

Memorandum of Agreement

Between

The Brotherhood Railway Carmen Division

of the

Transportation Communications Union /IAM

and

Northern Indiana Commuter Transportation District

The Northern Indiana Commuter Transportation District ("District") and the Brotherhood Railway Carmen Division of the Transportation Communications Union / IAM ("Organization"), in full settlement of all outstanding Section 6 Notices between the District and the Organization, agree to amend their existing collective bargaining agreement as follows:

I. COMPENSATION

A. Signing Bonus

Employees represented by the Organization who are in active service on date of ratification will be paid a signing bonus of Three Thousand One Hundred Seventy Five Dollars (\$3,175.00) in lieu of current COLA. The signing bonus will be paid to eligible employees within thirty (30) days of the date of ratification, less required taxes and withholdings.

B. Cost Of Living Allowance

The Cost Of Living Allowance ("COLA") is rescheduled to commence on January 1, 2014, with an hourly allowance amount calculated in accordance with the formula, attached hereto as Exhibit 1, and shall continue at 6-month increments until such time as the issues associated with Section 6 notices served in 2013 or later are resolved. The COLA set forth at Exhibit 1 will be calculated as a separate allowance and is not part of the basic rate of pay.

II. HEALTH & WELFARE

A. Plan Adjustments

It is the intent of the Parties to provide the health and welfare benefits of the Railroad Employees National Health and Welfare Plan ("Plan") as defined in the agreement between the National Carriers' Conference Committee and the Brotherhood Railway Carmen Division of the Transportation Communications Union / IAM dated January 4, 2012, and such side letters and amendments existing or as may be appended thereto ("National Agreement"), with the exception of the National Agreement's monthly employee cost-sharing provision. Such health and welfare benefits will be continued subject to the provisions of the Railway Labor Act until superseded by a subsequent agreement.

B. Employee Monthly Cost Sharing Status Quo

The monthly employee cost-sharing provision of the National Agreement and Plan shall not apply to the Employees. Instead, the employees will continue to make their cost sharing payments of One Hundred Dollars (\$100.00) per month per employee covered by this Agreement for each month that the Carrier is required to make a contribution to the Plan on his/her behalf for foreign-to-occupation health benefits coverage, and such contributions shall be on a pre-tax basis. The contributions provided herein shall continue on the same schedule and in the same amount unless superseded by a subsequent agreement between the parties.

C. Plan Information Update

As soon as practicable after the Effective Date of this Agreement, the District shall provide the Employees with the benefits of the Plan as modified through and including the most recent National Agreement, and as further modified by this Article with respect to employees represented by the Organization and their eligible dependents.

III. PERFORMANCE INCENTIVE DAYS

In recognition of consistent attendance and use of personal protective equipment ("PPE"), employees can earn one (1) paid performance incentive day off every six (6) months. The following conditions apply:

A. The evaluation periods run from January 1 to June 30; July 1 to December 31.

B. To earn a performance incentive day, employees must meet the following requirements in the applicable evaluation period:

(1) Attend all scheduled work hours unless on leave authorized by the Family Medical Leave Act, the Americans With Disabilities Act, or paid day off rules within the collective agreement; and

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(2) Have no efficiency test evaluations by their supervisor where the employee is found to be out of compliance with the requirements for wearing PPE.

C. Earned performance incentive days must be taken in the next immediate evaluation period or they are lost. They may be taken in conjunction with vacation, holidays, or other personal days. Earned performance incentive days will be scheduled in the same way as single vacation days. Scheduling exceptions can be made for short notice or unscheduled retroactive award of the day at the discretion of the supervisor based on the needs of the service. Earned days must be scheduled no later than the 1st day of the last month for the evaluation period. After that date, the Carrier, in consultation with the local chairman, may schedule any remaining unused days at its discretion based on the needs of the service. The employee will be advised of the scheduled date.

D. Performance incentive days are eligible to be earned through December 31, 2013, for use through June 30, 2014. The concept may continue thereafter unless cancelled by either party with thirty (30) days advance written notice to the other party. If the program is cancelled, employees will be eligible to take any days earned but not yet taken.

IV. OPERATIONAL ADJUSTMENTS

A. The probationary period for newly hired employees to work as Terminal Carman is extended to the forty-fifth (45th) calendar day beyond the date that the person successfully completes the terminal carman training program.

B. The Carrier may use without claim the services of others to clean areas other than the shop floor (including inspection pits) of the New Shop Building and the Terminal Carman Building at Michigan City, Indiana.

V. GENERAL PROVISIONS

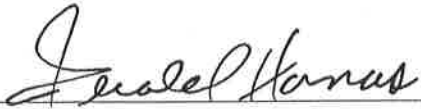
A. The purpose of this Agreement is to settle the disputes growing out of the notices served by the parties dated November 7, 2011 and December 5, 2011, and such other notices, if any. This Agreement shall remain in effect through December 31, 2013, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

B. No party to this Agreement shall serve or progress, prior to November 1, 2013 (not to become effective before January 1, 2014), any notice or proposal.

C. This Article does not bar the District and the Organization from agreeing upon any subject of mutual interest.

D. The Effective Date of this Agreement is April 10, 2012.

FOR THE DISTRICT:



Gerald R. Hanas
General Manager



Bjarne R. Henderson
Director – Human Resources and Labor Relations

FOR THE ORGANIZATION:

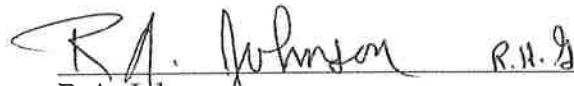


Raymond H. Grygiel
National Representative

 R.H.G.

Donald E. Grissom
General Vice President

Approved by:

 R.H.G.

R.A. Johnson
General President

Cost-of-Living Allowance and Adjustments After July 1, 2014

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments

(a) Tab A of the parties' agreement dated January 9, 2009, is superseded by this Exhibit 1 effective April 10, 2012.

(b) A cost-of-living allowance will be payable in the manner set forth in and subject to the provisions of this Exhibit 1, on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W) (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective January 1, 2014 based, subject to paragraph (e), on the BLS CPI for September 2013 as compared with the BLS CPI for March 2013. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (e)(iii), according to the formula set forth in paragraph (f).

Measurement Periods

<u>Base Month</u>	<u>Measurement Month</u>	<u>Effective Date of Adjustment</u>
September 2013	March 2014	July 1, 2014
March 2014	September 2014	January 1, 2015

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified during which this Exhibit 1 is in effect.

(c) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(d) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

- (e) (i) Cap. In calculations under paragraph (f), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 2014	3% of September March 2013 CPI
January 1, 2015	6% of September 2013 CPI, less the increase from September 2013 to March 2014

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule will be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (f), only fifty percent (50%) of the increase in the BLS CPI in any measurement period shall be considered.

(iii) If the increase in the BLS CPI from the base month of September 2013 to the measurement month of March 2014 exceeds three percent (3%) of the September 2013 base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of three percent (3%) of such September base index; and the maximum increase in that portion of the index that may be taken into account will be six percent (6%) of such September base index less the three percent (3%) mentioned in the preceding clause, to which will be added any residual fractional points which had been dropped under paragraph (f) below in calculation of the cost-of-living adjustment which will have become effective July 1, 2014 during such measurement period.

(iv) Any increase in the BLS CPI from the base month of September 2013 to the measurement month of September 2014 in excess of six percent (6%) of the September 2013 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent years in which this Article is in effect.

(f) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (e), will be converted into cents on the basis of one cent (\$.01) equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 points of change after the conversion will not be counted.)

The cost-of-living allowance effective January 1, 2015 shall be the whole number of cents produced by dividing by 0.3 the number of points change, as limited by paragraph (e), in the BLS

CPI during the applicable measurement period. Any residual fractional points resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on December 31, 2014 if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains above zero. The same procedure will be followed in applying subsequent adjustments.

(g) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 – Payment of Cost of Living Allowances

(a) The cost of living allowance payable to each employee effective July 1, 2014, pursuant to Section 1 above is a separate allowance and shall not be rolled into basic rates of pay unless and until same is mutually agreed by the parties.

(b) The cost of living allowance payable to each employee effective January 1, 2015, pursuant to Section 1 above is a separate allowance and shall not be rolled into basic rates of pay unless and until same is mutually agreed by the parties.

(c) The procedure specified in paragraphs (a) and (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

THE UNIVERSITY OF CHICAGO
LIBRARY

33 East US Highway 12
Chesterton, Indiana 46304

Side Letter No. 1

April 10, 2012

Mr. Raymond H. Grygiel
National Representative
Transportation Communications Union/IAM
8501 West Edelweiss Drive
Palos Park, IL 60464

Re: Clarification of Signing Bonus

Dear Mr. Grygiel:

This letter addresses our agreed understanding about the payment of the lump sum referenced in Article I A. of the attached agreement to persons not in active service on the date of ratification (April 4, 2012) who otherwise would be ineligible to receive same.

We have agreed that the intent of this exception is to make these funds available to persons who return to service with the intent of working as full time employees in the subsequent months thereafter. It is not the intent of either party to allow a sharp practice whereby someone returns to service simply to obtain a lump sum windfall. The District, as an exception to the criteria outlined in Article 1 A. of the attached agreement, will make payment of the lump sum to the following persons who fulfill all of the following criteria:

- (1) The employee is on the seniority roster as of the date of ratification;
- (2) The employee returns to service and exercises seniority to obtain a full time position; and
- (3) The employee renders thirty (30) days of compensated service on said assignment, or such other assignment as s/he may bid to, be displaced to, or assigned to, on or before December 31, 2013.
- (4) Persons who return to service on or before January 1, 2013, are eligible for the entire signing bonus upon completion of items (2) and (3) above.
- (5) Persons who return after January 1, 2013, will have the amount of the lump sum paid on a pro-rata basis for the full months the person expects to be present for work through and including December 31, 2013. *Example: Person returns to service on June 15, 2013. They therefore expect to be present for service the*

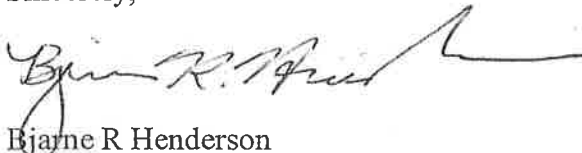
months of July - December 2013 (6 months of the 24 month contract period). The person will receive 6/24^{ths} of \$3,175 = \$793.75.

Where these terms are fulfilled, payment will be issued to the employee in the first pay period subsequent to the date that the employee completes the thirty (30) days of compensated service.

We have also reviewed our records and agree that there are no persons currently suspended or dismissed from service pending decisions from public law boards or other forums. Therefore, a letter of understanding on this issue is not required.

Please indicate the Organization's concurrence with these understandings by signature and date below.

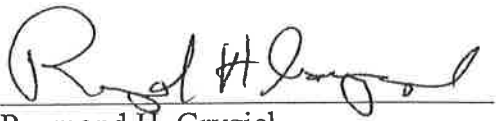
Sincerely,



Bjarne R Henderson
Director – Human Resources and Labor Relations

Agreed:

4-12-2012
Date


Raymond H. Grygiel
National Representative

33 East US Highway 12
Chesterton, Indiana 46304

April 10, 2012

Mr. Raymond H. Grygiel
National Representative
Transportation Communications Union/IAM
8501 West Edelweiss Drive
Palos Park, IL 60464

Re: Clarification of Existing Practice Regarding Brake Valve Cores

Dear Mr. Grygiel:

This letter addresses our agreed understanding that the existing longstanding practice of exchanging brake valve cores where same are unable to be repaired or qualified in-house will continue without objection by the Organization. This understanding is intended to only memorialize those existing practices currently known to the Organization.

Please indicate the Organization's concurrence with this understanding by signature and date below.

Sincerely,

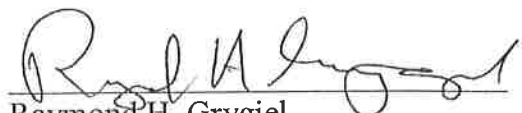


Bjarne R Henderson
Director – Human Resources and Labor Relations

Agreed:

4-12-2012

Date



Raymond H. Grygiel
National Representative

Memorandum Agreement
Between
Brotherhood Railway Carmen Division
Transportation Communications International, AFL-CIO, CLC

The Northern Indiana Commuter Transportation District ("District") and the Brotherhood Railway Carmen Division, Transportation Communications International Union, AFL-CIO, CLC ("Organization") in full settlement of outstanding Section 6 Notices between the District and the Organization agree to amend the existing collective bargaining agreement between the parties as follows:

I. COMPENSATION

A. General Wage Increase

The base rates for employees covered under this agreement will be as follows:

1. January 1, 2008 - All hourly rates of pay effective on December 31, 2007 for employees covered by this agreement shall be increased in the amount of 3.5%. In addition the COLA in effect January 1, 2008 per Section I, E shall be rolled into the base wage rate. A \$500 signing bonus shall be paid within the first 30 days after signing to employees covered by this agreement.
2. January 1, 2009 - All hourly rates of pay in effect on December 31, 2008, for employees covered by this agreement shall be increased in the amount of 3%.
3. January 1, 2010 - All hourly rates of pay in effect on December 31, 2009, for employees covered by this agreement shall be increased in the amount of 3%.
4. January 1, 2011 - All hourly rates of pay in effect on December 31, 2010, for employees covered by this agreement shall be increased in the amount of 3.25%.
5. January 1, 2012 - Resume COLA

B. Car Cleaner Wage Adjustment

Car cleaners covered under this agreement on January 1, 2008, shall receive a one-time increase of \$0.74 cents per hour in the first year of the contract in lieu of the 3.5% increase. Regular wage increases provided in the agreement to follow in years two, three and four of the contract.

C. Application of Wages

The increase in wages provided for in this section shall be applied in accordance with the current wage or working agreement. Special allowances not included in fixed hourly rates of pay for all services rendered and arbitraries representing duplicate time payments will not be increased. Overtime hours will be computed in accordance with the rules applicable to the calculation of overtime.

D. Disposition of Fractions

Rates of pay which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one cent or more shall be ~~increased to the~~ nearest full cent.

E. Cost of Living Allowance

The current Cost of Living ("COLA") Adjustment of \$0.11 per hour shall be rolled into the rates of pay on January 1, 2008. COLA payments shall then cease and shall not accrue. COLA payments shall commence again effective January 1, 2012, with an hourly allowance amount calculated in accordance with the formula, attached hereto as Exhibit 1, and shall continue at six (6)-month increments until such time as the issues associated with Section 6 notices served in 2011 are resolved. The cost of living allowance set forth as Exhibit 1 will be calculated as a separate allowance and is not part of the basic rate of pay.

F. Hostler Pay

An arbitrary of \$2.50 per day will be paid to licensed Carmen when operating equipment as terminal Carmen. The arbitrary is not subject to overtime or other adjustments. The arbitrary is not subject to COLA or other changes to the base wage rate.

G. Lead Carmen Pay

Lead Carmen will receive an increase to \$0.75 cents per hour over the carmen's rate in the first year of the contract and an increase to One Dollar (\$1.00) per hour over the carmen's rate in the second year of the contract.

H. Outside Maintenance by Shop Carmen

Shop Carmen will receive an additional \$0.50 cents per hour differential for work per management direction requiring them to leave the New Shops or Mid-Life Building to repair or provide for a maintenance problem outside in the yard at Michigan City, Indiana.

II. HEALTH AND WELFARE

It is the intent of the Parties to provide benefits identical to the current TCU National Plan, with the exception of the cost-sharing provisions of the January 23, 2003, National Agreement, which are modified herein.

As soon as it is practicable after the effective date of this Agreement, the District shall provide the Employees with the benefits of the Railroad Employees National Health and Welfare Plan ("the Plan") as modified through and including the TCU National Agreement of January 23, 2003, and as further modified by this Article in respect to employees represented by the Organization and their eligible dependents. Such benefits shall be continued subject to the provisions of the Railway Labor Act until superceded by a subsequent agreement.

A. Employee Cost Sharing Contributions

The cost-sharing provisions of the January 23, 2003, TCU National Agreement shall not apply to the Employees. Instead, effective January 1, 2008, each employee covered by this agreement shall contribute \$60.00 per month to the Plan for each month that his employer is required to make a contribution to the Plan on his behalf for foreign-to-occupation health benefits coverage, and such contributions shall be on a pre-tax basis. The contributions herein shall be as follows: January 1, 2009, \$75.00 per month; January 1, 2010, \$85.00 per month; and January 1, 2011, \$100.00 per month until superceded by a subsequent agreement.

B. Opting Out of Health Insurance Coverage

During a prescribed election period preceding January 1, 2008, and preceding each January 1 thereafter, employees who advise the Plan or its designee in writing that they have medical, mental health/substance abuse, and prescription drug coverage through another source may choose once a year to forego coverage for foreign-to-occupation health benefits for themselves and their dependents under the Plan. Such election is hereafter referred to as an "Opt-Out Election" and, where exercised, will eliminate the District's obligation to pay medical insurance premiums for the employee and his dependents, if any. Each employee who makes such an election will be paid by his employer \$100.00 for each month that his employer would have been required to make a contribution to the Plan on his behalf for health insurance. If an event occurs that results in the loss of the other source of coverage that permitted an employee to opt-out of the coverage described above, the employee may, upon providing the Plan or its designee with proof satisfactory to it of the loss of coverage, revoke his election to forego coverage for foreign-to-occupation health benefits and will thereupon, along with his dependents, be once again covered for foreign-to-occupation health benefits either by the Plan and will not receive any further \$100.00 per month opt-out payment from his employer, but only if he would have been covered by the Plan on the date of such revocation had he not earlier made the election to forego coverage for foreign-to-occupation health benefits.

An employee who opts out will be opting out of FO health coverage only, and (if he otherwise satisfied eligibility and any existing requirements) will continue to have on-duty injury coverage and any existing life and AD&D insurance coverage.

The \$100/month bonus will not be payable to an employee who opts out if:

1. the husband and wife are each covered by the Plan (or the NRC/UTU Plan); or
2. the employee is the spouse of a railroad retiree who participates in the Railroad Employees National Early Retirement Major Medical Benefit Plan; or
3. if the District, in any given month, would not have been required to make a contribution to the Plan on behalf of the employee's health insurance.

An employee who is ineligible to receive the \$100.00/month bonus for the reasons stated in (1), (2) or (3) above may still elect to opt-out of coverage and will not have to make the cost-sharing payments described above in Section II A.

An employee described in (1), (2) or (3) above who opts out will continue to receive coordination of benefits as if he were still fully covered by the Plan.

III. MISCELLANEOUS

A. Non-operating Terminal Board

The District shall create a Non-Operating Terminal Board to be filled in seniority order when a Carmen has a temporary license revocation.

B. Right Not to Fill Positions

The Organization agrees to allow the Carrier the right not to fill a terminal Carmen position if work is not needed at the discretion of the supervisor.

C. Incremental Vacation Days

Members under contract with the BRC/TCIU (AFL-CIO, CLC) will be allowed to split two weeks of their vacation in one or more increments.

IV. EFFECTIVE DATE

- A. The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served by the Parties dated November 1, 2007, and thereafter. This Agreement shall remain in effect through December 31, 2011, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. No party to this Agreement shall serve, prior to November 1, 2011, (not to become effective before January 1, 2012) any notice or proposal for the purpose of changing the subject matter of the provisions of the Agreement or which proposes matters covered by the proposals of the parties cited in Paragraph A of this Section, and any proposals in pending notices to such subject matters are hereby withdrawn.

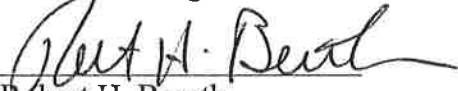
- C. No party to this Agreement shall serve or progress, prior to November 1, 2011, (not to become effective before January 1, 2012) any notice or proposal which might properly have been served when the last moratorium ended on November 1, 2007.
- D. This Article will not bar the parties from agreement upon any subject of mutual interest. This ~~agreement is made~~ with the effective date of January 1, 2008, and is effective as set forth herein.
- E. New wage rates reflected in this Agreement will be implemented for the first full pay period following the signing of the Agreement. Wage adjustments to reflect January 1, 2008, contract commencement and signing bonus will be paid within 30 days from the signing date of the agreement.

Signed and agreed to this 1st day of April, 2008

FOR THE DISTRICT:



Gerald R. Hanas
General Manager

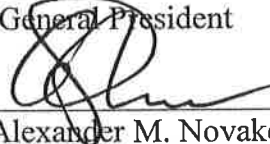


Robert H. Bernth
Director of Human Resources &
Labor Relations


FOR THE ORGANIZATION:



Richard A. Johnson
General President



Alexander M. Novakovic
General Vice President



Raymond H. Grygiel
International Representative



Robert L. Keppen
Local Chairman

Cost-of-Living Allowance and Adjustments Thereto After January 1, 2012

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments Thereto

(a) A cost-of-living allowance will be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W) (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective January 1, 2012 based, subject to paragraph (d), on the BLS CPI for September 2010 as compared with the BLS CPI for March 2011. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

Measurement Periods

<u>Effective Date</u>	<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
September 2010	March 2011	January 1, 2012	
March 2011	September 2011	July 1, 2012	

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(c) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d) (i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
January 1, 2012	3% of September 2011 CPI
July 1, 2012	6% of September 2011 CPI, less the increase from September 2010 to March 2011

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule will be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the BLS CPI in any measurement period shall be considered.

(iii) If the increase in the BLS CPI from the base month of September 2010 to the measurement month of March 2011 exceeds three percent (3%) of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of three percent (3%) of such September base index; and the maximum increase in that portion of the index that may be taken into account will be six percent (6%) of such September base index less the three percent (3%) mentioned in the preceding clause, to which will be added any residual tenth of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective January 1, 2012 during such measurement period.

(iv) Any increase in the BLS CPI from the base month of September 2010 to the measurement month of September 2011 in excess of six percent (6%) of the September 2010 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent years in which this Article is in effect.

(e) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis of one cent (\$.01) equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 points of change after the conversion will not be counted.)

The cost-of-living allowance in effect on June 30, 2012 will be adjusted (increased or decreased) effective July 1, 2012 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on June 30, 2012 if the BLS CPI will have been higher at the end than at the beginning of the measurement period, ~~and subtracted~~ subtracted therefrom if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains above zero. The same procedure will be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Compendium of Side Letter Agreements

between the

TRANSPORTATION COMMUNICATIONS UNION (CARMAN DIVISION)

and the

NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT

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<u>Designation:</u>	<u>Date:</u>	<u>Description:</u>
TCSA-1	12 May 1948	Interpretation of "call time" for Carmen
TCSA-2	4 October 1972	Employees injured in off-track vehicle accidents
TCSA-3	30 January 1973	Carmen working at South Bend terminal
TCSA-4	27 September 1973	Cable barrier or gates across entry roads to Mechanical Department
TCSA-5	9 July 1979	Handling and inspection of suspension bearing wick lubricators
TCSA-6	9 July 1979	"Hard hat" grievance
TCSA-7	16 November 1981	Transferring from one seniority list to another in the Mechanical Department
TCSA-8	23 April 1985	Fifty cent differential between lead position and various others
TCSA-9	15 May 1985	Passenger Carmen and freight Carmen six cents hourly differential
TCSA-10	24 May 1985	Section 3(a) amended. . . union membership
TCSA-11	31 May 1988	Abolishment of lead terminal Carmen, Job 20-10
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TCSA-13	27 August 1991	Vacation Benefit

<u>Designation:</u>	<u>Date:</u>	<u>Description:</u>
TCSA-14	28 August 1991	Qualification Modification for Ms. Elenora Kent and Ms. Barbara Corcoran
TCSA-15	27 November 1991	Imposed Agreement
TCSA-16	16 December 1993	Changes to Gary jobs 20-01 and 20-02
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TCSA-22	2 November 2000	Rule 67 – new provisions
TCSA-23	21 February 2001	Emergency terminal Carmen

f:\h\b\448

MEMORANDUM

In a meeting held in Mr. C. H. Jones' office on May 11, 1948 the following interpretations were made in regard to contract with System Federation #152:

CALL TIME

It was agreed that call time under Rule #7 and #9 would be allowed for any employee notified at a time outside his regular tour of duty.

EXAMPLE: A. If I call a third trick carmen helper at 12:00 Noon to fill a second trick carmen job the same day of my call, he would get call time.
B. If I call a third trick carmen helper at 12:00 Noon to fill a second trick carmen job the following day he would NOT get call time, as he still remained on his own job the day of the call, and would not change jobs until he completed his own third trick that day.

Per MA 5-12-46

EXCERPT FROM MR. JONES LETTER TO E. PEARSON DATED MAY 13, 1948:

"....It is my understanding that your contention is that under rule 9, Temporary Vacancies, that when a man is called to fill a temporary vacancy at a terminal other than his home terminal, he will be paid one hour call time, providing the call is made after the man 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, that no call time will be allowed. I concur in this interpretation and with this understanding, the one hour call time.....

MA:s

5-12-48

CC 1-File in Shop Organization
1-Book

MEMORANDUM OF UNDERSTANDING

In connection with the provisions of the October 7, 1971 National Agreement relating to payments to employees injured in off-track vehicle accidents under certain circumstances:

It is agreed that existing time-limit-on-claims rules in national agreements or in local schedule agreements do not apply to claims filed under such off-track vehicle accident provisions. Accordingly, the rights of neither the employees nor the railroad will be prejudiced by a failure to comply with a provision of such rules.

The railroad party to such off-track vehicle accident provisions will promptly designate an officer with whom any claims arising under such provisions are to be handled, and will notify General Chairman of the officer designated.

SIGNED Michigan City THIS 4th DAY OF October, 1972

FOR THE RAILROAD:

FOR THE EMPLOYEES:

Albert W. Dudley
President and General Manager
Chicago South Shore & South Bend Railroad

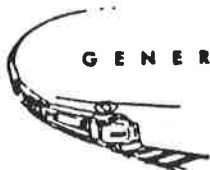
Edward Schlining
General Chairman
B.R.C. of U.S. & C.

Chicago South Shore and South Bend Railroad

TRANSPORTATION DEPARTMENT

GENERAL OFFICE — MICHIGAN CITY, INDIANA 46360

E. E. LIDKE, SUPERINTENDENT



January 30, 1973

Mr. Edward Schlining
General Chairman
Bro. Railway Carmen of the
United States and Canada
915 E. Michigan Boulevard
Michigan City, Indiana
46360

Dear Sir:

At our conference in this office on Friday, January 26, 1973, at your request, we discussed the time claims submitted for Carman M. Taylor, dated September 28 and September 29, 1972.

You agreed to withdraw these claims providing carmen were provided at South Bend Terminal for the operation of passenger trains at that point. It was agreed Mr. Doyle would provide carmen at South Bend immediately for Monday through Friday service and would work with Mr. Kroening and revise schedules for carmen on weekends.

I trust this will meet with your approval in the settling of this matter.

