

AGREEMENT

**Governing Hours of Service
And Working Conditions**

Between The

**CHICAGO SOUTH SHORE
& SOUTH BEND RAILROAD**

and

**All That Class Of
Clerical, Office, Station
And Storehouse Employes
Represented By The**

**BROTHERHOOD OF
RAILWAY, AIRLINE AND
STEAMSHIP CLERKS,
FREIGHT HANDLERS,
EXPRESS AND
STATION EMPLOYES**

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Rule 1.

Scope and Work of Employees Affected

(a) These rules shall govern the hours of service and working conditions of all employees engaged in the work of the craft or class of clerical, office, station and storehouse employees as such craft or class is, or may be, defined by the National Mediation Board. Positions or work referred to in, or coming within the scope of, this agreement belong to the employees covered thereby and no work or position shall be removed from the application of these rules except by agreement between the parties hereto; nor shall any officer or employee not covered by this agreement be permitted to perform any clerical, office, station or storehouse work which is not incident to his regular duties except by agreement between the parties signatory hereto.

(b) Any function performed by work now or heretofore assigned to employees subject to this agreement shall continue to be work subject to this agreement, irrespective of any change in the means by which such function is performed.

(c) For the purpose of this agreement, the craft or class of clerical, office, station and storehouse employees is divided into the following categories:

(1) Clerks: (a) Clerical Workers

(b) Machine Operators

Other office, station and storehouse employees, such as office boys, baggage and mail room employees, operators of certain office or station appliances and devices, telephone switchboard operators and all other employees performing analogous service.

(2) Office, station and warehouse watchmen, janitors, porters and laborers employed in and around stations, storehouses and warehouses and all other employees performing analogous service.

(d) Only rules 1,3,4,5,6,18 and 68 will apply to the occupants of the following positions; they are excepted from all other rules

Department	Office	Position
Executive	President and General Manager	Secretary
Accounting	Vice President and Comptroller	Secretary Asst. Auditor of Freight Rev.

Traffic
Transportation

Vice President in
Charge of Traffic
Superintendent

Asst. Valuation
Engineer
Secretary
Traffic Analyst
Secretary

Rule 2.

Definition of Clerk

(a) Employee who regularly devotes not less than four (4) hours per day to the writing and calculating incident to keeping records and accounts, writing and transcribing letters, bills, reports, statements and similar work and to the operation of office mechanical equipment or devices in connection with such duties, shall be designated as clerks. The above definition shall not apply to:

(b) Employees engaged in assorting tickets, waybills, etc. nor to employees operating appliances or machines for perforating and addressing envelopes, numbering claims or other paper, adjusting dictaphone cylinders and work of a similar nature, nor to employees gathering or delivering mail or other similar work not requiring clerical ability.

(c) Office boys, messengers, and chore boys; or to other employees doing similar work.

(d) Employees performing manual work not requiring clerical ability.

Rule 3.

Seniority Datum

(a) Seniority begins at the time employees' pay starts.

(b) Where two or more employees enter upon their duties at the same hour on the same day, employing officer shall at that time designate respective rank of such employees, notifying duly accredited representative of such designation.

(c) Employees who have been promoted from this agreement prior to November 1, 1977 and are now filling partially excepted, fully excepted, official, and/or non-contract positions shall retain and continue to accumulate their seniority. Employees promoted from this agreement after November 1, 1977 to partially excepted (as set forth in Paragraph D of Rule 1), fully excepted, official, and/or non-contract positions will be required to pay organization dues as a condition to retaining and continuing to accumulate their seniority. In the event the employee declines to pay organization dues while occupying a partially excepted, fully excepted, official, and/or non-contract position, the duly

accredited representative shall so notify the carrier and within thirty (30) days after receipt of notification, the employee will forfeit his seniority.

Rule 4.

Re-entering Service

Employees voluntarily leaving the service will forfeit all seniority and if they re-enter, be considered as new employees. No employee whose employment and seniority have been terminated pursuant to the Union Shop Agreement will be re-employed prior to the expiration of one year from the date of his termination.

Rule 5.

Seniority District

One seniority district is hereby established for all employees covered by this agreement.

Rule 6.

Seniority Roster

(a) A seniority roster showing rank number, name, title of position, location and seniority date of all employees within the scope of this agreement shall be posted in agreed upon places accessible to all employees affected.

(b) Names of employees retaining seniority rights under Rules 3 (c) and 36 shall be carried on the roster and an asterisk (*) shall be placed before such names to properly designate them.

(c) The roster will be revised and posted in January and July of each year and will be open to protest for a period of sixty (60) days from date of posting and upon presentation of proof of error by an employee or his "duly accredited representative" such an error will be corrected.

(d) The "duly accredited representatives" of the employees will be furnished with four (4) copies of the roster.

(e) Effective with the posting of January 1952 roster, protest of seniority dates for correction or for addition or deletion of names will be confined to names added since posting of previous roster. Seniority dates of all employees carried on July 1951 roster will be considered as permanently established, except as may be corrected as a result of protest filed within the sixty (60) calendar day period after posting of said roster, and the names of employees with seniority dates prior to July, 1951 will not be added to or deleted

from subsequent rosters except by approval of the Management and the General Chairman.

Rule 7.

Exercise of Seniority

(a) Seniority rights of employees covered by these rules may be exercised only in case of vacancies, new positions or reduction of forces, except as otherwise provided in this agreement.

(b) The exercise of seniority in the reduction or restoration of forces or displacement of junior employees, is subject to the provisions of Rules 3 and 16.

Rule 8.

