

AGREEMENT BETWEEN
BELT RAILWAY COMPANY OF CHICAGO
AND ITS EMPLOYEES REPRESENTED BY
THE FOLLOWING ORGANIZATION

INTERNATIONAL ASSOCIATION OF MACHINISTS

EFFECTIVE SEPTEMBER 8, 1950
AS AMENDED TO JULY 1, 1966

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AGREEMENT BETWEEN
THE BELT RAILWAY COMPANY OF CHICAGO
AND ITS EMPLOYEES REPRESENTED BY
SYSTEM FEDERATION NO. 20 (FORMERLY 130)
RAILWAY EMPLOYEES DEPARTMENT A.F. of L.
Composed of

1. International Association of Machinists
2. International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America
3. International Brotherhood of Blacksmiths, Drop Forgers and Helpers
4. Sheet Metal Workers' International Association
5. International Brotherhood of Electrical Workers
6. Brotherhood of Railway Carmen of America

EFFECTIVE SEPTEMBER 8, 1950
AS AMENDED TO JULY 1, 1966

RULE 1 - BASIC DAY:

The standard working time for all crafts covered by this agreement shall be eight (8) hours per day.

RULE 2 - STARTING TIME - ONE SHIFT:

Where one (1) shift is employed, the starting time shall not be earlier than seven (7) o'clock A.M. and not later than eight (8) o'clock A.M. The time and length of meal period shall be subject to mutual agreement.

RULE 3 - STARTING TIME - TWO SHIFTS: (EXCEPTIONS)

When two (2) shifts are employed at Clearing, South Chicago and Cragin, the starting time of the first shift will be governed by Rule 2 and the second shift start immediately following the close of the first shift, or at 8:00 P.M.; except that when more than one (1) shift is employed at Pullman Junction, 87th Street, Rockwell Street, LeMoyne, Hawthorne, 22nd Street, and in all industrial districts, the starting time of each shift will be regulated, subject to mutual agreement, to meet the requirements of service, at the same time giving consideration to the home arrangements of employees, so far as it is possible to do so.

RULE 3 - STARTING TIME - TWO SHIFTS: (EXCEPTIONS) (Cont'd)

Bulletins shall be posted twenty-four (24) hours in advance of any changes in working hours. This rule does not apply to force reductions.

RULE 4 - STARTING TIME - TWO SHIFTS - THREE SHIFTS:

Where two (2) shifts are employed, the spread of the second shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth hour.

See Rule 8
Where three (3) shifts are employed, the starting time of the first shift shall be governed by Rule 2, and the starting time of each of the other shifts shall be regulated accordingly. Each shift shall consist of eight (8) consecutive hours, including an allowance of twenty (20) minutes for lunch within the limits of the fifth (5th) hour.

RULE 5 - WORK WEEK:

NOTE: The expressions, "positions" and "work", used in this rule (5), 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:

This carrier will establish, effective September 1, 1949, for all employees represented by the organization's signatory hereto, subject to the exceptions contained in this rule, a work week of forty (40) hours, consisting of five (5) days of eight (8) hours each with two (2) consecutive days off in each seven; the work weeks may be staggered in accordance with the Carrier's operational requirements; so far as practicable, the days off shall be Saturday and Sunday. The foregoing work week rule is subject to the provisions which follow:

(b) FIVE-DAY POSITIONS:

On positions the duties of which can reasonably be met in five (5) 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 (6) days each week, the rest days will be either Saturday and Sunday or Sunday and Monday.

RULE 5 - WORK WEEK: (Cont'd)

(d) SEVEN-DAY POSITIONS:

On positions which have been filled seven (7) days per week, any two (2) 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 (5) days of work and two (2) consecutive rest days will be established to do the work necessary on rest days of assignments in six (6) or seven (7) day service or combinations thereof, or to perform relief work on certain days and such types of other work on other days as may be assigned under this agreement.

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 (5) days per week, an operational problem arises which the carrier contends cannot be met under the provisions of Rule 5, paragraph (b), above, 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 agreements.

(g) NON-CONSECUTIVE REST DAYS:

The typical work week is to be one with two (2) 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 procedure shall be used:

1. All possible regular relief positions shall be established pursuant to Rule 5, paragraph (e).
2. Possible use of rest days other than Saturday and Sunday, by agreement or in accordance with other provisions of this agreement.

ULE 5 - WORK WEEK: (Cont'd)

(g) NON-CONSECUTIVE REST DAYS: (Cont'd)

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 men may be given non-consecutive 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 (5) days per week, the number of regular assignments necessary to avoid this may be made with two (2) 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 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 agreements, 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 (5) days per week.

(h) 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.

(i) SUNDAY WORK:

Existing provisions, that punitive rates will be paid for Sunday as such are hereby eliminated. The elimination of such provision does not contemplate the reinstatement of work on Sunday which can be dispensed with, however, rigid adherence to the precise pattern 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

LE 5 - WORK WEEK: (Cont'd)

(i) SUNDAY WORK: (Cont'd)

business and seasonal fluctuations 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.

(j) BULLETIN RULE:

Existing assignments reduced to a five (5) day basis under this agreement shall not be considered new jobs under bulletin rules and employees will not be permitted to exercise displacement privileges as a result of such reductions. However, employees will be notified of their assigned rest days by the posting of notices or otherwise.

(k) MAINTENANCE OF EARNINGS:

HOURLY AND DAILY RATES:

Effective as of September 1, 1949, all types of hourly or daily rates, which lead to employees' normal earnings (exclusive of the general increase of seven (7) cents per hour effective October 1, 1948), shall be increased by 20% in order to provide forty-eight (48) hours' pay for forty (40) hours' work. All daily and hourly differentials, arbitraries, and special allowances shall likewise be increased by 20% monthly and weekly compensation of this character on the basis of six (6) work days per week shall remain unchanged when the work week is reduced to five (5) days and additional proportionate amounts shall be paid to employees relieving on rest day or days of such positions.

After the new rates have been adjusted in accordance with the foregoing, then the increase of seven (7) cents per hour, as provided in the Chicago Agreement of March 19, 1949, shall be added to all rates in the manner provided for in that Agreement using the hours then comprehended in the rate.

(1) OVERTIME PROVISIONS: (40 HOUR WEEK)

Work in excess of forty (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 a furloughed list, or where days off are being accumulated under Paragraph (g) of this rule.

Employees worked more than five (5) days in a work week shall be paid one and one-half times the basic straight time rate for work on the sixth and seventh days of their work weeks, except

JLE 5 - WORK WEEK: (Cont'd)

(1) OVERTIME PROVISIONS: (40 HOUR WEEK) (Cont'd)

where such work is performed by an employee due to moving from one assignment to another or to or from a furloughed list, or where days off are being accumulated under paragraph (g) of this rule.

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 time is now included under existing rules in computations leading to overtime.

The inclusion of the provisions of Article 2, Section 3 (a) of the Chicago Agreement of March 19, 1949, as herein set forth, (Rule 5 (1)) shall be without prejudice to the determination of whether or not furloughed employees may be utilized under the existing agreements or practices.

ARTICLE 4 - AGREEMENT OF 8/21/54

1. 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 2 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.

2. 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 forces.

3. 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 to employees who are represented by the organizations affiliated with the Railway Employees Department, A.F. of L., it shall not apply to extra work.

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

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

(m) VACATIONS:

The terms and provisions of the National Vacation Agreement entered into at Chicago, Illinois on December 17, 1941 and Supplemental Agreement to the National Vacation Agreement entered into at Chicago, Illinois, on February 23, 1945, together with amendments and interpretations of December 17, 1941 Agreement, made or agreed upon by the proper authority from time to time, all as amended by agreement dated March 19, 1949, commonly known as the 40-Hour Week Agreement, and subsequent amendments thereof will be considered part of this agreement. (SEE ATTACHMENT NO. 1 Hereto.)

RULE 6 - OVERTIME - CONTINUOUS AFTER REGULAR WORKING HOURS:

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.

Employees will not be required to work more than two (2) hours overtime without being permitted to go to meals, and if continued in service will be permitted to take another meal four (4) hours after completion of previous meal period. Time taken for meals will not terminate the continuous service period and will be paid for up to thirty (30) minutes.

RULE 6 - OVERTIME: (Cont'd)

WORK CONTINUOUS IN ADVANCE OF REGULAR WORKING HOURS:

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

WORK BEYOND SIXTEEN HOURS:

Except as otherwise provided, all overtime beyond sixteen (16) hours service in any twenty-four (24) hour period, computed from starting time of employees regular shift, shall be paid for at rate of double time.

SERVICE ON REST DAYS AND HOLIDAYS:

(a) Work performed on the following legal holidays, namely New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas (Provided when any of the above holidays fall 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.

The observance of the above named holidays will not be regarded as reducing the regularly established working hours or days.

Service rendered by employees on assigned rest days shall be paid for under the provisions of Rule 7, unless such service is performed in relieving an employee assigned to such day in which case the service will be paid for at one and one-half times the straight time rate of the position on which the service is performed with a minimum of eight (8) hours.

(b) HOLIDAY AND BIRTHDAY PAY:

Allowances of holiday pay and birthday pay will be made in accordance with the terms and provisions of the National Agreement of August 21, 1954, as amended by National Agreements of August 19, 1960, November 21, 1964 and February 4, 1965 - (SEE ATTACHMENT NO. 2 HERETO)

RULE 7 - CALLED OR REQUIRED TO RETURN TO WORK AFTER REGULAR WORKING HOURS:

Except as provided for in the special rules of each craft employees called or required to return to work after the regular working hours will be allowed five (5) hours for three (3) hours and twenty (20) minutes service or less.

Note:
~~Eliminated Sheet Mtl. Local Agreement - Attach No. 19~~
~~Eliminated Mechanist Local Agreement - 2/20/97 - 11 u~~
~~Eliminated Boilermakers + Blacksmith - 4-1-97 Agree.~~
~~Eliminated Electricians 12/1/97~~

*in House Agreement
see Rule 4*

RULE 8 - WORK DURING MEAL PERIOD:

Employees required to work during the lunch period will be paid for such work at the rate of time and one-half and be allowed twenty (20) minutes for lunch without deduction in pay.

RULE 9 - ABSORBING OVERTIME:

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

RULE 10 - DISTRIBUTION OF OVERTIME:

Record will be kept of overtime worked and employees called with the purpose in view of distributing the overtime equally.

RULE 11 - CHANGING SHIFTS:

Employees changed from one shift to another, except when exercising seniority rights, will be paid overtime rates for the first shift of each change.

Employees working two (2) shifts or more on a new shift shall be considered transferred.

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 shall not apply to such other shift changes.

RULE 12 - WORK ON HIGHER OR LOWER RATED POSITIONS:

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

RULE 13 - EMPLOYEES ON NIGHT SHIFTS DESIRING DAY WORK:

Employees serving on night shifts desiring day work shall have preference when vacancies occur, according to their seniority.

RULE 14 - BULLETINS - NEW JOBS OR VACANCIES:

When new jobs are created or vacancies occur in the respective crafts, the oldest employee in point of service shall, if

RULE 14 - BULLETINS - NEW JOBS OR VACANCIES: (Cont'd)

sufficient ability is shown by trial, be given preference in filling such new jobs or vacancies.

All vacancies or new jobs created will be bulletined. Bulletins will be posted seven (7) calendar days before vacancies are filled permanently.

RULE 15 - PROMOTION TO FOREMAN POSITION:

Mechanics in service shall be considered for promotion to positions as foremen. *See Attach No. 7 - Corman 1987 Employees.*

RULE 16 - REDUCTION OF FORCE: *Corman - See Interpolate above recall Furloughed "Waived" Call jobmen FIRST.*

(a) When it becomes necessary to reduce expenses the force at any point or in any department or sub-division thereof shall be reduced, seniority to govern. *ELECTRICIAN ELIMINATED 12-1-97*

(b) Five (5) calendar days' notice will be given employees affected before reduction is made. *SEE MTL - ELIMINATED SEE ABOVE 11/22/96*
ROSTERMAKERS - MACHINIST - ELIMINATED WAIVED - 2/20/97 - ATTACH

(c) In the restoration of forces, employees will be restored to service in accordance with their seniority. Employees restored to service shall be returned to their former positions, if possible. Employees failing to return to the service within fifteen (15) calendar days after date of notice will forfeit all seniority, unless special request for extension of time has been granted by the Management and Committee. *48 hrs. to exercise seniority*

(d) In the application of the above paragraph (c), employees notified to return to service may waive their rights to return to service without loss of seniority when junior furloughed employees are available. *SEE ABOVE MUST WAIVE WITHIN 3 DAYS*

(e) In the reduction and restoration of forces, the ratio of apprentices shall be maintained as provided in Rule 24.

(f) In reduction and restoration of forces, the Local Committee will be furnished a list of the men affected.

Above rules were amended by National Agreements of August 21, 1954 and June 5, 1962 to the extent indicated, as follows:

ARTICLE VI - AGREEMENT OF 8/21/54

Rules, agreements or practices, however established, that require more than sixteen hours advance notice before abolishing positions or making force reductions are hereby modified so as not to require more

RULE 16 - REDUCTION OF FORCE: (cont'd)

than sixteen hours such advance notice 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.

This rule shall become effective November 1, 1954, except on such Carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative or representatives on or before October 1, 1954.

ARTICLE III - ADVANCE NOTICE REQUIREMENTS (Agreement of 6/5/62)

Effective July 16, 1962, existing rules providing that advance notice of less than five (5) working days be given before the abolishment of a position or reduction in force are hereby revised so as to require not less than five (5) working days' advance notice. With respect to employees working on regularly established positions where existing rules do not require advance notice before such position is abolished, not less than five (5) working days' advance notice shall be given before such positions are abolished. The provisions of Article VI of the August 21, 1954 Agreement shall constitute an exception to the foregoing requirements of this Article.

RULE 17 - WORK WHEN SHOPS ARE CLOSED DOWN:

Employees required to work when shops are closed down, due to breakdown in machinery, floods, fires, and the like, will receive straight time for regular hours and overtime for overtime hours.

RULE 18 - ASSIGNMENT OF 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, except the use of the cutting torch in wrecking service.

RULE 19 - TEMPORARILY ASSIGNED TO FOREMAN'S POSITION:

Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate, straight time for straight time hours and overtime for overtime hours, if greater than the foreman's rate. Said positions shall be filled only by mechanics of the respective craft in their departments.

None but mechanics or apprentices regularly employed as such shall do mechanics' work as per special rules of each craft..

RULE 20 - GRIEVANCES:

Should an employee subject to this agreement believe he has been unjustly dealt with, or any of the provisions of this agreement have been violated, the case shall be taken to the foreman, general foreman, master mechanic or shop superintendent, each in their respective order, by the duly authorized local committee or their representative, within fifteen (15) calendar days. If stenographic report of investigation is taken the committee shall be furnished a copy. If the result still be unsatisfactory, the duly authorized general committee or their representatives shall have the right of appeal, preferably in writing, with the higher officials designated to handle such matters in their respective order and conference will be granted within fifteen (15) calendar days of application.

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

Should the highest designated railroad official, or his duly authorized representative, and the duly authorized representative of the employees fail to agree, the case shall then be handled in accordance with the provisions of the Railway Labor Act.

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

No employee shall be disciplined without a fair hearing by 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 and his duly authorized representative will be apprised of the precise charge and given reasonable opportunity to secure the presence of necessary witnesses. If it is found that an employee has been unjustly suspended or dismissed from the service, such employee shall be reinstated with his seniority right unimpaired and compensated for the wage loss, if any, resulting from said suspension or dismissal.

Note: P. 18 TRAVELERS BOOK GA-23000 - Reinstated with Back Pay and Damage - Charge Automatic
TIME CLAIMS AND GRIEVANCES - Article 5 Agreement of 8/21/54 *Not Fined*

The following rule shall become effective January 1, 1955:

1. All claims or grievances arising on or after January 1, 1955 shall be handled as follows:

(a) All claims or grievances must be presented in writing by or on behalf of the employee involved, to the officer of the Carrier authorized to receive same, within 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.

2. With respect to all claims or grievances which arose or arise out of occurrences prior to the effective date of this rule, and which have not been filed by that date, such claims or grievances must be filed in writing within 60 days after the effective date of this rule in the manner provided for in paragraph (a) of Section 1 hereof, and shall be handled in accordance with the requirements of said paragraphs (a), (b) and (c) of Section 1 hereof. With respect to claims or grievances filed prior to the effective date of this rule the claims or grievances must be ruled on or appealed, as the case may be, within 60 days after the effective date of this rule and if not thereafter handled pursuant to paragraphs (b) and (c) of Section 1 of this rule the claims or grievances shall be barred or allowed as presented, as the case may be, except that in the case of all claims

or grievances on which the highest designated officer of the Carrier has ruled prior to the effective date of this rule, a period of 12 months will be allowed after the effective date of this rule for an appeal to be taken to the appropriate board of adjustment as provided in paragraph (c) of Section 1 hereof before the claim or grievance is barred.

3. 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.

4. 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.

5. 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.

6. This rule shall not apply to requests for leniency.

RULE 21 - SENIORITY:

Thirty (30) working days in the company's service shall be proof of competency and when so established, seniority shall prevail.

Seniority of employees shall be confined to the class in which they are employed.

Seniority list will be open to inspection and a copy furnished to Committee.

RULE 22 - COMMITTEES:

The Company will not discriminate against any committeeman who may from time to time go before the Management to adjust a grievance and will grant leave of absence and free transportation over its own lines to those delegated to go before the Management in the adjustment of grievances. The Committee shall have the right to present a grievance at any time, whether on or off duty.

Blenheim/Bochemer Combined - Agree 10-3-86 - Attach No. 7

RULE 23 - APPRENTICES - AGE LIMIT - DURATION OF TRAINING PERIOD:

Apprentices, ~~(when entering the service of the company, must be between the ages of sixteen (16) and twenty-one (21) years and~~ must serve eight periods of 130 days of service each, and they shall in no case leave the service of the Company without good and sufficient cause. If within one (1) year an apprentice shows no aptitude to learn, he shall be relieved from the service.

Apprentices will be subject to the same regulations as mechanics, unless otherwise specified.

No regular apprentice shall be asked to work overtime or on night shift during the first six (6) 130 day periods of apprenticeship unless to complete a job commenced on his machine during the day for running repairs.

RULE 24 - APPRENTICES - RATIO:

One (1) apprentice may be allowed for each shop, irrespective of the number of mechanics employed, and one (1) to every ten (10) mechanics thereafter.

Two (2) apprentices will not be worked as partners.

In selecting helper apprentices, seniority and ability will govern and all selections will be made in conjunction with the respective Shop Committees.

NOTE: See special rules of each craft for additional apprentice rules.

RULE 25 - PROTECTION TO EMPLOYEES:

Employees will not be required to work on engines outside of shops during inclement weather if shop room or pits are available. This does not apply to work in engine cabs or emergency work on engines set out for or attached to trains.

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

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

RULE 26 - HELP TO BE FURNISHED: *Eliminated Sheet Metal Local Agree. 11-22-96*
Eliminated Electricians 12-1-97

When experienced helpers are available, they will be employed in preference to inexperienced men.

Laborers when used as helpers will be paid the helper's rate.

October 14, 1987

File 342

Mr. M. E. Ostrowski:

Re: Entry Rate Progressions for
the Non-Operating Crafts

As per my conversation with Bob Origer of the National Railway Labor Conference, please be advised of the following:

1) An employee must work 12 calendar months before proceeding to the next rate of pay. This means that an employee beginning work on January 1, 1987 at 75% of the full rate will move up to 80% of the full rate on January 1, 1988; or his/her anniversary date.

2) For purposes of this agreement, a calendar month is defined as a month in which at least one day of service is performed. Any calendar month in which an employee does not render compensated service due to furlough, voluntary absence, suspension or dismissal shall not count toward completion of the 12 month period. Thus, if an employee beginning work on January 1, 1987 misses a full calendar month of service during the Year 1987 due to any of the above reasons, his rate will remain the same until February 1, 1988.

If you have any further questions, please advise.

T. E. Coffey
T. E. Coffey
:

RULE 26 - HELP TO BE FURNISHED: (Cont'd)

1997 Agreements
Eliminated Mash, Boiler Makers, Sheet Metal

When employing inexperienced helpers, preference will be given those who are able to speak and understand the English language. *WIA IAM*

RULE 27 - MISCELLANEOUS:

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 will be placed over a pit, if available.