Yours truly,

L/mw

1/31/73
1-3

CHICAGO SOUTH SHORE AND SOUTH BEND RAILROAD

GENERAL OFFICE

MICHIGAN CITY, INDIANA 46360

A. W. DUDLEY, PRESIDENT

TEL: 218-07 11

September 21, 1973

Mr. Edward Schlining
General Chairman
Brotherhood Railway Carmen of
The United States and Canada
915 East Michigan Blvd.
Michigan City, Indiana 46360

Dear Sir:

With reference to your letter of September 13, 1973
in which you asked for a Letter of Understanding as to the
handling of cable barrier or gates.

The carrier is agreeable to the following:

The work of regularly opening and
closing cable barrier or gates across
entry roads to Mechanical Department
facilities, at the Michigan City Shops,
is to be assigned to members of the
Carmen's Union.

The above applies to the Roeske Avenue
barrier and to future barriers installed
to prevent unauthorized road travel to
and from Mechanical Department Shop
Buildings.

If you are agreeable to the Understanding as set-out
above, please so indicate by signing below and returning one (1)
copy to this office.

Yours very truly,

A. W. Dudley
A. W. Dudley

Accepted September 27, 1973
Date

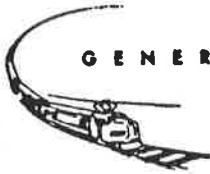
By: Edward Schlining
Edward Schlining, General Chairman

Chicago South Shore and South Bend Railroad

TRANSPORTATION DEPARTMENT

GENERAL OFFICE - MICHIGAN CITY, INDIANA 46360

E. E. LIDKE, SUPERINTENDENT



January 31, 1973

Mr. Edward Schlining
General Chairman
Bro. Railway Carmen of the
United States and Canada
915 E. Michigan Boulevard
Michigan City, Indiana
46360

Dear Sir:

This is a letter of Understanding in settlement of a dispute between the Brotherhood of Railway Carmen of United States and Canada and the Chicago South Shore and South Bend Railroad regarding the handling and inspection of Suspension Bearing Wick Lubricators on locomotives.

1. Oiling of these bearings will be done by the Carman Helper-Oiler as per past practice.
2. On annual inspections when the Wick Lubricators are removed, inspected and reapplied by the Carman Helper-Oiler he will be compensated at Carman rate of pay for two hours.
3. This increase in rate for two hours will not affect the regular Carman Helper rate of pay for the balance of his shift.
4. This Understanding shall be effective as of January 31, 1973, and shall be terminated automatically upon thirty (30) days' written notice given by either party to the other.

Signed at Michigan City, Indiana this 31 day of January, 1973.

For the Employees

For the Carrier

JUL 11

CHICAGO SOUTH SHORE AND SOUTH BEND RAILROAD

GENERAL OFFICE

MICHIGAN CITY, INDIANA 46360

A. W. DUDLEY, PRESIDENT

July 9, 1979

TEL. 219-6 22

Mr. Edward Schlining
General Chairman
Brotherhood of Railway Carmen of the
United States and Canada
915 East Michigan Blvd.
Michigan City, Indiana 46360

Dear Mr. Schlining:

On June 15, 1979, we met in my office for a discussion of a grievance concerning the wearing of hard hats by certain employees, which you appealed to me in your letter of May 18, 1979.

In an effort to resolve this grievance in which you claim that certain employees are being discriminated against as to the wearing of hard hats, the carrier is willing to issue a notice to all Mechanical Department employees along the following lines:

"Terminal Carmen, Terminal Carmen Helpers and Terminal Cleaners must wear hard hats while working in any area posted as "hard hat area" and in such other areas wherever there are hazards caused by flying objects or electric shock or burns, with exception only to those working regularly in offices and in similar areas inside buildings, passenger cars or locomotives which are not designated and posted as "hard hat areas".

"All other Mechanical Department employees must wear hard hats in any area posted as "hard hat area" or when their duties require them to be in, on or around any locomotives or cars, regardless of location."

If you agree that this will satisfactorily resolve this grievance, please do so by signing in the space provided at the bottom of this letter and returning a copy to me.

Yours very truly,

A. W. Dudley

AWD:mm

Accepted By

Date

NOV 13 1981

CHICAGO SOUTH SHORE AND SOUTH BEND RAILROAD

GENERAL OFFICE

MICHIGAN CITY, INDIANA 46360

November 12, 1981

TEL: 219-874-4221

D. BUNTON
DIRECTOR - PASSENGER AND
ADMINISTRATIVE SERVICES

Mr. Edward Schlining
General Chairman
Brotherhood Railway Carmen of the
U. S. and Canada
2322 East Michigan Boulevard
Michigan City, Indiana 46360

Dear Sir:

This will confirm the continuance of conferences held in this office on October 19, 1981 and November 10, 1981, regarding your appeal of a claim and grievance on behalf of Carmen R. Scissom and M. Kehoe, alleging a violation of the working agreement in awarding Shop Carman Job No. 26-03 to Carman J. D. Gardner, Jr.

Present at the conferences were Messrs. Edward Schlining, General Chairman and T. Oshinski, Local Chairman, representing the organization and J. R. Dukehart, Mechanical Superintendent and R. D. Bunton, Director Passenger and Administrative Services, representing the carrier.

It was mutually agreed in conference that:

In the absence of bids on bulletined Carmen positions from employees having bid privileges, the carrier 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 applicant will be subject to the applicant displaying the necessary skills to qualify which judgment will be concluded within thirty (30) days or less.

This understanding is intended solely as an interpretation of the existing Working Agreement between the parties.

In view of this understanding, the organization withdraws

NOV 13 1981

Mr. Edward Schlining
Page two

November 12, 1981

its claim and grievance as set forth in your letter of September 17, 1981, addressed to the undersigned.

If this is your understanding of the agreement reached in conference, please affix your signature in the designated area, returning one (1) fully executed copy to this office.

Yours very truly,

R. D. Burton

I concur: *Edward Schlining*

Date 11-16-1981

Edward Schlining
General Chairman
Brotherhood Railway Carmen
of the U.S. and Canada

RDB:mmm

cc: Mr. J. R. Dukehart
Mr. T. R. Oshinski, Local Chairman, BRC
5961 Warnke Road
Michigan City, Indiana 46360

APR. 27 1988

Memorandum of Agreement
between

Chicago South Shore and South Bend Railroad
and the employees represented by the Brotherhood Railway Carmen of the United States and Canada.

In conference at Michigan City, Indiana on the 23rd day of April, 1985, the Chicago South Shore and South Bend Railroad (Carrier) and the Brotherhood Railway Carmen of the United States and Canada (Organization) agree that a fifty cents (50¢) per hour differential is established and shall be maintained between the "Lead" positions and those positions shown opposite thereof, as follows:

Lead Terminal Carman	Terminal Carman
Lead Shop Carman	Shop Carman
Lead Freight Carman	Freight Carman
Lead Machinist	Machinist
Lead Cleaner	Cleaner


It is recognized by the parties that:


- (a) The fifty cents (50¢) per hour is a differential not subject to any general wage increases of any kind whatsoever.
- (b) No retroactive payment, claim or grievance of any kind will result from the execution of this Agreement.
- (c) All employees occupying "Lead" positions are responsible for and will supervise as well as perform such work as assigned to the positions in the "Lead" employee's classification.
- (d) Appointments to "Lead" positions shall be the prerogative of the Carrier and not subject to bulletin and bid procedures rules.
- (e) The Carrier is not obligated to create or maintain "Lead" positions as a result of this agreement.

This Agreement will become effective the 1st day of May 1985, superceding all other rules, Agreements and understandings in conflict herewith.


Should either of the parties to this Agreement desire to revise or modify these rules, thirty (30) days' written advance notice containing the proposed changes shall be given and a conference shall be held immediately on the expiration of such notice unless another date is mutually agreed upon.

For the Organization:


Edward Schlining, General Chairman


Thomas Oshinski, Local Chairman

For the Carrier:


Barry L. Prince, President

TCSA-9
MAY 20 1985

CHICAGO SOUTH SHORE AND SOUTH BEND RAILROAD
MICHIGAN CITY, INDIANA 46360

May 15, 1985

Mr. Edward Schlining
General Chairman
Brotherhood Railway Carmen of the
United States and Canada
2322 East Michigan Blvd.
Michigan City, Indiana 46360

Dear Mr. Schlining:


This has reference to the conference held on April 23, 1985 in the Carrier's General Office Building at Michigan City, Indiana.

Among other areas of concurrence, it was agreed during the subject conference that a fifty cent (50¢) differential in the hourly rate of "Lead" Carmen craft position would be effective May 1, 1985.

Also, the six cent (6¢) per hour differential between Passenger Carmen and Freight Carmen would be removed by increasing the hourly Basic Rate of Freight Carmen by six cents (6¢), thereby equalizing the hourly rates of the two classifications.

This is to advise that Payroll Department accomplished both of the changes herein described effective May 1, 1985.

Yours very truly,



Barry G. Prince
President

RDB:mm

T. Oshinski, 5/20/85

Memorandum of Agreement
between

Chicago South Shore and South Bend Railroad
and the employees represented by the Brother-
hood Railway Carmen of the United States and
Canada.

IT IS AGREED:

Section 3(a) of the current Union Shop Agreement is abrogated and
the following is hereby adopted:

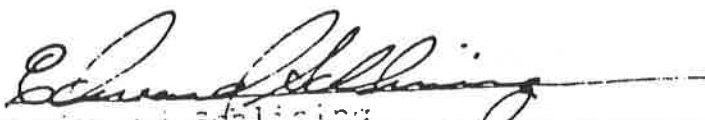
Section 3

(a) Except for employees receiving income as a result of
benefits under agreements, federal statutes or Interstate
Commerce Commission arrangements, to the extent that such
income equals twelve (12) days pay at the daily rate of
pay, 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 days or more, are (1) fur-
loughed on account of force reduction, or (2) on leave
of absence, or (3) absent on account of sickness or disa-
bility, will not be required to maintain membership as
provided in Section 1 of this agreement so long as they
remain in such other employment, or furloughed or absent
as herein provided, but they may do so at their option.
Should such employees return to any service covered by the
said Rules and Working Conditions Agreements and continue
therein thirty calendar days or more, irrespective of the
number of days actually worked during that period, they
shall, as a condition of their continued employment
subject to such agreements, be required to become and
remain members of the organization representing their
class or craft within thirty-five calendar days
from date of their return to such service.


This agreement is in settlement of the proposal contained in
the Organization's notice dated and served on the Carrier on or
about May 22, 1984.

Signed this 24th day of May 1985, at Michigan City, Indiana,
effective 1st day of June, 1985.

For the Organization:


Edward J. Downing

For the Carrier:


Barry L. Prince

MAY 16 1988

CHICAGO SOUTH SHORE & SOUTH BEND R.R.

GENERAL OFFICES MICHIGAN CITY, INDIANA 46360 (219) 874-4221

May 11, 1988

Mr. Edward Schlining
General Chairman
Brotherhood Railway Carmen of the
U. S. and Canada
2322 East Michigan Boulevard
Michigan City, Indiana 46360

Dear Sir:

This will confirm the conference held in the General Office, Michigan City, May 10th at the request of Mr. Richard L. Humelsheim, Local Chairman to discuss the Memorandum of Agreement dated May 1, 1985 concerned with establishment of "Lead" positions.

Present at the conference were Messrs Edward Schlining, General Chairman and R. L. Humelsheim, Local Chairman representing the organization and M. W. Franke, Vice President & General Manager, H. C. Christie, General Manager Motive Power & Equipment and J. A. Darling, Chief Executive Officer representing the Carrier.

It was mutually agreed in conference that:

1. Present position Job 20-10 Lead Terminal Carman would be abolished, effective close of shift May 19, 1988 and readvertised in the normal manner. Note: Jobs 20-07 and 20-09 would not be abolished since they were awarded on a seniority basis April 3, 1988.
2. In the event that a Lead Terminal Carman's position is required on 11:00 pm - 7:00 am turn at Michigan City any of the positions working that turn may be designated on specific days to such a position at the Carrier's discretion.
3. The rate will be paid only to those individuals as designated and only on the days worked by those individuals as lead carmen.
4. All other parts and application of the Memorandum of Agreement of May 1, 1985 will remain in effect.

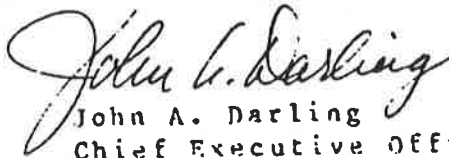
MAY 16 1988

Mr. Edward Schlining
Page 2

May 11, 1988

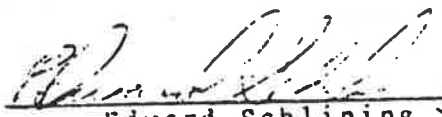
If this is your understanding of the agreement reached in conference, please affix your signature in the designated area, returning one (1) fully executed copy to this office.

Yours very truly,



John A. Darling
Chief Executive Officer

I concur:



Edward Schlining
General Chairman
Brotherhood Railway Carmen
of the U. S. and Canada

Date



HCC/cjb

cc: Messrs M. W. Franke
H. C. Christie
R. L. Humelsheim, Local Chairman, BRC
c/o Chicago South Shore & South Bend Railroad
Mechanical Department
North Carroll Avenue
Michigan City, Indiana 46360

CHICAGO SOUTH SHORE & SOUTH BEND R.R.

GENERAL OFFICES MICHIGAN CITY, INDIANA 46360 (219) 874-4221

Mechanical Department
Michigan City, Indiana
November 2, 1988

The following letter of understanding is agreed this date, November 2, 1988, between the CSS&SBRR and the Transportation Communications Union, Carman Division, South Shore Lodge #6295, representing Mr. Wayne Krueger, Car Cleaner. This Agreement in no way supersedes any contract now in effect, nor will it in any way set any type of precedence for future handling of any type of claim or grievance created by the Labor Organization.

Mr. Wayne Krueger, Lead Car Cleaner, had corrective eye surgery in a non related Carrier incident, which resulted in the loss of sight in his left eye. Due to the long and faithful service of Mr. Krueger and his seniority status as such, the following consideration will be given:

1. All parties realize certain risks are being taken to provide Mr. Krueger with continued employment.

2. The Labor Organization realizes Mr. Krueger will only be permitted to work on a Shop Position. In the future event this position is not available for Mr. Krueger, he will be placed in a furloughed status. These duties include but not restricted to the following:

- (a) Shop janitor work, cleaning office, lunch room, rest rooms, shop area
- (b) Picking up supplies at Stores and distribution of same
- (c) Operation of a lawn type garden tractor to cut grass and plow snow
- (d) Any type work as assigned by the Supervisor on duty within job scope
- (e) At this time no duties of this position are restricted to him.

3. Mr. Krueger is not being given light duty nor is any position being created for him.

4. Mr. Krueger will be considered as a restricted employee and will wear safety glasses with side shields at all times, to virtually eliminate any possibility of loss of sight in his right eye while on duty. Mr. Krueger will also be required to wear a hard hat at all times.

Mr. Wayne Krueger
Page -2-

Mechanical Department
November 2, 1988

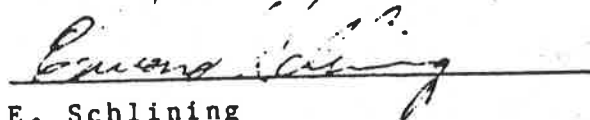
5. (A) Mr. Krueger will be required to pass a Company physical prior to returning to work, passing complete physical with eye exception only.

(B) Mr. Krueger will be required to show proof of evidence of an eye examination on six (6) months intervals to Company physician. Deterioration of sight in his right eye to less than minimal Company standards will cause immediate placement in a furloughed status, without any type expense to the Carrier other than normal sick or disability benefits.

If the foregoing is agreeable to all parties involved in the above letter of understanding, they will affix their signatures accordingly, at which time understanding will be placed in effect.



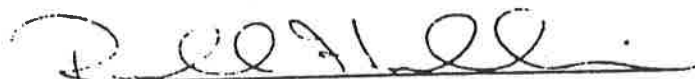
H. C. Christie
General Manager MP&E
CSS&SBRR



E. Schlining
General Chairman
TCU, Carmen Division



Wayne Krueger
Lead Car Cleaner



R. Humelsheim
Local Chairman, TCU
South Shore Lodge #6295

cc: File
T. R. Jorgenson, President

file

M E M O R A N D U M

FOR: Dario M. Brezene
Kenneth R. Peterson
Robert L. Maddox

FROM: Bjarne R. Henderson *BRH*

SUBJECT: Various Letter Agreements - TCU (Carmen)

DATE: September 19, 1991

Please insert the attached two agreements in your copies of the contract between the District and the Transportation Communications Union - Carmen's Division. These documents should be listed as TCSA-13 and TCSA-14.

Please contact me if you have any questions concerning these two agreements.

Attachments

BRH/rbp/479r


NICD

Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5740

August 27, 1991

Mr. Richard B. Leyba
General Chairman
Consolidated Joint Protective Board of Chicago
2322 East Michigan Boulevard
Michigan City, IN 46360

Re: Letter Agreement - Vacation Benefit

Dear Mr. Leyba:

The Northern Indiana Commuter Transportation District ("District") and the Transportation Communications International Union - Carman Division ("Organization") hereby agree as follows:

- 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 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 days of vacation (excluding holidays), the person may take five days one at a time, or in a combination of three and two days on different dates, or any other combination up to and including five days. The balance of the vacation allowance (ten days in this example) must be taken in increments of five or more days.
- c. An employee electing to exercise this option must personally notify his or 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 requesting 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 by conference between the parties, either party may terminate this agreement 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 does not replace the National Vacation Agreement of December 17, 1941 ("National Agreement") and amendments thereto. In the event of a dispute concerning the applicability of this agreement or the National Agreement, the terms of the National Agreement shall control.

If the foregoing represents the organization's understanding of this agreement, please indicate concurrence by signature and date below.


Very truly yours,



Gerald R. Hanas
General Manager

Agreed and accepted on behalf of the Transportation
Communication International Union - Carman Division:

Sept 5, 1991
Date

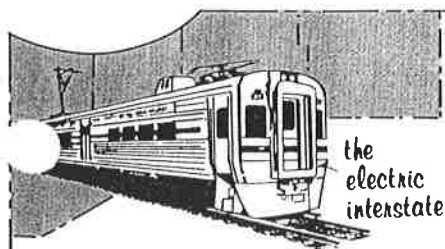


Richard B. Leyba
General Chairman
TCIU - Carman Division

Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744



NICTD

August 28, 1991

Mr. Richard B. Leyba
General Chairman
Consolidated Joint Protective Board of Chicago
Brotherhood Railway Carmen
2322 East Michigan Boulevard
Michigan City, IN 46360

Re: Qualification Modification

Dear Mr. Leyba:

This Letter Agreement between the Northern Indiana Commuter Transportation District ("District") and the Transportation Communication International Union, Carmen's Division ("TCIU-Carmen") is as follows:

- a. Ms. Elenora Kent and Ms. Barbara Corcoran will not be required to qualify for service as carmen in order to continue their duties as coach cleaners. However, at the option of either employee, they may qualify to serve as carmen.
- b. In the event that either of these individuals return to service in another craft and then return to service as a coach cleaner, they will not retain their carmen seniority. Upon any subsequent return to carmen or coach cleaner, they will be required to qualify per the then existing requirements for a car cleaner or carmen.

The foregoing is a unique agreement between the District and TCIU-Carmen and is not meant to serve as precedent for either party with respect to similar issues which may arise in the future. If the foregoing represents your understanding of the agreement between the parties, please so indicate by signature and date below.

Very truly yours,

Gerald R. Hanas
General Manager

GRH/rbp/440r

AGREED AND ACCEPTED on behalf of the Transportation Communications International Union - Carmen's Division:

Richard B. Leyba, General Chairman,
TCIU-Carmen's Division

Sept 5, 1991
Date



IMPOSED AGREEMENT
Between
Brotherhood Railway Carmen's Division,
Transportation Communications
International Union
And
National Carriers' Conference Committee
November 27, 1991



IMPOSED AGREEMENT

THIS IMPOSED AGREEMENT, made this 27th day of November, 1991, by and between the participating carriers listed in Exhibit A attached hereto and hereby made a part hereof, and represented by the National Carriers' Conference Committee, and the employees shown thereon and represented by the Brotherhood Railway Carmen - Division of TCU and the Transport Workers Union of America, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - WAGES

Section 1 - Lump Sum Payment

Each employee subject to this Imposed Agreement who qualified for an annual vacation in the calendar year 1991 will be paid \$2,000. Those employees who during the calendar year 1990 failed to qualify for an annual vacation in the calendar year 1991 will be paid a proportional share of that amount, based on the percentage of the qualifying period satisfied. This Section shall be applicable solely to those employees subject to this Imposed Agreement who had an employment relationship as of July 29, 1991 or who have retired or died subsequent to January 1, 1990. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

Section 2 - First General Wage Increase

Effective July 1, 1991, all hourly, daily, weekly, and monthly rates of pay in effect on June 30, 1991 for employees covered by this Imposed Agreement other than freight carmen shall be increased in the amount of three (3) percent applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of pay of freight carmen shall be increased by the money amount of increase in the rates of pay of passenger carmen, so that the money differential existing as of June 30, 1991 between the rates of passenger carmen and the rates of freight carmen will be preserved. The increase provided for in this Section 2 shall be applied as follows:

(a) Hourly Rates -

Add 3 percent to the existing hourly rates of pay.

(b) Daily Rates -

Add 3 percent to the existing daily rates of pay.

(c) Weekly Rates -

Add 3 percent to the existing weekly rates of pay.

(d) Monthly Rates -

Add 3 percent to the existing monthly rates of pay.

(e) Disposition of Fractions -

Rates of pay resulting from application of paragraphs (a) to (d), inclusive, above which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

(f) Application of Wage Increase -

The increase in wages provided for in this Section 2 shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed hourly, daily, weekly or monthly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with individual schedules for all overtime hours paid for.

Section 3 - Second General Wage Increase

Effective July 1, 1993, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 1993 for employees covered by this Imposed Agreement shall be increased in the amount of three (3) percent applied so as to give effect to this increase irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 2 hereof. The increase provided for in this Section 3 shall be applied in the same manner as provided for in Section 2 hereof.

Section 4 - Third General Wage Increase

Effective July 1, 1994, all hourly, daily, weekly and monthly rates of pay in effect on June 30, 1994 for employees covered by this Imposed Agreement shall be increased in the amount of four (4) percent applied so as to give effect to this increase irrespective of the method of payment. Rates of freight carmen shall be increased in the same manner as provided in Section 2 hereof. The increase provided for in this Section 4 shall be applied in the same manner as provided for in Section 2 hereof.

ARTICLE II - COST-OF-LIVING PAYMENTS

PART A - Cost-of-Living Lump Sum Payments Through January 1, 1995

Section 1 - First Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations, holidays, paid sick leave

and guarantees in protective agreements or arrangements) during the period April 1, 1991 through March 31, 1992, will receive a lump sum payment on July 1, 1992 of \$1,019.00.

Section 2 - Second Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 1,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period April 1, 1992 through September 30, 1992, will receive a lump sum payment on January 1, 1993 equal to the difference between (i) \$1,019.00, and (ii) the lesser of \$510.00 and one quarter of the amount, if any, by which the carriers' 1993 payment rate for foreign-to-occupation health benefits under the Railroad Employees National Health and Welfare Plan (the "Plan") exceeds the sum of (a) the amount of such payment rate for 1992 and (b) the amount per covered employee that will be taken during 1993 from that certain special account maintained at The Travelers Insurance Company known as the "Special Account Held in Connection with the Amount for the Close-Out Period" (the "Special Account") to pay or provide for Plan foreign-to-occupation health benefits.

Section 3 - Third Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period October 1, 1992 through September 30, 1993, will receive a lump sum payment on January 1, 1994 equal to the difference between (i) \$1,049.00, and (ii) the lesser of \$525.00 and one quarter of the amount, if any, by which the carriers' 1994 payment rate for foreign-to-occupation health benefits under the Plan exceeds the sum of (a) the amount of such payment rate for 1993 and (b) the amount per covered employee that will be taken during 1994 from the Special Account to pay or provide for Plan foreign-to-occupation health benefits.

Section 4 - Fourth Lump Sum Cost-of-Living Payment

Subject to Sections 6 and 7, employees with 2,000 or more straight time hours paid for (not including any such hours reported to the ICC as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) during the period October 1, 1993 through September 30, 1994, will receive a lump sum payment on January 1, 1995 equal to the difference between (i) \$727.00, and (ii) the lesser of \$364.00 and one quarter of the amount, if any, by which the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan exceeds the amount of such payment rate for 1994.

Section 5 - Definition of Payment Rate for Foreign-to-Occupation Health Benefits

The carrier's payment rate for any year for foreign-to-occupation health benefits under the Plan shall mean twelve times the payment made by the carriers to the Plan per month (in such year) per employee who is fully covered for

employee health benefits under the Plan. Carrier payments to the Plan for these purposes shall not include the amounts per such employee per month (in such year) taken from the Special Account, or from any other special account, fund or trust maintained in connection with the Plan, to pay or provide for current Plan benefits, or any amounts paid by remaining carriers to make up the unpaid contributions of terminating carriers pursuant to Article III, Part A, Section 1 hereof.

Section 6 - Employees Working Less Than Full-Time

For employees who have fewer straight time hours (as defined) paid for in any of the respective periods described in Sections 1 through 4 than the minimum number set forth therein, the dollar amounts specified in Section 1 and clause (i) of Sections 2-4 thereof shall be adjusted by multiplying such amounts by the number of straight time hours (including vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) for which the employee was paid during the applicable measurement period divided by the defined minimum hours. For any such employee, the dollar amounts described in clause (ii) of Sections 2-4 shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

Section 7 - Lump Sum Proration

In the case of any employee subject to wage progression or entry rates, the dollar amounts specified in Section 1 and clause (i) of Sections 2 through 4 shall be adjusted by multiplying such amounts by the weighted average entry rate percentage applicable to wages earned during the specified determination period. For any such employee, the dollar amounts described in clause (ii) of Sections 2 through 4 shall not exceed one-half of the dollar amounts specified in clause (i) thereof, as adjusted pursuant to this Section.

Section 8 - Eligibility for Receipt of Lump Sum Payments

The lump sum cost-of-living payments provided for in this Article will be payable to each employee subject to this Imposed Agreement who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payments. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

PART B - Cost-of-Living Allowance and Adjustments Thereto After January 1, 1995

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments Thereto

(a) A cost of living allowance will be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective July 1, 1995 based, subject to paragraph (d), on the

BLS CPI for September 1994 as compared with the BLS CPI for March 1995. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
September 1994	March 1995	July 1, 1995
March 1995	September 1995	January 1, 1996

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(c) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(d) (i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
July 1, 1995	3% of September 1994 CPI
January 1, 1996	6% of September 1994 CPI, less the increase from September 1994 to March 1995

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule shall be applicable to periods subsequent to those specified above during which this Article is in effect.

(ii) Limitation. In calculations under paragraph (e), only fifty (50) percent of the increase in the BLS CPI in any measurement period shall be considered.

(iii) If the increase in the BLS CPI from the base month of September 1994 to the measurement month of March 1995 exceeds 3% of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of 3% of such September base index; and the maximum increase in that portion of the index that may be taken into account will be 6% of such September base index less the 3% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective July 1, 1995 during such measurement period.

