

# **AGREEMENT**

between

**NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT**

and the

**CARMEN, MACHINISTS, AND CAR CLEANERS**

in the service of

**NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT**

as represented by

**BROTHERHOOD RAILWAY CARMEN DIVISION  
TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION**

### **PREAMBLE**

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

The masculine terminology included herein is for the purpose of convenience only and does not designate sex preference.

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**RULE 1**  
**Hours of Service**

Eight (8) 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 District and its employees, shall be paid on the hourly basis.

Forty (40) hours of service shall constitute a work week, consisting of five (5) days of eight (8) hours each and two (2) consecutive days off in every seven (7) days subject to the exceptions outlined in this Rule. The work weeks may be staggered in accordance with the District's operational requirements. So far as practicable, the rest days shall be Saturday and Sunday.

The foregoing work week is subject to the provisions which follow:

**Five Day Positions**

On positions where the duties can reasonably be met in five (5) days, the rest days shall be Saturday and Sunday.

**Six Day Positions**

On positions where the nature of the work is such that employees will be needed six (6) days each week, the days off shall be Saturday or Sunday and Monday.

**Seven Day Positions**

On positions where the nature of the work is such that employees will be needed seven (7) days each week, any two (2) consecutive rest days, the presumption will be in favor of Saturday and Sunday.

**Relief Assignments**

All possible regular relief assignments with five (5) days of work and two (2) consecutive rest days will be established to perform the work necessary on rest day of six (6) and seven (7) day positions or combinations thereof. They may also perform relief work on certain days and such other type of work on other days as may be assigned under individual agreements.

Where no guarantee Rule now exists, such relief assignments will not be required to have five (5) days work per week. Assignments for regular relief assignments on any different days include different starting times, duties, and work locations for employees of the same class in the same seniority district, provided they take the starting time, duties and work locations of the employee or employees they are relieving.

### Deviation from Monday-Friday Week

If in positions or work extending over a period of five (5) days per week, an operational problem arises which the District contends cannot be met under the provisions of Five (5) Day Positions in this Rule and requires that some of such employees work ~~Tuesday to Saturday~~ instead of Monday to Friday, and the employees contend to the contrary, and if the parties fail to agree thereon, and the District nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.

### Non-Consecutive Rest Days

The typical work week is to be one with two (2) consecutive days off, and it is the District's obligation to grant this. Therefore, when an operational problem arises which may affect the consecutiveness of the rest days of positions or assignments of Five (5), Six (6) and Seven (7) Day Positions, the following procedure shall be used:

All possible regular relief assignments shall be established as provided having two (2) consecutive days off.

Assignments with rest days off other than Saturday and Sunday by agreement or in accordance with other provisions of this Agreement.

Any suitable or practicable plan by mutual agreement such as accumulation of rest time and longer consecutive rest periods.

If application of the above procedure fails to solve the problem, then first, some of the relief assignments may be given non-consecutive rest days or second, some of the regular assignments may be given non-consecutive days off.

The least desirable solution of the problem would be to work some regular employees on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) days at overtime rates and thus withhold work from additional relief men.

If the parties signatory to this Agreement are in disagreement over the necessity of splitting the rest days on any such assignments, the District may nevertheless put the assignments into effect. The employees may then process the dispute as a grievance or claim under the rules of the agreement. In such proceedings the burden will be on the District to prove that its operational requirements would be impaired if it did not split the rest days in question and that it could be avoided only by working certain employees in excess of five (5) days per week.

### **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.

### **RULE 2** **Starting Time**

There may be one, two or three shifts employed.

A. One Shift – Where one (1) shift is worked, the starting time shall not be earlier than 6:00 a.m. and not later than 8:00 a.m.

B. Two Shifts – Where two (2) shifts are worked, the starting time of the first shift shall not be earlier than 6:00 a.m. and not later than 8:00 a.m. The starting time of the second shift may start immediately following the first shift or at any time thereafter, but not later than twelve (12) midnight.

C. Three Shifts – Where three (3) shifts are worked, the starting time of the first shift will not be earlier than 6:00 a.m. and not later than 8:00 a.m. Time of the second and third shift will start immediately following the preceding shift.

D. Exceptions – In cases where the schedule of trains interfere with the starting time, an agreement may be entered into by the General Officers of the department affected and the General Chairman of the Craft affected.

### **RULE 3** **Lunch**

Each shift as provided for in paragraphs "A", "B", and "C" of Rule 2 (Starting Time) shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch, without deduction in pay, within the limits of the fifth (5<sup>th</sup>) to the sixth (6<sup>th</sup>) hour.

Terminal Carmen will take lunch as the needs of the service allow.

Employees required to work during any part of the lunch period shall receive pay for the lunch period regularly taken at point employed at straight time and will be allowed necessary time to procure lunch not to exceed thirty (30) minutes without loss of time. This does not apply where employees are allowed twenty (20) minutes for lunch without deduction therefore.

**RULE 4**  
**Paid Holidays**

A. Subject to the qualifying requirements applicable to regularly assigned employees contained in paragraph "B" hereof, each regularly assigned hourly or daily rated employee shall ~~receive~~ receive eight (8) hours pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays (provided that when any of the following holidays fall on Sunday, the day observed by state, nation, or proclamation shall be considered as the holiday) when such holiday falls on a work day of the work week of the individual employee. Designated official holidays consist of:

1. New Year's Day
2. Washington's Birthday/Presidents' Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. New Year's Eve

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in paragraph "C" hereof, all others who have been employed on hourly or daily rated positions shall receive eight (8) hours pay for the pro rata hourly rate of the position on which compensation last accrued to him for each of the above identified holidays if the holiday falls on a work day of the work week as defined in paragraph "B" hereof, provided: (1) compensation for service paid him by the District is credited to eleven (11) or more of the thirty (30) calendar days immediately preceding the holiday; and (2) he has had a seniority date for at least sixty (60) calendar days or has sixty (60) days of continuous active service preceding the holiday beginning with the first (1<sup>st</sup>) 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 disapproved of application for employment.

B. A regularly assigned employee shall qualify for the half-day pay provided in paragraph "A" hereof, if compensation paid him by the District is credited to the work day 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 work week, the first (1<sup>st</sup>) work day following his rest days shall be considered the work day immediately following. If the holiday falls on the first (1<sup>st</sup>) day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding the holiday.

All others for whom holiday pay is provided in paragraph "A" hereof, shall qualify for such holiday pay if on the work day preceding and work day following the holiday they satisfy one or the other of the following conditions:

1. compensation for service as paid by the District is credited; or
2. ~~such~~ employee is available for service.

Available as used above, is interpreted by the parties to mean that an employee is available unless his days off on his own accord or does not respond to a call, pursuant to the rules of the applicable agreement for service.

For purpose of paragraph "A", the work week for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that such employees who are relieving regularly assigned employees on the same assignment on both the work days preceding and the work days following the holiday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the workdays preceding and following the holiday as apply to the employee whom he is relieving.

For other than regularly assigned employees whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls on Friday, Monday of the succeeding work shall be considered the work day immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the work day immediately preceding the holiday.

C. Holidays on the date with the majority of the shift time will be considered the employees' holiday (example: on days when there is a holiday covering the period from midnight to 7 a.m., the 11 p.m. shift would not be called for 11 p.m. on the day before the holiday. On those days where there is a holiday covering the period from 11 p.m. to midnight, the employees would be expected to report for work on the holiday at the normal start time of 11 p.m. at straight rate of pay).

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

E. Nothing in this Rule shall be construed to change other rules of this Agreement or practices thereunder governing the payment for work performed by an employee on a holiday.

## **RULE 5**

### **Overtime**

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

### **40-Hour Week**

All work performed in excess of 40 hours in any work week shall be paid for at the rate of time and one-half. Exceptions would be where such work is caused by changes made by employees in exercising their seniority rights, and where such work is performed by an employee due to moving from one assignment to another. In which case the sixth (6<sup>th</sup>) and/or seventh (7<sup>th</sup>) days will be paid for on a straight time basis.

### **Rest Days**

Work performed on rest days shall be paid for at overtime rates.

### **Holidays**

Employees covered by this Agreement who perform service on designated official holidays will be compensated at the rate of time and one-half.

### **Continuous Service**

For continuous service after regular working hours, an employee will be paid time and one-half on the actual minute basis with a minimum of one (1) hour for any such service performed except as otherwise provided for in the special rules of this Agreement.

Employees shall not be required to render service for more than two (2) hours immediately following and continuous with regular working day 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.

### **Four (4) Hour Minimum**

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

Employees called or required to report for work, and reporting will be allowed a minimum of four (4) hours for two (2) hours and forty (40) minutes or less, and will be required to render only such service as called for or other emergency service which may have developed after they were called and cannot be performed by the regular force in time to avoid delay to train movement.



### **Early Start**

When service requirements make it necessary to assign an employee to commence work regularly each day in advance of the regular workday starting time, the maximum period shall be one (1) hour. Time and one-half shall be paid for this service on the minute basis with a minimum pay allowance of one (1) hour.

### **Double Time**

Except as otherwise provided for in this Rule, all time beyond sixteen (16) hours computed from starting time of employee's regular shift and continuous therewith, shall be paid for at the rate of double time. Service rendered on the seventh (7<sup>th</sup>) consecutive day will be paid at the rate of double time, subject to the qualification requirements as follows. Compensated service must be rendered for a full forty (40) hour work week, and compensated service must also be rendered on the sixth (6<sup>th</sup>), or first (1<sup>st</sup>) rest day, at the rate of one and one-half (1½) time.

## **RULE 6**

### **Differential – Lead Positions**

A. A fifty (50) cents per hour differential shall be maintained between "Lead" positions and "non-Lead" positions. The fifty (50) cents per hour is a differential that is not subject to any general wage increases.

B. All employees occupying "Lead" positions are responsible for and will supervise and perform such work as assigned to the position in the "Lead" employee's classification.

C. Appointments to "Lead" positions are at the discretion of the District and are not subject to bulletin and bid procedures rules.

D. The creation and maintenance of "Lead" positions is at the discretion of the District.

## **RULE 7**

### **Emergency Service**

An employee, regularly assigned to a shop, engine house, repair track or inspection point, when called for emergency road service away from such shop, engine house, repair track or inspection point, will be paid from the time ordered to leave home station (with a maximum of one (1) hour prior to arrival at headquarters) until his return for all service rendered in accordance with the practice at home station and will be paid straight time rates for straight time hours and overtime rates for overtime hours for all time worked.

**RULE 8**  
**Distribution of Overtime**

When it becomes necessary for employees to work overtime, they shall not be required to lay off during regular working hours to equalize the time.

Local Officers and local Chairmen will cooperate in distributing overtime worked with the purpose in view of distributing the overtime equally as possible.

Records will be kept of overtime and employees will be called, if available, with the purpose in view of distributing the overtime equally.

**RULE 9**  
**Temporary Vacancies**

A. Employees sent out to temporarily fill vacancies at an outlying point or shop or sent out on a temporary transfer to an outlying point or shop will be paid per Section "C" – Call Rule.

B. While at such outlying point, employees will be paid straight time and overtime in accordance with the bulletined hours at that point, and will be guaranteed not less than eight (8) hours for each day.

- C.
1. When an employee is called to fill a temporary vacancy at a terminal other than his home terminal, he will be paid one (1) hour call time, providing the call is made after the employee has completed his tour of duty and has gone home, but when the call is given to him to work a job at another terminal the following day, before he has actually quit work on the day the instruction is given, no call time will be allowed.
  2. Call time under Rules 7 (Emergency Service) and 9 (Temporary Vacancies) will be allowed for any employee notified at a time outside his regular tour of duty.

Examples:

- (a) A third (3<sup>rd</sup>) trick carman helper called at 12 noon to fill a second (2<sup>nd</sup>) trick carman job on the same day of such call will receive call time.
- (b) A third (3<sup>rd</sup>) trick carman helper called at 12 noon to fill a second trick carman job the following day will not receive call time because he would still remain on his own job on the day of the call and would not change jobs until he completed his own third trick that day.

## **Rule 10**

### **Changing Shifts**

Employees changed from one shift to another will be paid overtime rates for the first (1<sup>st</sup>) shift of each change if worked within twenty-four (24) hours. Employees working two (2) shifts or more on a new assignment shall be considered transferred. This Rule will not apply when shifts are exchanged at the request of the employees involved.

This Rule will not apply to cases of employees exercising their seniority rights by bidding under Rule 13 (Bulletining of Positions) or bumping on another position when seniority entitles an employee to remain on his present shift or where a relief position is created in which the assigned relief man performs work on different shifts of his assignment. Such relief employee will not be paid overtime rates for changing shifts to perform the work on the shifts included in his assignment.

