

AGREEMENT
BETWEEN THE
ILLINOIS CENTRAL RAILROAD COMPANY



AND ALL
ELECTRICAL WORKERS EMPLOYED
IN THE S&C DEPARTMENT
REPRESENTED BY SYSTEM COUNCIL 16
OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Effective December 1, 2012



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SCOPE

The rules contained herein shall govern the hours of service, working conditions, and rates of pay of all electrical workers covered under this Codified Agreement between the Illinois Central Railroad Company, hereinafter referred to as the "Carrier," and the Electrical Workers employed in the S&C Department who are represented by System Council 16 of the International Brotherhood of Electrical Workers.

PREAMBLE

The welfare of the Company and its employees is dependent largely upon the service that the railroad renders to the public. Improvements in this service and economy in operating and maintenance of expenses are promoted by willing cooperation between the railroad management and its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits that follow their joint efforts, improvements in the conduct and efficiency of the railroad are greatly enhanced. The parties to this Codified Agreement recognize the foregoing principles and agree to be governed by them in their relations.

Whenever words are used herein in the masculine gender, they shall be construed as though they were also used in the feminine gender in all cases where they would so apply, and the singular form of words shall be read as the plural where appropriate.

The parties have made every effort to thoroughly review every agreement between the Organization and Illinois Central, and incorporate their terms in the appropriate place in this codification of agreements. If the parties subsequently discover that a relevant agreement has not been properly codified, through oversight or inadvertence, they will meet promptly to undertake the necessary modifications.

RULE 1 - HOURS OF SERVICE

A. Eight hours shall constitute a day's work. All employees coming under the provisions of this agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the Carrier and the employees, shall be paid on the hourly basis.

Note: The expressions "positions" and "work" used in this schedule of rules refer to service, duties, or operations necessary to be performed the specified number of days per week, and not to the work week of individual employees.

B. Subject to the exceptions contained in this schedule of rules, a work week of 40 hours shall consist of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the following provisions:

1. Five-day Positions —
On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.
2. Six-day Positions —
Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.
3. Seven-day Positions —
On positions which have been filled seven days per week, any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.
4. Regular Relief Assignments —
 - a. All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest days of assignments in six or seven day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned. Where no guarantee rule now exists, such relief assignments will not be required to have five days of work per week. (The inclusion of the second sentence of this paragraph shall be without prejudice to the determination of the question of whether or not a guarantee exists.)
 - b. Where work is required by the Carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have forty hours of work that week in all other cases by the regular employee.

- c. Assignments for regular relief positions may on different days include different starting times, duties and work locations for employees of the same class at the same seniority point or in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees whom they are relieving.
- d. Employees assigned to regular rest day relief service who are required to travel from one seniority point to another shall be paid travel time as hereinafter provided:
 - (1) The carrier shall designate a headquarters point for each regular relief assignment, which shall be changed only after ten (10) days' written notice to the employee affected.
 - (2) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour and thirty minutes, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one hour and thirty minutes, then the excess over one hour and thirty minutes in each case shall be paid for as working time at the straight time rate of the job to which traveled.
 - (3) Where an employee is required to travel from his headquarters point to another point outside the environs of the city or town in which his headquarters point is located, the Carrier will either provide transportation without charge or reimburse the employee for such transportation cost. ("Transportation" means travel by rail, bus or private automobile and "transportation cost" means the established passenger fare or automobile mileage allowance where automobile is used.)
 - (4) When such employees are unable to return to their headquarters on any day they shall be entitled, in addition to the allowances under paragraphs (2) and (3) of this rule, to reimbursement for actual necessary cost of lodging, and two meals per day while away from headquarters, with a maximum of \$22.00 per day, which may be subsequently amended, i.e., the 24-hour period following the time when the employee's last shift began — but on such days they shall not be paid for any hours after their assigned hours unless actually working, or traveling to another work location.
 - (5) An employee who performs rest day relief service on an assignment covered by other travel time rules in this agreement will be covered by such rules while on duty in place of the relieved employee, but his travel to

and from the headquarters of the relieved employee will be subject to this rule.

(6) The Carrier will make such relief assignments so as to have, consistent with the requirements of the service and other provisions of this agreement, a minimum amount of travel and time away from home for the employees involved, and at the request of the General Chairman the Carrier's representative will meet to discuss questions that may be raised as to such assignments.

(7) It is understood that this rule applies only to regular rest day relief assignments and does not change or modify the application of other travel time rules in this Agreement.

5. Deviation from Monday-Friday Week —

If in positions or work extending over a period of five days per week an operational problem arises which the Carrier contends cannot be met under the provisions of paragraph 1 of this rule, and requires that some of such employees work other than Monday to Friday, and the employees contend the contrary, if the parties fail to agree thereon and the Carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under Rule 27 of this Agreement.

6. Non-consecutive Rest Days

The typical work-week is to be one with two consecutive days off. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs 2, 3 and 4, the following procedure shall be used:

- a. All possible regular relief positions shall be established pursuant to paragraph 4.
- b. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
- c. Efforts will be made by the parties on the accumulation of rest time and the granting of longer consecutive rest periods.
- d. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
- e. If the foregoing does not solve the problem, then some of the relief employees may be given nonconsecutive rest days.

- f. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two nonconsecutive days off.
 - g. The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief employees.
 - h. If the parties are in disagreement over the necessity of splitting the rest days on any such assignments, the Carrier may nevertheless put the assignments into effect subject to the right of the employees to process the dispute as a grievance or claim under Rule 27 of this Agreement, and in such proceedings the burden will be on the Carrier to prove that its operational requirements would be impaired if it did not split the rest days in question and this could be avoided only by working certain employees in excess of five days per week.
7. Rest Days of Extra or Furloughed Employees —
To the extent furloughed employees may be utilized, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.
8. Beginning of Work Week —
The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven (7) consecutive days starting with Monday.

RULE 2 - SHIFTS

There may be one, two or three shifts employed. The starting time of any shift shall be arranged by agreement between the local officers and employees' committee based on actual service requirements.

RULE 3 - CHANGING SHIFTS

A. Employees changed from one shift to another will be paid overtime rate for the first shift of each change. Employees working two shifts or more on a new shift shall be considered transferred. This will not apply when shifts are exchanged at the request of the employees involved.

B. Regular relief assignments will be excepted from penalty payments upon change of shift for shift changes included in such relief assignments.

RULE 4 – MEAL PERIOD

A. The time and length of the meal period shall be subject to agreement, within the limits of the fifth hour, except where three shifts are employed, when the meal period shall be twenty (20) minutes, without loss of time.

B. Employees required to work any part of the meal period shall be paid for the length of the meal period regularly taken at the point employed at straight time, and will be allowed necessary time to procure a meal (not to exceed 30 minutes) without loss of time. This does not apply where employees are allowed the twenty (20) minutes for meal without deduction thereof.

C. Employees shall not be required to work more than two (2) hours after regular bulletined hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

RULE 5 – OVERTIME (Hourly Rated Positions)

A. All overtime continuous with regular bulletined hours will be paid for at the rate of time and one-half until relieved except as may be provided in rules hereinafter set out.

B. Work performed on the following legal holidays; viz.: New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas, and New Year's Eve Day (provided when any of the above holidays fall on Sunday, the day observed by the State, Nation or proclamation shall be considered a holiday), shall be paid for at the rate of time and one-half.

C. Hourly rated employees required to work in excess of forty straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph 6 of Rule 1 B.

D. Hourly rated employees worked more than five (5) days in a work week shall be paid one and one half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph 6 of Rule 1 B.

E. Service performed by a regularly assigned hourly or daily rated employee on the second rest day of the employee's assignment shall be paid at double the basic straight time rate provided the employee has worked all the hours of the employee's assignment in that work week and has worked on the first rest day of the employee's work week, except that emergency work paid for under the call rules will not be counted as qualifying service under this rule, nor will it be paid for under the provisions thereof.

F. There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of arbitrations or special allowances such as attending court, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

G. For continuous service after regular working hours, employees will be paid time and one-half on the actual minute basis with a minimum of one (1) hour straight time for any such service performed.

H. Employees called or required to report for work, and reporting but not used, will be paid a minimum of four (4) hours at the straight time rate.

I. Employees called back to work after leaving the company premises will be paid time and one-half for every hour worked with a minimum time allowance of four (4) hours for two (2) hours and forty (40) minutes work or less, and will be required to do only such work as called for or other emergency work which may have developed after they were called and cannot be performed by the regular force in time to avoid delays to train movement.

J. Employees will be allowed time and one-half on a minute basis for services performed continuously in advance of the regular working period, with a minimum of one (1) hour, the advance period to be not more than one (1) hour.

K. Except as otherwise provided for in this rule, all overtime beyond sixteen hours of service in any twenty-four hour period, computed from the starting time of employees' regular shift, shall be paid for at the double time rate.

L. Employees regularly assigned to work on holidays, or those called to take the place of such employees, will be allowed to complete the balance of the day unless released at their own request. Those who are called will be advised as soon as possible after vacancies become known.

M. Service rendered by an employee on his assigned rest day, or days, will be paid for under applicable call rules.

N. Service rendered by an employee on his assigned rest day, or days, filling an assignment which the Carrier requires be worked eight (8) hours on such day, will be paid eight (8) hours at the overtime rate, except that where the employee does not report at starting time of the assignment to be filled, he will be paid for actual time worked, but not less than provided under applicable call rules. Those who are called will be advised as soon as possible after vacancies become known.

RULE 6 - OVERTIME, REGULARLY ASSIGNED ROAD WORK, HOURLY BASIS

Hourly-rated employees who perform service ordinarily requiring them to leave and return to home station daily, will be paid continuous time, exclusive of meal period, from time of reporting for duty until released at home station, straight time for all straight time work, overtime for all overtime work, straight time for all time traveling or waiting.

When such employees do not return to headquarters the same day, they shall be allowed actual expenses for meals and lodging and shall be paid for time traveling or waiting for trains at pro-rata rate and for time actually worked in excess of eight (8) hours in accordance with this schedule.

RULE 7 - DISTRIBUTION OF OVERTIME

When it becomes necessary for employees to work overtime, they shall not be laid off during regular working hours to equalize time. Record will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally. Such record to be available to the Committee.

RULE 8 - EMERGENCY SERVICE - ROAD WORK FOR HOURLY RATED EMPLOYEES

Employees sent out on the line of road to fill vacancies or to perform any other work shall be allowed time as follows:

A. WHILE WORKING:

Straight time during regular working hours.

Overtime during overtime working hours as provided in the rules of this Agreement.

B. WHILE TRAVELING:

Straight time from the time of departure from headquarters to time of arrival at the point to which they are ordered.

If employed at a point other than headquarters, straight time from the time of departure at point employed to time of arrival at the point to which they are ordered.

C. WHILE WAITING:

Straight time for all waiting time between time of start of journey and end of journey, except at headquarters.

After completion of the duty to which the employee has been assigned, the same rules will apply on returning to their headquarters or to another designated point for further duty.

Where meals and lodging are not provided by the Carrier, actual expenses will be allowed and employees will receive all expense allowance in a timely manner.

RULE 9 - EMERGENCY SERVICE – ROAD WORK FOR MEN TEMPORARILY OUT OF SERVICE

Employees laid off on account of reduction in force or for any other reason, when given an opportunity to resume work, shall receive actual traveling expenses, but no traveling or waiting time, from their place of residence to their headquarters or to the point at which they are to be employed. If such point of employment is beyond their established headquarters they will receive straight time from time of departure from headquarters to time of arrival at the point to which they are ordered as per Rule 8.

RULE 10 - APPLICANTS FOR EMPLOYMENT [Article X of July 12, 2001 Agreement]

Applicants for employment or craft transfer shall be required to fill out the Carrier's appropriate form of application, take any test given for skills assessment, and pass required physical and visual examination. Employment may be terminated within the first one hundred twenty (120) days of service by disapproval of application. If application is not disapproved within one hundred twenty (120) days of commencement of service, employee's name will be placed on the seniority roster of regular employees with a seniority date as of the first day of service, and employee will not thereafter be subject to dismissal except for cause, as provided by Rule 28.

If after the expiration of one hundred twenty (120) days it is determined that essential information given in the application is false or incomplete, the employee may be relieved from service by invoking the provisions of Rule 28.

The seniority date of a new employee on a roster shall be established as of the first date he performs service in a classification on that roster. Where two or more individuals are employed on the same date, seniority will be determined by age with the older employee having the higher seniority.

Copy of record of previous experience of applicants as recorded on application may be furnished to local chairman.

RULE 11 - FILLING VACANCIES

A. New positions or vacancies which are expected to be of more than thirty (30) days duration will be bulletined for a period of ten (10) days, during which time employees may file written application for said position with the official whose name

appears on the bulletin. The assignment of the position will be made within ten (10) days of the close of the bulletin period.

B. An employee awarded a bulletined position will be transferred promptly to such position after issuance of assignment bulletin. An employee not so transferred within three calendar days after date of assignment bulletin will thereafter receive the rate of the position occupied or the position to which assigned, whichever is higher, and in addition will be paid the following amounts:

1. First ten working days: \$3.00 per day
2. Second ten working days: \$6.00 per day
3. Third ten working days: \$10.00 per day
4. Thereafter: \$20.00 per day

[Article VI of July 12, 2001 Agreement.]

C. Bulletins will designate the position number, title, headquarters, assigned territory (if applicable), hours of service, rest day(s)/subject to call day(s), and assigned duties, and any bulletin resulting from a vacancy will list the name of the previous incumbent. If a bulletin is cancelled, a notice to that effect will be posted for the employees to whom the bulletin was addressed with a copy to the local chairman.

Bulletins will be addressed to employees with seniority in which the vacancy exists, and, in the event no bid is received from an employee in the classification in which the vacancy occurs, the position may be assigned to an employee in the next lower classification bidding for same provided such employee meets the minimum qualifications for the position.

D. Positions or vacancies of less than thirty (30) days duration will not be bulletined. Such position or vacancy, when filled, may be filled by using any qualified employee available; however, consideration will be given the senior qualified employee upon making request.

E. When an employee is required to fill the place of another employee receiving a higher rate of pay, the employee shall receive the higher rate; but if required to fill temporarily the place of another employee receiving a lower rate, the employee's rate will not be changed.

F. An employee who desires to withdraw his bid or application for an advertised position must file his request, in writing, with the official whose name appears on the bulletin and with copy to the interested local committee prior to the time and date on which the bulletin is closed.

G. An employee voluntarily leaving his assigned position may not return to the position which he vacated unless there are no other applicants for the position.

H. The Carrier will not assume any expense as a result of the exercise of seniority by employees covered by these rules.

RULE 12 - ESTABLISHING COMPETENCY

An employee who has been awarded a position, or exercised seniority on a position, will not be disqualified from that position after one hundred twenty (120) days [from July 12, 2001 Agreement] without an investigation. In the event that an employee is disqualified, he must return to his previous position unless it is occupied by a senior employee, otherwise he must exercise his seniority per Rule 14. Employees will be given full cooperation by management in their efforts to qualify.

Employees whose applications have been approved and who have been in service more than one hundred twenty (120) days will, upon request, if they leave the service of the Carrier, be furnished with a service letter showing length of service, capacity in which employed and cause of leaving.

RULE 13 - SENIORITY

A. All employees covered by this agreement shall come under two seniority rosters, one covering IC territory and one covering CCP territory.

B. The seniority date of a new employee on a roster shall be established as of the first date he performs service in a classification on that roster, subject to the provisions of Rule 10. Where two or more individuals are employed on the same date, seniority will be determined by age with the older employee having the higher seniority. [Side letter 2 of March 10, 2008 Agreement.]