Engines will be placed under smoke jacks in roundhouse where practicable when being fired up.

RULE 28 - LEAVE OF ABSENCE:

When the requirements of the service will permit, employees on request will be granted leaves of absence.

Employees wishing to be absent two (2) days or more must first obtain leave of absence from their foremen. ✓

RULE 29 - UNABLE TO HANDLE HEAVY WORK:

Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage will be given preference of such light work as they are able to perform.

RULE 29 1/2 - MISCELLANEOUS AGREEMENTS:

(a) Physical Examinations

See Attachment No. 5 hereto (Letter dated May 15, 1940.)

(b) UNION SHOP AGREEMENT OF MARCH 9, 1953

See Attachment No. 3 Hereto.

(c) HOSPITAL, SURGICAL AND MEDICAL BENEFITS AND GROUP LIFE INSURANCE

The provisions dealing with Hospital, Surgical and Medical Benefits and Group Life Insurance covered by agreements between railroads represented by the Eastern, Western and Southeastern Carriers' Conference Committees and employees of such railroads represented by the Employees' National Organizations and amendments thereto up to July 1, 1966, will be made applicable to employees covered by this agreement.

RULE 29 1/2 - MISCELLANEOUS AGREEMENTS: (Cont'd)

(d) EMPLOYEE PROTECTION AGREEMENT 9/25/64

See Attachment No. 4 hereto. — Also NATIONAL AGREEMENT AMENDMENT 8/2/4/75

SPECIAL RULES FOR EACH CRAFT FOLLOW.

MACHINISTS' SPECIAL RULES

RULE 30 - QUALIFICATIONS:

Any person who has served an apprenticeship or has had four (4) years varied experience at the machinist trade shall be considered a machinist.

RULE 31 - CLASSIFICATION OF WORK:

Machinists' work shall consist of laying out, fitting, adjusting, shaping, boring, slotting, milling and grinding of metals used in stripping, assembling, maintaining, building and installing locomotives and engines (operated by steam or other power), pumps, cranes, hoists, elevators, pneumatic and hydraulic tools and machinery, scale building, shafting and other shop machinery; tool and die making, tool grinding and machine grinding, axle truing, axle, wheel and tire turning and boring, engine inspecting, air equipment, lubricator and injector work; fire door work, removing, replacing, grinding, bolting and breaking of all joints on superheaters; oxy-acetylene, thermit and electric welding on work generally recognized as machinists' work.

RULE 32 - MACHINIST APPRENTICES:

Include regular and helper apprentices in connection with the work defined by Rule 31.

RULE 33 - MACHINIST HELPERS:

Employees assigned to help machinists and apprentices, operators of drill presses, wheel presses, tool room attendants, machinery oilers, box packers and applying all couplings between engines and tenders; locomotive tender and draft rigging work except when performed by carmen and all other work generally recognized as machinist helpers' work.

Present practice between machinist helpers and carmen relative to tender repair work to continue.

RULE 34 - WORK AT WRECKS:

In case of wrecks where engines are badly disabled, machinist and helper shall accompany the wrecker. They will work under the direction of the Wreck Foreman.

RULE 35 - APPRENTICES CLASSIFICATION OF WORK:

Apprentices shall be instructed in all branches of the machinists' trade. They will serve six (6) 130 day periods on machines and special jobs. Apprentices will not be required to

RULE 35 - APPRENTICES CLASSIFICATION OF WORK: (Cont'd)

work more than eighty-seven (87) work days on any one machine or special job. During the last two (2) 130 day periods of their apprenticeship, they will work on the floor. Apprentices shall not work on oxy-acetylene, thermit, electric or other welding processes until they are in their last two (2) 130 day periods of their apprenticeship and have been properly instructed.

RULE 36 - HELPER APPRENTICES - QUALIFICATIONS:

Helpers who have had not less than two (2) consecutive years experience as machinist helpers at the point where employed, at the time application for apprenticeship is made, may become helper apprentices. ~~When assigned as helper apprentices, they must not be over thirty (30) years of age.~~

RULE 37 - HELPER APPRENTICES - DURATION OF TRAINING PERIOD:

Helper apprentices shall serve six (6) periods of 130 days each of service and shall be governed by the same rules as govern regular apprentices.

RULE 38 - HELPER APPRENTICES - RATIO:

The number of helper apprentices shall not at any time exceed fifty percent (50%) of the combined number of regular and helper apprentices assigned.

RULE 39 - HELPER APPRENTICES - RATES OF PAY:

Helper apprentices shall receive the minimum helper rate for the first 130 day period, with an increase of two and four-tenths cents (.024¢) per hour for every 130 day period thereafter until they have served six (6) 130 day periods.

RULE 40 - HELPERS:

Laborers or similar class of workmen shall not be permitted to do helpers' work if regular machinist helpers are available.

RULE 41 - DIFFERENTIAL FOR MACHINISTS:

Autogenous welders shall receive six (6) cents per hour above the minimum rate paid machinists at the point employed.

Machinists required to inspect locomotives and swear to reports required by the Federal Locomotive Inspection Law shall receive six (6) cents per hour above the minimum rate paid machinists at the point employed.

NOTE: See next three pages for agreement signed July 10, 1959 covering advancement of apprentices and helpers to mechanics.

*Note: Applies to ALL Shop Craft Employees
EXCEPT CARMEN*

Attachment No. 1

AGREEMENT
BETWEEN
THE BELT RAILWAY COMPANY OF CHICAGO
AND ITS EMPLOYEES
REPRESENTED BY
SHEET METAL WORKERS INTERNATIONAL ASSOCIATION

IT IS AGREED:

Upon reaching an Agreement with the Sheet Metal Workers International Association in the matter concerning Wages, Health & Welfare and Rules, the parties hereby agree to amend the schedule Agreement, Rule 16 -REDUCTION OF FORCE, Item (d) thereof to read as follows:

- (d) In the application of the above paragraph (c), employees notified to return to service may waive their rights to return to service without loss of seniority, if a junior furloughed employee is available and agrees to return to work.

In order for an employee to 'waive' his recall to service, said employee must within three (3) calendar days from the letter of recall (letter to last known address) or from date of registered return receipt letter of recall, advise the Superintendent that he desires to 'waive' his recall. Otherwise, the employee will be expected to report for duty within twelve (12) more calendar days.

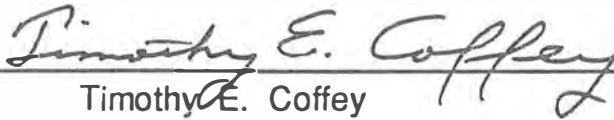
If the above represents our understanding, please sign in the space provided below.

This agreement will become effective, the first of February, 1992.

FOR: BELT RAILWAY COMPANY OF CHICAGO

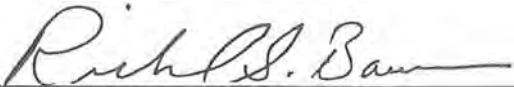


Michael D. McCarthy
Director of Labor Relations and Personnel



Timothy E. Coffey
General Attorney

ACCEPTED:



Richard S. Bauman, General Chairman
Sheet Metal Workers International Assn.

THE BELT RAILWAY COMPANY OF CHICAGO
6900 SOUTH CENTRAL AVENUE - BEDFORD PARK, ILLINOIS 60638



MICHAEL D. McCARTHY
Director of Corporate Relations

(708) 496-4110

ATTACHMENT No. 2

January 17, 1997
File: 340-IAM

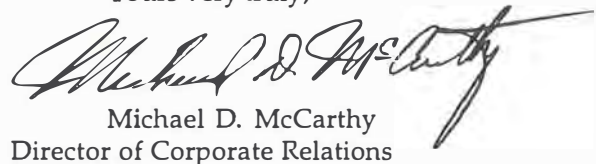
Mr. Norbert M. Muell, General Chairman
International Association of Machinists
and Aerospace Workers
101 East St. Charles Rd.
Villa Park, Illinois 60181

Dear Mr. Muell:

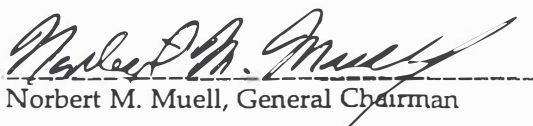
This will confirm our understanding and agreement that when employees attend training classes, hazmat or rules classes they will be paid at the straight time rate of pay for the hours in attendance.

If this represents our understanding, please sign in the space provided below.

Yours very truly,


Michael D. McCarthy
Director of Corporate Relations

AGREED:


Norbert M. Muell, General Chairman

Attach No 1 - M. Muell

MEMORANDUM OF AGREEMENT

Between

THE BELT RAILWAY COMPANY OF CHICAGO

AND EMPLOYEES, Represented By

INTERNATIONAL ASSOCIATION OF MACHINISTS

Covering Advancement of Apprentices and

Helpers to Mechanics

1. In the event of shortage of machinists at any point on any railroad, and there are no laid-off machinists willing to accept employment at such other points on their railroad, and further, in the event that there are no qualified machinists available for hire, the following is agreed to:

2. (a) Regular apprentices who have completed three years or more of their apprenticeship.

(b) Helper apprentices who have completed two years or more of their apprenticeship.

(c) Regular apprentices who have completed two years or more of their apprenticeship.

(d) Helper apprentices who have completed one year or more of their apprenticeship.

(e) Employees presently employed as machinist helpers, who have had a minimum of four years experience in that classification.

3. Seniority and ability shall govern in the promotion of apprentices and helpers when approved by mutual agreement between the Superintendent Motive Power and the General Chairman.

4. Apprentices who are upgraded will be given every opportunity to acquire sufficient experience at the trade to qualify as journey-men machinists.

An upgraded helper shall retain his helper status during the entire period he is upgraded. He will relinquish all rights to his helper seniority when accepting machinist status and placed on the machinists' seniority roster. Helpers will not be permitted to change their classification until they have completed four years in an upgraded position.

When a helper is upgraded with the understanding that he will be employed on the type of variety of work which will enable him to acquire sufficient experience to qualify him as a journeyman machinist, he will be placed on the machinists' seniority roster after he has completed four years in an upgraded status.

A machinist helper who has worked in an upgraded position for four years must accept a machinist status on the machinists' seniority roster or revert to his helper status on the helpers' seniority roster.

REDUCTION IN FORCE

5. (a) In reduction of force, employees last advanced will be the first to be cut off in their respective classification.

(b) In the event two or more employees of the same classification were advanced on the same date, the seniority held by each in his original classification will govern in reduction in force or displacement.

(c) Any dispute as to an employee's rights or status under the terms of this agreement will be a matter for negotiation between the parties signatory hereto.

(d) In the event of reduction in force at any point where machinists holding seniority as such are furloughed, there shall be no further advancement of any classes of employees to positions of machinists at that point for a period of sixty days after the date the junior machinist holding seniority as such is restored to service.

(e) Employees who were advanced to machinists under prior understanding or agreements and who have not established seniority as machinists prior to the effective date of this agreement, or who may be advanced under the terms of this agreement, will, when set back to their former classification, be permitted to place themselves in accordance with their seniority.

(f) In reductions of force affecting upgraded employees, five calendar days notice will be given them before reduction is made.

(g) Employees advanced to positions of machinists will be governed by the rules of the current agreement and will be paid not less than the going rate for machinists.

6. In the event machinists become available, they shall have the right to displace promoted apprentices and helpers.

This agreement supersedes all prior agreements or understandings entered into relative to advancement of employees to higher classifications in the machinist craft and it shall become effective as of July 10, 1959. It may be cancelled upon thirty days' written notice served by either party upon the other party signatory to this agreement.

Accepted For:
The Employees Represented by:
International Association of
Machinists

(Signed) Carl L. Anderson
General Chairman

Accepted For:
The Belt Railway Company of Chicago

(Signed) V.L. Smith
Superintendent Motive Power

Approved by:

(Signed) J. C. Sidor
Manager Labor Relations

Signed at Chicago, Illinois

July 10, 1959

ADDENDUM TO DUES DEDUCTION AGREEMENT

between

THE BELT RAILWAY COMPANY OF CHICAGO

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

In accordance with the provisions of the Voluntary Payroll Deduction of Political Contributions Agreement signed August 31, 1979, between carriers represented by the National Railway Labor Conference and the employees of said carriers represented by the International Association of Machinists and Aerospace Workers, the parties hereby amend the Dues Deduction Agreement of July 16, 1974, as amended, to the extent necessary to provide for the deduction of employees' voluntary political contributions on the following terms and bases:

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

(b) Voluntary political contributions will be made monthly from the compensation of employees who have executed a written authorization providing for such deductions. The first such deduction will be made in the month following the month in which the authorization is received. Such authorization will

remain in effect for a minimum of twelve (12) months and thereafter until cancelled by thirty (30) days advance written notice from the employe to the Brotherhood and the carrier by Registered Mail. Changes in the amount to be deducted will be limited to one change in each 12-month period and any change will coincide with a date on which dues deduction amounts may be changed under the dues deduction agreement.

2. The General Chairman or his designated representative shall furnish the carrier, with copy to appropriate units of the Brotherhood, an initial statement by lodges, in alphabetical order and certified by him, showing the amounts of deductions to be made from each employe, such statement to be furnished together with individual authorization forms to cover, and payroll deductions of such amounts will commence in the month immediately following. Subsequent monthly deductions will be based on the initial statement plus a monthly statement showing additions and/or deletions furnished in the same manner as the initial statement required hereinabove.

3. Monthly voluntary political contribution deductions will be made from wages at the same time that membership dues are deducted from the employe's paycheck.

4. Concurrent with making remittance to the Organization of monthly membership dues, the carrier will make separate remittance of voluntary political contributions to the Treasurer, Machinists Non-Partisan Political League (MNPL), together with a list prepared in accordance with the requirements of the Dues

Deduction Agreement pertaining to the remittance of monthly membership dues, with a copy to the General Chairman.

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

Signed at Chicago, Illinois this 13th day of November, 1979.

For:

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS:


By


General Chairman

For:

THE BELT RAILWAY COMPANY OF
CHICAGO:

By


Director of Labor Relations
and Personnel

INDIVIDUAL AUTHORIZATION FORMVoluntary Payroll Deductions -
Machinists Non-Partisan Political League (MNPL)To: _____

_____Space for label showing name, address,
System Board and local lodge number._____
Department_____
Work Location

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

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

Signed at _____
this ____ day of _____, 19__._____
(personal signature)_____
Social Security Number

THE BELT RAILWAY COMPANY OF CHICAGO

6900 SOUTH CENTRAL AVENUE • BEDFORD PARK, ILLINOIS 60638

MICHAEL D. MCCARTHY
DIRECTOR OF LABOR RELATIONS AND PERSONNEL



January 30, 1991

(708) 496-4110

RECEIVED
FEB 4 1991

MACHINIST DIST. 19
CHICAGO OFFICE

Mr. Norbert M. Muell, General Chairman
International Association of Machinists
and Aerospace Workers
District Lodge No. 19
101 East St. Charles Road
Villa Park, Illinois 60181

Dear Mr. Muell:

This will confirm our recent telephone conversation, wherein we agreed to make an exception to Rule 3 Starting Time - Two Shifts of the current working Agreement in order to meet the current service demands at the Clearing Diesel Shop.

The parties agreed to have the starting time of the first shift begin work at 7:00 a.m. to 3:30 p.m. and the second shift to commence at 11:00 p.m. to 7:00 a.m.

It is agreed that the exception will be applicable for ninety (90) calendar days from the date the affected Machinist positions have been awarded per Rule 14 of the controlling Agreement.

Further, if the Carrier finds it necessary to extend the "exception" beyond the ninety (90) day period, it must make such request of the Organization in advance of the termination of the initial ninety (90) day period. If no such extension is requested, all affected Machinist positions, per Rule 14 and 16 will immediately be restored in accordance with the requirements of Rule 3.

If the above represents our understanding and agreement, will you please sign in the space provided, returning one copy to this office.

Yours truly,

M. D. McCarthy
Director of Labor Relations
and Personnel

APPROVED:

Norbert M. Muell, General Chairman

cc: W. Wierzbick, Local Chairman
International Association of Machinists

K. H. Smith
T. E. Coffey



**INTERNATIONAL ASSOCIATION of MACHINISTS
and AEROSPACE WORKERS**

District Lodge No.19

729 SUNRISE AVENUE, SUITE 502
ROSEVILLE, CALIFORNIA 95661
(916) 969-6364

February 5, 1991

File: Rule 3 - Belt

REPLY TO: NORBERT M. MUELL
ASST. PRESIDENT - DIR. GEN. CHAIRMAN
DISTRICT 19, I.A.M.A.W.
101 E. ST. CHARLES RD.
VILLA PARK, IL. 60181
PHONE (708) 832-0977

Mr. M. McCarthy
Director Labor Relations & Personnel
The Belt Railway Company of Chicago
6900 South Central Avenue
Bedford Park, Illinois 60638

Subject: Letter of Understanding - Exception Rule 3 - Starting
Time, two shifts - Clearing Diesel Shop, Chicago Belt

Dear Sir:

With reference to the above subject matter and our subsequent discussion regarding the Carrier's request to change the starting time of the second shift to 11 P.M. due to operational consideration:

Enclosed please find one (1) signed copy of your January 30, 1991 letter signifying our agreement to such an arrangement for an initial "ninety (90) day period".

We trust this exception to Rule 3 will in turn enable the Carrier to return to some form of profitability.

Yours truly,

Norbert M. Muell
Asst. President-Dir. General Chairman
District #19, IAM&AW

NM:bm

cc: R.S. #492

L.C. #492

Encl.

- (1) SEE PAGES 29 AND 30 FOR AGREEMENT SIGNED SEPTEMBER 8, 1950, COVERING ADVANCEMENT OF APPRENTICES AND HELPERS TO MECHANICS.
- (2) LETTER OF UNDERSTANDING DATED SEPTEMBER 8, 1950 DEALING WITH PROMOTIONAL PROCEDURES.
- (3) SENIORITY STATUS AS MECHANICS OF HELPERS TEMPORARILY ADVANCED TO POSITIONS OF MECHANICS.

RULE 105 - DURATION OF AGREEMENT:

This agreement, which became effective September 8th, 1950, and as amended, supersedes all previous agreements covering rules, regulations and rates of pay between The Belt Railway Company of Chicago and its employees represented by Organizations signatory hereto and shall remain in effect until changed or cancelled in accordance with the provisions of the Railway Labor Act, as amended.

ACCEPTED FOR:
THE BELT RAILWAY COMPANY OF CHICAGO

[Signature]
Manager Labor Relations

ACCEPTED FOR:
THE EMPLOYEES REPRESENTED BY
SYSTEM FEDERATION NO. 20 (FORMERLY 130)
RAILWAY EMPLOYEES DEPARTMENT A.F. of L.
Composed of

INTERNATIONAL ASSOCIATION OF MACH-
INISTS ~~AND REPAIRERS~~

[Signature] SK
General Chairman

INTERNATIONAL BROTHERHOOD OF BOILER-
MAKERS, IRON SHIP BUILDERS AND
HELPERS OF AMERICA

[Signature] SK
General Chairman

INTERNATIONAL BROTHERHOOD OF
BLACKSMITHS, DROP FORGERS AND
HELPERS

[Signature] SK
General Chairman

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION

[Signature] SK
General Chairman

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

[Signature] SK
General Chairman

BROTHERHOOD OF RAILWAY CARMEN OF
AMERICA

[Signature]
General Chairman

Signed at Chicago, Illinois
November 4, 1966

VACATION AGREEMENT

* CARMEN LOCAL AGREES 12/3/91
SPLIT UP ONE WEEK OF VACATION

VACATION AGREEMENT OF DECEMBER 17, 1941
AS AMENDED TO JULY 1, 1966

Applicable to Employees of The Belt Railway Company of Chicago represented by:

- (1) Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees
- (2) Brotherhood of Maintenance of Way Employees
- (3) Transportation-Communication Employees Union (Formerly Order of Railroad Telegraphers)
- (4) Brotherhood of Railroad Signalmen
- (5) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers
- (6) Brotherhood of Railway Carmen of America
- (7) International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers
- (8) International Association of Machinists
- (9) Sheet Metal Workers' International Association
- (10) International Brotherhood of Electrical Workers

ARTICLE NO. 1 (5) (Amended by Agreements of 11/20/64) - (11/21/64 and 2/4/65 - SHOP CRAFTS)

Section 1. In so far as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, Article 1 of that Agreement, as amended by the Agreement of August 21, 1954, and the Agreement of August 19, 1960, is hereby further amended to read as follows:

(a) Effective with the calendar year 1965, an annual vacation of five (5) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred twenty (120) days during the preceding calendar year.