If it becomes necessary to create a relief job in which the assigned relief man is compelled to perform work on different shifts in order to have five (5) work days included in his assignment, such employee will not be paid overtime rates for changing shifts to perform the work on the shifts included in his assignment.

If such employee is required to change shifts for any other reason, this exception will not apply to such other shift changes.

## **RULE 11**

### **Faithful Service**

Employees who have given long and faithful service in the employ of the District and who have become unable to handle heavy work to advantage will be given preference on such light work in their line, if any, as they are able to handle and they will be paid the rate of the position to which they are assigned. This Rule is subject to the provisions of the Americans with Disabilities Act.

## **RULE 12**

### **Filling Vacancies**

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

## **RULE 13**

### **Bulletining of Positions**

A. When new jobs are created or permanent vacancies occur in the respective crafts, the employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or permanent vacancies that may be desirable to them, in seniority order.

B. All new jobs created or permanent vacancies will be bulletined. Bulletins shall be posted five (5) days before permanent assignment is made thereunder.

C. Employees who wish to avail themselves of this Rule shall make a written application to the official in charge and a copy of the application shall be to the local chairman or their representative.

D. All jobs in passenger yard and freight repair and inspection forces will be bulletined with daylight savings time changes, or annually on May 1 if no time change is made. In addition, the District may add two (2) additional sign-up periods per year according to the needs of the service. If additional sign-up periods are required, the District will so notify the General Chairman. These time changes will not constitute vacancies as per paragraphs "A" and "B". *The Carrier may bulletin the positions as required by Rule 13 D to be effective on the first Sundays in April & October. Either party may cancel this agreement on ten days advance written notice to the other party.*

E. A permanent vacancy exists whenever the assignment of a regular job is not being performed by the person assigned to that job because of discharge, resignation, or death. *Letter Agrmt 2-5-13*

F. A temporary vacancy exists whenever the assignment of a regular job is not being performed by the employee assigned to that job because of illness, vacation, or leave of absence.

G. All temporary vacancies of thirty (30) days or more will be bulletined and assigned as per paragraph "B" and all jobs affected will be filled by allowing other employees to exercise their seniority.

H. Temporary vacancies less than thirty (30) days will be filled by the senior qualified employee desiring said vacancy.

I. An employee returning after a leave of absence may return to former position, in which case all other employees affected will return to their respective former positions, or may exercise his seniority if there has been a general sign up or his job has been abolished, or may, within five (5) days after returning, exercise his seniority rights to any position bulletined during such absence, in which case all employees affected may exercise their seniority in the same manner. The District shall not be penalized for employees being awarded assignments under paragraph "G".

#### **RULE 14** **Vacations**

Vacations with pay will be granted to employees covered by this Agreement in accordance with terms and provisions of the National Vacation Agreement of December 17, 1941, as amended, appended hereto as Supplement A.

Following is what was originally referred to as TCSA-13 Letter Agreement – Vacation Benefit dated August 27, 1991:

A. The following shall apply to vacation benefits earned in 1991 and used in 1992. It shall not apply to vacation scheduling arrangements for the balance of calendar year 1991.

B. Effective January 1, 1992, employees represented by the Organization [Transportation ~~Communications~~ International Union – Carman Division] shall, if they are entitled to ten (10) or more days of annual vacation (not counting holiday entitlements), at their option, be permitted to take a maximum of five (5) days of their vacation entitlement in increments of less than five (5) days. For example, if a person is entitled to fifteen (15) days of vacation (excluding holidays), the person may take five (5) days one at a time, or in a combination of three (3) and two (2) days on different dates, or any other combination up to and including five (5) days. The balance of the vacation allowance (ten (10) days in this example) must be taken in increments of five (5) or more days.

C. An employee electing to exercise this option must personally notify his/her supervisor at least forty-eight (48) hours in advance of the day that the employee desires vacation.

D. The District may deny the requested vacation based on operational requirements. The District may also withdraw approval based on operational requirements.

E. In the event that operational requirements preclude the District from permitting all employees desiring a particular day or days as vacation, the District will select among requested employees on the basis of seniority.

F. Vacation taken pursuant to paragraph "B" above must be completed not later than December 15 of the calendar year. Vacation will not be authorized for amounts of less than five (5) days during the period between December 16 and January 2, dates inclusive, of the following calendar year.

G. In the event that either party is unable to resolve matters concerning the implementation of this agreement [TCSA-13] by conference between the parties, either party may terminate this agreement [TCSA-13] by providing the other party with written notice of cancellation effective no earlier than thirty (30) days subsequent to the date that the cancellation notice is received by the other party.

H. This agreement [TCSA-13] does not replace the National Vacation Agreement of December 17, 1941 and amendments thereto. In the event of a dispute concerning the applicability of this agreement [TCSA-13] or the National Vacation Agreement, the terms of the National Vacation Agreement shall control.

**RULE 15**  
**Promotion and Transfer to Another Craft**

A. Mechanics in service will be considered for promotion.

B. Employees covered by this Agreement who prior to the Effective Date thereof have been promoted to an official, supervisory, or excepted position will continue to accumulate seniority in the craft or class represented by the Organization so long as they pay a monthly service fee equal to the currently applicable membership dues to the Organization and if such fees are not paid, they shall cease to accumulate seniority. In the event an employee elects not to pay the monthly fee, the duly authorized representative of the Organization shall notify the District's Director of Labor Relations with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the monthly fee to the Organization, the employee shall cease to accumulate seniority in the craft or class represented by the Organization.

C. Employees promoted to an official, supervisory, or excepted position subsequent to the Effective Date of this Agreement may elect to retain and accumulate seniority within the craft or class represented by the Organization so long as they pay a monthly service fee equal to the currently applicable membership dues to the Organization. In the event such an employee elects not to pay the monthly fee to retain seniority, the duly authorized representative of the Organization shall notify the District's Director of Labor Relations with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the monthly fee to the Organization, the employee's seniority in the craft or class represented by the Organization will be terminated and the employee's name removed from the seniority roster.

D. Promoted employees retaining seniority pursuant to this Rule shall, when returning to work as mechanics, exercise seniority within seven (7) calendar days under the following conditions:

1. If such employee is subsequently removed from such position by the District (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, or

2. In the event an employee is not subsequently removed by action of the District from his promoted position but voluntarily demoted himself, he shall be entitled to displace the junior employee on the seniority roster or bid on a bulletin vacancy on said roster.

E. An employee covered by this Agreement who transfers to another craft or class may elect to retain and accumulate seniority within the craft or class represented by the Organization for a period of ninety (90) days from the date of such transfer, or ninety (90) days from the date such transferred employee completes any required probationary or training period, whichever is greater, provided such transferred employee pays a monthly service fee equal to the currently applicable membership dues of the Organization. In the event such transferred employee elects not to pay the monthly fee to retain seniority, the duly authorized representative of the Organization shall notify the District's Director of Labor Relations with a copy to the employee involved. If within thirty (30) calendar days after receipt of such notification the employee has not paid the monthly fee to the Organization, the employee's seniority in the craft or class represented by the Organization will be terminated and the employee's name removed from the seniority roster.

F. A transferred employee retaining seniority pursuant to this Rule, who, for reasons other than dismissal for cause, fails to successfully complete the required training or probationary period associated with the position to which transferred, or during such training or probationary period voluntarily elects to remove himself from such transferred position, shall, when returning to work in the craft or class represented by the Organization, exercise seniority within seven (7) calendar days and shall be entitled to displace the junior employee on the seniority roster or bid on a bulletin vacancy on said roster.

#### **RULE 16**

#### **Promotion and Transfer within a Craft**

A. Employees promoted from one classification to another will retain and accumulate seniority in the classification from which promoted.

B. Employees transferring from one point to another in the same classification, with a view of accepting a permanent transfer, will after sixty (60) days lose their seniority in that classification at the point from which transferred and their seniority at the point to which transferred will begin on the date of transfer seniority to govern.

C. Employees will not be required to accept a permanent transfer to another point.

D. Employees will be considered promoted after working a regular assignment made under Rule (Bulletining of Positions) 13 for sixty (60) days or more.

E. In the absence of bids on bulletined Carmen positions from employees having bid privileges, the District will accept written applications in seniority order from Carmen desiring to transfer from one seniority list to another seniority list within the Mechanical Department. Permanent assignment of such an application shall be subject to the applicant displaying the necessary skills to qualify; the District will make such judgment within sixty (60) days from the date on which the employee assumes the position.

F. An employee disqualified under this Rule will have displacement rights.

#### **RULE 17** **Leaves of Absence**

A. When the requirements of the service will permit, employees, on request, will be granted leave of absence in accordance with District policy, with privilege of renewal.

B. Failure to return at the expiration of a leave of absence will result in loss of seniority rights.

C. An employee on leave who engages in other employment will lose his seniority unless special provisions therefore shall have been made in writing by the proper official and committee representing his craft.

D. Employees serving as labor representatives will retain their full rights and continue to accumulate seniority.

#### **RULE 18** **Attending Court**

When attending court or inquest as witnesses for the District, employees will be reimbursed for reasonable expense, supported by receipts, and for each day or part thereof, including rest days and holidays, will be paid for such court or inquest service consistent with the Rules of this Agreement. The District shall furnish necessary transportation, and any fees or mileage accruing will be assigned to the District.

#### **RULE 19** **Payment for Time**

A. Employees will be paid compensation for time worked during regular working hours on the first shift semi-monthly except where state laws or the District's regulations provide a more desirable paying condition.

B. Where there is a shortage equal to one (1) day's pay or more in the pay of an employee, a voucher will be issued to cover the shortage.



C. Employees leaving the service of the District, will be furnished with a time voucher covering all time due within twenty-four (24) hours where pay certificates are issued and within forty-eight (48) hours at other points; or earlier, if possible.

### Training Pay

A. Shop ~~Carmen~~ assigned an employee with less than one hundred twenty (120) days of time in service as a Shop Carmen shall receive an arbitrary payment of one (1) hour of straight time wages for each day assigned a trainee(s).

B. Terminal Carmen assigned a Terminal Carmen trainee shall receive an arbitrary payment of one (1) hour of straight time wages for each day assigned a trainee(s).

C. The arbitrary payment will not be paid unless the training assignment is memorialized in writing by the appropriate supervisor on the trainer's timecard. The arbitrary payment shall not be subject to overtime, pyramiding, or duplication. The rate of the arbitrary payment shall be paid at the trainer's rate of pay and shall not exceed one (1) hour, regardless of the number of trainees assigned.

### RULE 20 Reduction of Forces

(12) A. When forces are reduced, seniority in accordance with Rule 23 (Assignment of Work) shall govern. Except as otherwise provided in this Rule, regularly assigned employees will be given advance notice of not less than five (5) working days before abolishment of their position or reduction in force. A list of employees affected will be posted on bulletin boards and a copy provided to the local Committee and General Chairman.

The exercising of seniority to displace junior employees (also known as "rolling" or "bumping") shall be permitted only when existing assignments are canceled, in which case the employee(s) affected will give notification of intent to displace within twenty-four (24) hours after receiving notice of reduction to enable all employees affected to place themselves within the singular five (5) day notice.

B. 1. Advance notice requirements to employees before temporarily abolishing positions or making temporary force reductions are not required under emergency conditions such as flood, snow storm, hurricane, tornado, earthquake, fire, or labor dispute other than as covered by paragraph "B.2." below, provided that such conditions result in suspension of the District's operations in whole or in part. Such temporary force reductions will be confined solely to those work locations directly affected by any suspension of operation. Notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously

notified not to report shall receive two (2) hours of pay at the applicable rate for his position.

2. Advance notices before positions are temporarily abolished or forces are temporarily reduced are not required where a suspension of the District's operations in whole or in part is due to a labor dispute between the ~~District~~ and any of its employees.

C. Employees laid off in reduction of force desiring to retain their seniority rights must file their address in writing with their foreman and local Committee within five (5) days of the date of furlough and given notice of any change in address thereafter within fifteen (15) days. Employees failing to return to service within fifteen (15) days following the date of notice to return to service is forwarded to last known address will forfeit all seniority rights and will be considered out of service.

D. Employees restored to service in an increase in force will not be laid off again without the five (5) working days of advance notice provided for in this Rule. The local Committee will be provided with a copy of the list of employees to be restored to service.

E. Those Journeyman Carman who have exercised their car cleaner's rights upon furlough from one (1) seniority roster, will be granted the opportunity in seniority order to train and qualify on another carman seniority roster subject to the service needs of the Carrier.

## **RULE 21**

### **Scope Adjustments**

Employees regularly assigned as crew car cleaners will continue to be engaged in all daily routine mopping, wipe down, and trash removal of all passenger car interiors. The District at its option, may subcontract heavy cleaning of passenger cars. If the District chooses not to subcontract heavy cleaning work, such work shall be reserved for the Organization. As a result, no employees represented by the Organization as of the Effective Date of this Agreement may be furloughed. The District shall segregate the subcontracted work as practicable.