Promotion, Assignments and Displacements

Employees covered by these rules shall be in line for promotion. Promotion, assignments and displacements shall be based on seniority, fitness and ability; fitness and ability being sufficient, seniority shall prevail.

NOTE: The word "sufficient" is intended to more clearly establish the right of the senior employee to bid in a new position or vacancy where two or more employees have adequate fitness and ability.

In filling the following positions, the Carrier may apply the provisions of this rule in reverse order, i.e., fitness and ability and seniority. An employee awarded one of these positions may not be displaced therefrom by a senior employee except upon approval by the Carrier:

- Traffic Department:
 - Chief of Tariff Bureau
 - Secretary to Passenger Traffic Manager
- Maintenance of Way:
 - Chief Clerk
- Maintenance of Equipment:
 - Chief Clerk
- Law:
 - Secretary to Claims Attorney
- Purchasing:
 - Secretary to Purchasing Agent

Rule 9.

Bulletins

(a) New positions and/or vacancies will be promptly bulletined and posted in agreed upon places accessible to all

employees affected. Bulletin to show location, title, rate of pay, assigned hours and days of service and assigned meal period. Employees desiring such positions will within three (3) working days file their application with the official whose name is signed to the bulletin, sending a copy to the Local Chairman. A bulletin of assignment designating the successful applicant shall be posted within three working days after the close of the advertising period.

(b) An employee awarded a bulletined position will be transferred promptly to such assignment after issuance of assignment bulletin. Employee not transferred within five (5) calendar days after date of assignment will be paid \$1.00 per day thereafter until transfer has been made, in addition to regular salary of the new position to which he has been assigned.

(Interpretation) In computing time and days under paragraph (a) above, the bulletining time will begin the first 10:00 A.M. after posting and Saturdays, Sundays and holidays set forth in Rule 46 (b) will not be considered as being working days.

Rule 10.

Temporary Assignment

Bulletined positions may be filled temporarily pending an assignment and in the event no applications are received from employees in service, the position may be filled by appointment, except as otherwise provided in Rule 19.

Rule 11.

Short Vacancies

(a) New positions and/or vacancies of thirty (30) calendar days or less duration shall be considered short vacancies and need not be bulletined. However, when there is reasonable evidence that such new positions and/or vacancies will extend beyond the thirty (30) day limit, they shall immediately be bulletined, showing, if practicable, probable or expected duration.

(b) Employees will be selected to fill positions pending assignment by bulletin and all short vacancies in accordance with Rule 8 and paragraphs (e), (f) and (g) of Rule 19.

Rule 12.

More Than One Vacancy

When more than one vacancy or new position exists at the same time, employees shall have the right to bid on any or all, stating preference. Nothing in this rule shall be construed to prevent employees bidding on all bulletined positions,

irrespective of whether the position sought is of the same, greater or lesser remuneration.

Rule 13.

Former Position Vacant

When an employee bids for and is awarded a permanent position, his former position will be declared vacant and bulletined.

Rule 14.

Declining Promotion

Employees declining promotion or declining to bid for a bulletined position shall not lose their seniority.

Rule 15.

Furnishing Bulletins

Copies of all bulletins and notices of changes in starting times and rest days of employees covered by this agreement will be furnished the Local and General Chairman.

Rule 16.

Time in Which to Qualify

(a) Employees entitled to bulletined positions or exercising displacement rights will be allowed thirty (30) working days in which to qualify and failing, shall retain all their seniority rights, may bid on any bulletined position, but may not displace any regularly assigned employee.

(b) When it is definitely determined, through hearing if desired, that employees cannot qualify, they may be removed before the expiration of thirty (30) working days. Employees who fail to qualify on a temporary assignment may immediately return to their regular position.

(c) Employees will be given full cooperation of department heads and others in their efforts to qualify.

Rule 17.

Reason for Non-Assignment

When an employee junior to other applicants is assigned to a bulletined position, the senior employees making application will upon written request, if filed within fifteen (15) days, be advised in writing the reason for their non-assignment.

Rule 18.

Status After Leave of Absence or when Relieved from Temporary Assignment of Excepted or Official Position

An employee returning after leave of absence, when relieved from temporary assignment, excepted or official position, may return to former position providing it has not been abolished or senior employee has not exercised displacement rights thereon, or may upon return or within five (5) days thereafter, exercise seniority rights on any position bulletined during such absence. In the event employees former position has been abolished or senior employee has exercised displacement rights thereon, the returning employee will be governed by the provisions of Rule 19, and will have the privilege of exercising seniority rights over junior employees, if such rights are asserted within ten (10) days after his return. Employees displaced by his return will be affected in the same manner.

NOTE: It is understood that an employee returning under this rule cannot return to his former position and then exercise his seniority within the five (5) day period. He must make his decision before actually returning to work.

Rule 19.

Reducing Force

- (a) When reducing forces seniority rights shall govern.
- (b) Proposed reduction in force shall be bulletined not less than five (5) working days in advance of the effective date reduction is to be made, except that not more than sixteen (16) hours advance notice will be required under emergency conditions such as flood, snow storm, hurricane, earthquake, fire or strike, provided the Carrier's operations are suspended in whole or in part and provided further that because of such emergency the work which would be performed by the incumbents of the positions to be abolished or the work which would be performed by the employees involved in the force reductions no longer exists or cannot be performed.
- (c) Employees whose positions are abolished may exercise their seniority rights over junior employees; other employees affected may exercise their seniority rights in the same manner.
- (d) Employees displaced, whose seniority rights entitle them to regular positions, shall assert such rights within ten (10) days.
- (e) Employees who do not possess sufficient seniority to

displace a junior employee or who do not assert their displacement rights within the prescribed time limit will be considered as furloughed. Such employees will be given the preference on a seniority basis for all extra work and short vacancies.