(b) Effective with the calendar year 1965, an annual vacation of ten (10) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred ten (110) days during the preceding calendar year and who has three (3) 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 the three (3) of such years, not necessarily consecutive.

(c) Effective with the calendar year 1965, 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 fifteen ^{8 yrs.} (15) or more years of continuous service and who,

Agree 12-11-81

*Weekly Vac.
PER Nat'l Agmt
Oct. 7, 1971*

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 fifteen (15) of such years, not necessarily consecutive.

(d) Effective with the calendar year 1965, an annual vacation of twenty (20) consecutive work days with pay will be granted to each employee covered by this Agreement who renders compensated service on not less than one hundred (100) days during the preceding calendar year and who has ^{SEVENTEEN 17 YRS.} ~~twenty (20)~~ 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 (20) of such years, not necessarily consecutive.

(e) Paragraphs (a), (b), (c) and (d) 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 or four work weeks.

(f) 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.

(g) 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.

(h) In instances where employees have performed seven (7) months' service with the employing carrier, or have performed, in a calendar year, service sufficient to qualify them for a vacation in the following calendar year, and subsequently become members of the Armed Forces of the United States, the time spent by such employees in the Armed Forces 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.

(i) An employee who is laid off and has no seniority date and no rights to accumulate seniority, who renders compensated service on not less than one hundred twenty (120) days in a calendar year and who returns to service in the following year for the same carrier will be granted the vacation in the year of his return. In the event such an employee does not return to service in the following year for the same carrier he will be compensated in lieu of the vacation he has qualified for provided he files written request therefor to his employing officer, a copy of such request to be furnished to his local or general chairman.

ARTICLE NO. 2 (Amended by Agreement of 8/21/54)

Article 2 of the Vacation Agreement of December 17, 1941 is hereby amended to read as follows:

2. Subject to the provisions of Section 1 hereof as to qualifications for each year, effective with the calendar year 1954 annual vacations with pay of seven and one-half and ten consecutive work days will be granted to the following employees, after two and three years of continuous service respectively:

(a) The following described employees if represented by the Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees:

(1) Clerks (clerical workers and machine operators) which classification for the purposes of this Agreement shall be constructed to also include the occupations hereafter named -- Agents and assistant agents; traveling auditors, traveling freight claim agents and adjustors, traveling time adjustors or traveling checkers, traveling accountants and traveling car agents; storekeepers, assistant storekeepers and supply car storekeepers, station masters and assistant station masters; supervisors and assistant supervisors; baggage agents and assistant baggage agents; general foremen and assistant general foremen, foremen and assistant foremen; fuel, lumber, tie, loss and damage, store and material, transportation, icing and refrigeration, freight and perishable, scale and material inspectors; car distributors; crew dispatchers; ticket sellers; checkers, tallymen, receivingmen and deliverymen, defined as clerks in existing agreements; stockmen, stockkeepers, countersmen, stationers and counter checkmen in stores department; weighmasters; toll collectors; caboose supply checkers; teletype operators.

(2) Other office and station employees which classification shall include the occupations hereafter named by whatever payroll title designated, but no others; Gang foremen other than those paid on differential hourly or tonnage basis; office boys, messengers and chore boys; train announcers; gatemen, train and engine crew callers; telephone switchboard operators; elevator operators; matrons and watchmen in office buildings; operators of office or station equipment devices or appliances such as those for duplicating letters and statements, perforating papers, adjusting dictating machine cylinders, numbering claims and other papers; employees engaged in assorting, checking or filing tickets, waybills, claims, pay and time checks, car movements, per diem or other checks, freight claims, dray tickets, re-quisitions, tickets or waybills against reports; employees engaged exclusively in gathering and distributing or delivering mail.

(b) Employees represented by The Order of Railroad Telegraphers, except custodians, caretakers, and small nontelegraph agents.

(c) Paragraphs (a) and (b) hereof, shall be construed to grant to weekly and monthly rated employees whose rates contemplate more than five (5) days of service each week, and one and one-half or two work weeks of vacation.

SECTION 3 of Agreement of 8/21/54

Section 3. When, during an employee's vacation period, any of the seven recognized holidays (New Year's Day, Washington's Birthday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas) or any day which by agreement has been substituted or is observed in place of any of the seven holidays enumerated above, falls on what

would be a work day of any employee's regularly assigned work week, such day shall be considered as a work day of the period for which the employee is entitled to vacation.

ARTICLE NO. 3 (Agreement of 12/17/41)

3. The terms of this agreement shall not be construed to deprive any employee of such additional vacation days as he may be entitled to receive under any existing rule, understanding or custom, which additional vacation days shall be accorded under and in accordance with the terms of such existing rule, understanding or custom.

ARTICLE NO. 4 (Agreement of 12/17/41)

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

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

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

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

ARTICLE NO. 5 (Agreement of 12/17/41 as amended by Agreement of 8/21/54)

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

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

(As amended by Agreement of 8/21/54)

Effective January 1, 1955, Article 5 of the Vacation Agreement of December 17, 1941 is hereby amended by adding the following:

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

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

ARTICLE NO. 6 (Agreement of 12/17/41)

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

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

ARTICLE NO. 7 (Agreement of 12/17/41)

7. Allowances for each day for which an employee is entitled to a vacation with pay will be calculated on the following basis:

(a) An employee having a regular assignment will be paid while on vacation the daily compensation paid by the carrier for such assignment.

(b) An employee paid a daily rate to cover all services rendered, including overtime, shall have no deduction made from his established daily rate on account of vacation allowances made pursuant to this agreement.

(c) An employee paid a weekly or monthly rate shall have no deduction made from his compensation on account of vacation allowances made pursuant to this agreement.

(d) An employee working on a piece-work or tonnage basis will be paid on the basis of the average earnings per day for the last two semi-monthly periods preceding the vacation, during which two periods such employee worked on as many as sixteen (16) different days.

(e) An employee not covered by paragraphs (a), (b), (c), or (d) of this section will be paid on the basis of the average daily straight time compensation earned in the last pay period preceding the vacation during which he performed service.

ARTICLE NO. 8 (Amended by Agreement of 8/19/60)

8. Article 8 of the Vacation Agreement of December 17, 1941, as amended by the Agreement of August 21, 1954, is hereby amended, effective September 1, 1960, to read as follows:

The vacation provided for in this Agreement shall be considered to have been earned when the employee has qualified under Article 1 hereof. If an employee's employment status is terminated for any reason whatsoever, including but not limited to retirement, resignation, discharge, noncompliance with a union-shop agreement, or failure to return after furlough he shall at the time of such termination be granted full vacation pay earned up to the time he leaves the service including pay for vacation earned in the preceding year or years and not yet granted, and the vacation for the succeeding year if the employee has qualified therefore under Article 1. If an employee thus entitled to vacation or vacation pay shall die the vacation pay earned and not received shall be paid to such beneficiary as may have been designated, or in the absence of such designation, the surviving spouse or children or his estate, in that order of preference.

ARTICLE NO. 9 (Agreement of 12/17/41)

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

ARTICLE NO. 10 (Agreement of 12/17/41)

10. (a) An employee designated to fill an assignment of another employee on vacation will be paid the rate of such assignment or the rate of his own assignment, whichever is the greater; provided that if

he assignment is filled by a regularly assigned vacation relief employee, such employee shall receive the rate of the relief position. If an employee receiving graded rates, based upon length of service and experience, is designated to fill an assignment of another employee in the same occupational classification receiving such graded rates who is on vacation, the rate of the relieving employee will be paid.

(b) Where work of vacationing employees is distributed among two or more employees, such employees will be paid their own respective rates. However, not more than the equivalent of twenty-five per cent of the work load of a given vacationing employee can be distributed among fellow employees without the hiring of a relief worker unless a larger distribution of the work load is agreed to by the proper local union committee or official.

(c) No employee shall be paid less than his own normal compensation for the hours of his own assignment because of vacations to other employees.

ARTICLE NO. 11 (Agreement of 12/17/41)

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

ARTICLE NO. 12 (Agreement of 12/17/41)

12. (a) Except as otherwise provided in this agreement a carrier shall not be required to assume greater expense because of granting a vacation than would be incurred if an employee were not granted a vacation and was paid in lieu therefor under the provision hereof. However, if a relief worker necessarily is put to substantial extra expense over

and above that which the regular employee on vacation would incur if he had remained on the job, the relief worker shall be compensated in accordance with existing regular relief rules.

(b) As employees exercising their vacation privileges will be compensated under this agreement during their absence on vacation, retaining their other rights as if they had remained at work, such absences from duty will not constitute "vacancies" in their positions under any agreement. When the position of a vacationing employee is to be filled and regular relief employee is not utilized, effort will be made to observe the principle of seniority.

(c) A person other than a regularly assigned relief employee temporarily hired solely for vacation relief purposes will not establish seniority rights unless so used more than 60 days in a calendar year. If a person so hired under the terms hereof acquires seniority rights, such rights will date from the day of original entry into service unless otherwise provided in existing agreements.

ARTICLE NO. 13 (Agreement of 12/17/41)

13. The parties hereto having in mind conditions which exist or may arise on individual carriers in making provisions for vacations with pay agree that the duly authorized representatives of the employees, who are parties to one agreement, and the proper officer of the carrier may make changes in the working rules or enter into additional written understandings to implement the purposes of this agreement, provided that such changes or understandings shall not be inconsistent with this agreement.

ARTICLE NO. 14 (Agreement of 12/17/41)

14. Any dispute or controversy arising out of the interpretation or application of any of the provisions of this agreement shall be referred for decision to a committee, the carrier members of which shall be the Carriers' Conference Committees signatory hereto, or their successors; and the employee members of which shall be the Chief Executives of the Fourteen Organizations, or their representatives, or their successors. Interpretations or applications agreed upon by the carrier members and employee members of such committee shall be final and binding upon the parties to such dispute or controversy.

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

(As amended by Agreement of 8/21/54)

Section 6. Except to the extent that articles of the Vacation Agreement of December 17, 1941 are changed by this Agreement, the said agreement and the interpretations thereof and of the Supplemental Agreement of February 23, 1945, as made by the parties, dated June 10, 1942, July 20, 1942 and July 18, 1945 and by Referee Morse in his award of November 12, 1942, shall remain in full force and effect.

In Sections 1 and 2 of this Agreement certain words and phrases which appear in the Vacation Agreement of December 17, 1941, and in the Supplemental Agreement of February 23, 1945, are used. The said interpretations which defined such words and phrases referred to above as they appear in said Agreements shall apply in construing them as they appear in Sections 1 and 2 hereof.

ARTICLE NO. 15 (Amended by Agreements of 11/20/64) - (11/21/64 and 2/4/65 - SHOP CRAFTS)

15. In so far as applicable to the employees covered by this Agreement who are also parties to the Vacation Agreement of December 17, 1941, Article 15 of that Agreement, as amended, is hereby further amended to read as follows:

Except as otherwise provided herein this Agreement shall be effective as of January 1, 1965 and shall be incorporated in existing agreements as a supplement thereto and shall be in full force and effect for a period of two (2) years from January 1, 1965, and continue in effect thereafter, subject to not less than seven (7) months' notice in writing (which notice may be served in 1966 or in any subsequent year) by any carrier or organization party hereto, of desire to change this Agreement as of the end of the year in which the notice is served. Such notice shall specify the changes desired and the recipient of such notice shall then have a period of thirty (30) days from the date of the receipt of such notice within which to serve notice specifying changes which it or they desire to make. Thereupon such proposals of the respective parties shall thereafter be negotiated and progressed concurrently to a conclusion.

When such notice is served, the proceedings shall be under the provisions of the Railway Labor Act, amended.

ATTACHMENT NO. 2

THE BELT RAILWAY COMPANY OF CHICAGO

6900 SOUTH CENTRAL AVENUE • CHICAGO, ILLINOIS 60638

MICHAEL D. McCARTHY
DIRECTOR OF LABOR RELATIONS AND PERSONNEL

(312) 496-4110

TIMOTHY E. COFFEY
MANAGER, LABOR RELATIONS AND PERSONNEL

(312) 496-4112

December 16, 1988

Mr. Norbert M. Muell, General Chairman
International Association of Machinists
and Aerospace Workers
101 East St. Charles Road
Villa Park, Illinois 60181

Dear Mr. Muell:

In conference on Friday, December 16, 1988, we discussed Second Division Award No. 11537 (Docket No. 11401), Referee James E. Mason, involving the Belt Railway Company of Chicago and the Machinists' Organization, wherein the majority held that the parties should attempt to develop an assignment procedure for the working of employees on the various designated national holidays as set forth in existing agreements.

After carefully discussing the existing procedures the parties hereby agree to the following procedure:

1. The Chief of Motive Power will advise the Local Chairman ten (10) calendar days in advance of a holiday/holidays of the number of machinist employees needed for holiday service.
2. Within five (5) calendar days thereafter, the Local Chairman will furnish names of men to work the holiday/holidays.
3. The Chief of Motive Power will post bulletin notice of the machinists assigned to work the holiday/holidays forty-eight (48) hours prior to said holiday/holidays.

It is further understood that if the demands of service require additional machinists to work on a particular holiday, and the service demands were not known until after the assignment

Attach No. 2

For the participating carriers
listed in Exhibit B:

Ed. Freeman

Chairman

R. S. Hanson

J. M. Van Patten

For the participating carriers
listed in Exhibit C:

W. S. Macgill

Chairman

F. K. Day Jr.

E. S. Schell

APPROVED:

W. W. W. W.

Chairman, National Railway
Labor Conference

WITNESS:

Francis A. O'Connell

Member, National Mediation Board

J. S. MacSwain

Mediator, National Mediation Board

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths,
Forgers and Helpers

Russell K. Berg

Russel K. Berg, International President

Blacksmiths - Railroad Division

Edward H. Wolfe

Edward H. Wolfe, Int'l. Vice President

Sheet Metal Workers' International
Association

J. W. O'Brien

J. W. O'Brien, General Vice President

International Brotherhood of Electrical
Workers

Thos. Ramsey

Thos. Ramsey, Int'l. Vice President

Brotherhood Railway Carmen of America

A. J. Bernhardt

A. J. Bernhardt, General President

International Brotherhood of Firemen,
Oilers, Helpers, Round House and
Railway Shop Laborers

Anthony Matz

Anthony Matz, President

RAILROADS	Machinists	Boilermakers and Blacksmiths	Sheet Metal Workers	Electrical Workers	Carmen	Firemen and Oilers
	1	2	3	4	5	6
<u>Canadian National Railways</u>						
<u>Lines in the United States</u>						
St. Lawrence Region	x	x	x	x	x	x
Great Lakes Region	x	x	x	x	x	x
Canadian Pacific Railway Co.	4-x	4-x	4-x	4-x	4-x	4-x
Central Railroad Co. of New Jersey, The	x	x	x	x	x	x
New York & Long Branch RR. Co.	x	x	x	x	x	x
Central Vermont Railway	x	x	x	x	x	x
Chicago Union Station Company	x			x		x
Cincinnati Union Terminal Company, The	x	x	x	x	x	x
Dayton Union Railway Company, The					x	
Delaware and Hudson Railroad Corp., The	x	x	x	x	x	x
Detroit and Toledo Shore Line RR. Co., The	x	x	x	x	x	x
Detroit Terminal Railroad	x	x			x	x
Detroit, Toledo and Ironton RR. Co.	x	x	x	x	x	x
Erie-Lackawanna Railroad Co.	x	x	x	x	x	x
Grand Trunk Western Railroad Co.	x	x	x	x	x	x
Indianapolis Union Railway Co., The	x			x	x	x
Lehigh and Hudson River Ry. Co., The	x	x		x	x	x
Lehigh Valley Railroad	x	x	x	x	x	x
Maine Central Railroad Company	x	x	x	x	x	x
Portland Terminal Company	x	x	x	x	x	x
Monon Railroad	x	x	x	x	x	x
Monongahela Railway Company, The	x	x	x	x	x	x
Montour Railroad Company	x	x	x	x	x	x
<u>NEW YORK CENTRAL SYSTEM</u>						
<u>New York Central RR. Co.</u>						
New York District	x	x	x	x	x	x
Grand Central Terminal	x	x	x	x	x	x
Eastern District	x	x	x	x	x	x
Boston & Albany Division	x	x	x	x	x	x
5-Western District	x	x	x	x	x	x
Northern District	x	x	x	x	x	x
6-Southern District	x	x	x	x	x	x
Indiana Harbor Belt Railroad Co.	x	x	x	x	x	x
Chicago River & Indiana Railroad Co.	x	x	x	x	x	x
Pittsburgh & Lake Erie Railroad Co.	x	x	x	x		x
Lake Erie & Eastern Railroad Co.	x	x	x	x		x
Cleveland Union Terminals Co., The	x	x	x	x	x	x
New York, Chicago & St. Louis Railroad Co., The	x	x	x	x	x	x
New York, New Haven & Hartford Railroad Co.	x	x	x	x	x	x
New York, Susquehanna & Western Railroad	x	x	x	x	x	x
New York Dock Railway	x					
Pittsburgh & West Virginia Railway Co., The	x	x	x	x	x	x

WESTERN RAILROADS

LIST OF WESTERN RAILROADS REPRESENTED BY THE WESTERN CARRIERS' CONFERENCE COMMITTEE, AND JAMES E. WOLFE, CHAIRMAN, NATIONAL RAILWAY LABOR CONFERENCE, IN CONNECTION WITH NOTICES, DATED ON OR ABOUT OCTOBER 15, 1962, SERVED UPON INDIVIDUAL WESTERN RAILROADS BY THE GENERAL CHAIRMEN, OR OTHER RECOGNIZED REPRESENTATIVES OF THE ORGANIZATIONS LISTED BELOW, AFFILIATED WITH THE RAILWAY EMPLOYEES' DEPARTMENT OF THE AMERICAN FEDERATION OF LABOR AND CONGRESS OF INDUSTRIAL ORGANIZATIONS:

1. International Association of Machinists
2. International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers
3. Sheet Metal Workers' International Association
4. International Brotherhood of Electrical Workers
5. Brotherhood Railway Carmen of America
6. International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers

OF DESIRE TO REVISE AND SUPPLEMENT EXISTING AGREEMENTS TO EFFECTUATE THE PROPOSALS SET FORTH IN APPENDIX "A" ATTACHED THERETO, AND NOTICES WHICH WERE SERVED BY THE CARRIERS FOR CONCURRENT HANDLING THEREWITH.

This authorization is co-extensive with provisions of current schedule agreements applicable to employees represented by the organizations listed above.

