

1945 Contract

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
THE ALASKA RAILROAD

EMPLOYMENT AGREEMENT, between Michael (and) Kopcha (Ident. No. 25784), of 57 Terrace Avenue, Jersey City, New Jersey (Street address, city and state) hereinafter referred to as the EMPLOYEE, and The Alaska Railroad, Anchorage, Alaska, hereinafter referred to as the RAILROAD, entered into at New York New York this 22 day of January, 1945.

It is mutually understood and agreed as follows:

1. POSITION FOR WHICH EMPLOYED.

The position for which the EMPLOYEE represents that the EMPLOYEE is qualified and for which the EMPLOYEE is hereby hired by the RAILROAD that of Machinist Helper at the basic wage of \$ 175.00 per month plus \$ 12.75 per month war overtime pay in accordance with the War Overtime Pay Act. If the EMPLOYEE is transferred to a class of work bearing a higher rate of compensation than that provided herein, the higher rate will be paid the EMPLOYEE while performing such higher class of work. If at the end of a reasonable period of time the EMPLOYEE is found not qualified to perform the services for which engaged, the EMPLOYEE will be reclassified to work for which it is determined the EMPLOYEE is qualified and the EMPLOYEE'S basic rate of pay and war overtime pay will be changed to the rate for the new position according to The Alaska Railroad's Wage Schedule. Wages will commence when the EMPLOYEE reports for duty in Alaska.

2. PERIOD OF EMPLOYMENT.

The period of employment covered hereby shall be one (1) year of service from the date EMPLOYEE reports for duty in Alaska, but this shall not prevent the EMPLOYEE from working in excess of one year if work is available. Should the EMPLOYEE intend to terminate service upon completion of one year or more of service, notice in writing of such intention shall be given thirty (30) days prior to date of termination.

3. PLACE OF DUTY.

The EMPLOYEE is employed originally to perform work at Anchorage, Alaska; however, during the life of this agreement the EMPLOYEE may be assigned to duty at any other location on the railroad.

4. TRANSPORTATION AND SUBSISTENCE.

a. As part of the compensation for services the EMPLOYEE will be furnished transportation from New York, New York, place of hire, to the place of duty on the railroad and remuneration of \$3.00 per day or fraction of a day while enroute from place of hire to Anchorage, Alaska and \$0.00 per day or fraction of a day while waiting at Seattle, Washington,

~~For return transportation, including any of amount of time in Seattle;~~  
except that no remuneration will be paid when subsistence and quarters are furnished by the RAILROAD at Seattle; provided that the EMPLOYEE shall reimburse the RAILROAD for the cost of transportation, remuneration and subsistence and quarters furnished if the EMPLOYEE leaves his (or her) employment before performing one year of service for the RAILROAD. And to guarantee the RAILROAD against loss from this cause, it is agreed that the salary of the EMPLOYEE in an amount not to exceed the cost of such transportation, remuneration, subsistence and quarters furnished may, at the discretion of the RAILROAD, be withheld until EMPLOYEE has performed one year of service.

b. If the EMPLOYEE completes all service to which assigned under this agreement, or upon termination after one year of satisfactory service, the EMPLOYEE will be furnished return transportation to place of hire provided application therefor is made within one month after termination of employment with the RAILROAD.

c. When the EMPLOYEE'S service is less than one year, return transportation to place of hire shall not be furnished the EMPLOYEE when termination of service is due to resignation prior to one year's service; to sickness or injury due to misconduct; to unauthorized absences; to refusal to accept reclassification when warranted under conditions of Article 1; or to other acts of insubordination or misconduct.

5. TERMINATION OF AGREEMENT.

a. This agreement of employment may be terminated for any of the following reasons, and the EMPLOYEE shall be deemed to have satisfactorily completed this agreement and shall be entitled to return transportation and all rights and benefits contained herein:

- (1) Completion of one year's service as provided in Article 2 or for a shorter period, if for the convenience of the RAILROAD.
- (2) Injury or illness, as evidenced by a RAILROAD medical officer's certificate, of such nature as to severely impair the EMPLOYEE'S efficiency on the job and which is not caused by negligence, misconduct or intoxication.
- (3) Induction into the Armed Forces of the United States.

b. This agreement of employment may be terminated prior to one year and all obligations of the RAILROAD cease as of the date of such termination for any of the following reasons:

- (1) Discharge of EMPLOYEE for refusal to accept reclassification as provided in Article 1 because of inability to perform the work for which engaged.
- (2) Discharge of EMPLOYEE for cause before performing one year's service, such as negligence in performance of duties, excessive use of alcohol, injury or illness through misconduct, unauthorized absences, refusal to perform services or existence of venereal disease.

(3) EMPLOYEE'S abandonment of employment prior to the completion of one year's service.

c. Termination of this agreement for causes stated in Article 5b before the EMPLOYEE has performed one year's service shall not nullify the EMPLOYEE'S obligation to reimburse the RAILROAD for the cost of transportation, remuneration and subsistence and quarters furnished as provided in Article 4.

6. INCIDENTAL COSTS.

It is further agreed that the EMPLOYEE will defray all costs and expenses incurred in securing any necessary papers such as travel permit, physical examination and proof of citizenship, as well as such permits as may be required under the Selective Service Act of 1940, as amended.

7. GOVERNMENT PROVISIONS.

The provisions of any existing or future Executive Orders, Acts of Congress of the United States including War Overtime Pay Act, regulations of the War Manpower Commission or regulations or rulings of other present or future duly constituted Government agencies with respect to hours of labor, Government regulations covering leaves of absence with pay, sick leave, overtime, holidays, et cetera which affect this agreement shall become a part hereof.

8. TERMS OF AGREEMENT.

a. This agreement embodies the whole agreement between the parties hereto. There are no inducements, promises, terms, conditions or obligations made or entered into by the RAILROAD other than contained herein. No modification of this agreement may be made except by instrument in writing signed by the duly authorized representatives of the RAILROAD and by the EMPLOYEE herein named.

b. No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

WITNESSES:

Russell D. Daly      Michael Ferguson  
EMPLOYEE

Patricia W. Roberts      [Signature]  
THE ALASKA RAILROAD  
By      General Manager

EMPLOYEE reported for duty at Anchorage, Alaska on February 13-1945  
(Date)

[Signature]  
SUPERIOR