(f) Furloughed employees will retain their seniority and be returned to service in the order of their seniority. They must however, file their name and address with the proper officer at the time of lay-off, advise of any change of address and renew their address each ninety (90) days.

(g) When a bulletined new position or vacancy is not bid in by an employee in service senior to a furloughed employee who has protected his seniority as provided in this rule, the senior furloughed employee will be assigned the position. When there are two or more available furloughed employees and no bids have been received from regularly assigned employees, the senior furloughed employees may decline such positions. In such cases, the junior employee will be assigned.

(h) Furloughed employees failing to return to service within seven (7) days after being notified (by mail or telegram sent to the last address given) or give satisfactory reason for not doing so will be considered out of service.

NOTE: When an extra board is established, rules governing the manner of working extra employees will be accomplished in writing by mutual agreement between management and duly accredited representative.

ARTICLE VII - FORCE REDUCTION RULE

February 25, 1971 National Agreement

Insofar as applicable to the employees covered by this Agreement, Article VI of the Agreement of August 21, 1954 is hereby amended to read as follows:

(a) Rules, agreements or practices, however established, that require advance notice to employees before abolishing positions or making 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 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 hours' pay at the applicable rate for his position. If an employee works any portion of the day he will be paid in accordance with existing rules.

(b) Rules, agreements or practices, however established, that require advance notice before positions are abolished or forces are 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 20.

Reinstated Positions

When a position is abolished or discontinued and reinstated or bulletined within ninety (90) days, the last regular assigned incumbent applying as provided in Rule 9 with advice that he is said "last regular assigned incumbent", will be returned to the position without regard to seniority.

When an employee returns to a reinstated position under this rule, other employees who were disturbed account this temporary reduction of force may return to their former position in the same manner as provided above.

Rule 21.

Changing Assigned Starting Time

(a) Regular assignments shall have a fixed starting time which shall be the same each day and the regular starting time will not be changed without at least forty-eight (48) hours advance notice to the employee affected.

(b) When the established starting time of a regular position is changed more than one (1) hour for more than five (5) consecutive days or either of the days of rest are changed, it will be abolished and bulletined as a new position as provided in Rule 9. The incumbent of the abolished position will be governed by the provisions of Rule 19 and may exercise seniority accordingly.

(c) Where a position is rebulletined, by reason of changes prescribed in the above paragraph, the regular incumbent may continue working this position during the advertised period and if he desires this position, he must make application during that time, and failing to do so, will not be permitted to exercise seniority to that position on the basis of having lost his former assignment.

(Interpretation) "Established starting time" under this rule means the time shown on the last bulletin notice.

Rule 22.

Transferring

(a) Positions and/or work shall not be transferred from one city to another city, except by agreement between Management and the General Chairman.

(b) When an established position is to be transferred under the provisions of paragraph (a) from one location to another location, the occupant of the position to be transferred will be permitted to follow the position to the new location if he desires to do so. Should he elect not to transfer to the new location, he will be permitted to exercise his displacement rights and the position to be transferred will be bulletined and filled in accordance with Rule 9.

Rule 23.

Changing Duties

When the duties of any position are so changed that the occupant cannot satisfactorily perform them, he shall upon agreement between the Management and General Chairman, be permitted to exercise his seniority rights to a position held by a junior employee. This rule may also be invoked when the employee's physical condition becomes such that he can no longer perform his regular duties.

Rule 24.

Agreements Not Reproduced

The following agreements though not printed herein, are in effect and are hereby made a part of this agreement:

1. Washington Job Protection Agreement.
2. Travelers Group Policy Contract No. GA-23000.
3. Railroad Employees National Dental Plan.
4. Travelers Group Policy No. GA-46000.

Rule 25.

Changes in Rates

Except when changes in rates result from negotiations for adjustments of a general character, the changing of a rate of a specified position shall constitute a new position, unless otherwise agreed to by the Management and General Chairman.

ARTICLE VIII - ENTRY RATES

From January 30, 1979 National Agreement

Section 1 - Service First 12-Months

Employees entering service on and after the effective date of this Article shall be paid as follows for all service performed within the first twelve (12) calendar months of service:

(a) For the first twelve (12) calendar months of employment, new employees shall be paid 85% of the applicable rates of pay (including COLA).

(b) Employees who have had an employment relationship with the carrier and are rehired will be paid at established rate after completion of a total of twelve (12) months' combined service.

(c) Service in a craft not represented by the organization signatory hereto shall not be considered in determining periods of employment under this rule.

(d) Any calendar month in which an employee does not render compensated service due to voluntary absence, suspension, or dismissal shall not count toward completion of the twelve (12) month period.

Rule 26.

Advice of Cause

When an employee is charged with an offense, it shall be done in writing, specifying the precise charge.

Rule 27.

Investigation

An employee who has been in the service more than sixty (60) calendar days or whose application has been formally approved shall not be disciplined or dismissed without investigation. He may, however, be held out of service pending such investigation. The investigation shall be held within seven (7) days of the date when charged with the offense or held from service. A decision will be rendered within seven (7) days after completion of investigation. The time limits in this rule may be extended by mutual agreement.

Rule 28.

Appeals and Further Hearings

The right of appeal by employees or their "duly accredited

representatives" in the regular order of succession up to and including the highest official designated by the management to whom appeals may be made is hereby established. When appeal is taken, further hearings shall be granted, if requested of the official to whom appeal is made. Appeals will be registered within a reasonable time after decision is given and a copy furnished official whose decision is appealed. Hearing and decisions on appeals will be given within a reasonable time.