The District's right to subcontract heavy cleaning of passenger cars will not be abrogated in the event of a furlough of a shop carman who maintains rights on the car cleaner's roster and chooses not to exercise rights as a car cleaner. Said employee will continue to remain on the Shop Carmen roster in furloughed status.

Note: The parties shall continue their current practices regarding subcomponent subcontracting. The notices and responses shall continue to be processed by the parties on an expedited basis.

**RULE 22**  
**Seniority**

Seniority of employees covered by this Agreement shall be confined to the following "department":

Maintenance of equipment with two (2) subdivisions as follows:

1. Michigan City Shop Forces
2. Passenger Yard Forces, including all Car Cleaners

The seniority lists will be open to inspection and copy furnished the committee.

Seniority lists will be posted in January of each year.

Errors in seniority must be protested in writing within sixty (60) days in order to be considered for correction.

Date and time of pre-employment physical examination shall determine seniority ranking.

**RULE 23**  
**Assignment of Work**

No one but mechanics or apprentices, regularly employed as such, shall do mechanic's work as per special rules of each craft. This does not prohibit foremen in exercise of their training duties to perform this work. *The District must notify the Organization prior to training taking place.*

**RULE 24**  
**Assignment at Welding Work**

In compliance with the special rules included in this Agreement, none but mechanics and their apprentices in their respective crafts shall operate oxyacetylene, thermit, or electric welders. Where oxyacetylene or other welding processes are used, each craft shall perform the work which was generally recognized as work belonging to that craft prior to the introduction of such processes.

When performing the above work for four (4) hours or less in any one day, employees will be paid the welder's rate of pay on the hourly basis with a minimum of one (1) hour, for more than four (4) hours in any one day, the welder's rate will apply for that day.

The welder's rate shall be the welder's differential above the basic rate for that classification (twenty-five cents (\$.25) per hour).

It is understood that this welder's rate is to apply to welders only and is not to apply to men using an acetylene torch for cutting.

**Rule 25**  
**Foremanship Filling Temporarily**

Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own or foreman's rate, whichever is greater, at straight time rate for straight time hours and overtime rate for overtime hours.

**Rule 26**  
**Grievances**

A. Should any employee subject to this Agreement believe he has been unjustly dealt with, or any of the provisions of this Agreement have been violated, the case shall be presented in writing to the appropriate department head or officer designated to handle such matter by or on behalf of the employee involved 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 District shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance, the employee or his representative, in writing, of the reason 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 for waiver of the contentions of the District 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 the receipt of notice of disallowance and the representative of the District shall be notified in writing, within that time of the rejection of his 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 position 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, extend the sixty (60) day period for a decision or appeal up to and including the highest officer of the District designated for that purpose.

C. The requirements outlined in paragraphs "A" and "B" above, pertaining to an appeal by the employee and a decision by the District, shall govern in appeals taken to each supervising officer, except in cases of appeal from the decision of the highest officer designated by the District 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 his 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.

It is understood, however, that the parties may by agreement in any particular case extend the nine (9) month period herein referred to.

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. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

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 Rule is not intended to deny the right of the employees to use any other lawful action for 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 District.

G. This Rule shall not apply to request for leniency.

#### **RULE 27**

##### **Shutdown/Suspension of Work**

Prior to assertion of grievances as herein provided and while question of grievance is pending, there will be neither a shutdown by the employer nor a suspension of work by the employee.

#### **RULE 28**

##### **Discipline**

A. An employee shall not be disciplined or dismissed from service, except as provided for in Rule 29 (Probationary Period), 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. Discussion of the waiver shall not constitute an admission of guilt by the employee or prejudgment by the District and may not be made part of the hearing record.

An employee shall not be withheld from service pending a hearing except in serious cases.

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. Notice of such hearing, stating the precise charge or charges, will be given to the employee in writing within twenty (20) days from the time the District has knowledge of the offense(s) under investigation. A copy of such notice will be furnished to the duly authorized representative.

Upon written request of the local chairman or committeeman, the District shall furnish copies of all written statements to be presented at the hearing at least twenty-four (24) hours prior to the hearing.

C. The hearing shall be held within ten (10) days from the date of the notice apprising the employee of the precise charges against him unless it has been postponed by request of either the employee, the duly authorized representative, or the District. If the employee has been removed from service, the investigation will be held within ten (10) days of the date on which the employee was removed from service.

If the hearing is not held within the specified time, no action will be taken by the District 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. The decision and a copy of the transcript shall be rendered and transmitted in writing to the employee, with copy to the duly authorized representative, within twenty (20) days after completion of the hearing. If a decision is not rendered within the specified time, no action will be taken by the District and the employee's record will be cleared.

The employee and/or his duly authorized representative shall have the right to record the proceedings of the hearing. This provision shall not be used to delay or postpone the hearing.

G. An employee dissatisfied with the decision of the hearing shall have the right to appeal, either in person or through a duly authorized representative, provided that a written claim or grievance is presented directly to the District's officer designated to handle the first level of appeal. The time limits set forth in Article V (Time Limit Rule) of the Agreement dated August 21, 1954, shall be applicable to claims and grievances arising in discipline cases.

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.

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 all health and welfare benefits as if the employee had not been suspended or dismissed in the first place.

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

I. An employee notified by the District to appear as witness at an investigation will be compensated at his applicable rate of pay.

J. 1. The rules governing investigation and appeal may be waived by any employee who elects to accept predetermined discipline offered by the District, not to exceed ten (10) days actual suspension and sixty (60) days record suspension. In those circumstances where an employee has received notice of pending investigation and desires to consider a waiver, the employee must provide a written request for conference to their immediate supervisor not later than seventy-two (72) hours from the date that the employee received the notice of investigation.

2. If the supervisor determines that a waiver may be appropriate, the supervisor will schedule a conference with the charged employee. Otherwise, the supervisor will advise the employee in writing that the request for conference is denied.

3. The conference may include those District officials and employees deemed relevant by the supervisor. The employee's Local Chairman, General Chairman, or other local Organization officer assigned by the Organization to represent or assist the charged employee may attend the conference, at the option of the employee under charge, but the employee may execute the waiver/consent form without representation. After an informal discussion in conference of the facts and circumstances giving

rise to the notice of investigation and if the supervisor still determines that discipline is still warranted, the supervisor will offer a waiver/consent form to the employee under charge. The waiver/consent form will contain the amount of the proposed discipline. The employee shall have forty-eight (48) hours from the time of receipt of the waiver/consent form to advise as to whether the employee will elect to accept the discipline under the ~~waiver~~ procedure. If the waiver/consent form is not timely returned to the supervisor and signed as accepted, the employee shall be deemed to have elected to proceed with an investigation.

4. Unless otherwise agreed by the parties, the discipline will be served commencing no later than the day following signing of waiver/consent form by employee under charge. Any Organization or employee rights to investigation or appeal are waived upon the employee signing the waiver/consent form.

5. The time limits for holding an investigation shall be extended on a day-for-day basis from and including the day that the employee submits their request for conference to and including the day that the waiver/consent form is due.

6. After one (1) year from date of waiver, discipline assessed shall be nullified, provided the employee(s) has no other violations of the General Rules or Safety Rules of like nature in the one (1) year period.

K. A sample waiver agreement is attached hereto as Supplement B.

#### **RULE 29** **Probationary Period**

A. A newly hired employee will be on probation for the first one hundred twenty (120) days in a position covered by this Agreement.

B. Employees may be discharged at the sole discretion of the District during the probationary period.

#### **RULE 30** **Committees**

The District will not discriminate against any committeeman who, from time to time, is designated to represent other employees and will grant him leave of absence and free transportation.

All conferences between local officials and local Committees are to be held during regular office working hours without loss of time for committeemen.



**RULE 31**  
**Working Conditions**

Good drinking water and ice will be furnished, and sanitary drinking fountains will be provided when necessary. Pits, floors, lockers, toilets, and washrooms will be kept in a clean, dry, and sanitary condition. Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question. The management, with the cooperation of the employees, will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

**RULE 32**  
**Personal Injuries**

Employees injured at work are required to make detailed written report 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 employee 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.

**RULE 33**  
**Notices**

A place will be provided inside all shops where proper notices of interest confined to subject in which the management and employee only are involved may be posted.

*A bulletin board will also be provided for concerns and postings of Organizational interest.*

**RULE 34**  
**Transportation**

Employees and those dependent upon them for support will be given the same consideration in issuing free transportation as is granted other employees in the service.

**RULE 35**  
**Protection to Employees**

Employees will not be assigned to jobs where they will be exposed to sand blast and paint blowers while in operation.

All acetylene and electric welding or cutting will be protected by a suitable screen when its use is required.

No employee will be required to work under a locomotive or car without being protected by proper signals where the nature of the work to be done requires it. Locomotives and passenger cars will be placed over a pit if available.

### **RULE 36**

#### **Physical Examinations**

A. Employees covered under this Agreement will not be required to take physical examinations unless it is apparent to the District's Chief Medical Officer that the employee's health or physical condition is such that an examination should be made. So far as is possible, physical examinations ordered by the District at its expense shall be conducted during regular working hours.

B. For those employees who are physically disqualified by the Chief Medical Officer and who disagree with the findings, the following procedure is established:

1. When an employee is found by the Chief Medical Officer to be physically disqualified, he shall be notified in writing by the Chief Medical Officer of the specific medical reason for the findings. If the employee questions the findings, he or his representative shall, within sixty (60) days (the last thirty (30) days of which the District will be exempted from any potential liability) of his notification of physical disqualification, notify the Director of Labor Relations in writing of an appeal and submit to the Chief Medical Officer a statement of medical evidence from the physician of the employee's choice, with respect to those matters on which he was found disqualified. Should the Chief Medical Officer continue of the opinion that the employee is still physically disqualified, he 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.

2. Should the employee disagree with the Chief Medical Officer's decision following the latter's review of the medical evidence presented, he or his representative may, provided he does so within fifteen (15) days after receipt of the decision, request a three (3) doctor panel, which shall be established as promptly as possible after receipt of his request. The panel shall be composed of a doctor of the employee's choice, a doctor of the District'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 his seniority. A majority decision shall govern.

3. Expenses involved in the application of the Rule will be handled by the District paying its doctor, the employee paying the doctor of his choice, and the expenses of the third doctor including such X-rays, laboratory examinations, as he may require being divided equally between the District and the employee involved.

4. ~~An employee~~ returned to service on the basis of the decision of he three (3) doctor panel will be made whole as to wages lost (with the exception of the thirty (30) day exemption period set forth in paragraph "B. 1" of this Rule) due to disqualification in the event the three (3) doctor panel concludes his condition did not warrant disqualification.

5. Should the three (3) doctor panel find the employee physically disqualified, the employee may, when he considers his physical condition warrants and submits to the Chief Medical Officer medical statements in support thereof, invoke again the procedures outlined hereinbefore except that he shall not do so earlier than six (6) months after the decision of the three (3) doctor panel. If the employee's physical condition has improved to the extent he is found to be qualified, he will be physically qualified to work but will not be made whole for loss of earnings incurred during the period of disability.

6. In the event the employee or his representative does not appeal the Chief Medical Officer's decision within the time limit specified herein, he shall be considered as having accepted the decision until after a minimum of six (6) month interval, at which time he may again present himself for examination by the District's 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 "B.1" of this Rule, the employee shall be made whole as to wage loss between the date the Chief Medical Officer should have made his decision and the date the employee receives his decision.

### **RULE 37** **Tardiness/Reports**

An employee punching a time clock within three (3) minutes after starting time will not be penalized unless it is shown to be his habitual practice.

All reports required by the District are to be made during working hours.

### **RULE 38** **Rolling/Bumping**

The exercise of seniority to displace junior employees, which practice is usually termed "rolling" or "bumping", will not be permitted except where jobs are abolished.

**RULE 39**  
**Valid Driver's License**

All employees required to drive the District's vehicles in the performance of their duties must hold valid driver's license.

**MACHINISTS SPECIAL RULES**

**RULE 40**  
**Qualifications**

Any employee who has served an apprenticeship or has seven hundred thirty-two (732) days of practical experience is qualified and capable of laying out and fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planning, grinding, finishing or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.