Subject to the foregoing, and to indicated footnotes, the classes of employees covered by this authorization are indicated by "x" inserted in the numbered columns below:

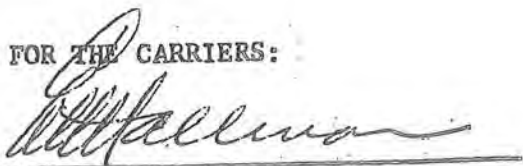
RAILROADS	Machinists	Boilermakers and Blacksmiths	Sheet Metal Workers	Electrical Workers	Carmen	Firemen and Oilers
	1	2	3	4	5	6
Alton and Southern Railroad	x	x	x		x	x
Atchison, Topeka & Santa Fe Railway, The)	x	x	x	x	x	x
Gulf, Colorado and Santa Fe Railway)						
Panhandle and Santa Fe Railway)						
Belt Railway Company of Chicago, The	x	x	x	x	x	x
Butte, Anaconda and Pacific Railway	x	x	x	x	x	x
Camas Prairie Railroad	x	x	x	x	x	x
Chicago & Eastern Illinois Railroad	x	x	x	x	x	x
Chicago & Illinois Midland Railway	x	x	x	x	x	x
Chicago and North Western Railway (Including the former C&STPM&O, M&STL, L&M, MI and Railway Transfer Company of the City of Minneapolis)	x	x	x	x	x	x
Chicago and Western Indiana Railroad	x	x	x	x	x	x
Chicago, Burlington & Quincy Railroad	x	x	x	x	x	x
Chicago Great Western Railway	x	x	x	x	x	x
Chicago, Milwaukee, St. Paul & Pacific RR.	x	x	x	x	x	x
Chicago, Rock Island & Pacific Railroad	x	x	x	x	x	x

RAILROADS	Machinists	Boilermakers and Blacksmiths	Sheet Metal Workers	Electrical Workers	Carmen	Firemen and Oilers
	1	2	3	4	5	6
San Diego & Arizona Eastern Railway	x	x	x	x	x	x
Soo Line Railroad	x	x	x	x	x	x
Southern Pacific Company (Pacific Lines))	x	x	x	x	x	x
Southern Pacific Company (Texas and Louisiana Lines))						
Spokane, Portland and Seattle Railway	x	x	x	x	x	x
Oregon Trunk Railway	x	x	x	x	x	x
Oregon Electric Railway	x	x	x	x	x	x
Terminal Railroad Association of St. Louis	1-x	1-x	1-x	1-x	1-x	
Texas and Pacific Railway, The	x	x	x	x	x	x
Abilene and Southern Railway	x				x	
Fort Worth Belt Railway					x	
Texas-New Mexico Railway	x				x	
Weatherford, Mineral Wells and North- western Railway, The						
Texas Mexican Railway, The	x	x	x	x	x	x
Texas Pacific-Missouri Pacific Terminal Railroad of New Orleans	x	x	x	x	x	x
Toledo, Peoria & Western Railroad	x	x	x	x	x	x
Union Pacific Railroad	2-x	2-x	2-x	2-x	2-x	2-x
Union Railway (Memphis)	x	x	x		x	x
Union Terminal Company (Dallas), The	x	x		x	x	x
Wabash Railroad	x	x	x	x	x	x
Western Pacific Railroad, The	x	x	x	x	x	
Wichita Terminal Association, The					x	

NOTES: -

- 1 - This authorization also includes local Section 6 notice, dated July 12, 1962, served on the carrier by the shop crafts organizations.
- 2 - This authorization also includes local Section 6 notice, dated June 29, 1962, served on the carrier by the shop crafts organizations.

FOR THE CARRIERS:



FOR THE ORGANIZATIONS:



ATTACHMENT NO. 5

PHYSICAL EXAMINATIONS:

The following letter dated May 15, 1940, constitutes an understanding with respect to physical examinations and re-examination of employees represented by the Federated Shop Crafts:

May 15, 1940

"Mr. W. L. Fox, General Supt.
C&WI, The Belt Ry of Chicago
6900 S. Central Ave.
Chicago, Illinois

Dear Sir:

This will serve to acknowledge your communication dated May 9, 1940, as follows:

"Please refer to your letter of April 12th in connection with conference held at Dearborn Station on March 8th, and subsequent correspondence, relative to physical re-examinations of Belt and C&WI employees represented by the Federated Shop Crafts.

'In order that there may be no misunderstanding of the final arrangements agreed to, I quote it below, as follows:

1. A physical examination will be required for all newly hired men entering the service.
2. Physical re-examinations for furloughed employees who have been out of service 90 days or more will no longer be required.
3. It will be further understood that when it becomes apparent that an employee in service or returning from furlough is obviously unfit, or that we receive knowledge of an employee having a serious accident or a major operation, that the Company will have the co-operation and assistance of the Shop Crafts Committee involved in handling cases of this type to a conclusion; due consideration being given to the facts and the physical condition of the man involved, and where a certificate is needed to protect the Company as to a man's physical condition that it will be furnished by a reputable physician.

'If this is in accordance with your understanding, I would be glad to have your acknowledgment so that we can close out the matter definitely."

This is to advise you have correctly outlined our understanding reached in conference and through exchanges of correspondence.

Am therefore, attaching my signature, speaking for the Federated Shop Crafts in both the Belt and Chicago & Western Indiana Railroads.

Yours very truly,
(Signed) PETER JENSEN
Peter Jensen, Chairman IA of M"

MEMORANDUM OF AGREEMENT
Between
THE BELT RAILWAY COMPANY OF CHICAGO
AND ITS EMPLOYEES REPRESENTED BY
SYSTEM FEDERATION NO. 20
RAILWAY EMPLOYEES DEPARTMENT A.F. OF L.
Composed of

1. International Association of Machinists
2. International Brotherhood of Boilermakers, Iron Ship Builders and Helpers of America
3. International Brotherhood of Blacksmiths, Drop Forgers and Helpers
4. Sheet Metal Workers' International Association
5. International Brotherhood of Electrical Workers
6. Brotherhood of Railway Carmen of America

IT IS AGREED that Rule Nos. 18 and 19, of the Agreement signed November 4, 1966, amending the September 8, 1950 Agreement to July 1, 1966, are revised to read as follows:

RULE 18 - ASSIGNMENT OF WORK:

None but mechanics or apprentices regularly employed as such shall do mechanics work as per special rules of each craft.

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, except the use of the cutting torch in wrecking service.

RULE 19 - TEMPORARILY ASSIGNED TO FOREMAN'S POSITION:

Should an employee be assigned temporarily to fill the place of a foreman, he will be paid his own rate, straight time hours and overtime for overtime hours, if greater than the foreman's rate. Said positions shall be filled only by mechanics of the respective craft in their departments.

It is further agreed between the parties signatory hereto, that this revision of Rule Nos. 18 and 19, in no way is to be considered

as changing the provisions or interpretation of Article III, of the September 25, 1964, so-called National Agreement attached to and made a part of the agreement amended to July 1, 1966.

This agreement, signed at Chicago, Illinois this 26th day of April, 1967 shall become effective May 1, 1967.

ACCEPTED FOR:
THE BELT RAILWAY COMPANY OF CHICAGO

(Signed) C. M. Crawford
Director of Personnel

ACCEPTED FOR:
THE EMPLOYEES REPRESENTED BY
SYSTEM FEDERATION NO. 20
RAILWAY EMPLOYEES DEPARTMENT A.F. of L.
Composed of

INTERNATIONAL ASSOCIATION OF MACH-
INISTS

SHEET METAL WORKERS' INTERNATIONAL
ASSOCIATION

(Signed) S. B. Cooksey
General Chairman

(Signed) M. J. Cullen
General Chairman

INTERNATIONAL BROTHERHOOD OF BOILER-
MAKERS, IRON SHIP BUILDERS AND
HELPERS OF AMERICA

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS

(Signed) Charles Parker
General Chairman

(Signed) E. F. McLennan
General Chairman

INTERNATIONAL BROTHERHOOD OF
BLACKSMITHS, DROP FORGERS AND
HELPERS

BROTHERHOOD OF RAILWAY CARMEN OF
AMERICA

(Signed) Charles Parker
General Chairman

(Signed) David R. Batts
General Chairman

September 25, 1977

Mr. C.M. Crawford
Director of Personnel
The Belt Railway Company of Chicago
6900 South Central Avenue
Chicago, Illinois 60638

*Seniority
Promoted to another
Craft - Retains until
end of Training Period*

Dear Sir:

*encl
187
grcl*

From time to time employees within the crafts and classes represented by us make requests for promotion and/or transfer to another craft or class in order to improve their rates of pay, rules, and working conditions. Our present agreements do not permit retention of seniority in our craft or class for employees promoted or transferred to another craft and class, therefore, this is to advise that our Organization is agreeable to granting a leave of absence to all employees represented by our Organization who desire to be promoted or transferred to another craft or class for a period of 90 days or 90 days from the date the promoted or transferred employee completes any required probationary or training period, whichever is longer.

Additional copies of this letter are enclosed herewith and if you concur in granting a leave of absence to employees as set forth above, please execute two copies of this letter in the space provided and return same to this office.

Should you not concur in this matter, we respectfully request that you advise us your reasons therefore, and set a conference date to discuss same.

This letter is written on behalf of the employees in all departments of the Belt Railway Company of Chicago represented by the following named organizations.

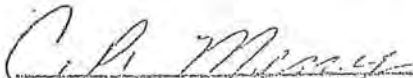
- (1) International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers;
- (2) International Brotherhood of Electrical Workers;
- (3) Brotherhood Railway Carmen of the United States and Canada,


operating through System Federation No. 6 of the Railway Employees' Department of the American Federation of Labor and Congress of Industrial Organizations.

Very truly yours,

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS
BLACKSMITHS, FORGERS AND HELPERS


INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS



General Chairman-Boilermakers


General Chairman

INTERNATIONAL BROTHERHOOD OF
BOILERMAKERS, IRON SHIP BUILDERS

BROTHERHOOD RAILWAY CARMEN OF
THE UNITED STATES AND CANADA


General Chairman-Blacksmiths


General Chairman


Secretary-Treasurer


President

Accepted by:



W. M. Cunningham, Dir. of Labor Relations & Personnel
The Belt Railway Company of Chicago

Rate Progression

+

Intermodal Service Workers

- Boilermakers Local Assoc. 7-22-87
- New Hire Commen-Paid % of whatever Regular Job Assigned — Agree 2/10/95.

Attach No. 8

RECEIVED
BELT RY. CO.

FEB 16 1995

OFFICE OF
DIRECTOR OF PERSONNEL

MICHAEL D. MCCARTHY
DIRECTOR OF LABOR RELATIONS AND PERSONNEL

THE BELT RAILWAY COMPANY OF CHICAGO
6900 SOUTH CENTRAL AVENUE - BEDFORD PARK, ILLINOIS 60638



(708)496-4110

February 7, 1995
File: 340-Carmen

RECEIVED

FEB 9 1995

OFFICE OF
GENERAL CHAIRMAN
JOINT BOARD #160

Mr. Richard B. Leyba, General Chairman
Brotherhood of Railway Carmen
2610 Portage Mall
Portage, Indiana 46368

Dear Mr. Leyba:

During conference in my office on Wednesday, February 1, 1995, we discussed the fact that 'new hires' subject to Rate Progression (Article III- National Agreement Dec. 8, 1986) are being paid at their respective percentile based on the Carmen's Basic Daily Rate. However, some of these new hires are regularly assigned to such positions as A.A.R. Write Up Carman, Utility Carman or Carmen Welder.

The parties agreed that such regularly assigned employees will be allowed the applicable percentage of the rate of the position worked. This will also amend our Local Agreement of January 7, 1994 concerning Skill Differentials.

The allowances provided herein will become effective commencing with the first pay period of February, 1995.

As information, enclosed is a revised rate sheet showing the three Step Rates applicable to each of the positions listed above.

This Agreement was signed at Chicago, Ill. this 10th day of February, 1995.

If the above represents our understanding and agreement, please sign in the space provided below.

Yours very truly,

Michael D. McCarthy
Director of Labor Relations and Personnel

ACCEPTED FOR: BROTHERHOOD OF RAILWAY CARMEN

Richard B. Leyba, General Chairman

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

(g) Notwithstanding any of the above provisions, any cost-of-living adjustment provided by this Article shall not apply to employees covered by Article IV.

ARTICLE III - RATE PROGRESSION

— SEE BELT Boilermakers/Blacksmith July 22, 1987 Annex

Article XI of the December 7, 1981 National Agreement and all other local rules governing rate progression or entry rates are eliminated and the following provisions are applicable.

Section 1 - Service First 1220 Days

Helpers, upgraded mechanics, apprentices and student 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 he or she 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.

Attach ab. 8

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.

Section 4

This Article shall become effective ~~15 days after~~ ¹⁰⁰ the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

ARTICLE IV - INTERMODAL SERVICE WORKERS

Section 1 - Coverage

With respect to intermodal services, this Article shall be applicable to employees whose positions are engaged primarily in the inspection, repair and maintenance of equipment used to transfer containers, trailers and vehicles between rail and highway transportation modes at carriers intermodal facilities.

Section 2 - Rates of Pay

(a) For positions described in Section 1 above, the full rate of pay for employees who establish seniority after the date of this Agreement shall be 75% of the rate in effect as of November 30, 1985 and shall be subject to Article III, Rate Progression.

Attach No 8

Termination of Seniority

Furloughed 365 days - Terminated

Boilermakers Local Agents 7-22-87

Attach No. 9

(3) Employees with 1,167 or more straight time hours paid for (not including any such hours reported to the Interstate Commerce Commission as constructive allowances except vacations, holidays, paid sick leave and guarantees in protective agreements or arrangements) on jobs in these classifications during the period September 1, 1987 through March 31, 1988 will be paid \$1051 during the first half of June 1988. Those employees with fewer straight time hours paid for will be paid an amount derived by multiplying \$1051 by the number of straight time hours (including vacations, holidays and paid sick leave and guarantees in protective agreements or arrangements, as described above) paid for during that period on jobs in these classifications divided by 1,167.

(b) Where lump sums under this Article or under Article I are due employees with seniority dates prior to the date of this Agreement, who are subject to Article XI, Entry Rates, of the Agreement of December 7, 1981, or local rules governing entry rates, such lump sums shall be the amount of the lump sum produced by the applicable Section multiplied by the weighted average entry rate percentage applicable to wages earned during the such lump sum determination period.

(c) Where lump sums under this Article or under Article I are due employees with seniority dates subsequent to the date of this Agreement, such lump sums shall be 75% of the lump sum produced by the applicable Section.

ARTICLE V - TERMINATION OF SENIORITY

The seniority of any employee whose seniority under an agreement with the organization signatory hereto 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.

This Article shall become effective ^{ON} ~~15 days after~~ the date of this Agreement except on such carriers as may elect to preserve existing rules or practices and so notify the authorized employee representative on or before such effective date.

See Bell Locust Blocksmith Agree July 22, 1987

Attach No. 9

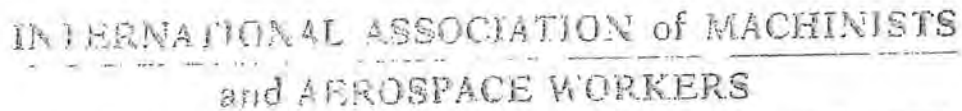
JURY DUTY DAYS AS QUALIFYING
DAYS FOR PURPOSES OF VACATIONS

As per Letter of Understanding attached to the Mediation Agreement of September 2, 1969, an employee who is paid for actual time lost while on jury duty will be regarded as rendering compensated service on each day for which such pay accrues, i.e., these days count towards vacation.

T. E. Coffey

February 3, 1987

Attach. No. 10



729 SUNRISE AVENUE, SUITE 502
ROSVILLE, CALIFORNIA 95661
(916) 969-6364

REPLY TO: NORBERT M. MUELL
GENERAL CHAIRMAN
DISTRICT 19, I.A.M.A.W.
101 E. ST CHARLES RD.
VILLA PARK, IL 60181

Mr. Michael McCarthy
Director Labor Relations & Personnel
6900 South Central Avenue
Chicago, Illinois 60638

Subject: Application of the provisions of Article VII
of the Chicago Belt-IAM&AW March 11, 1988
Wage & Rules Agreement

This letter will serve to confirm our understanding with respect to the effective date of Article VII - Seniority Retention of the March 11, 1988 Chicago Belt - IAMSAW Wage & Rules Agreement whereby the parties agreed that Article VII would be placed in effect retroactively to March 1, 1988.

Yours truly,

Yours truly,
Robert H. Hall

Norbert M. Muell
Asst. Directing General Chairman
District #19, IAM&AW

I Agree

Michael D. McCarthy
Michael McCarthy
Director Labor Relations & Personnel
The Chicago Belt Railway Company

Shop CRAFTS

Memo of Understanding

Dated Dec 4, 1969 - Eff 1-1-70

National Agreement

Attach No. 11

Section 2 - Plan Benefits During Initial Registration Period

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

Section 3 - Adjustment of Plan Benefits During Imposed Agreement Term

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

Section 4 - Administrative and Procedural Improvements

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

ARTICLE V - INCIDENTAL WORK RULE *ALL To Shop Crafts - EXCEPT SMWIA*

Section 1

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

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

*Applies to ALL
Shop Crafts EXCEPT
SMWIA*

*Fueling Eng's
Hoisting*

See National Imposed Agreement signed in Wash, Nov. 27, 1991

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."

← 2 hrs.

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.

Work be Timed

Claim Honored

Section 2

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

Section 3

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

ARTICLE VI - SUBCONTRACTING

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

Article II - Subcontracting

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

dated Dec. 4, 1969

Memo of Understanding Eff 1-1-1969

Attachment No. 1

INCIDENTAL WORK RULE

All Shop Craft Employees

At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts 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 rules of another craft or crafts, such mechanic or mechanics 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. 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 no instance will the work of overhauling, repairing, modifying or otherwise improving equipment be regarded as incidental.

[Handwritten signatures and initials: J. W. J. B. R. K. B. E. H. W.]

See National Agree Book Circular 570-1-1(9-9) April 9, 1970

Attach No 11

NATIONAL RAILWAY LABOR CONFERENCE

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

WILLIAM H. DEMPSEY, Chairman

H. E. GREER, Vice Chairman

ROBERT BROWN, Vice Chairman

W. L. BURNER, Jr., Director of Research

J. F. GRIFFIN, Director of Labor Relations

D. P. LEE, General Counsel

T. F. STRUNCK, Administrator of Disputes Committees

January 29, 1975

Mr. J. W. O'Brien
General Vice President
Sheet Metal Workers' International Association
1750 New York Avenue, N. W.
Washington, D. C. 20006

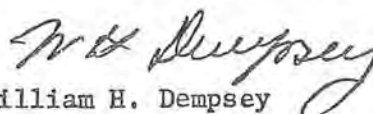
Dear Mr. O'Brien:

This will confirm our understanding this date with respect to the application of Article V -- Incidental Work Rule -- of the May 12, 1972 National Agreement as it is applied in connection with carmen.

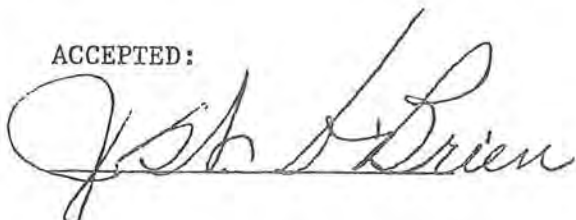
We agreed that the practices with respect to sheet metal workers' work being performed by carmen under the Incidental Work Rule will not be extended beyond those in effect on September 1, 1974. If there is any dispute as to what practices were in effect on that date, the dispute will be worked out between the General Chairman and the carrier. Failing agreement, the matter will be resolved through disputes machinery which will be mutually agreed upon between your organization and the National Carriers' Conference Committee.

If you concur, would you please so indicate by signing in the space below.

Yours very truly,


William H. Dempsey

ACCEPTED:



dated Dec. 4, 1969

Memo of Understanding Eff 1-1-1969

Attachment No. 1

→ INCIDENTAL WORK RULE

all Shop Craft Employees

At running repair work locations which are not designated as outlying points where a mechanic or mechanics of a craft or crafts 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 rules of another craft or crafts, such mechanic or mechanics 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. 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 no instance will the work of overhauling, repairing, modifying, or otherwise improving equipment be regarded as incidental.

[Handwritten signatures and initials: J.W., J.B., R.K.B., E.H.W., J.]

See National Agree Book Circular 570-1-1(9-9) April 9, 1970

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} ~~non-rate~~ rates required to perform the incidental work.

ntal

[Handwritten signature]

M.

Jas

Incl

20th Feb

F.L.B.

R.K.B.

C.H.W.

[Handwritten signature]

Double Time Provision
7th Day of Work Week

National Agreements - April 24, 1970

Agreement 7-20-73 Not to use

Can Foremen to perform Company's Overtime
Work until Call List Exhausted

Attach No. 12

July 20, 1994
File: 430-Carmen

Mr. Richard Leyba, General Chairman
Brotherhood of Railway Carmen
2610 Portage Mall
Portage, Indiana 46368

Dear Mr. Leyba:

It is hereby understood that in the future Car Foremen and/or Supervisors will not be called upon to perform Carmen's work unless and until all available and qualified Carmen and Upgraded Carmen have been called for such overtime work.

When all available carmen have been called for extra overtime work and the call list has been exhausted, the Carrier may then have Car Foreman and/or Supervision perform such extra overtime work.

This understanding is not applicable to a situation where the Carrier is being picketed by an Organization and the regular Carmen forces are not working their assignments.

Yours very truly,



Michael D. McCarthy
Director of Labor Relations and Personnel

cc: Sal Varriale, Local Representative

Attach No. 12

April 24, 1970 Nat'l Agnec

ARTICLE V - OVERTIME RATE OF PAY

Double Time - 2nd Day

All agreements, rules, interpretations and practices, however established, are amended to provide that 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 he 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.

