



COLLECTIVE BARGAINING AGREEMENT

Between

THE ALASKA RAILROAD CORPORATION

And

**UNITED TRANSPORTATION UNION
LOCAL 1626**

Effective February 26, 2012 until February 26, 2021

ARRC and UTU
Collective Bargaining Agreement

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ARTICLE 1 PREAMBLE

- A. The purpose of this Agreement is to define the terms and conditions of employment for employees of the Alaska Railroad Corporation (ARRC) who are represented by the United Transportation Union (Union).
- B. The ARRC and the Union agree to cooperate in order to provide for the continued operation and services of the ARRC under conditions which will further the safety of rail transportation and promote the efficiency of the operation of the ARRC.
- C. The ARRC and the Union agree that there shall be no discrimination against any individual in compliance with applicable laws, nor will the ARRC interfere with, restrain, discriminate, or coerce any employee who, because of their membership in the Union, engages in any lawful activities.

ARTICLE 2 RECOGNITION

The Alaska Railroad Corporation, its successors and assigns, all hereinafter referred to as the ARRC, recognizes the United Transportation Union, Local 1626, hereinafter called the Union, signatory to this Agreement, as the exclusive representative for all regular and probationary employees with respect to the Terms and Conditions of Employment as defined in A.S. 42.40.980 (10).

Excluded from recognition are:

- 1. supervisors and professional employees not traditionally represented by a bargaining unit: and
- 2. management officials and executives: and
- 3. employees engaged in personnel work other than in a clerical capacity; and
- 4. confidential employees defined as Administrative Assistants(s) to the Chief Executive Officer, Administrative Assistants(s) to the Executive Vice President, Administrative Assistant(s) to the Human Resources Department, Administrative Assistant(s) to the Labor Relations Department, Administrative Assistants(s) to the Chief Financial Officer, and Administrative Assistant(s) to the Legal Department: and
- 5. Computer Programmers/specialists engaged in such activities at least 80 percent of the time in their assignments; and outside sales representatives who call on customers.

It is recognized that new positions and classifications created by the ARRC shall be placed in the appropriate bargaining unit provided the position is subject to union representation.

ARTICLE 3 SCOPE

- A. This Agreement applies to ARRC employees represented by the Union in the following Seniority Classifications:

1. Conductor
2. Engineer
3. Brakeman (including Utility Brakeman)

ARTICLE 4 JURISDICTION

- A. The Union has jurisdiction over employees who use equipment on track owned or leased by the ARRC to move passengers, freight, Rolling Equipment, operate trains, and perform company work service or any work required by the Code of Federal Regulations (CFR) to use a certified Conductor or Locomotive Engineer.
- B. The following activities and/or equipment are excluded from Section A above, provided the CFR does not require the use of a certified Conductor or Locomotive Engineer for the activity or equipment operation:
 1. Specialized Roadway Maintenance Equipment.
 2. "Tundra" revenue freight delivery service by hy-rail between Talkeetna and MP 279.6.
 3. Dual Purpose Vehicles may handle only non-revenue railcars used to perform repair, inspection, construction or removal of: track, roadbed, signal and communication systems, right-of-way, bridges, and buildings. Movements made under this provision are limited to no more than six (6) cars at a time.
 4. Dual Purpose Vehicles may handle railcars in bad order status (including handling equipment after repair to provide space for additional bad order railcars) within ARRC designated Car Shop Repair Track Area.
 5. Movements of Locomotives for repair and inspection in the same single track (including movement after repair to provide space for additional locomotive repair and inspection) within ARRC designated Locomotive Servicing Track Area. The assembly, disassembly, and air/power testing of locomotive consists will continue to be performed by Union represented employees.
 6. Repositioning of freight cars spotted by Union represented employees to facilitate loading and/or unloading, provided the work is de minimis in nature, a Locomotive is not used, a track switch is not operated for switching purposes and the movement does not exceed a distance of two-hundred fifty (250) feet.
 7. Notwithstanding B6 of this Section, railcars spotted by Union represented employees to Freight Dock 1 and 2 at Seward may be moved during loading and/or unloading provided a Locomotive is not used, a track switch is not operated for switching purposes and railcars are not shoved beyond that needed for loading and/or offloading and in no case further than that needed to clear Port Avenue road crossing. Any changes to the physical plant that expands the Freight Dock 1 or 2 loading/unloading area will nullify this provision.
- C. Union jurisdiction extends to non-ARRC owned track if the Locomotive(s) used is owned or leased by ARRC.
- D. No Carrier supervisor, official or other employee not represented by the Union shall be used to supplant or substitute for any Union represented employee's work,

except in case of emergency, experimental development, or as allowed by Article 19.

- E. Union jurisdiction does not extend outside of the State of Alaska unless the ARRC purchases or leases track outside Alaska after ratification of this Agreement and conducts operations covered by this Article.

Addendum to Article 4 (Jurisdiction)

- A. Definitions for the terms listed below are from Title 49, Code of Federal Regulations (CFR), in effect as of ratification of this Agreement and will remain in effect for the life of this agreement regardless of changes in subsequent editions:

1. Rolling Equipment includes locomotives, railroad cars, and one or more locomotives coupled to one or more cars.
2. Specialized Roadway Maintenance Equipment is roadway maintenance equipment that does not have the capability to move railroad rolling stock. Any alteration of such equipment that enables it to move railroad rolling stock will require that the equipment be treated as a dual purpose vehicle.
3. Dual Purpose Vehicle means a piece of on-track equipment that is capable of moving railroad rolling stock and may also function as roadway maintenance equipment.
4. Car Shop Repair Track Area means one or more tracks within an area in which the testing, servicing, repair, inspection, or rebuilding of railroad rolling equipment is under the exclusive control of mechanical department personnel.
5. Locomotive Servicing Track Area means one or more tracks, within an area in which the testing, servicing, repair, inspection, or rebuilding of locomotives is under the exclusive control of mechanical department personnel.
6. Locomotive means a piece of on-track equipment (other than specialized roadway maintenance equipment or a dual purpose vehicle operating in accordance with §240.104(a)(2)):
 - (1) With one or more propelling motors designed for moving other equipment;
 - (2) With one or more propelling motors designed to carry freight or passenger traffic or both; or
 - (3) Without propelling motors but with one or more control stands.

ARTICLE 5 SAVINGS CLAUSE

In the event that any provision in this Agreement violates any law, ruling or regulation of any government authority or agency having jurisdiction of the subject matter of that provision, the provision shall no longer be binding on the parties, but the remaining portion of the Agreement shall continue in full force and effect. The ARRC or the Union may, at the option of either party, upon 30 days' notice, require renegotiation of such an individual provision.

ARTICLE 6 MANAGEMENT RIGHTS

- A. The management of the ARRC has the authority and discretion to determine, execute and direct the duties, functions, planning, financial decisions, and means of operation and responsibilities incumbent to management. The rights and functions of management reserved herein are not deemed to exclude other rights and functions of management that are not so enumerated herein.
- B. The contract provisions set forth herein shall be the sole source of any rights the Union may assert in arbitration.
- C. Notwithstanding this Agreement, the ARRC shall have the right to make reasonable rules and regulations affecting the terms and conditions of employment and to change such rules and regulations and require compliance therewith. If the rule is not a reasonable rule or affects the employee's ability to earn a living, the Union may grieve the rule under the Grievance Procedure as provided in this Agreement.
- D. The exercise of management rights cannot abridge or conflict with this Agreement.

ARTICLE 7 RIGHTS OF THE UNION

- A. The ARRC will provide Dues Check-Off.
- B. Upon completion of the probationary period, employees shall join the Union, and as a condition of employment, remain a member of the Union or pay the Union an agency fee. The ARRC will provide a dues withholding packet, supplied by the Union, to all new employees. Employees will provide the ARRC with the applicable written instructions for payment of dues, initiation, or other fees, to be effective on the day following completion of the probationary period. The ARRC will forward a copy of the completed dues withholding, initiation, or other fee agreements to the Union.
- C. The ARRC will issue dues withholding check to the Union on a bi-weekly basis.
- D. The Union shall notify the ARRC of any changes to the Union dues or fees.
- E. If the Union alleges in writing that an employee should be terminated for failure to pay union dues, or an agency fee, through check-off the ARRC will conduct an Administrative Hearing within thirty (30) days of written notice to determine if the employee has violated the Union security agreement. If after the presentation of evidence the ARRC Hearing Officer concludes an employee has refused to come into compliance with this Article, the ARRC will terminate the employee.
- F. If notified in writing by the Union General Chairman, the ARRC will remove an employee working in a non-represented position at the ARRC from the Union Seniority Roster for failure to pay required dues and/or fees.
- G. The Union will hold the ARRC harmless and indemnify the ARRC for any action that results from the termination of an employee or the removal of an employee from the Union Seniority Roster under the terms of this Article.

ARTICLE 8 SAFETY

- A. The ARRC is committed to reducing employee injuries and occupational illness by carrying out all areas of its operation in the safest possible manner. The ARRC will provide and maintain safe working conditions and industrial health protection for all employees in compliance with applicable laws. The Union will meet and confer with

the ARRC to improve safety and industrial health condition of ARRC workplaces and will encourage all employees to work toward that end.

- B. It is recognized that the ARRC management and its employees have a joint responsibility for the safety of ARRC employees and the public and shall observe all safety rules and practices to protect ARRC employees and the public. The ARRC will not encourage or expect employees to violate any operating or safety rule to perform their respective jobs. The ARRC will welcome in a positive manner, and be responsive to, suggestions from any individual or Union, which offers ways to improve safety conditions.
- C. The Union and the ARRC will meet and confer at mutually acceptable times to prevent accidents. Should accidents occur, the prime consideration will be the welfare and comfort of injured personnel. The names and locations of employees qualified to administer first aid shall be posted on all bulletin boards. The ARRC will provide required first aid equipment and training.
- D. An employee is required to report any injury or accident to the immediate supervisor as soon as the employee becomes aware of it so that the circumstances of the accident or injury may be properly investigated to prevent reoccurrence.

Employees injured at work are not required to make accident reports before they are given medical attention, but will make them as soon as practicable thereafter. Proper medical attention will be given at the earliest possible moment to any injured employee.

- E. Specialized protective equipment and training required by the ARRC will be provided, without cost, to the employee.
- F. In the event an employee is required to work in areas where safety conditions are in dispute, or a concern, the employee shall explain to the supervisor these safety concerns, and if the safety concerns of the employee are not satisfied, they will be referred immediately to the department manager or designee who will make the determination. An ARRC supervisor or manager shall not place any employee in imminent risk of illness or injury. The Union shall have the right to challenge the decision through the grievance procedure.
- G. The ARRC and Union will meet and confer at mutually acceptable times to identify areas of joint concern.

ARTICLE 9 SENIORITY

A. SENIORITY ACQUISITION & LISTS

1. Current seniority lists for train service and engine service on the effective date of this agreement shall be the basis for establishing seniority lists thereafter.
2. Separate seniority lists may be established within train or engine service in addition to the seniority classifications in Article 3 of this Agreement. Such lists must be agreed upon between the ARRC and the Union General Chairman.
3. New employees are added to the Train Service Seniority List as Brakeman the date they write the closed book Operating Rules test, subject to the following:

- a. Seniority order is based on a combination of closed book test score and performance evaluations received during initial training.
 - b. When one or more trainee completes their training prior to other trainees in the same training program, temporary seniority dates are assigned and final seniority will be established when all trainees have completed the training program.
4. Conductor trainees establish conductor seniority in the same order as their brakeman seniority upon completion of the Conductor Training Program.
 5. Engineer trainees establish engineer seniority in the same order as their conductor seniority upon completion of the Engineer Training Program.
 6. Seniority lists will be posted electronically and will be updated as changes occur in the Bargaining Unit. Errors on seniority lists will be corrected upon notification in writing accompanied with supporting documentation to the Crew Dispatch Office.
 7. No employee will runaround any other employee with respect to seniority, except as provided in Section D6d of this Article.
 8. Single qualified enginemen will rank on the trainman seniority list as a Brakeman with a seniority date of January 1, 2002 if locomotive engineer certification is suspended. This provision shall not make the Engineer dual qualified and the employee is displaced from train service as soon as certification is reinstated. This provision shall not be applicable in the case of a single-qualified engineman whose FRA certification is permanently revoked.

B. SENIORITY MAINTENANCE AND ACCRUAL

1. An employee will maintain and accrue seniority:
 - a. While actively employed by the ARRC in a position represented by the Union.
 - b. While actively employed by the ARRC in a position represented by another bargaining unit.
 - c. During any leave or layoff period.
2. An employee will maintain, but not accrue seniority while actively employed by the ARRC in a non-represented position as set forth in Article 9, Sections D5 and D6. (MOU 2015-01 effective March 9, 2015.)

C. SENIORITY LOSS

1. An employee will lose all seniority rights upon:
 - a. Retirement.
 - b. Resignation.
 - c. Termination, unless rescinded by the ARRC or vacated by an arbitration award.

- d. Failure to respond for recall as provided for under Article 30 Layoff and Recall.
2. Employees may be considered to have voluntarily terminated employment when absent for three (3) consecutive days or more without notification or furnishing a justifiable reason for such absence. Exceptional cases will be handled on an individual basis.

D. SENIORITY CLASSIFICATIONS

1. Seniority classifications are established in this Agreement along with the method of obtaining and applying seniority in such classifications.
2. Seniority rights are applied on a system-wide basis.
3. Employees hired after December 24, 1995 are required to become dual qualified and will establish seniority in train and engine service.
4. Dual qualified employees who are unable to work in a seniority classification, and not restricted from performing service due to ARRC discipline, are required to exercise seniority in another seniority classification where they can hold a job.
5. Employees who accept a non-represented position prior to March 9, 2015, will continue to accrue seniority for one (1) year from date of reassignment. Employees who accept a non-represented position after March 9, 2015, will continue to accrue seniority for three (3) years from the date of reassignment. The ARRC and the Union will determine their numerical position on the applicable train and/or engine service seniority lists at the end of applicable time above. The numerical position on the seniority list(s) will then be frozen and the employee will maintain, but no longer accrue seniority. (MOU 2015-01 Effective March 9, 2015.)
6. The following provisions apply to employees with frozen seniority number(s):
 - a. Employees will be reinstated with their frozen seniority number(s) upon returning to train or engine service.
 - b. Employees accepting a non-represented position with the ARRC, who are not promoted, will not be ran around due to a junior employee receiving a conductor or engineer seniority date.
 - c. Employees with frozen seniority number(s) will have their number adjusted to the bottom of the applicable seniority list if their current frozen number would be lower than the total number of employees on the seniority list. Once adjusted, the number will again be frozen.
 - d. Employees with frozen seniority may be ran around only when a higher seniority employee departs the Union in a manner that does not provide a right of retreat (e.g. resignation, retirement).
 - e. Employees with frozen seniority may return to the Union when no longer employed in their non-represented position.
7. Employees accepting a position in another ARRC bargaining unit shall maintain and accrue Union seniority. The following provisions apply:

- a. Employees may return to the Union due to involuntary layoff in the other bargaining unit or if relinquishing seniority and retreat rights in the other bargaining unit, except employees who accept the position in another bargaining while on involuntary layoff are not required to relinquish seniority and retreat rights to return to the Union, provided they return to the Union on the first long term recall opportunity.
 - b. Employees who return to the Union due to layoff in another ARRC bargaining unit must return to that bargaining unit when recalled.
8. Single qualified enginemen who have their Engineer Certification suspended and are not restricted from performing service due to ARRC discipline may exercise seniority in train service per Section A8 of this Article.
 9. Single qualified train service employee's seniority will not be restricted in train service as a result of not being engine service qualified.
 10. Single qualified engine service employee's seniority will not be restricted in engine service as a result of not being train service qualified.

ARTICLE 10 STATUS OF EMPLOYMENT

A. REGULAR EMPLOYEE

An employee who has successfully completed the probationary period.

B. PROBATIONARY EMPLOYEE

1. An employee who has not accrued one thousand forty (1040) cumulative subject to retirement hours in the bargaining unit.
2. Time for a new probationary requirement will begin upon return to service after seniority was lost unless reinstated through adjudication.
3. The discipline or termination of a probationary employee is not subject to the grievance procedure.
4. For the purposes of benefit eligibility only, the probationary period is the accrual of five hundred twenty (520) subject to retirement hours.

ARTICLE 11 EXERCISING SENIORITY

A. DEFINITIONS

- Absent Life Of The Bulletin: Employee marked off from the time a bulletin is posted through the time bids have closed.
- Awarded: Assigned by force or bid at the posting of the bulletin but not yet effective.
- BAMO: The result of failing a bid-bump due to force assignment that allows a displaced employee to bump a junior employee but not bid-bump into another vacancy. (MOU 2015-02 Effective March 9, 2015)

- Bid: Submitting an application for a bulletined vacancy.
- Bid-bump: To temporarily occupy a vacancy that has been bulletined, from between the effective time of the vacancy and time until displaced, forced or awarded an assignment. . Available to displaced employees with a full bump and employees displaced from a bid-bump other than a result of a force assignment. (MOU 2015-02 Effective March 9, 2015.)
- Displaced Employee: Employee not occupying an assignment and not on layoff.
- Effective Time: The time an action takes effect, (e.g. 0000 hours the day after a bulletin closes, time of displacement, start of an assignment, time released from protecting an assignment, or the time an employee bumps onto an assignment).
- Exercising Seniority: Bidding or bumping to an assignment, requesting relief of an assignment, or placing oneself to the Anchorage Brakeman Extra Board (or Anchorage Engineer Extra Board by default).
- Failed Bid-Bump: Employees displaced from a bid-bump due to unsuccessful bid, forced to another assignment by bulletin, forced by relief of assignment or bumped. A failed bid-bump as a result of force assignment places an employee in BAMO status. (MOU 2015-02 Effective March 9, 2015.)
- Force Assignment: Being involuntarily assigned a position by bulletin or due to a senior employee's request for relief of force assignment.
- Full Bump: The ability to displace a junior employee or bid-bump a bulletined vacancy.
- Mandatory Rest: Period of uninterrupted rest immediately following the completion of a shift when required by the Hours of Service Act.
- Mandatory Time Off: Period of time off due to consecutive starts or attaining the monthly hour limit when required by the Hours of Service Act.
- Marked Up: Employee on an assignment or displaced but not in a leave status.
- Marked Off: Employee on any form of leave status and not available to work.
- Notification: Direct contact made with employee, except where specified in this Agreement, a message (or attempt if no ability to leave a message) to an employee's phone number(s) of record is also notification.
- Released: Notification that protection of an assignment is no longer required.
- Relief of Assignment: Submitting a written request to vacate an assignment pursuant to the terms of this Agreement.
- Reset: To be held off an assignment to prevent consecutive calendar day starts that would require a period of Mandatory Time Off.
- Short Term Leave: Leave of less than fourteen (14) consecutive calendar days.

- Tour of Duty: A period of time that begins when reporting to duty at an employee's assigned home terminal and continues until the next tie-up at that same terminal. A tour of duty may encompass multiple shifts.

B. BIDDING & BUMPING

1. Employees may exercise seniority to assignments their seniority allows. Unless specifically stated in this agreement, exercising seniority to an assignment will not be restricted if that assignment requires qualification in addition to seniority.
2. Employees must be marked up to place bids or to bump, except, employees not marked up:
 - a. May bid if they were marked up sometime during the life of the bulletin that posted the vacancy.
 - b. May bid if they will be marked up at the effective time of the bulletin that awards them an assignment.
3. Employees bidding from an assignment cannot bid to, or bid-bump their own bulletined vacancy, unless displaced prior to the effective time of the bulletin that awards their vacancy.
4. A senior employee may displace a junior employee from an assignment if the senior employee was marked off the life of the bulletin that awarded the assignment to the junior employee.
5. Employees that have a full bump may bid-bump a bulletined vacancy from the effective time of the bulletin that posted the vacancy up to the time the assignment is awarded, subject to the following:
 - a. A vacancy bulletined as "to be vacated" and new assignments (unless otherwise noted on the bulletin) cannot be bid-bumped.
 - b. Employees occupying a vacancy are not considered assigned for purposes of force assignment.
 - c. Employees who bid bump will have a bid submitted by Crew Dispatch.
 1. Subsequent bids on the same bulletin as the bid bumped assignment must include a bid on the bid bumped assignment (to establish order of preference).
 2. A bid submitted by Crew Dispatch under B5c above is rescinded upon successfully bidding another assignment prior to the closing of the bid bumped assignment.
 - d. If an employee bid-bumps a vacancy after bids have closed, but prior to initial awarding of the bulletin, the assignment will be awarded to them if senior to the high bidder.
 - e. Employees bid-bumping a vacancy protect that assignment through the effective time of the bulletin that awards the vacancy, unless failing the bid-bump or until the effective time of a bulletin that awards the employee a different assignment by bid.