**RULE 41**  
**Classification of Work**

Machinists' work shall consist of laying out, fitting, adjusting, the operation of precision machine tools used in turning, boring, shaping, milling, slotting and grinding of metals or other materials; assembling, maintaining and dismantling of all machinery, the fabricating by fastening together by whatever method is required; machinists' work on lubricators and injectors on steam, electric, diesel electric, gas or any other type of locomotives, or internal combustion engines, turbines; mechanical drive mechanisms, all gears, axle gear boxes and inspection thereof on self-propelled cars; machinists' work on pumps, jacks, hydraulic elevators; machinists' work on car retarders and automatic train control systems; machinists' work on cranes, hoists, elevators, transfer and turntable mechanical drive mechanisms and bearings, air motors, steam engines, automatic equipment and trucks, (except work generally recognized as the work of other crafts affiliated with the Railway Employees Department); tools - pneumatic, mechanical, and hydraulic; machinists' work on electrically operated tools; all ratchet drilling, tapping, (on machinists' work) and other skilled or precision drilling, reaming and polishing in connection with machinists' work; all tool and die making, metal patterns for casting; tool and machine grinding; axle and wheel turning, boring and pressing; the machining of all bearings; the removing, repairing and applying of roller bearings in wheel and axle Shops or bearing repair Shops; the repair of locks and hydraulic door checks when removed from cars; scale building and repairing; machining and applying all pinions, belt sheaves, and mechanical coupling, (except removing, dismantling, assembling and applying all flexible pipe couplings); machinists' work on compressors and air brake valves; the dismantling; inspection by any method required to recondition, machining, hand fitting, reassembling and testing of refrigeration compressors, and blowers, all mechanical drive mechanisms, all internal combustion engines, all types of turbines used to drive electrical generating units or provide power for any purpose on all types of

equipment; the repairing and maintaining of shafting; all welding fusing, brazing, metalizing, bonding, cutting and burning of metals with such as oxyacetylene, electric thermit, heliarc, or any other process on work generally recognized as machinists' work; the use and operation of all tools and machines when used in the performance of machinists' work, including drill presses and bolt threaders, using a facing, boring or turning head or milling apparatus; and all other work generally recognized as machinists' work including all ~~machinists' work~~ performed in marine shops and marine yards.

Removal and applying of pinions, bearings and shafts on traction motor and generator armatures in dismantling and assembling and turning of commutators on dismantled armatures will be performed by machinists.

This Rule shall not be construed to prevent engineers, firemen and cranemen of steam shovels, ditchers, clam shells, wrecking outfits, pile drivers, and other similar equipment requiring repairs on line of road from making any repairs to such equipment as they are qualified to perform.

#### **RULE 42** **Machinists' Helpers**

Helpers' work shall consist of helping machinists and apprentices; operating drill presses (plain drilling) and bolt threaders, not using facing, boring or turning head or milling apparatus; wheel presses (on car, engine truck and tender truck wheels); nut tappers and facers, bolt pointing and grinders, attending tool room, machinery oiling, box packing, applying and removing trailer and engine truck brasses, assisting in dismantling locomotives and engines, locomotive draft rigging work except when performed by carmen, and all other work generally recognized as helpers' work.

#### **RULE 43** **Jury Duty**

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day lost less the amount allowed him 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 District 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 on account of jury duty, the District shall have the option of determining whether or not the employee's regular positions shall be blanked, notwithstanding the provisions of any other Rules.

E. Except as provided for in paragraph "F" of this Rule, an employee will not be required to work on his assignment on days on which jury duty:

1. Ends within four (4) hours of the start of his assignment; or
2. Is scheduled to begin during the hours of his assignment or within four (4) hours of the beginning of his assignment.

F. On any day that an employee is released from jury duty and four (4) or more hours of his work assignment remain, he must immediately inform his supervisor and report for work if advised to do so.

### **CARMEN'S SPECIAL RULES**

#### **RULE 44**

##### **Carmen**

Any man who served an apprenticeship or who has had seven hundred thirty-two (732) days of practical experience at carmen's work, and who with the aid of tools, with or without drawings, can layout, build or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

#### **RULE 45**

##### **Classification of Carmen's Work**

Carmen's work shall consist of building, repairing, assembling, maintaining, dismantling, all painting (including the application of cement or other weather proofing or sealer compounds), priming, surfacing, glazing, varnishing, sanding and finishing, decorating, lettering, cutting stencils, removing paint (not including removal in vats), all other work generally recognized as painters' work (except painting of bridges and buildings), all upholstering of all passenger train cars, freight train and work train and work train equipment cars (including all self-propelled cars); all pipe work including the operation of pipe threading machines, repair and inspection in connection with air brake appurtenances on freight train cars and work train equipment cars; inspection and light repairs in connection with pneumatic air brake triple valves or successor valves and air brake appurtenances on passenger train cars; removing, applying, repairing and testing pneumatic air brake valves or successor for all passenger train, freight train and work train equipment cars (including all self-propelled cars); installing and maintaining air conditioning ducts and air duct appurtenances on all cars; operating car journal brass trimming machines (excluding the use of such machines for store or shop order work), removing, repairing, applying, inspecting and maintaining all car journal bearings regardless of type (excluding removing, repairing and applying car journal roller bearings

on journals in wheel and axle shops or bearing repair shops); laying out material, operating punches and shears, shaping and forming, straightening, fabricating, plating and polishing, operating hand forges, heating torches in connection with carmen's work; planning mill, cabinet and bench carpenter work, and all other carpenter work in shops and yards; carmen's work in building, repairing, maintaining, upholstering of motor cars, hand cars, lever cars and station trucks; carmen's work on automotive equipment and trucks; joint car inspectors' work, car inspectors' work, safety appliance inspectors' and train car inspectors' work, including inspecting and repairing of cars on line of road or set out on line of road; the fastening or anchoring, regardless of method used, of Piggyback trailers to cars; coupling and uncoupling hose and testing air brakes and appurtenances on trains or cuts of cars in yards and terminals; wrecking derrick engineers, wrecking derrick fireman and wrecking crews' work at all wrecks or derailments of cars, locomotives and trains, and the operation and use of any other equipment used in wrecking service, operation of motor vehicles when used in transporting employees in performance of carmen's work; carmen's work in laying out of material, shaping, forming and fabricating of parts used in building and repairing underframes of gasoline and diesel motor cars, gasoline-electric and diesel electric rail motor cars, electric motor cars and rail motor cars, regardless of power used (excluding engines, turbines, motors, drive mechanisms and all gear and axle gear boxes), interior and exterior work in connection with the coach or baggage section beyond the engine room bulkhead or partition; removing and applying of all metal pilots where not built on metal pilot beams; removing and applying draft gear and couplers; lagging on steam, electric diesel, diesel electric, gas and other types of locomotives; building, repairing, removing and applying all doors, windows, window and door locks, hydraulic door checks (except when door locks and hydraulic door checks are removed and sent to machine shop for repair), wood and locomotive cabs, pilots, pilot beams, running boards, foot and headlight boards, removing and replacing flooring (cement, wood, linoleum, or composition) all tender trucks and tender truck frames; all welding, fusing, bracing, metalizing, bonding, cutting and burning of metals with oxyacetylene, electric, thermit, heliarc, or other processes on work generally recognized as carmen's work; all pattern and flask making, fabricating and assembling trays, shelves, bins, boxes, tables, benches, cabinets, buggies and housings, regardless of material used; carmen's work (including all painting and upholstering) in marine shops and marine yards; the use and operation of all tools and machines when used in the performance of carmen's work; the removal and installation of traction motors in trucks; making up passenger train cars and all other work generally recognized as carmen's work.

Making up passenger train cars, including switching at all yard terminals, installing jumpers and connecting air hoses, installing headlights, making up operators cab, cutting and adding passenger cars to trains at yard terminals, including all switching operations involved, operation of passenger cars and locomotives in shop yards and terminals and all other work generally recognized as carmen's work.

**RULE 46**  
**Carmen Apprentices**

Include regular and helper apprentices in connection with the work defined in Rule 44 (Carmen).

**RULE 47**  
**Inspectors**

Employees assigned to inspecting work must be able to speak and write the English language and have a fair knowledge of the Association of American Railroads' (AAR) rules and safety appliance laws.

**RULE 48**  
**Protection for Repairmen**

Switches of repair tracks will be kept locked with special locks and men working on such tracks will be notified before any switching is done. A competent person will be regularly assigned to perform this duty and held responsible for seeing it is performed properly.

**RULE 49**  
**Blue Flag Protection**

Trains or cars, while being inspected or worked on by train yard men, will be protected by blue flag by day and blue light by night which will not be removed except by the man placing the same.

**RULE 50**  
**Miscellaneous**

Crayons, soapstones, marking pencils, tool handles, saw files, motor bits, brace bits, cold chisels, bars, steel wrenches, steel sledges, hammers (not claw hammers), reamers, drills, taps, dies, lettering and stipling pencils, and brushes will be furnished by the District.

**RULE 51**  
**Road Work**

When necessary to repair cars on the road or away from shops, carmen and helpers, when necessary, will be sent out to perform such work as putting in couplers, draft rods, draft timbers, arch bars, center pins, putting cars on center, truss rods and wheels and work of similar character.



**RULE 52**  
**Apprentices**

Apprentices may be selected upon the negotiation of an apprentices program between the District and the employees.

**RULE 53**  
**Car Cleaners**

Car cleaners will be covered by this Agreement. They may be assigned to do any other unskilled work during their eight (8) hour period of service. Car cleaners promoted or transferred to other classifications will retain and accumulate seniority as cleaners.

**RULE 54**  
**Terminal Carmen and Car Cleaners Temporary Vacancies**

The following Rules are intended to provide for relief forces and to definitely establish a method of filling temporary vacancies in terminal Carmen and cleaner classes as follows:

**Car Cleaners**

Relief car cleaner jobs may be created at Michigan City Shops and used to fill all temporary vacancies not covered by Rule 13 (Bulletining of Positions), according to Rule 9 (Temporary Vacancies). Cleaners holding relief positions shall protect all temporary cleaner assignments when called to do so.

**Terminal Carmen**

Terminal carmen car cleaners who have qualified as terminal Carmen and are available will be used to fill all temporary vacancies as Carmen, not covered by Rule 13 (Bulletining of Positions), according to Rule 9 (Temporary Vacancies).

Cleaners, so qualified, will be shown on Seniority Roster, when published, for information only and will protect all temporary Carmen assignments when called to do so.

When available, car cleaners qualified as Terminal Carmen will be used on a rotating basis to fill vacation and short-term vacancies of Terminal Carmen positions. Each rotation used to fill vacation and short-term vacancies of Terminal Carmen positions shall not exceed one (1) week at a time per employee.

Employees covered above will not be covered by Rule 10 (Changing Shifts) unless required to work two (2) consecutive shifts.

**RULE 55**  
**General Rules**

Except as provided for under the Special Rules of each craft, the General Rules shall govern in all cases.

**RULE 56**  
**Distribution of Agreement**

The District will have printed, in book form, copies of this Agreement and furnish a copy to each employee affected.

**RULE 57**  
**Rate of Pay**

Rate of pay of employees covered by this Agreement are those contained in Supplement C and shall remain in effect until changed as provided for herein or by future Agreement. Bulletin notice of changes in rate of pay based on future general and cost of living adjustments will be posted on bulletin boards accessible to employees covered by this Agreement, copy to the General Chairman.

**RULE 58**  
**Health and Welfare**

Though not reproduced herein, the District agrees to provide employees represented by the union signatory hereto and their dependents with health and welfare coverage under *the existing National Agreement and Supplement C*.

Booklets made available to the District describing the plans and benefits of these coverages will be furnished the affected employees by the District.

**RULE 59**  
**Payments Made to Employees Injured under Certain Circumstances**

Though not reproduced herein, provisions covering payments made to employees injured under certain circumstances shall be applicable to the employees covered by this Agreement and the coverage thereunder is contained in *the existing National Agreement*.

**RULE 60**  
**Supplemental Sickness**

rep. Though not reproduced herein, provisions covering supplemental sickness benefits contained in the March 29, 1979 National Agreement, as amended, are applicable to employees covered by this Agreement.

**RULE 61**  
**Union Shop and Dues Deduction Agreement**

Though not reproduced herein, the text of the Union Shop and Dues Deduction Agreement is applicable to employees covered by *the existing National Agreement*.

**RULE 62**  
**Subcontracting Work**

Though not reproduced herein, the subcontracting of work is covered by *the existing National Agreement*.

**RULE 63**  
**Bereavement Leave and Interpretations**

Though not reproduced herein, bereavement leave and interpretations are applicable to employees covered by *the existing National Agreement*.

**RULE 64**  
**Non-Discrimination**

The provisions of this Agreement shall be applied to all employees covered by this Agreement without regard to race, color, sex, age, national origin, disability, or any other basis prohibited by applicable law, except in those cases where a bona fide occupational qualification exists.