C. The seniority lists will be furnished in January of each year to all employees whose names appear on the lists and copy furnished to the local committee and General Chairman. Unless written protests are made by employees in active service within sixty (60) days from the date of mailing, dates shown thereon will not thereafter be changed. The company will show date of mailing on the seniority rosters.

D. The seniority of any employee who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority. [December 18, 1987 National Agreement.]

The "365 consecutive days" shall exclude any period during which a furloughed employee receives compensation pursuant to an employee protection order or an employee protection agreement or arrangement.

E. Effective January 1, 1988, all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by IBEW shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are

delinquent shall be given a written notice by the appropriate General Chairman of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

F. Employees promoted prior to January 1, 1988 to official, supervisory, or excepted positions from crafts or classes represented by IBEW shall retain their current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority. [December 18, 1987 National Agreement]

RULE 14 - EXERCISE OF SENIORITY

A. The exercise of seniority to displace junior employees, which practice is usually termed "rolling or bumping," will be permitted when existing assignments are canceled, when displaced by a senior employee through the exercise of their seniority, or when headquarters points of existing assignments are changed. The employee affected must, within ten days of receipt of written notice either place themselves on an unbid position, or displace any junior employee on a roster in which they have seniority, provided the employee exercising seniority is qualified to fill the position held by the junior man. In determining whether an employee is qualified, the burden of proof is on the employee unless he has previously filled the position. An employee whose seniority allows them to hold a position and fails to exercise their seniority within the ten (10) day period, will be considered to have resigned. If an employee's seniority does not allow them to hold a position, they will be placed on furloughed status.

B. When headquarters of a position are changed, the regularly assigned employee of such position will retain their rights to such position if desired, or may, at their option, elect to give up such assignment and exercise their seniority in the same manner as if such position were abolished.

C. Employees covered by this Agreement returning from a full time position with their Organization may displace any junior employee within the roster(s) in which they hold seniority.

D. Supervisors whose seniority is protected per Rule 13(E) and employees on leave of absence who engage in other employment as applicable per Rule 34(E) will not be permitted to exercise their seniority if they return to a position covered by this Agreement voluntarily. Instead, such employee must displace the most junior employee in their classification where they hold seniority.

RULE 15 - REDUCTION AND RESTORATION OF FORCES

A. When the force is reduced, seniority as per Rule 14 will govern, the employees affected to take the rate of the job to which they are assigned. Five (5) working days'

notice will be given the employees affected before reduction is made, and list will be furnished to the local committee and General Chairman. This will not apply during temporary work afforded employees while forces are furloughed.

B. Not less than five (5) working days notice shall be given before a position is abolished.

C. Employees will be notified in writing if they are to be placed in furloughed status. Employees must keep their designated officer advised in writing, with copy to the General Chairman, of the address at which they may be called back. In restoration of forces, furloughed employees will be called back in the order of their seniority, and if they return to service within fifteen (15) days, they will retain their seniority. Furloughed employees failing to return to service within fifteen (15) days of notice given to them at their last address will forfeit all seniority and their names shall be removed from all seniority rosters, unless arrangements have been made with a designated representative of the Carrier. Furloughed employees prevented from reporting due to sickness or disability, must request leave of absence as per Rule 34 within fifteen (15) days of such notice.

D. Rules, agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by paragraph (e) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for their position without having been previously notified not to report, shall receive four hours' pay at the applicable rate for their position.

E. Rules, agreements or practices, however established, that require advance notice before positions are temporarily abolished or forces are temporarily reduced are hereby modified so as not to require advance notice where a suspension of a Carrier's operations in whole or in part is due to a labor dispute between said Carrier and any of its employees.

F. Employees of this Carrier furloughed on account of reduction in force, who desire to seek employment elsewhere, will, upon application, be furnished with transportation to any point desired on the system when not contrary to national or state laws, or the general practice in effect on this property regarding the restriction of such transportation.

G. When reducing forces, if employees are needed at other points, they will be given preference to transfer, with privilege of returning to home station when force is

increased, such transfer to be made without expense to the company, seniority to govern.

RULE 16 - RATES

The rates of pay shall be those set out in Appendix "A". The rate sheets shall be updated as amended.

RULE 17 - MONTHLY RATES OF PAY

The rates of pay shall be those set out in Appendix "A". The rate sheets shall be updated as amended.

The monthly rates of pay for employees regularly assigned to the S&C Department with a territory and assigned headquarters are based on 213 hours per calendar month, (unless time is deducted if the employee lays off of their own accord), and shall be applied as follows:

- Five (5) – Regular assigned eight (8) hour days
- One (1) – Subject to Call day
- One (1) – Rest Day

Note: A subject to call/rest day will be defined as a 24-hour period computed from the regular starting time of an employee's regular shift.

Such employees are subject to call for emergency service before and after the usual hours of the working day on the five (5) full working days of the week, on holidays (other than a holiday which may fall on their assigned rest day) and on the designated subject to call day. Service on such assigned rest day will be paid at time and one-half. [PLB 7328, Award No. 7.]

Employees will be paid at an overtime rate of pay if assigned to planned work outside of bulletined hours. [August 27, 2012 Agreement.]

Monthly-rated employees will be paid a minimum allowance of three (3) hours at the overtime rate if called to perform service on their assigned rest day. [Article V of July 12, 2001 Agreement.]

Note: Emergency work is defined as trouble calls from user departments involving service and repairs to telecommunications equipment necessary for railroad operations and departmental communications service interruptions.

Employees who are subject to call because of the requirements of the service will notify the officer designated by management where they may be called and will respond promptly when called. When such employees desire to leave headquarters, they will secure authority from officer designated by management, who will grant permission if requirements of the service will permit.

Where meals and lodging are not furnished by the railroad, or when the service requirements make the purchase of meals and lodging necessary while away from home point, employees will be paid necessary expenses.

If it is found that this rule does not produce adequate compensation for certain of these positions, by reason of the occupant thereof being required to work excessive hours, the salary for these positions may be taken up for adjustment.

RULE 18 – CHANGE IN HEADQUARTERS POINT OR STARTING TIME

All employees covered by this agreement who are regularly assigned to maintenance on a territory, a plant, a shop or are assigned to a fixed headquarters crew shall have their headquarters point designated by bulletin.

When the assigned headquarters point of a position is changed more than fifty (50) miles or the starting time of an established position is changed by more than four (4) hours, the regularly assigned employee may elect to retain such position or may displace in accordance with Rule 14. Other employees affected thereby may exercise their seniority rights in the same manner.

RULE 19 – TERRITORIES

Each employee and crew in the S&C Department shall be assigned to a specified territory, if applicable, with a specified headquarters. The Carrier is not prohibited from assigning multiple reporting points within a headquarters. Headquarters and/or territories once established will not be changed until the affected employee is given a thirty (30) day advance notice of such change by email with copy to the General Chairman. If the headquarters designated on the bulletin is changed by the Carrier, the regularly assigned employee may elect to retain the position or may exercise seniority in accordance with Rule 14. Other employees affected thereby may exercise their seniority rights in the same manner.

RULE 20 – CLASSIFICATION OF WORK

All work associated with and related to the inspection, repair, installation, maintenance, adjusting, and testing of:

All radios, antennas and associated equipment; wayside inspection and detection equipment; Carrier systems and equipment including the microwave system; transmission systems for voice and data, including wireless systems and all manner of cabling; lines, poles and supports for service wire and cables; phones and related systems; video, cameras and associated equipment.

Cutting, drilling or soldering needed for the installation or maintenance of the above named equipment. The use and operation of all test equipment used for installation, maintenance, and repair of the above equipment.

Electrical workers shall operate motor trucks, tractors, trenchers, digging machines, hole digging machines, and other equipment and machines used on or off track to perform work as set forth in this Classification of Work Rule. Electrical workers may operate Company vehicles when performing work covered within this classification.

It is the intent of this classification of work rule to identify and preserve to the electrical workers' work that traditionally and regularly had been performed by electrical workers on the properties covered by this Agreement. It is not the purpose of this rule to expand jurisdiction but only to revise and update the scope of the work being performed by the electrical workers.

RULE 20A - JOB CLASSIFICATIONS

A. Senior Equipment Technician

The Senior Equipment Technician is a working Equipment Technician and will have supervisory duties. Management shall select the employee to be assigned from the applicants for the said position and such employees are subject to displacement by a senior employee having displacement rights only by permission of management. The Senior Equipment Technician supervises all classes of assigned communication workers. A Senior Equipment Technician is responsible for seeing that all work and preventive maintenance is performed on schedule and done properly. The Senior Equipment Technician position also includes the following duties and responsibilities: assigning duties to communication workers and participating in the maintenance and installation of telecommunication equipment and appurtenances, assists in training of communication workers, reporting information to their supervisors concerning employee issues, keeping records and making reports as required by supervisors, and other duties as assigned. Employees must have a valid driver's license.

B. Bridge Technician

The duties of the Bridge Technician are to install, repair, adjust, test and maintain all electrical and communication work on the bridges, including the bridge logic controllers and navigation lights. The Bridge Technician also may be assigned to perform other work covered by this agreement. An FCC License or its equivalent is required to bid this position. Employees must also have a valid driver's license.

Employees may be required to perform prescribed bridge duties anywhere on the Illinois Central Railroad Company system, including the CCP territory. The position will be headquartered at Joliet, IL. Employees required to be away from their regular assigned fixed headquarters overnight who incur meal and lodging expenses will be reimbursed for actual necessary expenses as documented on the receipts submitted. In addition, since this position has IC and CCP system territories, time spent traveling beyond the Chicago Terminal and EJ&E Zones outside of bulletined hours will be paid at straight time rates.

C. Equipment Technician

The duties of the Equipment Technician are to install, repair, adjust, test and maintain telecommunications equipment, such as but not limited to: wired and wireless telecommunications systems devices, microwave radio, Automatic Equipment Identification (AEI) systems, PBX's, and data/digital networks. The Equipment Technician also may be assigned to perform other work covered by this agreement. An FCC License or its equivalent is required to bid this position. Employees must also have a valid driver's license.

D. Equipment Maintainer

The duties of the Equipment Maintainer are to install, test, inspect, adjust, maintain, repair, and /or dismantle the less complex equipment associated with inside and outside telecommunications equipment, such as but not limited to: telecommunications cables, antenna work, power plant, and microwave site maintenance. The Equipment Maintainer may also perform the type of work covered by this agreement and may have installation and maintenance work assigned on less complex telecommunications and/or electronic devices to the extent their qualifications permit. Employees must have a valid driver's license.

E. Cable Splicer

The Cable Splicer is under general supervision to install, test and maintain any type of communications cable or related appurtenances and to do work and other assignments as necessary on the system. Employees must have a valid driver's license.

NOTE: All above referenced positions monthly rated and shall be governed by the hours of service, working conditions and overtime rules specified in Rule 17 of this Agreement and will be compensated therefore at a rate of pay per Appendix A.

RULE 21 - PAYROLL/DIRECT DEPOSIT [Article V of March 10, 2008 Agreement]

At the Company's discretion, all employees may be paid weekly or bi-weekly to the direct deposit account designated by the employee.

Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, upon request, a payment will be made as soon as possible to cover the shortage.

RULE 22 - MILEAGE ALLOWANCE [Article IV of July 12, 2001 Agreement.]

The mileage allowance for the approved use of a personal automobile in the performance of work will be the IRS rate in effect at the time of the use.

RULE 23 - ASSIGNMENT OF WORK

A. None but mechanics regularly employed as such shall do mechanics work. This rule does not prohibit supervisors from performing supervisory inspections or tests in the performance of their duties, or from using tools or equipment for testing or instructive purposes.

B. This rule also does not prohibit supervisors from making bona fide emergency repairs to communication equipment to avoid service interruption when employees are not readily available.

Note: In situations where the parties disagree as to whether "bona fide" emergency work has been performed by a supervisor, the burden of proof shall be on the Carrier to conclusively prove an emergency existed.

C. If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen or their designee. Any disputes over the application of the rule shall be handled as a grievance as provided for in Rule 27.

RULE 24 - INCIDENTAL WORK [November 27, 1991 National Agreement]

Where a shopcraft employee or employees are performing a work assignment, the completion of which calls for the performance of "incidental work" (as hereinafter defined) covered by the classification of work or scope rules of another craft or crafts, such shopcraft employee or employees may be required, so far as they are capable, to perform such incidental work provided it does not comprise a preponderant part of the total amount of work involved in the assignment. Work shall be regarded as "incidental" when it involves the removal and replacing or the disconnecting and connecting of parts and appliances such as wires, piping, covers, shielding and other appurtenances from or near the main work assignment in order to accomplish that assignment, and shall include simple tasks that require neither special training nor special tools. Incidental work shall be considered to comprise a preponderant part of the assignment when the time normally required to accomplish it exceeds the time normally required to accomplish the main work assignment.

In addition to the above, simple tasks may be assigned to any craft employee capable of performing them for a maximum of two hours per shift. Such hours are not to be considered when determining what constitutes a "preponderant part of the assignment."

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment, the Carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be

timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the Carrier for the actual time at pro rata rates required to perform the incidental work.

RULE 25 - HELP TO BE FURNISHED

Employees will be furnished sufficient competent help when needed to handle their work.

RULE 26 - NOTICES

A place will be provided inside all headquarter and reporting points where proper notices of interest to employees may be posted by the Carrier and the duly authorized committee.

RULE 27 - GRIEVANCES

Should any employee subject to this agreement believe that they have been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be handled as follows:

A. All claims or grievances must be presented in writing* by or on behalf of the employee involved to the officer of the Carrier authorized to receive same, within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance (the employee or their representative) in writing of the reasons for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent or waiver of the contentions of the Carrier as to other similar claims or grievances.

B. If a disallowed claim or grievance is to be appealed, such appeal must be in writing* and must be taken within sixty (60) days from receipt of notice of disallowance, and the representative of the Carrier shall be notified in writing within that time of the rejection of their decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances. It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance on the property, extend the sixty (60) day period for either decision or appeal; up to and including the highest officer of the Carrier designated for that purpose.

*All written correspondence requirements of the Grievance Rule must be met by transferring documents electronically via the Company's designated electronic system. [August 27, 2012 Agreement]

C. The requirements outlined in paragraphs A. and B., pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within nine (9) months from the date of said officer's decision proceedings are instituted by the employee or their duly authorized representative before the appropriate division of the National Railroad Adjustment Board or a system, group or regional board of adjustment that has been agreed to by the parties hereto as provided in Section 3 Second of the Railway Labor Act.

D. A claim may be filed at any time for an alleged continuing violation of any agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than sixty (60) days prior to the filing thereof.

E. This rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

F. This agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within nine (9) months of the date of the decision of the highest designated officer of the Carrier.

G. All conferences between local officials and local committees to be held during regular working hours without loss of time to committeemen.

H. Prior to assertion of grievances as herein provided, and while questions of grievances are pending, there will neither be a shut down by the employer nor suspension of work by the employees.

RULE 28 – DISCIPLINE [Section A Agreement]

A. 1. An employee shall not be disciplined or dismissed without a fair and impartial hearing, unless such employee shall accept such discipline in writing and waive formal hearing. Such waiver must be made in the presence of a duly authorized representative of the organization, on a form agreed to and as set forth below. Discussion of the waiver shall not constitute an admission of guilt by the employee or prejudgment by the Company and may not be made part of the hearing record.

2. Suspension pending a hearing will not be permitted except in serious cases such as, but not limited to, the use of intoxicants or drugs while on duty, theft of company property, gross insubordination or vicious conduct.