Rule 29.

Representation

At investigations and hearings an employee may be assisted by one or more duly accredited representatives. Disputes growing out of personal grievances and/or out of the interpretation or application of agreements or practices concerning wages, rules or working conditions between the parties hereto, may be handled by one or more duly accredited representatives, first with the immediate supervisory officer and, if not satisfactorily settled, may be appealed by the representative in the order of succession up to and including the highest official designated by the management to whom appeals may be made.

Rule 29½.

Time Limits-Grievances

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

(b) If a disallowed claim or grievance is to be appealed, such appeal must be in writing and must be taken within 60 days from receipt of notice of disallowance; and the representative of the Carrier shall be notified in writing within that time of the rejection of 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 on the property, extend the 60-day period for either 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), pertaining to appeal by the employee and decision by the Carrier, shall govern in appeals taken to each succeeding officer, except in cases of appeal from the decision of the highest officer designated by the Carrier to handle such disputes. All claims or grievances involved in a decision by the highest designated officer shall be barred unless within 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 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 agreement is not intended to deny the right of the employees to use any other lawful action for the settlement of claims or grievances provided such action is instituted within 9 months of the date of the decision of the highest designated officer of the Carrier.

(g) This rule shall not apply to requests for leniency.

Rule 30.

Investigations and Hearings-When Held

Investigations and hearings of all employees, excepting Traffic Department, will be held whenever possible at the General Office of the Company. Investigations and hearings of

Traffic Department employees will be held in the Traffic Department.

Rule 31.

Records at Investigations and Hearings

A copy of all statements made a matter of record at investigations or hearings will be furnished to the employee and his "duly accredited representative".

Rule 32.

Date of Suspension

If an employee is suspended, the suspension shall date from the time he was taken out of service.

Rule 33.

Exoneration

If the final decision decrees that charges against the employee were not sustained, the record shall be cleared of the charge; if suspended or dismissed, the employee shall be reinstated and paid for all time lost.

ARTICLE IX - DEDUCTION OF OTHER EARNINGS IN DISCIPLINE CASES
February 25, 1971 National Agreement

It is recognized that where an employee is dismissed or suspended from service for cause and subsequently it is found that such discipline was unwarranted and the employee is restored to service with pay for time lost, it is proper that any earnings in other employment will be used to offset the loss of earnings. This understanding is not intended to change existing rules or practices which now provide for deduction of other earnings in discipline cases.

Rule 34.

Unjust Treatment

An employee who considers himself unjustly treated, otherwise than covered by these rules, shall have the right of hearing, appeal and representation as provided in Rules 27, 28, 29, 30 and 31, if written request which sets forth the employee's grievance is made to his superior within thirty (30) days of cause of complaint.

Rule 35.

Leave of Absence

(a) When the requirements of the service will permit, employees on request will be granted leave of absence not to exceed thirty (30) days, with the privilege of renewal. Except as provided in Rule 36, leave of absence in excess of ninety (90) days in any twelve (12) month period shall not be granted unless by approval of the Management and the General Chairman.

(b) Except as provided in Rule 36, an employee absent on leave who engages in other employment will be considered out of the service unless special arrangements shall have been made by agreement with the official granting the leave of absence and the "duly accredited representative" of the employees.

(c) An employee who fails to report for duty at the expiration of leave of absence will forfeit his seniority rights, except when failure to report on time is the result of unavoidable delay, in which case the leave will be extended to include such delay.

(d) All requests for leave of absence of thirty (30) days or more must be made in writing, and, if granted, proper authority will be furnished in writing and copies furnished the Local and General Chairman. This also applies to renewal of leave of absence.

(e) Employees may return before the expiration of their leave of absence and exercise their rights as provided in Rule 18.

Rule 36.

Leave of Absence Duly Accredited Representatives

"Duly accredited representatives" of the employees and other employees employed exclusively by the organization shall be considered as in the service of the carrier and may return to their former position or exercise seniority rights within thirty (30) days after release from such employment.

Rule 37.

Day's Work

Eight (8) consecutive hours, exclusive of the meal period, shall constitute a day's work for which a minimum of eight (8) hours pay shall be allowed.

Rule 38.

Meal Period

(a) Except as provided in paragraph (b) of this rule, the meal period shall be regularly assigned; shall not be less than thirty (30) minutes nor more than one (1) hour and shall be between the ending of the third hour and the beginning of the sixth hour after starting work.

(b) For regular operations requiring continuous service, eight (8) consecutive hours without meal period shall be assigned as constituting a day's work, in which case twenty (20) minutes shall be allowed between the ending of the third hour and the beginning of the sixth hour after starting work, without deduction in pay.

(c) If meal period is not afforded as provided in paragraphs (a) and (b) of this rule, it shall be paid for at the pro rata rate and twenty minutes in which to eat shall be afforded at the first opportunity.

Rule 39.

Starting Time of Positions

Where three consecutive shifts are worked covering the twenty-four hour period, no shift will have a starting time after twelve o'clock midnight and before six (6:00) A.M., unless by mutual agreement between management and duly accredited representative to start at some other time.

(Interpretation) During the period of the year when time changes are made to conform with Daylight Saving Time, employees will change back and forth with the time without penalty to the Company.

Rule 40.