- f. Employees will be notified if failing their bid-bump prior to the effective time of the bulletin that awards the vacancy; otherwise, employees are responsible to verify the outcome of their bid-bump and their status by contacting the Crew Dispatch Office.
 - g. Employees failing a bid-bump must exercise seniority subject to time limits specified in Section C of this Article. (MOU 2015-02 effective March 9, 2015.)
6. Employees force assigned while displaced or on a bid-bump retain bumping rights and are not required to protect the assignment forced to, if exercising seniority within the time allotted, otherwise they accept their force assignment.
 7. Employees bumping or bid bumping onto an assignment less than two hours prior to on-duty time will not work that shift.

C. DISPLACEMENT TIME LIMITS

1. Employees displaced for reasons other than a failed bid bump have twelve (12) hours to exercise seniority, subject to the following:
 - a. Time for employees notified of displacement while on duty or within a tour of duty begins at the end of: mandatory rest (not within a tour of duty), reset, or the effective time of displacement and/or release, whichever is later. If mandatory time off or leave begin upon tie-up, time ends upon completion of the mandatory time off or leave.
 - b. Time for employees notified (direct contact or message) of displacement and/or release when off duty and not within a tour of duty have time specified above or thirty (30) minutes after the next actual start time that the employee would have been expected to work on the assignment displaced from, whichever is later. For extra board employees, time begins when an employee would have been required to protect a call to work.
2. Employees who have failed a bid-bump prior to the effective time of the bulletin that awards the bid-bumped vacancy (and thus receive notification of the failure by the Crew Dispatch Office) have four (4) hours to exercise seniority (MOU 2015-02 Effective March 9, 2015) from time notified (direct contact or message), completion of mandatory rest (not within a tour of duty), completion of leave or the effective time of displacement and/or release, whichever is later.
3. Employees who have failed a bid-bump at the effective time of the bulletin that awarded the vacancy to a senior employee (and thus do not receive notification of the failure by the Crew Dispatch Office) have four (4) hours to exercise seniority (MOU 2015-02 effective March 9, 2015.) from the effective time of the bulletin that awarded the vacancy to a senior employee or after completion of mandatory rest (not within a tour of duty), completion of leave or the effective time of displacement and/or release, whichever is later.
4. Employees recalled long term or returning from leave of fourteen (14) days or more may exercise seniority upon mark-up. Employees who do not exercise seniority upon mark-up are placed to the applicable extra board as described in C5 of this Section.
5. Employees who fail to exercise seniority within the time limits specified in this Section are placed to the Anchorage Brakeman Extra Board or Anchorage Engineer Extra Board (for single qualified Engineers).

D. ASSIGNED TO ANOTHER TERMINAL

1. Employees who exercise seniority or are force assigned to another terminal are permitted twenty-four (24) hours to travel beginning at notification of release or completion of mandatory rest or reset, whichever is later, to protect the assignment, subject to the following:
 - a. Time for employees notified of release to a force assignment during a period of off days, leave, or mandatory time off begins at what would have been the next actual start time that the employee would have been expected to work on the assignment displaced from. For extra board employees, time begins when an employee would have been required to protect a call to work.
 - b. Time for employees released to travel who will begin a period of leave prior to the end of the twenty-four (24) hour period begins at the end of leave.
2. Employees recalled long term or returning from leave of fourteen (14) days or more are permitted travel time under this Section if exercising seniority or force assigned to a terminal more than sixty (60) miles from their bona fide residence, or to a Whittier home terminal assignment.

E. RELIEF OF BID OR BUMPED ASSIGNMENT

1. Employees can relinquish an assignment bid or bumped to and be placed on the Anchorage Brakeman Extra Board or Anchorage Engineer Extra Board (for single qualified Engineers) not less than thirty (30) days after the effective time of the bid or bump, subject to the following conditions:
 - a. Employees submit a written request to the Crew Dispatch Office for relief of their bid or bumped assignment.
 - b. The assignment will show as “to be vacated” on the next bulletin and the employee must protect the assignment until released.
 - c. If no bids are received and no junior employee is available to force assign, or the employee rescinds their request, the vacancy is cancelled and the requesting employee remains assigned.
 - d. If the vacancy is cancelled, the employee may not submit another request for three (3) days unless a junior employee is recalled from layoff or marks-up from extended leave.
2. Employees requesting relief of assignment are subject to force assignment on the same bulletin that awards the position they are vacating to another employee.

F. RELIEF OF FORCE ASSIGNMENT

1. An Engineer can relinquish their force assignment to a junior Engineer by written request to the Crew Dispatch Office. The least senior Engineer not assigned to an Engineer position is forced to their vacated assignment.
2. A Conductor can relinquish their force assignment to a junior Conductor by written request to the Crew Dispatch Office. The least senior Conductor not

assigned to a Conductor or Engineer position is forced to their vacated assignment.

3. A Brakeman can relinquish their force assignment to a junior Brakeman by written request to the Crew Dispatch Office. The least senior unassigned Brakeman is forced to their vacated assignment.
4. The employee relieved of force assignment is placed on the Anchorage Brakeman Extra Board or Anchorage Engineer Extra Board (for single qualified engineers).
5. Multiple requests for relief of force assignment are executed in seniority order based on seniority of the craft the requesting employee is forced in. When requests are outstanding in both train service and engine service, employees forced in engine service will have their requests executed first.

ARTICLE 12 CLASSIFICATION AND BASIS OF PAY

A. WAGE STEP SCHEDULE

1. Employees are paid a percentage of the applicable current hourly wage rates in Section B of this Article, based upon their cumulative subject to retirement hours in accordance with the following Wage Step Schedule:

Step	Subject Hours	Wage Percentage
1	Less than 1040 hours	75%
2	1040 hours, but less than 2080 hours	85%
3	2080 hours, but less than 4160 hours	90%
4	4160 hours, but less than 6240 hours	95%
5	6240 hours or more	100%

2. Employees are moved to step two (2) of the wage step schedule upon completing the Conductor training program, if not already attained through cumulative subject to retirement hours.

B. WAGE RATES

1. Upon the effective date of this agreement, the wage rates listed for each year are in effect on the effective date shown:

	Straight Time Wage Rates			
	Terminal		Road	
	non-promoted	promoted	non-promoted	promoted
Effective 2/26/2012	33.16	36.29	38.12	42.46
Effective 3/10/2013	34.48	37.74	39.65	44.16
Effective 3/9/2014	35.86	39.25	41.23	45.92
Effective 3/8/2015	37.30	40.82	42.88	47.76
Effective 3/6/2016	37.30 *FREEZE	40.82 *FREEZE	42.88 *FREEZE	47.76 *FREEZE
Effective 3/5/2017	38.60	42.25	44.38	49.43
Effective 3/4/2018	39.95	43.73	45.94	51.16

Effective 3/3/2019	40.55	44.38	46.63	51.93
Effective 3/1/2020	41.16	45.05	47.33	52.71

*FREEZE – No change from 2015 hourly wage schedule

2. Employees assigned at Healy and/or points north will be compensated at rates five (5) percent higher than the applicable rates.
3. All wage Step Schedule increases will occur on the first day of the pay period following the qualifying event.

C. PAID WORK HOURS

1. Pay begins at the time required to report for duty and continues until tied up (all duty and/or deadhead completed).
2. Ten (10) hours shall constitute a minimum basic day for pay purposes. Employees receive ten (10) hours pay when tied up prior to completion of a minimum basic day.
3. Conductors will report time for the entire crew. Employees working as Utility Brakeman will report their own time. When time is not allowed per time slip, each employee will be notified promptly the reason why, and what allowance, if any has been made.
4. A week is 0000 hours Sunday through 2359 hours Saturday. A day is 0000 hours through 2359 hours.
5. Employees performing service in more than one position in the same tour of duty are paid for the entire tour of duty at whichever wage rate is higher.

D. USE OF ANNUAL/SICK LEAVE HOURS

1. Except for employees assigned to an Extra Board, annual leave or sick leave are applied as ten (10) hours straight time per day absent, up to a maximum leave usage of forty (40) hours in a week. For employees assigned to an Extra Board, annual leave or sick leave are applied as eight (8) hours straight time per day absent, up to a maximum leave usage of forty (40) hours in a week.
2. Employees with shifts worked and annual leave and sick leave hours in the same week may choose (by notice to the Timekeeper) to not use leave hours if their straight time hours for the week will total forty (40) or more.

E. OVERTIME

1. Overtime is compensated at one and one-half (1.5) times an employee's straight time wage rate. Employees receive overtime for all time:
 - a. After ten (10) hours in a shift; and
 - b. After attaining forty (40) straight time hours in a week except, employees assigned by bulletin in road service, assigned to an extra board, or in a

student training program (of two (2) weeks or more), do not receive overtime for service at road rate until attaining fifty (50) straight time hours in a week.

2. Overtime hours attained at terminal rate under E1b of this Section, accrue as the equivalent of straight time hours for the purposes of road rate overtime calculation.
3. For purposes of overtime calculation, straight time hours in a week are cumulative regardless of the type of service (road or terminal) attained in.
4. Unless stated otherwise in this agreement, non-work allowances (e.g. interim release, basic day, holiday premium) do not apply in the computation of overtime.
5. Alternate work schedules modifying the payment of overtime may be agreed upon through a Memorandum of Understanding (MOU) between the ARRC and Union General Chairman provided the MOU includes a cancellation provision with no more than a fourteen (14) day notice.

F. INTERIM RELEASE

1. Employees may only be placed on interim release at far terminals, except extra board employees with a home terminal other than Anchorage and Fairbanks may be placed on interim release at their home terminal if the extra boards at their home terminal are exhausted.
2. Employees will be informed prior to being tied-up if they will be placed on interim release. Interim release continues until recalled for duty.
3. Time on interim release is paid at straight time and does not apply towards the computation of overtime or a minimum basic day. Payment for a single period of interim release will not exceed eight (8) hours.
4. If a period of interim release is changed to tie-up, employees will claim pay as a continuation of the shift from which interim release began. Pay ends when all employees on a crew receive instruction to tie-up.
5. Employees recalled from interim release of at least the statutory minimum duration (currently four (4) hours) calculate overtime as a continuation of the shift from which interim release began, excluding interim release period.

G. TIE-UP

1. Employees are considered tied-up at a far terminal upon arrival at lodging facilities and are not paid for off-duty time (unless informed they will be placed on interim release) except as provided in Article 20 (Away From Home Terminal), Section C.
2. Employees that accept recall prior to completion of their Mandatory Rest will receive continuous time. The tie-up is void and employees will claim pay as a continuation of the shift.

H. WEEKLY GUARANTEE

1. An employee assigned to other than an Extra Board protecting a bulletined shift that is cancelled (including not being rested from a prior shift on the same assignment) and not utilized for other service per Article 17A9, will receive ten

(10) hours straight time guarantee at the assigned wage rate for each shift missed, subject to the guarantee cap in H2 of this Section.

2. Guarantee cap is ten (10) hours for each bulletined shift an employee protected during the week (maximum of five (5) shifts for guarantee purposes). When eligible for guarantee hours at more than one wage rate, guarantee is applied at the higher wage rate before applying guarantee at a lower wage rate. Wages earned while in a pay status are deducted from guarantee cap exclusive of holiday premiums, used off assignment premiums and grievance settlements.
3. Guarantee is not reduced when bulletined shifts are not protected due to mandatory time off, unless the mandatory time off resulted from the employee initiating a seniority move.
4. Guarantee is calculated under the rules of this Section prior to extra board guarantee when employees are due guarantee under this Section and extra board guarantee in the same week.

I. HELD OUT OF SERVICE

1. Employees held out of service by the ARRC pending medical examination are on administrative leave through the date that the medical determination is made. If a medical condition is discovered that requires an employee to remain out of service, their leave status will be changed to sick leave (or other applicable leave if sick leave is exhausted) starting the day following the medical determination.
2. Employees submitting to reasonable cause drug and/or alcohol testing under ARRC authority or reasonable suspicion drug and/or alcohol testing will be held out of service on administrative leave until the results have been received by the ARRC.

J. PENSION CREDIT

1. Retirement contributions will be made in accordance with the United States Civil Service Retirement System or ARRC Corporate Pension plan provisions.
2. The ARRC will continue to convert overtime hours to straight time (regularize) to be used as subject to retirement hours and wages.
3. For purposes of retirement, the eighty (80) hours per bi-weekly pay period is credited as forty (40) hours per week. It is the intent to ensure that employees are credited with the maximum allowable retirement contributions allowable by applicable law and/or rules of the employee's respective pension plan.

K. PAYROLL

1. Employees are paid bi-weekly.
2. Employees are eligible for direct deposit.
3. If an employee has been underpaid or overpaid, the correction will take place on the payday after the mistake is brought to the attention of the ARRC, however:
 - a. Upon request to the payroll department, the ARRC will correct underpayment in one (1) working day, but in no case longer than three (3) working days.

- b. Should an overpayment be substantial and the employee cannot reimburse the ARRC on the next payday, a repayment plan will be devised.

ARTICLE 13 CREW CONSIST

A. CREW CONSIST

1. Crews assigned or called to operate conventional (non self-propelled) passenger trains will consist of one (1) Conductor and two (2) Engineers.
2. Crews assigned or called to operate self-propelled passenger equipment trains will consist of one (1) Conductor and one (1) Engineer. An additional Engineer will be added if a locomotive and/or cab car is added to self-propelled passenger equipment trains.
3. Crews assigned or called to perform terminal service will consist of one (1) Conductor, one (1) Engineer and one (1) Brakeman, except:
 - a. Crews assigned or called to perform terminal mechanical service will consist of one (1) Conductor and one (1) Engineer.
 - b. Employees assigned or called to perform utility service will consist of one (1) Brakeman.
4. Crews assigned or called to perform road service will consist of one (1) Conductor and one (1) Engineer, except:
 - a. Crews assigned or called to perform commercial work service (transport, loading and/or unloading of revenue aggregate materials) will consist of one (1) Conductor, one (1) Engineer and one (1) Brakeman.
 - b. Crews assigned or called to perform company work service that includes the transport, loading and/or unloading of aggregate materials, continuous welded rail, or snow fleet duties will consist of one (1) Conductor, one (1) Engineer, and one (1) Brakeman. Other company work service may be performed by one (1) Conductor and one (1) Engineer.
5. Notwithstanding A3 and A4 of this Section, the following activities require a crew of one (1) Conductor, one (1) Engineer and one (1) Brakeman:
 - a. Crews loading and/or unloading rail barges.
 - b. Crews unloading bulk commodities (e.g. coal, gravel).
 - c. Crews loading bulk commodities other than coal.
6. Trains operated with occupied passenger equipment and freight equipment are considered a conventional passenger train for crew consist purposes.
7. Crews relieved due to hours of service expiration will consist of one (1) Conductor and one (1) Engineer and any additional crew members required by this Section. Crews relieving a conventional passenger train may substitute a Brakeman for a second Engineer.
8. Additional positions may be added (by bulletin or called from an extra board) in

excess of those required by this Section. These positions will be distinguished from those required if assigned by bulletin.

9. Effective September 15, 2015, the ARRC may relieve (due to HOS requirements) occupied passenger trains within the "Terminal Limits" as defined in Article 17 C 10 with two (2) Union crewmembers consisting of one (1) Engineer and one (1) Conductor. (MOU 2015-09)
10. Other than #9 above, movement of occupied passenger equipment within or outside the "Terminal Limits" will be staffed as prescribed in Article 13, except movements between designated arrival and departure locations (i.e., Depot) and the location where train is made up (i.e., Coach track / Car shop) within "Terminal Limits" may be made with two (2) Union crewmembers. (MOU 2015-09)

B. BRAKEMAN REDUCTION IMPLEMENTATION

1. During the period of May 1st, 2015 through September 30th, 2015, the provisions of Section A of this Article that require Brakeman positions are suspended. As of October 1st, 2015, this period of suspension ends, and Section A of this Article shall be applied as written until B2 of this Section is in effect.
2. During the period of May 1st, 2016 through September 30th, 2016, the provisions of Section A of this Article that require Brakeman positions are suspended. As of October 1st, 2016, this period of suspension ends, and Section A of this Article shall be applied as written until B3 of this Section is in effect.
3. Effective May 1st, 2017, the provisions of Section A of this Article that require Brakeman positions are considered to have no further force or effect.
4. This Section may not be construed as to reduce the jurisdiction of the Union or to diminish the provisions of Section E of this Article. The ARRC will not assign the duties of Brakeman removed by this Section outside of the Bargaining Unit.

C. DIVIDING CREWS

1. Crews beginning a tour of duty together will complete their tour of duty together; however, crews may be divided and tie-up separately in cases of emergency and under the following conditions:
 - a. An employee may be held on duty after the crew they began their tour of duty with has tied-up if needed to temporarily fill another vacancy and no other qualified employee is available on an extra board at that terminal.
 - b. Upon completing covered service activities for a shift, a crew may be divided to allow for final tie-up at different assigned home terminals, to begin pre-arranged leave, or because statutory requirements will not permit the employee to complete the tour of duty. The employee will be deadheaded with pay to the terminal where they began their tour of duty.
 - c. An employee filling a vacancy on a company work assignment or an employee displaced by a senior employee from a company work assignment may be released at the end of a workday within a tour of duty at any location. The employee will be deadheaded with pay to the terminal where they began their tour of duty.

2. The terms of this Section may not be used to abridge staffing requirements contained in this Article.

D. NEW OPERATIONS AND OTHER CREW CONSISTS

New operations and other crew consists not otherwise delineated in this Article may be agreed upon by the ARRC and Union General Chairman. Such agreements must be through written memorandum and include a fourteen (14) day cancellation clause.

E. PROTECTION

1. Trainmen with a seniority date prior to January 1st, 2000 are protected employees for purposes of this provision. Prior to an employee from this group being involuntarily laid off from October 1st through April 30th each year, the ARRC will determine which assignments without Brakeman (not including single position assignments) will have a Brakeman position added. It is the intent of this provision that no employee in this group is involuntarily laid off prior to a Brakeman position being added to all non-single position assignments.
2. Trainmen with a seniority date prior to the effective date of this Collective Bargaining Agreement (CBA) are protected employees for purposes of this provision. Prior to an employee from this group being involuntarily laid off from May 1st through September 30th each year, the ARRC will determine which assignments without Brakeman (not including single position assignments) will have a Brakeman added. It is the intent of this provision that no employee in this group is involuntarily laid off prior to a Brakeman position being added to all non-single position assignments.
3. Effective May 1st, 2017, the provisions of E1 and E2 of this Section are void and the following provision applies: Trainmen with a seniority date prior to the effective date of this CBA are protected employees. Prior to an employee from this group being involuntarily laid off, the ARRC will determine which assignments without Brakeman (not including single position assignments) will have a Brakeman added. It is the intent of this provision that no employee in this group is involuntarily laid off prior to a Brakeman position being added to all non-single position assignments.

ARTICLE 14 BULLETINS AND ASSIGNMENTS

A. BULLETINS & BIDDING CHANGES

1. New assignments, changes in assignments and vacancies on existing assignments will be posted daily in consecutively numbered bulletins.
2. Except for extra board positions, the bulletin will include the following information for each assignment or position posted:
 - a. Home terminal - reporting and tie-up terminal
 - b. Far terminal - turnaround or layover terminal
 - c. Scheduled work and off days
 - d. Assigned or approximate report for duty time

- e. Terminal or Road service (including description of road service)
 - f. Crew consist
3. For assigned extra board positions the posting will include the home terminal.
 4. Employees who bid for an assignment must do so in writing, facsimile, or email. The ARRC can substitute internet based bidding as an exclusive method provided:
 - a. A thirty (30) day advance notice is posted on the bulletin each day prior to the change.
 - b. Bidding does not require software in addition to the operating system except what is commonly available at no cost to the employee.
 - c. It provides real-time confirmation of an employee's bid through a printable confirmation or email.
 - d. Internet access is available at all terminals (inclusive of ARRC provided lodging facilities).
 - e. If the ARRC cannot meet these requirements bidding will remain or revert to the previous methods.
 5. Employees can cancel bids electronically, in writing, or by phone.
 6. Employees working at locations where electronic bidding is not available will have bid and bulletin information conveyed over the phone through the Crew Dispatch Office when requested.
 7. Employees awarded a bid during scheduled off days are responsible to protect the schedule of the assignment bid to, if released.
 8. Employees are responsible to ascertain the outcome of a submitted bid.

B. BULLETIN SCHEDULE

1. The schedule for bulletining new assignments, changes in assignments and vacancies on existing assignments is as described below:
 - a. Bulletin is posted no later than 1800 hours on the first day. Corrections may be made through 2200 hours.
 - b. Bids are accepted through 1200 hours on the fourth day.
 - c. Assignment is awarded to the senior bidder (or force assigned if no bids) and posted no later than 1800 hours on the fourth day.
 - d. Assignment is effective at 0000 hours on the fifth day.

Example:

Monday (1 st day)	Thursday (4 th day)	Thursday (4 th day)	Friday (5 th day)
1800 hours	1200 hours	1800 hours	0000 hours
Bulletin posted	Bids closed	Awarded & Posted	Effective

C. TOTAL ASSIGNMENT BULLETIN

1. The ARRC may bulletin all assignments in a Total Assignment Bulletin annually to coincide with the start of the passenger season. (MOU 2015-03)
2. The ARRC and Union General Chairman will agree to the dates and duration of this bulletin.
3. This bulletin will not cause a loss of prior guarantee payments.