3. If an employee is held out of service pending a hearing and decision, and if discipline is assessed, the period so held from service shall be deemed to be included in any disciplinary period thereafter involved. If no discipline is assessed, the employee shall be reinstated promptly with seniority rights and vacation benefits unimpaired and shall be made whole for all wage loss.

B. 1. Notice of such hearing, stating the precise charge or charges, will be given to the employee in writing at least ninety six (96) hours prior to such hearing. A copy of such notice will be furnished to the duly authorized representative.

2. Any portion of the employee's past work record to be cited at the hearing shall be given to the employee with the notice of hearing. The company shall furnish the local chairman or committeemen copies of all written statements to be presented at the hearing, at least twenty-four (24) hours prior to the hearing.

C. 1. The hearing shall be held within twenty-one (21) days from the time the company has knowledge of the offense(s) under investigation unless it has been postponed by request of either the employee, the duly authorized representative, or the company.

2. If the hearing is not held within the specified time, no action will be taken by the company on the charge(s) and no notation shall be entered on the employee's record.

D. The employee shall have reasonable opportunity to secure the presence of necessary witnesses and shall have the right to be represented by the duly authorized committee. The employee charged and the duly authorized representatives shall have the right to be present throughout the entire hearing and shall be permitted to examine and cross-examine all witnesses.

E. Hearing will be held at the charged employee's headquarters, the location where the alleged incident occurred, or in the absence of available office space at the above locations, at the nearest point where these conditions can be met, unless an alternate site is mutually agreeable to the Hearing Officer and the duly authorized representative.

F. Hearing will be held without loss of time to the committee, not to exceed three.

G. 1. The decision shall be rendered and transmitted in writing to the employee, with copy to the duly authorized representative, within twenty-one (21) days after completion of the hearing. If a decision is not rendered within the specified time, no action will be taken by the company and the employee's record will be cleared.

2. A transcript will be made of the hearing and a copy shall be furnished the duly authorized representative at the time the decision is rendered, if discipline is assessed. The employee and/or his duly authorized representative shall have the right to record the proceedings of the hearing. This provision will not be used to delay or postpone the hearing.

3. If discipline is not assessed, all correspondence and reference to the charges and formal hearing will be cleared from the employee's record.

H. 1. An employee dissatisfied with the decision of the Hearing Officer shall have the right to appeal, either in person or through a duly authorized representative, provided written* claim or grievance is presented directly to the highest officer of the Carrier designated to handle disputes under the Railway Labor Act within sixty (60) days from the date of receipt of the decision rendered via the Company's designated electronic system. The preliminary appeal steps in the various agreements are waived. Except as provided in this paragraph, the provisions of the applicable time limit on claims rules govern.

2. The above paragraph shall not apply to requests for leniency, which must be handled with the designated officer of the Carrier.

3. Following appeal, if the final decision determines that the charge(s) against the employee are not sustained or the discipline is excessive, the record shall be cleared or the discipline reduced or modified; if suspended or dismissed, the employee shall be reinstated promptly with seniority rights and vacation benefits and rights unimpaired and shall be made whole for all wage loss incurred during the time period discipline is held to be improper or excessive.

4. An employee who is suspended or dismissed from service and is thereafter awarded full back pay for all time lost as a result of such suspension or dismissal will be covered under applicable Health and Welfare Plan as if the employee had not been suspended or dismissed in the first place.

I. The Hearing Officer(s) will not testify as a witness and his sole duty at the hearing will be to conduct the hearing in a fair and impartial manner.

J. 1. The posting of any document to the employee's record that might adversely affect such employee in a disciplinary hearing shall not be permitted unless such employee is furnished a copy and acknowledges receipt.

2. Should the employee disagree with or dispute the validity of such document, the employee may:

- a. Refute in writing within ten (10) days of receipt of such document and such shall be made part of the employee's personal record along with the original document, or
- b. Request and be entitled to a hearing, as provided in this rule, provided such request is made within ten (10) days of receipt of such document.

3. If the hearing referred to in b. above reveals the document is unjust, it shall be removed from the employee's record. If discipline is assessed, such will be handled in accord with the provisions of this discipline rule.

WAIVER OF HEARING

The undersigned employee waives hearing on the charges contained in the notice of hearing dated _____ and agrees to accept the following discipline:

NOTE: This form is not to be used when an employee is dismissed. The discipline to be assessed shall be stated in full in the space provided above prior to acceptance by the employee.

Employee Name

Witness:

Approved By:

Authorized Representative

Company Representative

RULE 29 - PROTECTION OF EMPLOYEES AND CONDITIONS OF SHOP

- A. The management, with the cooperation of the employees, will keep their assigned headquarters in a clean and sanitary condition and all machinery and tools in a safe and working condition.
- B. Good drinking water and ice will be furnished as necessary.
- C. Employees will be furnished the appropriate protective equipment necessary to perform the tasks to which they are assigned. It is mandatory for employees to wear steel-toed safety shoes so long as the company maintains its safety footwear program. Once every twelve months, at least 50% of the cost of one pair of approved safety shoes is borne by the company.
- D. No employee will be required to work on or under a locomotive or car without being properly protected per current applicable FRA rules.

RULE 30 - COMMITTEES

The company will not discriminate against any committeemen, who from time to time, are delegated to represent other employees, and will grant them leave of absence.

RULE 31 - PERSONAL INJURIES

Employees injured while at work are required to make all required reports of the circumstances of the accident, just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment and employees shall be permitted to return to work just as soon as they are able to do so without signing a release, pending final settlement of the case, provided, however, that such injured employees remaining away from work after recovery shall not be held to be entitled to compensation for wage loss after they are able to return to work. All claims for personal injuries shall be handled with the representative designated by the Carrier.

RULE 32 – PHYSICAL EXAM/THREE DOCTOR PANEL [Section A Agreement]

- A. In the interest of the safety and welfare of the employees, it is hereby understood and agreed that the Carrier may require all employees to take a visual and physical examination as shown below:
 - 1. Where there is reason to believe that an employee's physical condition at any time while in service is such that they are becoming unsafe and liable to cause injury to themselves or fellow employees, they may be directed to take a complete physical examination.

2. An employee who presents themselves for duty following a severe illness, injury, furlough or leave of absence may be required to pass a physical examination as determined by the Carrier before resuming duty under the procedure outlined in 1. above.
3. It is also understood and agreed that any medical fee in connection with such examinations by company doctors as are requested by the company will be borne by the company.
4. For those employees who are physically disqualified by the Chief Medical Officer and who disagree with the findings, the following procedure is established:
 - a. When an employee is found by the Chief Medical Officer to be physically disqualified, the employee shall be notified in writing by the Chief Medical Officer of the specific medical reason for the findings. If the employee questions the findings, the employee or the employee's representative shall, within sixty (60) days (the last thirty days of which the company will be exempted from any potential liability) of the employee's notification of physical disqualification, notify the Director of Labor Relations in writing of an appeal and submit to the Chief Medical Officer a statement with respect to those matters on which the employee was found disqualified. Should the Chief Medical Officer continue of the opinion that the employee is still physically disqualified, the Chief Medical Officer shall notify the employee in writing within fifteen (15) days. If the Chief Medical Officer agrees with the medical statement from the employee's physician, the employee shall be returned to service and be made whole for wages lost, except for the thirty (30) day exemption period mentioned above.
 - b. Should the employee disagree with the Chief Medical Officer's decision following the latter's review of the medical evidence presented, the employee or the employee's representative may, provided the employee does so within fifteen (15) days after receipt of the decision, request a three doctor panel, which shall be established as promptly as possible after receipt of the request by the employee or the employee's representative. The panel shall be composed of a doctor of the employee's choice, a doctor of the company's choice and a doctor selected by the other two. The partisan doctors may present to the third doctor any evidence bearing on the dispute they consider pertinent. The panel shall determine within thirty (30) days of its establishment whether the employee's physical condition meets standards reasonably related to the position the employee can hold in accordance with the employee's seniority. A majority decision shall govern.

- c. Expenses involved in the application of the rule will be handled by the company paying its doctor, the employee paying the doctor of the employee's choice, and the expenses of the third doctor, including such X-rays and laboratory examinations as the third doctor may require, being divided equally between the company and the employee involved.
- d. An employee returned to service on the basis of the decision of the three-doctor panel will be made whole as to wages lost (with the exception of the thirty (30) day exemption period mentioned in Paragraph (a)) due to disqualification in the event the three doctor panel concludes the employee's condition did not warrant disqualification.
- e. Should the three doctor panel find the employee physically disqualified, the employee may, when the employee considers the physical condition warrants and submits to the Chief Medical Officer medical statements in support thereof, invoke again the procedures outlined hereinbefore except that the employee shall not do so earlier than six (6) months after the decision of the three doctor panel. If the employee's physical condition has improved to the extent the employee is found to be qualified, the employee will be physically qualified to work but will not be made whole for loss of earnings incurred during the period of disability.
- f. In the event the employee or the employee's representative does not appeal the Chief Medical Officer's decision within the time limit specified herein, the employee shall be considered as having accepted the decision until after a minimum of six (6) months interval, at which time the employee may again come in for examination by the company doctor, in which event the procedure described hereinabove shall be followed. Should the Chief Medical Officer fail to meet the time limit specified in the penultimate sentence of paragraph a, the employee shall be made whole as to wage loss between the date the Chief Medical Officer should have made the decision and the date the employee receives the decision.

RULE 33 - VACATIONS

The National Vacation Agreement of December 17, 1941, as amended, will govern the vacation rights of the employees covered by this agreement. (See Appendix "D".)

RULE 34 - LEAVE OF ABSENCE

A. When the requirements of the service will permit, employees, on written request will be granted leave of absence for a limited time, with privilege of renewal. An employee absent on leave, who engages in other employment, will lose their seniority, unless special provision shall have been made in writing therefore with the proper official and their General Chairman.

B. An employee reporting for duty after leave of absence, vacation, sickness, disability, or suspension, or for any other legitimate cause, shall return to their regular position and may within five (5) working days exercise seniority to any position in any craft or class in which they hold seniority, bulletined during their absence. If, during their absence, their regular position has been abolished, or filled by a senior employee in the exercise of seniority, they may within five (5) working days after reporting for duty exercise seniority.

C. No employee shall absent themselves from work for any cause without first obtaining permission from their supervisor, if possible, except in case of sickness, when they shall notify their supervisor as soon as possible. "Personal business" will be sufficient reason to request leave of absence without detailed explanation thereof.

D. An employee who fails to report for duty at the expiration of leave of absence shall be considered to have resigned, except that when failure to report on time is the result of unavoidable delay, the leave will be extended to include such delay.

E. An employee who obtains permission to transfer to another craft, whether or not covered by this Agreement, which requires them to give up their seniority in their present craft, shall be considered on leave of absence for the time necessary to complete the probationary period for the new craft, after which both the leave of absence and seniority in their former craft under this Agreement shall automatically terminate. The transferring employee may return to and exercise seniority in the craft from which they transferred, only upon their involuntary failure to complete the probationary period.

RULE 35 - BEREAVEMENT LEAVE [Article VI of March 10, 2008 Agreement]

Employees in active service shall be entitled to bereavement leave of three (3) work days, to be taken at the discretion of the employee, upon furnishing proof of death of the employee's immediate family member. Bereavement leave will be taken within six (6) months from the date of death of the employee's immediate family member. For purposes of this rule, immediate family consists of the employee's spouse, child, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, step-parent, step-child and spouse's parent. In such cases, a basic day's pay at the rate of the last service rendered will be allowed for each of the three (3) days. Employees will make provision for taking leave with their supervisor in the usual manner.

Family relationships created through the legal adoption process shall qualify for bereavement leave. Any other family relationship not specifically mentioned shall be excluded.

Bereavement leave non-availability shall be considered neutral for determining the qualifying day for holiday pay purposes. The work day preceding or following the employee's bereavement leave, as the case may be, shall be considered the qualifying day for holiday pay purposes.

RULE 36 – PERSONAL LEAVE [December 11, 1981 National Agreement]

A. A maximum of two (2) days of personal leave will be provided on the following basis:

1. Employees who have met the qualifying vacation requirements during eight (8) calendar years shall be entitled to one (1) day of personal leave in subsequent calendar years;
2. Employees who have met the qualifying vacation requirements during seventeen (17) calendar years shall be entitled to two (2) days of personal leave in subsequent calendar years.

B. Personal leave days may be taken upon 48 hours' advance notice from the employee to the proper company officer provided, however, such days may be taken only when consistent with the requirements of the company's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

C. Personal leave days will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

D. Personal leave days shall be forfeited if not taken during each calendar year. The company shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the agreement applicable thereto will apply. The company will have the right to distribute work on a position vacated among other employees covered by the agreement with the organization signatory hereto.

Interpretation of Rule 36

(Agreed on Examples)

The following examples are intended to demonstrate the intention of the parties concerning application of the qualifying requirements set forth in Paragraph (A) of this Rule:

Example No. 1

Employee "A" was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. The employee also rendered compensated service on the required number of days in the years 1976 through 1981, but not during the year 1975.

This employee would not be entitled to one day of personal leave in the year 1982 because of not having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 2

Employee "B" also was hired during the calendar year 1974 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1975. This employee also rendered compensated service on the required number of days in each of the years 1975 through 1981.

This employee would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

Example No. 3

Employee "C" was hired during the calendar year 1973 and rendered compensated service on a sufficient number of days in such year to qualify for a vacation in the year 1974. This employee also rendered compensated service on the required number of days in the years 1974 through 1980, but not during the year 1981.

This employee, despite not rendering compensated service on the required number of days in the year 1981, would be entitled to one day of personal leave in the year 1982 by virtue of having met the qualifying vacation requirements during eight calendar years prior to January 1, 1982.

RULE 37 - ATTENDING COURT

When attending court as witnesses for the company, employees will be reimbursed for actual necessary expenses and be paid for eight (8) hours for each day away from work, and for rest days and holidays when away from home station. When necessary the company may furnish transportation and will be entitled to certificates for witness fees in all cases.

RULE 38 - JURY DUTY

When a regularly assigned employee is summoned for jury duty and is required to lose time from the employee's assignment as a result thereof, the employee shall be paid for actual time lost with maximum of a basic day's pay at the straight time rate of the employee's position for each day lost less the amount allowed the employee for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- A. An employee must furnish the Carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- B. The number of days for which jury duty pay shall be paid is limited to a maximum of sixty (60) days in any calendar year.
- C. No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- D. When an employee is excused from railroad service account of jury duty, the Carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.
- E. Except as provided in paragraph F, an employee will not be required to work on the employee's assignment on days on which jury duty:
 - 1. ends within four hours of the start of the employee's assignment; or
 - 2. is scheduled to begin during the hours of the employee's assignment or within four hours of the beginning or ending of the employee's assignment.
- F. On any day that an employee is released from jury duty and four or more hours of the employee's work assignment remain, the employee will immediately inform the employee's supervisor and report for work if advised to do so.

RULE 39 - FAITHFUL SERVICE

Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage, will be given preference on such light work in their line as they are able to handle. Nothing in this rule will be construed to supersede any applicable laws.

RULE 40 - EMPLOYEE INFORMATION

The Carrier will provide the General Chairman with a list of employees who are hired or terminated, their home addresses, and the employees' identification numbers. This information will be limited to the employees covered by the

collective bargaining agreement of the respective General Chairman. The data will be supplied within thirty (30) days after the month in which the employee is hired or terminated. Where railroads cannot meet the thirty (30) day requirement, the matter will be worked out with the General Chairman.

RULE 41 – COST FREE DUES DEDUCTION

The provisions of the Dues Deduction Agreement of January 1, 1974, as amended effective September 15, 1981, shall be applicable to employees covered by this agreement (see Appendices “H” and “I”).

