

AGREEMENT

between

THE CHICAGO SOUTHSORE &
SOUTH BEND RAILROAD

and

TRANSPORTATION COMMUNICATIONS
INTERNATIONAL UNION

CARMEN DIVISION

RAILWAY EMPLOYEES DEPARTMENT
of the AFL-CIO

RULES AND WORKING CONDITIONS

Effective December 11, 1961

Revised JAN 21 1997

with

AMENDMENTS AND SUPPLEMENTS

It is understood that this Agreement shall apply to those who perform the work specified in this Agreement in the Maintenance of Equipment and all other Departments of this Company wherein work by this Agreement is performed.

INDEX

	PAGE
GENERAL RULES	
RULE 1: BASIC WORK WEEK AND HOURS OF SERVICE	3-5
RULE 2: SHIFTS - STARTING TIME	5
RULE 3: OVERTIME	5-6
RULE 4: HOLIDAYS	6
RULE 5: OVERTIME OUTSIDE BULLETINED HOURS	7
RULE 6: LUNCH PERIOD	7
RULE 7: EMERGENCY SERVICE	7 - 8
RULE 8: (DELETED) See Rule 3	8
RULE 9: TEMPORARY VACANCIES	8
RULE 10: CHANGING SHIFTS	8 - 9
RULE 11: OVERTIME, REGULARLY ASSIGNED ROADWORK, HOURLY BASIS	9
RULE 12: FILLING VACANCIES	9
RULE 13: BULLETIN POSITIONS / NEW JOBS	9-10
RULE 14: VACATIONS (See Supplement B)	10
RULE 15: OFFICIAL POSITIONS	10-11
RULE 16: EMPLOYEES TRANSFERRING FROM ONE CLASSIFICATION TO ANOTHER	11
RULE 17: LEAVE OF ABSENCE	11-13

RULE 18:	ATTENDING COURT	13
RULE 19:	PAYMENT FOR TIME	13
RULE 20:	REDUCTION OF FORCES	14
RULE 20 1/2:	USE OF FURLOUGHED EMPLOYEES TO PERFORM EXTRA AND RELIEF WORK	14-15
RULE 21:	EMERGENCY FORCE REDUCTIONS	15-16
RULE 22:	(DELETED) (See Rule 20)	16
RULE 23:	SENIORITY	16
RULE 24:	ASSIGNMENT OF WORK - USE OF SUPERVISORS	16-17
RULE 25:	ASSIGNMENT OF WELDING WORK	17
	ATTACHMENTS TO RULE 25	18-21
RULE 26:	TERMINATION OF SENIORITY	22
RULE 27:	GRIEVANCES	22-23
RULE 28:		23
RULE 29:		23
RULE 30:		23
RULE 31:	COMMITTEES	24
RULE 32:	WORKING CONDITIONS	24
RULE 33:	PERSONAL INJURIES	24
RULE 34:	NOTICES	24
RULE 35:	TRANSPORTATION	24

RULE 36:	PROTECTION TO EMPLOYES	25
RULE 37:		25
RULE 38:		25
RULE 39:		25
RULE 40:		25
RULE 41:		25
RULE 42:	MACHINISTS SPECIAL RULES QUALIFICATIONS	25 - 26
RULE 43:	CLASSIFICATION OF WORK	26
RULE 44:	MACHINISTS' HELPERS	27
RULE 45:	(DELETED)	27
RULE 46:	(DELETED)	27
RULE 47:	(DELETED)	27
RULE 48:	(DELETED)	27
RULE 49:	(DELETED)	27
RULE 50:	(DELETED)	27
RULE 51:	CARMEN'S SPECIAL RULES QUALIFICATIONS	27
RULE 52:	CLASSIFICATION OF WORK	27 - 29
RULE 53:	(DELETED)	29
RULE 54:	CARMEN HELPERS / CLEANERS	29
RULE 54 1/2:	TERMINAL CARMEN	29 - 30

RULE 55:	INSPECTORS	30 - 32
RULE 56:		32
RULE 57:	PROTECTION FOR REPAIRMEN	33
RULE 58:		33
RULE 59:	MISCELLANEOUS	33
RULE 60:		33
RULE 61:		33
RULE 62:	INCIDENTAL WORK RULE	33 - 34
RULE 63:	SUBCONTRACTING	34 - 39
RULE 64:	RATE PROGRESSION - NEW HIRES	39 - 40
RULE 65:		40
RULE 66:		40
RULE 67:		40
RULE 68:	REVISION OF AGREEMENT	41
SUPPLEMENT A:	HOLIDAY PAY PROVISIONS	1 - 5
SUPPLEMENT B:	SHOP CRAFTS VACATION AGREEMENT	1 - 4
SUPPLEMENT C:	DENTAL BENEFITS	1 - 5
SUPPLEMENT D:	MEDICAL DISQUALIFICATIONS APPEAL PROCEDURES	1 - 2
SUPPLEMENT E:	UPGRADING CARMEN HELPERS AND APPRENTICES	1
SUPPLEMENT F:	UNION SHOP AGREEMENT	1 - 12

SUPPLEMENT G: HEALTH AND WELFARE 1 - 4

COMPENDIUM OF SIDE LETTER AGREEMENTS
TABLE OF CONTENTS 1 - 2

TCSA-1	1
TCSA-2	1
TCSA-3	1
TCSA-4	1
TCSA-5	1
TCSA-6	1
TCSA-7	1 - 2
TCSA-8	1 - 2
TCSA-9	1
TCSA-10	1
TCSA-11	1 - 2
TCSA-12	1

AGREEMENT OF DECEMBER 21, 1995
WAGES, HEALTH & WELFARE 1 - 4

PREAMBLE

The welfare of the Chicago SouthShore and South Bend Railroad and its employees is dependent largely upon service which the railroad renders the public. Improvements in this service and economy in operating and maintenance expenses are promoted by willing co-operation between the railroad management and the voluntary Organizations of its employees. When the groups responsible for better service and greater efficiency share fairly in the benefits which follow their joint efforts, improvements in the conduct of the railroad are greatly encouraged. The parties to this Agreement recognize the foregoing principles and agree to be governed by them in their relations.

RULE 1

Hours of Service

Eight (8) hours shall constitute a day's work. All employees coming under the provisions of this Agreement, except as otherwise provided in this schedule of rules, or as may hereafter be legally established between the Carrier and its Employees, shall be paid on the hourly basis.

A work week shall consist of forty (40) hours of service, consisting of five (5) days of eight (8) hours each and two (2) consecutive days off in each seven (7) days subject to the exceptions outlined in this rule. The work weeks may be staggered in accordance with the Carrier's operational requirements: so far as practicable, the days off shall be Saturday and Sunday.

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

Five Day Positions

On positions, the duties of which can reasonably be met in five days, the days off shall be Saturday and Sunday.

Six Day Positions

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

Seven Day Positions

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

Relief Assignments

All possible regular relief assignments with five days of work and two consecutive rest days will be established to do the work necessary on rest day assignments in six and seven day positions or combinations thereof, or to perform relief work on certain days and such other type of work on other days as may be assigned under individual Agreements.

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

Deviation from Monday-Friday Week

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

Non-Consecutive Rest Days

The typical work week is to be one with two consecutive days off, and it is the Carriers obligation to grant this. Therefore, when an operational problem is met which may affect the consecutiveness of the rest days of positions or assignments of Five, Six and Seven Day Positions, the following procedure shall be used:

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

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

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

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

The least desirable solution of the problem would be to work some regular employees on the sixth or seventh days at overtime rates and thus withhold work from additional relief men.

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

Beginning of Work Week

The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work.

Forty-hour Week

Forty (40) hours shall constitute a week's work, all work performed in excess of forty (40) hours in any work week shall be paid for at the rate of time and one-half except where such work is caused by changes made by employees in exercising their seniority rights and except where such work is performed by an employee due to moving from one assignment to another in which case the sixth and/or seventh day will be paid for on a straight time basis.

Rest Days

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

Rule 2 Starting Time

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

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

Rule 3 Overtime

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

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

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

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

There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight (8) paid for at overtime rates on holidays or for changing shifts, be utilized in computing the forty (40) hours per week, nor shall time paid for in the nature of arbitraries or special allowances such as attending court, deadheading, travel time, etc., be utilized for this purpose, except when such payments apply during assigned working hours in

lieu of pay for such hours, or where such time is now included under existing rules in computations leading to overtime.

Employees sent out on the road for emergency service, will be paid as follows:

Overtime rates for all overtime hours and straight time for the recognized straight time hours at home station, whether working, waiting or traveling, except when relieved from duty, they will not be paid for such time relieved, provided that in no case shall an employee receive less than his regular assigned hours, at home station, at straight time rates, for each twenty-four hours held away from home station.

Where meals and lodging are not provided by the company, actual expenses will be allowed.

Distribution of Overtime

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

Rule 4 Holidays (Supplement No. A)

Rest Day and Holiday Work

Service performed by an employee on his first assigned rest day and/or designated holidays, shall be paid for at the rate of time and one-half.