D. ASSIGNMENTS

1. Assignments in terminal and road service will be created provided the work is predictable, frequent, of sufficient duration and is compatible with crew consist. Sufficient duration for creation of an assignment is work that is estimated to last two (2) weeks or more, however, work estimated to last less than two (2) weeks but at least one (1) week may be bulletined.
2. Upon mutual agreement, the ARRC and the Union General Chairman can leave work unassigned that would otherwise be a regular assignment.
3. Terminal service may be combined with Road service upon agreement with the ARRC and Union General Chairman.
4. At terminals where only one position is assigned to each Extra Board (e.g. one Conductor, one Engineer) those Extra Boards may perform work that should otherwise be a regular assignment (per D1 of this Section).
5. Assignments will have a single home terminal.
6. Dual qualified employees may agree to work another position on their regular assignment in other than their currently assigned craft, subject to the terms of Article 19.

E. ASSIGNMENT SCHEDULES

1. All assignments shall be scheduled with four (4) workdays and three (3) off days per week except:
 - a. Road service assignments bulletined exclusively in Commercial Work service or Company Work service may be scheduled with five (5) workdays and two (2) off days per week.
 - b. Road service assignment bulletined exclusively in passenger service may be scheduled with five (5) workdays and two (2) off days per week except the ARRC will continue to assign jobs 231, 232, and 233 (Anch-Fbks Denali Star) with four (4) workdays and three (3) off days each week.
 - c. Extra Boards are seven (7) day assignments with no scheduled off days.
2. Off days in terminal service shall be consecutive. Off days in road service will be consecutive whenever operationally possible but will have no less than two (2) consecutive off days.

3. Off day(s) on all assignments must be at the bulletined home terminal.
4. Approximate start times vary subject to operational requirements, however, for the first shift following bulletined off day(s), employees are not required to protect calls with a report for duty time more than four (4) hours prior to their bulletined approximate start time.
5. Upon agreement between the ARRC and Union General Chairman, work schedules other than those listed in this Section may be bulletined.

F. ASSIGNMENT CHANGES

1. Assignments must be re-bulletined if any of the following attributes are to be changed:
 - a. Home or far terminal.
 - b. Scheduled work or off days.
 - c. Type of service.
 - d. Start time (only when the change is more than two (2) hours from when the assignment was last bulletined as a new or change in assignment and the change will remain in effect).
2. Employees will be notified (direct contact or message) when their assignment is re-bulletined as a change in assignment. Employees who wish to remain on the assignment must bid for the changed assignment. If the employee is not awarded a position on the changed assignment, F3 of this Section applies.
3. Employees on an assignment re-bulletined in accordance with F1 of this Section, are displaced at the effective time of the bulletin that awarded the changed assignment to another employee and must exercise seniority in accordance with Article 11. Employees may not use their bump to displace a junior employee awarded a position on the changed assignment or on any other assignment that was awarded on the same bulletin, unless subsequently displaced.
4. The bulletined fixed start time of an assignment may be altered two (2) hours or less from when the job was last bulletined as a new or change in assignment provided employees receive forty-eight (48) hours' notice.
5. Employees may agree to report for duty earlier or later than assigned if requested by the ARRC. Such changes are temporary and do not alter the bulletined terms.
6. Employees are not subject to discipline, do not suffer a loss of earnings, and are not required to protect a change of start time if proper notification is not provided, or in the case of F5 of this Section, the employee does not agree to the request.
7. An employee awarded a position on their existing assignment as a result of a bulletined change in assignment are eligible for guarantee for shifts lost if the changed schedule reduced the number of workdays available to that employee during the week(s) bulletined.

G. ASSIGNMENT ABOLISHMENT

Employees will be notified when the ARRC has knowledge that an assignment will be abolished. If all the bulletined workdays for the week will be completed, abolishment will occur at 2359 hours Saturday, otherwise displacement will occur as soon as possible.

H. HELD ON ASSIGNMENT

1. Employees with an assigned home terminal other than Anchorage, who exercise seniority or are force assigned may be held on the assignment moving from until released by Crew Dispatch, subject to the following:
 - a. Employees assigned to Fairbanks who exercise seniority or are forced to another Fairbanks assignment, will be released.
 - b. Employees who exercise seniority or are forced to another position on the same assignment will be released, however this will not occur during a tour of duty.
 - c. Employees held on assignment for more than forty-eight (48) hours after the effective time another employee is assigned the position are paid the difference in earnings between the assignment held on and the assignment moving to, until released.

I. CHANGING ASSIGNMENT BY BULLETIN

1. This Section provides the general guide for changing assignment by bulletin assuming the employee is released to their new assignment and available (e.g. not on leave, not already at work, not on mandatory rest) to protect at the effective time of the awarding bulletin. Nothing in this Section diminishes other provisions in this Agreement that address when an employee is required to protect an assignment awarded by bulletin.
2. Employees who are not protecting a fixed or approximate on-duty time or an Extra Board on the day awarded another assignment:
 - a. Protect a fixed on-duty time on the new assignment at the effective time of the bulletin or later.
 - b. Protect a call to work on the new assignment at the effective time of the bulletin, for an on-duty time of 0200 hours or later.
3. Employees who are protecting a fixed or approximate on-duty time the day awarded another assignment:
 - a. Protect the fixed or approximate on-duty time on the current assignment through 2359 hours.
 - b. Protect the new assignment at the effective time of the bulletin for a fixed on-duty time of 0000 hours or later.
 - c. Protect a call to work on the new assignment at the effective time of the bulletin, for an on-duty time of 0200 hours or later.
4. Employees who are protecting an Extra Board the day awarded another assignment:

- a. Protect a call to work on the Extra Board through 2359 hours for an on-duty time through 0159 hours the next day.
- b. Protect the new assignment after the effective time of the bulletin for a fixed on-duty time of 0200 hours or later.
- c. Protect a call to work on the new assignment at the effective time of the bulletin, for an on-duty time of 0200 hours or later.

J. FORCE ASSIGNMENT BY BULLETIN

1. Force assignment occurs when no bids are received for a bulletined vacancy. The employee who is force assigned is determined by the type of vacancy as follows:
 - a. For an Engineer vacancy, the least senior Engineer not assigned to an Engineer position is force assigned.
 - b. For a Conductor vacancy, the least senior Conductor not assigned to a Conductor position or Engineer position is force assigned.
 - c. For a Brakeman vacancy, the least senior unassigned Brakeman is forced assigned.
2. A vacancy in train service that would be awarded (through a submitted bid) to an Engineer who is, or would be force assigned to an engineer position on the same bulletin, is instead awarded to the next applicable employee who is not engineer qualified.
3. A brakeman vacancy that would be awarded (through a submitted bid) to a Conductor who would be force assigned to a conductor position on the same bulletin, is instead awarded to the next applicable employee who is not conductor qualified.
4. When a vacancy closes with no one available to force assign or is force assigned to a displaced employee, the vacancy is extended and awarded again on the bulletin the next day. This must be noted on the awarding bulletin and the process will repeat on each subsequent bulletin until:
 - a. An employee force assigned while displaced accepts the force assignment.
 - b. A forced employee does not exercise seniority in the allotted time or is unable to exercise seniority because of their seniority standing.
 - c. An employee who is not displaced is available to force assign.
 - d. An employee successfully bids the vacancy.
5. When at least one vacancy will be force assigned in each craft on the same bulletin, engine service force assignments are filled prior to train service force assignments.
6. When more than one vacancy in the same craft is force assigned on the same bulletin, the senior employee forced in the respective craft has their choice of vacancy to be forced to. If the senior employee cannot be contacted with reasonable effort, the Crew Dispatch Office decides the force assignment (in

accordance with J1 of this Section) except a junior employee(s) will be forced to a different terminal before a senior employee, if applicable.

7. When time of force assignment or notification of force assignment occurs during a period of: Mandatory Time Off, Reset, leave, or off days, employees have until what would have been their next actual start time of the assignment displaced from before the force assignment is effective. For assignments without a fixed or approximate start time, the time an employee would be expected to protect calls is used as the start time for this provision.
8. Employees on leave with an unknown duration are not subject to force assignment after fourteen (14) consecutive calendar days have passed since the leave began.
9. Employees on leave known to be fourteen (14) calendar days or more are not subject to force assignment during the leave.
10. This Section is subject to amendment through a Memorandum of Understanding (MOU) between the ARRC and Union General Chairman provided the MOU includes a cancellation provision with no more than a fourteen (14) day notice.

K. ABSENT 14 DAYS OR MORE

1. Employees with known leave of fourteen (14) calendar days or more will have their assignment bulletined as to be vacated with an effective date not later than the first vacated workday.
2. Employees on leave with an unknown duration will have their assignment bulletined as to be vacated with the effective date to coincide with the start of the fifteenth (15th) calendar day since the leave began.
3. An employee whose job has been bulletined and assigned under K1 or K2 of this Section is reassigned the position vacated if off less than fourteen (14) consecutive calendar days and displace the assigned employee, unless senior. If the vacated assignment was awarded to a senior employee, the employee absent less than fourteen (14) days will have twelve (12) hours to exercise seniority upon marking up.

ARTICLE 15 REPORTING FOR DUTY & ABSENCE FROM WORK

A. ATTENDANCE

Employees are expected to maintain good attendance and report to duty at the appointed time as a condition of employment. Employees with poor attendance, misuse of sick leave, and instances of tardiness are subject to the disciplinary process described in Article 45, Disciplinary Action.

B. REPORTING FOR DUTY

1. Employees assigned without fixed start times are normally called two (2) hours before time required to report for duty. If unusual circumstances necessitate a shorter call period, employees are encouraged to report to work as soon as possible.

2. Employees assigned with fixed start times are not issued calls to duty.
3. Employees on an assignment that requires a call to duty may be notified of their return to duty time (i.e., auto-call) prior to tie-up or release. In such cases the Crew Dispatch Office does not issue a call to work.
4. Employees may have two (2) phone numbers of record.
5. Employees will keep the Crew Dispatch Office advised as to their current phone number(s) of record.

C. MISSED CALL POLICY

1. Employees, whose assignment require a call to duty and subsequently fail to respond to that call within fifteen (15) minutes of initial attempt, have Missed Call.
2. It is not a Missed Call when an employee accepts a call to duty, and then voluntarily relinquishes the assignment to an employee who would otherwise be charged with a Missed Call. All other failures to respond to a call to duty are Missed Calls.
3. The following Disciplinary Schedule shall govern Missed Calls:
 - First Offense-----Notation of Oral Warning
 - Second Offense-----Letter of Reprimand
 - Third Offense-----Three (3) Days Suspension
 - Fourth Offense-----Five (5) Days Suspension
 - Fifth Offense-----Dismissal from Service
4. An employee with a First Offense Missed Call who does not miss call for a one hundred twenty-one (121) day period will have their record, for the purposes of the Missed Call Disciplinary Schedule, adjusted to show no offenses.
5. An employee missing call for a Second, Third, or Fourth Offense will have their record, for the purposes of the Missed Call Disciplinary Schedule, adjusted back one progressive step for each one hundred eighty-two (182) day period without a Missed Call until reduced to a First Offense, at which time C4 above will apply.
6. Time while on layoff (voluntary or involuntary), leave without pay, or leave of absence does not count towards the reduction of Missed Call offenses. Time resumes when an employee returns from the layoff or leave period.
7. The Disciplinary Schedule governing Missed Calls is not subject to Article 44 (Grievance), Article 45, (Discipline), or Article 46 (Arbitration). An employee has no relief or recourse from the Missed Calls Disciplinary Schedule. Discipline issued for Missed Calls cannot be considered for progressive discipline in Article 45D.
8. A telephone service equipment failure does not constitute a Missed Call. Documentation from the telephone service provider is required.
9. Employees called out of sequence are not subject to Missed Calls.
10. Employees not assigned in Company Work service or an Extra Board who miss call are held off of their assignment for that tour of duty.

11. An Extra Board employee missing call is held off the Extra Board for twenty-four (24) hours from the time of the missed call unless accepting earlier recall. At the expiration of the twenty-four (24) hour period, the employee is placed at the bottom of their assigned board.
12. An employee assigned in Company Work service missing call is held off for the shift missed and are again subject to a call for the assignment or to deadhead to the assignment after twenty-four (24) hours from the time of the Missed Call. This does not prevent the employee from accepting a call and/or reporting for duty for their assignment in less than twenty-four (24) hours.
13. The official time of a Missed Call is the time the first call was made to the employee.
14. An employee cannot have more than one (1) Missed Call in a twenty-four (24) hour period.

D. ABSENCE FROM WORK

1. Absence from work due to sick leave must be reported to the ARRC not less than two (2) hours before the employee's reporting time.
2. Employees who must be absent from work for personal reasons may do so when authorized in advance by an appropriate ARRC official.
3. In order to work their assignment employees who have been absent must markup not less than two (2) hours in advance of their reporting time.
4. An employee must give notice of absence prior to being called for an assignment. Reporting absence at call time for an assignment may subject the employee to the disciplinary process described in Article 45, Disciplinary Action.

E. SHIFT CANCELLATION

Employees who have a shift cancelled less than two (2) hours before their on-duty time are allowed two (2) hours at the rate of pay they would have made on the assignment, in addition to any other earnings or guarantee for that day. The following provisions also apply:

1. When notified of a cancellation prior to departure from their place of residence, an employee's Hours of Service Rest (HOSR) is not restarted.
2. Irrespective of the status of their HOSR, employees assigned to a rotating call list remain first out after a call to duty is cancelled.
3. Employees on assignments with an approximate call time remain subject to a rescheduled call for their assignment after a shift is cancelled. A rescheduled call must still comply with the bulletined terms of the assignment.

ARTICLE 16 TERMINALS

- A. Terminals are locations where employees can be assigned to begin and end duty.

- B. To qualify as a terminal, the location must have an ARRC owned or leased facility furnished with the following attributes on-site or reasonably adjacent to the physical on-duty/tie-up point:
1. Toilet(s), shower(s), sink(s), food preparation area, refrigerator/freezer, microwave, laundry facility and single-tier individual lockers.
 2. A telephone, ARRC networked computer (with internet enabled) and printer.
 3. Electrical outlets (30-amp service) for employee motor homes and other recreational vehicles used for temporary housing consistent with this Collective Bargaining Agreement, relevant Policies & Procedures and Operating Circulars.
 4. Electrical outlets for winter heating of employee vehicles. Terminals not used during the period of October 1st through April 30th are exempt from this requirement.
- C. Current terminals are Seward, Whittier, Anchorage, Healy, and Fairbanks.
- D. Terminals may be established at Moose Pass, Portage, Birchwood, Wasilla, Port Mackenzie, and Talkeetna if facilities are constructed at the applicable location that meet the requirements of Section B of this Article and the location has road access. The ARRC will meet and confer with the Union regarding the design and placement of a new facility.
- E. Freight service operated between Anchorage and Fairbanks will continue to use Anchorage, Healy or Fairbanks as home and far terminals.
- F. Except for Anchorage and Fairbanks, terminals will have a single on-duty/tie-up point unless agreed upon by the ARRC and Union General Chairman. Existing on-duty/tie-up points within Anchorage and Fairbanks may continue to be used.
- G. Notwithstanding Section B of this Article, locations currently in use as terminals on the effective date of this agreement may continue to be utilized as terminals in their current state. They will be brought into full compliance if remodeled or relocated.

ARTICLE 17 TYPES OF SERVICE

A. ROAD SERVICE

1. Road service is an assignment (by bid or unassigned work) that transports commodities or passengers between different terminals or turn around locations and performs company work. In conjunction with loading and unloading commodities from railcars, crews may also perform switching and other train movements as required.
2. Road service assignments may have fixed or approximate call times and crews may begin a shift and end a shift at different terminals.
3. Crews assigned to run to an intermediate point and exchange trains with another crew may be run to a point over or short of the bulletined turning point to prevent delay.
4. Crews will be compensated for lost time if relieved short of bulletined final terminal or layover points if ample time remains under the provisions of the Hours of Service Act.

5. Crews who are deadheaded to begin operating a train at other than the bulletined originating location or terminal of their train will be compensated for lost time.
6. Crews assigned by bulletin to work Healy to Fairbanks and back to Healy will receive a minimum of ten (10) hours straight time and two (2) hours overtime for the shift if the southbound portion of their trip begins at any point south of Fairbanks.
7. Crews assigned or called in road service other than company work service may be required to perform terminal work, subject to the following:
 - a. When Brakeman are required by Article 13, Section A, two (2) person (Conductor and Engineer) road service crews may not perform terminal work at Anchorage and Fairbanks unless supplemented with a Utility Brakeman.
 - b. When terminal work is of such duration that a crew is unable to work a trip designated by bulletin or as called, the crew will receive the difference in earnings from the missed tour of duty.
 - c. The ARRC shall not use this provision to allow two (2) person road service crews to supplant or diminish the number of three-person bulletined terminal service assignments.
8. Road crews may perform the following work at a terminal without it being considered terminal work:
 - a. Pick-up or drop-off of locomotives to/from their train and another point within a terminal.
 - b. Air/power testing and distributed power link/delink of locomotives and/or air testing a train that they have or will operate.
 - c. Assemble their train from cars that are first out and no other switching is performed.
 - d. Arrival of their train into the applicable track(s).
 - e. Removal of a bad order car(s) from their train, including replacement of car(s) removed when applicable.
9. Crews who have a bulletined tour of duty cancelled may be used for other shift(s) in road or terminal service provided they are not required to start a shift on a bulletined off day, their report for duty time(s) fall within the existing terms of their bulletined assignment, and all time is paid at road rate.

B. COMPANY WORK SERVICE

1. Company work service is an assignment (by bulletin or unassigned work) that performs non-revenue work to support track maintenance and construction.
2. Company work service assignments are bulletined or assigned in accordance with the rules governing road service assignments.
3. Company work service assignments will have a home terminal of Anchorage or Fairbanks.

4. Employees exercising seniority to a company work service assignment or returning from a period of leave will be provided transportation to the company work train location.
5. Company work service crews may be tied up at locations other than terminals provided the lodging meets the requirements set forth in Article 20 (Away From Home Terminal), Section A. This provision does not allow the ARRC to redefine other types of service as work service and tie-up those crews at other than terminals.
6. Company work service crews may perform incidental revenue work without being considered Used Off Assignment.

C. TERMINAL SERVICE & TERMINAL MECHANICAL SERVICE

1. Terminal service is an assignment (by bid or unassigned work) that operates within a terminal and the respective terminal service zone with the primary function of:
 - a. Delivery and pick-up of railcars from external and internal customers.
 - b. Make-up and break-up of trains.
 - c. Relief of crews due to Hours of Service.
 - d. Pick-up and delivery of locomotives.
2. Terminal mechanical service is an assignment (by bid or unassigned work) that operates within a terminal and the respective terminal service zone with the primary function of:
 - a. Make-up and break-up of locomotive consists.
 - b. Mechanical department switching (within Locomotive Servicing Track Area and Car Shop Repair Track Area).
 - c. Pick-up and delivery of locomotives.
 - d. Servicing of locomotives (i.e. cleaning, sanding, fueling and washing).
Note: The servicing of stationary locomotives is not the exclusive jurisdiction of the Union.
 - e. Testing of locomotives.
3. The respective functions of terminal crews and terminal mechanical crews listed in this Section are not exclusive to either type of crew, subject to the following conditions when Brakeman are required by Article 13 Section A:
 - a. Terminal crews at Anchorage and Fairbanks may not perform functions described in C2a, C2b (except car shop switching is permitted) or C2d, or C2e unless three (3) terminal mechanical crews are assigned (the number increases to four (4) annually from the effective date of the first summer passenger job through September 30th) at Anchorage and two (2) mechanical crews are assigned at Fairbanks respectively. (MOU 2015-03 effective March 9, 2015.)
 - b. Terminal mechanical crews may not perform functions described in C1a (except mechanical department switching is permitted) or C1b of this Section unless supplemented with a Utility Brakeman.
 - c. Terminal mechanical crews that relieve a train due to hours of service must be supplemented with a Utility Brakeman upon arrival at the final terminal if

required to perform work beyond arrival into and securement of the train in the applicable track(s) and removal of locomotives.