RULE 42 – NATIONAL AGREEMENTS

The parties recognize the applicability of National Agreements to which they are signatory through authorized committees, amendments thereto, and interpretations thereof, except as such agreements have been specifically modified herein. Selected articles of National Agreements are included for easy reference; omission of articles of National Agreements cannot be construed as their having been abrogated.

RULE 43 – COPIES OF AGREEMENT

The Carrier will have printed in book form copies of this Codified Agreement, including selected articles of National Agreements, and furnish a copy to each employee affected, upon request. New employees will be provided a copy thereof upon completion of their probationary period.

RULE 44 - CAPTIONS

It is understood that the captions of rules in this Codified Agreement are for the purpose of identification only and are not to be considered a part of the rules.

RULE 45 – EFFECTIVE DATE AND CHANGES

This Codified Agreement takes effect December 1, 2012. It supersedes all previous agreements, understandings, and no portion thereof will be amended, revised, nor annulled except by mutual agreement between the Carrier and the General Chairman representing the Organization, or by the serving of 30 days' written notice by either party to the other and handling in accordance with the provisions of the Railway Labor Act, as amended.

AGREEMENT
BETWEEN THE
ILLINOIS CENTRAL RAILROAD COMPANY



AND ALL
ELECTRICAL WORKERS EMPLOYED
IN THE S&C DEPARTMENT

SYSTEM COUNCIL 16 of the
THE INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

ILLINOIS CENTRAL RAILROAD
COMPANY

Dale E. Doyle
General Chairman

Cathy K. Cortez
Sr. Manager – Labor Relations

Karen A. McCarthy
Manager – Labor Relations

Effective Date: December 1, 2012

ADDITIONAL MATERIALS

The following is material reprinted here for handy reference. Its inclusion in this booklet does not make an agreement of something that is not an agreement nor does omission of a special agreement necessarily mean that agreement is no longer in effect.

APPENDIX "A"

RATES OF PAY

Position	07/01/2012	07/01/2013	07/01/2014	01/01/2015
Bridge Technician/ Sr. Equipment Technician	\$6,169.67	\$6,354.76	\$6,596.24	\$6,794.13
Equipment Technician	\$5,859.23	\$6,035.01	\$6,264.34	\$6,452.27
Equipment Maintainer/ Cable Splicer	\$5,793.94	\$5,967.76	\$6,194.53	\$6,380.37

Note:

- All monthly pay rates listed above are monthly rated based on 213 hours per month.
- Journeymen electricians directly engaged in performing work on energized high voltage alternating current utility transmission or distribution lines shall receive a differential of 85 cents per hour for each hour actually spent performing such work. For the purposes of this paragraph, such high voltage lines shall mean those carrying in excess of 2400 volts.
- Communications electronic technicians (or equivalent maintainers) with a valid FCC license (or equivalent) who regularly perform repairs and adjustments on electronic equipment shall receive a differential of 85 cents per hour for all hours worked. This differential shall not be applicable to any employee(s) assigned to perform any gang type work such as construction, pole line, tower, and underground cable. [August 27, 2012 Agreement.]
- Employees regularly assigned to positions which normally pay the skill differential for all hours of every workday are entitled to the skill differential as part of their vacation pay, but the skill differential does not apply to time paid not worked such as holidays, personal leave days, jury duty and bereavement leave.
- There shall be no compounding or pyramiding of the above differentials. The parties recognize and agree that this Article is limited solely to the matter of skill differentials and this Article and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET N.W. WASHINGTON, DC 20035/AREA CODE: 202-962-7200 FAX:202-663-7230

D. P. LEE
Vice Chairman and
General Council

ROBERT F. ALLEN
Chairman

G. F. DANIELS
Vice Chairman

R. P. ORIGER
Director of Labor Relations

December 20, 1993

Mr. Norman D. Schwitalla
International Vice President
International Brotherhood of Electrical Workers
10400 W. Higgins Road, Suite 110
Rosemont, IL 60018-3736

Dear Mr. Schwitalla:

Effective February 1, 1994, this implements Article VII of the November 27, 1991 Imposed Agreement and is in complete settlement thereof.

1. Journeymen who perform the work listed in paragraphs (a) and (b) below shall receive a differential per hour for each hour actually spent performing the listed work as set forth below.

(a) Existing differentials paid to journeymen electricians for performing lead mechanic work shall be increased to 50 cents per hour.

(b) Existing differentials paid to journeymen electricians for performing federal inspector or welding work shall be increased to 25 cents per hour.

2. Journeymen electricians directly engaged in performing work on energized high voltage alternating current utility transmission or distribution lines shall receive a differential of 50 cents per hour for each hour actually spent performing such work. For the purposes of this paragraph, such high voltage lines shall mean those carrying in excess of 2400 volts.

3. When performing the work set forth in Sections 1 and 2 for four (4) hours or less in any one day, covered employees will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

4. Communications electronic technicians (or equivalent maintainers) with a valid FCC license (or equivalent) who regularly perform repairs and adjustments on electronic equipment shall receive a differential of 50 cents per hour for all hours worked. This differential shall not be applicable to any employee(s) assigned to perform any gang type work such as construction, pole line, tower, and underground cable.

5. There shall be no compounding or pyramiding of these differentials. Any existing differentials for the above listed work that exceed the amounts specified shall be preserved.

6. The parties will cooperate to avoid any disruption of Carrier operations and any unnecessary increase in costs because of the application hereof.

7. The parties recognize and agree that this Letter Agreement is limited solely to the matter of skill differentials and this Letter Agreement and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any other rule or practice.

If the above accurately reflects our understandings, will you please so indicate by signing your name in the space provided below.

Very truly yours,

Signature not reproduced

R. F. Allen

I agree:

Signature not reproduced

Norman D. Schwitalla

Agreed Upon Guidelines for Administration of Letter Agreement Differentials

The parties wish to avoid misunderstandings about the implementation and application of the December 20, 1993 Letter Agreement differentials (hereinafter differentials) and have adopted the following to provide guidance on key points of administration.

Q. Who is entitled to receive the differentials?

A. Journeymen (including upgraded mechanics) who actually perform the listed work.

Q. How does the differential apply where the position is that of journeyman and some welding, federal periodic locomotive inspection or lead mechanic work is required?

A. When performing welding, federal inspector or lead mechanic work for four (4) hours or less in any one day, the employee will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day. This same principle applies with respect to employees covered by the Section 2 differential (high voltage) when performing the work set forth in that provision.

NOTE: The Section 4 differential is payable on the basis of all hours worked. An employee covered by that provision who is compensated on a monthly basis shall be paid such differential for those hours on which service is actually performed.

Q. Is a railroad restricted in any manner with respect to correcting any instances in which differential payments have been made erroneously?

A. No

Q. Will application of the differentials require the establishment, advertisement or rebulletining of any position?

A. No

Q. When must an employee's qualifications be known to the railroad or established?

A. An examination or test to establish qualifications may be required as a prerequisite to assignment to a position subject to a differential of an employee who has not previously been qualified on such work by performance or otherwise.

FOR THE INT'L BRO. OF ELECTRICAL WORKERS: FOR THE CARRIERS:

signatures not reproduced

Norman D. Schwitalla

R. F. Allen

APPENDIX “B”

EMPLOYEE SHARE INVESTMENT PLAN (ESIP) [Article IV of March 28, 2008 Agreement]

The Company Employee Share Investment Plan will be made available to all employees subject to this Agreement in accordance with the terms of the Plan. The Company may, at its discretion, alter, amend, revise or discontinue the Plan, in any manner, in whole or in part. This provision will not form part of any Collective Agreement.

401(k) PLAN

[Article III, July 1, 1995 Agreement]

All employees covered by this Agreement will be eligible to participate in the Illinois Central Union 401(k) plan. Under the plan, for the first four percent (4%) of an employee's salary contributed, the Company will contribute \$.25 for each \$1.00 contributed by the employee. The employee may contribute an amount above 4% with no Company participation.

APPENDIX “C”

HEALTH & WELFARE

All employees subject to this Agreement and their eligible dependents will continue to be covered by The Railroad Employees National Health and Welfare Plan (subject to life insurance and ADD as provided in the National H&W), The Railroad Employees National Early Retirement Major Medical Benefit Plan, The Railroad Employees National Dental Plan, The Railroad Employees National Vision Plan, the Supplemental Sickness Benefit Plan covering Railroad Shop Craft Employees, and the National Off -Track Vehicle Plan, including cost-sharing provisions and including all subsequent amendments to all plans, in effect between the National Carriers’ Conference Committee and the IBEW.

The cost-sharing premium deduction will be evenly divided between the A and B payroll periods for the month.

APPENDIX "D"

VACATION/NATIONAL VACATION AGREEMENTS

Article 1

A. An annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year.

B. An annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has two (2) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of two (2) of such years, not necessarily consecutive.

C. An annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has eight (8) or more years of continuous service and who during such period of continuous service renders compensated service and not less than one hundred (100) days in each of eight (8) of such years, not necessarily consecutive.

D. An annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has seventeen (17) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of seventeen (17) of such years, not necessarily consecutive.

E. An annual vacation of twenty-five (25) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has twenty-five (25) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days in each of twenty five (25) of such years, not necessarily consecutive.

F. Paragraphs (a), (b), (c), (d) and (e) hereof shall be construed to grant to weekly and monthly rated employees, whose rates contemplate more than five days of service each week, vacations of one, two, three, four or five work weeks.

G. Service rendered under agreements between a Carrier and one or more of the Non-Operating Organizations parties to the General Agreement of August 21, 1954, or to the General Agreement of August 19, 1960, shall be counted in computing days of

compensated service and years of continuous service for vacation qualifying purposes under this Agreement.

H. Calendar days in each current qualifying year on which an employee renders no service because of sickness or injury shall be included in computing days of compensated service and years of continuous service for vacation qualifying purposes on the basis of a maximum of ten (10) such days for an employee with less than three (3) years of service; a maximum of twenty (20) such days for an employee with three (3) but less than fifteen (15) years of service; and a maximum of thirty (30) such days for an employee with fifteen (15) years or more of service with the employing Carrier.

I. In instances where employees who have become members of the Armed Forces of the United States return to service, the time spent by such employees in the Armed Forces subsequent to their employment will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to service.

J. In instances where employees who have become members of the Armed Forces of the United States return to service, and in the calendar year preceding their return to railroad service have rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of their return to railroad service, but could qualify for a vacation in the year of their return to railroad service if they had combined for qualifying purposes days on which they were in railroad service in such preceding calendar year with days in such year on which they were in the Armed Forces, they will be granted, in the calendar year of their return to railroad service, a vacation of such length as they could so qualify for under paragraphs (a), (b), (c), (d), or (e) and (i) hereof.

K. In instances where employees who have become members of the Armed Forces of the United States return to service, and in the calendar year of their return to railroad service render compensated service on fewer days than are required to qualify for a vacation in the following calendar year, but could qualify for a vacation in such following calendar year if they had combined for qualifying purposes days on which they were in railroad service in the year of their return with the days in such year on which they were in the Armed Forces, they will be granted, in such following calendar year, a vacation of such length as they could so qualify for under paragraphs (a), (b), (c), (d) or (e) and (i) hereof.

1. An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same Carrier will be compensated in lieu of the vacation qualified for provided written request is filed therefore to the employing officer, a copy of such request to be furnished to the local or general chairman.
2. (Applicable only to monthly rated employees.)

3. An employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve (the day before Christmas is observed), Christmas and New Year's Eve (the day before New Year's Day is observed), or any day which by agreement has been substituted or is observed in place of any of the eleven holidays enumerated above, or any holiday which by local agreement has been substituted therefore, falling within the vacation period.

4.
 - a. Vacations may be taken from January 1st to December 31st and due regard consistent with requirements of service shall be given to the desires and preferences of the employees in seniority order when fixing the dates for their vacations.

The local committee of each organization signatory hereto and the representatives of the Carrier will cooperate in assigning vacations dates.

- b. The Management may upon reasonable notice (of thirty (30) days or more, if possible, but in no event less than fifteen (15) days) require all or any number of employees in any plant, operation, or facility, who are entitled to vacations to take vacations at the same time.

The local committee of each organization affected signatory hereto and the proper representative of the Carrier will cooperate in the assignment of remaining forces.

5. Each employee who is entitled to vacation shall take same at the time assigned, and while it is intended that the vacation date designated will be adhered to so far as practicable, the management shall have the right to defer same provided the employee so affected is given as much advance notice as possible; not less than ten (10) days' notice shall be given except when emergency conditions prevent. If it becomes necessary to advance the designated date, at least thirty (30) days' notice will be given affected employee.

If a Carrier finds that it cannot release an employee for a vacation during the calendar year because of the requirements of the service, then such employee shall be paid in lieu of the vacation the allowance hereinafter provided.

Such employee shall be paid the time and one-half rate for work performed during the vacation period in addition to the regular vacation pay. NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time under specified conditions.

6. The Carrier will provide vacation relief workers but the vacation system shall not be used as a device to make unnecessary jobs for other workers. Where a

vacation relief worker is not needed in a given instance and if failure to provide a vacation relief worker does not burden those employees remaining on the job, or burden the employee after return from vacation, the Carrier shall not be required to provide such relief worker.

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:
 - a. An employee having a regular assignment will be paid while on vacation the daily compensation paid by the Carrier for such assignment.
 - b. An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from the employee's established daily rate on account of vacation allowances made pursuant to this agreement.
 - c. An employee paid a weekly or monthly rate shall have no deduction made from the employee's compensation on account of vacation allowances made pursuant to this Agreement.
 - d. An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.
 - e. An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which the employee performed service.
8. The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, non-compliance with a union shop agreement, or failure to return after furlough, the employee shall at the time of such termination be granted full vacation pay earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified under Article 1. If an employee thus entitled to vacation or vacation pay shall die, the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or the employee's estate, in that order of preference.
9. Vacations shall not be accumulated or carried over from one vacation year to another.

10.

- a. An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of the employee's own assignment, whichever is the greater; provided that if the assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.
- b. Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.
- c. No employee shall be paid less than the employee's own normal compensation for the hours of the employee's assignment because of vacations to other employees.

11. While the intention of this agreement is that the vacation period will be continuous, the vacation may, at the request of an employee, be given in installments if the management consents thereto.

- a. Employees entitled to a single week of vacation may split that week into single increment days, one or more days at a time [August 27, 2012 Agreement]; employees entitled to two (2) or more weeks of vacation may split up to two (2) weeks of their vacations into single increment days, one or more days at a time.
- b. Such vacation days may be taken upon two (2) days advance notice, consistent with the needs of service.
- c. Employees must use their single increment days between January 1 and November 15. Any unused days as of November 15 will be paid for in lieu of vacation.
- d. Employees may be able to change their vacations once scheduled, upon request, provided the service needs of the Carrier can still be met. [August 27, 2012 Agreement]

12.
 - a. Except as otherwise provided in this agreement a Carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefore under the provision thereof. However, if a relief worker necessarily is put to substantial extra expense over and above that which the regular employee on vacation would incur if the employee had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.
 - b. As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.
 - c. A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.
13. The parties hereto having in mind conditions which exist or may arise on individual Carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement and the proper officer of the Carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this Agreement.
14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the Carrier members of which shall be the Carrier's Conference Committee signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the Carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

This section is not intended by the parties as a waiver of any of their rights provided in the Railway Labor Act as amended, in the event committee provided in this section fails to dispose of any dispute or controversy.

15. Except as otherwise provided herein this agreement shall be effective as of January 1, 1973, and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of one (1) year from January 1, 1973, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1973 or in any subsequent year) by any Carrier or organization party hereto, of desire to change this agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they may desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear here.