**RULE 65**  
**Effective Date and Changes**

A. It is understood and agreed that this Agreement replaces and supersedes all prior Agreements between the NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT and the CARMEN, MACHINISTS, AND CAR CLEANERS in ~~the~~ service of the NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT as represented by the BROTHERHOOD OF RAILWAY CARMEN DIVISION - TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION, and such other agreements referenced therein.

B. The Effective Date of this Agreement is January 1, 2008. This Agreement supersedes all other rules, agreements and understandings in conflict herewith and shall continue in effect until changed as provided herein or in accordance with the Railway Labor Act, as amended.

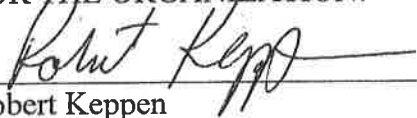
C. No notice to change existing agreements shall be served prior to November 1, 2011, not to become effective before January 1, 2012; however, nothing herein shall be construed to prohibit agreement on any matter on which the parties are agreeable.

D. This Agreement is made this 1<sup>st</sup> day of April, 2008, and is effective as set forth herein.

FOR THE DISTRICT:

  
Gerald R. Hanas  
General Manager

FOR THE ORGANIZATION:

  
Robert Keppen  
Local Chairman

# SUPPLEMENT A



## SHOP CRAFTS NATIONAL VACATION AGREEMENTS

The following represents a synthesis in one document, for the expressed convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Vacation Agreements of August 21, 1954, August 19, 1960, November 21, 1964, February 4, 1965, September 27, 1967, September 2, 1969, May 12, 1972, December 4, 1978 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 Vacation Agreement shall govern.

SECTION 1. (A) Effective with the calendar year 1973, 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 twenty (120) days during the preceding calendar year.

(B) Effective with the calendar year 1973, 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 ten (110) 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 ten (110) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of two (2) of such years, not necessarily consecutive.

(C) Effective with the calendar year 1982, 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 on not less than one hundred (100) days (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of eight (8) of such years, not necessarily consecutive.

(D) Effective with the calendar year 1982, 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 (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of seventeen (17) of such years, not necessarily consecutive.

(E) Effective with the calendar year 1973, 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 (133 days in the years 1950-1959 inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) 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 his own sickness or because of his own 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) or more years 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 the service of the employing Carrier in accordance with the Military Selective Act of 1967, as amended, the time spent by such Employees in the Armed Forces subsequent to their employment by the employing Carrier will be credited as qualifying service in determining the length of vacations for which they may qualify upon their return to the service of the employing Carrier.

(J) In instances where an Employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year preceding his return to railroad service has rendered no compensated service or had rendered compensated service on fewer days than are required to qualify for a vacation in the calendar year of his return to railroad service, but could qualify for a vacation in the year of his return to railroad service if he had combined for qualifying purposes days on which he



was in railroad service in such preceding calendar year with days in such year on which he was in the Armed Forces, he will be granted, in the calendar year of his return to railroad service, a vacation of such length as he could so qualify for under paragraphs (A), (B), (C), (D), or (E) and (1) hereof.

(K) In instances where an Employee who has become a member of the Armed Forces of the United States returns to the service of the employing Carrier in accordance with the Military Selective Service Act of 1967, as amended, and in the calendar year of his return to railroad service renders 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 he had combined for qualifying purposes days on which he was in railroad service in the year of his return with days in such year on which he was in the Armed Forces, he will be granted, in such following calendar year, a vacation of such lengths as he could so qualify for under paragraphs (A), (B), (C), (D) or (E) and (1) hereof.

(L) 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 granted the vacation in the year of his return. In the event such an Employee does not return to service in the following year for the same Carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or General Chairman.

(From Article III - Vacations - Section 1 of May 12, 1972, Article III - Vacations - December 11, 1981 Agreements)

SECTION 2. Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, Article 15 of such Agreement is hereby further amended to read as follows:

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 desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Article III - Vacations - Section 2 of May 12, 1972 Agreement)

SECTION 3. The terms of this Agreement shall not be construed to deprive any Employee

of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under an in accordance with the terms of such existing rule, understanding or custom.

(From Section 3 of December 17, 1941 Agreement)

An Employee's vacation period will not be extended by reason of any of the eleven recognized holidays (New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, ~~Christmas~~ and New Year's Eve Day) 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 therefor, falling within his vacation period.

(From Article III - Vacations - Section 3, May 12, 1972 Agreement)

SECTION 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 vacation 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.

(From Sections 4-(A) and 4-(B) of December 17, 1941 Agreement)

SECTION 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.

(From Section 5 of December 17, 1941 Agreement).

Such Employee shall be paid the time and one-half rate for work performed during his vacation period in addition to his regular pay.

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

(From Article I - Vacations - Section 4 of August 21, 1954 Agreement)

~~SECTION 6:~~ The Carriers 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 his return from vacation, the Carrier shall not be required to provide such relief worker.

(From Section 6 of December 17, 1941 Agreement)

SECTION 7. Allowance 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 his 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 his 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 he performed service.

(From Section 7 of the December 17, 1941 Agreement)

"As to an Employee having a regular assignment, but temporarily working on another position at the time his vacation begins, such Employee while on vacation will be paid the daily compensation of the position on which actually working at the time the vacation begins, provided such Employee has been working on such position for twenty days or more."

(From Award of Referee Wayne L Morse, November 12, 1942.)

SECTION 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 he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year. ~~The Employee~~ The Employee has qualified therefor 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 his estate, in that order of preference.

(From Article IV - Vacations - Section 2 of August 19, 1960 Agreement)

SECTION 9. Vacations shall not be accumulated or carried over from one vacation year to another.

(From Section 9 of December 17, 1941 Agreement)

SECTION 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 his 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 vacation or 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 his own normal compensation for the hours of his own assignment because of vacations to other Employee.

(From Section 10 of December 17, 1941 Agreement)

SECTION 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.

(From Section 11 of December 17, 1941 Agreement)

SECTION 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 thereof under the provision hereof. 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 he 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 rights 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.

(From Section 12 of December 17, 1941 Agreement)

SECTION 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 understanding to implement the purposes of this Agreement, provided that such changes or understandings shall not be inconsistent with this Agreement.

(From Section 13 of December 17, 1941 Agreement)

SECTION 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 Carriers Conference Committees 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 the 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.

(From Section 14 of December 17, 1941 Agreement)

SECTION 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, or 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 desire to make. Thereupon such proposals or the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

(From Articles III - Vacations - Section 2 of May 12, 1972 Agreement)

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 Sections 1 and 2 of 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 said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

(From Article 1 - Vacations - Section 6, August 21, 1954 Agreement)

# **SUPPLEMENT B**





## WAIVER OF INVESTIGATION

In accordance with the current working agreement between the Northern Indiana Commuter Transportation District and its employees represented by the (list union), I hereby agree to waive my rights to appeal by my signature to this Waiver of Investigation.

I agree to accept the following discipline: \_\_\_\_\_ ( ) days will be placed on my personal service record as a record suspension and will remain there for a period of one year from the signing of this waiver, this record time will be served if a future rule violation occurs.

This assessment of discipline is in connection to:

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness, (list union)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(list union) Representative

\_\_\_\_\_  
District Official offering waiver

This assessment of discipline is agreed upon by those signatures affixed. This waiver concerns only the matters proposed for investigation in the letter dated, \_\_\_\_\_, \_\_\_\_\_, 200\_\_, and does not constitute precedent for other pending or future matters.



# SUPPLEMENT C



**EMPLOYEE AND DEPENDENTS HOSPITAL, SURGICAL AND  
MEDICAL BENEFITS AND EMPLOYEE GROUP LIFE INSURANCE**

Employees covered by this Agreement and their eligible dependents are covered by The Health and Welfare Plan of the Nation's Railroads and the Railway Labor Organizations as outlined in booklet form.

Emp.  
Health  
as of

Emp.  
Health  
as of

Emp.



# SUPPLEMENT D





## OFF-TRACK VEHICLE ACCIDENT PLAN

Pursuant to the National Agreement signed October 7, 1971, as amended, payments to employees injured under certain circumstances will be made in accordance with the following provisions:

Where employees sustain personal injuries or death under the conditions set forth in Section 1 below, the Carrier will provide and pay such employees, or their personal representative, the applicable amounts set forth in Section 2 below, subject to the provisions of other sections in this Appendix.

**Section 1. Covered Conditions.** This Appendix is intended to cover accidents involving employees covered by this agreement while such employees are riding in, boarding, or alighting from off-track vehicles authorized by the Carrier and are:

- (1) deadheading under orders, or
- (2) being transported at Carrier expense.

**Section 2. Payment to be Made.** In the event that any one of the losses enumerated in paragraphs (a), (b), and (c) below results from an injury sustained directly from an accident covered in Section 1 and independently of all other causes and such loss occurs or commences within the time limits set forth in paragraphs (a), (b), and (c) below, the Carrier will provide, subject to the terms and conditions herein contained, and less any amounts payable under Group Policy Contract GA-23000 of The Travelers Insurance Company or any other medical or insurance policy or plan paid for in its entirety by the Carrier, the following benefits:

(a) **Accidental Death or Dismemberment:** The Carrier will provide for loss of life or dismemberment occurring within 120 days after date of an accident covered in Section 1:

Loss of Life	\$300,000
Loss of Both Hands	\$300,000
Loss of Both Feet	\$300,000
Loss of Sight of Both Eyes	\$300,000
Loss of One Hand and One Foot	\$300,000
Loss of One Hand and Sight of One Eye	\$300,000
Loss of One Foot and Sight of One Eye	\$300,000
Loss of One Hand or One Foot or Sight of One Eye	\$150,000

"Loss" shall mean, with regard to hands and feet, dismemberment by severance through or above wrist or ankle joints, with regard to eyes, entire and irrecoverable loss of sight.

No more than \$300,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(b) **Medical and Hospital Care:** The Carrier will provide payment for the actual expense of medical and hospital care commencing within one hundred twenty (120) days after an accident covered under Section 1 of injuries incurred as a result of such accident, subject to limitation of \$3,000 for any employee for any one accident, less any amounts payable under Group Policy

Contract GA- 23000 of The Travelers Insurance Company or under any other medical or insurance policy or plan paid for in its entirety by the Carrier.

(c) **Time Loss:** The Carrier will provide an employee who is injured as a result of an accident covered under Section 1 commencing within thirty (30) days after such accident 80% of the employee's basic full-time weekly compensation from the carrier for time actually lost, subject to a maximum payment of \$1,000.00 per week for time lost during a period of one hundred fifty-six (156) continuous weeks following such accident provided, however, that such weekly payment shall be reduced by such amounts as the employee is entitled to receive as sickness benefits under provisions of the Railroad Unemployment Insurance Act

(d) **Aggregate Limit:** The aggregate amount of payments to be made hereunder is limited to \$10,000,000 for any one accident and the Carrier shall not be liable for any amount in excess of \$10,000,000 for any one accident irrespective of the number of injuries or deaths which occur in or as a result of such accident. If the aggregate amount of payments otherwise payable hereunder exceeds the aggregate limit herein provided, the Carrier shall not be required to pay as respects each separate employee a greater proportion of such payments than the aggregate limit set forth herein bears to the aggregate amount of all such payments.

This Appendix shall become effective January 1, 1979.

**Section 3. Payment in Case of Accidental Death.** Payment of the applicable amount for accidental death shall be made to the employee's personal representative for the benefit of the persons designated in, and according to the apportionment required by the federal Employers Liability Act (45 U.S.C. 51 et sec. as amended), or if no such person survives the employee, for the benefit of his estate.

**Section 4. Exclusions.** Benefits provided under Section 2 shall not be payable for or under any of the following conditions:

- (1) Intentionally self-inflicted injuries, suicide or any attempt threat while sane or insane;
- (2) Declared or undeclared war or any act thereof;
- (3) Illness, disease, or any bacterial infection other than bacterial infection occurring in consequence of an accidental cut or wound;
- (4) Accident occurring while the employee driver is under the influence of alcohol or drugs, or if an employee passenger who is under the influence alcohol or drugs in any way contributes to the cause of the accident;
- (5) While an employee is a driver or an occupant of any conveyance engaged in any race or speed test;
- (6) While an employee is commuting to and/or from his residence or place of business.

**Section 5. Offset.** It is intended that this Appendix is to provide a guaranteed recovery by an employee or his personal representative under the circumstances described, and that receipt of payment thereunder shall not bar the employee or his personal representative from pursuing any

remedy under the Federal Employers Liability Act or any other law; provided, however, that any amount received by such employee or his personal representative under this Appendix may be applied as an offset by the railroad against any recovery so obtained.

**Section 6. Subrogation.** The Carrier shall be subrogated to any right or recovery an employee or his personal representative may have against any party for loss to the extent that the carrier has made payments pursuant to this Appendix.

The payments provided for above will be made, as above provided, for covered accidents on or after January 1, 1979.