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

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

Sunday and holiday work will be required only when absolutely essential to the continuous operation of the railroad.

Employees will be allowed holiday pay benefits as provided in Supplement No. 4A.

Rule 5

Overtime Outside Bulletined Hours

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

Employees shall not be required to render service for more than two (2) hours immediately following and continuous with regular working day hours without being permitted to go to meals. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

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

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

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

Except as otherwise provided for in this rule, all time beyond sixteen (16) hours computed from starting time of employee's regular shift and continuous therewith, shall be paid for at the rate of double time.

Rule 6

Lunch Period

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

Rule 7

Emergency Service

An employee, regularly assigned to a shop, enginehouse, repair track or inspection point, when called for emergency road work away from such shop, enginehouse, repair track or inspection point, will be paid from the time called to leave home station, (with a maximum of one (1) hour prior to arrival at headquarters), until his return for all time worked in accordance

with practice at home station and will be paid straight time rate for straight time hours and overtime rate for overtime hours for all time working, waiting, or traveling.

Employees will on their return deliver tools at point designated.

Wrecking service employees will be paid in accordance with this rule.

Rule 8
DELETED
(See Rule 3)

Rule 9
Temporary Vacancies

Employees sent out to temporarily fill vacancies at an outlying point or shop or sent out on a temporary transfer to an outlying point or shop will be paid continuous time from time called to leave home point, (but not more than one (1) hour prior to arrival at headquarters), to time of reporting at point to which sent, straight time to be paid for straight time hours at home station, and overtime rate for overtime hours at home station whether waiting or traveling.

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

On return trip to home point, straight time for straight time hours and overtime for overtime hours in accordance with practice of home station will be allowed up to time of arrival at home point.

The following rules are intended to provide for relief forces and to definitely establish a method of filling temporary vacancies in freight inspection, terminal carmen, terminal carmen helpers and cleaner class as follows:

Rule 10
Changing Shifts

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

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

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

Rule 11

Overtime, Regularly Assigned Roadwork, Hourly Basis

Employees regularly assigned to road work whose tour of duty is regular and who leave and return to home station daily, (a boarding car to be considered a home station) shall be paid continuous time from the time of leaving the home station to the time they return, whether working, waiting, or traveling, exclusive of the meal period as follows:

Straight time for all straight time hours and overtime for overtime hours at home station. The starting time to be not earlier than 6:00 AM nor later than 8:00 AM. Where two or more shifts are worked, the starting time of each shift will be regulated accordingly.

Rule 12

Filling Vacancies

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

Rule 13

Bulletin Positions / New Jobs

1. When new jobs are created or permanent vacancies occur in the respective crafts, the oldest employees in point of service shall, if sufficient ability is shown by trial, be given preference in filling such new jobs or permanent vacancies that may be desirable to them.
2. All new jobs created or permanent vacancies will be bulletined. Bulletins must be posted five (5) days before permanent assignment is made thereunder.
3. Employees desiring to avail themselves of this rule will make written application to the official in charge and a copy of the application will be given to the local chairman or their representative.
4. All jobs in passenger yard and freight repair and inspection forces will be bulletined with Daylight Savings Time changes, or annually on May 1 if no time change is made. These changes will not constitute vacancies as per paragraphs 1 and 2.
5. A permanent vacancy exists whenever the assignment of a regular job is not being performed by the person assigned to that job because of death, resignation, or discharge.
6. A temporary vacancy exists whenever the assignment of a regular job is not being performed by the employee assigned to that job because of illness, vacation, or leave of absence.

7. All temporary vacancies of thirty (30) days or more will be bulletined and assigned as per paragraph two (2) and all jobs affected will be filled by allowing other employees to exercise their seniority.

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

9. An employee returning after leave of absence may return to former position, in which case all other employees affected will return to respective former positions, or may exercise employee's seniority if there has been a general sign up or employee's job has been abolished, or may, within five (5) days after returning, exercise employee's seniority rights to any position bulletined during such absence, in which case all employees affected may exercise their seniority in the same manner.

The company will not be penalized for employees awarded assignments under paragraph seven (7).

Rule 14
Vacations
(See Supplement B)

Vacation Increments
Effective: September 5, 1991
See Letter of Agreement

Rule 15
Official Positions

Employees accepting official positions in the Carrier's service or employment will retain their date on seniority lists.

For BRC/TCU employees the following will apply from agreement reached November 19, 1986:

1. Effective this date all employees promoted subsequent thereto to official, supervisory, or excepted positions from crafts or classes represented by the Organization signatory hereto shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to retain and continue to accumulate seniority. A supervisor whose payments are delinquent shall be given a written notice by the appropriate International Representative of the amount owed and ninety (90) days from the date of such notice to cure the delinquency in order to avoid seniority forfeiture.

2. Employees promoted prior to this date to official, supervisory, or excepted positions from crafts or classes represented by the Organization signatory hereto shall retain their

current seniority but shall be required to pay an appropriate monthly fee, not to exceed monthly union dues, in order to accumulate additional seniority.

3. This Article shall become effective on the date of this Agreement except on such Carriers where the Organization Representative may elect to preserve existing rules pertaining to employees retaining seniority after promotion to an official, supervisory, or excepted position and so notifies the authorized Carrier Representative within thirty (30) days following the date of this Agreement.

Rule 16

Employees Transferring from One Classification to Another

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

Employees transferring from one point to another in the same classification, with a view of accepting a permanent transfer, will after thirty (30) days lose their seniority in that classification at the point from which transferred and their seniority at the point to which transferred will begin on the date of transfer, seniority to govern.

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

Employees will be considered promoted after working a regular assignment made under Rule 13 for thirty (30) days or more.

Rule 17

Leave of Absence

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

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

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

Absence from Work and Leave of Absence

When requirements of the service will permit, employees, upon written request, will be granted leave of absence not to exceed ninety (90) days, with privilege of renewal. Except for sickness or physical disability, leave of absence in excess of ninety (90) days shall not be granted unless by agreement between the Carrier and the General Chairman of the Organization.

Any employee who absents himself from duty, whether on leave of absence or otherwise, for the purpose of engaging in any other trade or business without written permission from the proper Carrier Officer and the Organization's General Chairman will lose his seniority.

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.

Personal Leave

Section 1

A maximum of two days of personal leave will be provided on the following basis:

Employees who have met the qualifying vacation requirements during eight calendar years under vacation rules in effect on January 1, 1982 shall be entitled to one day of personal leave in subsequent calendar years;

Employees who have met the qualifying vacation requirements during seventeen calendar years under vacation rules in effect on January 1, 1982 shall be entitled to two days of personal leave in subsequent calendar years.

In the event personal leave days are taken either immediately preceding or following a holiday, the workday (or day, in the case of an other than regularly assigned employee) immediately preceding or following the personal leave day is considered as qualifying day for holiday purposes.

Section 2

(a) Personal leave days provided in Section 1 may be taken upon 48 hours' advance notice from the employee to the proper Carrier officer provided, however, such days may be taken only when consistent with the requirements of the Carrier's service. It is not intended that this condition prevent an eligible employee from receiving personal leave days except where the request for leave is so late in a calendar year that service requirements prevent the employee's utilization of any personal leave days before the end of that year.

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

(c) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the Agreement with the Organization signatory hereto.

(d) The personal leave days provided in Section 1 shall be forfeited if not taken during each calendar year. The Carrier shall have the option to fill or not fill the position of an employee who is absent on a personal leave day. If the vacant position is filled, the rules of the Agreement applicable thereto will apply. The Carrier will have the right to distribute work on a position vacated among other employees covered by the Agreement with the Organization signatory hereto.

Rule 18 Attending Court

When attending court or inquest as a witness for the company, employees will be reimbursed for reasonable expense and paid eight (8) hours time for each day such service is performed including rest days.

This will also apply when held away from home on rest days in connection with such service.

Straight time and overtime rates will apply according to hours at home station.

When necessary the company will furnish transportation and will be entitled to certificates for witness fees in all cases.

Rule 19 Payment for Time

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

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

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

Rule 20

Reduction of Forces

When it becomes necessary to make reduction, the force at any point or in any department shall be reduced, seniority as per Rule 23 to govern; the employees affected to take the rate of the job to which assigned.

Four (4) day's notice will be given employees affected before reduction is made and lists will be furnished the Local Chairman.

In the restoration of forces, employees will be restored to service in accordance with their seniority, if available within a reasonable time, and shall be returned to their former jobs if possible. The Local Committee will be furnished a list of the employees to be restored to service.

Employees restored to service will not be laid off again without four (4) days advance notice provided in this rule.

In reducing the force, the ratio of apprentices will be maintained.

Employees laid off on account of reduction of forces, who desire to seek employment elsewhere will, upon application, be furnished transportation to any points desired on the system when not contrary to national or state law.

When reducing forces, if men are needed at other points, they will be given preference to transfer with privilege of returning to home station when force is increased; such transfer to be made without expense to the company, seniority to govern.