APPENDIX "E"

NONOPERATING (SHOP CRAFTS) NATIONAL HOLIDAY PROVISIONS

(Effective 1-1-83)

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto provided in the National Agreements of August 19, 1960, November 21, 1964, February 4, 1965, September 2, 1969, October 7, 1971, February 11, 1972, May 12, 1972, December 4, 1975 and December 11, 1981, with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretations or application of any provision, the terms of the appropriate agreement shall govern.

Section 1

Subject to the qualifying requirements contained in Section 3 hereof, and to the conditions hereinafter provided, each hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate for each of the following enumerated holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve Day (the day before Christmas is observed)
Christmas
New Year's Eve Day (the day before New Year's Day is observed)

(Article II - Holidays - Sections 1(a) and 2(a), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

(a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.

(b) For other than regularly assigned employees, if the holiday falls on a day on which he would otherwise be assigned to work, he shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If the holiday falls on a

day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rate hourly rate of the position on which compensation last accrued to him prior to the holiday.

(c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided for in paragraph (b) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

(d) The provisions of this Section and Section 3 hereof applicable to other than regularly assigned employees are not intended to abrogate or supersede more favorable rules and practices existing on certain carriers under which other than regularly assigned employees are being granted paid holidays.

NOTE: This rule does not disturb agreements or practices now in effect under which any other day is substituted or observed in place of any of the above enumerated holidays.

(Article II - Holidays - Section 1, 9-2-69 Agreement)

Section 2(a)

Monthly rates, the hourly rates of which are predicated upon 169-1/3 hours, shall be adjusted by adding the equivalent of 56 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The hourly factor will thereafter be 174 and overtime rates will be computed accordingly.

Weekly rates that do not include holiday compensation shall receive a corresponding adjustment.

Section 2(b)

All other monthly rates of pay shall be adjusted by adding the equivalent of 28 pro rata hours to the annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. The sum of presently existing hours per annum plus 28 divided by 12 will establish a new hourly factor and overtime rates will be computed accordingly.

Weekly rates not included in Section 2 (a) shall receive a corresponding adjustment.

(Article II - Holidays - Section 2(a) and 2(b) of 8-21-54 Agreement)

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 21, 1964 and the Agreement of February 4, 1965, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 21, 1964 and the Agreement of February 4, 1965, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect. Effective January 1, 1972, weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly. This adjustment will not apply to any weekly rates of pay which may have been earlier adjusted to include pay for the birthday holiday.

Effective January 1, 1973, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate. Weekly rates shall be adjusted by adding the equivalent of 8 pro rata hours to the annual compensation and a new weekly rate established in the same manner as under Article II, Section 2 of the August 21, 1954 Agreement. The hourly factor will be correspondingly increased and overtime rates will be computed accordingly.

(Article II - Holidays - Sections 1(d) and 2(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 3

A regularly assigned employee shall qualify for the holiday pay provided in Section 1 hereof if compensation paid him by the Carrier is credited to the workdays immediately preceding and following such holiday or if the employee is not assigned to work but is available for service on such days. If the holiday falls on the last day of a regularly assigned employee's workweek, the first workday following his rest days shall be considered the workday immediately following. If the holiday falls on the first workday of his workweek, the last workday of the preceding workweek shall be considered the workday immediately preceding the holiday.

Except as provided in the following paragraph, all others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the day preceding and the day following the holiday they satisfy one or the other of the following conditions:

1. Compensation for service paid by the Carrier is credited; or
2. Such employee is available for service.

NOTE: "Available" as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

For the purposes of Section 1, other than regularly assigned employees who are relieving regularly assigned employees on the same assignment on both the work day preceding and the work day following the holiday will have the workweek of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following the holiday as apply to the employee whom he is relieving.

Compensation paid under sick-leave rules or practices will not be considered as compensation for purposes of this rule.

(Article II - Holidays - Section 2, 9-2-69 Agreement)

Section 4

Provisions in existing agreements with respect to holidays in excess of the eleven holidays referred to in Section 1 hereof shall continue to be applied without change.

(Article II - Holidays - Sections 1(b) and 2(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 5

(a) Existing rules and practices thereunder governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to Good Friday, Day after Thanksgiving Day, Christmas Eve Day and to New Year's Eve Day in the same manner as to other holidays listed or referred to therein.

(Article II - Holidays - Section 2(b), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

(b) All rules, regulations or practices which provide that when a regularly assigned employee has an assigned relief day other than Sunday and one of the holidays specified therein falls on such relief day, the following assigned day will be considered his holiday, are hereby eliminated.

(c) Under no circumstances will an employee be allowed, in addition to his holiday pay, more than one time and one-half payment for service performed by him on a holiday which is also a work day, a rest day, and/or a vacation day.

NOTE: This provision does not supersede provisions of the individual collective agreements that require payment of double time for holidays under specified conditions.

(d) Except as provided in this Section 5, existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are not changed hereby.

(Article II - Holidays - Section 1(c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-8 1)

Section 6

(Eliminated by Article II - Holidays - Section 1(d), Agreements of 10-7-71, 2-11-72 and 5-12-72)

Section 7

When any of the eleven recognized holidays enumerated in Section 1 of this Article II, or any day which by agreement, or by law or proclamation of the State or Nation, has been substituted or is observed in place of any of such holidays, falls during an hourly or daily rated employee's vacation period, he shall, in addition to his vacation compensation, receive the holiday pay provided for therein provided he meets the qualification requirements specified. The "workdays" and "days" immediately preceding and following the vacation period shall be considered the "workdays" and "days" preceding and following the holiday for such qualification purposes.

(Article II - Holidays - Sections 1(e) and (c), Agreements of 10-7-71, 2-11-72, 5-12-72, 12-4-75 and 12-11-81)

Section 8

(a) The holiday pay qualification for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holidays.

(b) In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all-service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater. Any local rules or practices governing availability on the assigned rest day of such employee will also apply to the day after Thanksgiving Day.

(c) A monthly rated employee occupying a 5-day assignment on a position with Friday as an assigned rest day also shall receive eight hours' pay at the equivalent straight time rate for the day after Thanksgiving Day, provided compensation paid such employee by the Carrier is credited to the work days immediately preceding Thanksgiving Day and immediately following the day after Thanksgiving Day.

(d) Except as specifically provided in paragraph (c) above, existing rules and practices there under governing whether an employee works on a holiday and the payment for work performed on a holiday are extended to apply to the day after Thanksgiving Day and New Year's Eve (the day before New Year's Day is observed) in the same manner as to other holidays listed or referred to therein.

(e) Special Qualifying Provision - Employee Qualifying for Both Christmas Eve and Christmas Day.

NOTE: See Section 8(a) above.

Article II, Section 3 of the Agreement of August 21, 1954, as such Section has been amended, is further amended by addition of the following:

An employee who meets all other qualifying requirements will qualify for holiday pay for both Christmas Eve and Christmas Day if on the "workday" or the "day," as the case may be, immediately preceding the Christmas Eve holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" before the holiday and on the "work-day" or the "day," as the case may be, immediately following the Christmas Day holiday he fulfills the qualifying requirements applicable to the "workday" or the "day" after the holiday.

An employee who does not qualify for holiday pay for both Christmas Eve and Christmas Day may qualify for holiday pay for either Christmas Eve or Christmas Day under the provisions applicable to holidays generally.

(Article IV - Holidays - 12-11-81)

APPENDIX "F"

UNION SHOP AGREEMENT

Union Shop Agreement dated February 4, 1953
amended to January 1, 1988.

SECTION 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now and hereafter subject to the Rules and Working Conditions Agreements between the parties hereto, except as hereinafter provided, shall as a condition of their continued employment subject to such agreements, become members of the organization party to this agreement representing their craft or class within sixty calendar days of the date they first perform compensated service as such employees after the effective date of this agreement and thereafter shall maintain membership in such organization; except that such membership shall not be required of any individual until he has performed compensated service on thirty days within a period of twelve consecutive calendar months. Nothing in this agreement shall alter, enlarge or otherwise change the coverage of the present or future rules and working conditions agreements.

SECTION 2

This agreement shall not apply to employees while occupying positions which are excepted from the bulletining and displacement rules of the individual agreements, but this provision shall not include employees who are subordinate to and report to other employees who are covered by this agreement. However, such excepted employees are free to be members of the organization at their option.

SECTION 3

(a) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who are regularly assigned or transferred to full time employment not covered by such agreement, or who, for a period of thirty days or more, are (1) furloughed on account of force reductions, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this agreement so long as they remain in such other employment or furloughed or absent as herein provided, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued

employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

(b) The seniority status and rights of employees furloughed to serve in the Armed Forces or granted leaves of absence to engage in studies under an educational aid program sponsored by the federal government or a state government for the benefit of ex-servicemen shall not be terminated by reason of any of the provisions of this agreement but such employees shall, upon resumption of employment, be considered as new employees for the purposes of applying this agreement.

(c) Employees who retain seniority under the Rules and Working Conditions Agreements governing their class or craft and who, for reasons other than those specified in subsections (a) and (b) of this section, or not in service covered by such agreements, or leave such service, will not be required to maintain membership as provided in Section 1 of this agreement so long as they are not in service covered by such agreements, but they may do so at their option. Should such employees return to any service covered by the said Rules and Working Conditions Agreements they shall as a condition of their continued employment, be required, from the date of return to such service, to become and remain members in the organization representing their class or craft.

(d) Employees who retain seniority under the Rules and Working Conditions Agreement of their class or craft, who are members of an organization signatory hereto representing that class or craft and who in accordance with the Rules and Working Conditions Agreement of that class or craft temporarily perform work in another class of service shall not be required to be members of another organization party hereto whose agreement covers the other class of service until the date the employees hold regularly assigned positions within the scope of the agreement covering such other class of service.

SECTION 4

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member or if the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required

of all employees in the same status at the same time in the same organizational unit.

SECTION 5

(a) Each employee covered by the provisions of this agreement shall be considered by a Carrier to have met the requirements of the agreement unless and until the Carrier is advised to the contrary in writing by the organization. The organization will notify the carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this agreement and who the organization therefore claims is not entitled to continue in employment subject to the Rules and Working Conditions Agreement. The form of notice to be used shall be agreed upon by the carrier and the organizations involved and the form shall make provision for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier will within ten calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the organization. An employee so notified who disputes the facts that he has failed to comply with the terms of this agreement, shall within a period of ten calendar days from the date of receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing. Upon receipt of such request the Carrier shall set a date for hearing which shall be held within ten calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A representative of the organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt of the above described notice from the organization, unless the Carrier and the organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employee and the organization

shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the organization it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this agreement. Such appeals must be received by such officer within ten calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment until the decision on appeal is rendered. The Carrier shall promptly notify the other party in writing of any such appeal by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty calendar days of the date the notice of appeal is received, and the employee and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this agreement, his seniority and employment under the Rules and Working Conditions Agreement shall be terminated within twenty calendar days of the date of said decision unless selection of a neutral is requested as provided below, or unless the Carrier and the organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten calendar days from the date of the decision the organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5(c) below. Any request for selection of a neutral person as provided in Section 5(c) below shall operate to stay action on the termination of seniority and employment until not more than ten calendar days from the date decision is rendered by the neutral person.

(c) If within ten calendar days after the dates of a decision on appeal by the highest officer of the Carrier designated to handle appeals under this agreement the organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the Carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any one of

them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the organization and the employee involved shall have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the Carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be borne in equal shares by the Carrier, the organization and the employee.

(d) The time periods specified in this section may be extended in individual cases by written agreement between the Carrier and the organization.

(e) Provisions of investigation and discipline rules contained in the Rules and Working Conditions Agreement between the Carrier and the organization will not apply to cases arising under this agreement.

(f) The General Chairman of the organization shall notify the Carrier in writing of the title(s) and address(es) of its representatives who are authorized to serve and receive the notices described in this agreement. The Carrier shall notify the General Chairman of the organization in writing of the title(s) and address(es) of its representatives who are authorized to receive and serve the notices described in this agreement.

(g) In computing the time periods specified in this agreement, the date on which a notice is received or decision rendered shall not be counted.

SECTION 6

Other provisions of this agreement to the contrary notwithstanding, the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective

agreements but the employee may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the Carrier and the organization involved.

SECTION 7

An employee whose seniority and employment under the Rules and Working Conditions Agreement is terminated pursuant to the provisions of this agreement or whose employment is extended under Section 6 shall have no time or money claims by reason thereof.

If the final determination under Section 5 of this agreement is that an employee's seniority and employment in a craft or class shall be terminated, no liability against the Carrier in favor of the organization or other employees based on an alleged violation, mis-application or non-compliance with any part of this agreement shall arise or accrue during the period up to the expiration of the 60 or 90 day period specified in Section 6, or while such determination may be stayed by a court, or while a discharged employee may be restored to service pursuant to judicial determination. During such periods, no provision of any other agreement between the parties hereto shall be used as the basis for a grievance or time or money claim by or on behalf of any employee against the Carrier predicated upon any action taken by the Carrier in applying or complying with this agreement or upon an alleged violation, mis-application or non-compliance with any provision of this agreement. If the final determination under Section 5 of this agreement is that an employee's employment, and seniority shall not be terminated, his continuance in service shall give rise to no liability against the Carrier in favor of the organization or other employees based upon an alleged violation, mis-application or non-compliance with any part of this agreement.

SECTION 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable, the organization shall indemnify and save harmless the Carrier against any and all liability arising as the result of such improper, unlawful, or unenforceable termination of seniority and employment: Provided, however, that this section shall not apply to any case in which the Carrier is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case the Carrier acts in collusion with any employee: Provided further, that the aforementioned liability shall not extend to the expense to the Carrier in defending suits by employees whose

seniority and employment are terminated by the Carrier under the provisions of this agreement.

SECTION 9

An employee whose employment is terminated as a result of non-compliance with the provisions of this agreement shall be regarded as having terminated his employee relationship for vacation purposes.

SECTION 10

(a) The Carrier shall periodically deduct from the wages of employees subject to this agreement periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership in such organization, and shall pay the amount so deducted to such officer of the organization as the organization shall designate: Provided, however, that the requirements of this subsection (a) shall not be effective with respect to any individual employee until he shall have furnished the Carrier with a written assignment to the organization of such membership dues, initiation fees and assessments, which assignment shall be revocable in writing after the expiration of one year or upon the termination of this agreement whichever occurs sooner.

(b) The provisions of subsection (a) of this section shall not become effective unless and until the Carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and condition under which such provisions shall be applied; such agreement to be included, but not be restricted to, the means of making said deductions, the amounts to be deducted, the form, procurement and filing of authorization certificates, the frequency of deductions, the priority of said deductions with other deductions now or hereafter authorized, the payment and distributions of amounts withheld and any other matters pertinent thereto.

SECTION 11

The Union Shop Agreement and all existing corresponding rules pertaining to retention of seniority are amended to provide:

A. 1. Any employee who was promoted to an official, supervisory, or excepted position prior to the effective date of this agreement, may elect to retain and accumulate seniority within the craft or class represented by the organization party to this agreement as long as he pays the currently applicable membership dues to the organization party to this agreement. In the event an employee who has exercised this option and is not delinquent in his dues payments is subsequently removed from such position by the company (other than through dismissal for

cause), he shall be entitled to displace any employee with less seniority in the craft or class or bid on a bulletined vacancy on the seniority roster from which promoted. In the event an employee is not subsequently removed by action of the company from his promoted position but voluntarily demotes himself, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletin vacancy on said roster.