(iv) Any increase in the BLS CPI from the base month of September 1994 to the measurement month of September 1995 in excess of 6% of the September 1994 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent periods during which this Article is in effect.

(e) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance in effect on December 31, 1995 will be adjusted (increased or decreased) effective January 1, 1996 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on December 31, 1995 if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains above zero. The same procedure will be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to

adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective July 1, 1995 shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1995 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 1994, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above. For the purpose of the foregoing calculation, the amount of any increase described in clause (ii) that has been taken into account in determining the amount received by the employee as a lump sum payment on January 1, 1995 shall not be taken into account.

(b) The cost-of-living allowance payable to each employee effective January 1, 1996, shall be equal to the difference between (i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and (ii) the cents per hour produced by dividing one-quarter of the increase, if any, in the carriers' 1996 payment rate for foreign-to-occupation health benefits under the Plan over the amount of such payment rate for 1995, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half of the amount specified in clause (i) above.

(c) The procedure specified in paragraph (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(d) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 5 of Part A shall apply with respect to any year covered by this Section.

(e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half cent shall be dropped and fractions of one-half cent or more shall be increased to the nearest full cent.

Section 3 - Application of Cost-of-Living Allowances

The cost-of-living allowance provided for in this Part will not become part of basic rates of pay. Such allowance will be applied as follows:

(a) Hourly Rates - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I.

(b) Daily Rates - Determine the equivalent hourly rate by dividing the established daily rate by the number of hours comprehended by the daily rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the daily rate shall be added to the daily rate produced by application of Article I.

(c) Weekly Rates - Determine the equivalent hourly rate by dividing the established weekly rate by the number of hours comprehended by the weekly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the weekly rate shall be added to the weekly rate produced by application of Article I.

(d) Monthly Rates - Determine the equivalent hourly rate by dividing the established monthly rate by the number of hours comprehended by the monthly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate produced by application of Article I.

(e) Minimum Daily Increases - The increase in rates of pay described in paragraphs (a) through (d), inclusive, shall be not less than eight times the applicable increase per hour for each full time day of eight hours, required to be paid for by the rules agreement. In instances where under the existing rules agreement an employee is worked less than eight hours per day, the increase will be determined by the number of hours required to be paid for by the rules agreement.

(f) Application of Wage Increases - The increase in wages produced by application of the cost-of-living allowances shall be applied in accordance with the wage or working conditions agreement in effect between each carrier and its employees represented by the Organization signatory to this Imposed Agreement. Special allowances not included in said rates and arbitraries representing duplicate time payments will not be increased.

Section 4 - Continuation of Part B

The arrangements set forth in Part B of this Article shall remain in effect according to the terms thereof until revised by the parties pursuant to the Railway Labor Act.

ARTICLE III - HEALTH AND WELFARE PLAN AND EARLY RETIREMENT MAJOR MEDICAL BENEFIT PLAN

Part A - Health and Welfare Plan

Section 1 - Continuation of Plan

The Railroad Employees National Health and Welfare Plan (the "Plan"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account

A or in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with the Plan and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in that certain special account maintained at The Travelers Insurance Company, known as the "Special Account Held in Connection with the Amount for the Close-Out Period," relating to the obligations of the Plan to pay, among other things, benefits incurred but not paid at the time of termination of the Plan in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1, 1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1, 1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$25 million as of January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$25 million referred to in the preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.

In the event that a carrier participating in the Plan defaults for any reason, including but not limited to bankruptcy, on its obligation to contribute to the Plan, and the carrier's participation in the Plan terminates, the carriers remaining in the Plan shall be liable for any Plan contribution that was required of the terminating carrier prior to the effective date of its termination, but not paid by it. The remaining carriers shall be obligated to make up in a timely fashion such unpaid contribution of the terminating carrier in pro rated amounts based upon their shares of Plan contributions for the month immediately prior to such default.

Section 2 - Change to Self-Insurance

Except for life insurance, accidental death and dismemberment insurance, and all benefits for residents of Canada, the Plan will be wholly self-insured and administered, under an administrative services only arrangement, by an insurance company or third party administrator.

Section 3 - Joint Plan Committee

The Joint Policyholder Committee shall be renamed the Joint Plan Committee. This change in name shall not in any way change the functions and responsibilities of the Committee.

A neutral shall be retained by and at the expense of the Plan for the duration of this Imposed Agreement to consider and vote on any matter brought before the Joint Plan Committee (formerly the Joint Policyholder Committee), arising out of the interpretation, application or administration (including investment policy) of the Plan, but only if the Committee is deadlocked with respect to the matter. A deadlock shall occur whenever the carrier members of the Committee, who shall have a total of one vote regardless of their number, and the organization members of the Committee, who shall also have a total of one

vote regardless of their number, do not resolve a matter by a vote of two to nil and either side declares a deadlock.

If the members of the Joint Plan Committee cannot agree upon a neutral within 30 days of the date this Imposed Agreement becomes effective, either side may request the National Mediation Board to provide a list of seven persons from which the neutral shall be selected by the procedure of alternate striking. Joint Plan Committee members and the neutral shall, to the extent required by ERISA, be bonded at the expense of the Plan. The Joint Plan Committee shall have the power to create such subcommittees as it deems appropriate and to choose a neutral chairman for such subcommittees, if desired.

Section 4 - Managed Care

Managed care networks that meet standards developed by the Joint Plan Committee, or a subcommittee thereof, concerning quality of care, access to health care providers, and cost-effectiveness, shall be established wherever feasible as soon as practicable. Until a managed care network is established in a given geographical area, individuals in that area who are covered by the Plan will have the comprehensive health care benefit coverage described in Section 5 of this Part A. Each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area will be enrolled in the network (along with his or her covered dependents) unless the employee provides timely written notice to his or her employer of an election to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than to be enrolled in the network. Any such employee who provides such timely written notice shall have an annual opportunity to revoke his or her election by providing a written notice of revocation to his or her employer at least sixty days prior to January 1 of the calendar year for which such revocation shall first become effective. Similarly, each employee in a given geographical area who is a Plan participant at the time a managed care network is established in that area and is thereafter enrolled in the network (along with his or her covered dependents) shall have an annual opportunity to elect to have (along with his or her covered dependents) the comprehensive health care benefit coverage rather than continue to be enrolled in the network. This election may be made by such an employee by providing written notice thereof to his or her employer at least sixty days prior to January 1 of the calendar year for which the election shall first become effective. Each employee hired after a managed care network is established in his or her geographic area (and his or her covered dependents) will be enrolled in the network and may not thereafter elect to be covered by the comprehensive benefits until the January 1 which falls on or after the first anniversary of his or her initial date of eligibility for Plan coverage. Employees who return to eligibility for Plan coverage within 24 months of loss of eligibility for Plan coverage and whose employment relationship has not terminated at any time prior to such return will be enrolled in the program of Plan benefits in which they were enrolled when their eligibility for Plan coverage was lost, and shall thereafter have the same rights of election as other employees whose eligibility for Plan coverage was not lost.

Covered individuals enrolled in a managed care network will have a point of service option allowing them to choose an out-of-network provider to perform any covered health care service that they need. The benefits provided by the

Plan when a service is performed by an in-network provider and the benefits provided by the Plan when the service is performed by an out-of-network provider will be as described in the table below:

<u>PLAN FEATURE</u>	<u>IN-NETWORK</u>	<u>OUT-OF-NETWORK†</u>
Primary Care Physician Required	Yes	No
Annual Deductible		
Individual	None	\$100
Family	None	\$300
		Deductible applies to all covered expenses
Plan/Employee Coinsurance	100%/0%	75%/25%
Annual Out-of-Pocket Maximum (exclusive of deductible)		
Individual	None	\$1,500
Family	None	\$3,000
Maximum Lifetime Benefit	None	\$1,000,000 (\$5,000 annual restoration)
Special Maximum Lifetime Benefit for Mental Health	None	\$100,000 lifetime (\$500 annual restoration)
Hospital Charges (inpatient and outpatient)	100%	75%*
Ambulatory Surgery	100%	75%*
Emergency Room	100% after \$15 employee copayment	75%

Inpatient Mental Health &
Substance Abuse

Benefit

Hospital	100%	75% +
Alternative Care — Residential Treatment Center Inpatient or Partial Hospitalization/ Day Treatment	100%	75% +
Outpatient Mental Health & Substance Abuse	100% after \$15 employee copayment per visit	75% +
Physician Services		
Surgery/Anesthesia	100%	75%*
Hospital Visits	100%	75%*
Office Visits	100% after \$15 employee copayment	75%**
Diagnostic Tests	100%	75%*
Routine Physical	100% after \$15 employee copayment	Not Covered
Well Baby Care	100% after \$15 employee copayment	Not Covered
Skilled Nursing Facility Care	100%	75%*
Hospice Care	100%	75%*
Home Health Care	100%	75%*
Temporomandibular Joint Syndrome	100%	75%*
Birth Center	100%	75%*
Prescription Drugs (other than by mail order)	100% after \$5 employee copayment for brand name (\$3 for generic)	75%**

Mail Order Prescription Drugs (60-90 day supply of maintenance drugs only)	100% after \$5 employee copayment	100% (not subject to regular deductible) after \$5 employee co- payment (not counted toward regular deductible)**
Claim System	Paperless	Forms Required
Approval by Utilization Review/Large Case Management	Physician-initiated; included in network management	Required. If approval not given, benefits reduced by 20% (except for mental health and substance abuse care where benefits reduced by 50%) both before and after annual out-of- pocket maximum is reached, and amount of reduction is not counted toward that maximum.

- † The medically necessary health care services for which out-of-network benefits will be paid are those listed in subparagraphs 1 through 7 of Part A, Section 5, of this Imposed Agreement.
- * Benefits reduced by 20% if care is not approved by utilization review program.
- ♦ Benefits reduced by 50% if care is not approved by utilization review program.
- ** Benefits not generally subject to utilization review program but may be reviewable in specific circumstances with advance notice to the employee; in such cases, benefits reduced by 20% if care not approved by utilization review program.

At any time after the expiration of two years from the effective date of implementation of the first managed care network, either the carriers or the organizations may bring before the Joint Plan Committee for consideration a proposal to change the Plan's in-network or out-of-network benefits for the purpose of promoting an increase in the use of in-network providers by Plan participants.

Section 5 - Comprehensive Health Care Benefits

The comprehensive health care benefits provided under the Plan in geographical areas where managed care networks are not available to Plan participants and their dependents, and in cases where a Plan participant has elected to be covered, along with his or her dependents, by such comprehensive benefits rather than to be enrolled in a managed care network, shall be as

described below. Terms used in such description shall have the same meaning as they have in the Plan.

After satisfaction of an annual deductible of \$100 per covered individual or \$300 per family unit of three or more, the Plan will pay 85%, and the covered individual 15%, of certain health care expenses, up to an annual out-of-pocket maximum (which shall not include the deductible) of \$1,500 per covered individual or \$3,000 per family. The expenses counted toward the \$3,000 annual family out-of-pocket maximum will include those, which are otherwise eligible, incurred on behalf of a covered employee and each of his or her covered dependents regardless of whether the employee or dependent has reached the \$1,500 individual annual out-of-pocket maximum. Once the applicable annual out-of-pocket maximum has been reached, the Plan will pay 100% of such reasonable charges up to an overall lifetime maximum of \$1 million per covered individual, restorable at a rate of \$5,000 per year; provided, however, that there shall be a separate lifetime maximum of \$100,000 per covered individual, restorable at a rate of \$500 per year, for Plan benefits for the treatment of mental and/or nervous conditions and substance abuse. (Benefits counted for purposes of determining whether or not a lifetime maximum has been reached are all benefits paid under the Plan as amended by this Imposed Agreement and all Major Medical Expense Benefits paid under the Plan prior to such amendments.) The Plan will pay 85% of the reasonable charges for medically necessary health care services as follows:

1. All expenses that are "Covered Expenses" (as defined in the Plan) at any time under the current major medical expense benefits provisions of the Plan, and not within any exclusion from or limitation upon them, except that the exclusion for treatment of polio will be removed.
2. Expenses for mammograms described in American Cancer Society guidelines, childhood disease immunization, pap smears and colorectal cancer screening.
3. Donor expense benefits as now defined.
4. Jaw joint disorder benefits as now defined, and subject to the current exclusions from and limitation on them, except that the \$50 separate lifetime cash deductible will be removed.
5. Home health care expense benefits as now defined, subject to the current exclusions from and limitation on them, except that the exclusion that governs if polio benefits are payable will be removed.
6. Treatment center expense benefits, subject to the current exclusions from and limitation on them, except that
 - a. the separate \$100 cash deductible per confinement will be removed in connection with benefits for transportation to a treatment center, and
 - b. the separate \$100 cash deductible per benefit period and the \$40 maximum limitation on benefits per episode of treatment — all with regard to outpatient benefits — will be removed.

7. Expenses for the services of psychologists if benefits would be paid for such services had they been rendered by a physician.

The Plan will provide the same benefits to all employees eligible for Plan coverage, including those in their first year of such eligibility and those eligible for extended Plan coverage because of disability.

The Plan's comprehensive health care benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5.00 per prescription, 100% of the cost of prescriptions covering a 60-to-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00 co-payment will not be counted against, the Plan's regular \$100/\$300 deductible and will be included only upon execution of appropriate contracts with vendors.

Section 6 - Strengthened Utilization Review and Case Management

The Plan's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are payable under the Plan: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all home health care, and (c) all in-patient and out-patient procedures and treatment, except for any care where, pursuant to standards developed by the Joint Plan Committee, prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.

If an individual covered by the Plan incurs expenses without the requisite approval of the Plan's utilization review/case management contractor, such benefits as the Plan would otherwise pay will be reduced by one-fifth; provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as the Plan would otherwise pay will be reduced by one-half. These reductions will continue to apply after the out-of-pocket maximum is reached, i.e., the 100% benefit will become 80% (or 50%, as the case may be) if approval by the utilization review/case management contractor is not obtained.

When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this purpose by the Joint Plan Committee. Neither physician may be an employee of or under contract to the utilization review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

Section 7 - Coordination of Benefits

The Plan's coordination of benefit rules shall be changed so that the Plan will pay no benefit to any covered individual that would cause the sum of the benefits paid by the Plan and by any other plan with which the Plan coordinates benefits to exceed (a) the maximum benefit available under the more generous of the Plan and such other plan, or (b) with respect only to spouses who are both covered as employees under the Plan (and the Dependents of such spouses), and to spouses one of whom is covered as an employee under the Plan and the other as a retired railroad employee under the Railroad Employees National Early Retirement Major Medical Benefit Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by the Plan.

Section 8 - Medicare Part B Premiums

Active employees currently covered by Medicare Part B and those who elect to enroll in Medicare Part B when they become eligible shall not be reimbursed for premiums they pay for such Part B Medicare participation unless Medicare is their primary payor of medical benefits.

Section 9 - Solicitation of Bids

As promptly as practicable, the Joint Plan Committee will solicit bids from qualified entities for the performance of (a) all managed care functions under the Plan, including without limitation the establishing and/or arranging for the use by individuals covered by the Plan of managed networks of health care providers in those geographical areas where it is feasible to do so, and (b) all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of treatment and provider. The Committee will select one or more contractors, from among those that the Committee determines are likely to provide high-quality, cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions. Hospital associations shall be incorporated into the managed care networks wherever appropriate.

Upon the expiration of three years from the effective date of this Imposed Agreement, the Joint Plan Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management and/or managed care functions, unless the Committee unanimously determines not to seek bids for any one or more of the services involved in the administration of the Plan.

Part B - Early Retirement Major Medical Benefit Plan

Section 1 - Continuation of Plan

The Railroad Employees Early Retirement Major Medical Benefit Plan ("ERMA"), modified as provided in this Part, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to ERMA will be

offset by the expeditious use of such amounts as may at any time be in one or more special accounts or funds maintained by any insurer, third party administrator or other entity in connection with ERMA and by the use of funds held in trust that are not otherwise needed to pay claims, premiums, or administrative expenses that are payable from funds held in trust; provided, however, that such amounts as may at any time be in the special account maintained at The Travelers Insurance Company in connection with the obligations of ERMA to pay benefits incurred but not paid at the time of termination of ERMA, in the event such termination should occur, shall be used to pay or provide for Plan benefits as follows: one-third of the balance in such special account as of January 1, 1992, shall be used to pay or provide for benefits that become due and payable during 1992. One-half of the balance in such special account as of January 1, 1993, shall be used to pay or provide for benefits that become due and payable during 1993. All of the balance in such special account in excess of \$1 million as of January 1, 1994, shall be used to pay or provide for benefits that become due and payable during 1994. The \$1 million referred to in the preceding sentence shall be maintained by the Plan as a cash reserve to protect against adverse claims experience from year to year.

Section 2 - Change to Self-Insurance

ERMA will be wholly self-insured. It will be administered, under an administrative services only arrangement, by an insurance company or third party administrator.

Section 3 - Coordination of Benefits

ERMA's coordination of benefit rules shall be changed so that ERMA will pay no benefit to any covered individual that would cause the sum of the benefits paid by ERMA and by any other plan with which ERMA coordinates benefits to exceed (a) the maximum benefit available under the more generous of ERMA and such other plan, or (b) with respect only to spouses who are both covered as retired railroad employees under ERMA (and the Dependents of such spouses), and to spouses one of whom is covered as a retired railroad employee under ERMA and the other as an employee under the Railroad Employees National Health and Welfare Plan (and the Dependents of such spouses), 100% of the reasonable charges for services the expense of which is covered by ERMA.

Section 4 - Strengthened Utilization Review and Case Management

ERMA's current utilization review/case management contractor, and any successor, shall henceforth require that its prior approval be secured for the following services to the extent that benefits with respect to them are payable under ERMA: (a) all non-emergency confinements, and all lengths of stay, in any facility, (b) all home health care, and (c) all in-patient and out-patient procedures and treatment, except for any care where prior approval is not feasible or would not be cost-efficient. Approval may be withheld if the utilization review/case management contractor determines that a less intensive or more appropriate diagnostic or treatment alternative could be used.

If an individual covered by ERMA incurs expenses without the requisite approval of ERMA's utilization review/case management contractor, such benefits

as ERMA would otherwise pay will be reduced by one-fifth; provided, however, that if such unapproved expenses are incurred for the treatment of mental or nervous conditions or substance abuse, such benefits as ERMA would otherwise pay will be reduced by one-half.

When there is disagreement between an attending physician and the utilization review/case management contractor, the patient and/or attending physician, after all opportunities for appeal have been exhausted within the utilization review/case management contractor's organization, shall be afforded an opportunity to obtain a review (including if necessary, an examination) by an independent specialist physician. This independent physician, who shall be conveniently located and board certified in the appropriate specialty, shall be designated by a physician appointed for this purpose by mutual agreement between the Chairman of the Health and Welfare Committee, Cooperating Railway Labor Organization and of the National Carriers' Conference Committee. Neither physician may be an employee of or under contract to the utilization review/case management contractor. In the event of an appeal to a specialist described above, the utilization review/case management contractor shall bear the burden of convincing the specialist that the utilization review/case management contractor's determination was correct.

The standards developed by the Joint Plan Committee for determining whether or not prior approval is feasible and cost-efficient under the Health and Welfare Plan shall be applied by the National Carriers' Conference Committee under ERMA, and the utilization review/case management contractor(s) selected by the Joint Plan Committee under the Health and Welfare Plan shall be selected by the National Carriers' Conference Committee under ERMA.

Section 5 - Mail Order Prescription Drug Benefit

The Plan's benefits will include, where permissible under applicable law, a mail order prescription drug benefit that will reimburse a covered individual, after he or she pays \$5 per prescription, 100% of the cost of each prescription covering a 60-90 day supply of maintenance drugs for such individual. This benefit will not be subject to, and the covered individual's \$5.00 co-payment will not be counted against, the Plan's regular \$100 deductible, and will be included only upon execution of appropriate contracts with vendors.

Section 6 - Solicitation of Bids

As promptly as practicable, the National Carriers' Conference Committee will solicit bids from qualified entities for the performance of all utilization review/case management functions under the Plan, including specialized utilization review/case management functions for mental health and substance abuse to assure expert determination of medical necessity and appropriateness of treatment and provider. The Committee will select one or more contractors, from among those that the Committee determines are likely to provide high-quality, cost-effective services, to perform such functions on behalf of the Plan. In the meantime, the Plan's current utilization review/case management contractor will continue to perform those functions.

Upon the expiration of three years from the date of this Imposed Agreement, the National Carriers' Conference Committee will solicit bids for all of the services involved in the administration of the Plan, including the utilization review/case management function, unless the Committee determines not to seek bids for any one or more of the services involved in the administration of the Plan.

ARTICLE IV - SUPPLEMENTAL SICKNESS

The March 29, 1979 Supplemental Sickness Benefit Agreement, as amended effective January 1, 1982 (Sickness Agreement), shall be further amended as provided in this Article for periods of disability commencing on or after July 1, 1991.

Section 1 - Adjustment of Plan Benefits

(a) The benefits provided under the Plan established pursuant to the Sickness Agreement shall be adjusted as provided in paragraph (b) so as to restore the same ratio of benefits to rates of pay as existed on January 1, 1982 under the terms of that Agreement.

(b) Section 4 of the Sickness Agreement shall be revised as follows:

	<u>Per Hour</u>	<u>Per Month</u>
Class I Employees Earning	\$13.95 or more	\$2,427 or more
Class II Employees Earning	\$11.40 or more but less than \$13.95	\$1,984 or more but less than \$2,427
Class III Employees Earning	Less than \$11.40	Less than \$1,984

Basic and Maximum Amount Per Month

<u>Classification</u>	<u>Basic</u>	<u>RUIA</u>	<u>Maximum</u>
Class I	\$926	\$674	\$1,600
Class II	\$749	\$674	\$1,423
Class III	\$595	\$674	\$1,269

Combined Benefit Limit

<u>Classification</u>	<u>Maximum Monthly Amount</u>
Class I	\$1,716
Class II	\$1,525
Class III	\$1,361

Section 2 - Plan Benefits During Initial Registration Period

An employee who is eligible to receive Plan benefits during his initial RUIA registration period shall receive from the Plan, for the fifth through the fourteenth days of disability in that period, the Basic Benefit specified in the Plan plus an amount equal to the total RUIA benefit that would have been payable to him for days of sickness in that period but for application of the initial waiting period mandated by existing law.

Section 3 - Adjustment of Plan Benefits During Imposed Agreement Term

Effective December 31, 1994, the benefits provided under the Plan shall be adjusted so as to restore the same ratio of benefits to rates of pay as existed on the effective date of this Article.

Section 4 - Administrative and Procedural Improvements

The parties have selected and established a subcommittee for the purpose of reviewing and making recommendations with respect to administrative and procedural improvements that would expedite the handling and disposition of Plan claims without affecting the integrity of the Plan. The parties shall consider the subcommittee's recommendations at the earliest opportunity, but no later than sixty (60) days after the effective date of this Article, and shall use their best efforts to reach agreement on implementing such recommendations.

ARTICLE V - INCIDENTAL WORK RULE

Section 1

The coverage of the Incidental Work Rule is expanded to include all shopcraft employees represented by the organization party hereto and shall read as follows:

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

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

If there is a dispute as to whether or not work comprises a "preponderant part" of a work assignment the carrier may nevertheless assign the work as it feels it should be assigned and proceed or continue with the work and assignment in question; however, the Shop Committee may request that the assignment be timed by the parties to determine whether or not the time required to perform the incidental work exceeds the time required to perform the main work assignment. If it does, a claim will be honored by the carrier for the actual time at pro rata rates required to perform the incidental work.

Section 2

Nothing in this Article is intended to restrict any of the existing rights of a carrier.

Section 3

This Article shall become effective ten (10) days after the date of this Imposed Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE VI - SUBCONTRACTING

Article II, Subcontracting, of the September 25, 1964 National Agreement, as amended, is further amended as follows to implement the report and recommendations of Presidential Emergency Board No. 219, as interpreted and clarified by Special Board 102-29, and that report and recommendations as well as the questions and answers that interpret and clarify them are specifically incorporated herein by reference:

Article II - Subcontracting

The work set forth in the classification of work rules of the crafts parties to the Imposed Agreement or, in the scope rule if there is no classification of work rule, and all other work historically performed and generally recognized as work of the crafts pursuant to such classification of work rules or scope rules where applicable, will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II. The maintenance and repair of equipment which has been historically (not necessarily exclusively) maintained and repaired by a carrier's own employees, no matter how purchased or made available to the carrier, shall not be contracted out by the carrier except in the manner specified. In determining whether work falls within either of the preceding sentences, the practices at the facility involved will govern.

Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting. Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

Section 2 - Advance Notice - Submission of Data - Conference

If the carrier decides that in the light of the criteria specified above it is necessary to subcontract work of a type currently performed by the employees, it shall give the General Chairman of the craft or crafts involved notice of intent to contract out and the reasons therefor, together with supporting data sufficient to enable the General Chairman to determine whether the contract is consistent with the criteria set forth above.

Advance notice shall not be required concerning minor transactions. A minor transaction is defined for purposes of notice as an item of repair requiring eight man-hours or less to perform (unless the parties agree on a different definition) and which occurs at a location where mechanics of the affected craft, specialized equipment, spare units or parts are not available or cannot be made available within a reasonable time.

The General Chairman or his designated representative will notify the carrier within ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action.

If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in

emergencies, the carrier shall not consummate a binding subcontract until the expedited procedures have been implemented and the arbitrator has determined that the subcontract is permissible, unless the parties agree otherwise. For this purpose, an "emergency" means an unforeseen combination of circumstances, or the resulting state, which calls for prompt or immediate action involving safety of the public, employees, and carriers' property or avoidance of unnecessary delay to carriers' operations.

Section 3 - Request for Information When No Advance Notice Given

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

Disputes concerning a carrier's alleged failure to provide notice of intent or to provide sufficient supporting data in a timely manner in order that the general chairman may reasonably determine whether the criteria for subcontracting have been met, also may be submitted to a member of the arbitration panel, but not necessarily on an expedited basis. In the event the parties are unable to agree on a schedule for resolving such a dispute, the arbitrator shall establish the schedule.

Section 4 - Establishment of Subcontracting Expedited Arbitration Panels

The parties shall establish expedited panels of neutral arbitrators at strategic locations throughout the United States, either by carrier or region. Each such panel shall have exclusive jurisdiction of disputes on the carrier's system or in the applicable geographical region, as the case may be, under the provisions of Article II, Subcontracting, as amended by this Imposed Agreement. The members of each of those panels shall hear cases or a group of cases on a rotating basis. Arbitrators appointed to said panels shall serve for terms of two years provided they adhere to the prescribed time requirements concerning their responsibilities. These arbitrators shall be compensated for their services directly by the parties.

Section 5 - Consist

Six neutral arbitrators shall be selected for each subcontracting expedited arbitration panel, unless the parties shall agree to a different number.

Section 6 - Location

Hearings and other meetings of arbitrators from the subcontracting expedited arbitration panels shall be at strategic locations.

Section 7 - Referees

If the parties are unable to agree on the selection of all of the arbitrators making up a panel within 30 days from the date the parties establish a panel of neutral arbitrators, the NMB shall be requested to supply a list of 12 arbitrators within 5 days after the receipt of such request. By alternate striking of names, the parties shall reduce the list to six arbitrators who shall constitute the panel. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel.