Rule 20 1/2

Use of Furloughed Employees to Perform Extra and Relief Work

(a) The Carrier shall have the right to use furloughed employees to perform extra work, and relief work on regular positions during absence of regular occupants, provided such employees have signified in the manner provided in paragraph (b) hereof their desire to be so used. This provision is not intended to supersede rules or practices which permit employees to place themselves on vacancies on preferred positions in their seniority districts, it being understood, under these circumstances, that the furloughed employee will be used, if the vacancy is filled, on the last position that is to be filled. This does not supersede rules that require the filling of temporary vacancies. It is also understood that Management retains the right to use the regular employee, under pertinent rules of the Agreement, rather than call a furloughed employee.

(b) Furloughed employees desiring to be considered available to perform such extra and relief work will notify the proper officer of the Carrier in writing, with copy to the Local Chairman, that they will be available and desire to be used for such work. A furloughed

employee may withdraw his written notice of willingness to perform such work at any time before being called for such service by giving written notice to that effect to the proper Carrier Officer, with copy to the Local Chairman. If such employee should again desire to be considered available for such service notice to that effect - as outlined hereinabove - must again be given in writing. Furloughed employees who would not at all times be available for such service will not be considered available for extra and relief work under the provisions of this rule. Furloughed employees so used will not be subject to rules of the applicable collective Agreements which require advance notice before reduction of force.

(c) Furloughed employees who have indicated their desire to participate in such extra and relief work will be called in seniority order for this service. Where extra lists are maintained under the rules of the applicable Agreement such employees will be placed on the extra list in seniority order and used in accordance with the rules of the Agreement.

NOTE 1: In the application of this Rule 20, employees who are represented by the International Association of Machinists and Aerospace Workers, the Sheet Metal Workers' International Association, and the Shop Crafts Committee of System Federation No. 6, comprised of the International Brotherhood of Boilermakers Iron Shop Builders, Blacksmiths, Forgers and Helpers, the Brotherhood Railway Carmen of the United States and Canada and the International Brotherhood of Electrical Workers, it shall not apply to extra work.

Employee so used must have expressed employee's desire in accordance with Rule 20 1/2.

NOTE 2: Employees who are on approved leave of absence will not be considered furloughed employees for purposes of this Rule.

NOTE 3: Furloughed employees shall in no manner be considered to have waived their rights to a regular assignment when opportunity therefor arises.

(Effective August 21, 1954.)

Rule 21 Emergency Force Reductions

(a) Rules, Agreements or practices, however established, that require advance notice to employees before temporarily abolishing positions or making temporary force reductions are hereby modified to eliminate any requirement for such notices under emergency conditions, such as flood, snow storm, hurricane, tornado, earthquake, fire or labor dispute other than as covered by Paragraph (b) below, provided that such conditions result in suspension of a Carrier's operations in whole or in part. It is understood and agreed that such temporary force reductions

will be confined solely to those work locations directly affected by any suspension of operations. It is further understood and agreed that notwithstanding the foregoing, any employee who is affected by an emergency force reduction and reports for work for his position without having been previously notified not to report, shall receive four (4) hours pay at the applicable rate for his position.

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

Rule 22
(Deleted)
(See Rule 20)

Rule 23
Seniority

Seniority of employees in each craft covered by this Agreement shall be confined to the following departments:

Maintenance of Equipment with three subdivisions as follows:

- Michigan City Shop Forces
- Passenger Yard Forces, including all Car Cleaners and Laborers
- Freight Repair and Inspection Forces

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

Seniority lists will be posted in January of each year.

Errors in seniority must be protested in writing within thirty (30) days in order to be considered for correction.

Rule 24
Assignment of Work - Use of Supervisors

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

If any question arises as to the amount of craft work being performed by supervisory employees, a joint check shall be made at the request of the General Chairmen of the

Organizations affected. Any disputes over the application of this Rule shall be handled as provided hereinafter.

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

This Rule does not prohibit foremen in the exercise of their duties to perform work.

Should an employee be assigned temporarily to fill the place of a foreman, employee will be paid his own rate, straight time rate for straight time hours and overtime rate for overtime hours, if greater than the foreman's rate, if it is not, employee will be paid the foreman's rate.

Outlying Points
(From Article IV of the September 25, 1964
National Agreement)

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

Rule 25
Assignment of Welding Work

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

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

The welder's rate shall be the welder's differential above the basic rate for that classification.

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

Attachments to Rule 25

"Effective December 1, 1993, this implements Article VII of the November 27, 1991 Imposed Agreement and is in complete settlement thereof.

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

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

(c) Existing differentials paid to journeymen regularly assigned to a full time (bulletined) position established for the performance of AAR write-up or layout work shall be increased to 25 cents per hour.

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

3. This Letter Agreement is limited solely to the matter of differentials and such Letter and any actions pursuant to it will not be used by either party in any manner with respect to the interpretation or application of any rule or practice.

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

Very truly yours,

C.I. Hopkins, Jr.

I agree:

Robert P. Wojtowicz"

"Agreed Upon Guidelines for Administration of Increased Differentials"

The parties wish to avoid misunderstandings about the implementation and application of the increased differentials and have adopted the following to provide guidance on key points of administration.

Q. Who is entitled to receive the increased differentials?

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

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

A. When performing welding, lead mechanic or layout work for four (4) hours or less in any one day, the employee will be paid the differential on an hourly basis with a minimum of one (1) hour; for more than four (4) hours in any one day, the differential will apply for that day.

NOTE: The increase to the existing AAR write-up differential will apply only to a journeyman who holds a regular assignment bulletined to perform AAR write-up work on a full time basis (including a journeyman who temporarily relieves such an assignment) and will be paid on that basis.

Q. What if two or more of the increased differentials would be applicable to a particular position in any given day?

A. There will be no compounding or pyramiding of these differentials.

Q. What about pre-existing differentials?

A. Any existing differentials applicable to the work covered by the increased differentials that are higher are preserved.

Q. Will application of the increased differentials require the establishment, advertisement or re bulletining of any position?

A. No.

- Q. When must an employee's qualifications be known to the railroad or established?
- A. An examination or test to establish qualifications may be required as a prerequisite to assignment to a position subject to an increased differential of an employee who has not previously been qualified on such work by performance or otherwise.

FOR THE BROTHERHOOD RAILWAY
CARMEN DIVISION OF
TRANSPORTATION COMMUNICATIONS
INTERNATIONAL UNION:

General President

FOR THE CARRIERS:

Chairman - National Carrier's
Conference Committee"

"October 13, 1993

Mr. Robert P. Wojtowicz
General President
Brotherhood Railway Carmen Division
Transportation - Communications
International Union
3 Research Place
Rockville, MD 20850

Dear Mr. Wojtowicz:

During our discussions that led to the October 13, 1993 Agreement on wage differentials, questions arose about the effect, if any, of certain of the agreed upon guidelines on pre-existing Agreement Rules, practices or the respective rights of the parties on the individual railroads.

One of those questions was whether the pay differentials would or would not apply to time paid for but not worked. The other was whether an employee demonstrating his qualifications for a position to which a differential applies would be under pay while so doing or on his own time.

In response to both questions we stated to you that the guidelines are silent in those respects which means they do not affect the individual railroad's pre-existing Agreement Rules, practices or the respective rights of the parties. It should be understood that the foregoing will not interfere with a railroad correcting any instances in which payments have been made erroneously.

If there are questions or problems on a railroad about these matters the Organization's representative may request prompt discussion with the designated labor relations officer.

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

Very truly yours,

C.I. Hopkins, Jr.

I agree:

Robert P. Wojtowicz"

Rule 26
Termination of Seniority
(From Mediation Agreement dated November 19, 1986)

The seniority of an employee whose seniority is established after the date of this Agreement and who is furloughed for 365 consecutive days will be terminated if such employee has less than three (3) years of seniority.

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

Rule 27
Grievances

(a) Should any employee subject to this Agreement believe employee has been unjustly dealt with, or any of the provisions of this Agreement have been violated, the case shall be presented in writing to the appropriate department head or officer designated to handle such matter by or on behalf of the employee involved within sixty (60) days from the date of the occurrence on which the claim or grievance is based. Should any such claim or grievance be disallowed, the Carrier shall, within sixty (60) days from the date same is filed, notify whoever filed the claim or grievance, the employee or his Representative, in writing, of the reason for such disallowance. If not so notified, the claim or grievance shall be allowed as presented, but this shall not be considered as a precedent for waiver of the contentions of the Carrier as to other similar claims or grievances.

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within sixty (60) days from the receipt of notice of disallowance, and the Representative of the Carrier shall be notified, in writing, within that time of the rejection of his decision. Failing to comply with this provision, the matter shall be considered closed, but this shall not be considered as a precedent or waiver of the contentions of the employees as to other similar claims or grievances.

It is understood, however, that the parties may, by agreement, at any stage of the handling of a claim or grievance, extend the sixty (60) day period for a decision or appeal up to and including the highest officer of the Carrier designated for that purpose.

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

3 Second of the Railway Labor Act. It is understood, however, that the parties may by agreement in any particular case extend the nine (9) months period herein referred to.