2. If an employee elects not to pay dues to retain his seniority and thirty (30) days' written notice thereof is given to the Illinois Central Railroad, Director of Labor Relations, by the duly authorized representative of the organization party to this agreement, with a copy to the employee involved, and the employee does not pay dues required by this agreement within said thirty (30) days, said employee shall cease to accumulate seniority in the class or craft represented by the organization party to this agreement and on each subsequent issuance of the craft or class seniority roster, said employee's seniority date will move forward one (1) full year. In the event an employee who has exercised this option is subsequently removed from such position by the company (other than through dismissal for cause), he shall be entitled to displace any employee with less seniority in the craft or class or bid on a bulletined vacancy on the seniority roster from which promoted. In the event an employee is not subsequently removed by action of the company from his promoted position but voluntarily demotes himself, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletin vacancy on said roster.

3. An employee who elects to accumulate seniority under the provisions of Paragraph A.1. above and becomes delinquent, will have seniority frozen as of the date he becomes delinquent.

B. 1. Any employee who is promoted to an official, supervisory or excepted position on or after the effective date of this agreement, may elect to retain and accumulate seniority within the craft or class represented by the organization party to his agreement so long as he pays the currently applicable membership dues to the organization party to this agreement. In the event an employee who has exercised his option and is not delinquent in his dues payment is subsequently removed from such position by the company (other than through dismissal for cause), he shall be entitled to displace any employee with less seniority in the craft or class or bid on a bulletin vacancy on the seniority roster from which promoted. In the event an employee is not subsequently removed by action of the company from his promoted position but voluntarily demotes himself, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletin vacancy on said roster.

2. If an employee elects not to pay dues to retain his seniority and thirty (30) days' written notice thereof is given to the Illinois Central Railroad, Director of Labor Relations, by the duly authorized representative of the

organization party to this agreement, with a copy to the employee involved, and the employee does not pay dues required by this agreement within said thirty (30) days, said employee shall cease to accumulate seniority in the class or craft represented by the organization party to this agreement, shall be terminated, and his name dropped from the seniority roster.

C. Employees affected by Paragraphs A and B above, who are not members in good standing of the organization party to this agreement, on the effective date of this agreement, shall have ninety (90) days from that date within which to exercise his option.

APPENDIX "G"

NATIONAL MEDIATION AGREEMENT OF

SEPTEMBER 25, 1964

(As Amended by the 12-4-75 National Agreements)

SYNTHESIS

of

AGREEMENT

DATED SEPTEMBER 25, 1964

between

CARRIERS REPRESENTED BY THE

NATIONAL RAILWAY LABOR CONFERENCE

and

**EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE
COMMITTEES**

and

EMPLOYEES OF SUCH CARRIERS

REPRESENTED BY THE ORGANIZATIONS COMPRISING THE

RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO

as

SUPPLEMENTED AND/OR AMENDED

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the Shop Crafts September 25, 1964 National Agreement as supplemented and/or amended in accordance with the provisions of the Memorandum of Agreement dated January 7, 1965, the Memorandum of Agreement dated May 31, 1974 and the Shop Crafts National Agreement dated December 4, 1975 (effective January 12, 1976), along with letter of understanding dated May 10, 1973 and two letters of understanding dated December 4, 1975 in connection therewith. The amendments are indicated with appropriate source identifications.

This is intended as a guide and is not to be construed as constituting a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

IT IS AGREED:

ARTICLE I EMPLOYEE PROTECTION

Section 1

The purpose of this rule is to afford protective benefits for employees who are displaced or deprived of employment as a result of changes in the operations of the Carrier due to the causes listed in Section 2 hereof, and, subject to the provisions of this Agreement, the Carrier has and may exercise the right to introduce technological and operational changes except where such changes are clearly barred by existing rules or agreements.

Any job protection agreement which is now in effect on a particular railroad which is deemed by the authorized employee representatives to be more favorable than this Article with respect to a transaction such as those referred to in Section 2 hereof, may be preserved as to such transaction by the representatives so notifying the Carrier within thirty days from the date of receipt of notice of such transaction, and the provisions of this Article will not apply with respect to such transaction.

None of the provisions of this Article shall apply to any transactions subject to approval by the Interstate Commerce Commission, if the approval order of the Commission contains equal or more favorable employee protection provisions, or to any transactions covered by the Washington Job Protection Agreement.

Section 2

The protective benefits of the Washington Job Protection Agreement of May, 1936, shall be applicable, as more specifically outlined below, with respect to employees who are deprived of employment or placed in a worse position with respect to compensation and rules governing working conditions as a result of any of the following changes in the operations of this individual Carrier:

- a) Transfer of work;
- b) Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;
- c) Contracting out of work;
- d) Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;
- e) Voluntary or involuntary discontinuance of contracts;
- f) Technological changes; and,
- g) Trade-in or repurchase of equipment or unit exchange.

Section 3

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions in case of his resignation, death, retirement, dismissal for cause in accordance with existing agreements, or failure to work due to disability or discipline, or failure to obtain a position available to him in the exercise of his seniority rights in accordance with existing rules or agreements, or reduction in forces due to seasonal requirements, the layoff of temporary employees or a decline in a Carrier's business, or for any other reason not covered by Section 2, hereof. In any dispute over whether an employee is deprived of employment or placed in a worse position with respect to his compensation and rules governing working conditions due to causes listed in Section 2 hereof, or whether it is due to the causes listed in Section 3 hereof, the burden of proof shall be on the Carrier.

Section 4

The Carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition

of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairmen of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the Carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Section 5

Any employee who is continued in service, but who is placed, as a result of a change in operations for any of the reasons set forth in Section 2 hereof, in a worse position with respect to compensation and rules governing working conditions, shall be accorded the benefits set forth in Section 6(a), (b) and (c) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 6(a) No employee of any of the carriers involved in a particular coordination who is continued in service shall, for a period not exceeding five years following the effective date of such coordination, be placed, as a result of such coordination, in a worse position with respect to compensation and rules governing working conditions than he occupied at the time of such coordination so long as he is unable in the normal exercise of his seniority rights under existing agreement, rules and practices to obtain a position producing compensation equal to or exceeding the compensation of the position held by him at the time of the particular coordination, except however, that if he fails to exercise his seniority rights to secure another available position, which does not require a change in residence, to which he is entitled under the working agreement and which carries a rate of pay and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated for the purposes of this section as occupying the position for which he elects to decline.

(b) The protection afforded by the foregoing paragraph shall be made effective whenever appropriate through what is hereby designated as a 'displacement allowance' which shall be determined in each instance in the manner hereinafter described. Any employee entitled to such an allowance is hereinafter referred to as a 'displaced' employee.

(c) Each displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement (such twelve (12) months being hereinafter referred to as the 'test period') and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and average monthly time paid for, which shall be the minimum amounts used to guarantee the displaced employee, and if his compensation in his current position is less in any month in which he performs work than the aforesaid average compensation he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time during the test period, but he shall be compensated in addition thereto at the rate of the position filled for any time worked in excess of the average monthly time paid for during the test period."

Section 6

Any employee who is deprived of employment as a result of a change in operations for any of the reasons set forth in Section 2 hereof shall be accorded a monthly dismissal allowance in accordance with the terms and conditions set forth in Section 7(a) through (j) of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 7(a) Any employee of any of the carriers participating in a particular coordination who is deprived of employment as a result of said coordination shall be accorded an allowance (hereinafter termed a coordination allowance), based on length of service, which (except in the case of an employee with less than one year of service) shall be a monthly allowance equivalent in each instance to sixty percent (60%) of the average monthly compensation of the employee in question during the last twelve months of his employment in which he earned compensation prior to the date he is first deprived of employment as a result of the coordination. This coordination allowance will be made to each eligible employee while employed by his home road or in the coordinated operation during a period beginning at the date he is first deprived of employment as a result of the coordination and extending in each instance for a length of time determined and limited by the following schedule:

<u>Length of Service</u>	<u>Period of Payment</u>
1 yr. and less than 2 yrs.	6 months
2 yrs. and less than 3 yrs.	12 months
3 yrs. and less than 5 yrs.	18 months
5 yrs. and less than 10 yrs.	36 months
10 yrs. and less than 15 yrs.	48 months
15 yrs. and over	60 months

In the case of an employee with less than one year of service, the total coordination allowance shall be a lump sum payment in an amount equivalent to sixty (60) days pay at the straight time daily rate of the last position held by him at the time he is deprived of employment as a result of the coordination.

(b) For the purposes of this agreement the length of service of the employee shall be determined from the date he last acquired an employment status with the employing Carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization he will be given credit for performing service while so engaged on leave of absence from the service of a Carrier.

(c) An employee shall be regarded as deprived of his employment and entitled to a coordination allowance in the following cases:

1. When the position which he holds on his home road is abolished as result of coordination and he is unable to obtain by the exercise of his seniority rights another position on his home road or a position in the coordinated operation, or
2. When the position he holds on his home road is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of said coordination, or by other employees, brought about as a proximate consequence of the coordination, and if he is unable by the exercise of his seniority rights to secure

another position on his home road or a position in the coordinated operation."

(d) An employee shall not be regarded as deprived of employment in case of his resignation, death, retirement or pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally, dismissal for justifiable cause in accordance with the rules, or furloughed because of reduction in forces due to seasonal requirements of the service; nor shall any employee be regarded as deprived of employment as the result of a particular coordination who is not deprived of his employment within three years from the effective date of said coordination.

(e) Each employee receiving a coordination allowance shall keep the employer informed of his address and the name and address of any other person by whom he may be regularly employed.

(f) The coordination allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished while he is absent from service, he will be entitled to the coordination allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a coordination allowance on the basis of said position until the regular employee is available for service and thereafter shall revert to his previous status and will be given a coordination allowance accordingly if any is due.

(g) An employee receiving a coordination allowance shall be subject to call to return to service after being notified in accordance with the working agreement, and such employee may be required to return to the service of the employing Carrier for other reasonable comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, if his return does not infringe upon the employment rights of other employees under the working agreement.

(h) If an employee who is receiving a coordination allowance returns to service the coordination allowance shall cease while he is so re-employed and the period of time during which he is so re-employed shall be deducted from the total period for which he is entitled to receive a coordination allowance. During the time of such re-employment however he shall be entitled to protection in accordance with the provisions of Section 6.

(i) If an employee who is receiving a coordination allowance obtains railroad employment (other than with his home road or in the coordinated operation) his coordination allowance shall be reduced to the extent that the sum total of his earnings in such employment and his allowance exceeds the amount upon which his coordination allowance is based; provided that this shall not apply to employees with less than one year's service.

(j) A coordination allowance shall cease prior to the expiration of its prescribed period in the event of:

1. Failure without good cause to return to service in accordance with working agreement after being notified of position for which he is eligible and as provided in paragraphs (g) and (h).
2. Resignation.
3. Death.
4. Retirement on pension or on account of age or disability in accordance with the current rules and practices applicable to employees generally.
5. Dismissal for justifiable cause."

Section 7

Any employee eligible to receive a monthly dismissal allowance under Section 6 hereof may, at his option at the time he becomes eligible, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the provisions of Section 9 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 9 Any employee eligible to receive a coordination allowance under Section 7 hereof may, at his option at the time of coordination, resign and (in lieu of all other benefits and protections provided in this agreement) accept in a lump sum a separation allowance determined in accordance with the following schedule:

<u>Length of Service</u>	<u>Separation Allowance</u>
1 year and less than 2 years	3 months' pay
2 years and less than 3 years	6 months' pay
3 years and less than 5 years	9 months' pay
5 years and less than 10 years	12 months' pay
10 years and less than 15 years	12 months' pay
15 years and over	12 months' pay

In the case of employees with less than one year's service, five days' pay, at the rate of the position last occupied, for each month in which they performed service will be paid as the lump sum.

- a) Length of service shall be computed as provided in Section 7.
- b) One month's pay shall be computed by multiplying by 30 the daily rate of pay received by the employee in the position last occupied prior to time of coordination."

Section 8

Any employee affected by a change in operations for any of the reasons set forth in Section 2 hereof shall not be deprived of benefits attaching to his previous employment, such as free transportation, pensions, hospitalization, relief, etc., under the same conditions and so long as such benefits continue to be accorded to other employees of the Carrier, in active service or on furlough as the case may be, to the extent that such benefits can be so maintained under present authority of law or corporate action or through future authorization which may be obtained.

Section 9

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 10 of the Washington Job Protection Agreement of May, 1936, reading as follows:

"Section 10 (a) Any employee who is retained in the service of any Carrier involved in a particular coordination (or who

is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the Carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the Carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

(b) If any such employee is furloughed within three years after changing his point of employment as a result of coordination and elects to move his place of residence back to his original point of employment, the Carrier shall assume the expense of moving his household and other personal effects under the conditions imposed in paragraph (a) of this section.

(c) Except to the extent provided in paragraph (b) changes in place of residence subsequent to the initial changes caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this section."

Section 10

Any employee who is retained in the service of the Carrier, or who is later restored to service after being eligible to receive a monthly dismissal allowance, who is required to change the point of his employment as a result of a change in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and is, therefore, required to move his place of residence, shall be accorded the protective benefits set forth in Section 11 of the Washington Job Protection Agreement of May 1936, reading as follows:

"Section 11(a) The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is

required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

1. If the employee owns his own home in the locality from which he is required to move, he shall at his option be reimbursed by his employing Carrier for any loss suffered in the sale of his home for less than its fair value. In each case the fair value of the home in question shall be determined as of a date sufficiently prior to the coordination to be unaffected thereby. The employing Carrier shall in each instance be afforded an opportunity to purchase the home at such fair value before it is sold by the employee to any other party.
2. If the employee is under a contract to purchase his home, the employing Carrier shall protect him against loss to the extent of the fair value of any equity he may have in the home and in addition shall relieve him from any further obligations under his contract.
3. If the employee holds an unexpired lease of a dwelling occupied by him as his home, the employing Carrier shall protect him from all loss and cost in securing the cancellation of his said lease.

(b) Changes in place of residence subsequent to the initial change caused by coordination and which grow out of the normal exercise of seniority in accordance with working agreements are not comprehended within the provisions of this Section.

(c) No claim for loss shall be paid under the provisions of this section which is not presented within three years after the effective date of the coordination.

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the Carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the Carrier, respectively; these two shall endeavor by agreement within ten days after their

appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party."

Section 11

When positions are abolished as a result of changes in the Carrier's operations for any of the reasons set forth in Section 2 hereof, and all or part of the work of the abolished positions is transferred to another location or locations, the selection and assignment of forces to perform the work in question shall be provided for by agreement of the General Chairman of the craft or crafts involved and the Carrier establishing provisions appropriate for application in the particular case; provided however, that under the terms of the agreement sufficient employees will be required to accept employment within their classification so as to insure a force adequate to meet the Carrier's requirements. In the event of failure to reach such agreement, the dispute may be submitted by either party for settlement as herein-after provided.

Section 12

Any dispute with respect to the interpretation or application of the foregoing provisions of Sections 1 through 11 of this Article (except as defined in Section 10) with respect to job protection, including disputes as to whether a change in the Carrier's operations is caused by one of the reasons set forth in Section 2 hereof, or is due to causes set forth in Section 3 hereof, and disputes as to the protective benefits to which an employee or employees may be entitled, shall be handled as hereinafter provided.

(Entire ARTICLE I – EMPLOYEE PROTECTION – from September 25, 1964 Agreement)

ARTICLE II SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to the Agreement or, in the scope rule if there is no classification of work rule, and all, other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. In determining whether work falls within a

scope rule or is historically performed and generally recognized within the meaning of this Article, the practices at the facility involved will govern.