Section 8 - Filling Vacancies

Vacancies for subcontracting expedited arbitration panels shall be filled by following the same procedures as contained in Section 7 above.

Section 9 - Content of Presentations

The arbitrator shall not consider any evidence not exchanged by the parties at least 48 hours before the commencement of the hearing. Other rules governing the scope and content of the presentations to the Panels shall be established by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 10 - Procedure at Board Meetings

Upon receipt of a demand under Section 2 of this Article, the arbitrator shall schedule a hearing within three working days and conduct a hearing within five working days thereafter. The arbitrator shall conclude the hearing not more than 48 hours after it has commenced. The arbitrator shall issue an oral or written decision within two working days of the conclusion of the hearing. An oral decision shall be supplemented by a written one within two weeks of the conclusion of the hearing unless the parties waive that time requirement. Any of these time limits may be extended by mutual agreement of the parties. Procedural rules governing the record and hearings before the Panels shall be determined by further agreement of the parties or by the arbitrator if the parties fail to reach an agreement.

Section 11 - Remedy

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

(b) If the arbitrator finds that the carrier violated the advance notice requirements of Section 2 [in non-emergency situations], the arbitrator shall award an amount equal to that produced by multiplying 50% of the man-hours billed by the contractor by the weighted average of the straight-time hourly rates of pay of the employees of the carrier who would have done the work, provided however that where the carrier is found to have both failed to consult and wrongfully contracted out work, the multiplier shall be 10% rather than 50%. The amounts awarded in accordance with this paragraph shall be divided equally among the claimants, or otherwise distributed upon an equitable basis, as determined by the arbitrator.

Section 12 - Final and Binding Character

Decisions of the Board shall be final and binding upon the parties to the dispute. In the event an Award is in favor of an employee or employees, it shall specify a date on or before which there shall be compliance with the Award. In the event an Award is in favor of a carrier the Award shall include an order to the employee or employees stating such determination. The carrier agrees to apply the decision of an arbitrator in a case arising on the carrier's property which sustains a grievance to all substantially similar situations and the Organization agrees not to bring any grievance which is substantially similar to a grievance denied on the carrier's property by the decision of the arbitrator.

Decisions of arbitrators rendered under this Article shall be subject to judicial enforcement and review in the same manner and subject to the same provisions which apply to awards of the National Railroad Adjustment Board.

Section 13 - Disputes Referred to Other Boards

Disputes arising under Article I, Employee Protection, Article III, Assignment of Work - Use of Supervisors, Article IV, Outlying Points, and Article V, Coupling, Inspection and Testing shall not be subject to the jurisdiction of any Subcontracting Expedited Arbitration Panel.

Disputes under Article II need not be progressed in the "usual manner" as required under Section 3 of the Railway Labor Act, but can be handled directly with the highest officer in the interest of expeditious handling. This Article sets up special time limits to govern the handling of cases before the expedited arbitration panels, thus providing special procedures which are intended to supersede the provisions of the standard Time Limit Rule. Therefore, such disputes being processed to a conclusion through the expedited arbitration panels are not subject to the provisions of the standard Time Limit Rule.

If there should be any claims filed for wage loss on behalf of a named claimant arising out of an alleged violation of Article II - Subcontracting, such claims for wage loss should be filed promptly and within sixty days of the filing of the alleged violation of Article II - Subcontracting, with the same carrier officer as to whom such violation of

Article II was directed by the General Chairman of the craft or crafts involved, or his representative. If such claim is a continuous one, it cannot begin to run prior to the date the claim is presented.

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

* * * *

Article VI of the September 25, 1964 Agreement, as amended, is further amended to delete (a) all references to Article II - Subcontracting, and (b) Section 14 - Remedy (and to renumber the subsequent sections accordingly).

ARTICLE VII - JOINT SKILL ADJUSTMENT STUDY COMMITTEE

Section 1 - Upon notification by the organization of its intention to proceed, a Joint Skill Adjustment Study Committee shall be established within thirty (30) days, consisting of four partisan members—two representing the carriers and two representing the organization—and one neutral, who shall be Chairman. The parties shall jointly share the compensation and expenses of the neutral. The neutral shall be selected by the partisan members jointly or from a list supplied by the National Mediation Board within 30 days from this date.

Section 2 - The Committee will engage in a joint study and reach a determination of the need to adjust wages based upon skill and pay for similar work in other occupations. The Committee will be charged with the responsibility of determining if skill adjustments are appropriate for the following positions and/or functions: all carmen differentials. If the determination is in the affirmative the Committee will render findings in accordance with its determinations that will be binding upon the parties and implemented.

Section 3 - The Committee shall promptly establish its operating procedures, which will include the formulation of a schedule designed to expedite and enhance the opportunity to reach a final conclusion, at the earliest possible date, but not exceeding six (6) months, unless otherwise determined by the Committee. The Committee shall determine the procedures under which it will operate, schedule meetings and resolve any other questions that may arise. The Chairman shall have discretion to act as mediator at any time during these proceedings prior to the issuance of his findings. In the event the neutral is unable to continue or the partisan members unanimously concur that a successor should be appointed, the procedures set forth above shall be followed in selecting a replacement.

Section 4 - In the event the Chairman determines that the parties are unable to reach final conclusion the Chairman in consultation with the members shall promptly convene formal hearings on the matter. Thereafter, the neutral shall make final and binding findings for disposition of the issue.

Section 5 - The Committee shall terminate unless otherwise agreed to by the parties thirty (30) days from the date the findings have been made.

Section 6 - The parties recognize and agree that the information developed by the Committee will only be used for the purpose for which it was developed (i.e. The joint study) and that it will not be used by either party in handling claims or grievances.

ARTICLE VIII - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - Effect of this Imposed Agreement

(a) The purpose of this Imposed Agreement is to fix the general level of compensation during the period of the Imposed Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibit A by the organization signatory hereto dated on or about April 2, 1984 and May 31, 1988, and proposals served on or about April 9, 1984 and March 10, 1989 by the carriers for concurrent handling therewith. This Imposed Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organization signatory hereto, and shall remain in effect through December 31, 1994 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Imposed Agreement shall serve, prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal for the purpose of changing the subject matter of the provisions of this Imposed Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Article, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) No party to this Imposed Agreement shall serve or progress, prior to November 1, 1994 (not to become effective before January 1, 1995), any notice or proposal which might properly have been served when the last moratorium ended on July 1, 1988.

(d) This Article will not bar management and Committees on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, D.C., NOVEMBER 27, 1991.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

Paul J. Kip
Chairman

Wm. J. Anderson

J. B. Dagnon

John P. Hesse

R. A. Lane

Paul A. Lundberg

A. H. Nance

K. R. Raper

K. Scheller

R. E. Sweet

Th. W. Webb

FOR THE EMPLOYEES REPRESENTED BY
THE BROTHERHOOD RAILWAY CARMEN -
DIVISION OF TCU:

R. A. Cardellitto

W. J. Fairchild

R. P. Kozlowski

FOR EMPLOYEES OF CONRAIL REPRESENTED
BY THE TRANSPORT WORKERS UNION OF
AMERICA/BROTHERHOOD RAILWAY CARMEN:

George E. Taylor

President - Transport Workers
Union of America

W. J. Fairchild

President - Brotherhood Railway
Carmen - Division of TCU

November 27, 1991

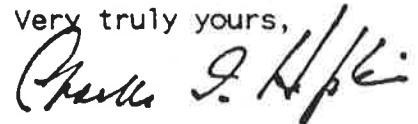
#1

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This refers to the \$2,000 lump sum payment provided for in Article I, Section 1 of this Imposed Agreement. In the case of an employee who was recalled from reserve status and performed active military service during 1990 as a result of the Persian Gulf crisis, such employee will be credited with 40 hours of compensated service (48 hours in the case of a monthly rated employee whose rate is predicated on an all-service performed basis) for each week of such military service for purposes of calculating eligibility for the lump sum amount provided he would otherwise have been in active service for the carrier.

Very truly yours,



C. I. Hopkins, Jr.

November 27, 1991

#2

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

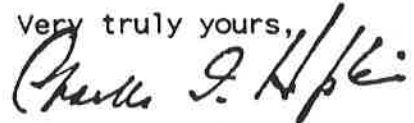
Dear Mr. Fairchild:

This refers to the Lump Sum Payment provided in Article I, Section 1 of the Imposed Agreement of this date.

This confirms our understanding that days during the year 1990 for which employees in a furloughed status received compensation pursuant to guarantees in protective agreements or arrangements shall be included in determining qualifications for the Lump Sum Payment.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I agree:



November 27, 1991

#3

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

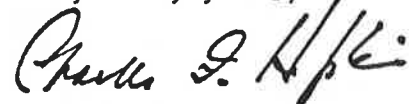
Dear Mr. Fairchild:

This refers to the increase in wages provided for in Section 2 of Article I of the Imposed Agreement of this date.

It is understood that the retroactive portion of that wage increase will be paid within 60 days from the date of this Imposed Agreement. It is further understood that it shall be applied only to employees who continued their employment relationship under an agreement with the Brotherhood Railway Carmen - Division of TCU up to July 29, 1991 or who retired or died subsequent to July 1, 1991.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,


C.I. Hopkins, Jr.

I agree:



November 27, 1991

#4

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This refers to the Lump Sum Payments provided in Articles I and II of the Imposed Agreement of this date.

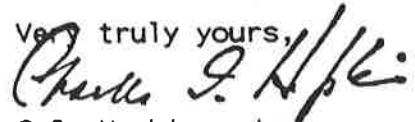
All of the lump sum payments provided for in Article II are based in part on the number of straight time hours paid for that are credited to an employee for a particular period. However, the number of straight time hours so credited does not include any such hours reported to the IOC as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements.

The inclusion of the term "guarantees in protective agreements or arrangements" in Article II means that an employee receiving such a guarantee will have included in the straight time hours used in calculating his lump sum payments under this Article all such hours paid for under any protective agreement or allowance provided, however, that in order to receive credit for such hours an employee must not be voluntarily absent from work, meaning that hours are not counted if an employee does not accept calls to report for work.

It is understood that any lump sum payment provided in Articles I and II of the Imposed Agreement of this date will not be used to offset, construct or increase guarantees in protective agreements or arrangements.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,


C.I. Hopkins, Jr.

I agree:



November 27, 1991

#4A

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

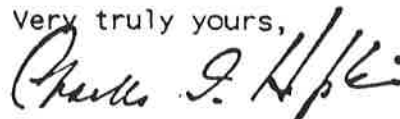
This refers to the lump sum payments provided for in Article II of this Imposed Agreement.

Sections 1 to 4, inclusive, of Part A of Article II - Cost-of-Living Payments are structured so as to provide lump sum payments that are essentially based on the number of straight time hours credited to an employee during a specified 12-month base period. Section 8 provides that all of these lump sum payments are payable to an employee who has an employment relationship as of the dates such payments are made or has retired or died subsequent to the beginning of the applicable base period used to determine the amount of such payment. Thus, for example, under Section 1 of Part A of Article II, except for an employee who has retired or died, the agreement requires that an employee have an employment relationship as of July 1, 1992 in order to receive a lump sum payment which will be based essentially on the number of straight time hours credited to such employee during a period running from April 1, 1991 through March 31, 1992.

The intervals between the close of the measurement periods and the actual payments established in the 1985-86 National Agreements were in large part a convenience to the carriers in order that there be adequate time to make the necessary calculations.

In recognition of this, we again confirm the understanding that an individual having an employment relationship with a carrier on the last day of a particular measurement period will not be disqualified from receiving the lump sum (or portion thereof) provided for in the event his employment relationship is terminated following the last day of the measurement period but prior to the payment due date.

Very truly yours,



C.I. Hopkins, Jr.

November 27, 1991

#5

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This refers to Article III Part A of this Imposed Agreement dealing with the Railroad Employees National Health and Welfare Plan (the "Plan"), and in particular to one facet of the arrangements for funding the benefits provided for under the Plan.

It is understood that, insofar as carriers represented by the National Carriers' Conference Committee in connection with health and welfare matters but not in connection with wages and cost-of-living adjustments are concerned, the cost-of-living adjustments for 1993 and thereafter that may have already been agreed to by such carriers, or that may be agreed to in the future, shall be adjusted--unless the agreement involved, reached on an individual property basis, provides as a part of the wage settlement that the employees covered by it shall not share in any year-to-year increases in Plan costs--so that the employees covered by such agreements shall receive cost-of-living adjustments that are less (than they would otherwise receive) by an amount equal to the lesser of (i) one-quarter of the year-to-year increases in the carriers' payment rate for the foreign-to-occupation portion of health benefits under the Plan as defined in the Imposed Agreement referred to in the first paragraph of this letter and (ii) one-half of the amount, pro-rated where appropriate, they would otherwise receive.

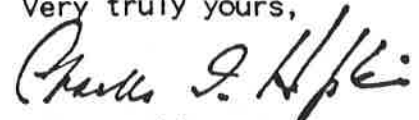
If the parties involved are unable to reach agreement on the specific manner of making the adjustments, or on any other terms and conditions regarding the adjustments, it is understood that such dispute shall be submitted, upon the written notice by either party, to arbitration by a neutral arbitrator within thirty (30) days after such notice is transmitted by one party to the other. Should the parties involved fail to agree on selection of a neutral arbitrator within five (5) calendar days from the date the dispute is submitted to arbitration, either party may request the National Mediation Board to supply a list of at least five (5) potential arbitrators, from which the parties shall choose the arbitrator by alternatively striking names from the list. Neither party shall oppose or make any objection to the NMB concerning a request for such a panel. The fees and expenses of the neutral arbitrator should be borne equally by the parties, and all other expenses should be paid for by the party incurring them. The arbitrator shall conduct a hearing within thirty (30) calendar days from the date on which the dispute is assigned to him or her. Each party shall deliver all statements of fact, supporting evidence and other relevant

information in writing to the arbitrator and to the other party, no later than five (5) working days prior to the date of the hearing. The arbitrator shall not accept oral testimony at the hearing, and no transcript of the hearing shall be made.

Each party, however, may present oral arguments at the hearing through its counsel or other designated representative. The arbitrator must render a written decision, which shall be final and binding, within thirty (30) calendar days from the date of the hearing.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,


C.I. Hopkins, Jr.

I agree:



November 27, 1991

#6

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This refers to Section 4 of Article IV - Supplemental Sickness of the Imposed Agreement of this date. The parties agree to accept the recommendations of the subcommittee referred to in that Section and intend to modify existing administrative procedures of the Supplemental Sickness Benefit Plan (Plan) within 60 days from the effective date of such Imposed Agreement, unless otherwise indicated, to provide as follows:

1. Plan benefits will commence for qualified employees after all certification requirements (i.e., claim application, employer certification, physician certification, and Railroad Unemployment Insurance eligibility) have been met and before the Railroad Retirement Board pays RUIA sickness benefits, providing the insurance company administering the Plan continues to have access to the Board's eligibility data base.

2. During the first thirty (30) days of a qualified disability, assuming all certification requirements have been met timely, Plan benefits will be paid covering the first fourteen (14) days of disability so that qualified disabled employees receive their first benefit checks on or about the thirtieth (30th) day of disability following their application for benefits. Benefit payments thereafter would follow the established thirty (30) day payment cycle.

3. Participating railroads, particularly those that have 500 or more employees enrolled in a Plan, will be urged to provide employee certification information through an established electronic certification process as promptly as possible.

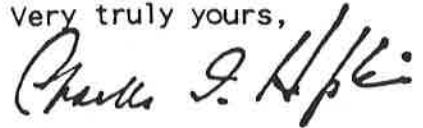
Participating railroads that have had continuing difficulty in providing employee certification information on a timely basis will be urged to adopt procedures permitting employees to receive on-site employer certification of their eligibility. On-site employer certification procedures will be developed as reasonably promptly as possible, but not later than by May 1, 1992.

4. The hourly rates of pay used to define various Plan benefit amount classification will be automatically adjusted, during the moratorium periods of applicable national agreements, when rates of pay are adjusted for railroad employees covered by the Plan pursuant to such agreements. This modification

will not change the benefits provided, but it will permit employer certification information to be provided more quickly.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Charles I. Hopkins, Jr.", written in dark ink.

C.I. Hopkins, Jr.

I agree:

A handwritten signature in cursive script, appearing to read "W. J. Fairchild", written in dark ink and underlined.

November 27, 1991

#7

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCJ
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

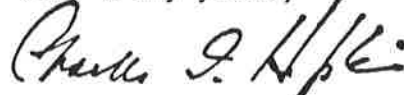
This is to confirm our understanding regarding the resolution of disputes under Article II of the September 25, 1964 Agreement, as amended by Article VI of this Imposed Agreement.

If the parties have not established a forum or forums for before-the-fact arbitration of contracting out disputes by July 29, 1991, any such dispute will proceed on an after-the-fact basis, i.e., the carrier will be free to proceed forthwith with the contracting-out and any dispute may be progressed to a Public Law Board on an expedited basis, or any other forum on which the parties may mutually agree.

The parties shall meet promptly to reach agreement on language to implement the recommendations of Presidential Emergency Board 219, as interpreted and clarified by Special Board 102-29, on the procedures for arbitrating contracting-out disputes. If complete agreement on language is not reached by the parties by December 15, 1991, the parties shall refer any areas of disagreement to Special Board 102-29 for resolution.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C.I. Hopkins, Jr.

I agree:



November 27, 1991

#8

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

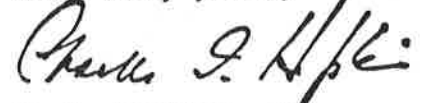
This refers to Article VI, Subcontracting, of the Imposed Agreement of this date and our understanding with respect to disputes arising on the former Southern Railway Company under the provisions of Articles I and II of the January 27, 1965 Agreement.

This will confirm our understanding that Article II of the January 27, 1965 Agreement is amended to read identical to Article VI of the Imposed Agreement of this date and that Special Board of Adjustment No. 570 shall have exclusive authority to resolve all disputes arising under the terms of Article I of the January 27, 1965 Agreement.

It is further agreed that a single system subcontracting expedited arbitration panel shall be established in accordance with Article VI of the Imposed Agreement of this date, and such panel shall have exclusive jurisdiction of disputes arising on the former Southern Railway Company under the provisions of Article II of the January 27, 1965 Agreement, as amended by the Imposed Agreement of this date, and on Norfolk and Western Railway Company under the provisions of Article II of the September 25, 1964 Agreement, as amended by the Imposed Agreement of this date.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I agree:



November 27, 1991

#9

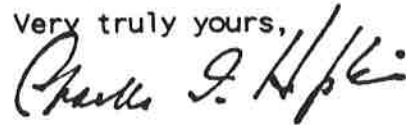
Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This is to confirm our understanding that a synthesis of the September 25, 1964 Agreement, as amended, showing all changes made during this round of bargaining and all changes made in the past which remain in effect after this bargaining round shall be prepared by the parties as soon as possible.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I agree:



5

U

EXHIBIT A

ARTICLE VI - RESOLUTION OF DISPUTES

Section 1 - Establishment of Shop Craft Special Board of Adjustment

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

(ARTICLE VI - RESOLUTION OF DISPUTES - Section 1 as amended by
ARTICLE VIII - Part B. of December 4, 1975 Agreement)

Section 2 - Consist of Board

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

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

Whereas, in the Memorandum of Agreement dated May 31, 1974 and Mediation Agreement dated December 4, 1978, it was agreed by the parties to the agreement to further modify the appointment and functioning of partisan members by providing that instead of three members each party would appoint six members; two of the six persons designated to represent the organizations party to the Agreement would be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members would be appointed on behalf of the other four organizations party to the Agreement by the Railway Employees' Department, AFL-CIO; and whereas, on October 1, 1980, the Railway Employee's Department, AFL-CIO, was dissolved by appropriate action and ceased to have any status as an affiliation of Shop Craft Organizations or to have any authority to speak for or represent any organization or brotherhood; and

Whereas, the parties understand the importance of maintaining grievance machinery for the handling of disputes arising under the September 25, 1964 National Agreement in order to provide a means for the peaceful resolution of minor grievances under the Railway Labor Act; and

Whereas, in view of these considerations the organizations party to the Agreement have agreed upon a temporary procedure which is acceptable to the carriers party to the Agreement, for the appointment and functioning of partisan members of the Board under Section 2 of VI.

NOW, THEREFORE, it is agreed that effective October 1, 1980, partisan members of the Board under Section 2 of Article VI shall be appointed and function as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Of the six persons designated to represent the organizations party to the Agreement one shall be appointed by each of the following signatories: International Association of Machinists and Aerospace Workers; Sheet Metal Workers International Association; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood Railway Carmen of the United States and Canada; International Brotherhood of Electrical Workers, and International Brotherhood of Firemen and Oilers.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by one of the signatory organizations, the appointee of that organization shall sit and function as a member of the Board.

It is agreed further that all disputes and grievances arising under Article I of the September 25, 1964 Agreement shall be handled on appeal from the property in accordance with the terms of this Agreement while it is in effect including those presently pending before Special Board of Adjustment 570, as well as any subsequently appealed to the Board.

This Memorandum of Agreement is a temporary measure intended to provide the parties with a continuing means for the peaceful resolution of such minor grievances under the Railway Labor Act pending further consideration of matters arising from the dissolution of Railway Employees Department.

(Section 2 of ARTICLE VI - RESOLUTION OF DISPUTES -
from MEMORANDUM OF AGREEMENT dated November 17, 1980)

Section 3 - Appointment of Board Members

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

Section 4 - Location of Board Office

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

Section 5 - Referees - Employee Protection

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

Section 6 - Term of Office of Referees

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

Section 7 - Filling Vacancies - Referees

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

Section 8 - Jurisdiction of Board

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

Section 9 - Submission of Dispute

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

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

Section 10 - Time Limits for Submission

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

(Section 10 of ARTICLE VI - RESOLUTION OF DISPUTES -
from ARTICLE VIII - Part B. of December 4, 1975 Agreement)

Section 11 - Content of Submission

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

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

Section 12 - Failure of Agreement - Appointment of Referees

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

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200

CHARLES I. HOPKINS, Jr.

Chairman

D. P. LEE
Vice Chairman and
General Counsel

G. F. DANIELS
Vice Chairman

R. T. Kelly
Director of Labor Relations

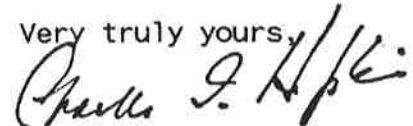
December 11, 1991

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This confirms our understanding that the parties agree to extend the time limit set forth in Side Letter #7 for complete agreement on language on procedures for arbitrating contracting-out disputes to January 27, 1992. If complete agreement on such language is not reached by that date, any party may refer any areas of disagreement to a Public Law Board, or any other forum on which the parties may mutually agree, for resolution on an expedited basis, provided that any disagreement over the uniform rate to be paid arbitrators shall be resolved by the Chairman of the National Mediation Board.

Very truly yours,



C. I. Hopkins, Jr.

November 27, 1991

#11

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

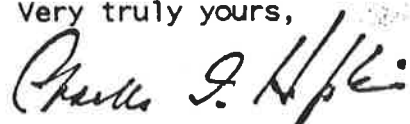
Dear Mr. Fairchild:

This is to confirm our understanding that carriers not participating in national handling and therefore not subject to the revisions to the September 25, 1964 Agreement, as amended, shall continue to be bound by that Agreement as it existed prior to changes effectuated by the Imposed Agreement of this date.

Subcontracting disputes arising prior to the effective date of this Imposed Agreement shall continue to be handled in accordance with the dispute resolution procedures at the time the dispute arose.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,


C. I. Hopkins, Jr.

I agree:



November 27, 1991

#12

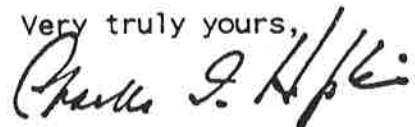
Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This refers to Article VI, Subcontracting, of the Imposed Agreement of this date and will confirm our understanding that Electrical Power Purchase Agreements (EPPAs) and similar arrangements are within the scope of the September 25, 1964 Agreement, as amended.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C.I. Hopkins, Jr.

I agree:



EXHIBIT A

ARTICLE VI - RESOLUTION OF DISPUTES

Section 1 - Establishment of Shop Craft Special Board of Adjustment

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

(ARTICLE VI - RESOLUTION OF DISPUTES - Section 1 as amended by
ARTICLE VIII - Part B. of December 4, 1975 Agreement)

Section 2 - Consist of Board

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

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

Whereas, in the Memorandum of Agreement dated May 31, 1974 and Mediation Agreement dated December 4, 1978, it was agreed by the parties to the agreement to further modify the appointment and functioning of partisan members by providing that instead of three members each party would appoint six members; two of the six persons designated to represent the organizations party to the Agreement would be appointed by International Association of Machinists and Aerospace Workers and Sheet Metal Workers' International Association respectively and the remaining four members would be appointed on behalf of the other four organizations party to the Agreement by the Railway Employees' Department, AFL-CIO; and whereas, on October 1, 1980, the Railway Employee's Department, AFL-CIO, was dissolved by appropriate action and ceased to have any status as an affiliation of Shop Craft Organizations or to have any authority to speak for or represent any organization or brotherhood; and

Whereas, the parties understand the importance of maintaining grievance machinery for the handling of disputes arising under the September 25, 1964 National Agreement in order to provide a means for the peaceful resolution of minor grievances under the Railway Labor Act; and

Whereas, in view of these considerations the organizations party to the Agreement have agreed upon a temporary procedure which is acceptable to the carriers party to the Agreement, for the appointment and functioning of partisan members of the Board under Section 2 of VI.

NOW, THEREFORE, it is agreed that effective October 1, 1980, partisan members of the Board under Section 2 of Article VI shall be appointed and function as follows:

1. Six members shall be appointed by the organizations party to the Agreement and six members shall be appointed by the carriers party to the Agreement. Of the six persons designated to represent the organizations party to the Agreement one shall be appointed by each of the following signatories: International Association of Machinists and Aerospace Workers; Sheet Metal Workers International Association; International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers; Brotherhood Railway Carmen of the United States and Canada; International Brotherhood of Electrical Workers, and International Brotherhood of Firemen and Oilers.

2. Each of the twelve partisan members of the Board so appointed shall have the right to sit in all proceedings of the Board. The organizations and the carriers party to the Agreement further agree, however, that in the handling of dispute cases before the Board a smaller panel of the twelve members may function and constitute a quorum for the resolution of such disputes, provided first, that at least one organization and one carrier member shall sit and function in all dispute cases before the Board; second, that regardless of the number of members sitting and functioning in dispute cases, the unit method of voting shall prevail and six votes shall be cast on behalf of the carrier and organization members respectively; third, that in any dispute involving employees represented by one of the signatory organizations, the appointee of that organization shall sit and function as a member of the Board.

It is agreed further that all disputes and grievances arising under Article I of the September 25, 1964 Agreement shall be handled on appeal from the property in accordance with the terms of this Agreement while it is in effect including those presently pending before Special Board of Adjustment 570, as well as any subsequently appealed to the Board.