It is understood that no benefits or payments will be due or payable to any employee or his personal representative, unless such employee or his personal representative, as the case may be, stipulates as follows:

"In consideration of the payment of any of the benefits provided in Article IV of the Agreement of October 7, 1971 (May 12, 1972 for Sheet Metal Workers), agrees to be governed by all the conditions and provisions said and set forth by Article IV."

**Section 7. Savings Clause.** This Appendix supersedes as of January 1, 1972 (August 1, 1972 for Sheet Metal Workers) any agreement providing benefits of a type specified in Section 2 hereof under the conditions specified in Section 1 hereof; provided, however, any individual railroad party hereto, or any individual committee representing employees party hereto, may by advising the other party in writing by December 1, 1971 (July 1, 1971 for Sheet Metal Workers) elect to preserve in its entirety an existing agreement providing accident benefits of the type provided in this Appendix IV in lieu of this Appendix.

{This Appendix is applicable to NIRCRC as of October 1, 1986}

**NOTE:** Minor stylistic and format changes were made to this Appendix as part of the August 1, 2008 updating and reprinting of the General Rules Agreement.



# SUPPLEMENT E

under the provisions of a protective agreement, a statute, or an order of a regulatory authority, within twelve calendar months after his insurance had terminated, shall again become insured on the day on which he again renders compensated service under the coverage of a schedule agreement held by a labor organization signatory hereto, and his insurance shall continue for the remainder of that calendar month. An employee who while insured leaves the service of one railroad, and without missing more than one week of work returns to work for another railroad on which he is already a qualified employee, will continue to be insured for the remainder of that calendar month. A qualified employee who has ceased to render compensated service may continue to be insured if the participating railroad by which he is employed is obligated to provide him continued benefits under compensation maintenance provisions of an agreement, a statute, or an order of a regulatory authority and makes premium payments under the applicable insurance contract in the same manner as if the employee had rendered compensated service.

Note: The term "insured" in this Paragraph 2 does not necessarily imply coverage by a contract of insurance as referred to in Paragraph 7.

(c) Qualified Employees. A qualified employee is one who -

(i) has completed 30 days of continuous employment relationship with the same participating railroad, in a capacity in which he has been represented by a labor organization or organizations of shop craft employees and covered by its or their schedule agreements, and

(ii) has completed the requirements to be a "Qualified Employee" as that term is used in Section 3 of the Railroad Unemployment Insurance Act, reading as follows:

"An employee shall be a 'qualified employee' if the Board finds that his compensation will have been not less than \$1,000 with respect to the base year, and, if such employee has had no compensation prior to such year, that he will have had compensation with respect to each of not less than five months in such year."

The term "base year" means the completed calendar year immediately preceding the beginning of a benefit year. The term "benefit year" means for purposes of the above definition the twelve-month period beginning July 1 of any year and ending June 30 of the next year.

In arriving at the \$1,000, only the first \$400 of compensation in any month is counted. If the Act should be amended so as to change the definition of "qualified employee" or the associated elements mentioned above during the life of this Agreement, this Paragraph 2(c) will be regarded as amended in conformity with the Act.

An employee will become a qualified employee the first day of the calendar month after he fulfills both such conditions. The requirement of Subparagraph (c)(i) will be waived with respect to an insured employee who is furloughed and while insured commences work for another participating railroad.

3. Exclusions and Limitations. No benefits will be provided under this Plan -

- (a) for the first four consecutive days of any disability;
- (b) for a longer period, with respect to any disability, than twelve months. Continuing or successive periods of disability will be considered as the same disability unless separated by return to work on a full-time basis for a period of 90 calendar days or more, or unless due to entirely unrelated causes and separated by return to work on at least one day. If benefits are denied in accordance with Subparagraph (j) below because the employee received vacation pay during his disability, the twelve months period specified above shall be extended by the period during which benefits were denied for that reason;
- (c) for any disability for which the employee is not treated by a duly qualified physician or surgeon, as certified by the physician or surgeon pursuant to Paragraph 9;
- (d) for any day on which the employee performs work for remuneration;
- (e) for any disability commencing after the employee had commenced work on a regular or permanent basis for the participating railroad on a position other than a position coming under a schedule agreement held by a labor organization signatory hereto, unless the last position on which he rendered service prior to the disability was a position coming under a schedule agreement held by a labor organization signatory hereto;
- (f) for any intentionally self-inflicted disability;
- (g) for disability to which the contributing cause was the commission or attempted commission by the employee of an assault, battery or felony;
- (h) for disability due to war or act of war, whether war is declared or not, insurrection or rebellion, or due to participating in a riot or civil commotion;

(i) for any period during which an employee is unable to work as the result of pregnancy or resulting childbirth, abortion or miscarriage, except that, subject to the other provisions of this Paragraph 3, benefits will be provided in case of miscarriage resulting from an accident or injury; provided that on or after April 29, 1979 such disabilities will be covered to the extent required by applicable law;

(j) subject to the provisions of Paragraph 3(a), for any period during which an employee eligible to receive sickness benefits under the Railroad Unemployment Insurance Act is denied such benefits for any reason including failure by the employee to make application for benefits;

(k) to the extent permitted by applicable law after the employee has attained age 65: or

(l) for any disability commencing after the employee's employment relationship has terminated, except as provided in the next last sentence of Paragraph 2(b).

#### 4. Benefits.

(a) Subject to the provisions of Subparagraph 4(b), the monthly benefit under this Plan for employees disabled as the result of a sickness commencing or an injury occurring on or after January 1, 1979 who are eligible to receive sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Lines 3-4 of Schedule A below, and the monthly benefits under this Plan for employees who have exhausted their sickness benefits under the Railroad Unemployment Insurance Act will be the amount shown in Lines 5-6 of Schedule A below, determined on the basis of the rate of pay (including any differentials regularly paid on the position plus any applicable cost-of-living allowance) as of January 1, 1979, as shown in Line 1 or Line 2, of the last position on which the employee rendered service prior to commencement of the disability.



# A. Benefit Schedule

Line Item	Item (1)	Last Position of Which Service Was Rendered Prior to Disability		
		Class 1	Class 2	Class 3
		Mechanics	Helpers	
		or comparable or higher-rated positions	or comparable positions, rated below Mechanics	Lower- rated positions
		(2)	(3)	(4)

## Rate of Pay as of January 1, 1979:

1	Hourly	\$8.56 or above	\$6.98 and less than \$8.56	Below \$6.98
2	Monthly	\$1490 or above	\$1215 and less than \$1490	Below \$1215

## Benefit

3	Per Month	\$442	\$296	\$230
4	Per Day	14.73	9.87	7.67

## Employees Who Have Exhausted R.U.I.A. Sickness Benefits:

5	Per Month	\$986	\$840	\$774
6	Per Day	32.87	28.00	25.80

Note: Weekly rated positions will be classified with reference to Line 2 of the Schedule A on the basis of the weekly rate multiplied by 4-1/3.

For disabilities lasting less than a month, and for any residual of disability lasting more than an exact number of months, benefits will be paid on a calendar day basis at 1/30 of the monthly benefit rate, as shown in Lines 4 and 6 of Schedule A.

(b) If the Railroad Unemployment Insurance Act should be so amended as to increase daily benefit rates thereunder for days of sickness effective as of a date subsequent to July 1, 1979, and the sum of 21.75 times the average daily benefit for the Class under the Act as so amended, as identified below, plus the amounts shown in Line 3 of Schedule A above should exceed the amounts in Line 4 of Schedule B below, the amounts shown in Lines 3 and 4 of Schedule A shall be reduced to the extent that the sum of the amounts shown in Line 3 plus 21.75 times the average daily benefit for the Class under the amended Act, as identified below, will not exceed the amounts shown in Line 4 of Schedule B. "The average daily benefit for the Class under the Act

as so amended for purposes of this Paragraph 4(b) is the benefit which would be payable to an employee who had worked full time in his base year and whose rate of pay at the December 31, 1978 wage level was:

For employees in Class 1 - \$8.43  
 For employees in Class 2 - \$7.14  
 For employees in Class 3 - \$6.56

#### B. LIMIT SCHEDULE

L i n e	Item (1)	Last Position on Which Service Was Rendered Prior to Disability		
		<u>Class 1</u> Mechanics or comparable or higher-rated positions (2)	<u>Class 2</u> Helpers or comparable positions, rated below Mechanics (3)	<u>Class 3</u> Lower- rated positions (4)

#### Rate of Pay as of January 1, 1979:

1	Hourly	\$8.56 or above	\$6.98 and less than \$8.56	Below \$6.98
2	Monthly	\$1490 or above	\$1215 and less than \$1490	Below \$1215
3	<u>Average Straight Time Monthly Earnings:</u>	\$1510	\$1286	\$1185
4	<u>Combined Benefit Limit:</u>	\$1057	\$ 900	\$ 830

#### 5. Offsets.

(a) Benefits provided under Laws. In any case in which an eligible employee who is not eligible for sickness benefits under the Railroad Unemployment Insurance Act receives annuity payments under the Railroad Retirement Act, or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or any other social insurance payments under any law, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of such payments or benefits in a month plus the monthly benefit payable under this Plan will not exceed the amount shown in Line 4 of Schedule B in Paragraph 4(b). In keeping with Paragraph 3(j), in any case in which an eligible employee who is eligible for sickness benefits under the Railroad Unemployment Insurance Act does not receive such benefits because of the operation of Section 4(a-1)(ii) of such Act, the benefit which would otherwise be payable to him under this Plan will be reduced to the extent that the sum of the monthly payments

or benefits referred to in such Section 4(a-1)(ii) plus the monthly benefit payable under this Plan will not exceed the amount shown in Line 4 of Schedule B, in Paragraph 4(b). In any case of retroactive award of annuity payments or pensions under the Railroad Retirement Act or insurance benefits under Title II of the Social Security Act, or unemployment, maternity or sickness benefits under an unemployment, maternity or sickness compensation law, or other social insurance payments under any law, the insuring agent may recover from the employee the excess of benefits paid under this Plan over the benefits which would have been payable under this paragraph if the retroactively awarded payments, pensions or benefits had been in effect from their retroactive effective date.

(b) Benefits Provided under Other Private Plans. In any case in which an eligible employee is eligible also for benefits under any plan, fund or other arrangement, by whatever name called, toward the cost of which any employer shall have contributed, including but not limited to any group life policy providing installment payments in event of permanent total disability, any group annuity contract, any pension or retirement annuity plan, or any group policy of accident and health insurance (other than an insurance policy insuring this supplemental sickness benefit plan as referred to in Paragraph 7) providing benefits for loss of time from employment because of disability, his benefit under this Plan shall be reduced to the extent that the sum of the benefit for which he is so eligible in a month, plus 21.75 times the daily sickness benefit payable to him under the Railroad Unemployment Insurance Act, plus monthly benefit payable to him under this Plan, will not exceed the amount shown in Line 4 of Schedule B in Paragraph 4(b).

(c) Off-Track Vehicle Accident Benefits. The benefit payable under this Plan for an employee who had been injured in an off-track vehicle accident covered under Article IV (as amended) of the Agreements of October 7, 1971, February 11, 1972, May 12, 1972, or April 21, 1969, or similar provisions, will be reduced by the amount of any payment for time lost which such employee may receive under Paragraph (b) (3) of such Article IV or under provisions similar thereto.

6. Liability Cases. In case of a disability for which the employee may have a right of recovery against either the employing railroad or a third party, or both, benefits will be paid under this Plan pending final resolution of the matter so that the employee will not be exclusively dependent upon his sickness benefits under the Railroad Unemployment Insurance Act. However, the parties hereto do not intend that benefits under this Plan will duplicate, in whole or in part, any amount recovered for loss of wages from either the employing railroad or a third party, and they intend that benefits paid under this Plan will satisfy any right of recovery for loss of wages against the employing railroad to the extent of the benefits so paid. Accordingly, benefits paid under this Plan will be offset against any right of recovery for loss of wages the employee may have against the employing railroad; the insuring agent will be subrogated to any right of recovery for loss of wages the employee may have against any party

other than the employing railroad; as a condition to paying any benefits under this Plan the insuring agent may require the employee to assign to it any such recovery or right thereto from any party other than the employing railroad to the extent that benefits are payable under this Plan; and on any recovery for loss of wages from any party other than the employing railroad, the employee will reimburse the insuring agent from such recovery for any benefits paid under this Plan. For purposes of this Paragraph, a recovery which does not specify the matters covered thereby shall be deemed to include a recovery for loss of wages to the extent of any actual wage loss due to the disability involved.

7. Provision of Benefits.

(a) The National Carriers' Conference Committee will arrange with the Provident Life and Accident Insurance Company for either a renewal of Group Policy R-5000 of Provident, amended in conformity with the provisions of this Agreement, or the issuance of a new group insurance contract written in conformity with the provisions of this Agreement, to cover the parties to this Agreement.