The foregoing provision is effective April 24, 1970.

Hostling By Shop CRAFTS

- Special Allowance \$.90 per hr. for house hostling.
- Not subject to OVERTIME RATE OR COLA

AGREE:

(IAM, IBEW, SMIA,

Attachment No. 2
August 13, 1993
File: 340-IBEW

Mr. A. H. Gonzales, General Chairman
International Brotherhood of Electrical Workers
P. O. Box 381555
Memphis, Tn. 38183-1555

Dear Mr. Gonzales:

Currently, I am paying shop craft employees \$.90 per hour when performing the hostlers duties in and around the shop area. Further, I have made it clear to the various shop craft representatives that no craft or class employee will have the exclusive right to perform hostling service on the Belt Railway Company of Chicago.

I hereby propose that when an IBEW employee performs hostling work, it will be considered work in conjunction with his regular duties. IBEW employees interested in hostling will make application and be qualified to hostile engines.

The employee(s) so selected may be required to submit to and pass the required physical, visual, color sense and hearing examinations, including examination on Operating Rules and any FRA requirements. Also, it is understood that on the day an employee performs hostling duties, he will be subject to the Hours of Service Act and Random Drug Testing. Further, the Carrier will have the right of selecting hostlers from employees represented by the IBEW on the basis of seniority, fitness and ability for the position, the Carrier to be the judge of qualifications.

IBEW employee(s) who perform hostling duties during their regular assignment will be paid a Special Allowance of \$.90 per hour or any portion of an hour engaged in hostling work. This Special Allowance will not be subject to an overtime rate of pay or any future increases or cost of living adjustments.

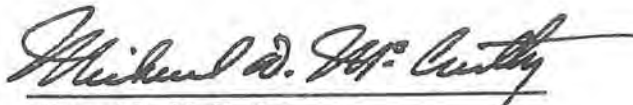
IBEW Attachment NO. 2
Hostling Agreement

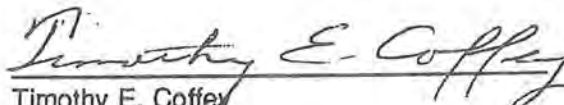
It is understood and agreed that an Electrician will not be entitled to receive, in addition to the \$.90 Differential herein discussed, any additional differential for hostling duties which may arise from the current IBEW Joint Skill Adjustment Study Committee as provided for in Article VII of the National Agreement.

Further, it is agreed that movements from inside the diesel shop to an outside diesel shop track (not to exceed the fueling station limits) will not trigger payment or be considered hostling for purposes of the Special Allowance. Also, movements from a diesel shop track into the diesel shop building will not trigger payment or be considered hostling for purposes of the Special Allowance. Moreover, the advancement of locomotives over the service track will not be considered hostling nor trigger the Special Allowance provided herein.

This understanding was signed at Chicago, Ill. this 16th day of August, 1993.

FOR: THE BELT RAILWAY COMPANY OF CHICAGO


Michael D. McCarthy
Director of Labor Relations and Personnel



Timothy E. Coffey
General Attorney

FOR: INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

ACCEPTED:


R. J. Gonzales, Asst. General Chairman

APPROVED:


A.H. Gonzales, General Chairman

Attachment No. 2
February 26, 1992

Mr. Richard S. Bauman, General Chairman
Sheet Metal Workers International Assn.
3835 North Keystone Avenue
Chicago, Illinois 60641

Dear Mr. Bauman:

During our Section 6 conference this date, we discussed the fact that certain mechanical department forces, including sheet metal employees represented by the Sheet Metal Workers International Assn. (hereinafter referred to as SMWIA) are participating in the movement of locomotives as hostlers at the Clearing Diesel Shop.

It is hereby understood that no craft or class of employees will have the exclusive right to perform hostling service on the Belt Railway Company of Chicago.

Further, it is understood that when an employee represented by SMWIA performs hostling work, it will be considered incidental to his regular duties.

The Carrier shall have the right of selecting hostlers from employees represented by the SMWIA on the basis of seniority, fitness and ability for the position, the Carrier to be the judge of qualifications. SMWIA employees must make application and be qualified to hostile engines.

The employee(s) so selected may be required to submit to and pass the required physical, visual, color sense and hearing examinations, including examination on Operating Rules. Also, it is understood that said employees who perform hostling duties will be subject to the Hours of Service Act and Random Drug Testing.

Attach. No. 13

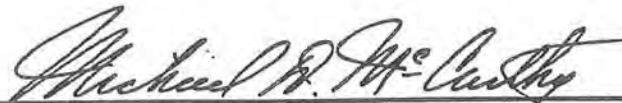
SMWIA employee(s) who perform hostling duties during their regular assignment will be paid a Special Allowance of \$.90 per hour for the hours engaged in hostling work. This Special Allowance will not be subject to an overtime rate of pay or any future wage increases or cost of living adjustments.

It is understood and agreed that this Special Allowance eliminates Article VI - Joint Skill Adjustment Study Committee provision from the National Agreement with respect to hostling or hostler helper service.

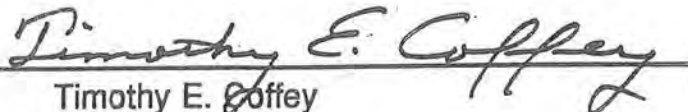
Further, it is agreed that movements from inside the diesel shop to an outside diesel shop track will not trigger payment or be considered hostling for purposes of the Special Allowance. Also, movements from a diesel shop track into the diesel shop building will not trigger payment or be considered hostling for purposes of the Special Allowance. Moreover, the advancement of locomotives over the service track will not be considered hostling nor trigger the Special Allowance provided herein.

This understanding was signed at Chicago this 28th, day of February, 1992.

FOR: THE BELT RAILWAY COMPANY OF CHICAGO

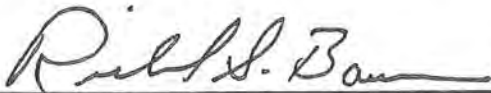


Michael D. McCarthy
Director of Labor Relations and Personnel



Timothy E. Coffey
General Attorney

FOR: SHEET METAL WORKERS INTERNATIONAL ASSN.



Richard S. Bauman, General Chairman

Copper Differential

Welding

A. R. R. White Up.

Sheet Metal Differential

Welding

Mechanical Differential

December 23, 1992
File: 430-IAM Special

P. O'Brien:

Enclosed please find one (1) fully executed copy of the Memorandum of Agreement with applicable side letters, reached between the Belt Railway Company of Chicago and the IAM&AW (Machinists) in disposition of Section 6 Notices served by the parties regarding wages, rules, etc.

The Machinist Agreement was signed with an effective date of November 14th, 1992.

Article VII of the Agreement covers a Skill Differential that is to be paid to journeymen machinists who perform specific work as defined in Side Letter No. 15. Those machinists who perform such listed work will receive a differential of 25 cents per hour, effective January 1, 1993. Effective January 1, 1994, this differential shall be increased to 50 cents per hour.

I will appreciate a copy of the new rate sheets for Machinists when you have the opportunity to prepare same.


M. D. McCarthy

cc: K. H. Smith
J. E. Martin
W.M.Cunningham
T. E. Coffey

THE BELT RAILWAY COMPANY OF CHICAGO
6900 SOUTH CENTRAL AVENUE - BEDFORD PARK, ILLINOIS 60638



Michael D. McCarthy
Director of Labor Relations and Personnel

(708) 496-4110

January 7, 1994
File: Carmen Skill Differential

Mr. Richard B. Leyba, General Chairman
2610 Portage Mall
Portage, Indiana 46368

Dear Mr. Leyba:

Effective January 1, 1994, 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 welding work shall be increased to 25 cents per hour.

(b) Existing differentials paid to journeymen regularly assigned to a full-time (bulletined) position established for the performance of AAR Write-Up 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.

24-1-11-15

Carmen
Skill Differential

4. As result of the Differential increases the new straight time hourly rates for the listed positions will be effective as of January 1, 1994:

Carman Welder	15.25
Carman/Crane Oper.	15.25
AAR Write Up Carman	15.31

Note: The twelve cent differential on the AAR Write Up position will be maintained.

5. The agreed upon guidelines for administration of increased differentials is made a part of this agreement and is attached hereto as Attachment No. 1. Mr. C. I. Hopkins' letter to Mr. Robert P. Wojtowicz dated October 13, 1993 concerning the question of whether pay differentials would or would not apply to time paid for but not worked, is made part of this agreement as Attachment No. 2.

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

FOR: BELT RAILWAY COMPANY OF CHICAGO



Michael D. McCarthy
Director of Labor Relations and Personnel

FOR: BROTHERHOOD OF RAILWAY CARMEN - DIVISION
TRANSPORTATION COMMUNICATION INTERNATIONAL UNION



Richard B. Leyba, General Chairman

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 rebulletining of any position?

A. No.

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

A. An examination or test to establish qualifications may be required as a prerequisite to assignment to a position subject to 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
Carriers' Conference Committee

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200 FAX: 202-862-7230

CHARLES I. HOPKINS, Jr.

Chairman

G. F. DANIELS
Vice Chairman

D. P. LEE
Vice Chairman and
General Counsel

R. P. ORIGER
Director of Labor Relations

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,

(Handwritten signature of Charles I. Hopkins, Jr.)
C.I. Hopkins, Jr.

I agree:

(Handwritten signature of Robert P. Wojtowicz)
Robert P. Wojtowicz

Attachment No. 2

*Note:
Practice on property
Contracting.*

THE BELT RAILWAY COMPANY OF CHICAGO
6900 SOUTH CENTRAL AVENUE - BEDFORD PARK, ILLINOIS 60638



Michael D. McCarthy
Director of Labor Relations and Personnel

(708) 496-4110

January 10 1994
File: Sheet Metal Differential

Mr. Richard S. Bauman, General Chairman
Sheet Metal Workers International Assn.
3835 North Keystone Avenue
Chicago, Illinois 60641

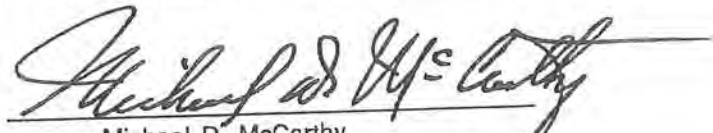
Dear Mr. Bauman:

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

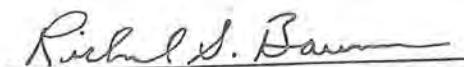
1. (a) Existing differentials paid to journeymen for performing federal inspector, welding or layout work shall be increased to 25 cents per hour.
2. The parties will cooperate to avoid any disruption of carrier operations and any unnecessary increase in costs because of the application hereof.
3. This 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.

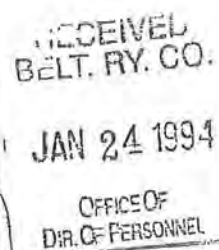
The agreed upon guidelines for administration of increased differentials is made part of this agreement and is attached hereto as Attachment No. 1. Mr. C. I. Hopkins' letter to Mr. Donald C. Buchanan dated October 13, 1993 concerning the question of whether pay differentials would or would not apply to time paid for but not worked, is made part of this agreement as Attachment No. 2.

FOR: BELT RAILWAY COMPANY OF CHICAGO


Michael D. McCarthy
Director of Labor Relations and Personnel

FOR: Sheet Metal Workers' International Association


Richard S. Bauman, General Chairman



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, federal periodic locomotive inspection, lead mechanic or layout work is required?

A. When performing welding, federal inspector, 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.

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.

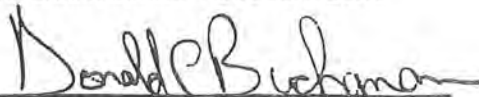
Q. Will application of the increased differentials require the establishment, advertisement or rebulletining of any position?

A. No.

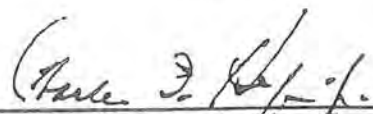
Q. When must an employee's qualifications be known to the railroad or established?

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

FOR THE SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION:


Donald C. Buchanan
Director of Railroad Workers

FOR THE CARRIERS:


Chairman - National
Carriers' Conference Committee

NATIONAL RAILWAY LABOR CONFERENCE

1901 L STREET, N.W., WASHINGTON, D.C. 20036/AREA CODE: 202-862-7200 FAX: 202-862-7230

CHARLES I. HOPKINS, Jr.

Chairman

G. F. DANIELS

Vice Chairman

D. P. LEE

Vice Chairman and
General Counsel

R. P. ORIGER

Director of Labor Relations

October 13, 1993

Mr. Donald C. Buchanan
Director of Railroad Workers
Sheet Metal Workers' Int'l. Association
1750 New York Avenue, N.W.
Washington, D.C. 20006

Dear Mr. Buchanan:

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.

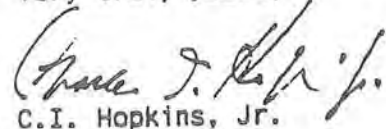
One of those questions was whether the pay differentials would or would not apply to time paid for but not worked. The other was whether an employee demonstrating his qualifications for a position to which a differential applies would be under pay while so doing or on his own time.

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:


Donald C. Buchanan

B+B

- Mach, Sheet Mill → Eliminate Rule 8

Working During Meal Period

- Machinist - Rule 16 - Amended to include Restoration
of Forces 2/20/97 Agree.

ELECTRICAL WORKERS' SPECIAL RULES

RULE 80 - QUALIFICATIONS:

Any person who has served an apprenticeship or who has had four (4) years practical experience in electrical work will be rated as an electrical worker.

An electrician will not necessarily be an armature winder.

RULE 81 - CLASSIFICATION OF WORK:

*re Oper.
Above
Accepted.*

Electricians' work shall consist of erecting, repairing, rebuilding, installing, inspecting and maintaining electric generators, switchboards, motors and control, rheostats and control, static and rotary transformers, motor generators, electric headlights and headlight generators, electric welding machines, storage batteries and axle lighting equipment; winding armatures, telephone equipment, crane operation, fields, magnet coils, rotors, transformers and starting compensators, inside wiring in shops and buildings and on steam and electric locomotives, passenger coaches and motor cars; include cable splicers, wiremen, armature winders and all other work properly recognized as electricians' work.

NOTE: The classifying of crane operators as electrical workers in the above rule will not prevent the selection of crane operators from other than the ranks of electrical workers.

RULE 82 - CLASSIFICATION OF LINEMEN:

Linemen's work shall consist of building, repairing and maintaining pole lines and supports for service wires and cables, catenary and monorail conductors and feed wires, overhead and underground, and all outside wiring in yards.

RULE 83 - SWITCHBOARD OPERATORS:

Switchboard operators' work shall consist of starting, stopping, oiling, cleaning and adjusting such electrical apparatus and equipment as is assigned to them.

RULE 84 - CLASSIFICATION OF GROUNDMEN:

Groundmen's work shall consist of assisting linemen in their duties when said work is performed on the ground.

RULE 85 - ELECTRICAL WORKER HELPERS:

Electrical workers' helpers shall be employees assigned to assist electrical workers and apprentices.

RULE 86 - ELECTRICAL WORKER APPRENTICES:

Apprentices shall be instructed and given opportunity to acquire skill in all available branches of electrical work. They shall serve eight (8) periods of 130 days each of service. They shall not be worked on high tension transmission lines until the fourth year of their apprenticeship. *44K Program*

RULE 87 - HELPER APPRENTICES:

Fifty percent (50%) of the apprentices may consist of electrical workers' helpers who have had two (2) years continuous service at the point where employed. When assigned as helper apprentices, ~~they must not be over thirty (30) years of age and~~ shall serve six (6) periods of 130 days each of service. *IN SERV. Employee who is a Helper possibly FOR YEARS put into APPRENT. PROGRAM*

They shall be instructed and given opportunity to acquire skill in all available branches of electrical work.

RULE 88 - HELPER APPRENTICES - RATES OF PAY:

Helper apprentices will receive the minimum helpers' rate for the first 130 day period with an increase of two and four-tenths cents (.024¢) per hour for every 130 day period thereafter until their apprenticeship is completed. If within six (6) months they show no ability to acquire the trade, they will be set back to helping and retain their former seniority as helpers. After completing their apprenticeship, they shall receive the minimum rate paid for the work to which they are assigned, if retained in the service.

RULE 89 - DIFFERENTIAL FOR ELECTRICAL WORKERS:

Autogenous welders shall receive six (6) cents per hour above the minimum rate paid electrical workers at point employees. *Nett. Beland*

SEE AGREEMENT OF MARCH 9, 1962. - ELECTRONIC TECHNICAL POSITION

ALSO

SEE PAGES 29 AND 30 FOR MEMORANDUM OF AGREEMENT SIGNED SEPTEMBER 8, 1950 COVERING ADVANCEMENT OF APPRENTICES AND HELPERS TO MECHANICS.

Note

Regular Apprentices have an est.
rate of pay subject to 9% increases
+ COLA during 8 periods. SEE
Febr. 4, 1965 Agree CENTS added to
Apprent. Rates of Pay.

ATTACHMENT NO. 3

January 17, 1997
File: 340-IAM

Mr. Norbert M. Muell, General Chairman
International Association of Machinists
and Aerospace Workers
101 East St. Charles Rd.
Villa Park, Illinois 60181

Dear Mr. Muell:

In disposition of our respective Section 6 Notices, the parties hereby agree to amend the following provisions of the current working Agreement as follows:

1. **Rule 8 - Working During Meal Period:**
Eliminate the penalty provision of Rule 8 effective January 1, 1997.
2. **Rule 16 - Reduction & Restoration of Forces:**
 - (a) When it becomes necessary to reduce expenses, the force at any point or in any department or subdivision thereof shall be reduced in reverse order of seniority, Rule 21 to govern; the men affected to take the rate of the job on which they have placed themselves. In reducing forces, at any point, reduction shall first be made of helpers who have not established date as mechanic, then apprentices and finally mechanics.
 - (b) Five (5) working days notice will be given employees affected before the abolishment of a position or a reduction in force is made, except as provided in paragraph (e) and (f) of this Rule.

List of employees so affected will be posted on bulletin board with copy furnished the local chairman and General Chairman.
 - (c) When forces are reduced or jobs are abolished, employees affected will be given the privilege to place themselves according to their seniority. Only such employees disturbed by reorganization or the abolition of jobs will be permitted to exercise their seniority under this rule.

Attach No 19

The exercising of seniority to displace junior employees, which practice is usually termed "bumping", will be permitted only when assignments are abolished, in which case the employee(s) affected will give notification of intent to displace with twenty-four (24) hours after receiving notice of reduction to enable all employees affected to place themselves within the singular five (5) working day notice.

(d) Employees laid off in reduction of force desiring to retain their seniority rights must file their address in writing with their foreman and local chairman within five (5) days of date of furlough and give notice of any change in address thereafter within fifteen (15) days of such change. Any circumstances that would prevent an employee from complying with this provision will be considered on an individual basis.

(e) Advance notice is not required before positions are temporarily abolished or forces temporarily reduced where a suspension of the Carrier's operation in whole or in part is due to a labor dispute between the Carrier and any of its employees.

(f) Advance notice will also not be required before temporarily abolishing positions or making temporary force reduction under emergency conditions, such as flood, snowstorm, hurricane, tornado, earthquake; fire, or labor dispute other than as covered by Paragraph i, provided such conditions result in suspension of the 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 (4) hours' pay at the applicable rates for his position.

Employees worked any portion of the day under such conditions up to a total of four hours, a minimum of four hours shall be allowed; if worked in excess of four hours, actual time worked shall be allowed.

(g) When operations are restored subsequent to the application of either paragraph (e) or (f) above, all employees will report to pre-emergency positions at the start of the first full shift thereafter.

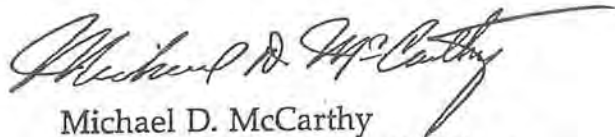
Atty. No. 18

(h) In the normal restoration of forces, seniority as per Rule 21 will govern. Employees restored to service shall be returned to their former positions if possible. Certified letter to the employee at his last known address will constitute proper notice. Employees failing to return to the service within 10 days after date of notice, unless an extension has been granted, will forfeit all seniority.