This Memorandum of Agreement is a temporary measure intended to provide the parties with a continuing means for the peaceful resolution of such minor grievances under the Railway Labor Act pending further consideration of matters arising from the dissolution of Railway Employees Department.

(Section 2 of ARTICLE VI - RESOLUTION OF DISPUTES -
from MEMORANDUM OF AGREEMENT dated November 17, 1980)

Section 3 - Appointment of Board Members

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

Section 4 - Location of Board Office

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

Section 5 - Referees - Employee Protection

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

Section 6 - Term of Office of Referees

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

Section 7 - Filling Vacancies - Referees

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

Section 8 - Jurisdiction of Board

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

Section 9 - Submission of Dispute

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

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

Section 10 - Time Limits for Submission

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

(Section 10 of ARTICLE VI - RESOLUTION OF DISPUTES -
from ARTICLE VIII - Part B. of December 4, 1975 Agreement)

Section 11 - Content of Submission

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

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

Section 12 - Failure of Agreement - Appointment of Referees

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

Section 13 - Procedure at Board Meetings

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

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

Section 14 - Final and Binding Character

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

(Section 14 of ARTICLE VI - RESOLUTION OF DISPUTES
from ARTICLE VIII - Part B. of December 4, 1975 Agreement)

Section 15 - Extension of Time Limits

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

Section 16 - Records

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

Section 17 - Payment of Compensation

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

Section 18 - Disputes Referred to Adjustment Board

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

(Sections 15, 16, 17, and the first paragraph of Section 18
of ARTICLE VI - RESOLUTION OF DISPUTES -
from September 25, 1964 Agreement)

Under the provisions of Article VI, Section 18, disputes arising under Article III - Assignment of Work, Article IV - Outlying Points, and Article V - Coupling, Inspection and Testing, are to be handled in accordance with Section 3 of the Railway Labor Act. It is clear that with respect to such disputes subject to handling under Section 3 of the Act any claim or grievance is subject to the time limits and procedural requirements of the Time Limit on Claims Rule.

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

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

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

(ARTICLE VI - Section 18, 2nd through 5th paragraphs
from MEMORANDUM OF UNDERSTANDING dated January 7, 1965)

November 27, 1991

#12A

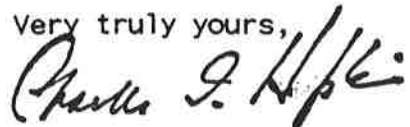
Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This refers to Article VI, Subcontracting, of the Imposed Agreement of this date and will confirm our understanding that the question of whether work on TTX cars by TTX employees should be allowed on tracks leased from a carrier is to be treated in the same manner as EPPAs.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C.I. Hopkins, Jr.

I agree:



November 27, 1991

#13

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

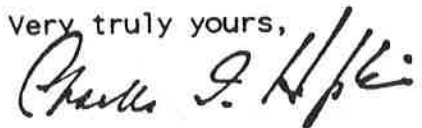
Dear Mr. Fairchild:

This confirms our understanding with respect to the Imposed Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Imposed Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Imposed Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation. This shall not be construed to preclude any party from relying on the Proceedings and Report of Presidential Emergency Board 219 and/or the Proceedings and Reports of Special Board 102-29.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C.I. Hopkins, Jr.

I agree:



November 27, 1991

#14

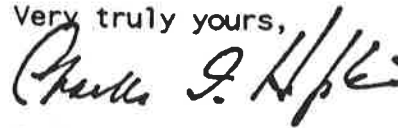
Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This is to confirm our understanding that the changes to the incidental work rule resulting from the Imposed Agreement shall not be applied to assign work of employees represented by your organization to employees of any organization not a party to the same or substantially similar changes in the rule or rules governing assignment of mechanical and shop craft work, and vice-versa.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I agree:



November 27, 1991

#15

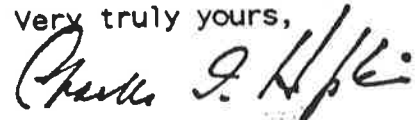
Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This is to confirm our understanding that the amendments to the September 25, 1964 Agreement resulting from Article VI, Subcontracting of the Imposed Agreement of this date shall be applied only on those carriers party to the September 25, 1964 Agreement. Such amendments shall not be applied to affect subcontracting provisions in existing agreements on carriers not party to the September 25, 1964 Agreement, unless agreed otherwise between your organization and such non-party carrier(s).

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I agree:



EXHIBIT A
(Carmen)

RAILROADS REPRESENTED BY THE NATIONAL CARRIERS' CONFERENCE COMMITTEE IN CONNECTION WITH NOTICES, DATED ON OR ABOUT APRIL 2, 1984, OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS PERTAINING TO THE HEALTH AND WELFARE PLAN IN ACCORDANCE WITH THE PROPOSALS SET FORTH IN APPENDIX "B" THERETO AND NOTICES DATED ON OR ABOUT MAY 31, 1988 OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS IN ACCORDANCE WITH THE PROPOSALS SET FORTH IN ATTACHMENT A - WAGES AND RULES, ATTACHMENT A - HEALTH AND WELFARE AND ATTACHMENT B - SUPPLEMENTAL SICKNESS BENEFITS THERETO, SERVED ON RAILROADS GENERALLY BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE BROTHERHOOD RAILWAY CARMEN DIVISION, TRANSPORTATION-COMMUNICATIONS INTERNATIONAL UNION, AND PROPOSALS SERVED BY THE CARRIERS ON OR ABOUT APRIL 9, 1984 AND MARCH 8, 1989 FOR CONCURRENT HANDLING THEREWITH.

Subject to indicated footnotes, this authorization is co-extensive with notices filed and with provisions of current schedule agreements applicable to employees represented by the Brotherhood Railway Carmen - Division of TCIU.

- Alameda Belt Line Railway
- Alton & Southern Railway
- Atchison, Topeka & Santa Fe Railway
- Burlington Northern Railroad
- Western Fruit Express
- Canadian National Railways:
 - 1 - St. Lawrence Region Lines in U.S.
 - 1 - Canadian Pacific Limited
- CSX TRANSPORTATION:
 - Baltimore and Ohio Railroad
 - Baltimore and Ohio Chicago Terminal RR.
 - Chesapeake and Ohio Railway
 - Pere Marquette Railroad
 - Clinchfield Railroad
- Seaboard System Railroad:
 - Louisville and Nashville Railroad (former)
(including Monon)
 - Seaboard Coast Line Railroad (former)
- 2 - Chicago & Illinois Midland Railway
- Chicago & North Western Trans. Co.
- Chicago SouthShore and South Bend Railroad
- Colorado & Wyoming Railway
- 3 - Consolidated Rail Corporation
 - Denver and Rio Grande Western Railroad
 - Duluth, Winnipeg & Pacific Railway
- 1 - Elgin, Joliet & Eastern Railway
- Houston Belt and Terminal Railway
- Illinois Central Railroad
- Kansas City Southern Railway
- Louisiana & Arkansas Railway
- Milwaukee (Soo Line)-KCS Joint Agency

- 1 - Kansas City Terminal Railway
 - 4 - Lake Superior & Ishpeming Railroad
 - Los Angeles Junction Railway
 - Manufacturers Railway
 - 5 - Missouri Pacific Railroad
 - 2 - Monongahela Railway
 - 1 - Montour Railroad
 - New Orleans Public Belt Railroad
 - 1 - Norfolk and Portsmouth Belt Line Railroad
 - Norfolk Southern Railway Company
 - Alabama Great Southern Railroad
 - 1 - Atlantic and East Carolina Railway
 - Carolina & Northwestern Railway
 - Central of Georgia Railroad
 - Cincinnati, New Orleans & Texas Pacific Ry.
 - Georgia Southern and Florida Railway
 - 1 - Interstate Railroad
 - New Orleans Terminal Co.
 - Norfolk and Western Railway
 - St. Johns River Terminal Company
 - Tennessee, Alabama and Georgia Railway
 - Tennessee Railway
 - Northern Indiana Commuter Transportation District
 - Oakland Terminal Railway
 - Peoria & Pekin Union Railway
 - Port Terminal Railroad Association
 - Portland Terminal Railroad Company
 - Richmond, Fredericksburg & Potomac Railroad
 - St. Louis Southwestern Railway
 - Southern Pacific Transportation Co.:
 - Eastern Lines
 - Western Lines
 - Terminal Railroad Association of St. Louis
 - 1 - Texas Mexican Railway
 - 6 - Union Pacific Railroad
-

NOTES:

- 1 - Authorization limited to Health and Welfare proposals.
- 2 - Excluding Wage and Rules proposals.
- 3 - Includes Joint Council of Carmen (TWU) employees.
- 4 - Excluding Health and Welfare proposals.

NOTES: (Con't)

- 5 - Includes former Galveston, Houston and Henderson, Missouri-Kansas-Texas and Oklahoma, Kansas and Texas Railroads.
 - 6 - Includes Western Pacific Railroad employees.
-

FOR THE CARRIERS:

Charles J. H/kiFOR THE BROTHERHOOD RAILWAY CARMEN -
DIVISION OF TCIU:W. J. Fairchild

M E M O R A N D U M

FOR: Kenneth R. Peterson
FROM: Bjarne R. Henderson *BRH*
SUBJECT: Agreement Between the District and the Carmen Division
DATE: December 16, 1993

Attached please find a copy of the Agreement between the District and the Carmen Division concerning changes to Gary jobs 20-01 and 20-02. Kindly ensure that the Agreement is provided to appropriate supervisors. Please also note that seventy-two (72) hours advance notice to the effected employees and local chairman is required prior to implementation of the change.

Attachment

BRH/rbp/319

AGREEMENT BETWEEN
THE NORTHERN INDIANA COMMUTER TRANSPORTATION DISTRICT
AND
THE TRANSPORTATION COMMUNICATIONS INTERNATIONAL UNION,
CARMEN DIVISION

This Agreement, entered into this 10th day of December, 1993, between the Northern Indiana Commuter Transportation District (hereinafter "District") and the Transportation Communications International Union, Carmen Division (hereinafter "Organization"), WITNESSETH:

WHEREAS, the District and the Organization have discussed the importance of flexibility in the deployment of carmen in the operation of the District's commuter service;

WHEREAS, the District is willing to compensate the Organization's employees under special conditions in return for said flexibility;

NOW, THEREFORE, the parties agree as follows:

1. TERMS OF OPERATION:

a. Gary Job 20-01

The employee assigned to Gary job 20-01 will report for work at 4:02 a.m. and ride train #102 from Michigan City Shops to Gary, Indiana, or such other location as may be directed by the employee's appropriate supervisor. The employee shall perform carmen duties at Gary, Indiana, or such other location or locations as designated by the employee's appropriate supervisor until the arrival of Train 107. The employee shall depart on Train 107 from Gary, or such other designated location. The employee shall be off duty upon the employee's return to Michigan City aboard Train 107. While in transit aboard Trains 102 and 107, the employee shall provide carmen services to the extent that same are required or directed by the employee's appropriate supervisor or train crew.

<u>Time On Duty</u>	<u>Actual Service</u>	<u>Compensation</u>
Start: 4:02 a.m.	7 hours, 53 minutes	8 Hours Pro
End: 11:55 a.m.		Rata Rate
		of Pay

b. Gary Job 20-02

The employee assigned to Gary job 20-02 will report for work at 10:29 a.m. and ride train #114 from Michigan City Shops to Gary, Indiana, or such other location as may be directed by the employee's appropriate supervisor. The employee shall perform carmen duties at Gary, Indiana, or such other location or locations as designated by the employee's appropriate

supervisor until the arrival of Train 121. The employee shall depart on Train 121 from Gary, or such other designated location. The employee shall be off duty upon the employee's return to Michigan City aboard Train 121. While in transit aboard Trains 114 and 121, the employee shall provide carmen services to the extent that same are required or directed by the employee's appropriate supervisor or train crew.

<u>Time On Duty</u>	<u>Actual Service</u>	<u>Compensation</u>
Start: 10:29 a.m. End: 7:38 p.m.	9 hours, 9 minutes	8 Hours Pro Rata Rate of Pay; 1 hour, 9 minutes Overtime Rate of Pay

2. MISCELLANEOUS PROVISIONS


a. The foregoing terms and conditions are only applicable to Positions 20-01 and 20-02 and are not intended to serve as precedent with respect to other positions on the property.

b. All other terms of the current working agreement remain applicable. In case of doubt or inconsistency between the terms of this agreement and those of the current working agreement, the terms of the current working agreement shall apply.

c. The Organization agrees that the terms of this Agreement satisfy the claim associated with subparagraph c of the District's letter dated June 1, 1993, and hereby withdraws any and all claims for relief associated with same.


d. The current incumbents will be entitled to hold the foregoing positions through the end of the current sign-up period. The Organization waives the posting and re-bulleting requirements associated with this cor thduration of the current sign-up period. The District may implement this change any time after January 1, 1994, upon seventy-two (72) hours advance notice to the affected employees and the local chairman.

For the ORGANIZATION:



December 10, 1993
Date

For the DISTRICT:



Gerald R. Hanas
General Manager
December 10, 1993
Date



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-574
FAX (219) 929-447

August 25, 1997

Mr. Richard B. Leyba, General Chairman
Consolidated Joint Protective Board #160
TCIU, Carman Division
2610 Portage Mall
Portage, IN 46368

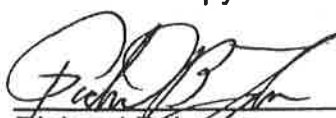
Re: Mid-Life Rehabilitation Program - Subcontracting of Floor Covering

Dear Mr. Leyba:

This letter confirms the agreement proposed in conference on Wednesday, August 13, 1997, among R. G. Hechlinski, R. L. Humelsheim, and you with respect to the installation of new floor coverings on the cars undergoing mid-life repairs. The terms of the agreement are as follows:

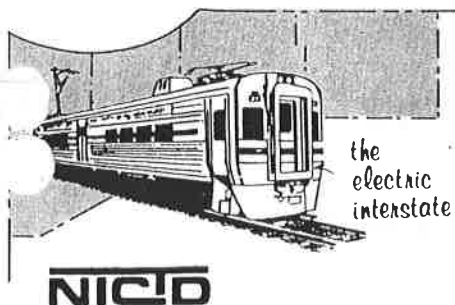
- a. The District will select flooring contractor(s) qualified to work with RCA Rubber products and epoxy adhesives.
- b. The contractor(s) shall install the linoleum flooring in the cars. However, as part of the installation process, the Contractor(s) will provide instruction and training to Carmen employed by the District with the objective of providing the Carmen with sufficient knowledge, ability, and skill necessary to timely and correctly install the flooring on their own. It is anticipated by both parties that the Carmen will gradually assume responsibility for installation of the floor as their skills progress to the required level of competence.
- c. The use of flooring contractor(s) will end when the District Program Manager and the Organization General Chairman mutually agree that the training is satisfactory and sufficient to meet the above objective.
- d. The foregoing addresses the matter of flooring only and does not constitute practice or precedent on the property with respect to any pending or future claims by the Organization or rights of the District.

If the foregoing reflects our agreement, please sign and date both copies of this letter, and return one copy to me.


Richard B. Leyba
General Chairman
BRC Division - TCIU

8/26/97


Gerald R. Hanas
General Manager



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4438

April 13, 1998

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: Letter Agreement - Terminal Carmen Qualification

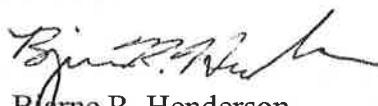
Dear Mr. Leyba:

This letter is to confirm that the seniority date for terminal carmen shall be established as of the date that a prospective terminal carman satisfactorily completes training. The date will be established retroactively upon the prospective carman's completing the requisite thirty (30) day trial period.

It is understood that the seniority date for service as terminal carmen will be different than the date of seniority for car cleaner. It is recognized that a terminal carman may have a lower seniority date for coach cleaner seniority even though their terminal carman seniority date is higher than that of other terminal carmen. In other words, the dates between the two groups do not necessarily run in sequence. Instead, the dates reflect qualification times depending upon the individual's ability to satisfactorily complete the requirements for the promoted position.

Please sign and date both copies of this letter and return one copy to me for our files if the foregoing represents our understanding.

Sincerely,


Blaine R. Henderson
Senior Attorney

RECEIVED
APR 20 1998
N.I.C.T.D.

BRH/rbp/412

AGREED AND ACCEPTED BY:


Mr. Richard B. Leyba, General Chairman


Date

**MEMORANDUM OF AGREEMENT
BETWEEN
TRANSPORTATION COMMUNICATIONS
INTERNATIONAL UNION
(BRC DIVISION)
AND
NORTHERN INDIANA COMMUTER
TRANSPORTATION DISTRICT**

The Northern Indiana Commuter Transportation District ("District") and the Transportation Communications International Union (Brotherhood of Railway Carmen Division) ("Organization"), in full settlement of all outstanding Section 6 Notices between the District and the Organization, agree to amend the existing agreement between the parties as follows:

ARTICLE 1 - WAGES

A. Wage Increases

- (1) First Wage Increase. Effective January 1, 1999, all hourly rates of pay in effect on December 31, 1998, for employees covered by this Agreement shall be increased in the amount of three and one half (3.5) percent.
- (2) First Bonus. Effective October 1, 1999, employees with an employment relationship with the District on September 30, 1999, who are currently represented by the Organization, and who rendered compensated service in a position represented by the Organization in 1998, shall receive a bonus payment equal to three (3) percent of their 1998 gross wages, less appropriate withholdings for federal, state, and judicial purposes.
- (3) Second Wage Increase. Effective July 1, 2000, all hourly rates of pay in effect on June 30, 2000, for employees covered by this Agreement shall be increased in the amount of three (3) percent.
- (4) Second Bonus. Effective April 1, 2001, employees with an employment relationship with the District on March 31, 2001, who are currently represented by the Organization, and who rendered compensated service in a position represented by the Organization in 2000, shall receive a bonus payment equal to three (3) percent of their 2000 gross wages, less appropriate withholdings for federal, state, and judicial purposes.
- (5) Third Wage Increase. Effective January 1, 2002, all hourly rates of pay in effect on December 31, 2001, for employees covered by this Agreement shall be increased in the amount of three (3) percent.

(6) Fourth Wage Increase. Effective July 1, 2002, all hourly rates of pay in effect on June 30, 2002, for employees covered by this Agreement shall be increased in the amount of three (3) percent.

(7) Application of Wage Increases. The increase in wages provided for in this Section shall be applied in accordance with the current wage or working conditions agreement. Special allowances not included in fixed hourly rates of pay for all services rendered, and arbitraries representing duplicate time payments, will not be increased. Overtime hours will be computed in accordance with the rules applicable to the calculation of overtime.

(8) Disposition of Fractions. Rates of pay which end in fractions of a cent shall be rounded to the nearest whole cent, fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent.

B. Cost of Living Payments

If ratification by the Organization occurs on or before December 31, 1998, the current COLA allowance of \$.56 per hour will be rolled into the basic rates as of the Effective Date. COLA payments shall then cease and shall not continue to accrue. COLA payments shall commence again effective January 1, 2003, with an hourly allowance amount calculated in accordance with the formula at Tab A and shall continue at six month increments until such time as the issues associated with Section 6 Notices served in 2002 are resolved. The cost of living allowance at Tab A will be calculated as a separate allowance and is not a part of the basic rate of pay.

C. Signing Bonus

(1) Qualified persons holding permanent assignment as an employee represented by the Organization as of the Effective Date will receive a signing bonus of One Thousand Two Hundred Fifty Dollars (\$1,250.00). To qualify for the full amount of the signing bonus, the employee must have rendered 2,000 or more compensated straight time hours in a position represented by the Organization (not including any such hours reported as constructive allowances except vacations and holidays) within twelve (12) months of the Effective Date. In the event that the employee has worked less than 2,000 hours, the bonus shall be adjusted by multiplying \$1,250.00 by the number of hours of compensated service and then dividing the product by 2,000 hours. There shall be no duplication of lump sum payments by virtue of employment under an agreement with another organization.

(2) Eligibility for receipt of signing bonus. The signing bonus provided for in this Article will be payable to each employee subject to this Agreement who has an employment relationship as of the Effective Date, or who has retired or died between January 1, 1998 and the Effective Date. There shall be no duplication of the signing bonus by virtue of employment under another agreement nor will such payments be used to offset, construct, or increase guarantees in protective agreements or arrangements.

(3) Signing bonus proration. In the case of any employee subject to wage progression or entry rates, the dollar amount of the signing bonus specified in Section 2 shall be adjusted by multiplying such amount by the weighted average entry rate percentage applicable to wages earned during the specified determination period.

D. Payments

(1) Unless otherwise indicated herein, there shall be no payment to the District from the employee nor from the District to the employee with respect to compensated service performed before the Effective Date of this agreement.

(2) The signing bonus shall be disbursed by separate check on or before the next regular pay day subsequent to thirty (30) days from the date of ratification by the District's Board of Trustees. The payments due employees as of October 1, 1999, and April 1, 2001, shall be disbursed by separate check on or before the next regular pay day subsequent to October 1, 1999, and April 1, 2001 respectively.

E. Health Care, Dental Care, and Vision Care Premiums

The District agrees to provide the medical, dental, and vision care programs agreed to in the National Agreement dated September 9, 1996 ("National Agreement"). The District will cover the full cost of the premiums associated with same through and including the month when the plan is renegotiated by the National Carriers Conference Committee and the Transportation Communications International Union - Carmen Division, or their respective designees. Offsets to said premiums, if any, shall be in accordance with the COLA formula at Tab A.

ARTICLE 2 - 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 Carrier, at its option, may subcontract heavy cleaning of passenger cars. If the Carrier chooses not to subcontract heavy cleaning work, it is understood that such work is reserved to the Organization. As a result, no employees represented by the Organization as of the Effective Date may be furloughed. Carrier will segregate the subcontracted work as practicable.

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

ARTICLE 3 - TRAVEL RULE ADJUSTMENT

All requirements to pay an hourly or arbitrary travel payment for travel on the first or last day to or from the employee's work site in accordance with Rule 9 are abolished.

ARTICLE 4 - SIMPLE TASK RULE ADJUSTMENT

The parties agree that the two (2) hours per employee per shift authorized for simple tasks as stated in Article V, Section 1, of the Imposed Agreement dated November 27, 1991, is increased to three (3) hours per employee per shift.

ARTICLE 5 - WAIVER OF INVESTIGATION

A. The rules governing investigation and appeal may be waived by any employee who elects to accept predetermined discipline offered by the Carrier, 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.

B. 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.

C. The conference may include those carrier 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.

D. Unless otherwise agreed by the parties, the discipline will be served commencing not 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.

E. 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.

F. An employee(s) or his representative may after one year from date of discipline assessed by waiver, request that a letter of nullification of discipline assessed be inserted in his service record

provided the employee(s) has no other violations of the General Rules or Safety Rules of like nature in the one-year period.

ARTICLE 6 - EFFECTIVE DATE

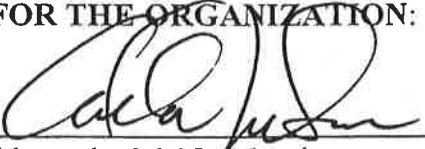
(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served by the parties dated November 1, 1994, and thereafter. This Agreement shall remain in effect through December 31, 2002 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) No party to this Agreement shall serve, prior to November 1, 2002 (not to become effective before January 1, 2003) any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or which proposes matters covered by the proposals of the parties cited in paragraph (a) of this Section, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) No party to this Agreement shall serve or progress, prior to November 1, 2002 (not to become effective before January 1, 2003), any notice or proposal which might properly have been served when the last moratorium ended on November 1, 1994.

(d) This Article will not bar the parties from agreeing upon any subject of mutual interest. This Agreement is made with an Effective Date of December 5, 1998 and is effective as set forth herein.


FOR THE ORGANIZATION:



Alexander M. Novakovic
General Vice President

Dec 11, 1998

Date




Richard B. Leyba
General Chairman

December 11, 1998

Date

FOR THE DISTRICT:



Gerald R. Hanas
General Manager

December 17, 1998

Date

Cost-of-Living Allowance and Adjustments Thereeto After July 1, 2002

Section 1 - Cost-of-Living Allowance and Effective Dates of Adjustments Thereeto

(a) A cost-of-living allowance will be payable in the manner set forth in and subject to the provisions of this Part, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised Series) (CPI-W)" (1967=100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the BLS CPI. The first such cost-of-living allowance shall be payable effective January 1, 2003 based, subject to paragraph (d), on the BLS CPI for September 2001 as compared with the BLS CPI for March 2002. Such allowance, and further cost-of-living adjustments thereto which will become effective as described below, will be based on the change in the BLS CPI during the respective measurement periods shown in the following table, subject to the exception provided in paragraph (d)(iii), according to the formula set forth in paragraph (e).

<u>Measurement Periods</u>		<u>Effective Date</u>
<u>Base Month</u>	<u>Measurement Month</u>	<u>of Adjustment</u>
September 2001	March 2002	January 1, 2003
March 2002	September 2002	July 1, 2003

Measurement Periods and Effective Dates conforming to the above schedule shall be applicable to periods subsequent to those specified during which this Article is in effect.

(b) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight time, overtime, protected rates, vacations, holidays and personal leave days in the same manner as basic wage adjustments have been applied in the past, except that such allowance shall not apply to special allowances and arbitraries representing duplicate time payments.

(c) The amount of the cost-of-living allowance, if any, that will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

- (d) (i) Cap. In calculations under paragraph (e), the maximum increase in the BLS CPI that will be taken into account will be as follows:

<u>Effective Date of Adjustment</u>	<u>Maximum CPI Increase That May Be Taken Into Account</u>
January 1, 2003	3% of September 2002 CPI
July 1, 2003	6% of September 2002 CPI, less the increase from September 2001 to March 2002

Effective Dates of Adjustment and Maximum CPI Increases conforming to the above schedule will be applicable to periods subsequent to those specified above during which this Article is in effect.

- (ii) Limitation. In calculations under paragraph (e), only fifty percent (50%) of the increase in the BLS CPI in any measurement period shall be considered.

(iii) If the increase in the BLS CPI from the base month of September 2001 to the measurement month of March 2002 exceeds three percent (3%) of the September base index, the measurement period that will be used for determining the cost-of-living adjustment to be effective the following January will be the 12-month period from such base month of September; the increase in the index that will be taken into account will be limited to that portion of the increase that is in excess of three percent (3%) of such September base index; and the maximum increase in that portion of the index that may be taken into account will be six percent (6%) of such September base index less the three percent (3%) mentioned in the preceding clause, to which will be added any residual tenth of points which had been dropped under paragraph (e) below in calculation of the cost-of-living adjustment which will have become effective January 1, 2003 during such measurement period.

(iv) Any increase in the BLS CPI from the base month of September 2001 to the measurement month of September 2002 in excess of six percent (6%) of the September 2001 base index will not be taken into account in the determination of subsequent cost-of-living adjustments.

(v) The procedure specified in subparagraphs (iii) and (iv) will be applicable to all subsequent years in which this Article is in effect.

- (e) Formula. The number of points change in the BLS CPI during a measurement period, as limited by paragraph (d), will be converted into cents on the basis of one cent (\$.01) equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 points of change after the conversion will not be counted.)