(d) A claim may be filed at any time for an alleged continuing violation of any Agreement and all rights of the claimant or claimants involved thereby shall, under this rule, be fully protected by the filing of one claim or grievance based thereon as long as such alleged violation, if found to be such, continues. However, no monetary claim shall be allowed retroactively for more than 60 days prior to the filing thereof. With respect to claims and grievances involving an employee held out of service in discipline cases, the original notice of request for reinstatement with pay for time lost shall be sufficient.

(e) This Rule recognizes the right of representatives of the Organizations, parties hereto, to file and prosecute claims and grievances for and on behalf of the employees they represent.

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

(g) This Rule shall not apply to request for leniency.

Rule 28

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

Rule 29

No employee will be disciplined without a fair hearing by the designated officer of the Carrier. Suspension in proper cases pending a hearing, which shall be prompt, shall not be deemed a violation of this Rule. At a reasonable time prior to the hearing, such employee will be appraised of the precise charges against him. The employee shall have reasonable opportunity to secure the necessary witnesses and shall have the right to be there represented by council of his own choosing. If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority rights unimpaired and compensated for the wages lost, if any, resulting from said suspension or dismissal. If stenographic report of the investigation is taken, the Committee shall be furnished a copy.

Rule 30

An employee who has been in the service of the railroad sixty (60) days shall not be dismissed for incompetency, neither shall an employee be discharged for any cause without first being given an investigation.

Rule 31

Committees

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

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

Rule 32

Working Conditions

Good drinking water and ice will be furnished, sanitary drinking fountains will be provided where necessary. Pits, floors, lockers, toilets, and washrooms will be kept in a clean, dry and sanitary condition. Shops, locker rooms and washrooms will be lighted and heated in the best manner possible consistent with the source of heat and light available at the point in question.

Rule 33

Personal Injuries

Employees injured while at work are required to make detailed written report of the circumstances of the accident just as soon as they are able to do so after receiving medical attention. Proper medical attention shall be given at the earliest possible moment, and employees shall be permitted to return to work just as soon as they are able to do so without signing a release pending final settlement of the case provided, however, that such employee remaining away from work after recovery shall not be held to be entitled to compensation for wage lost after they are able to return to work.

Rule 34

Notices

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

Rule 35

Transportation

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

Rule 36
Protection to Employees

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

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

Rule 37

The management with the cooperation of the employees will keep shops and yards in a clean and sanitary condition and all machinery and tools in a safe and working condition.

Rule 38

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

Rule 39

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

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

Rule 40

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

Rule 41

All employees required to drive company vehicles in the performance of their duties must hold valid chauffeur's license for which they will be reimbursed by the Company.

Rule 42
Machinists Special Rules
Qualifications

Any man who has served an apprenticeship or has had four (4) years' experience at the machinists trade and who by his skill and experience is qualified and capable of laying out and

fitting together the metal parts of any machine or locomotive, with or without drawings, and competent to do either sizing, shaping, turning, boring, planning, grinding, finishing or adjusting the metal parts of any machine or locomotive, shall constitute a machinist.

Rule 43

Classification of Work

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

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

This rule shall not be construed to prevent engineers, firemen and cranemen of steam shovels, ditchers, clam shells, wrecking outfits, pile drivers, and other similar equipment

requiring repairs on line of road from making any repairs to such equipment as they are qualified to perform.

Rule 44
(Deleted)

Rule 45
(Deleted)

Rule 46
(Deleted)

Rule 47
(Deleted)

Rule 48
(Deleted)

Rule 49
(Deleted)

Rule 50
(Deleted)

Rule 51
Carmen's Special Rules
Qualifications

Any man who has served an apprenticeship or who has had four (4) years practical experience at carman's work, and who with the aid of tools, with or without drawings, can layout, build or perform the work of his craft or occupation in a mechanical manner, shall constitute a carman.

Rule 52
Classification of Work

Carmen's work shall consist of building, repairing, assembling, maintaining, dismantling, all painting (including the application of cement or other weather-proofing or sealer compounds), priming, surfacing, glazing, varnishing, sanding and finishing, decorating, lettering, cutting stencils, removing paint (not including removal in vats), all other work generally recognized as painters' work (except painting of bridges and buildings), all upholstering, laying out material, shaping and forming, and inspecting all passenger train cars, freight train and work train equipment cars, (including all self-propelled cars); all pipe work including the operation of pipe threading machines, repair and inspection in connection with air brake appurtenances on

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

**AGREEMENT BETWEEN CHICAGO SOUTHSORE & SOUTH BEND RAILROAD
AND THE TRANSPORTATION COMMUNICATION UNION
CARMEN DIVISION**

The Chicago SouthShore & South Bend Railroad (SouthShore) and the Transportation Communication Union -- Carmen Division (TCU-CD) agree to include as part of Rule 52, Classification of Work, of the Agreement between the Chicago South Shore & South Bend Railroad and Brotherhood of Railroad Carmen of America dated December 11, 1961, the following additional duties, listed under Paragraphs A and B.

Repairs to Buildings

A. Repairs to Buildings

When there is a need to perform mechanical duties and a repair to a building must be made promptly, or where employees lack tools, skills or expertise to perform such repairs efficiently, the SouthShore may, after a mutual understanding between the designated Carrier Officer and the Local Chairman or Vice Local Chairman, employ any other sources to effect the repairs. If repairs to be made are of a kind that can be postponed for a brief period without further damage to the buildings or its contents, or discomfort or inconvenience to its occupants, then SouthShore may, in its discretion, delay the repairs so that such repairs may be performed by mechanical forces at a later time. Maintenance shall not include janitorial duties.

Locomotive Maintenance and Repairs

B. Locomotive Maintenance and Repairs

Both SouthShore and TCU-CD recognize that in order for SouthShore employees to do locomotive maintenance and repairs, it will require additional training of the employees performing the maintenance and repair work. Employees who are currently employed by SouthShore are encouraged to accept additional training for locomotive maintenance and repair work but are not required under this Agreement to do so. Employees hired after the date of this Agreement are required, among their other duties, to accept and be trained in locomotive maintenance and repair.

Training

Training will be provided by southShore through various means of instruction, including, but not limited to, Company paid correspondence lessons, on job training, and occasional off site training, such as an Electro-Motive Division Training School at the EMD facility in LaGrange, Illinois. All training and required materials will be provided at SouthShore expense. When employees are required to attend off site training courses, the employees attending such courses will be paid at the straight time rate for all time while attending class and for all time traveling between home base and the course location. When employees are required to stay overnight,

they will be paid at the straight time rate for all hours while attending the class with a minimum 8-hour basic day's pay. Transportation to and from the off site course and reasonable and ordinary out of pocket expenses will be provided by the SouthShore. When an overnight stay is required, the SouthShore will provide lodging as well as the reasonable and ordinary out of pocket expenses.

Those employees receiving training by correspondence course will be paid one additional hour of pay at the straight time rate for each correspondence lesson successfully completed with a passing grade, but only after completion of the course. When the requirements of service permit, employees may use available time on duty to study and do work on their training courses. In the absence of available time on duty, it will be the responsibility of the employee to make his own time for study and work towards completion of his training materials.

In all instances, courses of instruction must be recommended and approved by SouthShore in order to qualify for payment in addition to proof of completion of the entire course and with a passing grade.

It is agreed and understood that the ability of the SouthShore to perform all of its locomotive maintenance and repairs is limited by its Shop facility and the present level of training of its TCU-CD employees. Because of these limitations and the urgency to have operating locomotives available, it is further agreed that so long as any of these limitations exist, SouthShore may, after a mutual understanding between the designated Carrier's Officer and the Local Chairman or Vice Local Chairman, use any available outside sources to maintain and perform inspections or repairs to its locomotives. This shall not abrogate any other provisions of the September 25, 1964 Agreement, and subsequently amended.

When performing maintenance and repairs to locomotives, the carmen's hourly rate of pay will be increased to \$1.50 per hour (revised: January 1, 1996 as provided for in the Agreement between the parties dated February 5, 1993.) for all hours or any fraction of an hour while performing locomotive maintenance and repairs. When performing repairs to buildings, the carman's hourly rate of pay will be increased by \$.65 per hour for all hours or fraction of an hour while performing building repairs.

This Agreement signed at Michigan City, Indiana, this 5th day of February, 1993, and made effective immediately.

Transportation Communication Union -
Carmen Division

Chicago SouthShore & South Bend Railroad

Lead Carman Wage Differential

Revised January 1, 1996, the pay differential for the lead carman is increased to \$1.00 per hour as provided in the Agreement between the parties, under Article V, dated December 21, 1995.

Rule 53 Uniform Provision

Revised January 1, 1996, the Carrier, at its sole cost, will arrange over the term of this Agreement for a uniform service in which three (3) uniforms will be provided to each employee covered by this Agreement on a weekly basis. The employee shall be responsible for making his soiled uniforms available for pick up by the uniform service in a timely manner. The employee shall be responsible for payment of lost or unaccounted for uniforms used by the employee, as provided in the Agreement between the parties, under Article VII, dated December 21, 1995.