(b) Such insurance contract may cover, in addition to employees parties to this Agreement, other railroad shop craft employees who are employed by railroads parties to this Agreement or by other railroads, whether or not such employees are represented by the signatory labor organizations, and may cover general chairmen or other full-time representatives of shop craft or signal employees, provided that there will be no difference between the benefits, premium rates and payment obligations applicable to or with respect to such employees and general chairmen and the benefits, premium rates and payment obligations applicable to or with respect to employees covered by this Agreement, except that as to such general chairmen and full-time representatives the payment obligations will be met by the individuals involved who will make their remittances through the labor organizations involved.

(c) It is agreed, and the insurance contract will provide, that the insurer of the national insurance contract will provide the benefits herein provided for under the conditions herein set forth for the 30-month period from January 1, 1979 through June 30, 1981; that the insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the labor organizations signatory to this Agreement in the same detail and at the same time it furnishes such data to the policyholder railroads; and that any dividends or retroactive rate refunds will be paid into the fund established pursuant to the next following paragraph.

(d) The National Carriers' Conference Committee will establish a fund, to be held by the insurer, to which will be credited any dividends or retroactive rate refunds under the national insurance contract and interest on the amount in the fund. Withdrawals may be made from such fund during the period of this Agreement to supplement payments by participating railroads with respect to compensated service rendered during such period. Withdrawals may thereafter be

made from such fund only to provide supplemental sickness benefits unless otherwise agreed to.

(e) Benefits at the rates provided by this revised Plan will become effective January 1, 1979 for qualified employees who will have rendered compensated service or taken vacation with pay, as specified in Paragraph 2(b) above, in December 1978.

(f) The amounts to be paid by the participating railroads will be at such rates as, when supplemented by withdrawals from the fund as provided under paragraph 7(d) above, will equal the premium rates charged by the insurer.

(g) All employees covered by schedule agreements held by the labor organizations signatory hereto who render any compensated service in the calendar month involved will be counted in determining the number of covered employees with respect to whom premium payments are made, except that no employee will be counted if he is counted by another railroad in determining the number of its covered employees with respect to whom it is making premium payments.

(h) The insurance contract will provide that, if the Benefit Schedule should be reduced in accordance with Paragraph 4(b) as the result of an increase in Railroad Unemployment Insurance Act sickness benefits, there will be an appropriate adjustment in premium rates with the new premium rates to be developed in the light of experience under the insurance contract and actuarial estimates of future experience, making appropriate allowance for cost of administration.

(i) Deleted.

(j) At the discretion of the Policyholder the national insurance contract may be placed on a minimum premium basis. Before placing the contract on a minimum premium basis, the documents implementing such change shall be submitted to the labor organizations signatory hereto for their review and discussion.

8. Railroad Retirement Board. Omitted. (Provision accomplished)

9. Evidence of Disability. Benefits under this Plan will be paid to eligible employees subject to presentation of satisfactory evidence of disability and of the continuation thereof. The insuring agent will furnish appropriate forms on which the employee may furnish notice of disability, including information necessary to establish his eligibility for benefits and information pertinent to the amount of benefits due him and any applicable exclusions, limitations and offsets, and forms on which the physician or surgeon treating him may furnish evidence of the date of commencement, nature, extent and probable duration of the disability, and may require completion of such forms or statements covering the same matters within 90 days after the commencement of a disability, provided that failure to furnish completed forms or statements within that time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such completed forms

or statements within that time and such completed forms or statements are furnished as soon as reasonably possible; the 90 days will be extended as necessary to comply with applicable State law. The insuring agent may make such investigations as it deems necessary, including examination of the person of the employee when, so often as, and to the extent that such examination is necessary to the investigation of an employee's claim. Except as delays may be caused by investigation of individual claims, benefits under this Plan will be paid not less frequently than once every month.

10. Disputes. (See detailed Memorandum Agreement dated November 29, 1973.)

11. Non-Governmental Plan for Sickness Insurance. Omitted. (Provision accomplished.)

12. Sick Leave Rules, and Other Sickness Benefit Plans. (See Paragraph 12 of May 9, 1973 Agreement.)

13. Blanking Jobs and Realigning Forces. Any restrictions against blanking jobs or realigning forces will not be applicable in situations in which an employee whose job is blanked or is covered by a realignment of forces is absent because of disability. On railroads on which prior to July 1, 1973 there were such restrictions, in case an employee is absent because of disability and more than one employee is involved in a realignment of forces to cover such absent employee's work, local officials will promptly inform the local representatives of employees as to the realignment in an endeavor to avoid misunderstandings. (From May 9, 1973 Agreement.)

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

15. Effect of this Agreement. This Agreement is in settlement of the dispute growing out of notices served on the carriers listed in Exhibit A on or about May 30, 1978, and shall remain in effect through June 30, 1981 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

16. Duration. No notice to change the Supplemental Sickness Benefit Plan, and no notice dealing with the matters of sick leave, sickness benefits, or any other matter covered by this Agreement, may be served by any party to this Agreement prior to April 1, 1981 (not to become effective prior to July 1, 1981). This Paragraph will not bar changes in this Plan by mutual agreement of the National Carriers' Conference Committee and the labor organizations signatory hereto.

SIGNED AT WASHINGTON, D. C., THIS 19th DAY OF MARCH, 1979.

March 29, 1979

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

Mr. Harold J. Buoy, International  
President  
International Brotherhood Boiler-  
makers, Iron Ship Builders,  
Blacksmiths, Forgers & Helpers  
570 New Brotherhood Building  
Kansas City, Kansas 66101

Mr. O. W. Jacobson, General President  
Brotherhood Railway Carmen  
of the United States and  
Canada  
4929 Main Street, Carmen's Bldg.  
Kansas City, Missouri 64112

Mr. Andrew M. Ripp, International  
Vice President  
International Brotherhood of  
Electrical Workers  
Suite 400, O'Hare Office Bldg. 1  
Rosemont, Illinois 60018

Mr. John J. McNamara, Inter-  
national President  
International Brotherhood of  
Firemen and Oilers  
200 Maryland Avenue, N.W.  
Fifth Floor  
Washington, D. C. 20002

Mr. John F. Peterpaul  
General Vice President  
International Association of  
Machinists and Aerospace  
Workers  
1300 Connecticut Avenue, N.W.  
Washington, D. C. 20036

Mr. Richard E. Martin  
Vice President of Railroads  
Sheet Metal Workers' Inter-  
national Association  
1750 New York Avenue, N.W.  
Washington, D. C. 20036

Gentlemen:

Referring to the revised Supplemental Sickness Benefit  
Agreements which we signed today:

There are a number of references in such agreements to work  
or positions under "a schedule agreement held by a labor organization  
signatory hereto." This confirms our understanding that those references  
are intended to be to agreements held by labor organizations signatory

to any one of the three agreements - that is, organizations affiliated with the Railway Employees' Department, or the International Association of Machinists and Aerospace Workers, or Sheet Metal Workers' International Association.

Yours truly,

S/ C. I. Hopkins, Jr.

Confirmed:

S/ James E. Yost, President

S/ John F. Peterpaul  
General Vice President

S/ Harold J. Buoy  
International President

S/ Richard E. Martin  
Vice President of  
Railroads

S/ O. W. Jacobson  
General President

S/ Andrew M. Ripp  
International  
Vice President

S/ John J. McNamara  
International President



March 29, 1979

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

Mr. Harold J. Buoy, International  
President  
International Brotherhood of Boiler-  
makers, Iron Ship Builders, Black-  
smiths, Forgers & Helpers  
570 New Brotherhood Building  
Kansas City, Kansas 66101

Mr. O. W. Jacobson, General President  
Brotherhood Railway Carmen of the  
United States and Canada  
4929 Main Street, Carmen's Bld.  
Kansas City, Missouri 64112

Mr. Andrew M. Ripp, International  
Vice President  
International Brotherhood of  
Electrical Workers  
Suite 400, O'Hare Office Bldg. 1  
10400 Higgins Road  
Rosemont, Illinois 60018

Mr. John J. McNamara, Inter-  
national President  
International Brotherhood of  
Firemen and Oilers  
200 Maryland Avenue, N.W.  
Washington, D. C. 20002

Gentlemen:

This confirms our understanding with respect to the intention and application of Section 4 A. and B., Line 1, Class 1, in case of a question or dispute as to whether an employee is included in Class 1. The employee is included in Class 1 if he is in an employee classification that received the 5¢ per hour special adjustments pursuant to the Morse Board Award and its interpretations, as expanded by the latter of understanding of December 5, 1969.



# SUPPLEMENT F



## PART 1

### UNION SHOP AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and its Carmen and Coach Cleaners represented by the Brotherhood Railway Carmen of the United States and Canada (taken from National Agreement of January 15, 1953).

#### **IT IS AGREED:**

**Section 1.** In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or 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 (60) 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 (30) days within a period of twelve (12) 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 agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, 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 (30) 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 (35) 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-service men 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 purpose of applying this Agreement.

REPORT OF THE

The following report was prepared by the Committee on the part of the Board of Directors of the American Association of Economic Geologists, and is published in accordance with the resolution of the Board of Directors, passed at the meeting of the Association held at New York City, December 1, 1908.

The Committee on the part of the Board of Directors of the American Association of Economic Geologists, and is published in accordance with the resolution of the Board of Directors, passed at the meeting of the Association held at New York City, December 1, 1908.

The Committee on the part of the Board of Directors of the American Association of Economic Geologists, and is published in accordance with the resolution of the Board of Directors, passed at the meeting of the Association held at New York City, December 1, 1908.

(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 paragraphs (a) and (b) of this section, are 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 agreements 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 the 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 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 provisions for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier, will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered 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 fact that he has failed to comply with the terms of this Agreement shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered 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 (10) 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 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 (30) 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 (20) 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 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 (20) 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 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 (10) 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 Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) 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 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 (20) 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 (10) 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 (10) calendar days after the date 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 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

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within thirty (30) calendar days from the date of receipt of the request for this 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 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 the 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 (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) 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 applicants, 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 upon an alleged violation, misapplication, or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods, 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, misapplication, or non-compliance with any provisions 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, misapplication, 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 involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such 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.** Any employee whose employment is terminated as a result of noncompliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

**Section 10.** The Carrier party to this Agreement 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 or upon the termination of this Agreement, whichever occurs sooner.

**Section 11.** This Agreement is effective October 1, 1986, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Wherever the phrase "Registered Mail" appears in the above Agreement, same has been amended to read "Registered or Certified Mail.")

{Signatures omitted}

**NOTE:** Minor stylistic and format changes were made to this Appendix as part of the August 1, 2008 updating and reprinting of the General Rules Agreement.



# SUPPLEMENT G





## SUBCONTRACTING AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and its carmen and coach cleaners represented by the Brotherhood Railway Carmen of the United States and Canada.

### **IT IS AGREED:**

**Section 1.** The work set forth in the classification of work rules of the crafts parties to this 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 subcontracted except in accordance with the provisions of this Agreement. The purchase of new modern equipment will not remove the repair of such equipment from the classification of work rules. It is understood that the word "subcontracted" includes unit exchange (trading in 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. In determining whether work falls within a scope rule or is historically performed and generally recognized within the meaning of this Appendix, the practices at the facility involved will govern.

**Section 2.** Subcontracting of work including unit exchange referred to in Section 1 of this Appendix will not be permitted except under one or more of the following conditions:

(a) WHEN 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. In determining wage costs for performing the work on the property under this criterion, the following formula will be used:

Estimated number of hours to perform the work multiplied by the rate of pay of employees to be used, plus 46.0% for fringe benefits and 89.5% for shop overhead and supervision.

The following items comprise the 46.0% fringe benefit cost:

Vacation .....	7.8%
Holidays .....	4.6%
Railroad Retirement Taxes, Supplemental Annuities and RUIA .....	23.3%
Hospital-Surgical-Medical and Life Insurance .....	9.1%
Supplemental Sickness Insurance .....	1.2%

The percentage of labor cost attributed to fringe benefits is subject to adjustments as a result of changes in the cost of such benefits or the addition of other benefits which might be negotiated.

(b) SKILLED MANPOWER IS NOT AVAILABLE ON THE PROPERTY FROM ACTIVE OR FURLOUGHED EMPLOYEES. This criterion will not be used by the Carrier if employees are furloughed and the Carrier can make available the necessary employees to perform the work by recalling qualified furloughed employees or by hiring additional employees who are fully skilled in the work at the time of employment.



# SUPPLEMENT F



## PART 1

### UNION SHOP AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and its Carmen and Coach Cleaners represented by the Brotherhood Railway Carmen of the United States and Canada (taken from National Agreement of January 15, 1953).