Section 1 Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential 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 carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

Existing subcontracting rules and practices on individual properties may be retained in their entirety in lieu of this Article V by the Organizations by giving a notice to the Carriers involved at any time within 30 days after the effective date of this Agreement.

(ARTICLE II - SUBCONTRACTING - Preamble and Section 1 from ARTICLE V - Part A. of December 4, 1975 Agreement)

Section 2 Advance Notice - Submission of Data - Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the general chairman of the craft or crafts involved notice of intent to contract out and the reasons therefore, together with supporting data. Advance notice shall not be required concerning minor transactions. The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the

proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

Section 3 Request for Information When No Advance Notice Given

If the General Chairman of a craft requests the reasons and supporting data for the subcontracting of work for which no notice of intent has been given, in order to determine whether the contract is consistent with the criteria set forth above, such information shall be furnished him promptly. If a conference is requested by the General Chairman or his designated representative, it shall be arranged at a mutually acceptable time and place. Any dispute as to whether the contract is consistent with the criteria set forth in Section 1 may be processed to a conclusion as hereinafter provided.

Section 4 Machinery for Resolving Disputes

Any dispute over the application of this rule shall be handled as hereinafter provided.

(Sections 2, 3 and 4 of ARTICLE II - SUBCONTRACTING from September 25, 1964 Agreement)

ARTICLE III ASSIGNMENT OF WORK - USE OF SUPERVISORS

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per the special rules of each craft except foremen at points where no mechanics are employed. However, craft work performed by foremen or other supervisory employees employed on a shift shall not in the aggregate exceed 20 hours a week for one shift, 40 hours a week for two shifts, or 60 hours a week for all shifts.

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the organizations affected. Any disputes over the application of this rule shall be handled as provided hereinafter.

An incumbent supervisor who assumed his present position prior to October 15, 1962, at a point where no mechanic is employed, may be retained in his present position. However, his replacements shall be subject to the preceding paragraphs of this rule.

(Entire ARTICLE III – ASSIGNMENT OF WORK - USE OF SUPERVISORS – from September 25, 1964 Agreement)

ARTICLE IV OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the Carrier may proceed with or continue its designation.

Existing rules or practices on individual properties may be retained by the organizations by giving a notice to the carriers involved at any time within 90 days after the date of this agreement.

(Entire ARTICLE IV – OUTLYING POINTS – from September 25, 1964 Agreement)

ARTICLE V COUPLING, INSPECTION AND TESTING

(a) In yards or terminals where carmen in the service of the Carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart, such inspecting and testing of air brakes and appurtenances on trains as is required by the Carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the carmen.

(b) This rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "double-over" and the first car standing in the track upon which the outbound train is made up.

(ARTICLE V - COUPLING, INSPECTION AND TESTING - Paragraphs (a) and (b) - from September 25, 1964 Agreement)

(c) If as of July 1, 1974 a railroad had carmen assigned to a shift at a departure yard, coach yard or passenger terminal from which trains depart, who performed the work set forth in this rule, it may not discontinue the performance of such work by carmen on that shift and have employees other than carmen perform such work (and must restore the performance of such work by carmen if discontinued in the interim), unless there is not a sufficient amount of such work to justify employing a carman.

(d) If as of December 1, 1975 a railroad has a regular practice of using a carman or carmen not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform all or substantially all of the work set forth in this rule during a shift at such yard or terminal, it may not discontinue use of a carman or carmen to perform substantially all such work during that shift unless there is not sufficient work to justify employing a carman.

(e) If as of December 1, 1975 a railroad has a regular practice of using a carman not assigned to a departure yard, coach yard or passenger terminal from which trains depart to perform work set forth in this rule during a shift at such yard or terminal, and paragraph (d) hereof is inapplicable, it may not discontinue all use of a carman to perform such work during that shift unless there is not sufficient work to justify employing a carman.

(f) Any dispute as to whether or not there is sufficient work to justify employing a carman under the provisions of this Article shall be handled as follows:

At the request of the General Chairman of Carmen the parties will undertake a joint check of the work done. If the dispute is not resolved by agreement, it shall be handled under the provisions of Section 3, Second, of the Railway Labor Act, as amended, and pending disposition of the dispute, the railroad may proceed with or continue its determination.

(g) This Article shall become effective 60 days after the effective date of this Agreement.

(Paragraphs (c), (d), (e), (f) and (g) of ARTICLE V - COUPLING, INSPECTION AND TESTING - from ARTICLE VI - of December ii, 1975 Agreement)

ARTICLE VI RESOLUTION OF DISPUTES

Section 1 Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such Board shall have exclusive authority to resolve all disputes arising under the terms of Articles I & II of this Agreement, as amended by the Agreement of December 4, 1975. Awards of the Board shall be subject to judicial review by proceedings in the United States District Court in the same manner and subject to the same provisions that apply to awards of the National Railroad Adjustment Board.

(ARTICLE VI - RESOLUTION OF DISPUTES - Section 1 from ARTICLE VIII - of
December 4, 1975 Agreement)

Section 2 Consist of Board

Whereas, Article VI of the September 25, 1964 Agreement provides for the resolution of disputes arising under Articles I and II of said Agreement and Section 2 of Article VI sets forth the procedure for the composition of the Board established for the purpose of resolving such disputes. Under the terms of said section the Board is to consist of two members appointed by the organizations party to the Agreement, two members appointed by the carriers party to the Agreement and a fifth member, a referee, appointed from a panel of referees; and

Whereas, in November of 1964 following an exchange of letters it was further agreed by the parties to the Agreement to modify the terms of Section 2 of Article VI by providing that instead of two members each party would appoint three members with the understanding that in any function, two of the three members thus appointed would serve; and

Whereas, during each of these transactions for composing the partisan members of the Board and thereafter up until June and July of 1973 the organizations party to the September 1964 Agreement were all members of the Railway Employees' Department, AFL-CIO; and

Whereas, on June 14 and July 1, 1973, the International Association of Machinists and Aerospace Workers and the Sheet Metal Workers International Association respectively disaffiliated from the Railway Employees' Department, AFL-CIO, as a result of which a dispute has arisen between the said disaffiliates and the other four organizations party to the Agreement concerning the appointment of the organization members of the Board and handling of cases under Article VI involving employees of the disaffiliates; and

Whereas, the organizations party to the Agreement have conferred and agreed upon a procedure for resolving said dispute which is acceptable to the carriers party to the Agreement;

NOW, THEREFORE, it is agreed that effective May 31, 1974, appointment and functioning of partisan members of the Board under Section 2 of Article VI shall be as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Two of the six persons designated to represent the organizations party to the Agreement shall be appointed by International

Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members shall be appointed on behalf of the other four organizations party to the Agreement by the Railway Employees' Department, AFL-CIO.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by the International Association of Machinists and Aerospace Workers, the appointee of that organization shall sit and function as a member of the Board; fourth, that in any dispute involving employees represented by the Sheet Metal Workers International Association, the appointee of that organization shall sit and function as a member of the Board, and fifth, that in any dispute involving employees represented by an organization which is affiliated with the Railway Employees' Department, AFL-CIO, at least one of the appointees of the Department shall sit and function as a member of the Board.

(Section 2 of ARTICLE VI - RESOLUTION OF DISPUTES – from MEMORANDUM OF AGREEMENT dated May 31, 1974)

Section 3 Appointment of Board Members

Appointment of the members of the Board shall be made by the respective parties within thirty days from the date of the signing of this agreement.

Section 4 Location of Board Office

The Board shall have offices in the City of Chicago, Illinois.

Section 5 Referees - Employee Protection and Subcontracting

The parties agree to select a panel of six potential referees for the purpose of disposing of disputes before the Board arising under Articles I and II of this agreement. Such selections shall be made within thirty (30) days from the date of the signing of this agreement. If the parties are unable to agree upon the selection of the panel of potential referees within the 30 days specified, the National Mediation Board shall be requested to name such referees as are necessary to fill the panel within 5 days after the receipt of such request.

Section 6 Term of Office of Referees

The parties shall advise the National Mediation Board of the names of the potential referees selected, and the National Mediation Board shall notify those selected, and their successors, of their selection, informing them of the nature of their duties, the parties to the agreement and such information as it may deem advisable, and shall obtain their consent to serve as a panel member. Each panel member selected shall serve as a member until January 1, 1966, and until each succeeding January 1 thereafter unless written notice is served by the organizations or the carriers parties to the agreement, at least 60 days prior to January 1 in any year that he is no longer acceptable. Such notice shall be served by the moving parties upon the other parties to the agreement, the members of the Board and the National Mediation Board. If the referee in question shall then be acting as a referee in any case pending before the Board, he shall serve as a member of the Board until the completion of such case.

Section 7 Filling Vacancies—Referees

In the event any panel member refuses to accept such appointment, dies, or becomes disabled so as to be unable to serve, is terminated in tenure as hereinabove provided, or a vacancy occurs in panel membership for any other reason, his name shall immediately be stricken from the list of potential referees. The members of the Board shall, within thirty days after a vacancy occurs, meet and select a successor for each member as may be necessary to restore the panel to full membership. If they are unable to agree upon a successor within thirty days after such meeting, he shall be appointed by the National Mediation Board.

Section 8 Jurisdiction of Board

The Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of Article I, Employee Protection, and Article II, Subcontracting.

Section 9 Submission of Dispute

Any dispute arising under Article I, Employee Protection, and Article II, Subcontracting, of this agreement, not settled in direct negotiations may be submitted to the Board by either party, by notice to the other party and to the Board.

(Sections 3, 4, 5, 6, 7, 8 and 9 of ARTICLE VI – RESOLUTION OF DISPUTES – from September 25, 1964 Agreement)

Section 10 Time Limits for Submission

Within 60 days of the postmarked date of such notice, both parties shall send 15 copies of a written submission to their respective members of the Board. Copies of such submissions shall be exchanged at the initial meeting of the Board to consider the dispute.

(Section 10 of ARTICLE VI – RESOLUTION OF DISPUTES – from ARTICLE VIII – of December 4, 1975 Agreement)

Section 11 Content of Submission

Each written submission shall be limited to the material submitted by the parties to the dispute on the property and shall include:

- a) The question or questions in issue;
- b) Statement of facts;
- c) Position of employee or employees and relief requested;
- d) Position of company and relief requested.

Section 12 Failure of Agreement - Appointment of Referee

If the members of the Board are unable to resolve the dispute within twenty days from the postmarked date of such submission, either member of the Board may request the National Mediation Board to appoint a member of the panel of potential referees to sit with the Board. The National Mediation Board shall make the appointment within five days after receipt of such request and notify the members of the Board of such appointment promptly after it is made. Copies of both submissions shall promptly be made available to the referee.

Section 13 Procedure at Board Meetings

The referee selected shall preside at meetings of the Board and shall be designated for the purpose of a case as the Chairman of the Board. The Board

shall hold a meeting for the purpose of deciding the dispute within 15 days after the appointment of a referee. The Board shall consider the written submission and relevant agreements, and no oral testimony or other written material will be received. A majority vote of all members of the Board shall be required for a decision of the Board. A partisan member of the Board may in the absence of his partisan colleague vote on behalf of both. Decisions shall be made within thirty days from the date of such meeting.

Section 14 Remedy

(a) If there is a claim for wage loss on behalf of a named claimant, arising out of an alleged violation of Article II, Subcontracting, which is sustained, the Board's decision shall not exceed wages lost and other benefits necessary to make the employee whole.

(Sections 11, 12, 13 and 14(a) of ARTICLE VI - RESOLUTION OF DISPUTES - from September 25, 1964 Agreement)

(b) If the Board finds that the Carrier violated the advance notice requirements of Section 2 of Article II, the Board may award an amount not in excess of that produced by-multiplying 10% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the Carrier who would have done the work.

The amounts awarded in accordance with this paragraph (b) shall be divided equitably among the claimants, or otherwise distributed upon an equitable basis, as determined by the Board.

(Section 14(b) of ARTICLE VI - RESOLUTION OF DISPUTES - from ARTICLE V - Part B. of December L, 1975 Agreement)

Section 15 Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination.

(Section 15 of ARTICLE VI - RESOLUTION OF DISPUTES - from ARTICLE VIII - of December 4, 1975 Agreement)

Section 16 Extension of Time Limits

The time limits specified in this Article may be extended only by mutual agreement of the parties.

Section 17 Records

The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.

Section 18 Payment of Compensation

The parties hereto will assume the compensation, travel expense and other expense of the Board members selected by them. Unless other arrangements are made, the office, stenographic and other expenses of the Board, including compensation and expenses of the neutral members thereof, shall be shared equally by the parties.

Section 19 Disputes Referred to Adjustment Board

Disputes arising under Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing, of this agreement, shall be handled in accordance with Section 3 of the Railway Labor Act, as amended.

(Sections 16, 17, 18 and 19 of ARTICLE VI - RESOLUTION OF DISPUTES -
from September 25, 1964 Agreement)

Under the provisions of Article VI, Section 19, disputes arising under Article III - Assignment of Work, Article IV - Outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rule.

A different situation exists with respect to disputes arising under Article I - Employee Protection, and Article II - Subcontracting. Article VI provides a "Shop Craft Special Board of Adjustment" for the purpose of adjusting and deciding disputes arising out of those two Articles (Article VI, Section 1), and specifically provides (Article VI, Section 8) that the Board shall have exclusive jurisdiction over disputes between the parties growing out of grievances concerning the interpretation or application of those two Articles.

During our negotiations, it was understood by both parties that disputes under Articles I and II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but could be handled directly with the highest officer in the interest of expeditious handling. Sections 10 through 13 set up special time limits to govern the handling of, submissions to the Special Board, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being

processed to a conclusion through the Shop Craft Special Board are not subject to the provisions of the standard Time Limit Rule.

However, if there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting (See Section 14 of Article VI), such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented. If the alleged violation of Article II - Subcontracting, is then submitted to the Shop Craft Special Board of Adjustment, it will be considered that the special procedural provisions of Article VI have been complied with.

Failure to handle as set forth in the preceding paragraph shall not be considered as a precedent or waiver of the contentions of the carriers or employees as to other similar claims.

This understanding is a supplement to Article VI of the September 25, 1964 Agreement and will become effective as of this date.

(From MEMORANDUM OP UNDERSTANDING dated January 7, 1965)

ARTICLE VII EFFECT OF THIS AGREEMENT

This agreement is in full and final settlement of the dispute growing out of notices served on the carriers listed in Exhibits A, B and C on or about October 15, 1962; and out of proposals served by the individual railroads on organization representatives of the employees involved on or about November 5, 1962, and Articles II, III and IV of proposals served by the individual railroads on organization representatives of the employees involved on or about June 17, 1963. This agreement shall be construed as a separate agreement by and on behalf of each of said carriers and its employees represented by each of the organizations signatory hereto.

(Entire ARTICLE VII - OF THIS AGREEMENT – from September 25, 1964 Agreement)

ARTICLE VIII EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(The remaining sentence of ARTICLE VIII – EFFECTIVE DATE – of the September 25, 1964 Agreement as well as the provisions of ARTICLE IX – GENERAL PROVISIONS – Section 2 – Effect of this Agreement – of the December 4, 1975 Agreement dealing with the existing moratoria, have been omitted.)

ARTICLE IX COURT APPROVAL

This agreement is subject to approval of the courts with respect to carriers in the hands of receivers or trustees.

SIGNED AT WASHINGTON, D.C., THIS 25TH DAY OF SEPTEMBER, 1964.