Work Week

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

(a) GENERAL. The work week for all employees subject to this agreement will be 40 hours, consisting of five days of eight hours each, with two consecutive days off in each seven; the work weeks may be staggered in accordance with the carrier's

operational requirements; so far as practicable the days off shall be Saturday and Sunday. This rule is subject to the following provisions:

(b) FIVE-DAY POSITIONS. On positions the duties of which can reasonably be met in five days, the days off will be Saturday and Sunday.

(c) SIX-DAY POSITIONS. Where the nature of the work is such that employees will be needed six days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

(d) SEVEN-DAY POSITIONS. On positions which have been filled seven days per week any two consecutive days may be the rest days with the presumption in favor of Saturday and Sunday.

(e) REGULAR 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 days of assignments in six or seven-day service or combination thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement. Where no guarantee rule now exists such relief assignments will not be required to have five days of work per week.

Assignments for regular relief positions 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 whom they are relieving.

(f) DEVIATION FROM MONDAY-FRIDAY WEEK. If in positions or work extending over a period of five days per week, an operational problem arises which the carrier contends cannot be met under the provisions of paragraph (b) of this rule, and requires that some of such employees work Tuesday to Saturday instead of Monday to Friday, and the employees contend the contrary, and if the parties fail to agree thereon, then if the carrier nevertheless puts such assignments into effect, the dispute may be processed as a grievance or claim under the rules agreement.

(g) NONCONSECUTIVE REST DAYS. The typical work week is to be one with two consecutive days off, and it is the carrier's obligation to grant this. Therefore, when an operating problem is met which may affect the consecutiveness of the rest days of positions or assignments covered by paragraphs (c), (d), and (e), the following procedures shall be used.

1. All possible regular relief positions shall be established pursuant to paragraph (e) of this rule.
2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.
3. Efforts will be made by the parties to agree on the

accumulation of rest time and the granting of longer consecutive rest periods.

4. Other suitable or practicable plans which may be suggested by either of the parties shall be considered and efforts made to come to an agreement thereon.
5. If the foregoing does not solve the problem, then some of the relief or extra men may be given nonconsecutive rest days.
6. If after all the foregoing has been done there still remains service which can only be performed by requiring employees to work in excess of five days per week, the number of regular assignments necessary to avoid this may be made with two non-consecutive days off.
7. 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.
8. 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 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 this could be avoided only by working certain employees in excess of five days per week.

(h) REST DAYS OF EXTRA OR FURLOUGHED EMPLOYEES. To the extent extra or furloughed employees may be utilized under this agreement, their days off need not be consecutive; however, if they take the assignment of a regular employee they will have as their days off the regular days off of that assignment.

(i) BEGINNING OF WORK WEEK. The term "work week" for regularly assigned employees shall mean a week beginning on the first day on which the assignment is bulletined to work, and for unassigned employees shall mean a period of seven consecutive days starting with Monday.

Rule 41.

Overtime

(a) Except as otherwise provided in Rule 42 (a), time in excess of eight hours, exclusive of the meal period, on any day will be considered overtime and paid on the actual minute

basis at the rate of time and one-half.

(Interpretation) The word "day" is construed to mean a twenty-four (24) hour period from the previous starting time.

(b) Work in excess of 40 straight time hours in any work week shall be paid for at one and one-half times the basic straight time rate except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g) of Rule 40.

(c) Employees worked on more than five days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except where such work is performed by an employee due to moving from one assignment to another or to or from an extra or furloughed list, or where days off are being accumulated under paragraph (g) of Rule 40.

(d) There shall be no overtime on overtime; neither shall overtime hours paid for, other than hours not in excess of eight paid for at overtime rates on holidays or for changing shifts, be utilized in computing the 40 hours per week, nor shall time paid for in the nature of 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 these rules in computations leading to overtime.

(e) SERVICE ON REST DAYS. Service rendered by employees on assigned rest days (other than Sunday) shall be paid for under the call rule unless relieving an employee assigned to such day in which case, they will be paid for eight (8) hours at the rate of the position occupied or their regular rate, whichever is higher. Where Sunday is one of the rest days, service on Sunday will be paid for as provided in Rule 42. Regular assigned rest days shall not be changed except after such advance notice to the employee as is required under Rule 21.

(Interpretation) It is understood that employees called on their rest days (not relieving another employee) will be paid three (3) hours for two (2) hours work or less and if held on duty in excess of two hours, time and one-half will be allowed on the minute basis. If an employee is called on his rest day or days to relieve another employee, he will be allowed a minimum of eight (8) hours at the rate of time and one-half.

(f) WORK ON UNASSIGNED DAYS. Where work is required by the carrier to be performed on a day which is not a part of any assignment, it may be performed by an available unassigned employee who will otherwise not have 40 hours of work that week; in all

other cases by the regular employee.

(g)

1. When a vacancy exists on seven day positions, the employees within that relief pool shall be entitled to the work at penalty time rate. This shall be accomplished by moving the relief employee to the existing vacancy if the incumbent of the regular position is off; and if the relief assignment becomes vacant, the regular employees shall be entitled to work on their rest days at penalty time rate.
2. If this agreement does not develop the desired results, then the closest (geographical) employees performing that particular type of work will be given preference on a seniority basis. To further define particular type of work, it is meant that Yard Clerks will get the preference for Yard Clerk's positions, and Ticket Agents will get the preference for selling tickets.
3. The procedures outlined in paragraphs 1. and 2. of this paragraph (g) does not supersede the working of unassigned employees who have worked less than forty (40) hours in that particular week, but does prevail over unassigned employees who have worked forty (40) hours that week.

Rule 42.

