pay (including COLA) for the class and craft in which service is rendered.

Donald A. Harvey
Donald A. Harvey
Personnel Officer

Operating Employees'
Pay Rates Effective July 1, 1981

SOUTH OF IS

HEAVY AND MEDIUM

NO.	OCCUPATION CODE	PAY RATE CODE	EMER. OPERATIONS WITH FIREMAN		EMER. OPERATIONS WITHOUT FIREMAN		PAY RATE CODE	EMER. OPERATIONS WITH FIREMAN		EMER. OPERATIONS WITHOUT FIREMAN	
			BASIC	DAY'S HIKEAGE	BASIC	DAY'S HIKEAGE		BASIC	DAY'S HIKEAGE	BASIC	DAY'S HIKEAGE
CLASSIFICATION SERVICE											
111	4004-00	111	109.69				111	114.50			
112	4004-00	112		99.16			112		101.56		
121	4005-00	121	101.07				121	105.57			
122	4005-00	122		92.34			122		96.31		
141	4003-00	141	104.61				141	111.56			
142	4003-00	142		96.66			142		101.07		
151	4002-00	151	98.87				151	101.31			
152	4002-00	152		90.33			152		94.26		
161	4002-00	161	99.77				161	104.31			
162	4002-00	162		91.21			162		95.16		
CLASSIFICATION SERVICE											
211	4004-00	211	108.87				211	126.30			
212	4004-00	212		107.74			212		112.57		
201	4004-00	201			126.57		201			110.56	
202	4004-00	202				113.44	202			118.76	
221	4005-00	221	107.01				221	111.80			
222	4005-00	222		97.67			222		107.89		
241	4003-00	241	107.98				241	112.91			
242	4003-00	242		98.01			242		107.18		
251	4002-00	251	99.71				251	104.17			
252	4002-00	252		91.16			252		95.10		
261	4002-00	261	99.95				261	104.59			
262	4002-00	262		91.34			262		95.15		
CLASSIFICATION SERVICE											
311	4004-00	311	127.79				311	133.71			
312	4004-00	312		115.82			312		121.01		
301	4004-00	301			132.98		301			140.35	
302	4004-00	302				121.93	302			127.67	
321	4005-00	321	115.06				321	120.19			
322	4005-00	322		105.00			322		109.53		
341	4003-00	341	116.08				341	121.40			
342	4003-00	342		105.38			342		110.06		
351	4002-00	351	107.19				351	111.94			
352	4002-00	352		98.00			352		102.33		
361	4002-00	361	107.45				361	112.41			
362	4002-00	362		98.19			362		102.50		

TITLE	OCCUPATION CODE	MONTH OF YEAR				HEAVY AND LIGHT					
		PAY RATE CODE	ENGR. OPERATING WITH FIREMAN		ENGR. OPERATING WITHOUT FIREMAN		PAY RATE CODE	ENGR. OPERATING WITH FIREMAN		ENGR. OPERATING WITHOUT FIREMAN	
			BASIC	DAY'S MILEAGE	BASIC	DAY'S MILEAGE		BASIC	DAY'S MILEAGE	BASIC	DAY'S MILEAGE
WORK ON ROTARY SERVICE											
Engineer	WO-6004-00	411	101.76			411	116.82				
Engineer	WO-6004-00	412		118.51		414		121.82			
Engineer	WO-6004-00	401			137.03	403			141.62		
Engineer	WO-6004-00	402			124.78	404				130.61	
Fireman	WO-6005-00	421	117.71			423	122.98				
Fireman	WO-6005-00	422		107.44		424		112.08			
Conductor	WO-6003-00	441	110.66			443	115.78				
Conductor	WO-6003-00	442		100.49		444		104.99			
Blackman	WO-6002-00	451	102.18			453	106.78				
Blackman	WO-6002-00	452		93.46		454		97.53			
Conductor											
Patrol	WO-6001-00	471	111.44			473	116.55				
Conductor											
Patrol	WO-6001-00	472		101.28		474		105.62			
WORK SERVICE											
Engineer	WO-6004-00	511	118.87			513	124.38				
Engineer	WO-6004-00	512		107.74		514		112.57			
Engineer	WO-6004-00	501			124.57	503			130.56		
Engineer	WO-6004-00	502			113.44	504				118.76	
Fireman	WO-6005-00	521	107.01			523	111.80				
Fireman	WO-6005-00	522		97.47		524		101.89			
Conductor	WO-6003-00	541	108.38			543	113.16				
Conductor	WO-6003-00	542		98.41		544		102.78			
Blackman	WO-6002-00	551	100.86			553	105.38				
Blackman	WO-6002-00	552		92.26		554		96.26			
ROAD SERVICE											
Engineer	WO-6004-00	611	128.91			613	135.12				
Engineer	WO-6004-00	601			134.61	603			141.31		
Fireman	WO-6005-00	621	116.08			623	121.43				
Conductor	WO-6003-00	641	123.35			643	129.23				
Blackman	WO-6002-00	651	117.57			653	122.88				
HEAVY AND LIGHT											
Patrol	WO-6005-00	721	128.91			723	135.12				
Patrol	WO-6005-00	711	128.91			713	135.12				

CREW CONSENT AGREEMENT
 Between
 THE ALASKA RAILROAD
 and the
 UNITED TRANSPORTATION UNION

7-01-01

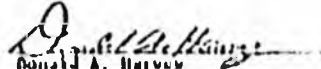
Attachment #1 - Rates of Pay

SMITH OR HEALY

HEALY AND WIRTH

Title	Occupation Code	Pay Rate Code	Smith or Healy		Pay Rate Code	Healy and Wirth	
			Eng. Operating with Fisherman Basic Day* Mileage	Eng. Operating without Fisherman Basic Day* Mileage		Eng. Operating with Fisherman Basic Day* Mileage	Eng. Operating without Fisherman Basic Day* Mileage
Conductor	00-0001-00	040	125.91		043	131.60	
Conductor	00-0001-00	042		114.03	044		119.07
Healerman	00-0002-00	051	114.97		051	120.21	
Healerman	00-0002-00	052		104.12	054		108.72
Healerman	00-0002-00	061	114.97		061	120.21	
Healerman	00-0002-00	062		104.12	064		108.72

Special Mileage Allowance: 5.50


 Donald A. Harvey
 Personnel Officer

Anchorage Alaska
February 22, 1983

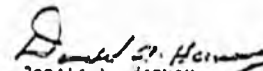
Transportation Department
Train and Engine Service

DAILY EARNING MINIMA

Effective October 1, 1981, the minimum daily earnings from all sources for each calendar day, to which service payments are credited to employees serving as brakeman, fireman, baggage man, Engineer, or Conductor, in all classes of service, shall be as follows:

	<u>SOUTH OF HEALY</u>		<u>NORTH OF HEALY</u>	
	<u>CODE</u>	<u>RATE</u>	<u>CODE</u>	<u>RATE</u>
Engineer	911	122.48	913	128.08
Fireman	921	110.30	923	115.18
Conductor	941	111.48	943	116.34
Brakeman	951	102.34	953	107.39
Baggage man	961	102.34	963	107.39

ENTRY RATES: For the first twelve months of employment, new employees will be paid 90% of the applicable rates of pay (including COLA) for the class and grade in which service is rendered.


Donald A. Harvey
Personnel Officer

Operating Employees'
Pay Rates Effective October 1, 1981.