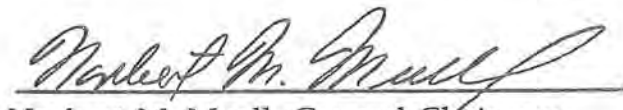
(i) In the application of the above paragraph, employees notified to return to service may, when such positions are temporary, waive their rights to return to service without loss of seniority when junior employees are available.

(j) The local chairman will be furnished list of employees to be restored to service.

For: The Belt Railway Company of Chicago


Michael D. McCarthy
Director of Corporate Relations

ACCEPTED: International Association of Machinists
and Aerospace Workers


Norbert M. Muell, General Chairman

Attach No 19

IAM Apprentice

Agreement

March 1, 1998

Attach No. 20

RECEIVED

FEB 26 1998

MACHINIST DIST. 19
CHICAGO OFFICE

MEMORANDUM OF AGREEMENT
Between the

BELT RAILWAY COMPANY OF CHICAGO

and the

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

This Memorandum of Agreement supersedes existing Apprentice Rules 23, 24, 32, 35, 36, 37, 38 and 39 contained in the Agreement between the parties effective September, 8, 1950, as amended to July 1, 1966 and any subsequent agreements.

A. APPRENTICE POSITION:

The ratio of Apprentices employed to Machinists shall not exceed one to three, unless otherwise agreed to by the General Chairman and the highest designated Carrier Officer.

No Apprentice will be hired, maintained or recalled to service while Journeymen Machinists are furloughed as a result of force reduction.

B. TRAINING PERIOD:

(1) The Apprentice Program shall consist of three (3) periods of training totaling 732 days of compensated service which shall be divided in the following manner:

1st Period -	122 days of compensated service
2nd Period -	366 days of compensated service
3rd Period -	244 days of compensated service

(2) If within the first 260 days of his apprenticeship, the Apprentice does not show satisfactory progress or aptitude in learning the trade in the judgment of the Carrier, he shall not be retained as an Apprentice. However, the General Chairman will be notified, in writing, before such action is undertaken.

(3) Nothing in this paragraph shall be construed as prohibiting an Apprentice, subsequent to the probationary period, from being dismissed or dropped from the Apprenticeship Program through the procedures of Rule 20 of the current working Agreement.

C. RATES OF PAY:

Rates of pay for Apprentices covered by this Agreement are:

1st Period -	80% of Machinists Rate
2nd Period -	85% of Machinists Rate
3rd Period -	95% of Machinists Rate

Apprentices will not be subject to any entry rate provision. Further, employees promoted from another craft or class will not be subject to a reduction of pay.

D. WORKING CONDITIONS:

(1) Apprentices will work under the direction of a Journeyman Machinist.

(2) Apprentices will be permitted to perform any Machinist work. Apprentices will not be allowed to work overtime unless, the available Machinists on the overtime call list have been called. Apprentices working overtime will be subject to the applicable overtime rules of the current working Agreement.

(3) Apprentices may be rotated to different shifts for the purpose of training. Apprentices will be given no less than 72 hours advanced notice when required to change shifts.

E. TRAINING:

(1) Apprentices will be enrolled in the Railway Educational Bureau's Correspondence Courses relative to Carrier's requirements. The Chief Mechanical Officer will administer the courses, monitoring the progress of the Apprentice. Apprentices must maintain a grade of 75% (at a minimum) per lesson. Should an Apprentice drop below the prescribed grade for two consecutive months, (as reported by the REB), the Chief Mechanical Officer and Local Chairman will jointly interview the Apprentice, with the intent of assisting where possible. When the Company determines that an Apprentice has not maintained satisfactory progress on related technical training he may be dropped from the Apprentice Program, pursuant to Rule 20 subsequent to the Probationary Period specified in B (2). Progress in connection with correspondence lessons and/or classroom attendance will not be considered satisfactory if the Apprentice becomes delinquent in completing his lessons or fails to attend more than one classroom assignment, or if the Apprentice becomes more than two months behind in reworking lessons graded at less than 75%, but illness or other causes beyond the control of the Apprentice will be taken into consideration. An Apprentice dismissed from the service solely because of unsatisfactory correspondence course progress will be reinstated if he submits all lessons in arrears in satisfactory condition to the Chief Mechanical Officer within ten (10) days after his dismissal.

(2) While employed in shop or classroom training, Apprentices will be paid at the current pro-rata rate as set forth in Item C, Rates of Pay.

(3) The Chief Mechanical Officer, in conjunction with the Local Chairman, will structure a program for Apprentices so that all jobs performed by the Carrier on the property, and covered in the correspondence courses, will be part of the Apprentice Training.

(4) A monthly log will be maintained by the Carrier for all Machinist Apprentices which will include the following information:

- (a) Cumulative days completed.
- (b) Description of various jobs performed.
- (c) Progress achieved toward acceptable completion.

Monthly logs will be subject to periodic review by the Carrier and the Organization's Local Chairman in order to ensure the adequacy of the Apprentice's work experience and training. Such review shall be held on a quarterly basis.

In the event an Apprentice is not making satisfactory progress, the Chief Mechanical Officer and the Local Chairman shall attempt to ascertain the cause and institute appropriate action, however, the final decision as to the Apprentice remaining in the program will rest with the Carrier.

(5) Apprentices required to attend classroom training away from the Belt Railway Company of Chicago shall be reimbursed for actual mileage (from Belt Railway property to the location) at the current mileage rate allowed to management employees, and a lunch. The Apprentice will be paid at the straight time rate for all class room hours with a minimum of 8 hours pay per day. In the event the Apprentice is sent out of town for training, he shall be reimbursed for necessary actual expenses for lodging, meals and travel expenses.

F. APPRENTICE CANDIDATES:

The Carrier will give consideration to current shop employees. The Carrier will post bulletin throughout the Diesel Shop with information regarding available positions. Candidates will submit applications to the Chief Mechanical Officer for review. It will be at the Carrier's discretion to appoint applicants to Apprentice positions.

G. APPRENTICE SENIORITY:

(1) Apprentices will hold seniority as such, to commence as of the first day worked in that capacity; however, during the Apprenticeship period, this seniority will be utilized only for the purpose of vacation selection, transfers, reduction of forces and recall of forces, for rest days when more than one Apprentice is in training at the same location and a seniority preference can be honored without interfering the training or the requirements of service.

H. COMPLETION OF APPRENTICESHIP:

(1) Following satisfactory completion of seven hundred thirty-two (732) working days an Apprentice will establish a seniority date as a Journeyman Machinist at the location employed retroactive to the date the Apprentice first began service as an Apprentice, notwithstanding the fact that such retroactive seniority may place him in superior position to that of a Mechanic subsequently entering service.

(2) Notification of the completion of the Apprenticeship will be furnished to the Apprentice and the Local Chairman establishing the Apprentice's Journeyman seniority date. The Apprentice will have a period of not exceeding thirty (30) calendar days from the date of notification in which to submit a written protest of the determination of the Journeyman's seniority date.

I. TOOLS:

After completion of the first training period, an Apprentice will be furnished a set of hand tools for use in the performance of assigned duties as an Apprentice. If such Apprentice does not complete the Apprenticeship or is furloughed, all company tools must be returned to the Carrier or the value of same will be deducted from wages due. The set of tools referred to will generally consist of the following items:

1 / 2 " Drive Socket Set 3 / 8 " to 1 1 / 4 "
Breaker Bar
1 2 " Open End Adjustable Wrench
5 / 8 " Drift Pin
Center Punch and Chisel
Ball Peen Hammer
One Set of Standard Screw Drivers
Channel Locks
Pliers
Appropriate Combination Open End and Box End
Wrenches 3 / 8 " - 1 5 / 1 6 "

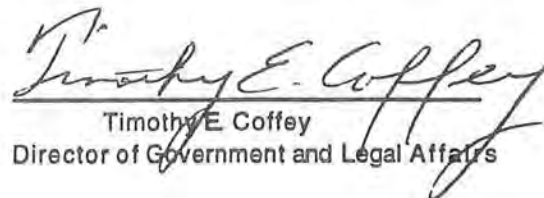
J. GENDER:

For convenience, reference to gender, if any, in this Agreement is made in the masculine gender. It is understood and agreed by the parties to this Agreement that references to the masculine gender include both the masculine gender and the feminine gender.

This Agreement shall become effective March 1, 1998, and will remain in effect until revised in accordance with the procedures required by the Railway Labor Act, as amended, or by mutual agreement of the parties signatory hereto.

FOR: BELT RAILWAY COMPANY OF CHICAGO


Michael D. McCarthy
Director of Corporate Relations


Timothy E. Coffey
Director of Government and Legal Affairs

FOR: INTERNATIONAL ASSOCIATION OF MACHINISTS
& AEROSPACE WORKERS


Robert Moore, General Chairman

APPROVED:


Robert L. Reynolds, President & Directing
General Chairman

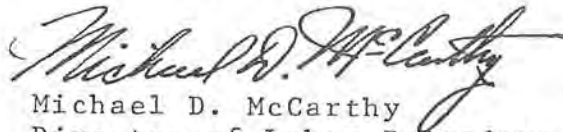
notice has been posted, the Carrier will call the unassigned machinists in seniority order with the junior machinist/ machinists being forced to work the assignments.

Also, the parties understand and agree that if this arrangement does not satisfactorily resolve the holiday assignment situation, the Carrier will revert back to the former practice of using those employees who are normally scheduled to work on that particular day of the week for the service which is necessary to be performed on the holiday.

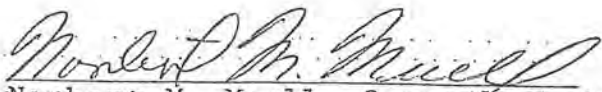
The record of overtime worked by machinist employees will be maintained by the Local Machinists' Committee.

If the above reflects our agreement, please sign in the space provided below. This understanding will be placed in effect December 16, 1988.

Yours very truly,


Michael D. McCarthy
Director of Labor Relations
and Personnel

I CONCUR:


Norbert M. Muell, General Chairman
International Association of Machinists
and Aerospace Workers

Attach No 2

HOLIDAY PAY ISSUES

Example

Interpretation Re: Machinist - Christmas Eve &
Christmas Day Holidays - Dec. 1988

Qualifying Day = Dec. 24th - Worked

Compensated = Dec. 25th - OFF "CONSIDERED XMAS EVE"

Regular Work Day = Dec. 26th - Laid Off Sick "CONSIDERED XMAS DAY"
Dec. 27th - Worked

Employee will qualify for Christmas Day Holiday
but "NOT" Christmas Eve because marked off sick & NO
compensation credited for Dec. 26th

Shop Crafts

3. Provide for adjustments in monthly rates of pay to take account of holidays. (The adjustments are as outlined in our Circular 613-3(b), etc., of December 18, 1975.)

None of the provisions which relate to qualification for holiday pay is changed by these agreements; all of them will apply to all holidays including Christmas Eve and Christmas Day. However, application of the provisions is modified in cases in which an employee can qualify for holiday pay for both Christmas Eve and Christmas Day. The following examples may be helpful:

Assume a regularly assigned hourly rated employee whose assignment works December 22, 23, 24, 25 and 26. Under existing rules (August 21, 1954 Agreement, Article II, Section 3), he qualifies for holiday pay for Christmas Day if compensation (other than sick pay) is credited to him on December 24 and 26.

(a) If compensation (other than sick pay) is credited to the employee on December 23 and 26, he will qualify for holiday pay for both Christmas Eve and Christmas Day.

(b) If compensation (other than sick pay) is credited to the employee on December 23 and 25 but not on December 26, he will qualify for holiday pay for Christmas Eve but not for Christmas Day.

(c) If compensation (other than sick pay) is credited to the employee on December 24 and 26 but not on December 23, he will qualify for holiday pay for Christmas Day but not for Christmas Eve.

These examples are confined to the 8 hours pay for the holiday itself and do not relate to pay for work on the holiday.

Yours very truly,

J. F. GRIFFIN

Director of Labor Relations

Qualify for
Christmas Eve &
Christmas Day

HOLIDAY PAY AGREEMENT OF AUGUST 21, 1954

AS AMENDED TO JULY 1, 1966.

APPLICABLE TO EMPLOYEES OF
THE BELT RAILWAY COMPANY OF CHICAGO REPRESENTED BY:

- ✓ (1) Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees.
- ✓ (2) Brotherhood of Maintenance of Way Employees.
- (3) Transportation-Communication Employees Union (Formerly Order of Railroad Telegraphers).
- (4) Brotherhood of Railroad Signalmen.
- (5) International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forgers and Helpers.
- (6) Brotherhood of Railway Carmen of America.
- (7) International Brotherhood of Firemen, Oilers, Helpers, Roundhouse and Railway Shop Laborers.
- (8) International Association of Machinists.
- (9) Sheet Metal Workers' International Association.
- (10) International Brotherhood of Electrical Workers.

ARTICLE III - HOLIDAYS (AMENDED BY AGREEMENT OF 8/19/60)

Article II, Sections 1 and 3 of the Agreement of August 21, 1954, are hereby amended, effective July 1, 1960, to read as follows:

Section 1. Subject to the qualifying requirements applicable to regularly assigned employees contained in Section 3 hereof, each regularly assigned hourly and daily rated employee shall receive eight hours' pay at the pro rata hourly rate of the position to which assigned for each of the following enumerated holidays when such holiday falls on a workday of the workweek of the individual employee:

ARTICLE III - HOLIDAYS (Continued)

NEW YEAR'S EVE 12-11-81
New Year's Day
Washington's Birthday
~~Memorial Decoration Day~~
Fourth of July

Good Friday
Labor Day
Thanksgiving Day & DAY AFTER 12-11-81
Christmas EVE 10-4-75
Christmas DAY

Subject to the qualifying requirements applicable to other than regularly assigned employees contained in Section 3 hereof, all others who have been employed on hourly or daily rated positions shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him for each of the above identified holidays if the holiday falls on a work day of the work week as defined in Section 3 hereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding the holiday and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding the holiday beginning with the first day of compensated service, provided employment was not terminated prior to the holiday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment.

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

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

ARTICLE II - HOLIDAYS - (Continued)

AGREEMENT OF 8/21/54 - Effective 5/1/54

Section 2(a). Monthly rates, the hourly rates of which are predicated upon $169\frac{1}{3}$ 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 $17\frac{1}{4}$ and overtime rates will be computed accordingly.

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

Section 2(b). - Effective 5/1/54. 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.

Section 3. - Effective July 1, 1960 - Agreement of 8/19/60.

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.

All others for whom holiday pay is provided in Section 1 hereof shall qualify for such holiday pay if on the workday preceding and the workday 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 he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

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

For other than regularly assigned employees, whose hypothetical work week is Monday to Friday, both days inclusive, if the holiday falls

on Friday, Monday of the succeeding week shall be considered the workday immediately following. If the holiday falls on Monday, Friday of the preceding week shall be considered the workday immediately preceding the holiday.

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

ARTICLE II - HOLIDAYS (REVISED BY AGREEMENTS OF NOVEMBER 20, 1964) -
(NOVEMBER 21, 1964 and FEBRUARY 4, 1965 - SHOP CRAFTS)

Article II of the Agreement of August 21, 1954, as amended by the Agreement of August 19, 1960, insofar as applicable to the employees covered by this Agreement, other than employees represented by the Hotel & Restaurant Employees and Bartenders International Union, is hereby amended by the addition of the following Section 6:

Section 6. Subject to the qualifying requirements set forth below, effective with the calendar year 1965 each hourly, daily and weekly rated employee shall receive one additional day off with pay, or an additional day's pay, on each such employee's birthday, as herein-after provided.

(a) For regularly assigned employees, if an employee's birthday falls on a work day of the work week of the individual employee he shall be given the day off with pay; if an employee's birthday falls on other than a work day of the work week of the individual

ARTICLE II - HOLIDAYS - Continued

Section 6 - (a) continued

employee, he shall receive eight hours' pay at the pro rata rate of the position to which assigned, in addition to any other pay to which he is otherwise entitled for that day, if any.

(b) For other than regularly assigned employees, if an employee's birthday falls on a day on which he would otherwise be assigned to work, he shall be given the day off and receive eight hours' pay at the pro rata rate of the position which he otherwise would have worked. If an employee's birthday falls on a day other than a day on which he otherwise would have worked, he shall receive eight hours' pay at the pro rata hourly rate of the position on which compensation last accrued to him prior to his birthday, in addition to any other pay to which he is otherwise entitled for that day, if any.

(c) A regularly assigned employee shall qualify for the additional day off or pay in lieu thereof if compensation paid him by the carrier is credited to the work days immediately preceding and following his birthday, or if employee is not assigned to work but is available for service on such days. If the employee's birthday falls on the last day of a regularly assigned employee's work week, the first work day following his rest days shall be considered the work day immediately following. If the employee's birthday falls on the first work day of his work week, the last work day of the preceding work week shall be considered the work day immediately preceding his birthday.

ARTICLE II - HOLIDAYS - Continued

(d) Other than regularly assigned employees shall qualify for the additional day off or pay in lieu thereof, provided (1) compensation for service paid him by the carrier is credited to 11 or more of the 30 calendar days immediately preceding his birthday, and (2) he has had a seniority date for at least 60 calendar days or has 60 calendar days of continuous active service preceding his birthday beginning with the first day of compensated service, provided employment was not terminated prior to his birthday by resignation, for cause, retirement, death, non-compliance with a union shop agreement, or disapproval of application for employment, and (3) if on the work day preceding and the work day following the employee's birthday he satisfies 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 he lays off of his own accord or does not respond to a call, pursuant to the rules of the applicable agreement, for service.

The work week for other than regularly assigned employees shall be Monday to Friday, both days inclusive, except that any such employee who is relieving a regularly assigned employee on the same assignment on both the work day preceding and the work day following

ARTICLE II - HOLIDAYS - Continued

Section 6. - (d) - continued

his birthday will have the work week of the incumbent of the assigned position and will be subject to the same qualifying requirements respecting service and availability on the work days preceding and following his birthday as apply to the employee whom he is relieving.

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

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

(e) In addition to the wage adjustments provided for in Article I of this Agreement, effective January 1, 1965, the monthly rates of monthly rated employees shall be adjusted by adding the equivalent of 8 pro rata hours to their annual compensation (the monthly rate multiplied by 12) and this sum shall be divided by 12 in order to establish a new monthly rate.

(f) An employee working at a location away from his residence may, by giving reasonable notice to his supervisor, have the day immediately preceding the first day during which he is not scheduled to work following his birthday considered as his birthday for the purposes of this Section. An employee whose birthday falls on February 29, may, on other than leap years, by giving reasonable notice to his supervisor, have February 28 or the day immediately preceding the first day during

ARTICLE II - HOLIDAYS - Continued

Section 6. - (f) - Continued

which he is not scheduled to work following February 28 considered as his birthday for the purposes of this Section. If an employee's birthday falls on one of the seven holidays named in Article III of the Agreement of August 19, 1960, he may, by giving reasonable notice to his supervisor, have the following day or the day immediately preceding the first day during which he is not scheduled to work following such holiday considered as his birthday for the purposes of this Section.


(g) Existing rules and practices hereunder governing whether an employee works on a holiday and the payment for work performed on holidays shall apply on his birthday.

(h) No party to this Agreement shall serve any notice or proposal or progress any notice or proposal for the purpose of changing the provisions of this Section 6 to become effective prior to January 1, 1967; except that managements and committees on individual railroads may, by mutual agreement, change the days (but not the number of days) that shall be observed as holidays, for the purpose of existing rules and agreements.

ATTACHMENT NO. 3

MEMORANDUM OF AGREEMENT

The Agreement of March 9, 1953, between The Belt Railway Company of Chicago and the employees thereof represented by the railway labor organizations signatory thereto through the Employes' National Conference Committee, Seventeen Cooperating Railway Labor Organizations (commonly known as the "Union Shop Agreement") is hereby amended as of July 1, 1955 as follows:

In Section 5 of said Agreement the phrase "Registered Mail" is amended to read "Registered or Certified Mail"  wherever said phrase appears.

Signed at Chicago, Illinois, this 25th day of August, 1955.

For: THE BELT RAILWAY COMPANY OF CHICAGO

(Signed) L. A. Evans
President and General Manager

For:
EMPLOYES' NATIONAL CONFERENCE
COMMITTEE, SEVENTEEN COOPERATING
RAILWAY LABOR ORGANIZATIONS:

(Signed) G. E. Leighty
Chairman

RAILWAY EMPLOYES' DEPARTMENT, A.F. of L.