(Signatures Not Reproduced)

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036/ AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman

M.E. Parks, Vice Chairman

H.E. GREER, Director of Research

J.F. GRIFFIN, Administrative Secretary

D.P. LEE, General Council

May 10, 1973

Mr. James E. Yost, Chairman
Five Cooperating Shop Crafts Organizations
Railway Employees' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

Dear Mr. Yost:

This will confirm our understanding with you on behalf of the Five Cooperating Shop Craft organizations with respect to the establishment of a Standing Committee for consideration of the interpretation and application of Article II - Subcontracting - of the Shop Crafts National Agreement of September 25, 1964.

We are in accord that the Standing Committee should have as its basic objective the encouragement of an application of the subcontracting Article in terms of its manifest intent that the railroad work described by that Article will normally be performed by railroad employees, and that performance by others is to be restricted to situations where contracting is genuinely unavoidable under the standards set forth in the subcontracting Article.

The Unions have taken the position that although this is the clear premise upon which the exception criteria in Section I of Article II rest, there have been numerous instances where the underlying intent and purpose of the Article have been thwarted through unnecessary depletion of skilled forces, abolishment of facilities, lack of proper training programs and like actions which either intentionally or through neglect lead to invocation of the subcontracting provision. One of the primary functions of the Standing Committee will be to inquire fully into such actions or any other actions asserted to be contrary to the proper purpose and intent of the Article.

Matters involving the interpretation and application of the subcontracting provision may be referred to the Standing Committee by the affected Shop Craft organizations or carriers. In addition to inquiring into particular cases and using

its best offices to encourage the parties to settle such cases, the Standing Committee may, where appropriate, agree on basic principles that should underlie the interpretation and application of the subcontracting provision and encourage the parties to follow such principles.

The Standing Committee will also upon request of the parties consider problems arising under Article I of the 1964 National Agreement and use its best efforts to resolve these problems as well as those arising under Article II.

The Standing Committee will not supplant the disputes machinery provided in the 1964 Agreement but will have as its central purpose the avoidance and settlement of misunderstandings before they reach the dispute level.

We have every reason to be persuaded that beneficial results to all of us can be achieved through this Standing Committee procedure based on our record to date with such committees working with both operating and non-operating organizations.

In accordance with our discussions we will promptly bring to the attention of the chief labor relations officers of the railroads the deep concern of the Shop Craft organizations with respect to the problem and apprise them of our commitment as well as yours to use this Standing Committee as the mechanism through which we can achieve a mutually acceptable accommodation on this important matter.

If the foregoing represents an acceptable procedure for disposition of your subcontracting problems and other matters under the 1964 Agreement, please signify your approval hereunder and we can then proceed to work out the details relating to composition of the Standing Committee, times of meeting, and other procedures.

Yours very truly,

(Signed) William H. Dempsey

APPROVED:

(Signed) James E. Yost

Chairman

Five Cooperating Shop Craft Organizations

NATIONAL RAILWAY LABOR CONFERENCE

1225 CONNECTICUT AVENUE, N.W., WASHINGTON, D.C. 20036/ AREA CODE: 202-659-9320

WILLIAM H. DEMPSEY, Chairman H.E. GREER, Vice Chairman ROBERT BROWN, Vice Chairman
W.L. BURNER, Jr., Director of Research J.F. GRIFFIN, Director of Labor Relations
D.P. LEE, General Council T.F. STRUNCK, Administrator of Disputes Committees

December 4, 1975

Mr. James E. Yost,
President
Railway Employees' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

This is to confirm our understanding with respect to the part of Article V of the Agreement of December 4, 1975 by which a new subsection, subsection 14(b), is added to Article VI of the Agreement of September 25, 1964.

Under the Agreement of September 25, 1964, prior to this amendment, the carriers have consistently argued that no damages could be awarded where a carrier did not comply with the advance notice requirements of Section 2 of Article II, as long as the carrier demonstrated that in other respects the subcontracting transaction in question was proper. However, the parties are agreed that compliance with the advance notice requirements may have a salutary effect in promoting mutually satisfactory resolution of subcontracting questions. Accordingly, the parties agreed upon the inclusion of new subsection 14(b), which is to be applicable at the discretion of the board and is to be the exclusive remedy provision relating to violations of the notice requirements of Section 2 of Article II. This amendment is not to prejudice in any way the positions the parties may take with respect to other types of alleged violations of Article II. Claims for damages growing out of such violations are to be determined as they would have been had this amendment not been made – that is, under former Section 14, now Section 14(a).

Yours very truly,

(Signed) William H. Dempsey

APPROVED:

(Signed) James E. Yost
President
Railway Employees' Department, AFL-CIO

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December 4, 1975

Mr. James E. Yost
President
Railway Employees' Department, AFL-CIO
220 South State Street, Suite 1212
Chicago, Illinois 60604

Dear Mr. Yost:

Through the mechanism of the Standing Committee established under Article III of the May 10, 1973 Agreement the parties will attempt to resolve through informal discussions any questions that may arise concerning the provisions of Article VI (Coupling, Inspection and Testing) of this Agreement.

The parties' willingness to attempt to resolve such questions in an informal manner is not intended to substitute in any way for the formal grievance procedures provided under Section 3 of the Railway Labor Act.

If this accords with your understanding please sign in the space provided below.

Yours very truly,

(Signed) William H. Dempsey

APPROVED:

(Signed) James E. Yost
President
Railway Employees' Department, AFL-CIO

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December 4, 1975

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Railway Employees' Department, AFL-CIO
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Chicago, Illinois 60604

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If this accords with your understanding please sign in the space provided below.

Yours very truly,

(Signed) William H. Dempsey

APPROVED:

(Signed) James E. Yost
President
Railway Employees' Department, AFL-CIO

APPENDIX "H"

SYNTHESIS OF THE DUES DEDUCTION AGREEMENTS

The following represents a synthesis of dues deduction agreements, executed separately, which amended the union shop agreement in accordance with the May 10, 1973 or June 29, 1975 National Agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

- I. The Carrier will withhold and deduct from wages due to employee-members, amounts equal to periodic dues, initiation fees and assessments (not including fines and penalties) uniformly required by and payable to the Organization as a condition of acquiring or retaining membership in the Organization.
- II. No costs will be charged against the Organization or the affected employee in connection with the dues deduction.
- III. No such deductions shall be made except from the wages of an employee-member who has executed and furnished to the Carrier a written "wage assignment" substantially in the tenor and form of the sample hereto attached and marked Attachment "A". Such assignment shall be revocable, in writing, after the expiration of one year, or upon termination of this Agreement; whichever is sooner. An employee may revoke said assignment fifteen (15) days after the end of the year, but if the employee does not so revoke the assignment, it shall be considered as re-executed and may not be revoked for an additional period of one year.
- IV. The designated representative of the Organization shall furnish to the Company an initial statement, in alphabetical order, showing deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover at least thirty (30) days in advance of the first payroll deduction scheduled for any individual.
- V. Subsequent deduction amounts may not be changed more often than once every three (3) months. However, the designated representative of the Organization may furnish to the Company a supplemental monthly statement showing additions or deletions to the initial statement, in the manner and form required hereby.
- VI. Said deductions will be made only from wages earned in the first pay period of each month and the Carrier will, by the fifteenth day

of the following month, remit to the Financial Secretary of each Local Lodge, as certified by the General Chairman of the Organization, a check for the total amount of said deductions made during the previous month, together with an alphabetized list, in triplicate, showing the names, social security account number, payroll identification number and the amount of union dues deducted from the pay of each employee.

- VII. If earnings of an employee-member on that payroll are insufficient to permit deduction of the full amount specified on the deduction list, giving due effect to any and all deductions having priority as hereinafter provided, no deduction will be made.
- VIII. The following payroll deductions, as a minimum, will have priority over the deductions called for by the dues deduction agreement: Federal, State, and Municipal taxes, premiums on any life insurance, hospital-surgical insurance, group accident or health insurance, or group annuities, other deductions required by law, such as garnishments and attachments; and amounts due the Carrier by the individual.
- IX. Any question arising as to the correctness of the amount deducted shall be handled between the employee involved and the Brotherhood, and any complaints against the Employer in connection therewith shall be handled by the Brotherhood on behalf of the employee concerned.
- X. No part of this or any other Agreement between the Employer and the Brotherhood shall be used as a basis for a grievance or time claim by or in behalf of any employee predicated upon any alleged violation or misapplication of, or non-compliance with, any part of this Agreement.
- XI. The Brotherhood shall indemnify, defend, and save harmless the Employer from any and all claims, demands, liability, loss, or damage resulting from the Employer entering into this Agreement, or resulting from the Employer complying with, or acting in good faith in an attempt to comply with, the provisions of this Agreement.
- XII. This agreement does not modify or in any manner affect schedule rules or agreements except as specifically provided herein and shall become effective January 1 or July 1, 1974, or June 1, 1975 and continue in effect thereafter subject to change in accordance with the provisions of the Railway Labor Act, as amended.

(SIGNATURES OMITTED)

Attachment "A"

WAGE ASSIGNMENT

TO THE CARRIER:

I hereby assign to the _____ that part of my wages necessary to pay my monthly union dues, assessments and initiation fee (but not including fines and penalties) as reported to the Carrier by the certified representative of the Organization or other authorized representative of the Organization, in monthly deduction lists, certified by him as provided in the "Dues Check-Off Agreement", entered into by the Organization and the Carrier. I hereby authorize the Carrier to deduct from my wages all such sums and to pay them to the designated representative of my Organization in accordance with said Dues Check-off Agreement.

I understand that this assignment is revocable, in writing, after the expiration of one year. I also understand that if for fifteen (15) days after the end of one year I do not revoke this assignment, it should be considered as re-executed and may not be revoked for an additional period of one year.

ORGANIZATION LOCAL UNION NO. _____
OCCUPATION _____
EMPLOYEE NUMBER _____
OPERATING DIVISION OR DEPARTMENT _____
SOCIAL SECURITY NUMBER _____
DATE _____
SIGNATURE _____
STREET _____
CITY _____

APPENDIX "I"

SYNTHESIS OF

ADDENDUM TO DUES DEDUCTION AGREEMENT

(Boilermakers - Blacksmiths - July 15, 1980)
(Electricians - September 15, 1981)

The following represents a synthesis of the addendum to the dues deduction agreements, executed separately, which amended the union shop agreement. This is intended as a guide and is not to be construed as a separate agreement between the parties. If any dispute arises as to the proper interpretation or application of any provision, the terms of the appropriate agreement shall govern.

The parties hereby amend the Dues Deduction Agreement of January 1, 1974, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

1. (a) Subject to the terms and conditions hereinafter set forth, the Carrier will deduct from the wages of employees' voluntary political contributions upon their written authorization in the form (individual authorization form) agreed upon by the parties hereto, copy of which is attached, designated "ATTACHMENT A" and made a part hereof.

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days' advance written notice from the employee to the Brotherhood and the Carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the Dues Deduction Agreement.
2. The General Chairman or his designated representative shall furnish the Carrier, with copy to appropriate units of the Brotherhood, an initial statement (ATTACHMENT "B") by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employee, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement, plus a monthly statement

(ATTACHMENT "C") showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employee's paycheck. Political contributions will follow dues deductions in priority.

4. Concurrent with making remittance to the Organization of monthly membership dues, the Carrier will make separate remittance of voluntary political contributions to the office of the Organization's Political League designated to receive same, together with a list prepared in accordance with the present practice which satisfies the requirements of the Dues Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

5. The requirements of this Agreement shall not be effective with respect to any individual employee until the employer has been furnished with a written authorization of assignment of wages of such monthly voluntary political contribution.

Attachment "A"

INDIVIDUAL AUTHORIZATION FORM

Voluntary Payroll Deductions –
(Organization) Political League

To: _____

Space for label showing name, address
System Board and local lodge number.

Department

Work Location

I hereby authorize and direct my employer, to deduct from my pay the sum of \$_____ for each month in which compensation is due me, and to forward that amount to the _____ Political League. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payments to the organization's Political League are not conditions of membership in the Union or of employment with the Carrier, that the organization's Political League will use the money it receives to make political contributions and expenditures in connection with Federal, State and Local elections.

It is understood that this authorization will remain in effect for a minimum of 12 months; and, thereafter, I may revoke this authorization at any time by giving the Carrier and the Organization 30 days advance written notice of my desire to do so.

Signed at _____ this _____ day
of _____, 20_____.

(Personal Signature)

Social Security Number

Attachment "B"

ORGANIZATION _____

DEDUCTION LISTING COVERING THE MONTH OF _____,
20 ____ FOR VOLUNTARY POLITICAL CONTRIBUTIONS TO _____
_____ POLITICAL LEAGUE.

EMPLOYEE NO.	NAME	OCCUPATION	AMOUNT
--------------	------	------------	--------

TOTAL AMOUNT – _____

I hereby certify the above-listed individuals are members of the (Organization) _____ and that the deductions, as above designated, have been authorized by duly executed "wage assignments" covering voluntary political contributions to the _____ Political League.

TOTAL NUMBER OF DEDUCTIONS LISTED:

ORGANIZATION LODGE NO.:

Secretary – Treasurer

(Street)

(Street)

(City – State – Zip)

(City – State – Zip)

COMPANY: _____

DATE: _____

Attachment "C"

ORGANIZATION _____

ADDITIONS OR DELETIONS

DEDUCTION LISTING COVERING THE MONTH OF _____,
20 ____ PURSUANT TO THE CHECK-OFF AGREEMENT BETWEEN THE
BROTHERHOOD AND THE COMPANY, EFFECTIVE WITH THE LAST PAY
PERIOD OF _____, 20 ____.

THE FOLLOWING ADDITION OR DELETIONS ARE TO BE MADE FOR THE
EMPLOYEES WHOSE NAMES ARE LISTED BELOW:

VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION FORMS FOR THE
EMPLOYEES TO BE ADDED TO THE INITIAL LISTING ARE ENCLOSED.

<u>NAME</u>	<u>SOCIAL SECURITY NUMBER</u>	<u>LODGE</u>	<u>AMOUNT</u>
-------------	-------------------------------	--------------	---------------

ADDITIONS:

DELETIONS: _____

COMPANY: _____

_____	Secretary – Treasurer
ORGANIZATION LODGE NO.:	

_____	(Street)
OPERATION DIVISION OR DEPT.:	

_____	(City – State – Zip)
-------	----------------------

DATE: _____

Attachment "D"

WAGE ASSIGNMENT REVOCATION

TO THE COMPANY:

Effective _____, I hereby revoke the wage assignment now in effect assigning to the (Organization) _____, that part of my wages necessary to pay voluntary political contributions to the _____ Political League now being withheld pursuant to the Dues Check-off Agreement between the Organization and the Company and I hereby cancel the wage assignment now in effect authorizing the Company to deduct such monthly contributions from my wages.

SIGNATURE:

COMPANY:

(Street)

OPERATING DIVISION OR DEPT.:

(City – State – Zip)

DATE: _____

(Social Security Number)

Exhibits, Attachments and Appendices to the following agreements are not reproduced in this section; however, they remain in full force and effect.

- Washington Job Protection Agreement of 1936
- New York Dock, where applicable
- The Railroad Employees National Health and Welfare Plan
- The Railroad Employees National Early Retirement Major Medical Benefit Plan
- Life Insurance Benefits for U.S. Employees and Retirees and Accidental Death and Dismemberment Insurance Benefits for U.S. Employees under The Railroad Employees National Health and Welfare Plan
- The Railroad Employees National Dental Plan as amended
- The Railroad Employees National Vision Plan
- The Supplemental Sickness Benefit Plan as amended
- The National Off-Track Vehicle Plan dated April 21, 1976 as subsequently amended and revised.
- Military Training and/or Military Service covered under The Uniformed Services Employment and Reemployment Rights Act (USERRA) and/or other federal, state or applicable laws

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