4. Provided no switching is performed, terminal mechanical crews may also perform the pick-up and delivery of unoccupied (employees may be onboard) passenger consists at arrival and departure points and readying (e.g. remove handbrakes, air testing, movement to departure point) of made-up trains for outbound movement within the terminal limits as defined in this Section. Movement of an approximate train length past a terminal limit is permitted. When Brakemen are not required by Article 13, Section A, the restrictions of this provision are void.
5. Terminal service crews will not be required to perform the washing of locomotive interiors or exteriors.
6. Crews assigned by bulletin in terminal service and terminal mechanical service begin and end shifts at their home terminal only and must have fixed start times.
7. In the event a terminal crew or terminal mechanical crew cannot begin their shift at the bulletined start time due to mandatory rest following the prior shift on the same assignment, the crew will report for work (unless informed otherwise) when rested without being considered a change in start time, subject to the following:
 - a. Pay will begin at the bulletined start time of the assignment.
 - b. Crew cannot be held-over in excess of twelve (12) hours from the bulletined start time of the assignment.
 - c. Crew may agree to work beyond the scheduled end time on an assignment up to the limits of "hours of service". Crews who agree will not be paid used off assignment.
8. Terminal crews may perform company work service at a terminal and within the respective terminal service zone limit if the duration of work to be performed does not require a bulletined assignment.
9. Crews called to deadhead and work at another terminal are governed by the terminal service zone limit of the terminal deadheaded to.
10. Terminal crews and terminal mechanical crews may be used within the following terminals and their respective terminal service zone limits without penalty:

TERMINAL	TERMINAL LIMITS	TERMINAL SERVICE ZONE LIMITS
Seward	Tracks South of MP 3.43	Seward through NSS Moose Pass (MP 29.48)
Whittier	Tracks South of MP F2.55	Whittier through MP 62 and MP 66
Anchorage	All tracks from CP 1140 through CP 1170	CP F120 through NSS Pittman (MP 166.22)
Healy	All tracks from MP 358 through MP 361	SSS Oliver (MP 341.66) through NSS Browne (MP 381.31)
Fairbanks	Tracks North of MP 466.77 through MP G28 and MP H10	Fairbanks through Runyan Crossing (MP 422.7)

Terminal crews, terminal mechanical crews, and Utility Brakeman used outside the applicable terminal service zone limits will receive eight (8) hours pay at the applicable straight time terminal rate in addition to all other earnings for that day.

If additional terminals are established, the parties will meet to reach agreement on the appropriate terminal limits and terminal service zone limits.

11. All rules that govern terminal service crews pertain to terminal mechanical crews except where specifically delineated in this Agreement.

D. UTILITY SERVICE

1. Utility service is an assignment (by bid or unassigned work) that allows an employee to be assigned, and function as, a temporary member of a crew.
2. Utility service is assigned from the Train Service Seniority List as brakeman positions.
3. Utility service assignments are bulletined, assigned or called in accordance with the rules governing terminal service.
4. Utility Brakeman may only be utilized at Anchorage and Fairbanks terminals and the respective terminal service zones.
5. Utility Brakeman cannot perform covered service activities unless attached to a terminal or road service crew; however, administrative functions such as reviewing rules, special instructions, and bulletins pertaining to their service may be performed while not attached.
6. Utility Brakeman with a valid motor vehicle license may be required to drive company vehicles for transport to and from a work location.
7. This Section may be amended through a Memorandum of Understanding (MOU) between the ARRC and Union General Chairman provided the MOU includes a cancellation provision with no more than a fourteen (14) day notice.

ARTICLE 18 EXTRA BOARD

A. ESTABLISHMENT & REGULATION

1. Extra Boards may be established by the ARRC at terminals for the purpose of filling vacancies on regular assignments and to perform extra or unassigned work.
2. When Extra Boards are established, both a Conductor and an Engineer Extra Board will be present and staffed separately with the intent to cover their respective assignments according to typical demand.
3. Anchorage and Fairbanks terminals will have Extra Boards. Anchorage shall also have a no-bid Brakeman Extra Board.
4. Except for the Brakeman Extra Board at Anchorage, positions on Extra Boards are bid assignments, however, single qualified enginemen who fail to exercise seniority in the time allotted in Article 11 are added to the Anchorage Engineer's Extra Board subject to the following:
 - a. If the ARRC accepts the increase to the extra board, the junior extra board employee is not displaced.

- b. If the ARRC does not accept an increase in the number of bid extra board positions, the junior extra board employee may be displaced at 0000 hours.
5. Employees on the Anchorage Brakeman Extra Board are not considered assigned for the purposes of force assignment.
6. Extra Boards may be supplemented in addition to the bid positions when demand for unassigned work and vacancies will, or is forecasted to, exceed that Extra Board's capacity.
7. Bid Extra Boards may only be reduced below the number of bid positions at which it stood at the beginning of a week on the last day of the week. When reduced, the least senior employee assigned will be displaced with a full bump, or if a vacancy exists at that time, it is not filled.

B. SCHEDULES & RESET

1. Extra Board assignments are seven (7) days per week with no rest days.
2. Extra Board employees are subject to Reset at the ARRC's option after having worked at least three (3) consecutive calendar days and such employee is forecast to work at least six (6) consecutive calendar days. Employees reset are not considered as ran around for the purposes of payment under C7 of this article.
3. Employees on a reset will be identified on the T&E webpage as soon as practicable and the ARRC will notify (direct contact or message) the employee being reset as soon as possible. The decision to reset employees already assigned to the Extra Board and posting of the resets will occur no later than 1200 hours daily. Reset decision will be posted and notification (direct contact or message) made at time of assignment (or as soon as possible due to uninterruptable rest) for employees who are assigned to the Extra Board between 1200 hours to 2200 hours.

C. EXTRA BOARD CALLS

1. Employees are called on a rotational basis (first in, first out), if rested. Employees not rested at time of call remain first out and are not due a runaround allowance.
2. Employees are called in such order as to protect their respective board first.
3. Vacancies are filled off the Extra Board of the craft of the vacancy until that Extra Board is exhausted then as provided in Article 19.
4. When two (2) or more vacancies are called at the same time, off the same Extra Board, the employee first out will have first choice as to assignment except employees must protect their respective board first.
5. Employees protecting a vacancy are governed by the rules of that assignment.
6. Employees are paid at the rate of the vacancy protected or the rate of the board called from, whichever is greater.

7. Employees not called in turn (ran around) are paid the difference between lost earnings and wages earned during the tour of duty of the assignment missed. Employees not called in turn maintain their standing on the Extra Board.
8. It does not constitute a runaround if an employee is called out of sequence to deadhead only to their assigned home terminal.
9. Extra Board employees called for extra or unassigned work will be informed at call time if their assignment will tie up at a far terminal and given an estimated duration of the number of days they may expect to be away from their home Extra Board location.
10. Employees on a Reset or Mandatory Time Off maintain their standing on the Extra Board and are subject to a call two (2) hours prior to completion of the time off.

D. EXTRA BOARD GUARANTEE

1. Employees protecting an Extra Board for a calendar day are guaranteed eight (8) hours pay at the applicable terminal rate each day, subject to the weekly guarantee cap.
 - a. A Calendar Day is 0000 hours through 2359 hours each day.
 - b. A week for the purposes of Weekly Guarantee Cap is seven (7) consecutive days of the normal ARRC payroll beginning on Sunday at 0000 hours and ending the following Saturday at 2359 hours.
 - c. Weekly Guarantee Cap is the money equivalent of seven (7), eight (8) hour days at the applicable terminal rate. Wages earned while in any pay status, layover and rest days, and days not on the Extra Board an entire Calendar Day are deducted from the Weekly Guarantee Cap, exclusive of holiday premiums, used off assignment premiums and grievance settlements.
2. Employees marking off forfeit prior Extra Board guarantee earned in that week, except when on:
 - a. Administrative leave.
 - b. Union leave.
 - c. Jury duty leave.
 - d. Military leave.
 - e. Annual leave that has been requested forty-eight (48) hours in advance.
 - f. Paid or unpaid sick leave, if less than forty (40) hours of paid or unpaid sick leave has been used in the current leave year.
3. The reset of an employee will not cause a reduction in guarantee.

4. Employees requiring a Mandatory Time Off period at the time initially assigned to an Extra Board (unless the shift that caused the mandatory Time Off occurred while assigned to another Extra Board) are not eligible for guarantee on the calendar day(s) of the Mandatory Time Off. Employees suffer no loss of guarantee for other periods of Mandatory Time Off.
5. Employees force assigned or displaced due to seniority standing do not forfeit prior Extra Board guarantee earned in that week.
6. Employees displaced from an Extra Board retain guarantee for that Calendar Day, when upon notification of displacement, immediately place themselves to an Extra Board at the same terminal.
7. Employees bidding off an Extra Board forfeit prior Extra Board guarantee earned that week, except when:
 - a. Bidding Extra Board to Extra Board at the same terminal.
 - b. Bidding an Extra Board at a different terminal provided travel is completed within the time allotted in Article 11. If additional time to travel is granted, employees forfeit prior Extra Board guarantee.
 - c. Bidding to an assignment bulletined as a “new assignment” or a “change in assignment.” (MOU 2015-06 effective May 7, 2015.)

E. EXTRA BOARD MISS CALLS

1. Employees failing to respond to an Extra Board call are subject to the Missed Call policy in Article 15, with the following provisions:
 - a. Employees forfeit sixteen (16) hours of Extra Board guarantee payment for each missed call, unless recalled.
 - b. Employees, who miss call and accept recall prior to the expiration of the twenty-four (24) hour period held off the Extra Board, do not forfeit any Extra Board guarantee.

F. EXTRA BOARD JURISDICTION

1. It does not constitute a runaround when employees that are tied up at a terminal where Extra Boards are staffed with one (1) position per classification are called before employees on that Extra Board.
2. Extra Board employees may deadhead into and work a vacancy or assignment in the same shift at Anchorage or Fairbanks terminal if at the time the call is made to protect the assignment, the applicable Extra Board(s) is, or will be exhausted at the time of the vacancy. In the event an Extra Board employee becomes available at the terminal of the vacancy after the Extra Board employee from another terminal was called, runaround will not apply.
3. Extra Board crews with home terminals other than Anchorage or Fairbanks may be placed on release at their home terminal when Extra Boards at those terminals are exhausted.

4. It does not constitute a runaround when a crew is deadheaded into and work out of a far terminal within the same shift.
5. Employees called to deadhead and protect vacancies for other than Anchorage and Fairbanks home terminal assignments protect a specific assignment instead of supplementing the Extra Boards when a vacancy on an assignment exists at that terminal.

ARTICLE 19 USED OFF ASSIGNMENT

- A. Employees are Used Off Assignment (UOA) when accepting a call to work on an off day, or when working a job or craft to which they are not assigned. However,
 1. Employees who are held on duty after completion of their original call or scheduled shift to cover another assignment are not considered UOA.
 2. Employees who work another position on their regular assignment in the same craft are not considered UOA.
- B. Employees who are Used Off Assignment will be paid a premium of fifty (50) percent of the applicable straight time hourly rate in addition to all other earnings for each hour worked while Used Off Assignment (minimum hours equal to a basic day for the assignment worked).
- C. Employees who accept a UOA call will be reimbursed for the difference in earnings if unable to work their regular scheduled shift(s).
- D. Used Off Assignment premiums do not apply toward the calculation of any type of guarantee payments.
- E. Anchorage and Fairbanks will have separate UOA lists. The territory each pertains to will be agreed upon by the ARRC and Union General Chairman.
- F. Employees who want seniority preference for UOA calls must submit their intention to the Crew Dispatch Office to be included on a UOA list. Employees protecting extra boards will notify the Crew Dispatch Office if they want cross craft calls. Employees on layoff are suspended from the UOA list(s).
- G. After the Extra Board(s) of the craft of the vacancy is exhausted, employees are solicited in the following sequence to fill Used Off Assignment vacancies.
 1. Employees on the Used Off Assignment list for the craft of the vacancy, in seniority order. (MOU 2015-02 revised effective April 16, 2015.)
 2. Other Qualified employees excluding those assigned to the Extra Board.
 3. Qualified employees on the respective (promoted or non-promoted) Extra Board with the following provisions:
 - a. The first dual-qualified employee contacted is required to accept the cross-craft call; and
 - b. The employee initially contacted may request that another dual-qualified employee protecting the Extra Board (that has indicated they are willing to accept cross craft UOA calls) is solicited for the assignment; and

- c. The employee initially contacted is required to report at call time unless relieved from that responsibility by the Crew Dispatch Office.
- J. The ARRC may use short-term recall in lieu of offering a UOA call.
- K. The ARRC may offer UOA calls out of sequence or seniority order when necessary to compensate for employee rest, schedule conflicts, or when within two (2) hours of on duty time.
- L. If the ARRC is unable to find a Union represented employee willing to work a call (including soliciting employees on layoff), qualified employees outside of the Bargaining Unit may be utilized to staff the vacancy without penalty to the ARRC. It is not the intent of this rule to allow the ARRC to under staff Union represented employees.

ARTICLE 20 AWAY FROM HOME TERMINAL

A. LODGING

1. The ARRC will provide lodging for employees released from duty or tied up at locations other than their home terminal.
2. Comfortable and sanitary single rooms are provided for each employee tied up or released from duty.
3. The ARRC will endeavor to provide rooms with private baths.

B. MEAL ALLOWANCE

Employees tied up at an away from home terminal are paid a fifteen dollar (\$15.00) meal allowance at four (4) hours and again every eight (8) hours until reporting for duty.

C. AUTOMATICALLY ON DUTY

1. Employees tied up away from their home terminal are allowed Automatically On Duty Pay (AOD) at the applicable hourly rate starting sixteen (16) hours after tie-up, or when "rested", whichever is greater.
2. Once begun, AOD continues for ten (10) hours or until reporting for duty.
3. Employees remaining tied up beyond the end of AOD payment under C2 of this Section, repeat the schedule established in C1 and C2 of this Section until reporting for duty.
4. When employees report for duty AOD ends.

ARTICLE 21 DEADHEADING

- A. Employees deadheading on ARRC business will be compensated at the rate of service assigned with a minimum of ten (10) hours.

Employees traveling due to voluntary or involuntary seniority moves are not eligible for deadhead payments.

- B. When deadheading on ARRC business and other than rail transportation is available, the ARRC may elect to utilize other modes of surface transportation or commercial air services.
- C. Except as otherwise provided for in this agreement, deadheading and service may be combined, and when combined, employees will be paid on a continuous time basis with a minimum of ten (10) hours for the combined service and deadheading. Overtime will apply to employees deadheading on ARRC business.
- D. Except as required by Article 17D6, employees may, at their option, drive ARRC vehicles for company business within the following limits:

Seward	to	Moose Pass
Anchorage	to	MP 62.8
Anchorage	to	MP 162
Fairbanks	to	MP 422.6
Fairbanks	to	H10 or G30

The Union employee driving an ARRC vehicle beyond these limits at the request of the ARRC will be paid two (2) straight time hours in addition to all regular earnings for that shift or tour of duty.

- E. Employees who volunteer to drive their private vehicles in lieu of company furnished transportation while deadheading, will be paid the current rate allowed per mile as prescribed by the Internal Revenue Service.

ARTICLE 22 ARRC ISSUED EQUIPMENT

- A. The ARRC may require employees to sign receipts for issued equipment.
- B. The cost of replacing or repairing items issued by the ARRC will be borne by the employee if the item is lost, stolen, or damaged due to proven negligence or carelessness by the employee.
 - 1. Repayment for issued equipment will be made at the depreciated value of the item.
 - 2. At conclusion of employment employees who fail to relinquish issued equipment are subject to payroll deduction for reimbursement to the ARRC.
- C. The ARRC will provide maintenance items for issued equipment.
- D. The ARRC will provide employees with an initial lantern. Subsequent lanterns will be made available at cost.

ARTICLE 23 UNIFORMS

- A. The ARRC has designated a uniform to be worn by trainmen while on duty in passenger service which consists of the following:
 - 1. A black cap (supplied at cost by the ARRC), black coat, and black trousers.
 - 2. A white shirt with black four-in-hand tie.
 - 3. ANSI approved black dress boot.
 - 4. Gold colored coat buttons and cap insignia.
- B. The ARRC will designate the sole supplier for the black coat and black trousers.

- C. The ARRC will supply free of charge such insignia and coat buttons that employees are required to wear upon their uniforms. Only insignias prescribed by the ARRC will be worn.
- D. Employees are required to purchase two (2) passenger uniform coats and trousers.
- E. The ARRC will provide employees an allowance for a pair of ANSI approved black dress boots (not to exceed \$200 per pair) once every two (2) years.
- F. Employees are required to purchase a uniform within ten (10) days of their seniority date. Employees who have not adhered to this provision are subject to miss call.
- G. Employees will pay a sum equal to fifty (50) percent of the cost of each uniform (excluding dress boots, shirts, and neckties) not to exceed one hundred fifty dollars (\$150) per uniform, and the ARRC will pay the balance of the cost of each uniform as follows:
 - 1. The ARRC will pre-pay 100% of the eligible cost of the uniform and deduct the employee's portion over eight (8) pay periods. Employees disqualified from employment during their probationary period will be reimbursed for any deductions.
 - 2. Employees will be eligible for this provision once every two (2) years.
- H. Uniforms must be properly cleaned, neatly pressed and in good repair. The ARRC will pay an employee five (5) dollars for each shift worked in uniformed passenger service. The ARRC will pay for the cleaning if dirtied while performing unusual duties. The ARRC will pay for repair or replacement if damaged while performing duties.
- I. It is agreed that in cases where a uniform or any portion thereof is lost, stolen, damaged, or destroyed as a result of carelessness on the part of an employee, the employee will repair such damage or replace such uniform at their own expense.
- J. The ARRC has the right to relieve an employee from duty if their uniform is dirty, in disrepair or otherwise does not meet the standards set forth in this Article. In the event an employee is relieved of duty under this provision, the ARRC will call a replacement Union represented employee and transport them to the train if it has departed the on-duty terminal. The employee relieved is subject to disciplinary action.

ARTICLE 24 MEAL PERIODS

A. TERMINAL SERVICE CREWS

- 1. Employees assigned or called in terminal service are allowed one (1), twenty (20) minute meal period per shift without deductions. The meal period will begin between four (4) and six (6) hours from start of shift as determined by the applicable ARRC Manager.
- 2. If no meal period is provided within the time specified above, affected crews will be paid forty-five (45) minutes straight time in addition to their regular earnings for that shift. This rule does not prevent employees from having their meal period.

3. The ARRC will not require a crew to work more than six (6) hours from start of shift without starting a meal period, except:
 - a. Crews who begin dogcatching prior to four (4) hours from start of shift will begin their meal period after arrival at the final terminal but prior to performing terminal work if arrival is more than six (6) hours from start of shift.
 - b. In cases of unforeseen train delay, crews who begin dogcatching after the fourth (4th) hour from start of shift may be required to delay their meal period until after arrival at the final terminal but prior to performing terminal work.
4. The ARRC will provide transportation in order for terminal crews to eat their meal when more than a reasonable walking distance from terminal facilities. This transportation will be provided between four (4) and six (6) hours from start of shift with no less than one (1) hour notification by the crew.

B. ROAD SERVICE CREWS

1. Employees assigned or called in road service are allowed one (1), twenty (20) minute meal period without deductions when required to perform terminal work within applicable Terminal Limits at their initial, turn around or final terminal provided they have been on duty four (4) or more hours, except employees operating passenger trains are eligible for a meal period for terminal work at the final terminal only.
2. The start time of the meal period at an initial or turn around terminal will occur as determined by the applicable ARRC manager.
3. The start time of a meal period at a final terminal will begin after arrival of the train into the applicable track(s), but prior to performing terminal work.
4. If no meal period is provided as specified above, affected crews will be paid forty-five (45) minutes straight time in addition to their regular earnings for that shift. This rule does not prevent employees from having their meal period.
5. Road crews may perform the work described in Article 17A8 at a terminal without it being considered terminal work for purposes of the application of this Section.

C. FACILITIES

Meal periods will be taken at terminal facilities unless a crew and the ARRC agree upon another location.

ARTICLE 25 RELOCATION ALLOWANCES

A. MOVEMENT OF HOUSEHOLD GOODS & VEHICLES

Employees who exercise seniority or are force assigned to another terminal are allowed to free-bill a boxcar and flatcar for personal household goods and/or vehicles when the distance is more than sixty (60) road miles from their prior assigned home terminal. Loading and securement are the responsibility of the employee.

B. PER DIEM & LODGING

1. Employees are eligible for per diem of thirty-five dollars (\$35.00), or ARRC provided lodging each day when:
 - a. Force assigned to an Anchorage or Fairbanks home terminal assignment and the terminal is more than sixty (60) road miles from their bona fide residence. Road miles for employees with a bona fide residence more than sixty (60) road miles from both the Anchorage and Fairbanks Operations Centers are increased to the distance between their bona fide residence and the Anchorage or Fairbanks Operations Center, whichever is less.
 - b. Exercising seniority or force assigned to other than an Anchorage or Fairbanks home terminal assignment and the terminal is more than sixty (60) road miles from their bona fide residence.
 - c. Unable to hold an assignment at a terminal within the applicable road miles from their bona fide residence.
2. A bona fide residence is a location in Alaska where an employee is living, but is not necessarily their domicile. Employees must provide verification of their bona fide residence if requested by the ARRC.
3. Road miles are the direct traveling measurement between the physical reporting point of the assigned terminal and the employee's bona fide residence.
4. Except for absence due to Administrative, Jury Duty, or Union leave, employees assigned with fixed or approximate start times are not eligible for per diem the day of a missed shift.
5. Employees assigned without fixed or approximate reporting times are not eligible for per diem when not protecting calls for at least twelve (12) hours or more on a scheduled workday unless on Administrative, Jury Duty, or Union leave.
6. Statutory time off, a cancelled shift, or a "holiday not worked" will not cause an employee to lose per diem on a day they would otherwise be eligible.
7. For the purposes of this Article a measurement year is June 1st through May 31st.
8. Employees will receive no more than one hundred eighty (180) per diem payments in a measurement year. Lodging is independent of per diem.
9. Employees with Whittier home terminal assignments will receive ARRC provided lodging.
10. For terminals other than Whittier, the ARRC will provide lodging from October 15th through April 15th.
11. For terminals other than Whittier, between April 16th and October 14th the ARRC will notify the employee at the time of assignment if the ARRC will provide lodging or per diem.
12. An employee who would otherwise receive lodging may request per diem from the ARRC instead. To qualify the employee must demonstrably arrange for their own adequate lodging. RV and other types of camping housing do not qualify October 15th through April 15th, and are subject to a test of adequacy at other times. This option does not apply to employees receiving ARRC lodging in Whittier.