(Signed) Michael Fox
President

INTERNATIONAL ASSOCIATION OF MACHINISTS

(Signed) Earl Melton
General Vice-President

(Signed) Alfred R. Englund
General Chairman

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS & HELPERS OF AMERICA

(Signed) W. A. Calvin
International President

(Signed) T. Hooley
General Chairman

INTERNATIONAL BROTHERHOOD OF BLACKSMITHS,
DROP FORGERS AND HELPERS

(Signed) Edward H. Wolfe
General President

(Signed) D. Chamness
General Chairman

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

(Signed) C. D. Bruns
General Vice-President

(Signed) R. L. Steingraber
General Chairman

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

(Signed) J. J. Duffy
International Vice-President

(Signed) E. F. McLennan
General Chairman

BROTHERHOOD RAILWAY CARMEN OF AMERICA

(Signed) A. J. Bernhardt
General President

(Signed) Anthony L. Krause
General Chairman

INTERNATIONAL BROTHERHOOD OF FIREMEN,
OILERS, HELPERS, ROUNDHOUSE AND RAILWAY
SHOP LABORERS

(Signed) Anthony Matz
President

(Signed) O. D. May
General Chairman

BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

(Signed) G. M. Harrison
Grand President

(Signed) Wm. Mutzbauer
General Chairman

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

(Signed) T. C. Carroll
President

(Signed) Nicholas Caputo
General Chairman

THE ORDER OF RAILROAD TELEGRAPHERS

(Signed) G. E. Leighty
President

(Signed) Daniel McInerney
General Chairman

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

(Signed) Jesse Clark
President

(Signed) James R. Bruskay
General Chairman

AMERICAN TRAIN DISPATCHERS ASSOCIATION

(Signed) O. H. Braese
President

(Signed) H. J. Hogan
Acting General Chairman

A G R E E M E N T

This Agreement made this 9th day of March, 1953, by and between The Belt Railway Company of Chicago and the employees thereof represented by the Railway Labor Organizations signatory hereto, through the Employees' National Conference Committee, Seventeen Cooperating Railway Labor Organizations, witnesseth:

IT IS AGREED:

Section 1.

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

Section 2.

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

Section 3.

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

Section 3 - Continued

to any service covered by the said Rules and Working Conditions Agreements and continue therein thirty calendar days or more, irrespective of the number of days actually worked during that period, they shall, as a condition of their continued employment subject to such agreements, be required to become and remain members of the organization representing their class or craft within thirty-five calendar days from date of their return to such service.

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

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

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

Section 4.

Nothing in this agreement shall require an employee to become or to remain a member of the organization if such membership is not available to such employee upon the same terms and conditions as are generally applicable to any other member, or if

Section 4 - Continued

the membership of such employee is denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership. For purposes of this agreement, dues, fees, and assessments, shall be deemed to be "uniformly required" if they are required of all employees in the same status at the same time in the same organizational unit.

Section 5.

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

In the event the employee concerned does not request a hearing as provided herein, the carrier shall proceed to terminate his seniority and employment under the Rules and Working Conditions Agreement not later than thirty calendar days from receipt

Section 5 - Continued

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 evidence produced at the hearing whether or not the employe has complied with the terms of this agreement and shall render a decision within twenty calendar days from the date that the hearing is closed, and the employe and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested.

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

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

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

(c) If within ten calendar days after the date of a decision on appeal by the highest officer of the carrier designated to handle appeals under this agreement the organization or

Section 5 - Continued

the employee involved requests such highest officer in writing by Registered Mail, Return Receipt Requested, that a neutral be appointed to decide the dispute, a neutral person to act as sole arbitrator to decide the dispute shall be selected by the highest officer of the carrier designated to handle appeals under this agreement or his designated representative, the Chief Executive of the organization or his designated representative, and the employee involved or his representative. If they are unable to agree upon the selection of a neutral person any 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 have the right to appear and present evidence at a hearing before such neutral arbitrator. Any decision by such neutral arbitrator shall be made within thirty calendar days from the date of receipt of the request for his appointment and shall be final and binding upon the parties. The carrier, the employee, and the organization shall be promptly advised thereof in writing by Registered Mail, Return Receipt Requested. If the position of the employee is sustained, the fees, salary and expenses of the neutral arbitrator shall be borne in equal shares by the carrier and the organization; if the employee's position is not sustained, such fees, salary and expenses shall be born in equal shares by the carrier, the organization and the employee.

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

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

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

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

Section 6.

Other provisions of this agreement to the contrary notwithstanding, the carrier shall not be required to terminate the employment of an employee until such time as a qualified

Section 6 - Continued

replacement is available. The carrier may not, however, retain such employe in service under the provisions of this section for a period in excess of sixty calendar days from the date of the last decision rendered under the provisions of Section 5, or ninety calendar days from date of receipt of notice from the organization in cases where the employe does not request a hearing. The employe 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 employe may remain on the position he held at the time of the last decision, or at the date of receipt of notice where no hearing is requested pending the assignment of the successful applicant, unless displaced or unless the position is abolished. The above periods may be extended by agreement between the carrier and the organization involved.

Section 7.

An employe 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 employe's seniority and employment in a craft or class shall be terminated, no liability against the carrier in favor of the organization or other employes 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 employe 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 employe against the carriers 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 an employe'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 employes based upon an alleged violation, misapplication or non-compliance with any part of this agreement.

Section 8.

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

Section 9.

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

Section 10.

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

(b) The provisions of subsection (a) of this section shall not become effective unless and until the carrier and the organization shall, as a result of further negotiations pursuant to the recommendations of Emergency Board No. 98, agree upon the terms and conditions under which such provisions shall be applied; such agreement to include but not be restricted to, the means of making said deductions, the amounts to be deducted, the form,

Section 10 - Continued

procurement and filing of authorization certificate, the frequency of deductions, the priority of said deductions now or hereafter authorized, the payment and distribution of amounts withheld and any other matters pertinent thereto.

Section 11.

This agreement shall become effective March 9th, 1953, and is in full and final settlement of notices served upon the carrier by the organizations signatory hereto, on or about February 5, 1951. It shall be construed as a separate agreement by and on behalf of the carrier party hereto and those employees represented by each organization signatory hereto.

This agreement shall remain in effect until notified or changed in accordance with the provisions of the Railway Labor Act, as amended.

Signed at Chicago, Illinois, this 9th day of March, 1953.

THE BELT RAILWAY COMPANY OF CHICAGO

/s/ L. A. Evans
Vice Pres. & General Manager

EMPLOYES' NATIONAL CONFERENCE
COMMITTEE, SEVENTEEN COOPERATING
RAILWAY LABOR ORGANIZATIONS:

RAILWAY EMPLOYES' DEPARTMENT, A.F. of L.

/s/ Michael Fox
President

INTERNATIONAL ASSOCIATION OF MACHINISTS

/s/ Earl Milton
General Vice President

/s/ E. R. Kirkpatrick
General Chairman

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS & HELPERS OF AMERICA

/s/ Chas. J. MacGowan
International President

/s/ T. C. Hooley
General Chairman

INTERNATIONAL BROTHERHOOD OF BLACKSMITHS,
DROP FORGERS AND HELPERS

/s/ J. Palkhafer
General President

/s/ Zuehlke
General Chairman

SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION

/s/ C. H. Bruins
General Vice President

/s/ E. Peterson
General Chairman

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

/s/ J. J. Duffy
International Vice President

/s/ Frank G. Sans
General Chairman

BROTHERHOOD RAILWAY CARMEN OF AMERICA

/s/ Irvin Barney
General President

/s/ Anthony L. Krause
General Chairman

INTERNATIONAL BROTHERHOOD OF FIREMEN,
OILERS, HELPERS, ROUNDHOUSE AND RAILWAY
SHOP LABORERS

/s/ Anthony Matz
President

/s/ O. D. May
General Chairman

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

/s/ Geo. M. Harrison

/s/ Wm. Mutzbauer
General Chairman

BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

/s/ L. C. Carroll
President

/s/ Nicholas Caputo
General Chairman

^G
THE ORDER OF RAILROAD TELEGRAPHERS

/s/ G. E. Leighty
President

/s/ Daniel McInerney
General Chairman

BROTHERHOOD OF RAILROAD SIGNALMEN OF AMERICA

/s/ Jesse Clark
President

/s/ C. W. Kroen
General Chairman

AMERICAN TRAIN DISPATCHERS ASSOCIATION

/s/ O. H. Braese
President

/s/ E. P. Krueger
General Chairman

Employee Protection

Agree. Sept. 25, 1964

{ Sub-Contracting Prov. Sept. 25, 1964 AMENDED
JAN. 7, 1965 AMENDED
Nat. Imposed Agree. Nov. 27, 1991

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

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

Section 2

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

Section 3

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

ARTICLE VI - SUBCONTRACTING

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

Article II - Subcontracting

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

NATIONAL Imposed Agree. Nov. 27, 1991

Section 1 - Applicable Criteria

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

Section 2 - Advance Notice - Submission of Data - Conference

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

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

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

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

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

Section 3 - Request for Information When No Advance Notice Given

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

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

Section 4 - Establishment of Subcontracting Expedited Arbitration Panels

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

Section 5 - Consist

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

Section 6 - Location

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

Section 7 - Referees

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

Section 8 - Filling Vacancies

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

Section 9 - Content of Presentations

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

Section 10 - Procedure at Board Meetings

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

Section 11 - Remedy

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

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

Section 12 - Final and Binding Character

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

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

Section 13 - Disputes Referred to Other Boards

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

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

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

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

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

* * * *

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

ARTICLE VII - JOINT SKILL ADJUSTMENT STUDY COMMITTEE

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

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

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

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

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

SHOP CRAFTS - ATTACHMENT NO. 4

Memorandum of Understanding re Article VI of Mediation Agreement of September 25, 1964 by and between the participating carriers listed in Exhibits A, B and C of said agreement represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory thereto, through the Railway Employees' Department, AFL-CIO.

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

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

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

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

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

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

FOR THE CARRIERS:

(Sgd) J. E. Wolfe
Chairman, National Railway
Labor Conference

FOR THE ORGANIZATIONS:

(Sgd) Michael Fox
President, Railway Employees'
Department, AFL-CIO

January 7, 1965

4/7/88

Memo

Re: September 25, 1964

Shop Crafts Protection Agreement

Ron Johnson - EJE made a written Agreement with the F&O General Chairman, L. Skelton for the reason, it set forth the amounts due each individual employee.

The Agreement showed the Hours & Dollars per month earned by each individual during base period. Note: An employee may have an Average of 125 hours per month & so much money earned. On his next job as a 'displaced' employee, he may have worked 100 hours in month but make the same amount of money. "Owe the employee 25 hrs."

The Agreement can help the Carrier & Union eliminate claims & further disputes.

Memo

SHOP CRAFTS
SEPTEMBER 25, 1964

AGREEMENT

DATED SEPTEMBER 25, 1964

between the

NATIONAL RAILWAY LABOR CONFERENCE

and

EASTERN, WESTERN AND SOUTHEASTERN CARRIERS' CONFERENCE COMMITTEES

and

EMPLOYEES OF SUCH CARRIERS

REPRESENTED BY THE ORGANIZATIONS COMPRISING THE

RAILWAY EMPLOYEES' DEPARTMENT, AFL-CIO

M E D I A T I O N A G R E E M E N T

Case No. A-7030

This Agreement made this 25th day of September, 1964, by and between the participating carriers listed in Exhibits A, B and C attached hereto and made a part hereof and represented by the National Railway Labor Conference and the Eastern, Western and Southeastern Carriers' Conference Committees, and the employees of such carriers shown thereon and represented by the railway labor organizations signatory hereto, through the Railway Employees' Department, AFL-CIO,

Witnesseth:

IT IS AGREED:

ARTICLE I - EMPLOYEE PROTECTION

Section 1 -

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

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

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

Section 2 -

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

- a. Transfer of work;
- b. Abandonment, discontinuance for 6 months or more, or consolidation of facilities or services or portions thereof;
- c. Contracting out of work;
- d. Lease or purchase of equipment or component parts thereof, the installation, operation, servicing or repairing of which is to be performed by the lessor or seller;

- e. Voluntary or involuntary discontinuance of contracts;
- f. Technological changes; and,
- g. Trade-in or repurchase of equipment or unit exchange.

Section 3 -

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

NOT
PROTECTED
IF

DECLINE
OF
BUSINESS

Section 4 -

The carrier shall give at least sixty (60) days (ninety (90) days in cases that will require a change of employee's residence) written notice of the abolition of jobs as a result of changes in operations for any of the reasons set forth in Section 2 hereof, by posting a notice on bulletin boards convenient to the interested employees and by sending certified mail notice to the General Chairman of such interested employees. Such notice shall contain a full and adequate statement of the proposed changes in operations, including an estimate of the number of employees of each class affected by the intended changes, and a full disclosure of all facts and circumstances bearing on the proposed discontinuance of positions. The date and place of a conference between representatives of the carrier and the General Chairman or his representative, at his option, to discuss the manner in which and the extent to which employees may be affected by the changes involved, shall be agreed upon within ten (10) days after the receipt of said notice, and conference shall commence within thirty (30) days from the date of such notice.

Notice
Requirement

CONFERENCE
ON
MATTER

Section 5 -

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

IN SERVICE
BUT WORSE
POS. WITH
RESPECT
TO
COMPENSATION

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

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

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

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

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

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

Dismissal Allowance

60% OF AVERAGE MONTHLY COMPENSATION DURING LAST 12 MONTHS OF WORK

"Lump Sum"
LESS THAN 1 YR.
60 DAYS PAY AT
ST. RATE OF
LAST POSITION

OTHERS EXERCISE SENIORITY AND DISPLACE JUNIOR EMPLOYEES.

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

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

Displaced
Employee

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

TEST PERIOD
÷ COMPENSATION ÷
TIME PAID FOR BY 12

PAID DIFFERENCE

Section 6

DISMISSAL
ALLOWANCE

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

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

NOT DENIED.
RIGHTS - IN CASE
OF HIS DEATH,
RESIGNATION, ETC.

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

INFORMS EMPLOYER
OF ADDRESS,
* EMPLOYER NEW
WORKS.

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

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

RETURN TO SERV.

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

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

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

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

Section 7 -

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

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

Length of Service				Separation Allowance		
1 year & less than 2 years				3 months' pay		
2 years	"	"	3 "	6 "	"	"
3 "	"	"	5 "	9 "	"	"
5 "	"	"	10 "	12 "	"	"
10 "	"	"	15 "	12 "	"	"
15 years and over				12 "	"	"

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

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

Section 8 -

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

Section 9 -

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

"Section 10 (a) Any employee who is retained in the service of any carrier involved in a particular coordination (or who is later restored to service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as result of such coordination and is therefore required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects and for the traveling expenses of himself and members of his family, including living expenses for himself and his family and his own actual wage loss during the time necessary for such transfer, and for a reasonable time thereafter, (not to exceed two working days), used in securing a place of residence in his new location. The exact extent of the responsibility of the carrier under this provision and the ways and means of transportation shall be agreed upon in advance between the carrier responsible and the organization of the employee affected. No claim for expenses under this Section shall be allowed unless they are incurred within three years from the date of coordination and the claim must be submitted within ninety (90) days after the expenses are incurred.

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

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

Section 10 -

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

"Section 11 (a). The following provisions shall apply, to the extent they are applicable in each instance, to any employee who is retained in the service of any of the carriers involved in a particular coordination (or who is later restored to such service from the group of employees entitled to receive a coordination allowance) who is required to change the point of his employment as a result of such coordination and is therefore required to move his place of residence:

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

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

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

(d) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of lease, or any other question in connection with these matters, it shall be decided through joint conference between the representatives of the employees and the carrier on whose line the controversy arises and in the event they are unable to agree, the dispute may be referred by either party to a board of three competent real estate appraisers, selected in the following manner: One to be selected by the representatives of the employees and the carrier, respectively; these two shall endeavor by agreement within ten days after their appointment to select the third appraiser, or to select some person authorized to name the third appraiser, and in the event of failure to agree then the Chairman of the Interstate Commerce Commission shall be requested to appoint the third appraiser. A decision of a majority of the appraisers shall be required and said decision shall be final and conclusive. The salary and expenses of the third or neutral appraiser, including the expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the salary of the appraiser selected by such party. ^B

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

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

Section 2

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

Section 3

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

ARTICLE VI - SUBCONTRACTING

Imposed National Agreement - Nov. 27, 1991

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

Amended further - See Nov. 27, 1991 Nat'l

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

Section 1 - Applicable Criteria

Subcontracting of work, including unit exchange, will be done only when genuinely unavoidable because (1) managerial skills are not available on the property but this criterion is not intended to permit subcontracting on the ground that there are not available a sufficient number of supervisory personnel possessing the skills normally held by such personnel; or (2) skilled manpower is not available on the property from active or furloughed employees; or (3) essential equipment is not available on the property; or (4) the required time of completion of the work cannot be met with the skills, personnel or equipment available on the property; or (5) such work cannot be performed by the carrier except at a significantly greater cost, provided the cost advantage enjoyed by the subcontractor is not based on a standard of wages below that of the prevailing wages paid in the area for the type of work being performed and provided further that if work which is being performed by railroad employees in a railroad facility is subcontracted under this criterion, no employees regularly assigned at that facility at the time of the subcontracting will be furloughed as a result of such subcontracting.

* Unit exchange as used herein means the trading in of old or worn equipment or component parts, receiving in exchange new, upgraded or rebuilt parts, but does not include the purchase of new equipment or component parts. As to the purchase of component parts which a carrier had been manufacturing to a significant extent, such purchases will be subject to the terms and conditions of this Article II.

Section 2 - Advance Notice - Submission of Data - Conference

CARRIER MUST → 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.

Minor Transactions → 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.

Union will → 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.

Arbitration AFTER 5 days OF CONF. → If no agreement is reached at the conference following the notification, either party may submit a demand for an expedited arbitration within five working days of the conference. Except in

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

Section 3 - Request for Information When No Advance Notice Given

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

*Disputes
-arising to give
notice*

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

*arbitrators rotate
assigned 2 yrs.*

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 violations 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

added insert
Pr. L. R.
subject to
standard TIME
Limit Rule.

tion 11 -

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

Section 12 -

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

ARTICLE II - SUBCONTRACTING

The work set forth in the classification of work rules of the crafts parties to this agreement will not be contracted except in accordance with the provisions of Sections 1 through 4 of this Article II.

*Amended
Sheet Metal
National Agree*

*Note: Amended 12/4/75 National Agree
Amended Imperial Agree - Nov. 27, 1974*

Section 1 - Applicable Criteria -

Subcontracting of work, including unit exchange, will be done only when (1) managerial skills are not available on the property; 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. 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.

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. Advance notice shall not be required concerning minor transactions. The general Chairman or his designated representative will notify the carrier within

*Amended
11-27-91 Imperial
Agree. Attached*

ten days from the postmarked date of the notice of any desire to discuss the proposed action. Upon receipt of such notice the carrier shall give such representative of the organization at least ten days advance notice of a conference to discuss the proposed action. If the parties are unable to reach an agreement at such conference the carrier may, notwithstanding, proceed to subcontract the work, and the organization may process the dispute to a conclusion as hereinafter provided.

Section 3 - Request for Information When No Advance Notice Given -

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

Section 4 - Machinery for Resolving Disputes -

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

ARTICLE III - ASSIGNMENT OF WORK - USE OF SUPERVISORS -

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

ARTICLE IV - OUTLYING POINTS

At points where there is not sufficient work to justify employing a mechanic of each craft, the mechanic or mechanics employed at such points will so far as they are capable of doing so, perform the work of any craft not having a mechanic employed at that point. Any dispute as to whether or not there is sufficient work to justify employing a mechanic of each craft, and any dispute over the designation of the craft to perform the available work shall be handled as follows: At the request of the General Chairman of any

craft the parties will undertake a joint check of the work done at the point. If the dispute is not resolved by agreement it shall be handled as hereinafter provided and pending the disposition of the dispute the carrier may proceed with or continue its designation.

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

ARTICLE V - COUPLING, INSPECTION AND TESTING

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.