Rule 54 (Deleted)

Rule 55 Inspectors

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

Coupling, Inspection and Testing (From Article V of the September 25, 1964 Agreement, as amended by Article VI of the December 4, 1975 Agreement)

- (a) In yards or terminals where Carmen in the service of the Carrier operating or servicing the train are employed and are on duty in the departure yard, coach yard or passenger terminal from which trains depart such inspecting and testing of air brakes and appurtenances on trains as is required by the Carrier in the departure yard, coach yard, or passenger terminal, and the related coupling of air, signal and steam hose incidental to such inspection, shall be performed by the Carmen.
- (b) This Rule shall not apply to coupling of air hose between locomotive and the first car of an outbound train; between the caboose and the last car of an outbound train or between the last car in a "double-over" and the first car standing in the track upon which the outbound train is made up.
- (c) If as of July 1, 1974 a railroad had carmen assigned to a shift at a departure yard, coach yard or passenger terminal from which trains depart, who performed the work set forth in

this rule, it may not discontinue the performance of such work by carmen on that shift and have employees other than carmen perform such work (and must restore the performance of such work by carmen if discontinued in the interim), unless there is not a sufficient amount of such work to justify employing a carman.

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

(From Article VI of the Agreement dated November 19, 1986)

At locations referred to in paragraphs (a), (c), (d) and (e) where carmen were performing inspections and tests of air brakes and appurtenances on trains as of October 30, 1985, carmen shall continue to perform such inspections and tests and the related coupling of air, signal and steam hose incidental to such inspections and tests. At these locations this work shall not be transferred to other crafts.

Where air brake inspections and tests were removed from the jurisdiction of carmen at locations referred to in the preceding paragraph on or subsequent to October 30, 1985, such work shall be returned to carmen within sixty (60) days of the effective date of this Agreement. Where such work performed by carmen is transferred to another location, carmen shall be utilized to perform such work. Any new air brake inspection work shall be assigned according to principles identifying the traditional delineation between carmen's work and work belonging to operating employees.

Any rules or practices which prohibit or restrict the use of Car Inspectors from working on cars taken from trains for repairs are hereby eliminated. Carmen assigned to make air brake inspections and tests, when not engaged in such work, may be assigned to perform any work which they are capable of performing and which does not infringe on the contractual rights of other employees.

If there has been a diminution of air brake inspection and testing work due to a transfer of the work to another location, the remaining air brake inspection and testing work cannot be assigned to other than carmen except as provided in the Letter of Understanding attached hereto. If causes other than a transfer of work to another location precipitate the diminution of carmen's air brake inspection and testing work, at the locations identified above, nothing in this Article

shall require the employment of a carman if there is not sufficient work of the craft to justify employing a carman.*

* (Taken from letter of Understanding with respect to above).

If a carman's position has been properly abolished in accordance with this Article and any air brake inspection work remains at that location, this inspection work may be assigned to other crafts provided:

- (1) there is insufficient carmen's work (less than 4 hours) to justify the employment or recall of a carman,
- (2) the work is not thereafter transferred to other locations unless it is assigned to a carman at the other location.

It should be understood that if the work builds up again at the location in question, the Carrier must restore all of the inspection work to carmen.

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

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

One-Man Points

A "one-man point" is an outlying point where there is employed one Carman, day, and one, night, or where there is only one Carman employed. Carmen stationed at one-man points, shall be paid by the hour and under the rules governing running repair forces, except that the eight hours constituting a day's work may be worked within a spread of 10 consecutive hours.

Freight Car Inspectors

Freight car inspectors or repairmen will be called to fill all temporary vacancies of an emergency nature in the freight car inspection forces not covered by Rule 13, in accordance with Rule 9.

Freight car repairmen will be called to fill all temporary vacancies not of an emergency nature in the freight car inspection forces not covered by Rule 13, in accordance with Rule 9.

Rule 10 will not apply unless they are required to work two (2) consecutive shifts.

A temporary vacancy of an emergency nature is one that cannot be anticipated or foreseen and requires the assignment of a relief worker within a period less than twenty-four (24) hours from the starting time of the assignment.

Rule 56

Inspectors and other carmen in train yards will not be required to take record for conducting transportation purposes, or seals, commodities, or destination of cars.

Rule 57

Protection for Repairmen

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

Rule 58

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

Rule 59

Miscellaneous

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

Rule 60

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

Rule 61

Shops, repair yards, and train yards, where carmen are employed, shall be kept clean of all rubbish.

Rule 62

Incidental Work Rule

Section 1

Where a shop craft 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 shop craft 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.

(Imposed National Agreement, November 27, 1991)

Rule 63

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, not 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 Chairmen 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).

Rule 64
Rate Progression - New Hires
(National Agreement, November 19, 1986, Article III)

Article XI of the December 11, 1981 National Agreement and all other local rules governing rate progression or entry rates are eliminated:

Section 1 - Service First 1220 Days

Laborers, coach cleaners, helpers, apprentices, student mechanics and upgraded mechanics will be paid as follows during their first 1220 days of actual service; provided however, that this provision shall apply only to employees who enter service under Agreements with the Shop Craft Organizations on or after the effective date of this Article.

- (a) For the first 244 days of service, such employees shall be paid 75% of the applicable rates of pay (including COLA).
- (b) For the second 244 days of service, such employees shall be paid 80% of the applicable rates of pay (including COLA).
- (c) For the third 244 days of service, such employees shall be paid 85% of the applicable rates of pay (including COLA).
- (d) For the fourth 244 days of service, such employees shall be paid 90% of the applicable rates of pay (including COLA).
- (e) For the fifth 244 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 employee performs at least four hours of compensated service.

Section 2

When an employee has completed a total of 1220 days of service in any shop craft position (or combination thereof) or acquires full journeyman's status 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.

Employees who have had a previous employment relationship with a Carrier in a craft represented by a shop craft Organization and are subsequently hired by another Carrier after the date of the Agreement shall be covered by this Article, as amended. However, such employees will receive credit toward completion of the entry rate requirement for compensated service performed in such craft provided that such compensated service last occurred within one year from the date of re-employment.

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 1220 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.

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.

Rule 65

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

Rule 66

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

Rule 67

The hourly rates of pay set forth in Appendix A and made a part of this Agreement constitute the least which will be paid to the various classification of employees covered by this Agreement.

Rule 68 **Revision of Agreement**

These general and special rules and rates of pay are to remain in force subject to Vacation Agreement, Union Shop Agreement and Health and Welfare Agreement, which are made supplements and revised in accordance with the procedure required by the Railway Labor Act as amended.

Accepted for the Chicago South Shore and South Bend Railroad on this 11th day of December, 1961.

W.P. Coliton
President and General Manager

Accepted for the South Shore Lodge No. 295, Brotherhood Railway Carmen of America, operating through the Railway Employees Department of the American Federation of Labor and Congress of Industrial Organizations.

Joseph L. Swanstrom
General Chairman

SUPPLEMENTS

SUPPLEMENT A

Holiday Pay Provisions

The following represents a synthesis in one document, for the convenience of the parties, of the current Holiday provisions for Shop Crafts from the National Agreement of August 21, 1954, as amended.

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 Agreement shall govern.

Section 1

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

New Years Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	The Day After Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
	New Year's Eve

- (a) Holiday pay for regularly assigned employees shall be at the pro rata rate of the position to which assigned.
- (b) For other than regularly assigned employees, if the holiday falls on a day on which employee would otherwise be assigned to work, employee shall, if consistent with the requirements of the service, be given the day off and receive eight hours' pay at the pro rata rate of the position which employee otherwise would have worked. If the holiday falls on a day other than a day on which employee otherwise would have worked, employee shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to the holiday.
- (c) Subject to the applicable qualifying requirements in Section 3 hereof, other than regularly assigned employees shall be eligible for the paid holidays or pay in lieu thereof provided

for in paragraph (b) above, provided (1) compensation for service paid him by the Carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) employee has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop Agreement, or disapproval of application for employment.

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

(Revised December 7, 1981 - IBBISBBF&H)

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

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

Section 2

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

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

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

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

(The hourly factor as shown in Section 2 (a) above was increased as the result of the addition of holidays as follows:

Effective January 1, 1965 -	Birthday Holiday	-174-2/3
	(later exchanged for Good Friday)	
Effective January 1, 1973 -	Veteran's Day	- 175-1/3
Effective January 1, 1976 -	Christmas Eve	- 176)

Effective January 1, 1976, after application of the cost-of-living adjustment effective that date, the monthly rates of monthly rated employees were adjusted by adding the equivalent of 8 pro rata hours' pay to their annual compensation (the rate multiplied by 12) and this sum divided by 12 in order to establish a new monthly rate. That portion of such 8 pro rata hours' pay which derives from the cost-of-living allowance will not become part of basic rates of pay except as provided in Article II, Section 1 (d) of the various 1975 National Agreements. This sum of existing hours per annum plus 8, divided by 12, established a new hourly factor for purposes of applying cents-per-hour adjustments in such monthly rates of pay and computing overtime rates.

A corresponding adjustment was made in weekly rates and hourly factors derived therefrom.