13. ARRC provided lodging will be sanitary and be equipped with toilets and shower facilities. The ARRC will endeavor to provide for food refrigeration, storage, and preparation. Multiple employees may be required to live in the same lodging provided each has a private bedroom.
14. An employee with a bona fide residence more than sixty (60) road miles off the ARRC mainline is considered to reside in Anchorage or Fairbanks, whichever is closer to the employee's residence. In this instance road miles are calculated from the Anchorage or Fairbanks Operations Center, whichever is applicable.
15. Employees with an Anchorage or Fairbanks home terminal who are receiving per diem or lodging under this Article are expected to exercise seniority on any vacancy qualified for with a home terminal within sixty (60) or less road miles from their bona fide residence. Per diem or ARRC provided lodging cease if a lower seniority employee is awarded an assignment with an applicable home terminal. Nevertheless, an employee forced to a promoted position is not required to bid on non-promoted positions.
16. When requested by an employee in writing and at the discretion of the Crew Dispatch Office, employees may be temporarily exempted from B15 of this Section.
17. Employees forced to Anchorage and Fairbanks home terminal assignments receiving per diem or lodging may exercise seniority at those terminals and still receive per diem or lodging.
18. After being awarded a bid, or exercising seniority back to a terminal within sixty (60) road miles from their residence of record, per diem payments or lodging will continue until the employee is released. Employees released after 1200 hours will receive per diem or lodging for that day.
19. The reference to per diem and lodging in this Article is not applicable to any other Article in this agreement.
20. Employees must submit per diem claims not later than Saturday of the week the employee is claiming. Per diem claims submitted later than Saturday of the week claimed are invalid and not paid.
21. Employees receiving ARRC provided lodging under the terms of this Article are not eligible for per diem at the same terminal.

ARTICLE 26 TRAVEL AND REIMBURSEMENT

- A. When required to travel away from the ARRC, employees will be paid actual expenses not to exceed forty-five dollars (\$45.00) per calendar day for meals; receipts required. Lodging facilities will be provided by the ARRC or payment for lodging authorized by the ARRC will be reimbursed.
- B. ARRC will provide transportation required as part of job assignment.

ARTICLE 27 HOLIDAYS

- A. Paid Holidays:
 1. New Year's Day

2. President's Day, third Monday in February
 3. Memorial Day, last Monday in May
 4. Independence Day
 5. Labor Day, first Monday in September
 6. Columbus Day, second Monday in October
 7. Veteran's Day
 8. Thanksgiving Day, fourth Thursday in November
 9. Day after Thanksgiving
 10. Christmas Day
- B. Employees working a paid holiday will receive eight (8) hours holiday pay in addition to the regular pay for the time worked.
- C. When a paid holiday falls on an assigned off day the employee must be in a pay status the last regular assigned day prior to the holiday and the next regular assigned day following the holiday to receive holiday pay, except in Paragraph D below.
- D. Employees called from the Extra Board to protect a vacancy on a regular assigned job are entitled to holiday pay in accordance with the assignment of the regular crew, or when called for and perform work on the calendar day of the holiday.
- E. Extra board employees who are required to be available to accept calls on a holiday will receive eight (8) paid holiday hours in addition to weekly guarantee payments.
- F. Employees assigned to an Extra Board who are not required to be available to accept calls on a holiday will receive eight (8) paid holiday hours toward extra board guarantee cap.
- G. Employees assigned to other than an Extra Board who are not required to protect their assignment on a holiday will receive ten (10) paid holiday hours toward weekly guarantee cap.
- H. Employees assigned to other than the Extra Board will be notified forty-eight (48) hours before the holiday if they are not to work. Employees assigned to an Extra Board will be notified twelve (12) hours before the holiday if they are not required to accept calls on the holiday. Notice may be direct contact or message left on an employee's phone numbers of record and the information will also be posted within the applicable time limits to the T&E web page.
- I. If the ARRC does not require some or all employees assigned to an Extra Board to be available to accept calls on the holiday, the employees will be given first right of refusal in seniority order to remain on the Extra Board to the extent possible.
- J. If the holiday falls on an employee's first regularly scheduled day off, it will be on the preceding day. If the holiday falls on any other regularly scheduled day off, it will be on the following regular assigned day. The Union and the ARRC may agree to an alternate day.
- K. When a paid holiday falls within an employee's paid leave period of three (3) or more days, the employee will not be charged leave for that day and will receive holiday pay.
- L. An employee shall not be laid off solely to avoid payment of a holiday.
- M. An employee can receive only one holiday premium pay per holiday.

ARTICLE 28 PROMOTION AND QUALIFICATION

A. BRAKEMAN TRAINEES

Newly hired employees are Brakeman Trainees. Brakeman Trainees must be qualified as Brakeman within forty-five (45) days of hire except when extended by agreement between the ARRC and Union General Chairman.

B. CONDUCTOR & ENGINEER PROMOTION

1. Promotion to Conductor is required of Brakeman not later than thirty-six (36) cumulative months of train service with the ARRC.
2. Promotion to Engineer is required of Conductors (hired after December 24, 1995) not later than forty-eight (48) cumulative months of train service with the ARRC, subject to training capacity. Engineer trainees will be qualified on all ARRC track.

C. PORTAGE TO SEWARD QUALIFICATION

Employees who are runaround due to lack of Portage/Seward qualification are paid lost earnings for the tour of duty missed.

D. TECHNOLOGICAL CHANGES

The ARRC agrees that, when technological changes take place that require additional knowledge and/or skills on the part of employees, affected employees with seniority to work the available positions will be given the opportunity to acquire the knowledge and skills. Union represented employees will be used when technological changes are implemented.

E. CONDITIONS

1. Employees are required to accept training and promotion in seniority order.
2. Prior to the start of a promotion class, employees are afforded thirty (30) days telephonic notice (direct contact or message). A written follow-up notice will be provided in company mail and to the employee's email address of record within one week of telephonic notification that includes a preliminary schedule, duty location, and any other information regarding the training.
3. The ARRC may require examinations in conjunction with training.
4. Probationary employees may be terminated without recourse for failing an examination.
5. Trainees (except for Brakeman trainees) who fail a required examination (written or on-the-job) are given a second opportunity to pass the examination. The employee will continue in training and the second examination will be taken not less than thirty (30) calendar days after failure of the first examination. Employees failing the examination a second time are terminated.
6. Union represented Conductors, Engineers, and Brakemen are required to provide on-the-job training when assigned trainees, including completing of progress reports. Conductors and Engineers assigned a trainee will be allotted time to complete trainee progress reports.

7. Employees training on-the-job will not be used to replace or supplant positions delineated in Article 13, Section A.
8. Unless otherwise agreed by the Union General Chairman, the following limitations apply to on-the-job training:
 - a. Crews will have no more than one (1) trainee per craft, per shift.
 - b. Student trainees will not be assigned with an employee that obtained their qualification within the same training program. This requirement does not apply when extra board personnel are called to replace the regular assigned employee.
9. Employees instructing trainees will receive additional compensation as follows:
 - a. Conductors are compensated an additional \$2.00 per hour for on-the-job training of a Conductor trainee.
 - b. Engineers are compensated an additional \$2.00 per hour for on-the-job training of an Engineer trainee.
 - c. Crews are compensated an additional \$2.00 per hour divided equally between the crewmembers for on-the-job training of a Brakeman trainee.
 - d. Union represented employees providing group training are exempt from training pay.
10. When group field training of trainees is required, the employees who will conduct the training and the terms of their work schedule will be determined through mutual agreement between the ARRC and the Union General Chairman.
11. Employees conducting on-the-job training are not relieved of their responsibility for safe operations, but they are not held responsible for damage to equipment and/or property caused by trainees' judgment decisions during on-the-job training.
12. Employees participating in a training program are provided with appropriate lodging (with kitchens & on-site laundry) when assigned more than sixty (60) miles away from their bonafide residence. Per Diem may be substituted upon agreement between the ARRC and the employee. Such employees are considered "away from home" and receive meal allowances as provided in Article 20 (Away From Home Terminal).

ARTICLE 29 EXAMINATIONS

A. EXAMS

1. Employees must pass a written and physical (if applicable) examination required for their qualification(s) on a biennial basis. Other examinations required for regulatory compliance must be passed. The term "written" includes those examinations that are completed on a computer.
2. Employees unable to meet the minimum vision and/or hearing acuity thresholds set forth in the Code of Federal Regulations (CFR) for their qualifications are afforded retesting using other testing methods as allowed by the CFR.

3. Oral examinations may be given to ensure employees have knowledge of and are conversant with current operating rules and instructions as required by GCOR Rule 1.3.1. Employees failing an oral exam will be informed of the failure when the oral exam is completed. Failure requires the employee to take a written biennial examination in not less than ten (10) working days (i.e. business days). Such employees will be granted two (2) consecutive days of administrative leave for preparation and testing.
4. Employees will review completed written examinations with the Manager of Operating Rules, or designee. During the review, the employee will be informed if they passed or failed the examination. After grading, incorrect answers will be reviewed. The Manager of Operating Rules will provide assistance in understanding rules and instructions.
5. Employees who fail a written biennial examination on the first attempt are placed on administrative leave the day after the failure; and
 - a. are provided a second opportunity to pass the examination;
 - b. will spend their administrative leave at an Anchorage or Fairbanks terminal testing facility (that being closest to their current assignment) preparing for reexamination;
 - c. have the discretion to take up to ten (10), but not less than three (3) working days for preparation and completion of the second examination.

If the employee fails the written biennial examination on their second attempt they do not meet the requirements for retention and are terminated without recourse to the grievance procedure.
6. The ARRC will provide rulebooks, special instructions, and access to computer based study material at no cost to the employee.
7. ARRC examination policy will be kept current and posted in an Operating Circular.
8. Employees on extended absences may be subject to an examination(s) prior to returning to duty. Those employees may be held out of service until meeting the requirements of the ARRC examination policy. Employees will not be held out of service pending the results of drug testing when taken as a return to duty test.
9. Employees will be provided round-trip transportation from their assigned home terminal if required to take examinations at another terminal.
10. Employees will receive administrative leave for any missed shifts due to examinations. Employees taking exams on other than a scheduled workday are compensated at the hourly rate assigned or the last assignment worked if unassigned.

B. SCHEDULING

1. Employees will be notified at their phone numbers of record (direct contact or message left) of the time and location of their regularly occurring biennial examination. This notification will be not less than thirty (30) nor more than sixty (60) days in advance of the date of the examination.

2. The employee names, dates, locations, and times of biennial examinations will be posted on the T&E website.
3. Examinations are scheduled to occur on a workday, except in B4 of this Section.
4. Employees assigned with a schedule of four (4) workdays each week can be required to take their regularly occurring biennial written and physical examinations on a single off day.
5. If an employee's work schedule alters, and an exam date conflicts with B3 or B4 of this Section, the employee has the responsibility to contact the Crew Dispatch Office to reschedule. Rescheduling may not be allowed if an employee is already on administrative leave for testing purposes.
6. If an examination date conflicts with leave, the leave takes precedence. Testing intervals are extended by leave taken.
7. Employees have the option to arrange an examination date earlier than is scheduled.

ARTICLE 30 LAYOFF AND RECALL

A. NOTICE OF LAYOFF

1. Layoffs may be made without prior notice due to an unforeseen curtailment of business.
2. When layoffs are associated with known business fluctuations, five (5) days' notice will be posted on the daily job bulletin.
3. For layoffs not covered under A1 or A2 of this Section, the Union will be provided at least thirty (30) days' notice.

B. LAYOFF PROCEDURES

1. The ARRC will not involuntarily layoff an employee prior to offering voluntary layoff. Employees who are on short term recall may be laid off without voluntary layoff being offered.
2. Employees with the least seniority are laid off first (except for voluntary layoff).
3. Employees scheduled for layoff are subject to protect their assignments in accordance with the CBA, which may cause release to layoff out of seniority order. An employee released due to involuntary layoff has the option to assume the position of a junior employee not yet released to involuntary layoff.
4. Employees that are laid off must complete a standardized form to provide information to be used for recall purposes. Failure on the part of the employee to maintain accurate contact information may result in loss of seniority and recall rights. The employee will provide the following:
 - a. Maximum of two (2) contact telephone numbers.
 - b. One (1) email address.
 - c. Preference for recall in seniority or inverse seniority order for long term recall.

- d. Whether the employee wants to be included on the Short Term Recall List.
5. Employees making changes to the standardized form for recall purposes must do so in writing (personally delivered, mail, email, or fax) with the Crew Dispatch Office. The employee is required to verify with Crew Dispatch that the changes were received. Crew Dispatch will record the date and time of the change and retain a copy of the change request.
6. Employees who are laid off will be required to process out in accordance with ARRC procedures. Employees are compensated while processing out. Employees not processing out within their last tour of duty will be paid at the rate of the last job worked for time required to process out (two (2) hour minimum).
7. When an employee is laid off, the ARRC will ensure that they are returned to the terminal closest to their bona fide residence or processing out location (their choice) at no cost to for the transportation. Employees electing to utilize their personal vehicle may submit for mileage reimbursement at the current IRS mileage rate.

C. VOLUNTARY LAYOFF

1. Voluntary layoff allows a senior employee to request layoff in lieu of a junior employee being involuntarily laid off.
2. When voluntary layoff is offered, requests are granted in seniority order to the most senior employee(s) first.
3. As a minimum, employees on voluntary layoff will be offered long term recall once each year during the period of May 1st through June 1st provided a position is available or that they are senior to another employee working in long term status. If the seniority standing of the employee on voluntary layoff does not provide a position, the employee is placed on involuntary layoff.

D. RECALL PROCEDURES

1. Long term recalls are issued when the duration of work is anticipated to be more than thirty (30) calendar days in accordance with the following:
 - a. Recall notice will be attempted by telephone and email using the information from the standardized form. The email will include the particulars of the recall. If direct contact is not made during the first attempt, messages that must include notice of long term recall will be left on voice mail/answering machine at the phone number(s) of record, provided those services are available. The ARRC will make a second attempt to contact the employee by telephone the day after the first attempt was made.
 - b. When direct contact is made and the employee is currently in Alaska, they are required to report for duty within seven (7) calendar days unless employed at other than the ARRC. If the employee is employed at other than the ARRC or is out of state, they must report for duty within fourteen (14) calendar days. Time limits will be extended for verified medical reasons and may be extended for other reasons when agreed by the ARRC and the Union.

- c. If direct contact was not made in D1a of this Section, the employee must contact the Crew Dispatch Office within seven (7) calendar days (through 2359 on the 7th day). Once direct contact is established the time limits in D1b of this Section apply.
 - d. Time limits in D1b and D1c of this Section begin on the first full calendar day after direct contact was made, or when the first attempt of notification was made, respectively. Employees not making contact within the time allotted are considered to have voluntarily terminated their employment. Employees who do not report for duty within the time allotted in this Section may be subject to discipline.
 - e. Employees recalled are guaranteed the availability of one hundred seventy-six (176) hours work or pay in the first thirty days after markup.
 - f. Employees recalled have a full bump and must exercise seniority in accordance with Article 11.
2. Short term recalls are issued when the duration of work is anticipated to be thirty (30) days or less in accordance with the following:
- a. Recalls are offered to employees on the Short Term Recall List in seniority order.
 - b. Recall notice will be attempted by telephone using the information from the standardized form. Employees will be informed of the anticipated duration of the recall when notified. If direct contact is not established, messages that must include the anticipated duration of the recall will be left on voice mail/answering machine at the phone number(s) of record, provided those services are available.
 - c. Employees have no less than fifteen (15) minutes to respond to a recall of a single tour of duty and no less than four (4) hours to respond to a recall of more than a single tour of duty or they may be ran around for that recall.
 - d. Employees accepting recall are guaranteed the availability of forty (40) hours work or pay in the first seven (7) days after markup unless accepting an offer for a lesser amount at time of recall, but in no case shall be less than a basic day based on the assignment recalled for.
 - e. Employees are not required to continue working a recall that exceeds the stated initial anticipated duration.
 - f. Recall may be extended up to a maximum of forty-five (45) days. This extension will not be used to substitute or replace long term recall(s).
 - g. Employees recalled may protect a specific vacancy for a single tour of duty provided the extra board of the craft of the vacancy is exhausted or no extra board exists at the on duty terminal, otherwise the employee recalled must be added to an extra board and called in rotation.
 - h. Employees accepting recall with anticipated duration of no more than three days are not subject to force assignment and may not exercise seniority until after seventy-two (72) hours have passed since marking up. If the employee is within a tour of duty seventy-two (72) hours after marking up, this provision applies until completion of the tour of duty. Furthermore, this provision may

be applied only once per individual recalled employee in a thirty (30) calendar day period.

- i. Failure to accept a short term recall will not result in the loss of seniority or future recall rights.
3. Information regarding the particulars of all recalls will be maintained and kept current on the T&E Web Page by the ARRC. The information will include:
 - a. Name of employee(s) recalled and whether direct contact was made.
 - b. Whether long term or short term.
 - c. Initial anticipated duration of a short term recall.
 - d. Adjustment to initial anticipated duration of a short term recall.
 - e. Expected date of mark up.

ARTICLE 31 SEVERANCE PAY

- A. An employee with five (5) years and less than ten (10) years of cumulative active service with the ARR and/or ARRC shall become eligible for severance pay after:
 1. Having been laid off under A3 of the Lay-off and Recall Article; and
 2. Having not been offered another full-time position with the ARRC with a pay rate equal to at least eighty (80) percent of the pay rate of the position from which originally severed; and
 3. Having renounced all recall, rehire, and seniority rights under the terms of D. below; and
 4. Is not eligible for retirement at the time of application for severance pay.
- B. An employee with ten (10) years, or more, of cumulative active service with the ARR and/or ARRC shall become eligible for severance pay after:
 1. Having been laid off under A2 or A3 of the Lay-off and Recall Article; and
 2. Having renounced all recall, rehire, and seniority rights under the terms of D. below; and
 3. Is not eligible for retirement at the time of application for severance pay.
- C. Years of service with the ARR and the ARRC will be included for the computation and determination of eligibility for severance pay.
- D. An employee who is eligible for severance pay under the terms of A. or B. above will have up to thirty six (36) months from the date of lay-off to renounce all recall, rehire, and seniority rights and commence receiving severance pay.
- E. An eligible employee electing severance pay will be paid as follows:
 1. Seven and one-half (7.5) weeks' pay for the first five (5) years of cumulative active service, one (1) weeks' pay for each year of cumulative active service from

the sixth (6) year through the tenth (10) year, and two (2) weeks' pay for each year of cumulative active service beyond ten (10) years.

2. One (1) weeks' pay will be forty (40) straight time hours at the highest regular rate paid to the eligible employee in the last twelve (12) months prior to lay-off.
3. Employees will have the option of bi-weekly payments or lump sum payments.

F. EXIT INCENTIVE

1. An exit incentive termination payment may, at the ARRC's sole discretion, be offered to regular active employees in the following circumstances:
 - a. Situations in which the ARRC seeks to induce the employee(s) to voluntarily leave the payroll; or
 - b. Situations in which the ARRC seeks volunteers in lieu of layoff.
2. The provisions of Exit Incentive will never apply to:
 - a. An employee resigning or retiring from the ARRC voluntarily without inducement by the ARRC;
 - b. An employee in any form of leave status;
 - c. An employee who has terminated or termination is pending.
3. Exit Incentives are determined and administered in the same manner as Severance Pay.
4. As a condition of receiving an Exit Incentive the employee(s) must renounce all recall, rehire, and seniority rights prior to receiving an Exit Incentive.

ARTICLE 32 LEAVE RATE OF PAY

A. RATE OF PAY

1. The hourly rate for holiday pay, except for those employees assigned to the Extra Board, will be a basic day at the rate of the class and craft of service assigned, divided by ten (10).
2. The hourly rate for all paid annual, sick, jury duty, Union, and military leave will be the employee's earnings for the previous leave year credited for ARRC Pension Plan or Federal Civil Service Retirement Plan purposes divided by the previous leave year subject-to-retirement hours or the employee's straight time rate of the last job worked, whichever is greater.