Notified or Called

(a) Except as provided in paragraph (b) of this rule, employees notified or called to perform work not continuous with, before or after the regular work period or on Sundays and specified holidays, shall be allowed a minimum of three hours for two hours work or less; if held on duty in excess of two hours, time and one-half will be allowed on minute basis.

(b) Employees who have completed their regular tour of duty and have been released and required to return for further service, may if conditions justify, be compensated as if on continuous duty.

Rule 43.

Absorbing Overtime

ARTICLE VI - ABSORBING OVERTIME

February 25, 1971 National Agreement

Insofar as concerns employees covered by the Clerks agreements

on the individual railroads, the following shall apply effective as of the date of this agreement:

Employees will not be required to suspend work during regular hours to absorb overtime.

NOTE: Under the provisions of this rule, an employee may not be requested to suspend work and pay during his tour of duty to absorb overtime previously earned or in anticipation of overtime to be earned by him. It is not intended that an employee cross craft lines to assist another employee. It is the intention, however, that an employee may be used to assist another employee during his tour of duty in the same office or location where he works and in the same seniority district without penalty. An employee assisting another employee on a position paying a higher rate will receive the higher rate for time worked while assisting such employee, except that existing rules which provide for payment of the highest rate for entire tour of duty will continue in effect. An employee assisting another employee on a position paying the same or lower rate will not have his rate reduced.

Rule 44.

Authorizing Overtime

Overtime will not be worked unless by direction of proper authority, except in case of emergency where advance authority is not obtainable.

Rule 45.

Notified When Time is Disallowed

When time is claimed in writing and such claim is disallowed, the employee making the claim shall be notified in writing and reason for non-allowance given.

Rule 46.

Sunday Work-Holiday Work

(a) SUNDAY WORK. Punitive rates for Sunday work when Sunday is one of the regularly assigned work days of the work week are eliminated. The elimination of such punitive rates does

not contemplate the reinstatement of work on Sunday which can be dispensed with. On the other hand, a rigid adherence to the precise pattern that may be in effect immediately prior to September 1, 1949, with regard to the amount of Sunday work that may be necessary is not required. Changes in amount or nature of traffic or business and seasonal fluctuation must be taken into account. This is not to be taken to mean, however, that types of work which have not been needed on Sundays will hereafter be assigned on Sunday. The intent is to recognize that the number of people on necessary Sunday work may change.

(b) HOLIDAY WORK. Work performed on the legal holidays, named in Supplement No. 7 (provided when any of the named holidays falls on Sunday the day observed by the state, nation or by proclamation shall be considered the holiday) shall be paid for at the rate of time and one-half.

Rule 46½.

National Holiday Pay Rule

As established by the current Holiday provisions of the National Agreement of August 21, 1954 and amendments thereto, see Supplement No. 7.

Rule 47.

Weekly Guarantee

Nothing herein shall be construed to permit the reduction of regular five and six-day positions below that number of days per week, except that this number may be reduced in a week in which one of the holidays specified in Rule 46 (b) occurs within the five days constituting the work week to the extent of such holiday. Seven-day positions shall be worked daily, including all holidays.

NOTE: A five (5) day position classified under Rule 1(c) (1), in the Traffic, Freight, Claim, Executive, Law, Transportation (Except Line of Road), Accounting, Mechanical, Maintenance of Way, Purchases and Stores Departments, may be blanked when the regular incumbent is absent for any reason and being compensated therefor. If said regular incumbent is absent for any reason and not being compensated therefor, the

position may be blanked for a period not to exceed two (2) days.

Rule 48.

Basis of Pay

Employees heretofore paid on a monthly or daily basis shall continue to be paid on that basis. Employees heretofore paid on an hourly basis shall be paid on a daily basis. To determine the pro rata hourly rate for monthly rated employees, divide the monthly rate by 176 hours. To determine the daily rate for hourly rated employees, multiply the hourly rate by 8. To determine the pro rata hourly rate, divide the daily rate by 8.

Rule 49.

Attending Court, Witnesses

Employees taken away from their regular assigned duties, at the request of the management, to attend court or to appear as witnesses for the carrier, will be furnished transportation and will be allowed compensation equal to what would have been earned had such interruption not taken place, and, in addition, necessary actual expenses while away from headquarters. If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile time shall be computed at the rate of two minutes per mile traveled.

In the event an employee is held away from home terminal on rest days he will be allowed a minimum of one day's pay at pro rata rate for each day so held.

Rule 50

Rating Positions

Positions (not employees) shall be rated and the transfer of rates from one position to another shall not be permitted.

Rule 51.

Preservation of Rates

Employees temporarily or permanently assigned to higher rated positions and/or work shall receive the higher rates while occupying such position; employees temporarily assigned to lower rated positions and/or work shall not have their rates reduced.

An employee temporarily assigned by proper authority to a position paying a higher rate than the position to which regularly assigned for four (4) hours or more in one day will be allowed the higher rate for the entire day. An employee temporarily assigned by proper authority to a position paying a higher rate of pay for less than four (4) hours in one day will be paid at the higher rate therefor on the minute basis.

A "temporary assignment", contemplates the fulfillment of the duties and responsibilities of the position during the time occupied, whether regular occupant of the position is absent or whether the temporary assignee does the work irrespective of the presence of the regular employee. Assisting a higher rated employee due to a temporary increase in the volume of work does not constitute a temporary assignment.

Rule 52.

Women

The pay of women employees, for the same kind of work, shall be the same as that of men, and their working conditions must be healthful and fitted to their needs.

Rule 53.

New Positions

The rates of pay for new positions shall be in conformity with the rates of pay for positions of similar grade or kind where created. Where no similar position exists, the rate of the new position will be established by negotiation.