Section 3

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

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

- (i) Compensation for service paid by the Carrier is credited; or
- (ii) such employee is available for service.

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

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

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

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

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

The holiday pay qualifications for Christmas Eve - Christmas shall also be applicable to the Thanksgiving Day - day after Thanksgiving Day and the New Year's Eve - New Year's Day holiday.

Section 4

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

Section 5

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

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

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

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

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

Section 6

Article II, Section 6 of the Agreement of August 21, 1954, which was added by the Agreement of November 20, 1964, is eliminated. However, the adjustment in monthly rates of monthly rated employees which was made effective January 1, 1965, pursuant to Article II of the Agreement of November 20, 1964, by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and dividing this sum by 12 in order to establish a new monthly rate, continues in effect.

In addition to their established monthly compensation, employees performing service on the day after Thanksgiving Day on a monthly rated position (the rate of which is predicated on an all service performed basis) shall receive eight hours pay at the equivalent straight time rate, or payment as required by any local rule, whichever is greater.

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

(Revised December 7, 1981 - IBBISBBF&H)

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

SUPPLEMENT B

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.
- (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)

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

February 5, 1993

Mr. Richard B. Leyba
General Chairman
TCU-CD
5746 Central Avenue
Portage, Indiana 46368

RE: Letter Agreement - Vacation Benefit

Dear Mr. Leyba:

The Chicago SouthShore & South Bend Railroad (Company) and the Transportation Communications International Union - Carmen Division ("Organization") hereby agree as follows:

- a. Effective January 1, 1993, 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.
- b. 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.
- c. The Company may deny the requested vacation based on operational requirements. The Company may also withdraw approval based on operational requirements.
- d. In the event that operational requirements preclude the Company from permitting all employees desiring a particular day or days as vacation, the Company will select among requesting employees on the basis of seniority.
- e. Vacation, taken pursuant to paragraph (a) 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.

Letter Agreement
February 5, 1993
Page 2

f. 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.

g. 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.

Yours truly,

H.T. Hearst
President

HTH:mp

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

February 5, 1993

Richard B. Leyba
General Chairman
TCIU - Carman Division

SUPPLEMENT C

Dental Benefits

A description of the National Dental Plan provided for in the various National Agreement of 1975, as amended, follows. This is only an outline of the basic provisions of the plan provided for the information of employees. In case of dispute, the actual Agreement, and a policy drafted pursuant thereto, shall govern.

ELIGIBILITY

Employee - An employee of a railroad who is eligible for employee or dependent coverage under GA-23000, provided employee has completed one year of service with the railroad.

Dependent - For other than orthodontia, the spouse and children of a covered employee, as they are defined in GA-23000 (i.e., unmarried children under age 19, between 19 and 25 if in school, or over 19 if physically or mentally incapacitated). For orthodontia, unmarried children under age 19.

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.

INDIVIDUAL TERMINATION OF INSURANCE

Upon termination of railroad service; i.e., no special extensions such as those for furloughed or disabled employees as provided under GA-23000.

BENEFITS FOR OTHER THAN ORTHODONTIA

What is Payable - The plan pays the dentist's charges for covered expenses on the following basis:

- | | |
|----------------|---|
| 100% Group A - | Preventive and Basic Services and Emergency Visits including:
oral examinations and prophylaxis; fluoride treatment; space
maintainers; emergency visits; dental x-rays |
| 75% Group A - | Preventive and Basic Services and Emergency Visits including:
extractions; oral surgery; fillings; general anesthetic; treatment of
gum disease; endodontic treatment |
| 50% Group B - | Prosthetic services, including Crowns and Gold Restorations |

Deductible - \$50 per individual for each calendar year - limit \$100 per family.

Maximum - The maximum benefit for each calendar year is \$1,000. This maximum applies separately to each insured family member.

What Dental Expenses are Covered - The plan covers charges up to those made by most dentist in the area for the services and supplies described in the following section.

What Dental Services are Covered - The plan covers the following services and supplies, for which a charge is made by a dentist or physician, that are required in connection with the dental care and treatment of any disease or defect. In addition, the plan covers certain preventive services.

GROUP A - Preventive and Basic Services and Emergency Visits

1. **Oral Examinations and Prophylaxis**

Routine oral examination and prophylaxis (scaling and cleaning of teeth), but not more than once for each covered person during any period of six (6) consecutive months.

2. **Fluoride Treatment**

The plan covers a fluoride treatment once each calendar year for dependent children.

3. **Space Maintainers**

The plan covers all space maintainers designed to preserve the space created by the premature loss of a tooth in a child with mixed dentition until normal eruption of the permanent tooth takes place.

4. **Emergency Visits**

Emergency palliative treatment (to alleviate pain or discomfort).

5. **X-rays**

Dental x-rays, including full mouth X-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bitewing X-rays (but not more than once in any period of six (6) consecutive months) and such other dental X-rays as are required in connection with the diagnosis of a specific condition requiring treatment.

6. **Extractions**

The plan covers all extractions. Allowances for extraction include routine post-operative care.

7. **Oral Surgery**

The plan covers all necessary oral surgery. Allowances include routine post-operative care.

8. **Fillings**

The plan covers amalgam, acrylic, synthetic porcelain and composite fillings that are necessary to restore the structure of teeth that have been broken down by decay.

9. **General Anesthetic**

The plan covers a separate charge for general anesthetic in conjunction with oral surgery and periodontics.

10. **Treatment of Gum Disease**

The plan covers necessary periodontic treatment of the gums and supporting structure of the teeth.

11. **Endodontic Treatment**

The plan covers endodontic treatment, including root canal therapy.

... Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.

... Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any state or political subdivision thereof.

... Charges for education or training and supplies used for personal oral hygiene or dental plaque control, or dietary or nutritional counseling.

... Charges for implantology.

... Charges for sealants.

... Charges for failure to keep a scheduled visit with the dentist or hygienist.

... Charges for the completion of any forms.

Optional Treatment - Occasionally, a patient may select a more expensive procedure rather than a suitable alternate procedure. In such case, plan benefits will be paid on the basis of a less expensive procedure that is consistent with good dental care.

Coordination of Benefits - If the individual is eligible to receive dental benefits under another program, coordination of benefits will be applied between the two with respect to dental charges.

BENEFITS FOR ORTHODONTIA

What is Payable - The plan pays the dentist's charge at 50% of covered orthodontic expense up to a lifetime maximum amount payable of \$750 for each child under 19 years of age.

Covered Orthodontic Treatment - The plan covers orthodontic treatment that is required to correct malposed teeth, and which begins while the child is covered by the plan. Treatment consists of appliance therapy, surgical therapy, functional and myofunctional therapy, and includes related diagnostic procedures, surgery and extractions performed by a dentist.

Payment Sequence - The sequence of payments for orthodontic services is determined in the following manner. If the dentist estimates that active treatment will continue for two or more years, then the total benefit is divided into eight equal portions. The first portion will be payable when the orthodontic appliance is installed and subsequent installments will be payable at 90-day intervals until the maximum has been paid or until insurance terminates. If the estimated course of treatment is less than two years, the total charge is divided into portions so as to make payments at 90-day intervals, beginning with the date the appliance is inserted.

Orthodontic benefits will be payable while treatment continues provided insurance remains in force with respect to the individual. Benefits will be payable provided the individual is covered at the beginning of the 90-day interval. Orthodontic coverage will terminate at the end of the quarter during which the child attains his 19th birthday.

If an employee's insurance is terminated and employee subsequently again becomes insured, employee will be entitled to any unpaid remainder of the original payable benefit, as long as active orthodontic treatment is continued. Such remainder will be payable at 90-day intervals calculated in accordance with the original payment sequence.

Orthodontic Charge Not Covered - Since it is contemplated that this plan would be written in conjunction with a plan covering other dental services, the appropriate exclusions set forth in the description of such plan would also apply to this plan.

Coordination of Benefits - If the individual is eligible to receive orthodontic benefits under another program, coordination of benefits will be applied between the two with respect to orthodontic charges.

(Revised December 7, 1981 IBBISBBF&H)

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

SUPPLEMENT D

Medical Disqualification Appeal Procedures

In the event an employee is disqualified as a result of a physical and/or mental examination, employee will be notified in writing of the reason for such disqualification. If employee feels that such disqualification is not warranted, the following rules will apply:

- (a) The employee involved shall within fifteen (15) days notify the office of the Carrier's Chief Surgeon or the office of the Chief Mechanical Officer of the name, address and telephone number of the physician of his choice who has current knowledge of his physical and/or mental condition. This notification shall be in writing with copy to the General Chairman.

Upon receipt of this notice the Carrier's Chief Surgeon or his representative and the employee's physician shall, as promptly as possible, confer, by telephone or otherwise as may be deemed appropriate, and compare their medical findings. If they deem it necessary, they will jointly reexamine the employee. If the medical findings of the employee's physician agree with those of the Carrier's physician, they will be accepted as final.

- (b) If the medical findings, of the Carrier's physician and the employee's physician disagree, they shall promptly select a neutral physician who shall be a practitioner of recognized standing in the medical profession, and where any special type of case is involved, employee must be a certified specialist in the disease or impairment which resulted in the employee's disqualification.