B. LEAVE ACCRUAL

1. Base hours for the computation of annual leave and sick leave accruals shall include all hours worked, holiday hours, all annual, paid sick, jury duty, administrative, Union, and military leave hours. Eighty (80) hours is established as the maximum number of base hours an employee may earn per bi-weekly pay period.

2. Employees in active service and available for work, who do not work forty (40) base hours in a week, and are not in any type of non-pay status (LWOP, SWOP, LOA, or AWOL) during that week, and who comply with the provisions of this Agreement, will be credited forty (40) base hours for leave accrual purposes for that week, including the following:
 - a. displaced employees who subsequently mark up on a job but are unable to work due to scheduling;
 - b. employees traveling without pay under the Exercising Seniority Article;
 - c. employees assigned to and marked up on an Extra Board or (or other assignment without fixed or approximate shifts) and not worked;
 - d. employees assigned to jobs with less than forty (40) straight time hours;
 - e. Cases not identified above may be covered by special agreement between the ARRC and the Union.
3. Calculation of base hours in B1 and B2 of this Section will be adjusted to include pay transaction corrections.

ARTICLE 33 ANNUAL LEAVE

A. ACCRUAL

1. Service time for annual leave accrual will be calculated from an employee's date of hire. If date is adjusted, the adjusted date of hire will be used.
2. Time on layoff will not be used in the calculation of service time for leave accrual. Rehired probationary employees terminated for lack of work are considered reinstated and do not re-start their service time for accrual.
3. Employees, who resign, retire, or who are terminated for cause (unless reinstated through the grievance procedure), and are subsequently rehired will have a new hire date for service time calculations.
4. Annual leave accrual shall be at the accrual rate per pay period shown below, multiplied by the percentage of base hours (as defined in the Leave Rate of Pay Article) recorded for that pay period. The percentage is calculated by dividing the number of base hours for that pay period by eighty (80). The results shall be extended to tenths of an hour.

<u>Accrual Rate per Pay Period</u>	<u>Service Time in Years</u>
4 hours	0-3
6 hours*	3-15
8 hours	15 and over
* Except 10 hours on the 25th pay period	

5. Annual leave cannot be advanced. It must be accrued. Employees may only schedule leave that will have accrued when the leave is taken.

B. CARRYOVER

1. Employees shall be allowed to carry over a maximum of two hundred fifty-six (256) hours of annual leave from year to year; the leave year and the tax year shall coincide.
2. The ARRC will cash out an employee for the amount of annual leave in excess of the two hundred fifty-six (256) hour carry-over at the end of the leave year.

C. REQUEST & SCHEDULING

1. Management has the responsibility for the planning and scheduling of annual leave. Requests for annual leave are approved by a seniority basis or in the order received in accordance with the terms of this Section.
2. Leave requests are considered for approval annually on a seniority basis for the leave period of February 1st through January 31st in the following manner:
 - a. The ARRC will accept leave requests not later than December 1st for the first round of leave approval. All first round choices must be forty (40) hours or more. Employees will have all their choices considered for approval. The ARRC will approve the first two available choices (seniority permitting) before moving to the next employee on the applicable roster. The ARRC will publish the results by December 15th. Requests that are not approved in round one are not held as pending requests.
 - b. A second round of leave requests are accepted not earlier than December 15th or later than January 1st. Requests in round two may be for any duration including more than 40 hours. The ARRC will approve the first available choice (seniority permitting) before moving to the next employee on the applicable roster. The process will repeat until all employee requests have been considered and all available leave is issued. Requests not approved in round two are held as pending requests. The ARRC will publish the results by January 15th.
 - c. The ARRC will provide an interactive calendar that allows employees to enter their leave request and view other employees leave requests. The requests entered in the calendar are tentative and may be amended by the employees until the closing date for requests.
 - d. Approved leave is divided between train service and engine service with respect to the anticipated ratio of employees in each craft within the leave period.
 - e. Dual qualified employees will specify which craft seniority to use for consideration of their request. If craft is not specified, the ARRC will decide.
3. Leave requested outside the deadlines of C2 of this Section are considered for approval in the order received without regard to seniority order. Such requests are secondary to those pending approval from C2 of this Section.
4. Leave requests of an emergency nature may be granted before pending leave requests.
5. Employees requesting leave in day-at-a-time or other incidental use are encouraged to make requests in a manner that allows extra board employees to be rested for the vacancy.

D. PAY IN LIEU OF SICK LEAVE

Annual leave pay will be used in lieu of sick leave pay when an employee's sick leave balance has been exhausted.

E. CANCELLATION OF ANNUAL LEAVE

1. Employees are allowed to cancel approved leave as follows:
 - a. Approved leave of forty (40) hours or more may be cancelled entirely with at least seven (7) days' notice prior to the start of the leave.
 - b. Employees may cancel other approved leave at any time.
 - c. Employees are encouraged to provide notification of leave cancellation as early as possible to allow other employees to access leave.
2. An employee whose approved leave is cancelled or modified by the ARRC resulting in a loss of verified out-of-pocket expenses will be reimbursed provided the employee notifies the ARRC within thirty (30) days of cancellation. The ARRC may require receipts for reimbursement.

F. ANNUAL LEAVE PAYMENT

1. Annual leave shall be charged in hourly increments.
2. Effective December 4, 2014, in December of each year, employees may elect to cash out annual leave that will accrue the following leave year under the following conditions:
 - a. The cash out election is irrevocable which means that the elected leave cash out amount shall be unavailable for the employee's use except in case of emergencies as set out below. Otherwise, as the leave accrues, it shall be on hold, unavailable for use, until cashed out as detailed below.
 - b. The annual cash-out election form must be submitted no later than the last day of the leave year for cash out during leave the next leave year. Notice of the deadline for applying for next year's leave cash out will be posted in the T&E bulletin at least two weeks prior to the last day of the leave year.
 - c. The leave cash out amount is limited to the amount of annual leave accrued during the cash out leave year, prior to the first full pay period in October.
 - d. The leave cash out will be paid in the first full pay period in October unless the employee has been laid off prior to October.
 - e. Leave is cashed out at the employee's straight time wage rate held on the last day of the first full period in October of the cash out year, or the employee's leave rate of pay, whichever is greater.
3. Effective December 4, 2014, employees laid off (voluntary or involuntary) retain their accrued annual leave up to a maximum of forty (40) hours and will receive a lump sum payment for their unused balance in excess of 40 hours.
4. Effective December 4, 2014, notwithstanding any limitations in 2.a. above,

employees may request a hardship leave cash-out due to heavy financial need of the employee under the following conditions:

- a. For the purposes of hardship leave cash out, the ARRC will approve requests that meet the following IRS definition of Hardship,
 - i. A severe financial hardship of the participant or resulting from: an illness or accident of the participant, the participant's or spouse, or the participant's dependent (as defined in § 152(a)); loss of the participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the employee.
 - b. The ARRC President and CEO, or designee is the approving officer for hardship cash outs.
 - c. Sufficient substantiating documentation must be supplied to prove the hardship exists and to determine the amount required.
 - d. The sum of all requested hardship leave cash out may not exceed the employee's annual leave balance. MOU 2014-06
5. In the event of separation an employee shall receive a lump sum payment for their unused annual leave balance.
 6. Payment will be made within three (3) days unless otherwise provided on Pay Option Election Form. For layoffs (voluntary or involuntary), accruals for any additional time will be paid on the next regularly processed payroll.
 7. Separation payments will be made in accordance with applicable state law.

ARTICLE 34 SICK LEAVE

A. USE OF

1. An employee who is to be absent due to sick leave shall promptly notify his or her supervisor, or supervisor's designee, with the reason for the absence and probable duration. Failure to do so may result in disciplinary action.
2. It is the employee's obligation to substantiate use of sick leave if requested to do so by a supervisor. Sick leave is for use only in the following circumstances:
 - a. Illness or non-occupational injury.
 - b. Dental, optical, or medical examination or treatment.
 - c. Paternity for maternity related disability situations.
 - d. Qualifying Family Medical Leave Act (FMLA) or State of Alaska Family Leave Act (AFLA) events affecting a member of the employee's immediate family (spouse, child, or parent).
3. Sick leave use under 2d of this Section is subject to the following conditions:

- a. All of the appropriate paperwork and physician statements must have been completed, submitted to the Company, and approved before any sick leave may be used. In any event, the employee must have been off work from their regular assignment for at least four (4) days before any use of sick pay may begin.
- b. In the event the employee has accrued annual leave, the employee must use forty (40) hours of such leave prior to converting to sick leave under the above paragraph.
- c. Use of sick leave for staggered or intermittent FMLA leave under the above conditions shall be at the sole discretion of the employee's supervisor.
- d. In the event the employee exhausts annual and sick leave for such absence, the employee may request unpaid leave under the provisions of Article 38.

B. ACCRUAL

1. Sick leave accrual shall be at the rate of four (4) hours per pay period multiplied by the percentage of base hours (as defined in the Leave Rate of Pay Article) recorded for that pay period. The percentage is calculated by dividing the number of base hours for that pay period by eighty (80). The results shall be extended to tenths of an hour.
2. Unused sick leave hours will accumulate without limit.
3. Sick leave hours will not be advanced.

C. RETIREMENT

1. For employees retiring under the provisions of the ARRC Pension Plan, accumulated sick leave will be added to the employee's benefit service. Employees will be credited for all accumulated sick leave at the rate of 174 hours per credited month.
2. Accumulated sick leave for employees retiring under the provisions of the Federal Civil Service Retirement Plan will be governed by the provisions of that plan.

D. SICK PAY

1. Employees will have access to their accrued sick leave when absent from work due to one or more of the circumstances described in Section A2 of this Article.
2. Sick leave hours shall be charged in one-hour increments.
3. Sick leave balance is the amount of hours accrued at the close of the most recent pay period.
4. Employees who have a sick leave balance of zero (0) must use accrued annual leave when absent from work due to one or more of the circumstances described in Section A2 of this Article.
5. Employees who have a sick leave balance of zero (0) and an annual leave balance of zero (0) are classified as NDMD-LOA per Article 38C of this Agreement when absent from work for one or more of the circumstances

described in Section A2 of this Article.

ARTICLE 35 UNION LEAVE

- A. Union/Management meetings for grievances, hearings, and arbitrations shall be arranged so as to have as little working time lost as possible.
 - 1. If a Union representative must investigate an alleged grievance for processing at Steps 1 and 2 of the grievance procedure, the union representative must request permission from the appropriate supervisor prior to such investigation.
 - a. The supervisor will cooperate with the union representative in arranging the necessary time for the investigation. It is understood that operational needs will influence when the investigation will be permitted.
 - b. If the investigation requires that the union representative conduct the investigation at another location, the supervisor at that other location must agree to a mutually acceptable time to conduct the investigation.
 - 2. Union representatives will clock out during the time they are discussing, presenting, or investigating grievances at Step 3 and subsequent steps of the Grievance Procedure. Union representatives who participate in Step 1 or Step 2 activities of the Grievance Procedure do so at no loss of compensation.
 - 3. At all hearings or meetings called or requested by the ARRC, a union representative(s), grievant(s), and necessary witnesses shall attend with no loss of compensation.
- B. Witnesses called by the Union at step 3 and subsequent steps of the Grievance Procedure will be granted leave without pay or reimbursed union leave to participate in the hearings.
- C. Union representatives may be granted leave (LWOP, reimbursed union leave, or annual leave) to attend union related functions and, subject to operational consideration, will be granted leave without pay or reimbursed union leave to attend ARRC Board of Directors meetings. Upon request, the Union will be provided a copy of the minutes of the Board of Directors meetings.
- D. The ARRC will pay the wages for a union representative to participate in negotiations (including preparation) on this Agreement. Allowable hours will be actual time spent but not exceeding ten (10) hours per day, and no overtime will be allowed. Payment for allowable hours up to and including the first 173 hours will be at the appropriate rate as defined in this Agreement. Payment for time beyond the first 173 hours will be for one-half (1/2) the allowable hours at the appropriate rate. The union representative being paid for one-half (1/2) of the hours will be granted leave (LWOP, reimbursed union leave or annual leave) for the remaining hours. Additional union negotiators will be granted leave (LWOP, reimbursed union leave or annual leave) to participate in negotiations. During negotiations, other benefits provided for in the Agreement shall continue.
 - 1. Whenever negotiations are at the stage that the representatives are no longer needed at negotiations, they will be released by mutual agreement of the Chief Spokesperson for the Union and the Chief Spokesperson for Management.
 - 2. Released employees shall be allowed to return to work, upon notification to their supervisor, where seniority permits.

- E. The ARRC agrees that authorized non-employee union officials, upon request to the labor relations office, will be granted access to the ARRC premises for the purpose of representing the Union on issues relating to terms and conditions of employment.
- F. Employees accepting full-time employment with the Union, locally or internationally, shall be granted an indefinite leave of absence by the ARRC. An employee on leave of absence for this purpose shall accrue seniority and retain such seniority and other benefits granted employees under this Agreement, exclusive of health insurance, life insurance, sick leave, annual leave, and pension plan.
- G. Employees accepting leave of absence under this Article shall have the option of continuing under their present health insurance and life insurance by compensating the ARRC for both the employee and ARRC contributions to such plans. Such employees shall have the option of continuing in their present pension plan subject to applicable pension laws and regulations.
- H. Employees covered by this Agreement shall, upon returning from the authorized leave of absence or extension thereof, be returned to the position their seniority allows.
- I. Designated employees on official union business may be paid by ARRC and the Union will reimburse ARRC for wages, benefits, etc. The Union will provide ARRC with lists of employees who will be paid reimbursed union leave under this paragraph. The ARRC will prepare an invoice for each affected pay period. The amount billed will include earnings, allocated benefits (including, but not limited to, retirement, insurance, FICA, unemployment, and workers compensation), an allocation for annual leave and sick leave, and a 2% administration fee (subject to change). The leave allocation will be calculated as follows: (number of hours reimbursed Union leave/80) X (rate X number of hours leave accrued during the pay period). If payment is not received within 30 days of billing, ARRC reserves the right to deduct the invoice from the biweekly union dues payment collected from the union members and forward to the Union. The ARRC will bill the Union not less than quarterly.

ARTICLE 36 MILITARY LEAVE

- A. Employees in any branch of the United States Armed Forces shall retain their respective seniority status when in compliance with ARRC Policy & Procedure 65-21. Upon return from the military leave the employee must exercise seniority.
- B. Employees who are members of the National Guard or Reserve components of the Armed Forces will be granted military leave up to a maximum of fifteen (15) calendar days per year upon presentation of competent orders for annual training.
- C. Pay and benefits provided to employees during military leave are governed by ARRC Policy & Procedure 65-21.

ARTICLE 37 JURY DUTY LEAVE

- A. Employees must notify the Crew Dispatch Office as soon as the summons for Jury duty has been received. Jury duty leave requests must be supported by a copy of the Court Order or subpoena.

- B. Employees properly summoned for jury duty shall be granted Administrative leave for the time necessary to perform jury duty. Employees will inform the ARRC of the duration of service when known.
- C. Employees shall be released for jury duty except in cases of hardship to the ARRC. In such cases, a request by the ARRC may be made to the court to excuse the employee and postpone the summons.
- D. Employees granted administrative leave for jury duty will have no less than the statutory minimum hours of rest (currently ten (10) hours) before and after completion of jury duty. Rest will begin at time released from jury duty.
 - 1. Employees must confirm time released from jury duty with the Crew Dispatch Office within one hour of time released.
 - 2. Employees are required to attach to the administrative leave claim a statement from the Court Clerk showing the date and time released from jury duty.
- E. Employees may keep all fees and allowances received from the court.

ARTICLE 38 LEAVE WITHOUT PAY/LEAVES OF ABSENCE

A. LEAVE WITHOUT PAY

Leave Without Pay (LWOP) is a non-pay approved absence from work subject to the following conditions:

- 1. LWOP may not exceed thirty (30) calendar days.
- 2. LWOP is voluntary and availability is discretionary and subject to the business needs of the ARRC.
- 3. Employees on LWOP retain accrued leave.
- 4. LWOP will have a fixed start and end date.
- 5. Notwithstanding A1, A2, or A3 of this Section, LWOP may be taken in lieu of annual leave (only to the extent needed after annual leave is exhausted) if an employee's annual leave balance is less than the amount needed for leave already approved and the reduced balance resulted from annual leave used under the provision of Article 34D4.
- 6. Medical, dental and life insurance benefits continue during LWOP on the same cost-sharing basis as provided for in this Agreement.
- 7. Employees on LWOP shall continue to accrue Union seniority and shall retain train passes as provided for in this Agreement.
- 8. Employees on LWOP do not accrue time towards wage step advancement, leave accrual, benefit eligibility, and completion of probationary status.
- 9. Employees returning from LWOP must exercise seniority no later than 2359 hours on the last day of leave if displaced, or are marked up to their existing assignment at 0000 hours the day after leave expires.

10. Employees not reporting for duty after the expiration of LWOP are subject to the voluntary termination provision provided under Article 9C2 of this agreement.

B. DISCRETIONARY LEAVE OF ABSENCE

Discretionary Leave Of Absence (D-LOA) is a non-pay approved absence from work subject to the following conditions:

1. D-LOA is for periods of more than thirty (30) calendar days.
2. D-LOA will have a fixed start and end date.
3. D-LOA is voluntary and availability is discretionary and subject to business needs of the ARRC, unless otherwise provided for in this agreement.
4. Employees must submit a written request using the designated form for D-LOA.
5. Employees granted D-LOA retain their accrued sick leave.
6. Employees granted D-LOA have the option to retain their accrued annual leave up to a maximum of eighty (80) hours.
7. D-LOA shall be granted to serve in an elected or appointed full-time Union or Public Office position.
8. Employees on D-LOA accrue Union seniority and shall retain train passes as provided for in this Agreement.
9. Employees granted D-LOA shall have the option of continuing in the medical, dental, and life insurance plans by compensating the ARRC for both the employee and ARRC contributions to such plans.
10. Employees on D-LOA do not accrue time towards wage step advancement, leave accrual, benefit eligibility, or completion of probationary status.
11. Employees returning from D-LOA must exercise seniority no later than 2359 hours on the last day of leave. Required rules or medical exams must be completed prior to marking up.
12. Employees not reporting for duty after the expiration of D-LOA are subject to the voluntary termination provision provided under Article 9C2 of this agreement.

C. MEDICAL LEAVE OF ABSENCE

Non-Discretionary Medical Leave Of Absence (NDMD-LOA) is non-pay absence from work applicable after an employee has exhausted their sick and annual leave balances and are unable to work due to circumstances described in Article 34A2 of this Agreement, subject to the following conditions:

1. Time on NDMD-LOA and sick/annual leave cannot exceed twenty-four (24) consecutive months from the beginning of an absence due to illness or injury. An employee unable to return to work after the twenty-four (24) month period is considered to have voluntarily terminated or disability retired, whichever is applicable.

2. An employee on NDMD-LOA shall continue to be covered by all medical, dental, and life insurance plans at no cost to the employee for a period of one (1) year. An employee on NDMD-LOA at the expiration of one year has the option of continuing medical, dental, and life insurance by compensating the ARRC for both the employee and ARRC contributions to such plans.
3. Employees on NDMD-LOA accrue seniority and shall retain train passes as provided for in this Agreement.
4. Employees on NDMD-LOA do not accrue time towards wage step advancement, sick and annual leave accrual, benefit eligibility and completion of probationary status.
5. Nothing in this Section is intended to conflict with The Alaska Family Leave Act of 1992 (AFLA), or The Family Medical Leave Act of 1993 (FMLA). AFLA, FMLA, and NDMD-LOA may run concurrently.

ARTICLE 39 ADMINISTRATIVE LEAVE

- A. Administrative leave is an absence from regular duty that has been authorized by the ARRC without loss of compensation or charge to leave. Administrative leave is discretionary and subject to needs of the business as determined by the ARRC.
- B. Employees who are members of jointly recognized committees, and who are excused from regular duties do so without loss of compensation, or charge to annual leave, to attend committee meetings. It is the responsibility of the employee to notify the Crew Dispatch Office of committee schedules in a timely manner.

ARTICLE 40 JOINT UNION MANAGEMENT COMMITTEES

A. INSURANCE COST CONTAINMENT COMMITTEE

1. A committee of two (2) union representatives and two (2) ARRC management representatives will meet quarterly for the purpose of discussing methods to contain medical, dental, and life insurance costs. The ARRC will provide a reasonable amount of time and tools to the representatives to report information to other union members.
2. The Union covered by this Agreement may, or may not, have members on this committee.

B. ON TRACK COUNCIL

It is agreed that the ARRC and the Union will continue to support the efforts of the On Track Council for the duration of this Agreement.

C. WAGES

Employee participation on the Insurance Cost Containment Committee and the On Track Council are done under Administrative Leave without a loss of wages.