The cost-of-living allowance in effect on December 31, 2003 will be adjusted (increased or decreased) effective January 1, 2004 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (d), in the BLS CPI during the applicable measurement period. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the cost-of-living allowance in effect on December 31, 2003 if the BLS CPI will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom if the index will have been lower at the end than at the beginning of the measurement period and then, only, to the extent that the allowance remains above zero. The same procedure will be followed in applying subsequent adjustments.

(f) Continuance of the cost-of-living allowance and the adjustments thereto provided herein is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U.S. Department of Labor should, during the effective period of this Article, revise or change the methods or basic data used in calculating such Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 - Payment of Cost-of-Living Allowances

(a) The cost-of-living allowance payable to each employee effective January 1, 2003 shall be equal to the difference between

(i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and

(ii) the cents per hour produced by dividing one-quarter ($\frac{1}{4}$) of the increase, if any, in the carriers' 2002 payment rate for foreign-to-occupation health benefits under the Plan over such payment rate for 2001, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which statistics are available, but not more than one-half ($\frac{1}{2}$) of the amount specified in clause (i) above.

(b) The cost-of-living allowance payable to each employee effective January 1, 2003 shall be equal to the difference between

(i) the cost-of-living allowance in effect on that date pursuant to Section 1 of this Part, and

(ii) the cents per hour produced by dividing one-quarter ($\frac{1}{4}$) of the increase, if any, in the carriers' 2003 payment rate for foreign-to-occupation health benefits under the Plan over the amount of such payment rate for 2002, by the average composite straight-time equivalent hours that are subject to wage increases for the latest year for which

statistics are available, but not more than one-half ($\frac{1}{2}$) of the amount specified in clause (i) above.

(c) The procedure specified in paragraph (b) shall be followed with respect to computation of the cost-of-living allowances payable in subsequent years during which this Article is in effect.

(d) The definition of the carriers' payment rate for foreign-to-occupation health benefits under the Plan set forth in Section 5 of Part A shall apply with respect to any year covered by this Section.

(e) In making calculations under this Section, fractions of a cent shall be rounded to the nearest whole cent; fractions less than one-half ($\frac{1}{2}$) cent shall be dropped and fractions of one-half ($\frac{1}{2}$) cent or more shall be increased to the nearest full cent.

Section 3 - Application of Section 1 Cost-of-Living Allowances

The cost-of-living allowances provided for by Part B of this Article will be payable as provided herein and will not become part of basic rates of pay. Each one cent (\$0.01) per hour of cost-of-living allowance that is payable will be treated as an increase of two dollars (\$2.00) in the basic monthly rates of pay produced by application of Sections 2, 3, and 4 of Article I of this Agreement.

DMB/rbp/CostofLi.s4
January 4, 1999



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4438

December 11, 1998

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: Side Letter #1 - Seniority Rosters

Dear Mr. Leyba:


The Carrier and the Organization will continue to meet to resolve the issue regarding Seniority Rosters.

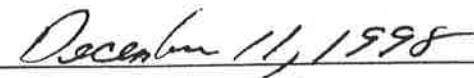
Very truly yours,

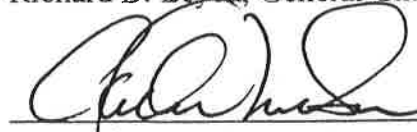

Gerald R. Hanas
General Manager

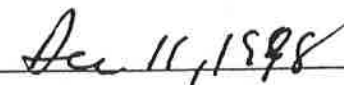
GRH/rbp/571

AGREED AND UNDERSTOOD BY:


Richard B. Leyba, General Chairman


Date


Alexander M. Novakovic, General V.P.


Date



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5741
FAX (219) 929-4411

December 11, 1998

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: Side Letter #2 - Signing Bonus

Dear Mr. Leyba:

The parties have mutually agreed that all former employees who have retired or died from January 1, 1995 to the date of this agreement will receive the applicable signing bonus.

Very truly yours,

Gerald R. Hanas
General Manager

GRH/rbp/572

AGREED AND UNDERSTOOD BY:

Richard B. Leyba, General Chairman
Alexander M. Novakovic, General V.P.
Date
Date

November 27, 1991

Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Building
Kansas City, Missouri 64112

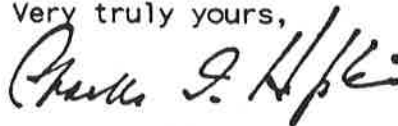
Mr. George Leitz
President
Transport Workers Union of
America
80 West End Avenue
New York, NY 10023

Gentlemen:

This confirms our understanding that Side Letters Nos. 1 through 15 (including 4A and 12A) of the Imposed Agreement of this date are also applicable to employees of the Consolidated Rail Corporation represented by your respective organizations.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,




C.I. Hopkins, Jr.

I agree:



President Transport
Workers Union of America



President - Brotherhood
Railway Carmen - Division
of TCU

November 27, 1991

#10

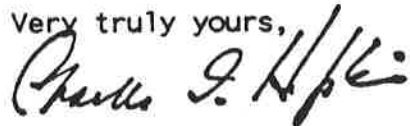
Mr. W. G. Fairchild, President
Brotherhood Railway Carmen -
Division of TCU
4929 Main Street - Carmen's Bldg.
Kansas City, Missouri 64112

Dear Mr. Fairchild:

This is to confirm our understanding that the changes to Article VI of the September 25, 1964 Agreement, as amended, which result from the Imposed Agreement effective this date are accurately reflected in Exhibit A to this side letter.

Please indicate your agreement by signing your name in the space provided below.

Very truly yours,



C. I. Hopkins, Jr.

I agree:





Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4438

December 11, 1998

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: Side Letter #3 - Interpretation Letter

Dear Mr. Leyba:

This confirms our understanding with respect to the Agreement of this date.

The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

Very truly yours,

Gerald R. Hanas
General Manager

GRH/rbp/573

AGREED AND UNDERSTOOD BY:

Richard B. Leyba, General Chairman

Alexander M. Novakovic, General V.P.

Date

Date



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4457

December 11, 1998

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: Side Letter #4 - Interpretation of Article #2

Dear Mr. Leyba:

This confirms our understanding with respect to the interpretation and application of Article 2 of the Memorandum Agreement. The parties agree that the District will protect a total of nine (9) full time positions drawn from the position categories of Randolph Car Cleaners, Shops Terminal Car Cleaners, and Shops Car Cleaners. The District will not reduce car cleaner positions below the nine (9) specified within this Side Letter #4.

Very truly yours,

Gerald R. Hanas
General Manager

GRH/rbp/573

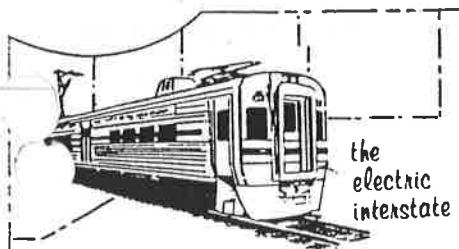
AGREED AND UNDERSTOOD BY:

Richard B. Leyba, General Chairman

Alexander M. Novakovic, Vice President

Date

Date



NICID

Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4438

December 11, 1998

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: Side Letter #5 - Signing Bonus

Dear Mr. Leyba:

The District will make every effort possible to distribute the signing bonus on or before December 18, 1998.

Very truly yours,

Gerald R. Hanas
General Manager

GRH/rbp/573

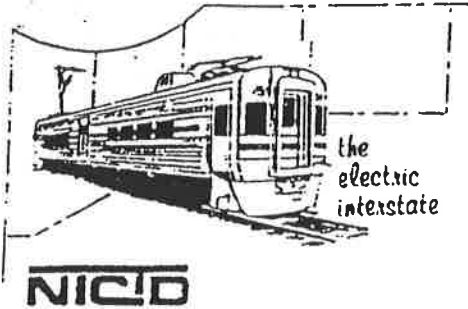
AGREED AND UNDERSTOOD BY:

Richard B. Leyba, General Chairman

Alexander M. Novakovic, General V.P.

Date

Date



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-1444
FAX (219) 925-7381

June 8, 1999

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: JPB 160 File: F-4/99-6295 Adjustment to Forces

Dear Mr. Leyba:

This letter represents our agreed settlement with respect to issues arising from the proposed adjustment to forces:

1. With respect to eight (8) shop carman positions in excess of the existing nineteen (19) shop carman positions (the twentieth (20th) through twenty seventh (27th) positions), the District may fill these eight (8) additional positions without utilizing the process defined within the letter agreement dated November 12, 1981. Persons hired to fill these eight (8) positions who do not complete the probationary period will not count towards filling any of these eight (8) positions.
2. When one or more of these eight (8) shop carman positions are bulletined, terminal carmen who have not selected the one-time bonus option defined by letter agreement dated June 8, 1999, are eligible to bid for the position(s). The most senior eligible terminal carman who bids for a position and who would have otherwise been awarded a position may be held from the shop carman position and retained in their current terminal carman position. The bulletin will show that the position is temporarily filled by the direct hire and awarded to the successful bidder. For each working day that said terminal carman is held from the opportunity to fill the awarded position or until assigned to another shop carman position, whichever occurs first, the terminal carman will receive a "hold down" arbitrary payment of two dollars and fifty cents (\$2.50) per day for each of the first two hundred sixty-six (266) working days that the carman is held to work as a terminal carman and five dollars (\$5.00) for each working day that the carman is held to work as a terminal carman for the days worked in excess of two hundred sixty-six (266) working days. An employee may not pyramid or receive duplicate hold down payments. The arbitrary payment is not subject to COLA, overtime, or other adjustment. An employee who accepts the hold down allowance may not decline assignment to a shop carman position once the position becomes available.

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
June 8, 1999
Page 2

3. Terminal carmen who are held from their assignment as a shop carman under the foregoing circumstances will, when released from their terminal carman position to fill the shop carman position, receive a shop carman seniority date as of the first date that they earned the hold down arbitrary payment.
4. To allow terminal carmen the opportunity to transfer as soon as practicable, the District shall hire car cleaners and terminal carmen in sufficient numbers to allow for the expeditious training of replacement terminal carmen. In the event that two (2) or more terminal carmen earn a hold down arbitrary payment for the first time on the same date, they shall be placed on the seniority list in the same order as their placement on the terminal carmen seniority list.
5. Persons who are hired to directly fill the eight (8) shop carmen positions shall have seniority as car cleaners and shop carmen as of the date of hire.
6. Car cleaners may apply for the shop carmen positions without terminal carmen training. To be considered, they must submit an application and complete an interview with the Manager of Human Resources. There shall be full consideration, but no arbitrary preference, to the award of a shop carman position to any existing employee.
7. Terminal carmen receiving hold down pay will receive preference in shop carmen assignments over those accepting the option pay bonus until such time as said terminal carmen receiving hold down pay have been offered the opportunity to fill a shop carmen assignment.

Please return one (1) signed and dated copy of this letter if the foregoing represents our agreement.


Very truly yours,



Gerald R. Hanas
General Manager

GRH/rbp/fip/b842

AGREED AND ACCEPTED BY:



Richard B. Leyba

June 8, 1999
Date

To: Arlene Lewis
11/22/01

distributed to 12-11-00
KRP, Lowe, DMB, Kestn
Ritter, Ostroff, Hochlin, K
Bennett

SIGNED

TAB 1

November 2, 2000

VIA TELEFAX (708) 425-1186 AND FIRST CLASS MAIL

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div, TCU
10231 South Central Avenue
Oak Lawn, IL 60453

FILED WITH NICTD
ADMINISTRATION
DATE: 11-10-00
FORWARDED
TO: BRH.
CJB

Re: Rule 67 - New Provisions

Dear Mr. Grygiel:

The parties agree to the addition of the following paragraphs to Rule 67:

Terminal carmen who hold valid hostling licenses as of November 18, 2000, and who are assigned to terminal carmen positions will receive an arbitrary payment of Two Dollars Fifty Cents (\$2.50) per day for each day wherein they perform hostling duties starting as of November 18, 2000. This arbitrary payment is only subject to adjustment at the mutual agreement of the parties. The arbitrary payment is not subject to overtime, pyramiding, duplication, COLA, or wage adjustment. The arbitrary payment is separate from, and in addition to, the base wage rates paid to the employee. The claim for the arbitrary payment must be annotated by the employee on their time sheet and approved by the employees' supervisors. Terminal carmen receiving "hold down" payments are ineligible for the arbitrary payment for hostling.

Terminal carmen who are held from their assignment as a shop carman shall receive a "hold down" arbitrary payment. For each working day that a terminal carman is held from the opportunity to fill their awarded position or until assigned to another shop carman position, whichever occurs first, the terminal carman will receive a "hold down" arbitrary payment of Two Dollars and Fifty Cents (\$2.50) per day for the first two hundred sixty-six (266) days. For every two hundred sixty-six (266) day increment thereafter, the terminal carman arbitrary payment shall be increased an additional Two Dollars and Fifty Cents (\$2.50) per day, up to a maximum of Twenty-Five Dollars (\$25.00) per day. This arbitrary payment is only subject to adjustment at the mutual agreement of the parties. There shall be no adjustment of the arbitrary payment for overtime or COLA. The arbitrary payment is separate from, and in addition to, the base wage rates paid to the employee. An employee who accepts same may not pyramid or receive duplicate hold down payments. In the event that an employee is unable to qualify as a shop carman and returns to service as a terminal carman, the employee will no longer qualify to receive "hold down" pay.

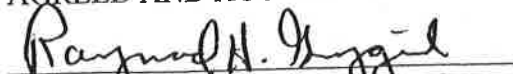
Very truly yours,



Gerald R. Hanas
General Manager

GRH/rbp/p\b\534

AGREED AND ACCEPTED:


Raymond H. Grygiel, General Chairman

Date

11-7-2000

MEMORANDUM

To: D. M. Brezene, K. R. Peterson, J. S. Lowe, K. A. Casey, L. D. Ritter, R. H. Bernth
From: Bjarne R. Henderson *BRH*
Date: June 18, 1999
Subject: TCIU Carmen Division - Letter Agreements

1. Transmitted herewith are copies of recent letter agreements between the District and the TCIU Carmen Division. These letters permit significant changes to filling positions, extend the probationary period to ninety (90) days, and authorize arbitrary allowances for training and "hold down" assignments.
2. Please read each of the letter agreements and keep copies for your files. Kindly forward copies to subordinates within your departments who need same for their duties.
3. Please call me if you have any questions concerning the content of the letters.

Enclosures

BRH/rbp/f:\p\b\866



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4411

June 8, 1999

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: JPB/160 File: F-4/99-6295 Adjustment to Forces

Dear Mr. Leyba:

This letter represents our agreed settlement with respect to issues arising from the proposed adjustment to forces:

1. With respect to eight (8) shop carman positions in excess of the existing nineteen (19) shop carman positions (the twentieth (20th) through twenty seventh (27th) positions), the District may fill these eight (8) additional positions without utilizing the process defined within the letter agreement dated November 12, 1981. Persons hired to fill these eight (8) positions who do not complete the probationary period will not count towards filling any of these eight (8) positions.

2. When one or more of these eight (8) shop carman positions are bulletined, terminal carmen who have not selected the one-time bonus option defined by letter agreement dated June 8, 1999, are eligible to bid for the position(s). The most senior eligible terminal carman who bids for a position and who would have otherwise been awarded a position may be held from the shop carman position and retained in their current terminal carman position. The bulletin will show that the position is temporarily filled by the direct hire and awarded to the successful bidder. For each working day that said terminal carman is held from the opportunity to fill the awarded position or until assigned to another shop carman position, whichever occurs first, the terminal carman will receive a "hold down" arbitrary payment of two dollars and fifty cents (\$2.50) per day for each of the first two hundred sixty-six (266) working days that the carman is held to work as a terminal carman and five dollars (\$5.00) for each working day that the carman is held to work as a terminal carman for the days worked in excess of two hundred sixty-six (266) working days. An employee may not pyramid or receive duplicate hold down payments. The arbitrary payment is not subject to COLA, overtime, or other adjustment. An employee who accepts the hold down allowance may not decline assignment to a shop carman position once the position becomes available.

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
June 8, 1999
Page 2

3. Terminal carmen who are held from their assignment as a shop carman under the foregoing circumstances will, when released from their terminal carman position to fill the shop carman position, receive a shop carman seniority date as of the first date that they earned the hold down arbitrary payment.
4. To allow terminal carmen the opportunity to transfer as soon as practicable, the District shall hire car cleaners and terminal carmen in sufficient numbers to allow for the expeditious training of replacement terminal carmen. In the event that two (2) or more terminal carmen earn a hold down arbitrary payment for the first time on the same date, they shall be placed on the seniority list in the same order as their placement on the terminal carmen seniority list.
5. Persons who are hired to directly fill the eight (8) shop carmen positions shall have seniority as car cleaners and shop carmen as of the date of hire.
6. Car cleaners may apply for the shop carmen positions without terminal carmen training. To be considered, they must submit an application and complete an interview with the Manager of Human Resources. There shall be full consideration, but no arbitrary preference, to the award of a shop carman position to any existing employee.
7. Terminal carmen receiving hold down pay will receive preference in shop carmen assignments over those accepting the option pay bonus until such time as said terminal carmen receiving hold down pay have been offered the opportunity to fill a shop carmen assignment.

Please return one (1) signed and dated copy of this letter if the foregoing represents our agreement.

Very truly yours,



Gerald R. Hanas
General Manager

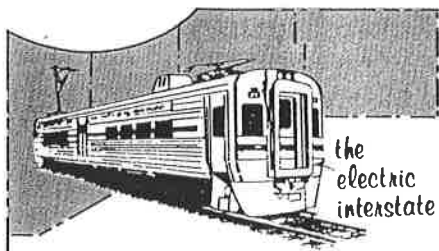
GRH/rbp/f:\p\b\842

AGREED AND ACCEPTED BY:



Richard B. Leyba

June 8, 1999
Date



NICID

Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5741
FAX (219) 929-4411

June 8, 1999

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: JPB/160 File: F-4/99-6295 Adjustment to Forces - Option Pay Bonus

Dear Mr. Leyba:

Consistent with our conference on May 14, 1999, we agree as follows:

1. Terminal carmen, including current relief terminal carmen, with a seniority date of April 7, 1998, or earlier, shall be offered the option of a one-time bonus of \$250.00 and shall be considered eligible to earn a starting allowance of \$2.50 per day for each day that the terminal carmen performs locomotive/EMU hostling. They may exercise this option only once at any time on or before June 30, 1999. They may not change their election once made or after June 30, 1999. If an employee accepts "hold down" pay before electing to exercise the option, the employee forfeits their right to exercise the option.
2. In return for election of the option, the terminal carman waives his or her right to bid on positions as a shop carman until such time as the twenty-seven (27) shop carmen position are permanently filled or the shop carmen positions fall below twenty (20), and, in both cases, there are no terminal carmen still receiving hold down pay.
3. The option payment lump sum shall be paid within thirty (30) days of the District's receipt of the employee's properly completed election form (Attachment).
4. The employee may claim the starting allowance beginning with the first day of the first pay period after their submission of the election form. To be eligible for the starting allowance, the terminal carman must hold a hostling license and perform hostling duties during the time of their assignment. The starting allowance must be annotated by the employee on the timesheet and initialed by the employee's supervisor for the shift when the allowance is claimed. The starting allowance is not subject to overtime, pyramiding, duplication, or wage adjustment.

Please return one signed and dated copy of this letter if the foregoing represents our agreement.


Very truly yours,


Gerald R. Hanas
General Manager

Attachment

GRH/rbp/f:\p\b\841

AGREED AND ACCEPTED BY:


Richard B. Leyba

June 8, 1999
Date



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4438

June 8, 1999

Mr. Larry Ritter
General Foreman
NICTD
Michigan City, IN 46360

Re: Exercise of Option

Dear Mr. Ritter:

I, _____, NICTD ID# _____, with seniority as a terminal carman dated _____, do not desire to exercise my bidding rights with respect to the twentieth (20th) through the twenty-seventh (27th) shop carman positions. I understand that I will be able to exercise my rights in the event that the shop carman positions are reduced to nineteen (19) or are created in excess of twenty-seven (27) and there are no carmen currently receiving hold down arbitrary payments. I may also exercise my bidding rights once the twentieth (20th) through the twenty-seventh (27th) shop carman positions are filled by permanent employees and there are no carmen receiving hold down arbitrary payments.

Please authorize the issuance of my lump sum option payment and the initiation of the daily starting allowance effective as of the next pay period.

Employee Signature

Date

GRH/rbp/f:\p\b\843



Northern Indiana Commuter Transportation District

33 E. U.S. HIGHWAY 12
CHESTERTON, INDIANA 46304

(219) 926-5744
FAX (219) 929-4433

June 8, 1999

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
2610 Portage Mall
Portage, IN 46368

Re: JPB/160 File: F-4/99-6295 Training Issues

Dear Mr. Leyba:

Consistent with our conference on May 14, 1999, the following represents our agreed settlement with miscellaneous training issues.

1. Training Pay:
 - a. Shop carmen who are assigned an employee with less than thirty (30) days time in service as a shop carman shall receive an arbitrary payment of one (1) hour straight time wages for each day assigned a trainee or trainees.
 - b. Terminal carmen who are assigned an employee with less than thirty (30) days actual service in training as a terminal carman receive an arbitrary payment of one (1) hour straight time wages for each day assigned a trainee or trainees.
 - c. To receive the arbitrary payment, the training assignment must be annotated by the supervisor in writing on the timecards for the trainer. The arbitrary payment shall not be subject to overtime, pyramiding, or duplication. The rate of the arbitrary shall be at the trainer's rate of pay and shall not exceed one (1) hour regardless of the number of trainees assigned.
2. Rule 30 of the current working agreement is revised as follows:
 - a. An applicant for employment will be required to fill out and execute the District's application forms, pass required physical and visual examination, and provide proper

Mr. Richard B. Leyba
General Chairman
TCIU Carman Division
June 8, 1999
Page 2

references of previous experience and the ability to perform the work for which application is being made.

b. If the applicant is not disapproved within ninety (90) days from the first day of commencement of service, the applicant shall be considered as having been approved, unless it is found that false information has been given, in which event the applicant will not be dismissed without an investigation under the applicable rule(s) unless otherwise waived by the applicant.

c. An employee who has been in the service of the railroad ninety (90) days shall not be dismissed or discharged for any reason without first being given an investigation.

Please return one signed and dated copy of this letter as the foregoing represents our agreement.

Very truly yours,



Gerald R. Hanas
General Manager

GRH/rbp/f:\p\b\844

AGREED AND ACCEPTED BY:



Richard B. Leyba

June 8, 1999
Date

To: KRP
J Lowe
DMB
K Casey
J Lowe
Bob Hecker
Berwick
12/11/00
up

✓ SIGNED
TCSA-22

TAB 1

November 2, 2000

VIA TELEFAX (708) 425-1186 AND FIRST CLASS MAIL

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div, TCU
10231 South Central Avenue
Oak Lawn, IL 60453

FILED WITH NICTD
ADMINISTRATION

DATE: 11-10-00

FORWARDED

TO: BRH.
CJB

Re: Rule 67 - New Provisions

Dear Mr. Grygiel:

The parties agree to the addition of the following paragraphs to Rule 67:

Terminal carmen who hold valid hostling licenses as of November 18, 2000, and who are assigned to terminal carmen positions will receive an arbitrary payment of Two Dollars Fifty Cents (\$2.50) per day for each day wherein they perform hostling duties starting as of November 18, 2000. This arbitrary payment is only subject to adjustment at the mutual agreement of the parties. The arbitrary payment is not subject to overtime, pyramiding, duplication, COLA, or wage adjustment. The arbitrary payment is separate from, and in addition to, the base wage rates paid to the employee. The claim for the arbitrary payment must be annotated by the employee on their time sheet and approved by the employees' supervisors. Terminal carmen receiving "hold down" payments are ineligible for the arbitrary payment for hostling.

Terminal carmen who are held from their assignment as a shop carman shall receive a "hold down" arbitrary payment. For each working day that a terminal carman is held from the opportunity to fill their awarded position or until assigned to another shop carman position, whichever occurs first, the terminal carman will receive a "hold down" arbitrary payment of Two Dollars and Fifty Cents (\$2.50) per day for the first two hundred sixty-six (266) days. For every two hundred sixty-six (266) day increment thereafter, the terminal carman arbitrary payment shall be increased an additional Two Dollars and Fifty Cents (\$2.50) per day, up to a maximum of Twenty-Five Dollars (\$25.00) per day. This arbitrary payment is only subject to adjustment at the mutual agreement of the parties. There shall be no adjustment of the arbitrary payment for overtime or COLA. The arbitrary payment is separate from, and in addition to, the base wage rates paid to the employee. An employee who accepts same may not pyramid or receive duplicate hold down payments. In the event that an employee is unable to qualify as a shop carman and returns to service as a terminal carman, the employee will no longer qualify to receive "hold down" pay.

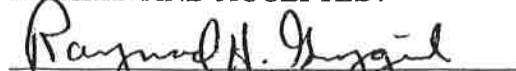
Very truly yours,



Gerald R. Hanas
General Manager

GRH/rbp/p\b\534

AGREED AND ACCEPTED:


Raymond H. Grygiel, General Chairman

11-7-2000
Date

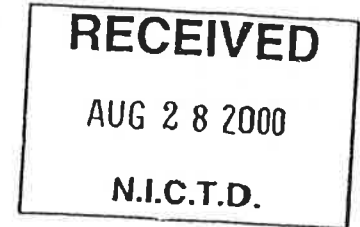


Northern Indiana Commuter Transportation District

601 NORTH ROESKE AVENUE (219) 874-4221
MICHIGAN CITY, INDIANA 46360-2669

August 28, 2000

John Conklin
Program Manager-Engineer Certification
Federal Railroad Administration
1120 Vermont Ave. NW
Mail Stop 25
Washington, DC 20590



Dear Mr. Conklin,

Pursuant to 49 CFR Part 240.103(e) effective October 1, 2000 the Northern Indiana Commuter Transportation District (NICTD) intends to modify its engineer certification submission. This modification will remove the requirement for six months experience as a car cleaner mandated under Item 1 of Section 5B, **Training, Testing and Evaluating Persons Not Previously Certified In Mechanical**. This change will broaden our access to qualified candidates considered for promotion without materially effecting the remaining training requirements.

If you have any questions regarding this change please contact myself at 219-874-4221 extension 1-224.