After the neutral physician has examined the findings and conclusions of the Carrier's physician and of the employee's physician, the neutral physician shall examine the employee. Within fifteen (15) calendar days after completion of this examination, the neutral physician shall render a written report of his medical findings, which shall be controlling. This report shall be made to the Carrier's physician and to the employee.

The employee will pay the expense of the physician representing his interest. The Carrier will pay the expense of its own physician. The expense of the neutral will be divided equally between the Carrier and the employee.

- (c) If there is any question as to whether there was any justification for initially restricting the employee's service for initially removing him from service at the time of his disqualification by the Carrier's physician(s), the original medical findings which disclose his condition at the time disqualified shall be furnished to the neutral physician for his

consideration and the neutral physician shall specify whether or not, in his opinion, there was justification for the original disqualification. The opinion of the neutral physician shall be accepted by both parties in settlement of this particular feature. If it is concluded the disqualification was not justified, the employee will be compensated for loss of earnings of his assignment from the time removed from service until restored to service, provided the employee took prompt action to raise the issue in accordance with the provisions of paragraph (a) of this rule.

In the case where the employee accepted his original disqualification but then, at a later date, presented himself to the Carrier's Chief Surgeon for a reexamination (because employee believed his condition had improved and warranted his return to service) and the neutral concludes that the Carrier unjustifiably refused to allow the employee to return to service, then, in such a case, the employee will be entitled to be compensated only for loss of earnings of his assignment from the time said employee presented himself for a reexamination until restored to service.

- (d) Should the findings of the neutral physician be adverse to the employee, and, after a reasonable interval, the employee considers, upon competent medical advice, that his physical or mental condition has improved sufficiently to justify considering his returning to service, and said employee presents to the Carrier's Chief surgeon an adequate and timely medical statement or report indicating that his physical or mental condition has so improved, then a reexamination will be arranged upon request of the employee, or his representative. All such reexaminations will be conducted by the Carrier's Chief Surgeon or his designated representative. There shall be no claim for time lost by the employee in the event employee is returned to service immediately after a reexamination as provided for by this paragraph of this rule.

Dated December 31, 1963 (RED)

SUPPLEMENT E

Item 2

From Article II of Memorandum of Agreement dated November 6, 1953

Upgrading Carmen Helpers and Apprentices

- (a) In the event of not being able to employ carmen with four years' experience who are of good moral character and habits, regular and helper apprentices will be advanced to carmen in accordance with their seniority. If more men are needed, helpers will be promoted. If this does not provide sufficient men to do the work, men who have had experience in the use of tools may be employed. They will not be retained in service as carmen when four-year carmen as described above become available.

NOTE: Helpers advanced as above will retain their seniority as helpers until they are qualified as carmen under the qualification rule and within thirty days thereafter shall make their choice whether to take seniority as a carman or retain seniority as a helper.

- (b) In the event of force reduction, in the absence of other existing arrangements, demotion shall be in the reverse order to that of upgrading.

SUPPLEMENT F UNION SHOP AGREEMENT

This Agreement made January 6, 1953, by and between the Chicago South Shore and South Bend Railroad and the employees represented by the Brotherhood Railway Carmen of America, South Shore Lodge 295, operating through Railway Employees Department of the A.F. of L. and C.I.O. disposes of disputes arising from the Union Shop and check off notices served upon the Carrier by the Organization on or about February 5, 1951, in accordance with the terms of the Agreement made at Washington, D.C., on August 29, 1952, as amended August 10, 1953, as follows:

Section 1

In accordance with and subject to the terms and conditions hereinafter set forth, all employees of the Carrier now or hereafter subject to the rules and working conditions Agreement between the parties hereto except as hereinafter provided shall, as a condition of their continued employment subject to such Agreements, become members of the Organization party to this Agreement representing their craft or class within sixty (60) calendar days of the date they first performed compensated service as such employees after the effective date of this Agreement, and thereafter shall maintain membership in such Organization; except that such membership shall not be required of an individual until employee has performed compensated service on thirty (30) days within a period of twelve consecutive calendar months. Nothing in this Agreement shall alter, enlarge, or otherwise change the coverage of the present or future rules and working conditions Agreements.

Section 2

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

Section 3

(a) Employees who retain seniority under the rules and working conditions Agreements governing their class or craft and who are regularly assigned or transferred to full-time employment not covered by such Agreements, or who, for a period of thirty (30) days or more, are (1) furloughed on account of force reduction, or (2) on leave of absence, or (3) absent on account of sickness or disability, will not be required to maintain membership as provided in Section 1 of this Agreement so long as they remain in such employment, or furloughed, or absent

Section 5

(a) Each employee covered by the provisions of this Agreement shall be considered by the Carrier to have met the requirements of the Agreement unless and until such Carrier is advised to the contrary in writing by the Organization. The Organization will notify the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, of any employee who it is alleged has failed to comply with the terms of this Agreement and who the Organization therefore, claims is not entitled to continue in employment subject to the rules and working conditions Agreement.

The form of notice to be used shall be agreed upon by the Carrier and the Organization involved and the form shall make provision for specifying the reason for the allegation of non-compliance. Upon receipt of such notice, the Carrier will, within ten (10) calendar days of such receipt, so notify the employee concerned in writing by Registered or Certified Mail, Return receipt Requested or by personal delivery evidenced by receipt. Copy of such notice to the employee shall be given the Organization. An employee so notified who disputes the fact that employee has failed to comply with the terms of this Agreement, shall within a period of ten (10) calendar days from the date of the receipt of such notice, request the Carrier in writing by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt, to accord him a hearing.

Upon receipt of such request, the Carrier shall set a date for a hearing which shall be held within ten (10) calendar days of the date of receipt of request therefor. Notice of the date set for hearing shall be promptly given the employee in writing with copy to the Organization, by Registered or Certified Mail, Return Receipt Requested, or by personal delivery evidenced by receipt. A Representative of the Organization shall attend and participate in the hearing. The receipt by the Carrier of a request for a hearing shall operate to stay action on the termination of employment until the hearing is held and the decision of the Carrier is rendered.

In the event the employee concerned does not request a hearing as provided herein, the Carrier shall proceed to terminate his seniority and employment under the rules and working conditions Agreement not later than thirty (30) calendar days from the receipt of the above described notice from the Organization, unless the Carrier and the Organization agree otherwise in writing.

(b) The Carrier shall determine on the basis of the evidence produced at the hearing whether or not the employee has complied with the terms of this Agreement and shall render a decision within twenty (20) calendar days from the date that the hearing is closed and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision is that the employee has not complied with the terms of this Agreement, his seniority and employment under the rules and working conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision except as hereinafter provided or unless the Carrier and the Organization agree otherwise in writing.

If the decision is not satisfactory to the employee or to the Organization, it may be appealed in writing, by Registered or Certified Mail, Return Receipt Requested, directly to the highest officer of the Carrier designated to handle appeals under this Agreement. Such appeals must be received by such officer within ten (10) calendar days of the date of the decision appealed from and shall operate to stay action on the termination of seniority and employment until the decision on appeal is rendered.

The Carrier shall promptly notify the other party in writing of any such appeal, by Registered or Certified Mail, Return Receipt Requested. The decision on such appeal shall be rendered within twenty (20) calendar days of the date the notice of appeal is received and the employee and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the decision on such appeal is that the employee has not complied with the terms of this Agreement, his seniority and employment under the rules and working conditions Agreement shall be terminated within twenty (20) calendar days of the date of said decision unless selection of a neutral is requested as provided below or unless the Carrier and the Organization agree otherwise in writing. The decision on appeal shall be final and binding unless within ten (10) days from the date of the decision the Organization or the employee involved requests the selection of a neutral person to decide the dispute as provided in Section 5 (c) below.

Any request for selection of a neutral shall operate to stay action on the termination of seniority and employment until not more than ten (10) calendar days from the date decision is rendered by the neutral person.

(c) If, within ten (10) calendar days after the date of a decision by the highest officer of the Carrier designated to handle appeals under this Agreement, the Organization or the employee involved requests such highest officer in writing by Registered or Certified Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer designated to handle appeals under this Agreement or his designated representative, the chief executive of the Organization or his designated Representative, and the employee involved or his Representative.

If they are unable to agree upon the selection of a neutral person, any one of them may request the Chairman of the National Mediation Board in writing to appoint such neutral. The Carrier, the Organization, and the employee involved shall have the right to appear and present

evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty (30) calendar days from the date of the request for his appointment and shall be final and binding upon the parties. The Carrier, the employee, and the Organization shall be promptly advised thereof in writing by Registered or Certified Mail, Return Receipt Requested.

If the position of the employee is sustained, the fees, salary, and expense of the neutral arbitrator shall be borne in equal share by the Carrier and the Organization; if the employee's position is not sustained, such fees, salary, and expense shall be borne in equal share by the Carrier, the Organization, and the employee.