Rule 54.

Vacations With Pay

Vacations with pay shall be granted to employees covered by this agreement under and in accordance with the terms and

provisions of the Vacation Agreement signed at Chicago, Illinois, on December 17, 1941, as amended and incorporated in this Agreement as a supplement hereto. (see Supplement No.).

Rule 55.

Sick Leave Allowances With Pay

(a) Beginning on the first day an employee is absent from work due to personal illness and extending in each instance for the length of time determined by the provisions of the subsections of this Section 1, each such employee shall be entitled to a sickness allowance for such days of illness on which he otherwise would have worked in accordance with the schedule of benefits set forth in the following subsections:

- (1) An employee with less than 1 year service will not be entitled to any benefits under this Agreement.
- (2) Employees with 1 year or more but less than 2 years' service - five days' sickness allowances per year.
- (3) Employees with two years or more but less than ten years' service - 10 days' sickness allowances per year.
- (4) Employees with more than ten years' service - 15 days' sickness allowances per year.

(b) Employees may accumulate unused sickness allowances for previous years up to a maximum of 45 days.

(c) Satisfactory evidence as to sickness, preferably in the form of a certificate from a reputable physician, may be required in case of doubt.

(d) Employees covered by this agreement shall be allowed a maximum of three (3) working days off with pay when a death occurs in their immediate family (father, mother, spouse, brother, sister, children, stepmother and stepfather). Such allowances shall not be chargeable to above Sick leave allowances.

ARTICLE IX - SICK LEAVE

From January 30, 1979 National Agreement

Section 1.

(a) Rules agreements or practices, however established, on the individual railroads providing for any type of sick leave are hereby amended so as to provide for a maximum of two (2) additional

days of sick leave per year. Employees with ten but less than twenty years of service shall be entitled to one additional sick leave day per year. Employees with twenty or more years of service shall be entitled to two additional sick-leave days per year.

(b) Rules agreements or practices on railroads that do not provide for any sick leave are hereby amended to provide for a maximum of two (2) days of sick leave per year. Employees with ten but less than twenty years of service shall be entitled to one sick-leave day per year. Employees with twenty or more years of service shall be entitled to two sick-leave days per year.

Section 2.

(a) The sick-leave days provided in Section 1 may, at the option of the employee, be taken as sick leave and subject to the agreement requirements governing sick leave or upon 48 hours' advance notice from the employee to the proper carrier officer may be taken as leave days, not subject to agreement requirements governing sick leave. Such leave days may be taken only when consistent with the requirements of the carrier's service.

(b) In the event the additional sick leave days provided herein are taken as sick leave subject to the requirements of agreements governing sick leave, such days so taken will be paid for in the manner provided in the sick-leave agreement. In the event they are taken as leave days, they will be paid for at the regular rate of the employee's position or the protected rate, whichever is higher.

(c) The sick-leave days provided in Section 1 will be forfeited if not taken each calendar year. Such leave days will not be deducted from any employee's current year sick-leave entitlement. It will be optional with the carrier to fill or not fill the position of an employee who is absent on a 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 BRAC Agreement.

Rule 55½ Jury Duty

ARTICLE IV - National Agreement, February 25, 1971

When a regularly assigned employee is summoned for jury duty and is required to lose time from his assignment as a result thereof, he shall be paid for actual time lost with a maximum of a basic day's pay at the straight time rate of his position for each day

lost less the amount allowed him for jury service for each such day, excepting allowances paid by the court for meals, lodging or transportation, subject to the following qualification requirements and limitations:

- (1) An employee must exercise any right to secure exemption from the summons and/or jury service under federal, state or municipal statute and will be excused from duty when necessary without loss of pay to apply for the exemption.
- (2) An employee must furnish the carrier with a statement from the court of jury allowances paid and the days on which jury duty was performed.
- (3) The number of days for which jury duty pay shall be paid is limited to a maximum of 60 days in any calendar year.
- (4) No jury duty pay will be allowed for any day as to which the employee is entitled to vacation or holiday pay.
- (5) When an employee is excused from railroad service account of jury duty the carrier shall have the option of determining whether or not the employee's regular position shall be blanked, notwithstanding the provisions of any other rules.

Rule 56 Posting Notices

At points or in departments where employees within the scope of this agreement are employed, suitable provisions will be made for posting notices of interest to the employees, such as meeting notices, etc.

Rule 57.

Duly Accredited Representatives

Where the term "duly accredited representative" appears in this agreement, it shall be understood to mean the regularly constituted committee and/or officers of the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees of which such Committee or officers is a part.

Rule 58.

Away From Home Assignment

Employees temporarily required to perform service away from their headquarters, which necessitates their traveling, will be allowed their regular rate for assigned hours while working, traveling, or waiting, overtime rate for time worked outside of assigned hours, and necessary expenses while away from their headquarters. Time spent in traveling to and from the temporary assignment, and/or waiting for train connections at intermediate points on the trip, will be paid for at the pro rata rate, except that on rest days said time will be paid for at appropriate overtime rates. Where lodging is furnished by the carrier, no time will be paid for while traveling between the hours of 10:00 P.M. and 7:00 A.M. Where meals and lodging are not provided by the carrier, actual expenses will be paid to employees when away from home station under this rule.

Rule 59.

Rest Day Relief Travel Time

Employees (other than those referred to in Rule 58) who are required in the course of their employment to be away from their headquarters point as designated by the carrier, including employees filling relief assignments or performing extra or temporary service, shall be compensated as follows.