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

ARTICLE VI - RESOLUTION OF DISPUTES

Section 1 - Establishment of Shop Craft Special Board of Adjustment

In accordance with the provisions of the Railway Labor Act, as amended, a Shop Craft Special Board of Adjustment, hereinafter referred to as "Board", is hereby established for the purpose of adjusting and deciding disputes which may arise under Article I, Employee Protection, and Article II, Subcontracting, of this agreement. The parties agree that such disputes are not subject to Section 3, Second, of the Railway Labor Act, as amended.

*Amended N.Y.C. 11/27/41
Delete Reference to Art. II*

*Amended S.M.U. Agree
National 12-4-78*

Section 2 - Consist of Board

The Board shall consist of 4 members, 2 appointed by the organizations party to this agreement, and 2 appointed by the carriers party to this agreement. For each dispute the Board shall be augmented by one member selected from the panel of potential referees in the manner hereinafter provided. Successors to the members of the Board shall be appointed in the same manner as the original appointees.

Section 3 - Appointment of Board Members

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

Section 4 - Location of Board Office

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

Section 5 - Referees - Employee Protection and Subcontracting -

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

Section 6 - Term of Office of Referees -

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

Section 7 - Filling Vacancies - Referees -

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

Section 8 - Jurisdiction of Board -

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

Section 9 - Submission of Dispute -

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

Section 10 - Time Limits for Submission -

60 days

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

Amended S.M.U. Nat'l 12-4-78

Section 11 - Content of Submission -

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

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

Section 12 - Failure of Agreement - Appointment of Referee -

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

Section 13 - Procedure at Board Meetings -

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

Section 14^(a) - Remedy -

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

Section 14(b) - SEE S.M.U. National Agree 12-4-78 (PENALTY FOR NO ADVANCE NOTICE)

Section 15 - Final and Binding Character -

SEE 14(b)

Decisions of the Board shall be final and binding upon the parties to the dispute.

(AMENDED)
12-4-78
AGREE.

Section 16 - Extension of Time Limits -

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

Section 17 - Records -

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

Section 18 - Payment of Compensation

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

Section 19 - Disputes Referred to Adjustment Board

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

ARTICLE VII - EFFECT OF THIS AGREEMENT

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

ARTICLE VIII - EFFECTIVE DATE

The provisions of this agreement shall become effective November 1, 1964, and shall continue in effect until January 1, 1966, and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended. Section 6 notices will not be initiated nor progressed locally or concertedly covering the subject matter contained in the proposals of the parties referred to in Article VII, prior to January 1, 1966.

ARTICLE IX - COURT APPROVAL

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

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

For the participating carriers
listed in Exhibit A:

M. O. ...
Chairman

S. B. Fee

J. W. Knight

For the Employees:

Railway Employees' Department, AFL-CIO

Michael Fox
Michael Fox, President

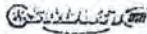
International Association of Machinists

J. W. Ramsey
J. W. Ramsey, General Vice President



**CONFIDENTIAL CLOSE CALL REPORTING SYSTEM
IMPLEMENTING MEMORANDUM OF UNDERSTANDING
The Belt Railway Company of Chicago**

FEBRUARY 27, 2019



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Article 2. Purpose

The Parties are voluntarily entering into this C³RS/IMOU with the intent to improve the safety of railroad operations.

The objectives for close call reporting are:

- The accumulation of confidential data on currently unreported or underreported unsafe events;
- Event analysis of reported data by Peer Review Teams (PRT);
- Identification of corrective actions by the Parties to remedy identified safety hazards;
- Provision of assistance by FRA in its safety oversight role; and
- Publication of general trends and statistics by government agencies.

Article 3. Boundaries of the Program

The boundaries of the Program are anywhere BRC employees perform activities in support of BRC railroad operations.

Article 3.1 Applicability

The C³RS/IMOU will apply to all BRC employees who are represented by the Parties described in Article 1 and governed by the signatories to this C³RS/IMOU, including employees in training or probationary status. Employees must submit an accepted C³RS report, subject to conditions in Article 7.1 of this C³RS/IMOU, to have protection from discipline from BRC and/or FRA civil enforcement. Additionally, BRC will be exempt from FRA civil enforcement under the same terms as these individuals for accepted C³RS reports. This C³RS/IMOU does not alter or modify any Collective Bargaining Agreement.

Article 3.2 Other Covered Employees – Tenant Host Operations

Not applicable.

Article 4. Definitions

Adverse Consequences means the negative impacts that may result from a human error or system failure.

Close Call or a Reported Close Call is an opportunity to improve the safety of activities in support of BRC railroad operations in a situation or incident that has a potential for more serious *adverse consequences* to railroad safety. The reported close call represents a situation in which an ongoing sequence of events was stopped (except as outlined in Article 6.4) from developing further, preventing the occurrence of potentially serious safety-related consequences. Fatalities and personal injuries do not fall into the category of a close call, and will continue to be reported and handled under the current BRC rules and FRA regulations, or any subsequent revisions to BRC rules and/or FRA regulations.

Train Accident/Incident Reporting Threshold is the monetary accident reporting threshold defined in 49 CFR § 225.19(c).

Article 5. Confidentiality

NASA shall act as the owner of the data BRC employee(s) report under this C³RS/IMOU and shall protect the confidentiality of this information through its own governance.

After all relevant data about a reported close call event, including the C³RS report and all other information collected by NASA that is relevant to the reported event, have been compiled into a unified document, NASA will develop a de-identified document for further analysis by the PRT. NASA will de-identify this record so that the employee(s)'s identity and any third party reference, including anyone mentioned in the original C³RS report, can no longer be determined through direct or indirect means.

NASA shall protect the following information from disclosure when provided in a close call report:

1. The employee close call report form and the content of that form;
2. The name of the employee who submits a close call report;
3. The name of any other employee mentioned in the close call report;
4. The name of the railroad involved in the close call report; and
5. Information that would make it obvious that only a few (fewer than three), easily-identifiable people could have made the close call report, such as exact location and time of a close call, or description of specific, rarely used equipment models.
6. If NASA is unable to protect the confidentiality of the reporter, the report will not be forwarded to the PRT.

The confidentiality of the information collected during this Program will be preserved beyond the cancellation and/or end of this Program.

Article 5.1 Access to Confidential Data

In the interest of providing the best measures for maintaining the confidentiality of the data, all internal NASA program staff will be granted access to confidential internal use data on a "need to know" basis and for the purposes of completing their work assignments. Internal Program staff includes NASA federal employees and NASA agents. For this Program, NASA agents may include NASA contractors assigned to this Program. The PRT assigned to this Program will have access to de-identified reports and PRT work products.

about the event. If in doubt, the interviewer will err on the side of accepting the report. NASA will conduct the first screening and the PRT the second screening. The PRT determines if the close call report is valid.

The following types of reports shall be rejected during the initial screening process:

1. Any train accident/incident that meets the Train Accident/Incident Reporting Threshold;
2. Any reported event that caused or is alleged to have caused any injury, illness, or medical treatment of any kind to any person involved in the event;
3. Reports unrelated to the safety of activities performed in support of railroad operations;
4. Acts of sabotage and other willful violations/acts or criminal offenses, including use of alcohol and prohibited controlled substances; and
5. An event resulting in an identifiable release of a hazardous material.

The following types of reports may be rejected during the initial screening process:

1. Reports that do not include sufficient information when the reporting employee(s) does not accept a follow-up call when contacted;
2. Personal grievances, such as a rejected time slip or perception of unfairness by a supervisor.

Article 6.2 Conditions Under Which a Reporting Employee is Not Protected from Railroad Discipline, Railroad Revocation of Certification, or Other FRA Civil Enforcement

BRC employees included in this C³RS/IMOU receive no protection from railroad discipline, railroad revocation of certification, or other FRA civil enforcement when one or more of the following conditions occur:

1. The employee's action or lack of action was intended to damage BRC or another entity's operations or equipment or to injure other individuals, or intentionally placed others in danger (for example, sabotage);
2. The employee's action or lack of action involved a criminal offense;
3. The employee's behavior involved alcohol use, substance abuse, or inappropriate use of controlled substances;
4. The report is rejected under Article 6.1;
5. The event resulted in any type of FRA accident/incident that meets or exceeds the Train Accident/Incident Reporting Threshold;

BRC agrees it will not initiate or assess any discipline, written warnings, or written counseling for an event that is both reported to and accepted by NASA as a close call in accordance with this C³RS/IMOU and subsequently determined to be a valid close call by the PRT.

NASA will provide a receipt for the close call report as proof of an accepted report. The employee must allow BRC to review the receipt, when requested.

Article 7. Purpose for Protection from Railroad Discipline, Revocation of Certification, or Other FRA Civil Enforcement

The main purpose of this Program is for the Parties to learn more about the safety risks they face. An important element of the Program is the shielding of employee(s) from BRC discipline, revocation of certification, or other FRA civil enforcement potentially arising from events reported under this system. An additional concern is the need to also shield BRC from FRA civil enforcement potentially arising from events reported under this system.

Confidential close call reporting protects the identity of the person disclosing information. The PRT is able to use the information to learn about systemic problems and to educate all Parties. The reporting of close calls will foster an environment that enables the Parties involved to understand systemic failures and implement improvements.

Article 7.1 Conditions under Which a Reporting Employee(s) is Protected from Railroad Discipline, Revocation of Certification, or Other FRA Civil Enforcement

Except as provided for in Article 6.2, each BRC employee covered by this C³RS/IMOU who submits an accepted close call report under Article 6 will be protected from railroad discipline, revocation of certification, or other FRA civil enforcement.

If an employee is unaware that a close call event has occurred and was properly reported by an immediate co-worker, upon notification, the employee may then complete and submit a close call report following Article 6.3 and receive the same protections as the work group member who reported the close call. All employees who submit a close call report will be protected from railroad discipline, revocation of certification, or other FRA civil enforcement provided the reports are submitted under Article 6 and Article 6.3.

An employee who has received protection from railroad discipline, revocation of certification, or other FRA civil enforcement by submitting a close call report will not be required to appear as a witness in an investigation of an employee who did not file a close call report.

FRA will not require BRC to revoke the certification of the protected employee(s) if the event meets both of the following two conditions:

When a receipt is available for review, the employee must present it to the railroad manager. If the BRC manager can determine the receipt applies to the event, the investigation will be closed. If the Parties do not agree that the receipt is applicable to the event, the employee(s) will present a copy of the receipt to the PRT, who will then accept or reject the receipt as proof of an accepted report of the event in question.

If the PRT accepts the receipt, charges and/or assessed discipline, including any revocation of certification, will be dismissed by BRC and all lost time will be paid. If the PRT rejects the receipt, the PRT will advise the BRC manager and the time limits for initiating disciplinary proceedings, or previously assessed discipline may commence. In such cases, no Party may use nor reference the close call report in the subsequent disciplinary proceedings.

Upon receiving notice of FRA civil enforcement for an event covered by an accepted close call report, the FRA PRT member or a member of the FRA C³RS Implementation Team will assist in resolving the notice consistent with this C³RS/IMOU.

Article 9. Use of Data

All Parties to this C³RS/IMOU agree to use the information they acquire only for positive purposes to improve railroad safety. This could include new or modified training, assessing risk and allocating resources to address those risks, and learning why these close calls are taking place.

Article 10. Reserved

Article 11. Stakeholders

The primary organizations that will be involved in the Program are:

- FRA's Office of Railroad Safety;
- NASA;
- BRC;
- ARASA, BMW, BRCD, BRS, IAMAW, IBEW, NCFO, SMART, TCU;
- PRT; and
- PRT Support Team.

Article 12. Stakeholders' Responsibilities in Support of the C³RS/IMOU

The rights, roles, and responsibilities set forth in this C³RS/IMOU apply only to Parties, the Parties' employees, and Stakeholders participating in the Program under this C³RS/IMOU.

Article 12.1 FRA's Responsibilities in Support of the C³RS/IMOU

FRA will oversee the scope and quality of the work. Experience gained from other modes has indicated that the willingness of persons to submit a close call report depends to a large degree on preserving the confidentiality of BRC, the reporting employee(s), and immediate

- Use the PRT recommended corrective actions to evaluate and implement corrective actions in a timely manner as recommended by a consensus of the PRT and the PRT Support Team;
- Develop a communications plan for sharing findings with its employee(s) in order to help achieve success in this Program;
- Fund labor representative's participation on the PRT at the rate of one basic day at the current governing rate of the crafts represented per day worked, or shall make whole the labor representative for lost earnings, whichever is greater. When needed, BRC will pay for and reimburse travel expenses outside of BRC's service area; and
- Travel for PRT members to attend the Annual User Group meeting will be at the discretion of BRC.

Article 12.4 Labor Union(s) Responsibilities in Support of the C³RS/IMOU

By participating in the Program, labor unions signatory to this C³RS/IMOU shall have the following responsibilities:

- Commit to and promote use of the Program at all levels of the organization;
- Appoint representatives to participate on the PRT; and
- Participate on the PRT to analyze and summarize emerging trends and recommend corrective actions.

Article 12.5 Peer Review Team's Responsibilities in Support of the C³RS/IMOU

The PRT's primary responsibility will be to accept for review de-identified close call reports from NASA, and to identify and analyze multiple reports in order to:

- Identify and analyze emerging patterns or trends in close calls, relate those to corrective actions taken by BRC, and advise and assist with the implementation of corrective actions;
- Create, review, and discuss a summary report comprised of the individual close call reports, emerging trends, identified root causes, and suggested corrective actions; and
- Assess the association between emerging patterns or trends in close calls and relate those to corrective actions taken by BRC.

The PRT will function using, but not limited to, the following guidelines:

- PRT representatives will represent their constituency's perspectives when reviewing or forming a comprehensive view of close call events;

- Review PRT decisions and provide feedback to the PRT, parties, and other stakeholders;
- Report corrective actions BRC implements to the PRT or report why no action was taken; and
- Report on the measured effectiveness of corrective actions to the PRT.

Article 12.7 Reserved

Article 13. Modifications

Modifications to this C³RS/IMOU may be proposed at any time during the period of performance by any Party, and shall become effective upon written approval by all Parties.

Article 14. Program Duration/Employee(s) Protections

This C³RS/IMOU will be in effect until cancelled as outlined below. Cancellation of participation is subject to the following restrictions:

- Parties to this C³RS/IMOU may cancel their respective participation with a 45 day written notice to all Parties;
- The termination or modification of the Program will not adversely affect anyone who acted in compliance with the terms of the Program in effect at the time of that action; i.e., if the C³RS/IMOU is terminated, all reports and investigations that were in progress will be handled under the provisions of the Program until they are completed. Employee(s) reporting close call events under this Program will remain protected from BRC discipline, revocation of certification/disqualification, or other FRA civil enforcement for reported events,
- Parties to this C³RS/IMOU agree to meet annually on or about the anniversary date of implementation to discuss any issues or concerns with the Program,
- Should any party serve the appropriate cancellation notice, all Parties commit to meet within the 45-day period to seek resolution to avoid cancellation; and
- The confidentiality provided under this C³RS/IMOU survives its cancellation.

Article 15. Record Keeping

To ensure compliance, all records and documents relating to this Program, including any documentation from the PRT, shall be kept in a manner prescribed by BRC.



Karl Alexy
FRA Deputy Associate Administrator for Railroad Safety

6/28/18
Date

Memorandum of Agreement
Between
BNSF Railway Company
And
Brotherhood Railway Carmen Division of TCU/IAM
And
International Association of Machinists and Aerospace Workers
And
International Brotherhood of Electrical Workers

This Agreement provides for the establishment and staffing of Temporary Rapid Responder positions headquartered at Augusta, KS. The BRC, IAMAW, and IBEW are committed to provide volunteers to fill these positions on a rotating basis for the duration of the Agreement.

Temporary Rapid Responders positions will be established to effectuate repairs of trains traveling between terminals. A Rapid Responder will be required to perform all troubleshooting and repairs for which they have the qualifications and equipment to perform, regardless of craft affiliation, in order to expedite train movement.

The Parties have agreed that, to the extent possible, two Rapid Responder positions (one position per shift) will be temporarily established.

The regular starting times of the two shifts shall be:

- (1) First Shift – Not earlier than 5:00 A.M., nor later than 7:00 A.M.
- (2) Second Shift – Not earlier than 5:00 P.M., nor later than 7:00 P.M.

Changes to starting times may be made after mutual agreement by the BRC, IAMAW, and IBEW Representatives and the Company, as necessary, provided the employees involved are notified before the end of the last shift, before the next shift to be worked.

The Company will seek internal applicants from various locations including Newton, Dodge City, Hutchinson, and Wellington, KS, in which to establish a pool of candidates for appointment to the positions, after considering qualifications, work history, and seniority.

The Company, after considering qualifications, will assign the designated employees to fill the pool of candidates for rotation on the positions.

The Rapid Responder positions will work 12 hour shifts (8 straight and 4 overtime), five consecutive days. The Company agrees to rotate employees on and off of the Temporary Rapid Responder positions every five work days. At the conclusion of the five work days, employees will be given their preference to either take the following two days as rest days, or return to their regular home assignment at the straight time rate of pay. Employees working Temporary Rapid Responder positions will be compensated for eight hours at straight time rate of \$34.07 per hour,

and overtime at \$51.11 per hour for a minimum of four hours, and all other additional hours worked. Rates are subject to future GWI and COLA, where applicable.

Temporary Rapid Responders will be provided or reimbursed for all approved lodging. Other actual approved necessary expenses will be reimbursed. Approved actual necessary meal expenses accompanied by an itemized receipt will be reimbursed.

Employees working Temporary Rapid Responder positions will be reimbursed for mileage at the current I. R. S. rate for the initial trip from their home point to Augusta, KS, and for the final return trip from Augusta, KS back to their home point; unless Company transportation is provided. Actual travel time to and from the location will be compensated at the Temporary Rapid Responder straight time rate.

This agreement shall be effective June 25, 2019 through December 31, 2019, and will be terminated unless it is mutually agreed on by both parties to extend the date. At any time, should the positions no longer be needed, the Company may withdraw the positions upon 24 hours' notice to the General Chairman. Upon a 30 day advance written notice this agreement may be canceled by either party signatory hereto. During such advance notice period the parties will meet in an attempt to resolve the issues involved. Failure to resolve such issues within 30 days, the Agreement shall be terminated unless otherwise mutually agreed.

It is mutually understood and agreed that this Agreement and its application is made without prejudice to either party's contentions concerning the application of the agreement rules and that this proposal, or its application or acceptance thereof, will not be referred to by either party under any circumstance.

AGREED TO THIS DATE 7 / 2 / 19:

Derek Cargill
Director, Labor Relations
BNSF Railway

Darren Treiber
National Representative
BRC Division of TCU/IAM


Kyle Loos
General Chairman
IAMAW

Mark Klecka
General Chairman
IBEW

The Belt Railway Company of Chicago
6900 South Central Avenue - Bedford Park, Illinois 60638-6397

TIMOTHY E. COFFEY
General Counsel, Secretary & Director Human Resources



Phone: (708) 496-4112
Fax: (708) 496-2608
E-mail: tcoffey@beltrailway.com

January 29, 2014
File: 510-Machinists

Via Email: d19gckkloos@gmail.com
Mr. Kyle K. Loos, General Chairman
International Association of Machinists and Aerospace Workers
7220 Eagle Drive
Lincoln, Nebraska 68507

Dear Mr. Loos:

In order to insure that in the future all covered employees are granted the right to an independent review of their case or claim by appeal to a higher officer on this property, the following appeals procedure is established immediately for the handling of all claims and grievances filed by, or on behalf of, employees represented by your Organization:

1. All original claims and grievances are to be initiated with the Superintendent Mechanical Department, said position currently being filled by H.J. Simon. In a situation where the designated appeals officer has acted in a dual capacity, i.e. was the conducting officer of the formal investigation, was a witness against the Claimant, or was the officer who assessed the discipline, claims and grievances are to be presented to the General Manager Transportation, said position currently being filled by Mr. M.A. Paras.
2. Any appeal of the decision of a Superintendent shall be made to the General Counsel, Secretary & Director Human Resources Timothy E. Coffey.

In all cases where your Organization takes the position that the designated appellate officer has acted in some capacity which negates the probability of his impartial decision, I must be notified of such position, in writing, before any appeal is taken. If your position is deemed to have merit, a chain of appeal will be designated by me for that particular case which removes the officer in question.

Please be governed accordingly.

Very truly yours,

A handwritten signature in black ink that reads 'Timothy E. Coffey'. The signature is fluid and cursive, with the first and last names being more prominent.
Timothy E. Coffey

cc:
H.J. Simon
C.R. Steinway