Sincerely,

Jeffrey S. Lowe
Assistant Chief Operating Officer

cc: Ken Peterson NICTD
Bjarne Henderson NICTD ✓
John Ochab NICTD
Robert Griffin NICTD
Robert Bernth NICTD
Dave Blackmore FRA
Robert Keppen BRC

November 2, 2000

VIA TELEFAX (708) 425-1186 AND FIRST CLASS MAIL

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div, TCU
10231 South Central Avenue
Oak Lawn, IL 60453

Re: Rule 67 - New Provisions

Dear Mr. Grygiel:

1. With respect to sixteen (16) shop carmen positions in excess of the existing nineteen (19) shop carmen (positions twenty (20) through thirty-five (35) inclusive), the District may fill these sixteen (16) additional positions without utilizing the process defined within the letter agreement dated November 12, 1981. Persons hired to fill these sixteen (16) positions who do not complete the probationary period will not count towards filling any of these sixteen (16) positions.
2. When one or more of these positions twenty (20) through twenty-seven (27) are bulletined, terminal carmen who have not selected the one (1) time bonus option defined by Letter Agreement dated June 8, 1999, are eligible to bid for these position(s). All terminal carmen are eligible to bid for positions twenty-eight (28) through thirty-five (35) inclusive. The most senior eligible terminal carman who bids for a position and who would have otherwise been awarded a position may be held from the shop carman position and retained in their current terminal carmen position. The bulletin will show that the position is temporarily filled by the direct hire and awarded to the successful bidder. For each working day that said terminal carman is held from the opportunity to fill the awarded position or until assigned to another shop carman position, whichever occurs first. The terminal carman will receive a "hold down" arbitrary payment provided at Rule 67. An employee who accepts the hold down allowance may not decline assignment to a shop carman position once a position becomes available.
3. Terminal carmen who are held from their assignment as a shop carman under the foregoing circumstances will, when released from their terminal carman position to fill the shop carman position, receive a shop carman seniority date as of the first date that they earned the hold down arbitrary payment.
4. To allow terminal carmen the opportunity to transfer as soon as practicable, the District shall hire car cleaners and terminal carmen in sufficient numbers to allow for the expeditious training of replacement terminal carmen. In the event that two (2) or more terminal carmen earn a hold down arbitrary payment for the first time on the same date, they shall be placed on the seniority list in the same order as their placement on the terminal carmen seniority list.

SENT BACK FOR
CORRECTION OF DATE
SIGNED 4/13/00

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div, TCU
November 2, 2000
Page 2

5. Persons who are hired to directly fill the sixteen (16) shop carmen positions shall have seniority as car cleaners and shop carmen as of the date of hire.
6. Car cleaners may apply for the shop carmen positions without terminal carmen training. To be considered, they must submit an application and complete an interview with the Manager of Human Resources. There shall be full consideration, but no arbitrary preference to the award of a shop carman position to any existing employee.
7. Terminal carmen receiving hold down pay will receive preference in shop carmen assignments over those accepting the option pay bonus until such time as said terminal carmen receiving hold down pay have been offered the opportunity to fill a shop carmen assignment.

Very truly yours,

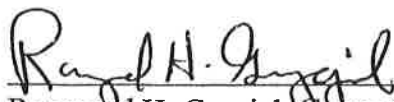


Gerald R. Hanas
General Manager

cc: Keppen, Peterson, Bernth, Lowe

GRH/rbp/p\b\535grygi.wpd

AGREED AND ACCEPTED:



Raymond H. Grygiel, General Chairman

10-7-2000
Date



NOTE

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div, TCU
November 2, 2000
Page 2

5. Persons who are hired to directly fill the sixteen (16) shop carmen positions shall have seniority as car cleaners and shop carmen as of the date of hire.
6. Car cleaners may apply for the shop carmen positions without terminal carmen training. To be considered, they must submit an application and complete an interview with the Manager of Human Resources. There shall be full consideration, but no arbitrary preference to the award of a shop carman position to any existing employee.
7. Terminal carmen receiving hold down pay will receive preference in shop carmen assignments over those accepting the option pay bonus until such time as said terminal carmen receiving hold down pay have been offered the opportunity to fill a shop carmen assignment.

Very truly yours,

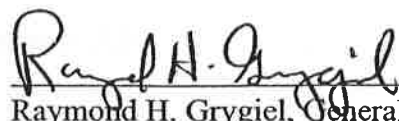


Gerald R. Hanas
General Manager

cc: Keppen, Peterson, Bernth, Lowe

GRH/rbp/p\b\535grygi.wpd

AGREED AND ACCEPTED:



Raymond H. Grygiel, General Chairman

11-7-2000
~~10-7-2000~~

Date





NORTHERN INDIANA
COMMUTER TRANSPORTATION DISTRICT

February 21, 2001

33 E. U.S. HIGHWAY 12 • CHESTERTON, INDIANA 46304-3514

PHONE: 219.926.5744 • FAX: 219.929.4438

CERTIFIED MAIL - RETURN RECEIPT REQUESTED - 7099 3400 0016 7523 7074

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div., TCU
10231 South Central Avenue
Oak Lawn, IL 60453

Re: Emergency Terminal Carmen

Dear Mr. Grygiel:

The following arrangements are proposed to address the District's temporary shortage of terminal carmen:

- (1) Notice would be issued to all current shop carmen who have previously served as terminal carmen (except those who have signed agreements waiving their rights to return to terminal carmen duties) offering them the opportunity to requalify as terminal carmen. The terminal carmen will then respond by checking the reply portion of the notice with a "yes" or "no" in the blocks provided -- and return one copy of the notice to their supervisors.
- (2) Eligible shop carmen who sign up for the opportunity to requalify as terminal carmen will be trained and requalified as soon as possible. They will receive their current rate of pay for training that occurs during their shift. If they are required to train outside of the hours of their normal shop carman shift, they will receive compensation for the hours outside of their normal shift at the overtime rate. Once the employee completes training, they will be placed on the emergency terminal carmen roster.
- (3) To fill positions, employees will be called in the following order:
 - (a) Fill using the assigned incumbents on the position.
 - (b) Fill from volunteers in the existing list of available terminal carmen. A terminal carman is not available if they cannot complete the full tour of duty or if the emergency assignment would conflict with their regular assignment the following day.

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div., TCU
February 21, 2001
Page 2

(c) Fill from the list of available emergency terminal carmen. An emergency terminal carman is not available if they cannot complete the full tour of duty or if the emergency assignment would conflict with the hours of service rules or their regular assignment the following day.

(d) Fill using volunteers from (b) who can cover a part of the assignment. Then, if the assignment cannot be filled using carmen identified in (b); use a combination of carmen from (b) and (c); then (c) above.

Note: The parties have differing views regarding forced assignment of overtime. This letter should not be read to reflect any agreement by either the District or the Organization as reflective of their position on the matter of forced assignment of overtime.

(4) If a shop carman performs emergency terminal carman work, and such emergency carman work prevents him/her from reporting for duty at their assigned time, the terminal carman will receive arbitrary straight time payments to the extent necessary to bring their earnings up to forty (40) straight time hours per week plus such earnings at the time and half rate earned as an emergency terminal carman. The employee will be expected to report for their shop carman position as soon after their rest period is completed to finish the balance of their shift unless otherwise excused by their immediate supervisor. The employee is also required to report to their regular assignment for the portion of time not in conflict.

Example: A shop carman holds a 7 am to 3 pm Monday-Friday bid position and agrees Monday afternoon to fill a terminal carman position at Randolph Street on Tuesday with hours from 3 pm to 11 pm. He also has no hours of service conflict with working as a shop carman on Tuesday from 11 am to 3 pm. He comes into the shop on Tuesday at 11 am, and works or travels as a shop carman until 3 pm. He then fills the 3 pm to 11 pm position at Randolph Street Station. He takes the train back to Michigan City and arrives at Michigan City at 1 am on Wednesday. Under the hours of service regulations, his travel time home to Michigan City is paid at the overtime rate as "dead head" or "limbo" time. By law, he must have ten (10) hours rest and remain off duty until 11 am Wednesday morning. Furthermore, in order for him to cover the assignment, he had to lay off his regular assignment on Tuesday until 11 am to have enough hours to work the 3 pm to 11 pm position. In this circumstance, the shop carman would receive an arbitrary payment of four (4) straight time hours for the time that he was unable to work as a shop carman on Tuesday (7 am to 11 am) and four (4) straight time hours for the time on Wednesday that he was required to rest (7 am to 11 am).

SUPPLEMENT NO. 5
(Rule 117)

Shop Crafts Vacation Agreement

The following represents a synthesis in one document form for the convenience of the parties of the current Vacation Agreement provisions for Shop Craft employees. The material came from the National Vacation Agreement of December 17, 1941 and amendments thereto.

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

(Revised December 7, 1981 IBBISBBF&H)

(Revised December 11, 1981 IBEW; BRC of US&C; IAMAW; SMWIA)

- (d) Effective with the calendar year 1982, an annual vacation of twenty (20) consecutive workdays 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 workdays 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 workweeks.
- (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 Service 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.

Revised December 7, 1981 (IBBISBBF&H)
December 11, 1981 (IBEW; BRC of US&C;
IAMAW; SMWIA)

CHARLES I. HOPKINS, Jr.
Chairman

ROBERT BROWN
Vice Chairman

D. P. LEE
General Counsel

J. F. GRIFFIN
Director of Labor Relations

December 6, 1978

Agreement - Railway Employees' Department AFL-CIO
National Wage and Rules Case

CIRCULAR NO. 651-9

TO MEMBER ROADS:

Reference is made to our circulars of the 651 series in regard to the national wage and rules case involving employees represented by the four shop crafts organizations comprising the Railway Employees' Department, AFL-CIO.

Agreement was entered into today in disposition of this case, a copy of which is attached with the names of the signatories typed in. All of the signatories were not immediately available and we are in the process of obtaining the additional signatures. However, the Agreement is in effect and signed copies will be forwarded to you shortly.

Involved member roads were informed today by telephone and telex as follows:

"Agreement signed today with Railway Employees Department, AFL-CIO, representing the four federated shop craft organizations in disposition of national wage and rules case. Circular transmitting agreement to you today. Wage portion is pattern such as in BMW and BRS Agreements. However, commitment made to RED that every effort would be made to get back pay checks, if only on partial payment basis, in hands of employees before Christmas. Method of payment to be determined by each individual railroad. This could be done, for example, by a lump sum payment or a percentage such as five percent of 1978 gross compensation to employees on current payroll or the actual computation. Your cooperation in this regard is most important."

RAB
Ann

Under Article IV - Part A. Health and Welfare Benefits - of this Agreement, Section 3, Eligibility, Provides -

"The provision under which a new employee becomes a Qualifying Employee, and may become insured and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 30 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after January 1, 1979) will become a qualifying employee on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship."

As indicated in Section 1 of Part A, detailed contract language specifying the new benefits and the changes in existing benefit and eligibility provisions is to be worked out by the Joint Policyholder Committee with The Travelers Insurance Company. This provision cannot be implemented until that has been accomplished. Accordingly, the current practice as to eligibility of new employees should be continued until you are advised otherwise by this office.

Yours truly,

J. F. GRIFFIN

Director of Labor Relations

MEDIATION AGREEMENT

THIS AGREEMENT, made this 6th day of December, 1978, by and between the participating carriers listed in Exhibit A, attached hereto and made a part hereof, and represented by the National Carriers' Conference Committee, and the employees of such carriers shown thereon and represented by the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the Brotherhood Railway Carmen of the United States and Canada, the International Brotherhood of Electrical Workers, and the International Brotherhood of Firemen and Oilers, operating through the Railway Employees' Department, AFL-CIO, witnesseth:

IT IS HEREBY AGREED:

ARTICLE I - GENERAL WAGE INCREASES

Section 1 - First General Wage Increase

Effective April-1, 1978, all hourly, daily, weekly, monthly and piece work rates of pay in effect on March 31, 1978, for employees covered by this Agreement other than freight carmen shall be increased in the amount of 3 percent, applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of pay of freight carmen shall be increased by the money amount of increase in the rates of pay of passenger carmen, so that the money differential existing as of March 31, 1978 between the rates of passenger carmen and the rates of freight carmen will be preserved. The amount of any cost-of-living allowance which remained in effect after a portion of the allowance was incorporated into basic rates pursuant to Article II, Section 1(d) of the Agreement of December 4, 1975 will not be included with basic rates in computing the amount of this increase.

Section 2 - Second General Wage Increase

Effective October 1, 1978, all hourly, daily, weekly, monthly and piece work rates of pay in effect on September 30, 1978, for employees covered by this Agreement other than freight carmen shall be increased in the amount of 2 percent, applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of pay of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The amount of any cost-of-living allowance which remains in effect after a portion of the allowance was incorporated into basic rates pursuant to Article II, Section 1(f) hereof, will not be included with basic rates in computing the amount of this increase.

Section 3 - Third General Wage Increase

Effective July 1, 1979, all hourly, daily, weekly, monthly and piece work rates of pay in effect on June 30, 1979, for employees covered by this Agreement other than freight carmen shall be increased in the amount of 4 percent, applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of pay of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The amount of any cost-of-living allowance which may remain in effect after a portion of the allowance has been incorporated into basic rates pursuant to Article II, Section 1(f) hereof, will not be included with basic rates in computing the amount of this increase.

Section 4 - Fourth General Wage Increase

Effective July 1, 1980, all hourly, daily, weekly, monthly and piece work rates of pay in effect on June 30, 1980, for employees covered by this Agreement other than freight carmen shall be increased in the amount of 5 percent, applied so as to give effect to this increase in pay irrespective of the method of payment. Rates of pay of freight carmen shall be increased in the same manner as provided in Section 1 hereof. The amount of any cost-of-living allowance which may remain in effect after a portion of the allowance has been incorporated into basic rates pursuant to Article II, Section 1(f) hereof, will not be included with basic rates in computing the amount of this increase.

Section 5 - Application of Wage Increases

Except as provided in the second sentence of Section 1, the increases provided for by Sections 1 through 4 above shall be applied as follows:

- (a) Hourly Rates - Add the specified percent to the existing hourly rates of pay.
- (b) Daily Rates - Add the specified percent to the existing daily rates of pay.
- (c) Weekly Rates - Add the specified percent to the existing weekly rates of pay.
- (d) Monthly Rates - Add the specified percent to the existing monthly rates of pay.
- (e) Disposition of Fractions - Rates of pay resulting from the application of paragraphs (a) to (d), inclusive, above which end in fractions of a cent shall be rounded to the nearest whole cent: fractions less than one-half cent shall be dropped, and fractions of one-half cent or more shall be increased to the nearest full cent. -
- (f) Piece Work - Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.
- (g) Deductions - Insofar as concerns deductions, which may be made from the rates resulting from the increases herein granted, under Section 3(m) of the Fair Labor Standards Act of 1938, they may continue to be made to the extent that such deductions were being legally made as of August 31, 1941.
- (h) Application of Wage Increases - The increases in wages provided for in this Article I shall be computed in accordance with the wage or working conditions agreement in effect, between each carrier and the labor organization party hereto. Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered will not be increased. Overtime hours will be computed in accordance with the individual schedules for all overtime hours.
- (i) Wage rates resulting from the increases provided for in this Article I, and in Section 1(f) of Article II, will not be reduced under Article III.

ARTICLE II - COST-OF-LIVING ADJUSTMENT

Section 1 - Amount and Effective Dates of Cost-of-Living Adjustments

(a) A cost-of-living adjustment increase of 19 cents per hour, based upon the increase in the Consumer Price Index (old series) between March 1977 and September 1977, will be made effective as of January 1, 1978. The amount of such adjustment will be added to the cost-of-living allowance of 15 cents per hour which became effective December 31, 1977 resulting from incorporation into basic rates of 16 cents per hour effective that date, as provided in Article II, Section 1(d)(iii) of the 1975 General Wage Increase Agreement and the Letter of Understanding of September 6, 1977 as to the amount to be so incorporated. As result of such adjustment, the cost-of-living allowance effective January 1, 1978 will be 34 cents per hour.

(b) A further cost-of-living adjustment increase of 19 cents per hour, based upon the increase in the Consumer Price Index between September 1977 (old series) and March 1978 (using the old series CPI for September-December 1977 and the new CPI-W identified in paragraph (c) below for January-March 1978), will be made effective as of July 1, 1978. The amount of such adjustment will be added to the cost-of-living allowance of 17 cents per hour which will become effective as of June 30, 1978 resulting from incorporation into basic rates of 17 cents per hour of the cost-of-living allowance effective that date, as provided in paragraph (f)(i) below. As result of such adjustment, the cost-of-living allowance effective July 1, 1978 will be 36 cents per hour.

(c) The cost-of-living allowance resulting from the adjustments provided for in paragraphs (a) and (b) above will subsequently be adjusted, in the manner set forth in and subject to all the provisions of paragraphs (g) and (h) below, on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers (Revised series) (CPI-W)" (1967 = 100), U.S. Index, all items - unadjusted, as published by the Bureau of Labor Statistics, U. S. Department of Labor, and hereinafter referred to as the BLS Consumer Price Index. The first such cost-of-living adjustment shall be made effective January 1, 1979, based (subject to paragraph (g)(i) below) on the BLS Consumer Price Index for September 1978 as compared with the index of 189.7 for March 1978. Such adjustment and further cost-of-living adjustments will be made effective the first day of each sixth month thereafter based on the change in the BLS Consumer Price Index during the respective measurement periods shown in the following table subject to the exception in paragraph (g)(ii) below, according to the formula set forth in paragraph (h) below:

<u>Measurement Periods</u>		<u>Effective Date of Adjustment</u>
<u>Base Month</u>	<u>Measurement Month</u>	
(1)	(2)	(3)
March 1978	September 1978	January 1, 1979
September 1978	March 1979	July 1, 1979
March 1979	September 1979	January 1, 1980
September 1979	March 1980	July 1, 1980
March 1980	September 1980	January 1, 1981

(d) While a cost-of-living allowance is in effect, such cost-of-living allowance will apply to straight-time, overtime, vacations, holidays and to special allowances and arbitraries in the same manner as basic wage adjustments have been applied in the past.

(e) The amount of the cost-of-living allowance, if any, which will be effective from one adjustment date to the next may be equal to, or greater or less than, the cost-of-living allowance in effect in the preceding adjustment period.

(f)(1) Effective as of June 30 and December 31 of each year, 50% of the cost-of-living allowance then in effect will be incorporated into basic rates of pay for all purposes, and the cost-of-living allowance will be reduced by 50%.

(ii) If as of June 30 or December 31 of any year prior to the incorporation referred to in subparagraph (i) the amount of the cost-of-living allowance in effect should be an odd number of cents, the amount which will be rolled into basic rates of pay will be the number of whole cents next above 50% of the amount of the cost-of-living allowance then in effect, and the cost-of-living allowance will be reduced by that amount.

(iii) The provisions of this paragraph (f) will have no effect on the amount of cost-of-living allowance in effect as of March 31, 1981. Disposition of that allowance or any portion thereof will remain for handling in connection with notices which may be served on or after January 1, 1981.

(g) Cap. (i) In calculations under paragraph (h) below, the maximum increase in the BLS Consumer Price Index (C.P.I.) which will be taken into account will be as follows:

<u>Effective Date</u> <u>of Adjustment</u> (1)	<u>Maximum C.P.I. Increase</u> <u>Which May Be Taken into Account</u> (2)
January 1, 1979	4% of March 1978 CPI
July 1, 1979	8% of March 1978 CPI, less increase from March to September 1978
January 1, 1980	4% of March 1979 CPI
July 1, 1980	8% of March 1979 CPI, less increase from March to September 1979
January 1, 1981	4% of March 1980 CPI

(ii) If the increase in the BLS Consumer Price Index from the base month of March 1978 to the measurement month of September 1978, or from the base month of March 1979 to the measurement month of September 1979, exceeds 4% of the March base index, the measurement period which will be used for determining the cost-of-living adjustment to be effective the following July 1 will be the twelve-month period from such base month of March; the increase in the index which will be taken into account will be limited to that portion of increase which is in excess of 4% of such March base index, and the maximum increase in that portion of the index which may be taken into account will be 8% of such March base index less the 4% mentioned in the preceding clause, to which will be added any residual tenths of points which had been dropped under paragraph (h) below in calculation of the cost-of-living adjustment which will have become effective the January 1 during such measurement period.

(iii) Any increase in the BLS Consumer Price Index from the base month of March 1978 to the measurement month of March 1979 in excess of 8% of the March 1978 base index, or from the base month of March 1979 to the measurement month of March 1980 in excess of 8% of the March 1979 base index, will not be taken into account in the determination of subsequent cost-of-living adjustments.

(h) Formula. The number of points change in the BLS Consumer Price Index during a measurement period, as limited by paragraph (g) above, will be converted into cents on the basis of one cent equals 0.3 full points. (By "0.3 full points" it is intended that any remainder of 0.1 point or 0.2 point of change after the conversion will not be counted.)

The cost-of-living allowance of 18 cents per hour which will become effective December 31, 1978 as result of application of paragraph (f)(i) will be adjusted (increased or decreased) effective January 1, 1979 by the whole number of cents produced by dividing by 0.3 the number of points (including tenths of points) change, as limited by paragraph (g) above, in the BLS Consumer Price Index during the measurement period from the base month of March 1978 to the measurement month of September 1978. Any residual tenths of a point resulting from such division will be dropped. The result of such division will be added to the amount of the allowance which will have become effective December 31, 1978 if the Consumer Price Index will have been higher at the end than at the beginning of the measurement period, and subtracted therefrom only if the index will have been lower at the end than at the beginning of the measurement period.

The same procedure will be followed in applying subsequent adjustments.

(i) Continuance of the cost-of-living adjustments is dependent upon the availability of the official monthly BLS Consumer Price Index (CPI-W) calculated on the same basis as such Index, except that, if the Bureau of Labor Statistics, U. S. Department of Labor, should during the effective period of this Agreement revise or change the methods or basic data used in calculating the BLS Consumer Price Index in such a way as to affect the direct comparability of such revised or changed index with the CPI-W Index during a measurement period, then that Bureau shall be requested to furnish a conversion factor designed to adjust the newly revised index to the basis of the CPI-W Index during such measurement period.

Section 2 - Application of Cost-of-Living Adjustments

In application of the cost-of-living adjustments provided for by Section 1 of this Article II, the cost-of-living allowance will not become part of basic rates of pay except as provided in Section 1(f). Such allowance will be applied as follows:

(a) Hourly Rates - Add the amount of the cost-of-living allowance to the hourly rate of pay produced by application of Article I and by Section 1(f) of this Article II.

(b) Daily Rates - Determine the equivalent hourly rate by dividing the established daily rate by the number of hours comprehended by the daily rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the daily rate shall be added to the daily rate produced by application of Article I and by Section 1(f) of this Article II.

(c) Weekly Rates - Determine the equivalent hourly rate by dividing the established weekly rate by the number of hours comprehended by the weekly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the weekly rate shall be added to the weekly rate produced by application of Article I and by Section 1(f) of this Article II.

(d) Monthly Rates - Determine the equivalent hourly rate by dividing the established monthly rate by the number of hours comprehended by the monthly rate. The amount of the cost-of-living allowance multiplied by the number of hours comprehended by the monthly rate shall be added to the monthly rate produced by application of Article I and by Section 1(f) of this Article II.

(e) Piece Work - Adjustment of piece-work rates of pay shall be based on the amount of increase applicable to the basic hourly rate for the class of work performed. Where piece-work rates of pay are in effect on carriers having special rules as to the application of any increase, or decrease, in such rates, such rules shall apply.

(f) Application of Wage Increases - The increases in wages produced by application of the cost-of-living allowances shall be computed in accordance with the wage or working conditions agreement in effect between each carrier and the labor organization party hereto. Special allowances not included in fixed daily, weekly or monthly rates of pay for all services rendered will not be increased.

ARTICLE III - VACATIONS

Insofar as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, as amended, that Agreement is further amended effective January 1, 1979, by substituting the following Article 1(c) and (d) for the corresponding provisions contained in Section 1 of Article III of the Agreements of October 7, 1971 and February 11, 1972:

(c) Effective with the calendar year 1979, 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 nine (9) 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 nine (9) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1979, 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 eighteen (18) 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 eighteen (18) of such years, not necessarily consecutive.

Mr. Raymond H. Grygiel
General Chairman
Milwaukee JPB, Carmen Div., TCU
February 21, 2001
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(5) Overtime earned by shop carmen as emergency terminal carmen will be counted on the shop carman overtime records.

(6) This agreement shall commence as of the date of this letter and shall run for an initial period of fifteen (15) calendar days. After the completion of said fifteen (15) calendar days, the agreement shall continue unless canceled by either party. Said agreement can be canceled after said initial period by either party with written notice to the other party delivered no earlier than five (5) calendar days prior to the proposed date of termination.

(7) Other shop carmen who have not previously qualified to become terminal carmen may provide written notice of their interest in obtaining such qualifications. The District shall give due consideration to these expressions of interest as part of its planning for the needs of its service.

(8) Compensation when a shop carman is serving as an emergency terminal carman shall be at terminal carman overtime rates. In the event that an employee renders compensated service as a combination of shop carman and emergency terminal carman positions and said work exceeds forty (40) hours in the week defined by the employee's bid position description, the excess compensated service rendered during said work week shall be paid at overtime rates.

Very truly yours,



Gerald R. Hanas
General Manager

GRH/rbp/p\b\tscslv6.wpd

AGREED:



Raymond H. Grygiel, General Chairman

2-28-01

Date







ARTICLE IV - HEALTH AND WELFARE BENEFITS; EARLY RETIREMENT MAJOR MEDICAL
EXPENSE BENEFITS; AND DENTAL BENEFITS.

PART A. HEALTH AND WELFARE BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad Employees National Health and Welfare Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Contributions to the Plan will be offset by the expeditious use of such amounts as may at any time be in Special Account A or in one or more special accounts or funds maintained by the insurer in connection with Group Policy Contract GA-23000, and by the use of funds held in trust that are not otherwise needed to pay claims, premiums or administrative expenses which are payable from trust. Detailed contract language specifying the new benefits and the changes in existing benefit and eligibility provisions is to be worked out by the Joint Policyholder Committee with the insurer.