ARTICLE 41 INSURANCE PROGRAMS

- A. An employee who has completed ninety (90) days of cumulative service is eligible for medical and life insurance coverage beginning the ninety-first (91st) day of service.
- B. Health Insurance The ARRC will provide employees with a group medical, life and accidental death & dismemberment insurance plan which provides coverage under Aetna Group Contract GP 397703 or a plan that provides the same coverage and benefits through December 31, 2017, and then as outlined in D. below for the duration of the Agreement. Where the phrase “life insurance” is used in this Agreement, it is understood that this includes all life insurance options and accidental death & dismemberment insurance.
- C. The ARRC will pay ninety (90) percent of premiums for participating employees for the group medical insurance plan. Employees will pay the remaining ten (10) percent of the premium costs. Effective March 6, 2016 – December 9, 2017, the ARRC will pay eighty-five (85) percent of premiums for participating employees for the group medical insurance plan. Employees will pay the remaining fifteen (15) percent of the premium costs.
- D. Health Insurance Blue and Gold Plans Effective 1/1/2018
1. In November 2017, eligible employees may select health coverage (medical, prescription drug, vision and hearing) under the ARRC’s Blue Plan or Gold Plan. The selected plan will be effective January 1, 2018. An open enrollment period beginning in November of each year will afford eligible employees the opportunity to select their plan options for the following year.
 2. Effective January 1, 2018, the ARRC will pay eighty (80) percent of the premium for the Blue Plan and eighty-five (85) percent of the premium for the Gold Plan for participating employees. Employees will pay the remaining percentage of the selected health premium plan costs.
- E. **Blue Plan with Premium Adjustment** - Eligible employees enrolled in the Blue Plan will have the ARRC’s share of the bi-weekly health premium increased by the following amounts based on the selected coverage tier as follows:

2018		2019		2020	
12/10/2017 – 12/8/2018		12/9/2018 – 12/7/2019		12/8/2019 – 12/5/2020	
ARRC	Coverage Tier	ARRC	Coverage Tier	ARRC	Coverage Tier
\$15	Employee only	\$10	Employee only	\$5	Employee only
\$30	Employee & one	\$25	Employee & one	\$20	Employee & one
\$50	Employee & family	\$45	Employee & family	\$40	Employee & family

1. The ARRC paid Health Premium Adjustment ends December 5, 2020.
 2. Employees who do not pay their bi-weekly health premium will not receive the ARRC health premium adjustments.
- F. **Gold Plan with Health Savings Account** - Eligible employees enrolled in the Gold Plan will participate in a Health Savings Account (HSA), and the ARRC will contribute to the eligible employees’ HSA’s up to the following annual amount:

Employee only - \$500
Employee & one - \$1,000
Employee & family - \$1,500

1. The above are annual amounts paid to employees eligible for health from January to December of each year and payments are made 50% in January and 50% in July.
 2. Seasonal Employees: Employees hired or returning for seasonal work or employees who return from layoff or a leave of absence, and become eligible for health insurance coverage will have their annual amount prorated and paid in accordance with Side Letter #5.
 3. New Hires: ARRC HSA contributions for year-around new employees are prorated based on the number of health eligible months in the new hire year (excludes the first 90 days of employment). Contribution of 50% of the prorated amount will be paid in the first pay period after eligibility and the remaining 50% will be made at the mid-point in the remainder of that employee's year. For example, employee is hired April 1 and is eligible for health coverage the 91st day of employment, or June 30. The employee will have 6 months of eligible health coverage to year-end. The employee is eligible for 50% of the annual HSA contribution; ½ is credited in July and the balance is credited in October. Newly hired seasonal employees will receive HSA contributions as described in 2 above.
 4. Funds remaining in an employee's HSA carry over to the next year.
 5. Funds remaining in an employee's HSA go with the employee upon termination.
 6. Eligible employees may make additional pre-tax contributions to the HSA up to the annual maximum approved by law. Contributions are on the payroll bi-weekly basis, and may be changed no more frequently than monthly.
- G. To the extent that the Union determines that its members will participate in the Railway Employees National Dental Plan, Aetna GP 1200, the ARRC will take the appropriate employee(s) deductions and transmit funds to the insurance carrier. All employees must participate in this Plan at their expense.
- H. Eligible employees may participate in life insurance plans. Premiums for Basic and Accidental life are paid on a shared basis: Two-thirds (2/3) paid by the employee and one-third (1/3) paid by the ARRC. Supplemental insurance premiums are paid one hundred (100) percent by the employee.
- I. If allowed for by law, the ARRC will allow employees covered by this Agreement to pay their portion of medical insurance premiums and Basic and Accidental life insurance with pre-tax dollars.
- J. All medical, dental, and life insurance coverage will continue during periods of disability covered by Workers' Compensation at no cost to the employee.
- K. Regular employees who are on layoff shall have the option of continuing medical, dental, and life insurance by compensating the ARRC for both the employee and ARRC contributions to such plans while on layoff.
- L. Retiree Health Insurance
1. Employees hired on or after March 4, 2016, are not eligible for retiree medical.

2. Employees hired before March 4, 2016, are eligible for retiree medical premium share of 60%/40% employer at age 58.
 3. Employees laid off before March 4, 2016, who return from lay off are eligible for retiree medical in accordance with L2 of this section.
 4. Retirees are not eligible for health premium adjustment or HSA contributions.
 5. Employees hired before March 4, 2016, who retire at age 58 or older under the ARRC Retirement Plan Tier 1, or within the Federal Civil Service Retirement System, or on a disability retirement shall have the option of continuing medical insurance into retirement, and may do so by paying sixty (60) percent of the insurance premium. Medicare will become the primary carrier and the ARRC medical insurance the supplemental carrier when a retiree becomes eligible for enrollment in Medicare hospitalization insurance based on employment.
 6. When the ARRC medical insurance becomes supplemental to Medicare, the ARRC medical insurance premium will be adjusted accordingly, with the retiree paying sixty (60) percent of the adjusted premium.
- M. Employees who retire other than under Section L. above shall have the option of continuing medical insurance into retirement by compensating the ARRC for both the employee and ARRC contributions to such plan. If the retiree continues enrollment in the medical insurance plan until eligible to retire under any of the conditions in Section I above, the retiree shall be eligible for coverage under Section L. above.
- N. Employees who elect to continue their medical insurance into retirement under the terms of Section L. or Section M. above will continue to receive their medical insurance under the terms of this contract for the duration of their retirement.
- O. After the death of an employee/retiree, certain surviving annuitants and family members will have the option of continuing their enrollment in the corporation's medical insurance plan on the same cost-sharing basis as in Section L. above.
1. For the purpose of this section:
 - a. "Employee/Retiree" shall mean either a regular employee of the Alaska Railroad Corporation who is vested in the CSRS or the ARRC Pension Plan Tier 1, or a retired employee of the ARRC who is receiving an annuity from either plan.
 - b. "Surviving Annuitant" shall mean a deceased employee/retiree's spouse who is entitled to a monthly annuity from either the CSRS or the ARRC Pension Plan Tier 1. In the case of a CSRS participant or retiree, "annuitant" shall also mean any child who is eligible to receive an annuity from the CSRS after the employee/retiree's death.
 - c. "Surviving Family Members" shall mean the surviving dependents (as defined by the individual plan) of the employee/retiree who were enrolled in the medical insurance plan at the time of the employee/retiree's death.
 2. Both the following requirements must be met for a surviving family member(s) to qualify for continuing ARRC group medical enrollment as described in this paragraph:

- a. The deceased employee/retiree and the surviving family member(s) must be enrolled in the plan at the time of the employee/retiree's death; and
 - b. At least one of the surviving family members must be entitled to and receiving an annuity from the ARRC Pension Plan Tier 1 or the CSRS.
3. In addition to the above, surviving dependent children of an employee/retiree, who was a participant in the ARRC Pension Plan Tier 1, will be entitled to medical insurance plans and cost sharing on the same basis as dependent children of an employee/retiree who was a participant in the CSRS pension plan except without the requirement of O2b of this Section.
- P. Recommendations of the Cost Containment Committee shall be submitted to all participating represented employees covered by the same plan(s) who shall have the opportunity to vote on such recommendation. The will of the majority of those voting to accept or reject the recommendation shall prevail, and such recommendation shall be implemented as soon as possible.
- Q. The ARRC will allow eligible employees to participate in a flexible spending account plan and a dependent care account plan.

ARTICLE 42 PENSION PLAN

- A. Employees covered by this Agreement will participate in a pension plan.
- B. Employees who are not in the Federal Civil Service Retirement Plan and who are hired or before March 4, 2016, are included in the Alaska Railroad Corporate Pension Plan Tier 1.
- C. Employees covered by this Agreement who are hired on or after March 4, 2016, will participate in the Alaska Railroad Corporation Pension Plan Tier 2. Employee contributions will begin on the first day of employment and will be made thereafter on a bi-weekly basis from "subject-to-retirement" earnings within the pay period.
- D. A Pension Committee comprised of two management representatives, two labor representatives, and the Manager of Benefits and Records, shall administer the Alaska Railroad Corporation Pension Plan. A member of the Union may, or may not, be a representative to the Pension Committee.
- E. If, during a week, forty (40) straight time, or "regularized", hours are achieved by an employee, then forty (40) hours will be credited to the employees' pension account.

ARTICLE 43 SAVINGS PLAN

- A. Employees covered by this Agreement who have accrued five hundred and twenty (520) subject to retirement hours are eligible to participate in the ARRC 401(k) Savings Plan for Represented Employees (hereinafter "The Plan").
- B. Employees covered by this Agreement, and eligible to participate in The Plan, may make pre-tax and/or Roth contributions, subject to the annual maximum allowed under the law.
- C. For purposes of The Plan, the basis for employee contributions shall be "gross earnings" as defined below:

Earnings for each Plan Year shall mean gross pay paid to an employee by the Employer, excluding car allowance, meals, severance pay, termination pay, injury pay, and "other" pay (as defined by the Company), and including any salary reduction amounts under Section 3, "picked up" contributions to a retirement plan pursuant to Section 414(h) of the Code, and any employee salary reduction contributions to any other benefit plan of the Employer.

Earnings shall not include accumulated, unused sick leave or annual leave (vacation) upon termination, personal leave or annual leave cash in, or severance or release pay. Earnings shall not include amounts attributable to any period of employment when the employee is not an Eligible Employee.

- D. To the extent allowed under the law, eligible employees are allowed to participate in the "catch-up" provision provided in the 401(k) tax code.
- E. Participating employees may defer a maximum of fifty (50) percent of earnings (as defined above) into The Plan, subject to the annual dollar limitations provided by law.
- F. Employees who terminate or retire from the ARRC may elect to roll their accounts into any of the retirement vehicles provided by law, i.e. IRA's, other 401(k) Plans, 403(b) Plans, governmental 457 Plans and other qualified plans. Rollovers into The Plan are limited to other 401(k) Plans and conduit IRA's.
- G. Rollover balances from another plan will be ignored in determining whether an employee's account balance is de minimus (less than \$1,000).

ARTICLE 44 GRIEVANCE PROCEDURE

A. EXCLUSIVE PROCEDURE

The purpose of this Article is to provide the exclusive procedure for the settlement of grievances. A grievance under this Article is defined as a dispute between the parties as to the interpretation or application of this Agreement.

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

B. SETTLEMENT AT LOWEST LEVEL

The parties agree that most grievances arise from misunderstandings or disputes that can be settled promptly and satisfactorily at the first level of supervision. Every

effort will be made to resolve grievances at the lowest level without fear of retaliation.

The initiation of a grievance in good faith should not cast any reflection of an employee's standing with the supervisor or the loyalty or desirability to the ARRC, nor should the grievance be considered as a reflection on the employee's supervisor.

C. TIME LIMITS FOR SUBMITTING GRIEVANCES

1. Any time limits within the grievance procedure may be extended by mutual consent. When such requests are made for an extension, it will be in writing and presented prior to the expiration of the time for which the extension was requested. Oral requests for extension will also be considered by mutual agreement.
2. A grievance at Step 1 must be submitted to the ARRC within:
 - a. Thirty (30) working days from the date of the occurrence of the action or incident that gave rise to the grievance.
 - b. Thirty (30) working days from the date the employee became aware or should have become aware of being aggrieved.
3. A grievance at Step 2 must be submitted to the ARRC within:
 - a. The concurrent time limits specified in C2a and C2b of this Section if discussed with the supervisor in lieu of submitting a written grievance at Step 1.
 - b. Ten (10) working days from the receipt of the Step 1 written decision.
 - c. Ten (10) working days from the date a suspension begins.
4. A grievance at Step 3 must be submitted to the ARRC within:
 - a. Ten (10) working days from the date of termination.
 - b. Ten (10) working days from receipt of the Step 2 written decision.
5. If the Union fails to submit or advance a grievance in a timely manner, the grievance is not processed and shall be closed by the decision rendered at the previous step. If there is no previous step the grievance is moot and not processed further.

D. PROCEDURE

1. Step 1: If the Union alleges a dispute over the interpretation or application of this agreement, they may either:
 - a. Meet and/or discuss the issue with the Supervisor to attempt resolution. If the issue is satisfactorily resolved and a written grievance is not submitted, the issue will not be recorded as a grievance.
 - b. Submit a written grievance with the immediate supervisor and a copy to the Labor Relations Office.

The parties expect that most grievances will be resolved at this step.

If a written grievance is submitted, the supervisor will issue a written decision to the Union within ten (10) working days of receipt of the grievance.

2. Step 2: If an issue is not resolved at Step 1 and the Union elects to pursue the grievance, it must submit a written grievance to a Senior Officer of Transportation and a copy to the Labor Relations Department.

The written decision of the Senior Officer of Transportation or their designee will be given to the Union within ten (10) working days following receipt of the grievance.

The grievance of a suspension will be initially processed at Step 2.

3. Step 3: If an issue is not resolved at Step 2 and the Union elects to pursue the grievance, it must submit the grievance to the Labor Relations Office.

A grievance at step three requires a hearing. Unless the Union waives the hearing, the hearing will be mutually scheduled to occur not more than thirty (30) working days from the submission at step three. The grievant(s) may accompany the Union representative at such a hearing.

If the Union desires a transcript of the hearing, they will independently arrange for a Court Reporter to be present.

The written decision of the Senior Labor Relations Officer or their designee will be given to the Union within ten (10) working days from the date the hearing was held or within ten (10) working days following receipt of the grievance if the hearing is waived.

The grievance of a termination will be initially processed at Step 3.

4. Step 4: If the grievance is not satisfactorily settled by the Step 3 decision the Union may refer the matter to arbitration.
5. The Union will submit a written grievance using the "Standard Grievance Form" available on the ARRC intranet or from the Labor Relations Office. Grievances submitted in writing must include:
 - a. Union representative, Claimant name(s) and work location.
 - b. A summary of the incident or matter in question.
 - c. The specific section of the Agreement allegedly violated.
 - d. The relief sought.
6. The ARRC will include an explanation referencing provisions of the agreement that were alleged to have been violated when written grievances are denied.
7. If the ARRC fails to reply to a grievance in a timely manner as prescribed in this Section, the relief sought will be granted within thirty (30) calendar days.

E. DELIVERY METHODS

Grievances and grievance responses are submitted, or delivered as follows to the designated official, or address, in the applicable step:

1. Facsimile, or
2. E-mail attachment, or
3. Certified Mail, or
4. Personal delivery

ARTICLE 45 DISCIPLINE

A. DISCIPLINARY ACTIONS

Disciplinary Actions: Notation of Oral Warning, Letter of Reprimand, Suspension, and Termination.

B. CAUTIONARY LETTER

A Cautionary Letter is notice to an employee that their behavior is not acceptable. Such letters are not grievable. Employees may append a cautionary letter with a written rebuttal.

C. JUST CAUSE

Disciplinary action will be taken only for just cause.

D. PROGRESSIVE DISCIPLINE

1. The parties subscribe to the principles of progressive discipline. Discipline will be applied in a fair and equitable manner and consistent with the nature of the offense and the employee's record.
2. Disciplinary actions over five (5) years old will not be considered in a current disciplinary action.

E. TIMELY DISCIPLINE

1. Notations of Oral Warning and Letters of Reprimand assessed without a formal hearing must be issued within thirty (30) calendar days of knowledge by the ARRC of the alleged offense or incident.
2. Discipline assessed as a result of a formal hearing must be issued within ten (10) calendar days from the date the hearing officer's decision is rendered. If a suspension is assessed it will begin within thirty (30) calendar days of the hearing officer's decision.
3. Issued is defined as the time a record of discipline is available for signature at the employee's home terminal.
4. The ARRC and the Union may agree to extend the time limits specified in this Article.

F. RECORD OF DISCIPLINE

1. The employee is required to acknowledge receipt of a record of discipline or cautionary letter with a signature. A copy signed by the employee will be placed in the employee's Official Personnel File (OPF).
2. A copy (electronic or otherwise) of a disciplinary action or cautionary letter will be sent to the Union when issued.
3. Upon the employee's request, record(s) of discipline over five (5) years old will be removed from their OPF.
4. Employees will have access to their OPF including medical records.

G. FORMAL HEARING

1. Formal Hearing

- a. Discipline for behavior that the ARRC alleges warrants suspension or termination requires a formal hearing.
- b. A charged employee may waive the right to a formal hearing. The employee is then subject to discipline without a hearing. Waiving a hearing requires written agreement with the employee, the Union and the ARRC.
- c. The formal hearing will be held at the charged employee's home terminal or a location that will minimally interfere with the work schedule.

2. Notification

- a. Written notice of the formal hearing including the specific charge(s) and pertinent information used in the decision to charge an employee with an offense will be provided to the Union and the employee at least five (5) calendar days prior to the hearing. Up to five (5) additional calendar days will be granted when requested by the Union not less than forty-eight (48) hours prior to the hearing.
- b. The formal hearing will be held within thirty (30) calendar days of knowledge by the ARRC of the alleged offense or incident. If additional days are requested by the Union (as in G2a of this Section), the thirty (30) day period is extended by an amount equal to the extension requested.
- c. If a charged employee is unavailable for a formal hearing due to leave or layoff they will have the time limits specified in G2b of this Section interrupted during their absence and resumed upon their return to duty. This provision does not relieve the ARRC from the responsibility to attempt notification of a charged employee; however, the employee is not compelled to appear during their absence. Time limits for other employees charged in connection with the same incident who are not on leave or layoff are not altered.

3. Representation

- a. Each employee charged may be represented at a formal hearing by another ARRC Union represented employee, or the charged employee may opt for self-representation.

- b. An ARRC employed representative of the Union may attend to observe the formal hearing to assure it is held in accordance with this Agreement if the charged employee opts for self-representation.
- c. Administrative leave will be granted to the charged employee, witnesses, the ARRC Union employee representative, or observer for attendance at the hearing in accordance with the leave provisions of this Agreement.

4. Transcripts

A transcript of the proceedings will be provided to the Union at no cost. The Union will be permitted to record the proceeding.

5. Results

- a. The hearing officer's decision must be rendered within fifteen (15) calendar days from the date of the hearing.
- b. A copy of the hearing officer's decision will be given to the Union.
- c. In lieu of serving a suspension without pay, an employee may access accrued annual leave.
- d. If the final disposition of the formal hearing is that all or a portion of the alleged charges are not sustained the employee's record shall be cleared or modified and the record will reflect the decision.

H. SUSPENSION PENDING HEARING AND DISCIPLINE

- 1. The ARRC can suspend an employee(s) with pay pending a formal hearing and the final disposition of the incident by placing them on administrative leave.
- 2. The ARRC can suspend a charged employee from service without pay pending a formal hearing and disciplinary decision based on the egregious nature of the offense or when the employee's current disciplinary record combined with the alleged offense would likely result in termination.
 - a. To suspend an employee from service without pay pending a formal hearing and disciplinary decision requires the approval of an ARRC officer.
 - b. If the disciplinary decision is not rendered within fifteen (15) calendar days from the date of the hearing, the employee's leave status will be changed from suspension without pay to administrative leave until the decision is rendered.
 - c. If the incident investigation or decision based on the formal hearing is that the suspension was not warranted, the employee will be returned to work with full pay and benefits for the time lost due to the suspension; and the record of the suspension will be removed from the employee's personnel file.

I. APPLICABILITY

This article only applies to employees who have completed their probationary period.

J. NO DISCIPLINE FOR INJURY

No employee will be disciplined or dismissed solely because of being injured on the job. However, this does not preclude the ARRC from issuing appropriate discipline for safety violations even if the violation resulted in an injury to the employee.

ARTICLE 46 ARBITRATION

A. ARBITRAL MATTERS

If the ARRC and the Union fail to settle any grievance arising under the grievance procedure with respect to the interpretation, application, or alleged violation of this Agreement, such dispute shall, upon written notice by the party requesting arbitration to the other party, be referred to arbitration. Such written request must be submitted not later than thirty (30) calendar days following the conclusion of the final step of the grievance procedure.

B. SELECTION OF ARBITRATOR

1. Within thirty (30) calendar days of signing this Agreement, the ARRC and the Union shall meet to revise, and thereafter maintain, a standing list of thirteen (13) arbitrators. The list will consist of arbitrators who have indicated that they are willing to schedule a hearing within sixty (60) days of a request to hold a hearing. Within ten (10) calendar days of a request to arbitrate a grievance, the parties to the grievance shall meet for the purpose of selecting an arbitrator from the list. If the parties cannot agree on an arbitrator from the list, the parties will each strike one name from the list and shall then repeat this procedure until one name remains. The party to strike the first will be determined by the flip of a coin. The name remaining shall become the duly selected arbitrator.
2. Within thirty (30) calendar days of the Union's written request to arbitrate the grievance, the Union must take verifiable affirmative action to select an arbitrator. Absent verifiable affirmative action to select an arbitrator by the Union renders the grievance moot and no further action can be taken by the Union.