(A) The carrier shall designate a headquarters point for each regular position and each regular assigned relief position. For employees, other than those serving in regular positions or in regular assigned relief positions, the carrier shall designate a headquarters point for each employee. No designated headquarters point may be changed more frequently than once each 60 days and only after at least 15 days' written notice to the employee affected.

(B) When employees are unable to return to their headquar-

ters point on any day they shall be reimbursed for the actual reasonable cost of meals and lodging away from their headquarters point not in excess of \$7.00 per day.

(C) An employee in such service shall be furnished with free transportation by the railroad company in traveling from his headquarters point to another point, and return, or from one point to another. If such transportation is not furnished, he will be reimbursed for the cost of rail fare if he travels on other rail lines, or the cost of other public transportation used in making the trip; or if he has an automobile which he is willing to use and the carrier authorizes him to use said automobile, he will be paid an allowance of nine cents for each mile in traveling from his headquarters point to the work point, and return, or from one work point to another.

(D) If the time consumed in actual travel, including waiting time enroute, from the headquarters point to the work location, together with necessary time spent waiting for the employee's shift to start, exceeds one hour, or if on completion of his shift necessary time spent waiting for transportation plus the time of travel, including waiting time enroute, necessary to return to his headquarters point or to the next work location exceeds one hour, then the excess over one hour in each case shall be paid for as working time at the straight time rate of the job to which traveled. When employees are traveling by private automobile time shall be computed at the rate of two minutes per mile traveled.

Rule 60.

Incapacitated Employees

Efforts will be made to furnish employment (suitable to their capacity) to employees who have become physically unable to continue in service in their present positions.

Rule 61.

Bond Premiums

Employees shall not be required to pay premiums on bonds required by the Carrier in handling its business.

Rule 62.

Free Transportation

(a) Employees covered by this agreement and those dependent

upon them for support will be given the same consideration in granting free transportation as is granted other employees in service.

(b) General Committees representing employees covered by this agreement will be given the same consideration as is granted general committees representing employees in other branches of the service.

Rule 63.

Adjustment of Rates

Established positions shall not be discontinued and new ones created under a different title covering relatively the same class of work for purpose of reducing the rate of pay or evading the application of these rules.

Rule 64.

Health and Safety of Employees

The health and safety of employees shall be reasonably protected.

Rule 65.

Printing of Schedule

This agreement shall be printed by the Carrier and each employee affected thereby shall be provided with a copy.

Rule 66.

Validating Records

(a) The application of new employees shall be approved or disapproved within sixty (60) calendar days after the applicant begins work, unless investigation develops complications requiring longer time, in which case this period can be extended an additional thirty (30) calendar days, if applicant and duly accredited representative are advised prior to the expiration of the sixty (60) calendar day period.

(b) In the event of applicant giving materially false

information, this rule shall not apply.

ARTICLE IX - EMPLOYEE INFORMATION

July 23, 1975 National Agreement

Commencing December 1975, the carriers will provide each General Chairman with a list of employees who are hired or terminated, their home addresses, and Social Security numbers if available, otherwise the employees' identification numbers. This information will be limited to the employees covered by the collective bargaining agreement of the respective General Chairmen. The data will be supplied within 30 days after the month in which the employee is hired or terminated. Where railroads can not meet the 30-day requirement, the matter will be worked out with the General Chairman.

ARTICLE X - NON-DISCRIMINATION

July 23, 1975 National Agreement

Collective bargaining agreements relating to rules, rates of pay and working conditions of employees represented by the organization signatory hereto will be applied in compliance with State and Federal laws, without regard to race, religion, color, creed, national origin, or sex.

Rule 67.

Service Letters

Applicants will, within sixty (60) calendar days from date of employment, have returned to them all service cards, letters of recommendation and other papers which have been furnished by them to the Carrier for investigation.

Rule 68.

Date Effective and Changes


This agreement shall be effective superseding all other rules, agreements and understandings in conflict herewith except those listed in supplements attached hereto and shall continue in effect until changed as provided herein or in accordance with the Railway Labor Act, as amended.

Should either of the parties to this agreement desire to revise or modify these rules, thirty (30) days' written advance notice containing the proposed changes shall be given and


conference shall be held immediately on the expiration of such notice unless another date is mutually agreed upon.

Signed at Michigan City, Indiana, this
14th day of November, 1980

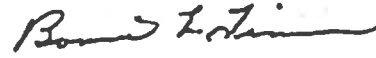
BROTHERHOOD OF RAILWAY AND STEAM-
SHIP CLERKS, FREIGHT HANDLERS,
EXPRESS AND STATION EMPLOYEES
By


General Chairman

CHICAGO SOUTH SHORE AND
SOUTH BEND RAILROAD
By


President and General
Manager

By


Local Chairman of
Lodge No. 345

SUPPLEMENT NO. 1

NONOPERATING (BRAC) NATIONAL
VACATION AGREEMENTS

The following represents a synthesis in one document, for the convenience of the parties, of the current provisions of the December 17, 1941 National Vacation Agreement and amendments thereto provided in the National Agreements of August 21, 1954, August 19, 1960, November 20, 1964, December 15, 1966, January 13, 1967, December 28, 1967, June 24, 1968, February 25, 1971, and January 30, 1979, with appropriate source identifications.

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

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 1979, an annual vacation of fifteen (15) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has nine (9) or more years of continuous service and who, during such period of continuous service renders compensated service on not less than one hundred (100) days (133 days in the years 1950-1959, inclusive, 151 days in 1949 and 160 days in each of such years prior to 1949) in each of nine (9) of such years, not necessarily consecutive.