Section 2. Benefit Changes. The following benefit changes will be made effective as of January 1, 1979:

a. Alcoholism Treatment. For treatment of alcoholism of an employee which has been diagnosed as such by the employee's attending physician, as a result of which the employee is confined at an approved treatment center which provides medical and therapeutic treatment for alcoholism under a program approved by both the attending physician and the insurer, on an in-patient basis requiring full-time participation by the patient, and certain evaluation, diagnostic and counseling services: a benefit will be provided to cover charges by the treatment center for room and board, care and treatment, exclusive of custodial care, up to \$50 per day for not more than 31 days per calendar year with a lifetime maximum of \$3,000.

b. Ambulatory Surgical Centers. Charges incurred by an employee or dependent for services rendered and supplies furnished by an approved ambulatory surgical center within the time limits and for the purposes specified in the out-patient expense provisions of the plan shall be treated as if they were hospital out-patient expenses.

c. Second Surgical Opinion. A benefit will be provided to pay reasonable charges incurred by an employee or dependent for consultations (including the reasonable charges for laboratory and X-ray examinations and other diagnostic procedures in connection therewith) with one or more qualified specialist surgeons for additional opinions as to the medical necessity for the performance of a recommended surgical procedure for which benefits are payable under the surgical expense benefits provisions of the Plan, provided the consultant surgeon examines the patient and furnishes the insurer either copy of his written report to the patient or a written report setting forth his opinion.

d. Pre-Admission Testing. Charges incurred by an employee or dependent in connection with pre-admission testing ordered by a physician will be covered as hospital in-patient expenses provided such tests are related to the performance of scheduled surgery in connection with a confirmed hospital admission, and (i) the person involved is subsequently admitted to the hospital as a resident in-patient unless the scheduled confinement is cancelled or

postponed because of the unavailability of a bed or a change in his condition which precludes surgery or (ii) the surgery is performed in an out-patient facility (which may be an ambulatory surgical center) unless there is a change in the patient's condition which precludes surgery.

e. Surgical Expense Benefit. The maximum basic benefit for a surgical procedure will be increased from \$650 to \$1,000; the maximum allowance for administration of anesthetics will be increased from \$162.50 to \$250; and the \$650 E Surgical Schedule will be replaced by a \$1,000 E Surgical Schedule.

f. Hospital Miscellaneous Benefit. The provision for reimbursement for hospital charges for medical care and treatment (other than charges for room and board, nurses', and physicians' and surgeons' fees), and the excess of charges for intensive care in an intensive care unit over the amount payable otherwise, shall be increased from "not more than \$1,000 plus 80% of the excess over \$1,000," to "not more than \$2,000 plus 80% of the excess over \$2,000."

g. Out-Patient Expense Benefit, and Supplemental Out-Patient Medical Expense Benefit. ~~The provision for reimbursement for hospital out-patient expenses, and the supplemental out-patient medical expense benefit provision, covering certain emergency medical care and treatment on account of accidental bodily injuries and additional subsequent medical care and treatment in connection with such emergency care, and medical care and treatment in connection with surgical operations, will be increased to provide for reimbursement for such expenses in full on a reasonable and customary basis (an increase from the maximum of \$100 plus 80% of the excess over \$100).~~

h. Ambulance Benefit. Necessary ambulance charges for transportation to and from hospital for an employee or dependent who is confined as a hospital in-patient, or who receives out-patient care of a nature referred to in g. above in a hospital, will be provided in full on a reasonable and customary basis (an increase from the maximum of \$25 for such benefit).

1. Physician's Fee Benefit.

(i) The maximum amount payable on behalf of an employee or dependent for physician charges for visits while the employee or dependent is confined as a hospital in-patient will be increased from \$6.00 to \$10.00 per day of such confinement, and the maximum so payable during any one period of hospital confinement will be increased from \$2,190 to \$3,650.

(ii) The maximum amount payable for physicians' office visits by an employee shall be increased from \$6.00 to \$10.00, and for home visits from \$7.50 to \$12.00, per visit limited as at present to one home or office visit per day and a maximum of 180 such visits in a 12-month period; no benefit payable for the first visit on account of injury or the first three visits on account of sickness.

j. Major Medical Expense Limit Benefit. A provision will be added to the major medical expense benefit section of the Plan to the effect that if in a calendar year a covered employee or dependent has incurred expenses not otherwise reimbursed under the Plan which aggregate \$2,000 including (1) the individual's cash deductible and (11) the individual's 20% share of coinsurance under the hospital miscellaneous benefits and major medical expense benefit provisions, all further "covered expenses" of that individual in that calendar year which would otherwise come under the 80%/20% coinsurance provisions will instead be reimbursed under the major medical expense benefit provisions on a 100% basis. The four exclusions in the major medical expense benefit section will apply to this benefit.

k. Living Tissue Donor Benefit. Benefit will be provided for the living donor of an organ or tissue to an employee or dependent covered by The Railroad Employees National Health and Welfare Plan; with respect to the donation involved, on the same basis as if the donor were himself an employee covered by the Policy Contract to the extent such donor is not covered under any other health insurance program.

Section 3. Eligibility. The provision under which a new employee becomes a Qualifying Employee, and may become insured and eligible for benefits, on the first day of the first calendar month starting after such employee has completed 30 continuous days during which he has maintained an employment relationship, will be changed to provide that a new employee (employed on or after January 1, 1979) will become a qualifying employee on the first day of the first calendar month starting after such employee has completed 60 continuous days during which he has maintained an employment relationship.

Section 4. Restructuring. The parties to this Agreement will seek to work out with the insurer reasonable and practicable arrangements designed to decrease federal income taxes payable by the insurer in connection with the Plan, to decrease the insurer's reserves for its liabilities under the Plan, or otherwise to lessen the cost of maintaining the Plan without decreasing the benefits or services that the Plan provides.

PART B. EARLY RETIREMENT MAJOR MEDICAL EXPENSE BENEFIT

Section 1. Establishment and Effective Date. The railroads will establish an Early Retirement Major Medical Benefit Plan to provide specified major medical expense benefits for certain retired or disabled railroad employees and their dependents, to become effective on the first day of the calendar month following the month in which this agreement is executed and to continue subject to the provisions of the Railway Labor Act, as amended, according to the following provisions:

a. Employees Eligible:

(1) Age. An employee who, on or after July 1, 1978, retires at or after 61 years of age under the 60/30 provisions of the Railroad Retirement Act of 1974, if immediately prior to the date he retired he was covered for employee or dependent health benefits under The Railroad Employees National Health and Welfare Plan and had a current connection with the railroad industry.

(11) Disability.

(a) An employee of a non-hospital association railroad who on or after July 1, 1978 and at or after age 61 was receiving employee health benefits (or still eligible for such benefits under the disability waiver provisions) under The Railroad Employees National Health and Welfare Plan, and who meets the requirements of subparagraph (c) below.

(b) An employee of a hospital association railroad who would have met the requirements of subparagraph (a) above in full if he had been an employee of a non-hospital association railroad, and who meets the requirements of subparagraph (c) below.

(c) To be eligible as a disabled employee, an employee must, in addition to fulfilling the requirements of subparagraph (a) or subparagraph (b) above, -

(1) solely because of his disability be prevented from working in his regular occupation;

(2) be entitled to an annuity by reason of disability under the Railroad Retirement Act of 1974; however, he need not have filed application for disability annuity under the Railroad Retirement Act if he is receiving sickness benefits under the Railroad Unemployment Insurance Act, but when he is no longer receiving such sickness benefits if he does not apply for such disability annuity his eligibility under the Plan will terminate;

(3) have had a current connection with the railroad industry on the date immediately prior to the date on which he became entitled to such disability annuity; and

(4) have had by his eligibility date a total period, consisting of his railroad service prior to the onset of such disability plus the period of such disability itself, totaling not less than 30 years.

b. Dependents Eligible: Spouse and dependent children of eligible employees who are within definition of "dependent" in The Railroad Employees National Health and Welfare Plan.

c. Scope of Coverage:

(i) Eligible employees of non-hospital association railroads, and, to the extent provided in Section 3, of hospital association railroads.

(ii) Dependents of eligible employees of either hospital association or non-hospital association railroads.

d. Duration of Coverage:

(i) Coverage for all covered employees and dependents will begin when the employee becomes eligible under paragraph a., but not

earlier than the effective date, and except that an employee's or dependent's coverage will not begin earlier than such employee's or dependent's eligibility for benefits under The Railroad Employees National Health and Welfare Plan ceases.

(ii) Coverage for covered employees will terminate on the earlier of -

(a) The date the employee becomes eligible for Medicare (even though his coverage may not yet have begun, e.g., if a disabled employee becomes eligible for Medicare before he becomes eligible under paragraph a.), or

(b) The date the employee's Railroad Retirement annuity terminates.

(iii) Coverage for all dependents of an employee will terminate on the earlier of -

(a) The date the employee's coverage terminates for any cause other than (1) death or (2) eligibility for Medicare by reason of disability, or

(b) If the employee predeceases dependent(s), or becomes eligible for Medicare by reason of disability, the date the employee would have become eligible for Medicare by reason of age if he had not died.

(iv) Coverage for any dependent will terminate if such individual dependent, while covered, -

(a) becomes eligible for Medicare, or

(b) is no longer within the above-referred-to definition of dependent, or

(c) is the widow or widower of a covered employee and remarries.

Note: As used in this paragraph d. Duration of Coverage, "Medicare" means the full measure of benefits under the Health Insurance for The Aged and Disabled Program under Title XVIII of the Social Security Act, as amended and as it may be further amended, which are normally available to an individual at age 65 or on general disability. Benefits under the Plan will be so adjusted to avoid duplication between Plan benefits and any other Medicare benefits.

e. Plan:

(1) Elements:

(a) Deductible: \$100 per calendar year for each individual.

(b) Coinsurance proportions: 80/20, except 65/35 for out-of-hospital mental-nervous treatments.

(c) Lifetime benefit limit: \$50,000 for each individual.

(11) Benefits: Covered benefits will be benefits of the same categories as are covered major medical expense benefits under The Railroad Employees National Health and Welfare Plan.

(11i) The same Coordination of Benefits provisions as in Group Policy Contract GA-23000 will be included.

Section 2. Administration.

a. The railroads, which will be sole policyholder, will work out arrangements for the Plan to be administered and insurance thereunder to be provided by the same insurer as is handling those functions under The Railroad Employees National Health and Welfare Plan.

b. The railroads will work out with the insurer detailed contract language setting forth the eligibility and benefit provisions.

c. The insurer will furnish financial data, statistical and actuarial reports, and claim experience information to the organizations in the same detail and at the same time that it furnishes such data to the railroads.

d. Any dividends or retroactive rate refunds or credits will be paid into a special fund or account held by the insurer or into a trust established in connection with the Plan. Withdrawals may be made from such fund, account or trust only to provide or finance benefits.

Section 3. Employees of Hospital Association Railroads.

Hospital association railroads will pay the respective hospital associations such portion of the cost of the plan as is attributable to coverage for retired employees (but not for their dependents) ~~contingent on commitments* from the hospital associations~~ to provide benefits similar to those provided by the plan to such retired employees of the respective railroads as meet the above eligibility requirements and were members of the hospital association. In absence of such a commitment, no payment such as provided for in this paragraph shall be made to the hospital association involved, and the employees involved will be regarded as employees of a hospital association railroad for purposes of eligibility for early retirement medical benefits but shall be provided such benefits under the national plan the same as employees of non-hospital association railroads. On a railroad on which the hospital association has furnished such a commitment, individual retired or disabled employees who had not been members of the hospital association or who had been such members but elected to leave the association on discontinuing active railroad service, or who forego association benefits, will not have an option of electing coverage under the national plan; nor on a railroad on which there has been no such commitment from the hospital association will individual employees have an option of electing hospital association coverage in place of coverage under the national plan.

*Including acceptance of the following obligation: If a hospital association having furnished the commitment referred to in Section 3 should subsequently

withdraw such commitment, the employees involved will thereafter be provided their benefits under the national plan as provided in the second sentence of Section 3. If any special contribution to the national plan is required to cover any liability which the hospital association may have incurred during the period it covered the employees involved (and while it was receiving the contribution identified in the first sentence of Section 3), which liability the national plan assumes by reason of the employees' coverage being transferred from the hospital association to the national plan, such special contribution will be made by the hospital association.

PART C. DENTAL BENEFITS

Section 1. Continuation of Plan. The benefits now provided under The Railroad Employees National Dental Plan, modified as provided in Sections 2 and 3 below, will be continued subject to the provisions of the Railway Labor Act, as amended. Detailed contract language specifying the changes in existing benefit and eligibility provisions is to be worked out by the Policyholder with the insurer.

Section 2. Benefit Changes. The following changes in the benefit area will be made effective as of January 1, 1979.

a. The maximum benefit (exclusive of any benefits for orthodontia) which may be paid with respect to a covered employee or dependent in any calendar year will be increased from \$500 to \$750 for all expenses incurred on or after January 1, 1979.

b. A limit of \$100 will be placed on the amount of the deductible per calendar year to be paid by all members of an employee's family, to apply as follows:

(i) Any covered individual who has incurred and paid \$50 of covered dental expenses in a calendar year has met the deductible with respect to himself.

(ii) When a covered employee and/or any one or more of his defined dependents have collectively incurred and paid \$100 of covered dental expenses, counting not more than \$50 with respect to any individual, in a calendar year, the deductible has been met with respect to such employee and all his defined dependents.

c. Extended coverage will be provided for disabled, pregnant, furloughed and discharged or dismissed employees on exactly the same basis as under The Railroad Employees National Health and Welfare Plan.

Section 3. Orthodontia. No change will be made with respect to benefits for orthodontia, except for the extended coverage provision described in paragraph c. of Section 2 above.

PART D. GENERAL

National Health Legislation. In the event that national health legislation should be enacted, benefits provided under The Railroad Employees National Health and Welfare Plan, The Early Retirement Major Medical Benefit Plan, and The Railroad Employees National Dental Plan with respect to a type of expense which is a covered expense under such legislation will be integrated so as to avoid duplication, and the parties will agree upon the disposition of any resulting savings.

ARTICLE V - BEREAVEMENT LEAVE

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. 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.

This Article shall become effective thirty (30) days after the date of this Agreement except on such Carriers where the organization representatives may elect to preserve existing rules or practices and so notify the authorized Carrier representative on or before such effective date.

ARTICLE VI - JURY DUTY

Insofar as applicable to the employees covered by this Agreement Article III - Jury Duty of the Agreement, of September 2, 1969, is hereby amended to read as follows:

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:

(1) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.

(2) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.

(3) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.

(4) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

(5) Except as provided in paragraph (6), an employee will not be required to work on his assignment on days on which jury duty:

(a) ends within four hours of the start of his assignment;
or

(b) is scheduled to begin during the hours of his assignment or within four hours of the beginning or ending of his assignment.

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

This Article shall become effective fifteen (15) days after the date of this Agreement.

ARTICLE VII - OFF-TRACK VEHICLE ACCIDENT BENEFITS

Paragraph (b) of Articles IV of the Agreements of October 7, 1971 and February 11, 1972 is hereby amended to read as follows:

(b) Payments to be Made:

In the event that any one of the losses enumerated in subparagraphs (1), (2) and (3) below results from an injury sustained directly from an accident covered in paragraph (a) and independently of all other causes and such loss occurs or commences within the time limits set forth in subparagraphs (1), (2) and (3) 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:

(1) 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 paragraph (a):

Loss of Life	\$150,000
Loss of Both Hands	\$150,000
Loss of Both Feet	\$150,000
Loss of Sight of Both Eyes	\$150,000
Loss of One Hand and One Foot	\$150,000
Loss of One Hand and Sight of One Eye	\$150,000
Loss of One Foot and Sight of One Eye	\$150,000
Loss of One Hand or One Foot or Sight of One Eye	\$ 75,000

"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 \$150,000 will be paid under this paragraph to any one employee or his personal representative as a result of any one accident.

(2) Medical and Hospital Care

The carrier will provide payment for the actual expense of medical and hospital care commencing within 120 days after an accident covered under paragraph (a) 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.

(3) Time Loss

The carrier will provide an employee who is injured as a result of an accident covered under paragraph (a) hereof and who is unable to work as a result thereof commencing within 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 \$150.00 per week for time lost during a period of 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.

(4) Aggregate Limit

The aggregate amount of payments to be made hereunder is limited to \$1,000,000 for any one accident and the carrier shall not be liable for any amount in excess of \$1,000,000 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 Article will become effective January 1, 1979.

ARTICLE VIII - ENTRY RATES

Section 1

Laborers, coach cleaners, helpers and upgraded mechanics will be paid as follows during their first 244 days of actual service; provided however, that this provision shall apply only to employees who enter service under agreements with the organizations signatory hereto on or after the effective date of this Article:

(a) For the first 122 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).

(b) For the second 122 days of service, such employees shall be paid 95% of the applicable rates of pay (including COLA).

NOTE: An employee will be credited with a "day of service" if he performs at least four hours of compensated service.

Section 2

When an employee has completed a total of 244 days of service in any shop craft position (or combination thereof) this Article will no longer be applicable. Employees who have had a shop craft employment relationship with the carrier and are rehired in a shop craft position shall have such previous service credited toward meeting this requirement.

Agreements which provide for entry rates lower than those provided for in this Article are preserved. However, if such agreements provide for payment at a lower rate for less than the first 244 days of service, this Article will be applicable during any portion of that period in which such lower rate is not applicable.

Section 3

The term "upgraded mechanics" as used in this Article is intended to apply to employees hired in an upgraded status without first establishing seniority as helper or apprentice, as well as those upgraded after entering service as a helper or apprentice. The term "laborer" shall include all IBF&O classifications that did not receive the five cents per hour special adjustments pursuant to the Morse Board Award and its interpretations, as expanded by the letter of understanding of December 5, 1969.

This Article is not intended to confer any right to hire employees in an upgraded status or to upgrade employees to mechanics' positions where such right does not now exist.

Section 4

This Article shall become effective 15 days after the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE IX - GENERAL PROVISIONS

Section 1 - Court Approval

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

Section 2 - Effect of this Agreement

(a) The purpose of this Agreement is to fix the general level of compensation during the period of the Agreement, and to settle the disputes growing out of the notices served upon the carriers listed in Exhibit A by the organizations signatory hereto dated on or about January 13, 1977 (wage and rules); February 15, 1977 and August 15, 1977 (health and welfare and dental), and proposals served on March 8, 1978 by the carriers for concurrent handling therewith. This Agreement shall be construed as a separate agreement by and on behalf of each of said carriers and their employees represented by the organizations signatory hereto, and shall remain in effect through March 31, 1981 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.

(b) Except as provided in paragraph (c), no party to this Agreement shall serve, prior to January 1, 1981 (not to become effective before April 1, 1981), any notice or proposal for the purpose of changing the subject matter of the provisions of this Agreement or the Organizations' notices specified in paragraph (a) above, and any proposals in pending notices relating to such subject matters are hereby withdrawn.

(c) Pending or new proposals served or to be served on individual railroads dealing with matters relating to apprenticeship, union shop and reprinting of schedule agreements are excepted from the provisions of this Article. The Section 6 notice served by the organizations on May 30, 1978 relating to changes in supplemental sickness benefits is also excepted from the provisions of this Article.

(d) During the term of this Agreement, proposals covering subject matters not specifically dealt with in paragraphs (b) and (c) of this Article served after August 10, 1978 may be progressed within, but not beyond, the specific procedures for peacefully resolving disputes which are provided for in the Railway Labor Act, as amended.

(e) Where a notice is properly served pursuant to paragraph (d) of this Article and arbitration is proffered by the National Mediation Board, such arbitration shall be held at the request of the organization on any proposal in the notice which is essentially local in character and is not a significant cost item to the carrier and on any reasonable (but not necessarily related) counterproposal served by the carrier for concurrent handling.

Where the organization has requested arbitration and there is a dispute as to whether a proposal or a counterproposal is properly served or meets the applicable foregoing criteria for arbitration, such dispute shall be referred to a committee comprised of an equal number of representatives appointed by the National Carriers' Conference Committee and the Organizations, plus a neutral member if needed, which will determine the matters in dispute.

If the parties are unable to select a neutral member to serve with the committee, either party may request the National Mediation Board to appoint such neutral member. The salary and expenses of the neutral will be paid in accordance with existing law.

If the committee determines the proposal and counterproposal, if any, to be arbitrable, such proposal or proposals will be disposed of on the property of the particular carrier under the arbitration provisions of the Railway Labor Act.

(f) Proposals properly served and progressed under paragraph (d) and subject to arbitration under the provisions of paragraph (e) which have not been resolved by March 31, 1981, may be progressed to a conclusion under the Railway Labor Act, provided advance written notice of 60 days is given to the railroad of the organization's intent to so proceed.

(g) This Article will not bar management and committees on individual railroads from agreeing upon any subject of mutual interest.

SIGNED AT WASHINGTON, D. C. THIS 6th DAY OF DECEMBER, 1978.

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A:

/s/ Charles I. Hopkins, Jr.
Chairman

FOR THE EMPLOYEES:

Railway Employees' Department, AFL-CIO

/s/ James E. Yost

FOR THE PARTICIPATING CARRIERS
LISTED IN EXHIBIT A: (cont'd.)

/s/ C. F. Burch

/s/ A. E. Egbers

/s/ F. L. Elterman

/s/ G. L. Farr

/s/ G. H. Gilmer, Jr.

/s/ C. E. Mervine, Jr.

/s/ George S. Paul

/s/ L. W. Sloan

/s/ Robert E. Upton

FOR THE EMPLOYEES: (cont'd.)

International Brotherhood of Boiler-
Makers, Iron Ship Builders, Black-
smiths, Forgers and Helpers

/s/ Harold J. Buoy

Brotherhood Railway Carmen of the
United States and Canada

/s/ O. W. Jacobson

International Brotherhood of
Electrical Workers

/s/ Andrew M. Ripp

International Brotherhood of
Firemen and Oilers

/s/ John J. McNamara

Witness:

/s/ David H. Stowe
Chairman, National Mediation Board

CHARLES I. HOPKINS, Jr.

Chairman

ROBERT BROWN
Vice ChairmanD. P. LEE
General CounselJ. F. GRIFFIN -
Director of Labor Relations

December 6, 1978

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 of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and 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 Building
Kansas City, Missouri 64112

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

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

Gentlemen:

This confirms our discussions concerning the effect of Article IX of the December 6, 1978 national agreement on local notices or proposals served by the organizations signatory hereto pending as of August 10, 1978 and identified on Attachment "A" hereto. In case any notice or proposal was omitted from the list by inadvertence, it may be included if the carriers are notified accordingly in writing within 60 days of December 6, 1978, after which the list becomes final. The fact that a notice or proposal is included in the list does not affect any party's legal, contractual or other position with respect thereto.

Proposals in such pending notices that relate to the subject matters of the provisions of the December 6, 1978 national agreement or the organizations' notices served at various times during 1977

and disposed of as part of this agreement are withdrawn and proposals on such matters shall not be served during the period covered by the moratorium provisions of such agreement.

Proposals in pending notices not barred by the moratorium provisions of this agreement are subject to the provisions of the Railway Labor Act. However, when the National Mediation Board advises the parties that it is considering a proffer of arbitration on any proposal in notices identified in the first paragraph hereof, the National Carriers' Conference Committee, or a subcommittee thereof, shall meet with the President and the executive council members of the R.E.D. for the purpose of seeking to assist the parties to the dispute in composing their differences. Unless otherwise agreed, an initial meeting shall be held within thirty days of receipt of such notification from the Board. Separate and/or joint meetings may be called with the responsible officials of the organization(s) and the carrier.

The authority and responsibility for handling pending notices or proposals referred to in Paragraph 1 hereof, and the positions of the parties with respect to such notices or proposals, will not be disturbed by this procedure and will remain vested in the responsible officials of the railroad and organization(s).

Will you please indicate your concurrence by affixing your signature in the space provided below.

Yours very truly,

C. I. Hopkins, Jr.

We concur:

/s/ James E. Yost

/s/ Harold J. Buoy

/s/ O. W. Jacobson

/s/ Andrew M. Ripp

/s/ John J. McNamara

LIST OF PENDING SECTION SIX NOTICES WITH CARRIERS
AUTHORIZING THE NRLC

CARRIER	DATE OF NOTICE	N.M.B. NUMBER	SUBJECT OF NOTICE
BN	8/14/74	NMB CASE NO. A-9791	C-of-W - all crafts
SOO	8/14/74	NMB CASE NO. A-9861	C-of-W - all crafts
Milwaukee	5/25/76		C-of-W - Communication EW
SCL	6/ 1/76		C-of-W - Communication EW
Central of Georgia	7/29/76		C-of-W - Communication EW
Southern	7/29/76 10/ 1/76	NMB CASE NO. A-10082	C-of-W - Communication EW Classification of Work - F&O
L&N	11/ 1/76		" " " "
Chgo, South Shore & South Bend	1/13/77		Expedited handling of discipline - CM
-.SF	1/14/77		C-of-W Linemen - travel exper
ICG	2/22/77		Expedited discipline & work rules
Ind. Harbor Belt	5/16/77		Revise various rules & practices
Lakefront Dock	5/16/77		" " " " "
Monongahela	5/16/77		" " " " "
Montour	5/16/77		" " " " "
Pitts. & Lake Erie	5/16/77		" " " " "
EJ&E	6/11/77		Expedited handling of discipline

CARRIER	DATE OF NOTICE	N.M.B. NUMBER	SUBJECT OF NOTICE
Belt Rwy of Chgo.	6/11/77		Expedited handling of discipline
Chgo. West Pullman & Southern	6/11/77		" " " "
Chgo & Western Ind.	6/11/77		" " " "
B&O Chgo Terminal	6/11/77		" " " "
River Terminal	6/ 4/77		EW - Expedited discipline Local W-R
D&H	6/ 4/77		Amend various rules
NY Sus. & Western	6/ 4/77		" " " "
SOO	6/30/77		" " " "
SOO	6/30/77		CM Apprentice training
B&O Staten Island	7/ 5/77		Foremen overtime
N&W	7/26/77		Expedited handling of discipline
BN	8/ 1/77		Amend various rules
BN	8/ 1/77		CM apprentice training
Missouri-Ill.	8/ 1/77		Expedited handling of discipline
MOP	8/ 1/77		" " " "
Union Terminal St. Jos. Belt	8/ 1/77		CM expedited discipline
CE&I (MOP)	8/ 1/77		Expedited handling of discipline
T&P	9/ 1/77		" " " "
St. Louis - San Francisco	10/11/77	NMB CASE NO. A-10337	Expedited discipline rule
SP (T&L)	11/23/77		Discipline
Jt. Tex. Division	1/18/78		Discipline & work rules, BB EW CM
Ft. Forth & Denver	1/18/78		Discipline - all
N&W	1/19/78		EW Communication workers Scope rule

CARRIER	DATE OF NOTICE	N.M.B. NUMBER	SUBJECT OF NOTICE
Illwaukee	1/31/78		C-of-W rules
INW	1/31/78		" "
UP	2/13/78		" "
AT&SF	4/ 7/78		F&O work protection
LAJCT	4/ 7/78		" " "
N&W	4/11/78		Investigations and work rules
MOP	5/10/78		All crafts reprint agrmt. Payday and expense checks
Missouri-Ill.	5/10/78		" " " "
A&S	5/10/78		" " " "
Union Terminal St. Jos. Belt	5/10/78		" " " "
C&EI	5/10/78		" " " "
MOP	5/10/78		F&O work preservation
AS	5/10/78		" " " "
EI	5/10/78		" " " "
Missouri-Ill.	5/10/78		" " " "
MOP	5/30/78		EW communication workers Payday and expenses
EJ&E	6/ 9/78		Section 7 violation
L&N	6/12/78		F&O work preservation
ICG-	6/19/78		" " "
Waterloo	6/19/78		" " "
New Orleans Pub. Belt	6/19/78		" " "
Southern System	6/26/78		" " "
ICG	6/30/78		F&O protect hostler rates of pay
KCT	7/10/78		F&O work preservation
CS La & Ark. KCSJtA	7/11/78		" " "
N&W	7/10/78		F&O work preservation, various rules

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 work week 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, stepparents or stepchildren?

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

CARRIER	DATE OF NOTICE	N.M.B. NUMBER	SUBJECT OF NOTICE
ICG	7/20/78		EW various rules
ICG	7/24/78		EW Apprentice training
L&N	8/ 7/78		Discipline & pay off
Monongahela	8/ 9/78		F&O work preservation
Montour	8/ 9/78		" " "
Indiana Harbor Belt	8/ 9/78		" " "
Pittsburg & Lake Erie	8/ 9/78		" " "
Southern Pacific	8/10/78		F&O pay reclassification, seniority retention, work preservation, amend various rules
Western Pacific	8/10/78		F&O seniority retention, work preservation