C. PRESENTATION OF ISSUE

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

D. HEARING

The arbitration hearing will be held during the regular day shift hours of the basic work week. Upon the request of either party, or the arbitrator, the arbitration proceedings will be recorded. The party requesting the recording shall bear the cost. Union representatives will be granted leave to participate in the arbitration procedure in accordance with the leave procedures of this Agreement. If the parties agree, the arbitrator will be requested to render a bench decision on the case with a written award within two weeks, but not later than thirty (30) days following the conclusion of the hearing.

E. JURISDICTION OF ARBITRATION

The arbitrator shall have jurisdiction and authority to interpret this Agreement and to apply it to the particular case under consideration, but shall have no authority to add

to, subtract from, or modify the terms of this Agreement, and shall confine the findings to the question submitted.

F. BINDING AWARD

The award of the arbitrator shall be binding on the parties.

G. FEE OF ARBITRATOR

The fee and expenses of the arbitrator shall be shared equally by the parties to the arbitration.

ARTICLE 47 DRUG AND ALCOHOL

A. POLICY

1. The ARRC and the Union agree that safety is of paramount concern. Furthermore, the parties agree that a drug and alcohol free environment is an essential element in maintaining a safe work place. Therefore any employee found to have tested positive (tests performed under FRA or ARRC authority) for drugs and/or alcohol will lose all seniority and employment rights at the ARRC.
2. Voluntary Referral and Co-Worker Report, as set forth in this Article, are the only methods available for an employee to address drug use and/or alcohol dependency and there through preserve an employment relationship with the ARRC.
3. Nothing in this Article is intended to diminish the rights an employee is provided under Article 45F of this Agreement, 49 CFR Parts 219.403 (Voluntary Referral) and 219.405 (Co-Worker Report).
4. Nothing in this Article is intended to restrict or preclude the ARRC from handling as a disciplinary matter any other violations of ARRC rule/policy or Federal Regulation governing pre-duty use, on-duty use or possession of, drugs and/or alcohol which may arguably not be comprehended by this rule.

B. VOLUNTARY REFERRAL

1. Any employee covered by this Agreement who believes he or she may have a drug and/or alcohol problem may voluntarily seek assistance by contacting an ARRC Employee Assistance Program (EAP) provider or an EAP Counselor (or other qualified Counselor) directly or by obtaining a referral to an EAP Counselor from the employee's Supervisor, Union Representative, or the ARRC Drug & Alcohol Program Administrator, either:
 - a. During non-duty hours and off ARRC property.
 - b. While unimpaired and otherwise in compliance with the ARRC's Drug and Alcohol Policy 64-3 and GCOR Rule 1.5.
2. The ARRC will treat the referral and subsequent handling (including evaluation, counseling, treatment, and aftercare) as confidential. However, confidentiality is waived if the ARRC is informed by the EAP Counselor (or other qualified Counselor) that the employee has failed to cooperate in a recommended course

of treatment. Confidentiality is also waived if the employee is involved in a separate, subsequent drug and/or alcohol related disciplinary offense.

3. The ARRC will grant a voluntarily referring employee a leave of absence for the period necessary to complete primary treatment and establish control over the employee's drug and/or alcohol problem. The period of leave will be up to forty-five (45) calendar days if necessary for the purposes of meeting initial treatment needs. The employee may be paid leave in accordance with the leave provisions of this Agreement, take leave without pay, or any combination thereof.
4. An employee will be returned to work on the recommendation of the EAP Counselor (or other qualified Counselor) or the ARRC may require a return to duty medical examination.
5. Employees who have voluntarily referred themselves for treatment of drug and/or alcohol problems under the terms of this Section remain eligible for voluntary referral or a Co-Worker Report.

C. CO-WORKER REPORT

A requirement of the Co-Worker Report Program is the cooperation of the reported co-worker with the terms and conditions set forth in this section. If at any time the reported employee refuses to cooperate, he or she will no longer be afforded the protections of the program. However, if the Supervisor or Officer would have almost instantaneously discovered the employee's Rule 1.5 violation on his/her own, a Co-Worker Report cannot attempt to use the program as a means of protecting the employee or avoiding disciplinary action for that employee.

1. A co-worker (as defined in 49 CFR part 219.5) who believes that another co-worker is unsafe to work with, or is, or appears to be in violation of GCOR Rule 1.5 and/or the ARRC Drug and Alcohol Policy 64-3, may promptly contact a Supervisor or Officer to report the circumstances. The Supervisor or Officer will promptly make a determination as to whether the employee appears to be in violation of Federal Regulation or ARRC rule or policy and is governed by the following:
 - a. If the Supervisor or Officer determines the reported employee appears to be exhibiting signs and/or symptoms of drugs and/or alcohol, the employee will be notified that he or she is removed from service due to a co-worker report and the following will apply:
 1. After notifying the employee he or she is removed from service, the Supervisor or Officer will ask the employee if he or she is willing to waive further investigation on the apparent violation(s) and agree to participate in the Co-Worker Report Program (Program).
 2. If the reported employee agrees to comply with the Program, further investigation and disciplinary action will be withheld. The employee will be informed of the Program requirements by the Supervisor or Officer and tied-up.
 3. If the reported employee does not agree to waive further investigation and participate in the Program he or she will be required to submit to a reasonable suspicion drug and/or alcohol test prior to tie-up. If the employee's drug and/or alcohol test result is positive, the employee will be charged with a violation of the applicable rules and/or regulations and be

subject to termination of their employment. If the test result is negative, the employee will be returned to service promptly with no loss of wages or benefits.

4. An employee removed from service under this Section will be transported to his or her residence or place of lodging at no cost to the employee.
 5. An employee removed from service under this Section who agrees to waive further investigation and comply with the Program will receive lost wages for the remainder of the tour of duty he or she was within when removed from service.
- b. If the Supervisor or Officer determines the reported individual does not appear to be exhibiting signs and/or symptoms of drugs and/or alcohol, the employee will be promptly returned to work with no loss of wages.
2. The employee who agrees to participate in the Program must contact the ARRC's Employee Assistance Program (EAP) provider within three (3) working days following the date notified of the co-worker report.
 3. The employee must cooperate with the EAP Counselor to determine his/her treatment needs. The employee will be governed by the determination of the EAP Counselor as follows:
 - a. If the EAP Counselor determines that employee assistance counseling or treatment is required:
 1. The employee must abide by and complete the course of treatment as determined by the EAP Counselor.
 2. A period of leave not less than forty-five (45) calendar days will be granted, if that period is necessary for the purpose of meeting initial treatment needs.
 3. The employee will be returned to service promptly after a favorable recommendation from the EAP Counselor that the employee has established control over the drug and/or alcohol abuse problem.
 4. After returning to service and as a further condition of withholding discipline, the employee may be required to participate in a reasonable program of follow-up treatment as mandated by the EAP Counselor for a period not to exceed that allowed under 49 CFR 219.405 (co-worker report policy) from the date the employee was originally removed from service. If the EAP Counselor recommends follow-up drug and/or alcohol testing for a period of time, time spent on layoff or on a leave of absence is bridged for the purpose of satisfying the testing duration.
 - b. If the EAP Counselor determines that the employee is not in need of employee assistance counseling or treatment, the employee shall be promptly returned to service.
 4. An employee who agrees to participate in the Program may be paid leave in accordance with the leave provisions of this Agreement, take leave without pay, or any combination thereof.

5. An employee, who agrees to participate in the Program, but fails to make the appointment, fails to appear for the appointment, or fails to obtain a determination by the EAP Counselor regarding the employee's treatment needs will be considered to have voluntarily forfeited all seniority and employment rights with the ARRC.
6. Continued employment under the terms of Co-Worker Report is a one-time opportunity. A subsequent violation of Federal Regulation, GCOR Rule 1.5, and/or ARRC Drug and Alcohol Policy 64-3 will result in termination of employment.
7. An employee(s) reporting a co-worker will not be identified or called as a witness if a formal hearing is held.

D. MANDATORY REFERRAL FOR OFF-DUTY DUI

49 CFR Parts 240 and 242 address the requirements for certification of Locomotive Engineers, Conductors, and persons seeking certification as Locomotive Engineers and sets forth specific actions required of employees who have been convicted of off-duty DUI's. The ARRC and the Union agree that compliance with 49 CFR Parts 240 and 242 by employees covered under this Agreement is required, and failure to meet the reporting timeframes, comply with the mandatory referral process, and follow the EAP Counselor recommendations may be grounds for disciplinary action, up to and including termination. If the EAP Counselor recommends follow-up drug and/or alcohol testing for a period of time, time spent on layoff or on a leave of absence is bridged for the purpose of satisfying the testing duration.

ARTICLE 48 ON-THE-JOB INJURY COMPENSATION

- A. Employees are covered by the Alaska Workers' Compensation Act, AS 23.30.005 et. seq. and are entitled to benefits under said Act. The ARRC agrees to abide by all obligations imposed upon it by the Alaska Worker's Compensation Act.
- B. In addition, an employee who misses work for twenty-eight (28) days or less due to an on-the-job injury will be entitled to a payment for the first three days not covered by Workers' Compensation provided that a determination of compensability has been made.
 1. Pay for such time missed from work shall be paid at the employee's regular rate of pay at the time of the injury.
 2. In order to be eligible for said pay, the injured employee must have:
 - a. suffered an on-the-job injury, and
 - b. the employee's treating physician must provide ARRC with a written statement that the employee's absence was due to the on the job injury.
- C. The ARRC may offer light duty assignments.
 1. Light duty assignments must be authorized by the treating physician and the employee's supervisor.
 2. Light duty assignments will be restricted to meet the physical restrictions imposed by the treating physician.

- D. Absence more than thirty-six (36) months for an on-the-job injury.(Old Side Letter 2)

Employees receiving workers' compensation benefits as a result of an on-the-job injury will retain their employment status for a maximum period of thirty-six (36) months. Employees unable to return to work after thirty-six (36) consecutive months are considered to have voluntarily terminated their employment, or retired with disability, whichever is applicable.

ARTICLE 49 SUBCONTRACTING

- A. The Union recognizes the ARRC's right to purchase goods and services from any source. The ARRC recognizes its responsibility to give consideration to the job stability of employees as one of the factors in reaching these decisions. Therefore, these decisions will not be made for the purpose of laying off employees. It is further understood that subcontracting will not be used by the ARRC to avoid its obligations under this Agreement nor as a means of reducing the scope of the Union.
- B. Except in emergency situations, if the subcontracting will result in a layoff or avoid the need for a recall when the work is estimated to exceed ten (10) calendar days, the ARRC will furnish the Union, Requests For Proposals (RFP) for work of the type and nature that is normally within the jurisdiction of the Union. If the Union desires to meet on the RFP, the request must be made prior to the closing date of the RFP. If a meeting is requested, the ARRC and the Union will meet prior to the ARRC issuing a notice of intent to award and will provide all pertinent information available. If the parties are unable to reach an agreement at such conference, the ARRC may proceed to subcontract the work. In that event, the ARRC will provide a copy of the contract to the Union within five (5) calendar days of the awarding of the contract.

For Requests For Proposals (RFP) not covered above, the ARRC will furnish the affected RFP for work of the type and nature that is normally within the jurisdiction of the Union. The ARRC will meet with the Union on request.

- C. The ARRC shall have the right to subcontract work of less than ten (10) calendar days for reasons it deems prudent. If this subcontracting will avoid the need for a recall, the ARRC will give the Union written notice within five (5) calendar days of the awarding of the contract, together with a copy of the contract.
- D. If the work to be subcontracted is estimated to require ten (10) calendar days or more to complete, the subcontracting will only be done when (1) managerial skills are not available on the property; or (2) skilled personnel are not available on the property from active or laid off employees; or (3) required adequate equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel, or equipment available on the property; or (5) such work cannot be performed by the ARRC at a reasonably competitive cost. "Reasonably competitive" shall be defined to mean "not more than five percent (5%) in total cost above the cost of the proposed subcontract." If the subcontracting should result in a layoff, the percentage will be seven percent (7%).
- E. The foregoing limitations on the ARRC's right to subcontract shall not apply to normal warranty work. Extended warranty and equipment maintenance agreements entered into with regard to new equipment will be subject to the above provisions.

ARTICLE 50 TRAIN PASSES

Upon request, employees, retirees, and dependents will be issued train passes on ARRC owned and operated passenger trains in accordance with Policy & Procedure 44-1.

ARTICLE 51 ARRC POLICIES

- A. At least fourteen (14) calendar days prior to the implementation of any policy, rule, or regulation applicable to Union members, the ARRC will provide a copy of the policy, rule, or regulation to the Union.
- B. Upon request, the ARRC will meet and confer with the Union, at a mutually acceptable time, to discuss the policy, rule or regulation.

ARTICLE 52 PRINTING THE AGREEMENT

The ARRC will provide the Union with one copy of the Agreement for each UTU represented employee on the effective date of the Agreement without cost to the employee or the Union. As part of the new employee orientation the ARRC will provide one (1) copy of the Agreement to new employees without cost to the employee. One complete large (i.e., 8.5 inches x 11 inches) copy will be provided for each Union representative.

ARTICLE 53 DURATION and SCOPE

This Agreement was effective 0000 hours on February 26, 2012, and was to remain in full force and effect until 2359 hours on February 25, 2018. On February 27, 2016, the membership ratified MOU 2016-02 UTU Contract Extension with Wages and Benefits. The ARRC Board approved the Contract Extension effective 0000 hours on March 4, 2016, thru February 26, 2021. This Extended Agreement incorporates the wages and benefit changes.

This Agreement shall continue in force and effect from year to year thereafter unless either party gives written notice to the other, not more than ninety (90) or less than sixty (60) days prior to the expiration of this Agreement, or any annual anniversary date thereafter, of its intent to amend or modify this Agreement. Notwithstanding the above, this Agreement may at any time be reopened, supplemented, or amended, but only by mutual consent of the parties.

This Agreement replaces and supersedes all prior agreements, Memorandums of Understanding, letters of intent, and past practices, whether they be implicit or explicit, memorialized or not. The parties agree that this is a complete document and the terms and conditions enumerated herein constitute the full extent of the Agreement.

Furthermore, the ARRC and the UTU agree to honor and uphold their respective obligations under AS 42.40.

In witness thereof, the Alaska Railroad Corporation, and the United Transportation Union, Local 1626, through their respective duly authorized representatives have caused this Contract Extension Agreement to be executed on this the fourth day of March, 2016.

FOR THE ARRC:

FOR THE UNION:

Bill O'Leary
President & CEO

Jefferson "Lee" Davis
General Chairman

Debra English
Chief Spokesperson

Stephen M. Cain
Negotiating Team Member

Jon Garner
Superintendent Transportation

SIDE LETTER #1 REGARDING THE UNFORSEEN CURTAILMENT OF BUSINESS

During our negotiations we discussed the Company's concern about pending and/or future legislation which has the potential for significant adverse impact upon the Company's sources of government funding. This uncertainty was a large factor in the Company's initial unwillingness to accede to the Union's request for a longer term contract. In consideration of the Company's final willingness to enter into a longer term contract, the Union assured the Company that in the event of a calamitous adverse change in the Company's revenue source(s), the Union would agree to meet and confer with the Company in good faith to discuss possible modifications to the contract necessary to continue operational viability.

SIDE LETTER #2 REGARDING SOUTH FREIGHT SERVICE ASSIGNMENT

The ARRC and Union agree that Memorandum of Understanding 2011-10 regarding the establishment of the South Freight Assignment will remain in effect under the new CBA provided neither party cancels the MOU. The MOU is:

1. Anchorage is the home terminal.
2. The crew is comprised of one Conductor, one Engineer, and one Brakeman.
3. The ARRC and UTU may agree to additional SFS assignments. If more than one SFS assignment exists they will be called on a rotational basis (1st in, first out).
4. Except in case of emergency, the assignment will not be utilized for vacancies on existing assignments on in passenger service.
5. Employees moving to the SFS assignment may be subject to a consecutive calendar day reset during the initial 4 calendar days or assignment. Reset is applicable when the projected shifts would result in 6 or 7 consecutive calendar days worked and the mandatory time off would result in a missed shift(s) on the SFS assignment. Employees reset are not considered ran around.
6. Employees assigned to the SFS are guaranteed not less than the money equivalent (calculated in the manner of a regular assignment) of 48 straight time hours at road rate each payroll week provided they work each shift the SFS is called for during the week, subject to the following:
 - a. No loss of guarantee will occur due to a consecutive calendar day reset.
 - b. No loss of guarantee will occur due to mandatory time off (48 or 72 hours off due to a start on the 6th or 7th consecutive calendar day on their prior assignment.
7. The use of the SFS crew in lieu of the extra board or vice versa does not constitute a runaround.

SIDE LETTER #3 REGARDING TALKEETNA-HURRICANE TURN

The ARRC and Union agree to the following for terms for Talkeetna-Hurricane Turn assignments:

1. Employees, other than Extra-Board employees, assigned to this service for an entire week (Sunday through Saturday), or who work every shift for that week, will be paid a five (5) day, fifty (50) hour, straight time guarantee at the applicable road rate.
2. Each crewmember assigned to this service will receive per diem (meal and lodging allowance) of \$85 for 7 days as assigned, except for Article 25 B4.
3. Crews assigned to this service may operate designated equipment between Anchorage and Talkeetna for maintenance purposes and/or change out once during a 5-day workweek. Days off are consecutive.
4. A mileage allowance at the prevailing Internal Revenue Service rate for only one round trip while assigned to the job will be paid to employees commuting with individual personal vehicles to and from Talkeetna. The one round trip is on job award and job end or when exercising seniority. In the event that crew members car pool, only one employee in each car pool will be eligible for the mileage allowance. Mileage allowance for employees residing in Anchorage and points south will be based on 113 miles each direction. For employees living north of Anchorage, mileage is calculated from individual residence locations.
5. This agreement does not preclude the abolishment or any assignment to this service at any time.

SIDE LETTER #4 REGARDING 4/10 TERMINAL SCHEDULES

The Agreement provides that terminal service and terminal mechanical service assignments are scheduled with four (4) work days and three (3) off days per week. It is not the intent of the ARRC to use this schedule to establish regularly occurring overtime in a manner that would cause a reduction in the number of assignments needed in terminal service or terminal mechanical service. It is further understood that this provision does not restrict the ARRC from reducing the number of assignments to adjust for a reduction in business.

**SIDE LETTER #5 REGARDING HSA CONTRIBUTIONS FOR EMPLOYEES
RETURNING FROM SEASONAL LAYOFF**

PP Employee Returns First Payment	% of Year	EE First Payment	EE1 First Payment	FAM First Payment		PP for Second Payment	EE Second Payment	EE1 Second Payment	FAM Second Payment
1	1.00	250.00	500.00	750.00		14	250.00	500.00	750.00
2	0.96	240.38	480.77	721.15		14	240.38	480.77	721.15
3	0.92	230.77	461.54	692.31		15	230.77	461.54	692.31
4	0.88	221.15	442.31	663.46		15	221.15	442.31	663.46
5	0.85	211.54	423.08	634.62		16	211.54	423.08	634.62
6	0.81	201.92	403.85	605.77		16	201.92	403.85	605.77
7	0.77	192.31	384.62	576.92		17	192.31	384.62	576.92
8	0.73	182.69	365.38	548.08		17	182.69	365.38	548.08
9	0.69	173.08	346.15	519.23		18	173.08	346.15	519.23
10	0.65	163.46	326.92	490.38		18	163.46	326.92	490.38
11	0.62	153.85	307.69	461.54		19	153.85	307.69	461.54
12	0.58	144.23	288.46	432.69		19	144.23	288.46	432.69
13	0.54	134.62	269.23	403.85		20	134.62	269.23	403.85
14	0.50	125.00	250.00	375.00		20	125.00	250.00	375.00
15	0.46	115.38	230.77	346.15		21	115.38	230.77	346.15
16	0.42	105.77	211.54	317.31		21	105.77	211.54	317.31
17	0.38	96.15	192.31	288.46		22	96.15	192.31	288.46
18	0.35	86.54	173.08	259.62		22	86.54	173.08	259.62
19	0.31	76.92	153.85	230.77		23	76.92	153.85	230.77
20	0.27	67.31	134.62	201.92		23	67.31	134.62	201.92
21	0.23	57.69	115.38	173.08		24	57.69	115.38	173.08
22	0.19	48.08	96.15	144.23		24	48.08	96.15	144.23
23	0.15	38.46	76.92	115.38		25	38.46	76.92	115.38
24	0.12	28.85	57.69	86.54		25	28.85	57.69	86.54
25	0.08	19.23	38.46	57.69		26	19.23	38.46	57.69
26	0.04	9.62	19.23	28.85		26	9.62	19.23	28.85