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

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

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

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

Section 6

Other provisions of this Agreement to the contrary notwithstanding the Carrier shall not be required to terminate the employment of an employee until such time as a qualified replacement is available. The Carrier may not, however, retain such employee in service under the provisions of this section for a period of sixty (60) calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety (90) calendar days from date of receipt of notice from the Organization in cases where the employee does not request a hearing. The employee whose employment is extended under the provisions of this section shall not, during such extension, retain or acquire any seniority rights. The position will be advertised as vacant under the bulletining rules of the respective Agreements but the employee may remain on the position employee held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant unless displaced or unless the position is abolished. The above periods may be extended by Agreement between the Carrier and the Organization involved.

Section 7

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

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

Section 8

In the event that seniority and employment under the Rules and Working Conditions Agreement is terminated by the Carrier under the provisions of this Agreement, and such termination of seniority and employment is subsequently determined to be improper, unlawful, or unenforceable termination of seniority and employment, provided, however, that this section shall not apply to any case in which the Carrier involved is the plaintiff or the moving party in the action in which the aforesaid determination is made, or in which case such Carrier acts in collusion with any employee; provided further, that the aforementioned liability shall not extend to the expense of the Carrier in defending suits by employees whose seniority and employment are terminated by the Carrier under the provisions of this Agreement.

Section 9

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

Section 10

(a) The Carrier will deduct from the wages due each employe from whom it receives a valid written wage assignment as described herein in Paragraph (b) an amount each month during the continuance in effect of the Assignment which shall be equal to the amount paid by such employe to the Organization for dues and assessments (not including fines and penalties) uniformly required as a condition of acquiring and maintaining membership in such Organization.

(b) No such deduction as specified in Paragraph (a) shall be made except from the wages of an employe who has executed and delivered to the Carrier a written Wage Assignment authorizing the Carrier to withhold such amounts and pay them to the Financial Secretary of the Local Lodge of the Organization. Such assignments shall be executed on a form, the language of which shall be identical with that appearing on Attachment A which is attached hereto and made a part thereof, and shall be revocable in writing by the employe at any time but such revocation will be effective only as to the period beginning with the first day of the month following that in which the revocation is received by the Carrier. Such revocation shall be executed on a form, the language of which shall be identical with that appearing on Attachment B which is attached hereto and made a part thereof. Such assignment shall automatically expire on termination of the employment of the maker thereof. The forms to be used for Wage Assignment and Revocation, and the deduction lists referred to herein in Paragraph (c) shall be furnished as necessary by the Organization to the employe without cost or obligation to the Carrier. The Carrier shall have no responsibility or obligation whatever in connection with procurement of the execution of said form by the employes.

(c) Deductions as provided for herein shall be made by the Carrier for each employe for whom proper entry is made on monthly deduction lists prepared and certified as to correctness by the financial Secretary of the Local Lodge of the Organization and furnished to the Carrier in duplicate. Such deduction lists as well as all assignments, must be delivered to the Paymaster of the Carrier at Michigan City, Indiana, or to such other Representative as may be designated in writing by the Carrier, on or before the twentieth (20th) day of any given month in order to be effective for such month. Such deduction list shall not be subject to revision or change after delivery to the Carrier, nor shall any deduction as herein provided for be made except upon the basis of such deduction list. The deduction lists in duplicate shall be submitted on a form identical to the form attached hereto as Attachment C and made a part hereof. The names of the employes will be entered on the form in alphabetical order. No deduction will be made for any employe for whom an entry on the deduction list is incomplete, illegible or otherwise doubtful. All entries to be considered complete must specify the employe's payroll account number, employes name, and the amount to be deducted from the wages of such employe. The employes whose names are contained in such deduction lists shall in all cases be employes who have executed Wage Assignments which either have been delivered to the Carrier previously or are

delivered with the deduction list, and which remain unrevoked as of the delivery date. The Carrier will handle Wage Assignments and Revocations of Wage Assignments received directly from the employee.

(d) Deductions as provided for herein will be made by the Carrier from wages due to employees for the last half of the calendar month and payable on the tenth (10th) day of the following month, and the Carrier will remit by check payable to the Order of the Organization, to the Financial Secretary of the local lodge of the Organization or such Organization Officials who previously shall have been duly designated in writing to the Carrier as the authorized recipients of such remittances, the amount which corresponds to the total of all deductions properly listed and made for the local lodge. Such remittance checks will be mailed to the designated representative on or before the last day of each month covering deductions made in such month. With each remittance check, the Carrier will send to the Organization one list with proper notations for deductions not made.

Deductions will be made by the Carrier only from regular wages due employees and not from special payroll payments or time checks.

No deductions will be made in any month from wages of an employee member in the Organization for which the deduction list is not received by the Carrier's designated Representative on or before the twentieth (20th) day of such month.

No deductions will be accumulated or carried over from month to month for any reason whatsoever.

No deductions will be made for purposes other than the payment of dues and assessments (not including fines and penalties), and no more than one deduction will be made for any employee in any month of period.

In any instance in which the Carrier commits an error in the amount of any deduction withheld from an employee's wage, the Carrier may adjust such mistakes directly with the employee. In the event of any mistake by the Carrier in the amount of its remittance to any designated Representative of the Organization, if such mistake is not otherwise adjusted prior to the dispatch of the remittance for the following month or period, the Carrier will be permitted to adjust the amount of such succeeding remittance to correct the mistake.

The Carrier's liability for any and all amounts deducted pursuant to this Agreement shall terminate at the time it mails its check for the amount of such deductions, properly addressed to the designated Representative of the Organization.

(e) No deductions for dues and assessments (not including fines and penalties) will be made from the wages of any employe who does not have due to him for the last half of the month, wages in the amount equal to or exceeding the sum to be deducted in accordance with this Agreement, after first deducting any amounts which have been authorized for the following purposes:

1. Taxes due various governments.
2. Legal attachments and garnishments.
3. Amounts due the Carrier.
4. Amounts due the Credit Union.
5. All other authorized deductions.

(f) Responsibility of the Carrier under this Agreement shall be limited to dispatching to the Organization its check for the amount actually deducted from the wages of the employes. The Carrier shall not be responsible financially or otherwise, either to the Organization or to any employe for any failure to make deductions or for making improper or inadequate deductions or remittances except for correction of mistakes in such deductions or remittances as set forth in Paragraph (d) herein. Any questions arising with respect to the making of the deduction, the amount thereof or the authorization therefor, shall be handled by the employe involved with the Organization, and any complaints against the Carrier in connection therewith shall be handled with the Carrier Official signing this Agreement or his successor by the Organization on behalf of the employe concerned in conference arranged for this purpose.

(g) This Agreement shall become effective on August 10, 1953, and shall continue in effect until altered, changed or canceled in accordance with the Railway Labor Act.

Signed this 11th day of December, 1961.

For the Chicago South Shore and South Bend Railroad

by: W.P. COLITON

For the South Shore Lodge No. 295, Brotherhood of Railway Carmen

by: JOSEPH L. SWANSTROM

"A"

WAGE ASSIGNMENT

Print Full Name

Last Name

First Name

Middle Initial

Social Security No. _____

Payroll Account No. _____

To Chicago South Shore and South Bend Railroad:

I hereby assign to the Brotherhood Railway Carmen of America, South Shore Lodge 295, that part of my wages necessary to pay my periodic union dues, assessments, and initiation fees (not including fines and penalties) as reported and certified to the Company in monthly deductions lists by the Treasurer of the Brotherhood of Railway Carmen of American of which I am a member, as provided in the Checkoff Agreement entered into by the Brotherhood Railway Carmen of America and the Chicago South and South Bend Railroad on August 10, 1953.

I hereby authorize said Company to deduct from my wages all such sums and to pay them over to the Treasurer in accordance with the terms of the Checkoff Agreement. This Assignment shall be revocable by me in writing at any time, but any such revocation of this Agreement shall be effective only as to the period beginning with the first day of the month following that in which the revocation is received by the Company. Termination of my employment status with the Company will automatically revoke this Assignment.

Dated _____, 196_____

(Signature) _____

"B"

WAGE ASSIGNMENT REVOCATION

Print Full Name

Last Name

First Name

Middle Initial

Social Security No. _____

Payroll Account No. _____

To Chicago South Shore and South Bend Railroad:

Effective the first of the month following the month hereof, I hereby revoke the Wage Assignment now in effect assigning to the Brotherhood Railway Carmen of America that part of my wages necessary to pay my periodic union dues, assessments, and initiation fees, and I hereby cancel the authorization now in effect authorizing the Chicago South Shore and South Bend Railroad to deduct such periodic union dues, assessments and initiation fees from my wages.

Dated _____, 196_____

(Signature) _____

"C"

MONTHLY DEDUCTION LIST

Sheet _____ of _____ Sheets

BROTHERHOOD RAILWAY CARMEN OF AMERICA

Date _____, 19 _____

Lodge _____ Deduction Code _____

Location _____ Division _____

CHICAGO SOUTH SHORE AND SOUTH BEND RAILROAD:

Please deduct from earnings of each employee listed hereon for the first half of the month of _____ 19 _____ the amount shown opposite his name.

Signed _____

Title _____