#### **IT IS AGREED:**

**Section 1.** In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or 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 (60) 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 (30) days within a period of twelve (12) 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 agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, 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 (30) 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 (35) 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-service men 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 purpose 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 paragraphs (a) and (b) of this section, are 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 agreements 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 the 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 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 provisions for specifying the reasons for the allegation of non-compliance. Upon receipt of such notice, the Carrier, will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered 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 fact that he has failed to comply with the terms of this Agreement shall, within a period of ten (10) calendar days from the date of receipt of such notice, request the Carrier in writing by Registered 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 (10) 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 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 (30) 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 (20) 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 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 (20) 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 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 (10) 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 Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) 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 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 (20) 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 (10) 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 (10) calendar days after the date 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 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 (30) calendar days from the date of receipt of the request for this 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 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 the 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 (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) 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 applicants, 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 upon an alleged violation, misapplication, or non-compliance with any part of this Agreement shall arise or accrue during the period up to the expiration of the sixty (60) or ninety (90) day periods, 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, misapplication, or non-compliance with any provisions 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, misapplication, 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 involved is the plaintiff or the moving party in the action in which the aforesaid determination is made or in which case such 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.** Any employee whose employment is terminated as a result of noncompliance with the provisions of this Agreement shall be regarded as having terminated his employee relationship for vacation purposes.

**Section 10.** The Carrier party to this Agreement 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 or upon the termination of this Agreement, whichever occurs sooner.

**Section 11.** This Agreement is effective October 1, 1986, and shall remain in effect until modified or changed in accordance with the provisions of the Railway Labor Act, as amended.

(Wherever the phrase "Registered Mail" appears in the above Agreement, same has been amended to read "Registered or Certified Mail.")

{Signatures omitted}

**NOTE:** Minor stylistic and format changes were made to this Appendix as part of the August 1, 2008 updating and reprinting of the General Rules Agreement.



# SUPPLEMENT G





## SUBCONTRACTING AGREEMENT

**AGREEMENT** between the Northeast Illinois Regional Commuter Railroad Corporation and its carmen and coach cleaners represented by the Brotherhood Railway Carmen of the United States and Canada.

### **IT IS AGREED:**

**Section 1.** The work set forth in the classification of work rules of the crafts parties to this 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 subcontracted except in accordance with the provisions of this Agreement. The purchase of new modern equipment will not remove the repair of such equipment from the classification of work rules. It is understood that the word "subcontracted" includes unit exchange (trading in 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. In determining whether work falls within a scope rule or is historically performed and generally recognized within the meaning of this Appendix, the practices at the facility involved will govern.

**Section 2.** Subcontracting of work including unit exchange referred to in Section 1 of this Appendix will not be permitted except under one or more of the following conditions:

(a) WHEN 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. In determining wage costs for performing the work on the property under this criterion, the following formula will be used:

Estimated number of hours to perform the work multiplied by the rate of pay of employees to be used, plus 46.0% for fringe benefits and 89.5% for shop overhead and supervision.

The following items comprise the 46.0% fringe benefit cost:

Vacation .....	7.8%
Holidays .....	4.6%
Railroad Retirement Taxes, Supplemental Annuities and RUIA .....	23.3%
Hospital-Surgical-Medical and Life Insurance .....	9.1%
Supplemental Sickness Insurance .....	1.2%

The percentage of labor cost attributed to fringe benefits is subject to adjustments as a result of changes in the cost of such benefits or the addition of other benefits which might be negotiated.

(b) SKILLED MANPOWER IS NOT AVAILABLE ON THE PROPERTY FROM ACTIVE OR FURLOUGHED EMPLOYEES. This criterion will not be used by the Carrier if employees are furloughed and the Carrier can make available the necessary employees to perform the work by recalling qualified furloughed employees or by hiring additional employees who are fully skilled in the work at the time of employment.



(c) **ESSENTIAL EQUIPMENT IS NOT AVAILABLE ON THE PROPERTY.** Machinery and facilities will be considered available on the property if the Carrier owns such machinery and facilities on the date of this Agreement, and if the machinery is of sufficient capacity or design to perform the work. Disposition of facilities or machinery, or Carrier's failure to replace machinery that becomes inoperative or outdated cannot be used as a reason for subcontracting work unless the replacement therefor has been submitted to and denied through the budgetary process.

When the volume of such work of a particular type increases to a level where it would be economical to secure the proper equipment or machinery for performance of the work (but expressly excluding the acquisition or construction of facilities) failure of the Carrier to acquire such equipment or machinery, unless submitted to and denied through the budgetary approval process, cannot be used as a reason for subcontracting.

(d) **THE REQUIRED TIME OF COMPLETION OF THE WORK CANNOT BE MET WITH THE SKILLS, PERSONNEL OR EQUIPMENT AVAILABLE ON THE PROPERTY.** In determining whether or not the time of completion of the work can be met by having the work performed on the property, the parties will jointly consider working employees on an overtime basis, rescheduling vacations of employees and establishing another shift by recalling furloughed employees or hiring additional employees. It is recognized, however, that initiation of these steps might result in increased cost for performance of the work which must be taken into consideration in making a determination as to whether or not the work should be performed on the property.

Since the basic consideration of this criteria is that time is of the essence in many situations, it is recognized that for an item of work the Carrier may not be able to delay its decision to contract the work long enough to allow the parties to make the joint consideration prior to the subcontracting as contemplated in the subsection, and such failure to "jointly consider" will not constitute violation of the Agreement. Also, at the Carrier's request, the Organization will "jointly consider" on a general or abstract basis specific occurrences, and establish guidelines which will constitute compliance with this paragraph (d) in subsequent specific occurrences of the same nature.

(e) **MANAGERIAL SKILLS ARE NOT AVAILABLE ON THE PROPERTY.** This criterion is not intended to permit subcontracting on the ground that there is not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel.

**Section 3.** (a) If the Carrier decides to subcontract work (except for minor repairs and in emergency situations) in accordance with this Agreement, it will give the General Chairman of the craft or crafts involved notice of its intention which will include the reasons therefor and will furnish the following data where applicable to the particular transaction:

- (1) Subcontractor's bid broken down into man hours, labor charges, shop overhead, material costs and specific work to be performed.
- (2) Blueprints, drawings, sketches, specifications manufacturer's model number and any other information which will properly describe or identify the job, equipment, parts, or units involved in the particular transaction.
- (3) Purchase agreements containing warranties and guarantees, return exchange options or rights, reciprocal agreements with manufacturers,



and other rail carriers dealing with leasing or exchange of locomotives, cars, equipment, communication and electrical equipment.

- (4) Carrier's purchase orders with specifications and cost of labor and materials.
- (5) Information relative to estimated completion date and actual date completed by Contractor.
- (6) True copy of invoices received from the subcontractor relative to the transaction, showing hours, labor charges, and material costs.
- (7) List of special machinery, tools, gauges and any other technical devices needed to perform the work involved in the transaction.

(b) If requested, the Carrier will also furnish the General Chairman of the craft or crafts involved the above data, where applicable, in transactions involving minor repairs and emergency situations where no advance notice is required.

(c) The General Chairman or his designated representative will notify the Carrier within ten (10) days from the postmarked date of the Carrier's notice to subcontract work of any desire to discuss the involved transaction and conference will be arranged to discuss such transaction within ten (10) days from the date the General Chairman or his representative notifies the Carrier of his desire to discuss the matter. If the parties are unable to reach an agreement at such conference the Carrier may nevertheless proceed to subcontract the work and the Organization may process the dispute to a conclusion as provided in Section 4 hereof.

(d) If the General Chairman or his designated representative requests data in transactions involving minor repairs and emergency situations where no advance notice has been given, he will notify the Carrier within ten (10) days from the postmarked date of the Carrier's letter furnishing such data of any desire to discuss the matter and a conference will be arranged within ten (10) days from such notification. Any dispute as to whether the transaction involved minor repairs or any emergency situation may be processed to a conclusion as provided in Section 4 hereof.

(e) The term "minor repair" as used herein is interpreted to mean an item of repair requiring eight man hours or less to perform, and which occurs at a location where mechanics of the craft involved and/or spare units or parts are not available or cannot be made available within a reasonable time to make the repair; or where, because of time or expense, the equipment cannot be sent to another shop operated by the Carrier for repair.

(f) "Emergency" is defined to mean:

"An unforeseen combination of circumstances or the resulting state which calls for prompt or immediate action involving safety of the public, employees and Carrier's property or avoidance of delay to Carrier's operations."

**Section 4.** (a) Disputes under this Appendix E must be presented in writing to the highest officer designated by the Carrier to handle disputes under the Railway Labor Act within sixty (60)



days of the conference held in accordance with Section 3 hereof or within (60) days of commencement of such conferenced work, whichever is later, and thereafter handled in accordance with the General Labor Agreement time limit rule governing claims and grievances.

(b) If it is determined in handling on the property, or by Adjustment Board Award, that the Carrier has failed to give notice in accordance with this Section 3, the Carrier will pay an amount not in excess of that produced by multiplying 10% of the man hours charged by the contractor at the rates of pay of the claimants and dividing such sum equally among the claimants.

(c) If an Adjustment Board Award holds in a particular case that the Carrier subcontracted the work in violation of this Agreement and the monetary relief sought is on behalf of a named furloughed employee who would have otherwise performed the work, the Board shall award such employee the amount of wages lost and other benefits necessary to make him whole. If the monetary relief sought is on behalf of employees in active service who were not adversely affected by the subcontracting, the Board shall nevertheless award minimum payments as specified above. It is understood that the Board cannot award minimum payments in accordance with the previous paragraph if it awards such payments under this paragraph.

**Section 5.** If the Carrier purchases equipment on which it secures a service contract or a warranty, repairs to such equipment will be performed by or at the expense of the manufacturer within the standard purchase warranty period and if the repair or service work is performed on the Carrier's property, an appropriate craft employee of the Carrier will be assigned to the project. After the standard purchase warranty period, the Carrier will have such repairs performed by its employees except such work as may be subcontracted under the terms of this Agreement.

This Agreement shall become effective as of October 1, 1986 and remain in effect subject to the provisions of the Railway Labor Act, as amended.

{Signatures omitted}

**NOTE:** Minor stylistic and format changes were made to this Appendix as part of the August 1, 2008 updating and reprinting of the General Rules Agreement.





# SUPPLEMENT H



**RULE 63. BEREAVEMENT LEAVE AND INTERPRETATIONS.** Bereavement leave, not in excess of three calendar days, following the date of death will be allowed in case of death of an employee's brother, sister, parent, child, spouse or spouse's parent, stepchild, stepparent, stepparent-in-law, grandparent and grandchild. In such cases a minimum basic day's pay at the rate of the last service rendered will be allowed for the number of working days lost during bereavement leave. Employees involved will make provision for taking leave with their supervising officials in the usual manner. Any restrictions against blanking jobs or realigning forces will not be applicable when an employee is absent under this provision.

#### INTERPRETATIONS

Q-1: How are the three calendar days to be determined?

A-1: An employee will have the following options in deciding when to take bereavement leave:

- a) three consecutive calendar days, commencing with the day of death, when the death occurs prior to the time an employee is scheduled to report for duty;
- b) three consecutive calendar days, ending the day of the funeral service; or
- c) three consecutive calendar days, ending the day following the funeral service.

Q-2: Does the three (3) calendar days allowance pertain to each separate instance, or do the three (3) calendar days refer to a total of all instances?

A-2: Three days for each separate death; however, there is no pyramiding where a second death occurs within the three-day period covered by the first death.

Example: Employee has a workweek of Monday to Friday -- off-days of Saturday and Sunday. His mother dies on Monday and his father dies on Tuesday. At a maximum, the employee would be eligible for bereavement leave on Tuesday, Wednesday, Thursday, and Friday.

Q-3: An employee working from an extra board is granted bereavement leave on Wednesday, Thursday and Friday. Had he not taken bereavement leave he would have been available on the extra board, but would not have performed service on one of the days on which leave was taken. Is he eligible for two days or three days of bereavement pay?

A-3: A maximum of two days.

Q-4: Will a day on which a basic day's pay is allowed account bereavement leave serve as a qualifying day for holiday pay purposes?

A-4: No; however, the parties are in accord that bereavement leave

non-availability should be considered the same as vacation non-availability and that the first work day preceding or following the employee's bereavement leave, as the case may be, should be considered as the qualifying day for holiday purposes.

Q-5: Would an employee be entitled to bereavement leave in connection with the death of a half-brother or half-sister, stepbrother or stepsister?

A-5: Yes as to half-brother or half-sister, no as to stepbrother or stepsister. However, the rule is applicable to a family relationship covered by the rule through the legal adoption process.

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